बीएचईएल BUIFI RD:DP:MPX:F-04

BHARAT HEAVY ELECTRICALS LIMITED PHONES: 23774494 (EXCHANGE)

CORPORATE RESEARCH & DEVELOPMENT DIVISION VIKASNAGAR, HYDERABAD - 500 093, INDIA

FAX: 91 40 23770698

ENQUIRY

То

| Enquiry No: Enq Date: Due Date: Delivery By: | 631190501 | 30-DEC-11 | 31-JAN-12 | 30-OCT-12

PLEASE SUBMIT YOUR QUOTATION IN SEALED COVER SUPERSCRIBED WITH ENQUIRY NO, ENQUIRY DATE AND DUE DATE SUBJECT TO OUR TERMS AND CONDITIONS ENCLOSED, FOR THE FOLLOWING MATERIALS SO AS TO REACH US ON OR BEFORE THE DUE DATE BY 12 NOON. THE TENDERS WILL BE OPENED AT 2 PM ON THE SAME DAY.THE TENDERS MAY BE DROPPED IN THE TENDER BOX KEPT AT THE SECURITY GATE.

Pin

Email:

Attn. .

PLEASE GIVE REFERENCE OF ENQ NUMBER, ENQ. DATE AND DUE DATE IN ALL YOUR CORRESPONDENCE FOR PROMPT ACTION. IN CASE IF YOU ARE NOT MAKING THE OFFER PLEASE POST A REGRET LETTER AND RETURN THE DOCUMENTS.

SL NO DESCRIPTION / SPECIFICATION UNIT QTY

1 Laser Peening System as per annexure NO 1
.

- 1 COMPLETELY FILLED UP AND SIGNED VENDOR COMPLIANCE STATEMENT IS REQUIRED ALONG WITH YOUR OFFER. OTHERWISE YOUR OFFER WILL NOT BE PROCESSED FURTHER.
 - a) ALL OFFERS MUST INCLUDE NAME OF CONTACT PERSON, PH / MOBILE. NO., FAX NO.; EMAIL-ID. UNSIGNED OFFERS ARE LIABLE FOR REJECTION.
 - b) BEING A RESEARCH INSTITUTION RECOGNISED BY DEPT OF SCIENCE AND TECHNOLOGY, BHEL R&D CAN AVAIL CENTRAL EXCISE DUTY EXEMPTION IN TERMS OF GOVT NOTIFICATION 16/2007 CENTRAL EXCISE DATED 1.3.2007. HENCE SUPPLIERS ARE REQUESTED TO SUBMIT THEIR BIDS WITH OUT EXCISE DUTY.
 - c) TAXES & DUTIES QUOTED WILL BE TAKEN FOR COST EVALUATION & ORDER PLACEMENT AND NO CHANGE WILL BE ENTERTAINED LATER EXCEPT IN THE CASE OF CHANGES MADE BY THE GOVERNMENT. IN CASE ANY TAXES/DUTIES EXEMPTED, A SELF DECLARATION FOR THE SAME MAY BE ATTACHED TO THE OFFER. CHANGES IN TAXES AND DUTIES BECAUSE OF THE CHANGES IN TURNOVER ETC. WILL BE TO SUPPLIER'S ACCOUNT.
 - d) WHEREVER VENDOR REGISTRATION FORM AND EFT DETAILS HAVE BEEN SUBMITTED EARLIER, THE SAME NEED NOT BE SUBMITTED AGAIN UNLESS THERE IS A CHANGE.
- 2 PLEASE SUBMIT YOUR OFFER IN TWO PARTS AS PER ENCLOSED "GENERAL TERMS AND CONDITIONS OF ENQUIRY, LOADING FACTORS & CONTRACT FOR THE PURCHASE OF GOODS/ SERVICES" IN SEPARATE SEALED COVERS AS DETAILED BELOW:
 - 1) FIRST COVER SHALL CONTAIN A) TECHNICAL & COMMERCIAL BID, B) COMPLIANCE STATEMENT, DULY FILLED-IN, C) UN-PRICED PRICE-BID, I.E. A COPY OF PRICE-BID, WITH PRICE(S) CELLS LEFT BLANK;
 - 2) SECOND COVER SHALL CONTAIN PRICE BID. IF THE PRICE BID IS FOUND TO BE DIFFERENT FROM THE UN-PRICED PRICE BID IN ANY WAY, THE OFFER IS LIABLE FOR REJECTION.
- 3 Suppliers are requested to visit our BHEL website at http://www.bhel.com/tender/list_tender.php regularly for any corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender to keep themselves updated. There will be no publication of the same thro' newspapers or any other media". For further clarifications, if any, You may contact Sri SV Rao, AGM(MM), email ID: svrao@bhelrnd.co.in

BHARAT HEAVY ELECTRICALS LIMITED PHONES: 23774494 (EXCHANGE)

CORPORATE RESEARCH & DEVELOPMENT DIVISION VIKASNAGAR, HYDERABAD - 500 093, INDIA **ENQUIRY** RD:DP:MPX:F-04

FAX: 91 40 23770698

- ORDER WILL BE PLACED ON OVERALL L1 BASIS. VENDORS SHALL QUOTE FOR ALL ITEMS. INCOMPLETE OR PARTIAL OFFERS SHALL NOT BE PROCESSED.
- INDIAN VENDORS: DESTINATION SHALL BE BHEL R&D STORES HYDERABAD. FOREIGN VENDORS: BHEL R.O.D. OFFICE MUMBAI INDIA.
- GUIDELINES REGARDING DEALING WITH INDIAN AGENTS OF FOREIGN SUPPLIERS 1. BHEL SHALL DEAL DIRECTLY WITH FOREIGN VENDORS, WHEREVER REQUIRED, FOR PROCUREMENT OF GOODS. HOWEVER, IF THE FOREIGN PRINCIPAL DESIRES TO AVAIL OF SERVICES OF AN INDIAN AGENT, THEN THE FOREIGN PRINCIPAL SHOULD ENSURE COMPLIANCE TO REGULATORY GUIDELINES WHICH REQUIRE MANDATORY SUBMISSION OF AN AGENCY
 - 2. 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. 3. 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 GENERAL IN NATURE OR IN RELATION TO THE PARTICULAR CONTRACT, MUST CLEARLY STATED BY THE FOREIGN SUPPLIER / INDIAN AGENT. ANY PAYMENT, WHICH THE AGENT / ASSOCIATE RECEIVES IN INDIA OR ABROAD FROM THE OEM, WHETHER AS COMMISSION OR AS A GENERAL RETAINER FEE SHALL BE BROUGHT OUT IN RECORD IN THE AGREEMENT AND BE MADE EXPLICIT IN ORDER TO ENSURE COMPLIANCE TO THE LAWS OF THE COUNTRY.
 - 4. ANY AGENCY COMMISSION TO BE PAID BY BHEL TO THE INDIAN AGENT SHALL BE IN INDIAN CURRENCY ONLY.
 - 5. WHENEVER INDIAN AGENTS ARE REPRESENTING ON BEHALF OF THEIR PRINCIPALS THE RELEVANT AUTHORIZATION LETTER AND AGREEMENT COPY TO BE ENCLOSED ALONG WITH THE TECHNICAL BID TO CONSIDER THE OFFER.

AS WE ARE ENGAGED IN R&D ACTIVITY "C" FORM WILL NOT BE ISSUED

PLEASE FILL UP THE ENCLOSED VENDOR REGISTRATION FORM BHARAT HEAVY ELECTRICALS LTD AND SEND IT ALONG WITH YOUR QUOTATION. OTHERWISE YOUR QUOTATION WILL NOT BE CONSIDERED.

Yours faithfully

SARMA MKVH Sr Dy Gen Manager

Email: sarma mkvh@bhelrnd.co.in

Direct Phone: 91-40-23882304

Mobile: 91-9490748302

Eng631190501 dated 30-Dec-2011 on Laser Peening system

Sealed quotations in two part bid format, 1) Techno-commercial bid and 2) Price bid, in double cover with tenderer's distinctive seal, superscribing enquiry number, and due date are to be submitted so as to reach on or before due date & time, addressed to Additional General Manager(MM), Bharat Heavy Electricals Limited, Corporate Research & Development Division, Vikasnagar, Hyderabad, Andhra Pradesh, India – PIN–500 093, India, Mob: +91 99853 06642, to be deposited in Tender Box located at Security gate for hand deliveries.

This Laser system will be used for carrying out laser peening process on different metals with the purpose of introducing residual compressive stresses to improve material fatigue properties. Vendor should submit technical offer with compliance statement against each clause in the sub systems and also provide a detailed technical write up on the overall system. Vendor should quote for Integrated System. Please do not remove/ modify any row, text therein. Partial filled-in quotations are liable for rejection

1.0 <u>Techno – Commercial Bid</u>

1.1 Technical Bid

PART A

SN	Requirement	Vendor specification	Remarks
1.	Laser Material: Nd-YAG/Nd-glass		
2.	Laser Pulse Energy: Dual leg system, 10 J @ 10 ns and 10 J @ 20 ns pulse width, integrated with pulse delay generator for delays in ns regime. The polarization of beams from the two sources should be suitable for the laser peening application.		
3.	Laser spot diameter: 2-5 mm (suitable AR coated lenses at 1064 nm of different focal lengths to vary spot diameter to be provided)		
4.	Pulse repetition rate: 2-5 Hz (both legs to work at same frequency)		
5.	Energy stability: Less than 5 % RMS (long term)		
6.	Beam Divergence: Less than 1 mrad full angle		
7.	Shot to shot energy variation: Less than 2 % RMS		
8.	Flash lamp lifetime: Greater than 10 exp(6) shots		
9.	Beam Profile: Flat top		
10	Thermo-stabilized electro-optical Q-switching.		
11.	Optical bench for housing the laser system.		
12.	Suitable energy attenuator module for beam energy reduction from 10 J to 5 J, one for each leg of the system.		
13.	Suitable beam dump to be provided on beam path as a safety requirement.		
14.	Output beam diameter mapping profile for focusing lenses (2 mm to 5 mm),		
15.	Microprocessor control of the laser operation, control and diagnostics via remote pad or PC interface with drivers.		

16.	Robot Coupling: The laser process is to be coupled with our existing robot (Make: M/s Kuka	
	Robotics, Model: KR 60 3F) for its operation. The details of the robot will be provided to the	
	supplier. The laser controller will serve as the slave to this robot (master) i.e. the laser program	
	will be triggered from the robot program. Integration between robot controller and laser	
	controller shall be in the scope of supplier. All the necessary hardware for integration (such as	
	Profibus cable, connectors etc) shall be provided by the supplier.	
17.	Pilot laser light for beam alignment which will be coaxial with the 1064 nm beam for accurate spot	
	determination on sample/component prior to laser process.	
18.	A minimum of four pairs of safety goggles for laser operation having an optical density greater than	
	6 at 1064 nm to be supplied.	
19.	Diagnostic tools for accurate pulse energy and pulse width measurement to be supplied.	
20.	Chiller system suitable to meet the water flow, temperature and pressure requirement of the laser	
	system.	
21.	The system shall be designed for operation at 220 V \pm 5% single phase/415 V \pm 5% three phase, 50	
	$\pm 1\%$ Hz. power supply available at BHEL.	
OPT	IONAL ITEMS/ SPARES:	
1.	Second harmonic generator with beam separators for frequency doubling (532 nm) and beam dump	
_	for blocking beam in SHG.	
2.	Tools for optics cleaning.	
3.	Recommended spares for trouble-free operation of the system for a minimum period of one year.	
PAR	T B	
1.	Pre-dispatch Inspection and training: Pre-dispatch inspection will be carried out at the	
	manufacturing works of the supplier and training on the equipment should be provided for three	
	BHEL engineers before dispatch to BHEL R&D. Training costs, if any, to be quoted clearly. BHEL	
	would provide the air fare/hotel expenses for the engineers for the training.	
2.	Installation and Commissioning: The supplier shall be responsible to carry out the installation and	
	commissioning of the laser peening system at BHEL R&D Hyderabad, Andhra Pradesh, ndia-	
	500093. The Installation shall include positioning/orientation of the system including grouting (if	
	necessary), electrical connections, etc. that are necessary for carrying out commissioning. Supplier	
	shall provide details of clean room (levels of dust and humidity permissible) for reliable operation of	
	the laser system as well as any other specific pre-installation requirements at BHEL R&D so as to	
	ensure smooth installation & commissioning.	
3.	Process Validation: The supplier will establish the laser process and demonstrate the generation	
	laser pulses of specified beam energy with attenuation from both the legs (stages) individually as	
	well as in combination with varying nanosecond delays and also measurement of pulse width and	
	spot size during commissioning.	

_

1.2 Un-Price-bid Format:

#.	Equipment/Items	Quantity	Ordering information, Make/ model, Part#	Currency
1.0	Supply of "Laser Peening System" as per technical bid 1.1, item sl. nos. 1 to 21. With one year Warranty from installation and commissioning, exw basis	1 Set		
1.1	F.O.R Charges for Supplies quote in INR FCA Charges to nearest International airport for Supplies quote in foreign currency.	1 Lot		
2.0	Training on the system for 3 BHEL engineers at Supplier's works during pre-despatch inspection	1 Lot		

3.0	Installation, commissioning shall be carried out by		OEM / Indian agency (strike out which ever not applicable)	
3.1	Installation and commissioning Charges to be carried out by trained OEM engineers at BHEL works.	1 Lot		
3.2	Service Tax (In case of Installation and commissioning Charges in INR)			

Indian agency commission Out of the Unit price quoted	%	Please indicate agency commission: %	
above at #1.0 to 1.1			
This amount shall be deducted from the supplier's payment		Furnish Indian Agent, if any, name, address, Ph/Mobile, e-mail etc.	
4.0 and paid to Indian agent.			
(In case of foreign vendor availing their Indian agent's			
Services, if any. The successful bidder has to submit the			
agency agreement copy before order placement.			

			1	Ţ
5.0	Optional items / Spares			
5.1	Second harmonic generator with beam separators for frequency doubling (532 nm) and beam dump for blocking beam in SHG.	1 Set		
5.2	Tools for optics cleaning.	1 Set		
5.3	Recommended spares for trouble-free operation of the system for a minimum period of one year. Pl quote itemwise, qty required, unit price.	1 Set		
6.0	Annual Maintenance Contract (AMC) Charges for 3 years after expiry of warranty: Pl quote AMC charges per year basis only.	3 years		

Order Placement addresses along with Bank details to be furnished clearly for

`		1.
a)	Supp	lies.

- b) installation,
- c) Annual Maintenance Contract,
- d) Optional items/ Spares,

Note:

- 1. Vendors are requested to quote unit prices including packing and forwarding charges with 1 year warranty from Installation and commissioning.
- 2. All foreign currency offers shall be evaluated in Indian currency, as per exchange rate of State bank of India on technical bid open date.
- 3. All offers shall be evaluated on over-all landed cost with 1 years warranty and loading due to non-acceptance of standard commercial terms, and excluding the AMC charges and optional items, spares.
- 4. BHEL reserves the right to place a separate order/ orders for AMC Contract and/or Optional items / or spares before expiry of standard warranty period at the rates quoted.
- 5. BHEL reserves the right to procure the above items through reverse auction instead of normal price-bid opening.
- 6. We do not provide 'C' form. Indian Supplier to specify rates of taxes/ duties (CST/VAT/Service Tax) element wise on the price quoted and related percentages. Please mention "NIL" if exempted and N.A if not applicable.
- 7. Being a research institution, BHEL R&D is exempt from Customs duty against direct imports from foreign suppliers and exempt from Central excise duty against indigenous suppliers as per Govt. of India

1.3a Commercial bid: Commercial Terms / For quote in Indian currency

#	Item	BHEL Standard requirements/ Terms and conditions	Supplier's compliance/ remarks/ Please tick the clause acceptable
1	Validity of offer	90 days from the tender opening date	
2	Terms of delivery	 a) F.O.R – BHEL R&D- Stores in case of quote in INR, b) ex-works, a loading of 3% shall be shall be taken into account towards 'freight and insurance charges' to evaluate landed cost to BHEL 	a) F.O.R: Loading: 0% b) Ex-Works – Loading: 3%
3a	Delivery period	Delivery by/date indicated in the enquiry is indicative. Please quote a definite delivery period from Order placement	
3b	Penalty for Late delivery	In case of delay in delivery due to vendor, 0.5% per week beyond the delivery date on undelivered portion subject to a maximum of 10% of the total order value. In case of delay from BHEL in approvals/ drawings/ predespatch inspection etc, the delivery shall be extended. Non acceptance of penalty clause will attract a maximum of 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty to evaluate landed cost to BHEL	Standard clause: a) Agree : Loading 0% (10 - 10)% b) Not agree : Loading 10% (10 -0)% Or specify penalty acceptable as under c) Penalty: % : Loading % (10 -)%
4	Payment term	 a) 90% (Supplies) payment and training charges, if any, will be made within thirty days after receipt, inspection and acceptance of the material at BHEL R&D by EFT/RTGS / Wire Transfer with bank charges, if any, to supplier's account. b) 90% (Supplies) payment and training charges, if any, will be made against delivery, receipt, inspection and acceptance of the material at BHEL R&D by EFT/RTGS / Wire Transfer with bank charges, if any, to supplier's account. c) We cannot make any advance payment. 	 a) Agree: Loading: 0% b) Proforma/against delivery (Supplies): Loading 11% per annum on 90% for 1 month.
		a) Balance 10% (Supplies) payment shall be released after installation and commissioning along with Installation and commissioning charges, if any, on submission of bank guarantee. Covering warranty period, by EFT/RTGS / Wire Transfer with bank charges, if any, to supplier's account.	Mandatory
5	Bank guarantee	 a) The Successful supplier has to furnish a Bank guarantee of 10% of order (Supplies) value covering the performance of the equipment/Supplies during warranty period with an additional claim period of 2 months b) If 'No', the balance 10% (Supplies) payment shall be released at the end of warranty period. c) In case of non-acceptance of a or b, a loading of 10% shall be taken into account to evaluate 	a) Loading: 0% b) Loading: 0%
		c) In case of non-acceptance of a or b, a loading of 10% shall be taken into account to evaluate landed cost to BHEL	c) loading: 10%

(Signature of the Vendor with seal)

1.3b. Commercial bid: Commercial Terms Commercial Terms / For quote of Supplies in Foreign currency

#	Item	BHEL Standard requirements/ Terms and conditions/ corresponding loading for evaluation of landed cost to BHEL	Supplier's compliance/ remarks/ pl tick the clause acceptable
1	Validity of offer	90 days from the tender opening date	
2	Terms of delivery	a) FCA-Nearest International Airport, in case of quote in Foreign currency). In case of Unit price quoted in exw basis, please quote FCA charges separately. All foreign supplies shall be covered under Transit insurance policy by BHEL. A loading of 3% shall be shall be taken into account towards 'freight and insurance charges' to evaluate landed cost to BHEL.	A Loading of 3%. Towards 'freight and insurance charges' to evaluate landed cost to BHEL.
3a	Delivery period	Delivery by/date indicated in the enquiry is indicative. Please quote a definite delivery period from Order placement	Days
3b	Penalty for Late delivery	In case of delay in delivery due to vendor, 0.5% per week beyond the delivery date on undelivered portion subject to a maximum of 10% of the total order value. In case of delay from BHEL in approvals/ drawings/ predespatch inspection etc, the delivery shall be extended. If 'No', Non acceptance of penalty clause will attract a maximum of 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty to evaluate landed cost to BHEL	Standard clause: a) Agree : Loading 0% (10 - 10)% b) Not agree : Loading 10% (10 -0)% c. Or specify penalty acceptable as under Penalty: %: Loading % (10 -)%
4	Payment term	 a) 90% (Supplies) payment less Indian agency commission, if any, and training charges, if any, will be made within thirty days after receipt, inspection and acceptance of the material at BHEL R&D by Wire Transfer with bank charges to respective accounts of buyer/ seller. We cannot make any advance payment. b) 90% (Supplies) payment less Indian agency commission, if any, and training charges, if any, will be made through Sight draft on submission of despatch documents, with bank charges to respective accounts of buyer/ seller. We cannot make any advance payment c) 90% (Supplies) payment less Indian agency commission, if any, will be made through LC on submission of despatch documents, with bank charges to respective accounts of buyer/ seller. d) We cannot make any advance payment a) Balance 10% (Supplies) payment shall be released after installation and commissioning along with Installation and commissioning charges, if any, on submission of bank guarantee covering warranty period. The Wire Transfer bank charges to respective accounts of buyer/ seller 	a) Agree: Loading: 0% b) Sight draft: Loading 11% per annum on 90% for 1 month. c) LC: Loading 11% per annum on 90% for 1 month. Mandatory
5	Bank guarantee	 a) The Successful supplier has to furnish a Bank guarantee of 10% of order (Supplies) value covering the performance of the consignment during warranty period with an additional claim period of 2 months. b) Balance 10% (Supplies) payment shall be released at the end of warranty period. c) Not agree for a or b condition as above 	a) Loading: 0% b) Loading: 0% c) loading: 10%

(Signature of the Vendor with seal)

2.0. Price-bid format

#.	Equipment/Items	Quantity	Ordering information, Make/ model, Part#	Currency	Unit Price	Total
1.0	Supply of "Laser Peening System" as per technical bid 1.1, item sl. nos. 1 to 21. With one year Warranty from installation and commissioning, exw basis	1 Set				
1.1	F.O.R Charges for Supplies quote in INR FCA Charges to nearest International airport for Supplies quote in foreign currency	1 Lot				
2.0	Training on the system for 3 BHEL engineers at Supplier's works during pre-despatch inspection	1 Lot				
3.0	Installation, commissioning					
3.1	Installation and commissioning Charges,	1 Lot				
3.2	Service Tax (In case of Charges in INR)					
4.0	Indian agency commission Out of the Unit price quoted above at #1.0 to 1.1 This amount shall be deducted from the supplier's payment and paid to Indian agent. (In case of foreign vendor availing their Indian agent's Services, if any. The successful bidder has to submit the agency agreement copy before order placement.	%	Please indicate agency co	ommission: %		

5.0	Optional items / Spares	Quantity	Ordering information, Make model, Part#	Currency	Unit Price	Total
5.1	Second harmonic generator with beam separators for frequency doubling (532 nm) and beam dump for blocking beam in SHG.	1 Set				
5.2	Tools for optics cleaning.	1 Set				
5.3	Recommended spares for trouble-free operation of the system for a minimum period of one year. Pl quote itemwise, qty required, unit price.	1 Set				
6.0	Annual Maintenance Contract (AMC) Charges for 3 years after expiry of warranty: Pl quote AMC charges per year basis only.	3 years				

(Signature of the Vendor with seal)



BHARAT HEAVY ELECTRICALS LIMITED

CORPORATE R&D DIVISION, VIKAS NAGAR, HYDERABAD - 500 093, AP, India

General Terms and Conditions of Enquiry & Contract for the Purchase of Goods/ Services

- The quotation and any order resulting from this enquiry shall be governed by these General Terms and Conditions of
 enquiry and contract for the supply of goods and the supplier quoting against this enquiry shall, unless specifically
 stipulates any different terms or conditions, be deemed to have read and agreed to the same.
- 2. The Offers of the bidders, whose name appear 'list of banned firms' or engage the services of the firms appearing in this list, shall be rejected. The current list of firms banned by BHEL and banned list of firms received from GOI is available at our web site, http://www.bhel.com/tender/list_tender.php. Please click 'banned list'.
- 3. Sealed quotations in double cover with tenderer's distinctive seal, superscribing enquiry number, date and due date are to be submitted so as to reach on or before due date & time, addressed to Additional General Manager(MM), Bharat Heavy Electricals Limited, Corporate Research & Development Division, Vikasnagar, Hyderabad, Andhra Pradesh, India PIN–500 093, India to be deposited in Tender Box located at Security gate for hand deliveries.
 - In the case of Two-part bid, each inner cover shall clearly be labeled as a) Technical & Commercial Bid containing technical data/ drawings/ catalogues/ quality plans along with commercial terms and conditions & copy of the price bid with the price columns left blank (unpriced price bid), b) Price bid containing prices quotes. Installation and/or Commissioning charges shall be spelt out in absolutely lucid terms, taking into account total charges, rather than quoting vaguely, such as charges per man-day or charges per engineer per day etc. If the price bid was found later to be different from the unpriced price bid in any way, the offer will be rejected summarily. The rate shall be quoted in both figures and in words.
- 4. Any Supplier (Agents/distributors/ representatives) desirous of quoting imported goods/ services, they should submit the quote in foreign currency along with agency agreement copy, failing which their offer is liable for rejection. In case of non-submission of agreement copy, the principal should submit quotation to BHEL directly. Foreign suppliers will also indicate in their offer Indian agent's name, if any, and address with percentage of agency commission out of the quoted price, if any. Name and Address of the supplier's Bankers address should also be given
- 5. **Tender/ Technical bid Opening**: Unless specified otherwise, tenders/ technical bids will be opened on appointed date and time as mentioned in the enquiry or as communicated changed date/time, if any, in the presence of such of those tenderers who may be present.
- 6. **Late Tender**: Tenders received after tender due date/ time (12:00 hrs) shall be treated as late tenders and will not be considered.
- 7. The Quotation should be free from overwriting and erasures. Corrections and additions, if any, must be attested. Incase of difference in unit price and corresponding total value or figures or words/text, the buyer (BHEL) reserves the right to select the figures or words/text leading to lowest cost to buyer.
- 8. Supplier should indicate in the quotation dimensions (Size), weight, rate etc., in the metric system unless the enquiry calls for different unit.
- 9. **Validity of Quotation**: All quotations shall be kept open for acceptance for a period of ninety days from the date of opening of Tenders/ Technical bid and this shall be deemed to be an express condition of all quotations.
- 10. In the case of Two-part bid, the vendor should furnish technical clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
- 11. **Price Impact**: In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the <u>Price-Impact</u> only. The Original price bid along with Price-Impact bid shall be opened during pricebid opening. Unsolicited bids will not be considered.
- 12. **Pricebid Opening**: Unless specified otherwise in the enquiry, the Price bids of technically qualified vendors shall be opened with prior intimation in the presence of such of those tenderers who may be present.
- 13. **Conformity to Specifications**: The material should be of the best quality and shall be conforming to our specification given in our enquiry. Unless otherwise agreed upon by BHEL, no payment shall be due by BHEL in respect of any sample. Offers without details of specifications/ applicable catalogues will not be considered and are liable to be rejected.
- 14. **Terms of Delivery**: All Suppliers shall quote the lowest prices on EXW/ FOB/ FCA basis in case of foreign suppliers and on ex-works /Free-on-Rail/Road /F.O.R-destination basis in case of Indian/ indigenous Supplies, indicating packing & forwarding charges if any, separately.

- 15. Taxes and Duties: Unless specified otherwise in the enquiry, BHEL do not provide "C" Form as it is engaged in R&D. All Indian suppliers shall clearly mention current Sales Tax/ VAT, Excise Duty, and Service Tax etc, if any, payable in addition to the quoted price and indicate applicable rates/ percentage, item-wise clearly. The vendors should mention applicable Registration Number(s) specifically in their quotation. Being a research institution, BHEL R&D is exempt from Customs duty against direct imports from foreign suppliers and exempt from Central excise duty against indigenous suppliers as per Govt. of India. Hence, suppliers are requested to submit their bids clearly stating applicable taxes/ duties. The quoted taxes/ duties will be taken for cost evaluation & order placement and no change will be entertained later except in the case of changes made by the Government.
- 16. **Insurance**: Insurance will be arranged by BHEL in case of Ex-Works as well as FCA / FOB basis supplies.
- 17. **Terms of Payment:** Full payment will be made within 30 days after receipt, inspection and acceptance of the material (and where involved, Erection and commissioning of the material/ equipment at BHEL/Destination) though Electronic Fund transfer (RTGS/NEFT/SEFT) with bank charges, if any, to the supplier's account. For foreign suppliers, the preferred payment term will be on wire transfer basis and bank charges inside India will be to BHEL account and outside India will be to supplier's account.
- 18. **Pricebid evaluation**: All offers in conventional price bid opening or reverse auction, if any, shall be evaluated in Indian currency based on unit price, P&F, taxes/duties, freight charges if any, exchange rate, loading due to non-acceptance of our standard commercial terms. The exchange rate declared by State Bank of India under TT Selling rate on the technical bid open date shall be adopted for evaluating foreign currency bids. Suppliers shall quote competitive price and best delivery for all the items mentioned in the enquiry. BHEL reserves the right to reject partial quotations and to place order on overall landed cost basis. Correct date of effecting supplies in the event of an order should be indicated in the offer. If the supplier's quoted commercial terms are different from BHEL standard commercial terms, their offers will be evaluated as per Loading factors form sent along with enquiry.
- 19. **Packing**: The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit and indicate packing charges, if any, separately.
- 20. **Part/ Split Ordering**: BHEL reserves right to Order part of the item/ quantity of the enquiry and/or split the order among qualified vendors.
- 21. In case the goods enquired are on Rate Contract basis with any other unit of BHEL, such fact should be clearly indicated in the quotation giving full particulars of Rate Contract number, validity and price and also your willingness to comply with order if placed against such Rate Contract. A true copy of Rate contract signed by the supplier should be sent with the quotation.
- 22. **Inspection**: On receipt, the goods shall be subjected to inspection and also test, if necessary, and our decision regarding the acceptability of the goods shall be final and binding on the suppliers.
- 23. **Penalty for late delivery**: The time stipulated for delivery of goods shall be deemed to be the essence of the contract and delivery must be completed within the stipulated date/s. In the event of supplier's failure to supply the goods by the stipulated date/s, a penalty of ½% per week for the delayed no of weeks or part thereof for the undelivered portion of PO subject to a maximum of 10% of total order value shall be levied at the discretion of BHEL.
- 24. **Withdrawal from the Contract:** In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier through risk purchase.
- 25. **Guarantee/ Warranty certificate and Manufacturer's Test report**: Invariably in all cases where it is so stipulated, the supplier should furnish Guarantee/ Warranty certificate valid for a period of 18 months from date of supply or 1 year from the date of receipt, acceptance and commissioning (or more, if provide by oem) whichever earlier and manufacturer's Test report along with the goods, failing which, BHEL shall have the right to reject the goods.
- 26. **Recovery of Dues**: BHEL shall recover any amount due from the supplier or any amount outstanding to the credit of the supplier with BHEL R&D unit or any other BHEL unit(s) and/or by legal action.
- 27. **Arbitration & Forum for Legal Proceedings**: All disputes arising in connection with indigenous/ foreign supplies shall be settled through arbitration held at Hyderabad, AP, India and arbitrator shall be appointed by BHEL from the enlisted panel. The Courts at Secunderabad/ Hyderabad, AP, India shall have jurisdiction in respect of any suit or other legal proceeding arising from or relating to this contract

The rights and remedies of BHEL stated in these General terms and conditions shall be in addition and supplemental to its rights and remedies under law and custom or usage of trade or business and shall in no way be deemed to limit, curtail, supercede or derogate from its said rights and remedies.

AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS

(PLEASE FILL UP THE FORM COMPLETELY IN CAPITAL LETTERS ON YOUR COMPANY LETTERHEAD ONLY)

Type of Request (Tick one)		NEW	CHANGE		
BHEL Vendor Code (to be filled by BHEL)					
1	Company Name				
2	Address				
3	City with PIN Code				
4	State				
5	PAN Number				
6	Name of Contact Person				
7	Phone no. with STD Code				
8	Fax No. with STD Code				
9	Email ID				
10	Website (URL)				
BAN	K DETAILS FOR EFT / RTGS				
1	Bank Name				
2	Branch				
3	Branch Code				
4	Branch Address				
5	Branch Phone No.				
6	Account No.				
7	Account Type: SB/ Current/ other (S	Specify)			
8	MICR Code				
9	IFSC Code				

- I, as an authorized representative / owner of the above named company, hereby state as under:
 - 1. Enclosed here with a cancelled cheque in support of our company's bank details.
 - 2. Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account.
 - 3. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
 - 4. I hereby certify that the particulars given above are true, complete and correct.
 - 5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

Date:	Authorised Signatory Designation :

COMPANY SEAL



BHARAT HEAVY ELECTRICALS LTD.

Corp. R&D DIVISION VIKAS NAGAR, HYDERABAD- 500 093 (INDIA)

Ph: 040 – 23772704, Fax: 040 – 23770698, email: mpx@bhelrnd.co.in

VENDOR REGISTRATION FORM

(Indigenous supplier)

[FORM TO BE SUBMITTED* BY THE BIDDER ALONG WITH TECHNICAL-BID]

Before filling, please refer to instructions on page-4

1.0	<u>VEN</u>	DOR PROFILE:
	1.1	Name and address of the vendor:
		Phone Nos.: Fax No.: Email: 1. 2.
	1.2	Local representative name & address in Hyderabad/ Secunderabad:
		Phone Nos.:
		Fax No.: Email: Contact person: Mobile No.:

2.0. TYPE OF ORGANIZATION:

PROPRIETORSHIP	COMPANY	SISTER CONCERN (mention vendor registration number of main organization)	
PARTNERSHIP	CORPORATION	Small Scale Industry	ANY OTHER (Please specify)

In case of SSI unit, copy of registration to be enclosed.

3.0 ANNUAL TURN OVER:

#	Year	Turn-Over, Rs.
1	Current Year(budgeted)	
2	Previous year (200 - 0)	
3	Prior Year (200 - 0)	

4.0 NAME AND ADDRESS OF THE BANKER:

- 4.1 Bank Name
- 4.2 Branch name
- 4.3 Account number
- 4.4 Account Type
- 4.5 MICR Code:
- 4.6 IFSC Code(RTGS/NEFT):
- 4.7 Bank Phone number(s),

Blank cheque, duly cancelled, to be enclosed.

Please note that all payments shall be made through Electronic clearance services to your above account against the orders executed, if any.

5.0 REGISTRATION PARTICULARS (relevant copies to be enclosed)

- 5.1 IT Permanent Account No.(PAN):
- 5.2 State sales tax/VAT Registration No.:
- 5.3 Central Sales Tax Registration No.
- 5.4 ED Registration No.
- 5.5 Service Tax Registration No.:
- 5.6 PF Account No.:
- 5.7 Labour Licence No.:
- 5.8 ESI Account No.:

6.0 CONTACT PERSON: S/Sri

Designation::: Phone/ Mobile No.:

7.0 TOTAL NUMBER OF EMPLOYEES:

Graduates (Engr./Scientists/	Consultants	Workers		
Mgmt/Fin.)		Sup./Skilled	Semiskilled	Unskilled

8.0 LIST OF PRODUCTS/ SERVICES OFFERED

#	Products/ Services	Capacity
1		
2		
3		
4		
5		
6		
7		

9.0 REFERENCE LIST:

(Only recognized public and private sector companies, attach if printed copy available)

#	Customer	Volume / Year
1		
2		
3		
4		
5		
6		
7		

10.0 INFRASTRUCTURE / FACILITIES:

#	Facility (with specifications)	Age/ Year procured
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

11.0 REGISTRATION WITH OTHER BHEL UNIT/UNITS:

#	Unit	Registration No.	Year
1			
2			
3			
4			

12.0 ANY OTHER INFORMATION:

DECLARATION:

The information furnished above is true and authentic.

(CEO / PROPRIETOR)

SEAL:

DATE:

Note:

- 1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.
- 2. The competent authority reserves the right to accept or reject the registration.
- 3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
- 4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.
- 5. AGM, Head (MM) may be contacted for clarification/ additional information on registration.

Instructions

- 1. Fill all items. Please mention "N.A." for items/ clauses not applicable.
- 2. Use A4 sheets for this document and the enclosures. Use of additional sheets is permitted if space provided is not adequate.
- 3. Attach copies of latest documents in respect of items 5.0 (Registration no.s)
- 4. Photographs of registered office and the chief executive/proprietor shall be furnished.



BHARAT HEAVY ELECTRICALS LTD. Corp. R&D DIVISION VIKAS NAGAR, HYDERABAD- 500 093 (INDIA)

SUPPLIER REGISTRATION FORM

(FOREIGN SUPPLIER)

ALL COLUMNS SHOULD BE PROPERLY FILLED IN THE SPACE PROVIDED FOR. WHEREVER IT IS NOT APPLICABLE PLEASE WRITE "NOT APPLICABLE". INCOMPLETE OR INCORRECT FORMS MAY NOT BE CONSIDERED.

1.0 GENERAL INFORMATION:

- 1.1NAME OF COMPANY
- 1.2DETAILS OF HEAD OFFICE:

ADDRESS :

TELEPHONE:

FAX .EMAIL .WEB SITE

1.3DETAILS OF FACTORY/WORKS:

ADDRESS :

TELEPHONE :

FAX

.EMAIL :

.WEB SITE :

1.4DETAILS OF MARKETING AGENT

ADDRESS :

TELEPHONE

.FAX

.EMAIL :

.WEB SITE

- 1.5 CHIEF EXECUTIVE
- 1.6 CONTACT PERSON(S)

FOR PRODUCT OFFERED

NAME(S)

OFFICIAL CPACITY

ADDRESS:

TELEPHONE

FAX

E-MAIL

1.7 YEAR OF ESTABLISHMENT

1.8 PRODUCTION CAPACITY PER ANNUM

1.9 PARTICULARS OF PRODUCT INCLUDING SPECIFICATION AND RANGE OFFERED FOR REGISTRTION (Attach brouchers and catalogues)

- 1.10 NAME(S) OF BANKERS
- 1.11 BANKER'S CERTIFICATE
- 1.12 PORT OF LOADING
- 1.13 NEAREST AIRPORT
- 1.14 NAME OF THE INDIAN AGENT, IF ANY WITH AUTHORIZATION LETTER

2.0 FINANCIAL INFORMATION

- 2.1 ... TOTAL CAPACITY
- 2.2 ... ANNUAL TURN OVER FOR LAST 3 YEARS
- 2.3 ... WHEHER CREDIT LICENSE ACCEPTABLE YES/NO

3.0 **OUALITY MANAGEMENT SYSTEMS**

ENCLOSED FORMAT PART-B

3.1 EXPERIENCE LIST FOR SAME/ SIMILAR ITEMS TO BE ENCLOSED

4.0FUTURE EXPANSION PLANS:

(Give details)

5.0 LIST OF ENCLOSURES:

Including brouchers, catalogues, technical literature etc)

6.0 ANY OTHER INFORMATION

SIGNATURE OF SUPPIER (Authorized signatory)

NAME DESIGNATION

DATE

.....OFFICIAL SEAL

- Note: 1. BHEL Reserves the right to take penal action as deemed fit if any of the information provided by the vendor is found to be incorrect.
 - 2. Please attach separate sheets, if space found is inadequate



BHARAT HEAVY ELECTRICALS LTD. Corp. R&D DIVISION VIKAS NAGAR, HYDERABAD- 500 093 (INDIA)

Ph: 040 - 23778474, Fax: 040 - 23770698, email: mpx@bheirnd.co.in

GUIDE LINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS

- i. 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) Whenever Indian agents are representing on behalf of their principals the relevent authorisation letter and agreement copy to be enclosed along with Technical bid to consider the offer