


BHARAT HEAVY ELECTRICALS LIMITED

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

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ENQUIRY

Ref: 711700121

Date 29-04-2017

Enquiry for Instrumented Impact Test Machine

Enquiry No:711700121 Enquiry Date : 29-04-2017 Due Date: 30-05-2017 Indicative Delivery Date : 31-01-2018

Sl.No	Item Description	Unit	Qty
1	Supply, Demonstration at site of installation, Pre-dispatch inspection and Post-installation training of Instrumented Impact Test Machine with Spares and Accessories as per item specifications	LOT	1
2	Erection and Commissioning of Instrumented Impact Test Machine as per item specifications	LOT	1

Please submit your quotation for the above material in sealed cover superscribed with enquiry no, enquiry date and due date subject to our enclosed terms and conditions. The quotations shall reach us on or before the due date by 12 noon. The tenders can also be dropped in the tender box kept at the security gate,BHEL R&D. In case you are not in position to submit the offer,please send reply suitably specifying the reasons.

Sl.No	Description	Document Ref.
01	Enquiry, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

Nishanth Polumahanthi
 Sr Engineer
 nishanth@bhelrnd.co.in



ENQUIRY & QUALIFYING CRITERIA

Volume - 1
Enquiry No
711700121

Instrumented Impact Test Machine

1	Tendor inviting officer / Authority, Designation and Address	Additional General Manager(MM) BHEL R & D, Vikas Nagar (Near Balanagar), Hyderabad -500093
2	Item Description - Qty	1) Supply, Demonstration at site of installation, Pre-dispatch inspection and Post-installation training of Instrumented Impact Test Machine with Spares and Accessories as per item specifications - 1 LOT 2) Erection and Commissioning of Instrumented Impact Test Machine as per item specifications - 1 LOT
3	Enquiry Reference no.	711700121
4	Indicative Delivery Date	31-01-2018
5	Due date, Time and place for submission of tender	30-05-2017 upto 12 noon. Sealed Quotations shall be addressed to Additional General Manager(MM), BHEL R & D Division, Vikas Nagar (Near Balanagar), Hyderabad AP,India Pin - 500 093 Quotations can also be deposited in the Tender box located at Security Gate of BHEL R & D BHEL shall not be responsible for any postal/courier delay.
6	Place, Date and time of Tech.Bid opening	Tender Opening Cell (Sangam) BHEL R & D Office. 30-05-2017, 2 PM
		Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below. 1) First Cover shall contain: a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid)as per annexure 2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure.

7	Mode of Submission of Tender	If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words. The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'eoffers@bhelrnd.co.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered. The e-mail offers should have two attachments. 1) One attachment shall contain a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure 2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.
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	GENERAL TERMS & CONDITIONS (GTC)	Volume - 1 Enquiry No 711700121
Instrumented Impact Test Machine		

SL.No.	Clause	BHEL REQUIREMENT
1	General	a. All offers must include name of the contact person, phone no/mobile no, Fax no, email-id. Unsigned offers are liable for rejection. b. We, BHEL R&D, is registered with Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs Duty exemption in terms of Government Notification no.24/2007-Customs dated 01-Mar-2007 & Central Excise Duty Exemption in terms of Government Notification No. 16/2007-Central Excise dated 01-Mar-2007 as amended from time to time. Hence suppliers are requested to submit their bids clearly stating applicable taxes/duties. All foreign quotes will be evaluated with custom duty @ 5.15% for cost comparison. c. Taxes & Duties quoted will be taken for evaluation of landed cost & order placement and no change will be entertained later except in the case of changes made by the government. However please note that we are availing cenvat credit for service tax and hence service tax will be excluded in calculation of landed cost to BHEL. 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 turn over etc will be to supplier's account. d. Where ever vendor registration form and EFT details have been submitted earlier, the same need not be submitted again unless there is a change. e. BHEL R&D do not issue 'C' form . f. L1 status shall be decided on Cost to BHEL Basis.
2	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
3	Discrepancy in words and figures	(a) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount

		in figures shall prevail subject of (a) and (b) above. (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
4	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial 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.
5	Price Impacts	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 Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.
6	Price bid evaluation	All offers in price bid opening or reverse auction shall be evaluated in Indian currency based on unit price, packing & forwarding, taxes/duties, freight charges if any, exchange rate. Loading due to non-acceptance of our standard commercial terms will be evaluated as per the LOADING FACTORS form as enclosed along with the enquiry. 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.
7	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.
8	Withdrawal	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.
9	Risk Purchase	In case of default/late delivery, BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.
10	Banned List	The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com. Guidelines for suspension of business dealings with suppliers/contractors are available on www.bhel.com under supplier registration page
11	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.

12	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in news paper.
13	Arbitration	Subject to the jurisdiction of Hyderabad/Secunderabad, Andhra Pradesh, India in respect of any suit or other legal proceedings relating this contract.
14	Micro Small Enterprises (MSEs)	MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format as below) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) Where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents. Certificate by chartered Accountant on letter head This is to certify that M/s , (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No(Part-II) dtd....., Category.....(Micro/Small). (Copy enclosed). Further verified from the Books of Accounts that the investment of the company as on date..... as per MSMED Act 2006 is as follows : 1. For manufacturing Enterprises : Investment in plant and machinery (i.e. Original cost excluding land and building and the items specified by the ministry of small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006. 2. For Service Enterprises : Investment in equipment (Original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs..... Lacs The above investment of Rs..... Lacs is within permissible limit of Rs..... Lacs for.....Micro/Small (Strike off which is not applicable) Category under MSMED Act 2006. Date: (Signature)

		Name- Membership number -- Seal of Chartered Accountant
15	Contract execution Bank Guarantee (CEBG)-Capital	CEBG shall be required for all POs where value (Supply +E&C) of each P.O. is estimated to be more than Rupees 20,00,000/- (INR). The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value in the prescribed format within 30 days from the date of P.O. but before L/C opening. CEBG shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL . All bank charges on account of issuance and conformation of CEBG whether incurred in India or outside India will have to be borne by the vendor. CEBG shall be kept valid unit 30 days after the date of E&C Certificate, which will be issued on completion of Erection & Commissioning of equipment which includes erection, commissioning, job proving, performance test, training to operators etc. as prescribed in PO. If the supplier fails to submit the CEBG even with in 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.
16	Foreign Vendors	BHEL will deal directly with foreign vendors, where ever required, for procurement of goods.However, if the foreign principal desires to avail of services of an Indian agent,then foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of agency agreement (as per *). * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the agent, 3) Territory, 4) Agreement Period
17	Inspection	On receipt, the goods shall be subjected to inspection and our decision regarding the acceptability of the goods shall be final and binding on the suppliers.
18	Fraud Prevention Policy	The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
19	Signing & Stamping	Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Read and agreed for all the above general terms and conditions

Signature of the bidder with Seal & Date



COMMERCIAL TERMS & CONDITIONS (CTC)

Volume - 1
Enquiry No
711700121

Instrumented Impact Test Machine

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Reverse Auction	BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The	

		bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).	
2		Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below. 1) First Cover shall contain: - Signed General Terms & Conditions (GTC) - Filled and Signed Commercial Terms & Conditions (CTC) - Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) - Signed commercial bid - Copy of Price-bid with price (s) cells blank (un-priced price bid) as per annexure 2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in	

	Two part	figures and in words. The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'eoffers@bhelrnd.co.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered. The e-mail offers should have two attachments. 1) One attachment shall contain a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price (s) cells blank (un-priced price bid), as per annexure 2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.	
3	Weight and Packing Dimensions.	The Supplier shall indicate the shipping weight (Kgs) and dimensions(L x W x H in cms) clearly along with offer.	
4	Validity of Offer	90 days from date of techno-commercial bid opening.	

5	Agency Agreement	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 agency agreement. 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 and services to be rendered by Indian agent / associate, whether general in nature or in relation to the particular contract, must clearly be stated by the foreign supplier / Indian Agent. Any payment, which the Indian 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 Indian currency. 5. When ever Indian agents are representing on behalf of their principals, the relevant authorization letter and agreement copy to be enclosed along with technical bid to consider the offer.	
6	Nature of Vendor submitting the Offer	OEM / Agent / Representative / Dealer / Distributor / Stockist / Trader / Reseller / Channel Partner/ System Integrator / Any Other (Pl. Specify)	
7	Foreign Suppliers without Indian	To be quoted in Foreign Currency. Purchase Order will be placed on	

	Agent	Foreign Supplier.	
8	Foreign Principal availing services of an Indian Agent	Foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of Agency agreement. (as per *) To be quoted in Foreign Currency. Purchase order will be placed on Foreign Supplier. Agency Commission will be paid to Indian Agent in Indian rupees. * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the Agent, 3) Territory, 4) Agreement Period	
9	Indian Agent desirous of quoting imported Equipment	Any Indian Agent desirous of quoting imported Equipment, they should submit the quote in foreign currency along with copy of agency agreement (as per *). To be quoted in Foreign Currency. Purchase order will be placed on Foreign Supplier. Agency Commission will be paid to Indian Agent in Indian rupees. * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the agent, 3) Territory, 4) Agreement Period	
10	Indian Vendor Offering Equipment with partly imported & partly indigenous Items/Services	Imported Items to be quoted in Foreign Currency.(**) Purchase order for imported items will be placed on Foreign Supplier. Indigenous items/services to be quoted in Indian rupees.(**) Purchase order for indigenous items/services will be placed on Indian Supplier. ** 1) As BHEL R&D is registered with Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs	

		Duty exemption, BHEL desires to import the foreign items from foreign supplier with concessional custom duty. 2) In case if it is not possible to quote in foreign currency for imported items, reasons for the same to be mentioned. 3) Authorisation Letter from Foreign Supplier should be submitted.	
11	Indian Vendor offering Items manufactured / assembled / customized in India with imported/indigenous material/sub components.	Please specify both imported and indigenous content in percentage / customization done.	

Note : All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.

Read and understood the above commercial terms and conditions

Signature of the bidder with Seal & Date



OTHER TERMS & CONDITIONS

Volume - 1
Enquiry No
711700121

Instrumented Impact Test Machine

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	General Terms and Conditions (GTC)- 1.b General (Contd)	The DSIR registration certificate was valid up to 31-Mar-2017 and is under renewal. c). The current procurement is under Government of India funded project. Concessional duties, if any, available to BHEL at price bid opening shall be taken into account for evaluating landed cost calculation. Hence suppliers are requested to submit their bids clearly stating applicable taxes/duties. All offers shall be evaluated at concessional rates of duties in case the registration certificate is renewed or Government of India funded project concessions available, if any, on or before opening of price bid date or otherwise it shall be evaluated with quoted/prevaling rates at price bid opening for cost comparison. However, all suppliers have to accept Concessional duties in case if the same is available to BHEL at dispatch.	
		1) Through L/C: Please note Payment through Letter of Credit (L/C) is for foreign currency payments only. Where the payments are through L/C (L/C opening charges shall be loaded for landed cost evaluation), payment of Supply value shall be 80% on dispatch and 20% on issue of E&C Certificate. Payment of E&C Value shall be made against E&C certificate issued by BHEL. E&C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance test,	

2	Payment Terms	training to operators etc, and Submission of Performance Bank Guarantee (PBG). The L/C shall be opened by BHEL as per following: (i) Within 30 days of receipt of acceptable CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the Supply value of PO (30% of 80%) Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24% to 80% of the Supply value of PO. The above L/C can be negotiated after the Shipment against submission of B/L or AWB and such other documents as mentioned in the PO. The above L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents. (ii) 15 days prior to the scheduled & confirmed arrival of the technicians of supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO plus 100% of the E&C value of PO. The validity of L/C would be sufficient to cover the period required for the completion of E&C plus 21 days as negotiation period. This L/C can be negotiated after: (a) Completion of E&C of the equipment in BHEL and against E&C certificate issued by BHEL and (b) Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 30 days beyond the warranty period with an additional claim period of 2 months by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor. Under all circumstances, CEBG shall be kept valid till the PBG becomes	
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		operational. 2 Direct Payment (foreign and Indian Suppliers): In case of direct payment , 80% payment of Supply value shall be made with in 45 days form the date of receipt of material with clear documents at BHEL. Balance 20% of supply value plus 100% of the E&C portion of PO Value will be paid against E&C certificate issued by BHEL and Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 30 days beyond the warranty period with an additional claim period of 2 months by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format.. The PBG confirmation charges shall be borne by vendor. 3. Bank Guarantee and Loading againstnon acceptance of BHEL,s Payment Terms: If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment/opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value. Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed: (A) Base rate of SBI as applicable on the date of tender opening + 6%, for the amount & period of relaxation sought by bidder. (B) On account of payment through LC if insisted by bidder , bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC as per prevailing bank rates.	
3		1 For the purpose of penalty for	

Penalty for Delay
in Supply and E

delay in E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. 2 Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor . Penalty will be considered separately for 'Supply' and 'E&C'. The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value(Supply+E&C). in supply subject to a maximum of 10% of total PO value (Supply+E&C). The rate penalty for delayed E&C shall be @0.5% per week of delay of total PO Value (Supply+E&C) in E&C subject to a maximum of 10% of total PO value (Supply+E&C) Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply+E&C). In case PO includes more than one machine, the penalty shall be limited to 0.5% per week of delay on total PO Value(Supply+E&C) for the delayed machine. 3 Loading on account of nonacceptance of Penalty for delayed Supply and /or E&C shall be as under: In case any bidder is not accepting the above penalty for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. 4 Incase, any shortage is noticed viz-a-viz PO requirement in the main equipment/spares, such shortages shall be replenished by supplier on for destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier. 5. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs form BHEL. In the Techno-Commercial Bid, the bidder shall

		submit milestones for various activities in co-relation with Supply and E&C period quoted by him.	
4	Installation & Commissioning Charges	Installation & Commissioning Charges value will include services to be rendered at BHEL like erection, commissioning, job proving, performance tests, and on-site training to operators etc. The estimated percentage value of these charges as per BHEL: as per % specified in the NIT/itemspecification/ technical specifications. The Supplier should quote these charges as % of (exw total Supply value) separately in technical bid. Only in case where quoted value is less than the value (in %) specified in the NIT or separate value is not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment as per Payment terms of enquiry.	
5	Force Majeure Clause	If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall	

		be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.	
6	ARBITRATION & CONCILIATION	Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Unit-Head, Corporate Research and Development, Vikasnagar, Hyderabad-500093, Telanga State, India (Head of the BHEL Unit issuing the Contract). The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Corporate Research and Development, Vikasnagar, Hyderabad-500093, Telangana State, India (the place from which the contract is issued) The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to	

		the arbitration in terms of Clause above, the Courts at Hyderabad/ Secunderabad, Telangana State, India (Name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.	
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Signature of the bidder with Seal & Date

	ITEM SPECIFICATIONS	Volume - 2 Enquiry NO 711700121
Instrumented Impact Test Machine		

SL.No.	Item			
1	Supply, Demonstration at site of installation, Pre-dispatch inspection and Post-installation training of Instrumented Impact Test Machine with Spares and Accessories as per item specifications			
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1	Scope of supply and testing	Supply, installation, commissioning, demonstration and user training of notched bar Instrumented Impact testing of metallic materials system for carrying out tests of standard Charpy V-notch metallic specimens (10mm x 10mm x 55mm) as per ASTM E23 standard in the temperature range from (-150 deg.C or lower) to (+300 deg.C or higher) within ± 1 deg.C of set temperature to determine toughness of material, fracture toughness evaluation and Ductile Brittle Transition Temperature (DBTT)/ Fracture Assisted Transition Temperature (FATT) estimation.	
	2	Capabilities of system to be supplied	a) The machine, accessories, auxiliaries shall provide experimental capability in sample preparation, controlling test parameters, data acquisition, storage and retrieval for the tests to be carried out. b) The machine should have the safety housing and should have an electrical/magnetic/electromechanical safety interlock or any other built in safety mechanism, which prohibits the operation of the machine when any housing is open (either fully or partly). This must be CE complaint and a certificate in proof of/ conformity to this must be enclosed with the bid. c) The instrumented tups, anvils and fixtures supplied should be capable of conducting impact toughness tests,	

		etc. on specimens as specified in scope of supply and testing.	
3	Main frame and accessories	a) The machine shall provide the impact energy measurement in the range from 30 Joules(or lower) to 450 Joules with a resolution better than or equal to 0.1 J. System should have a provision for digital display of the impact/ fracture energy. b) The total friction and windage losses of the machine during the swing in the striking direction shall not exceed 0.5 % of the scale range capacity. c) The instrumented striker assembly for the Instrumented Charpy test should be attached with integral force transducer. One instrumented striker according to ASTM E23 should be included with the equipment for carrying out impact tests on full size (10mm x 10mm x 55mm) Charpy V notch samples. d) The velocity of the striker on the point of impact shall be adjustable over a wide range from (2.75 m/s or lower) to (5 m/s or higher). e) The overall system shall be designed to be very rigid, to minimize vibration and machine compliance issues. f) The system shall ensure minimum energy loss due to base flexure. g) Suitable anvil(s) to carry out impact tests on full size (10mm x 10mm x 55mm) Charpy specimens, complying with ASTM E23 should be included with the system. h) 1 No. of specimen handling tongs for carrying out impact tests with Charpy V-notch specimens ensuring smooth transfer from the cooling and/or heating chamber to the support/adaptor have to be provided along with the equipment and respective part number has to be indicated. This is required in case of any requirement for manual handling. i) 2 No.s of support/adaptor (parts with which the sample is in contact before testing) on which the Charpy V-notch sample will be positioned	

		before impact test have to be provided along with the equipment and respective part number has to be indicated. j) A suitable lateral expansion gauge, calibrated in SI units, as per ASTM E23 is preferred k) The suitable fixture shall be supplied to ensure that anvils are accurately positioned relative to the tup. l) Anvils shall be designed to be easily replaced and they have to be independent of the supports or adapter plates. m) Control systems shall provide electrically driven motorized system fitted with brake for positioning and releasing of the pendulum. n) Non-contact angle measurement system or a high resolution encoder for accurate angle measurement of the pendulum during lifting by instrumented motor should be provided.	
	4 Automatic sample positioning system and testing	a) A mechanism for transfer of each sample (upon command from control system) from heating or cooling chamber appropriately onto the anvil/ shoulder/ abutment and automatically releasing the pendulum for striking, recording of test data and lifting of the pendulum back to position with instrumented motor. This process has to be repeated for all samples required for testing loaded in the sample magazine/ carrier. b) This positioning system is required for positioning the samples subsequent to preset heating and/or cooling requirement, and testing as per ASTM E23 standard within 5 seconds of their removal from the same. c) This system must be integrated with the main equipment and its control system for trouble-free testing after transfer of samples to the striking location. d) All accessories, auxiliaries required for this function have to be quoted and indicated clearly with part	

		numbers. e) Robotic/ actuator mechanisms are preferable.	
5	Power supply	a) The equipment along with all accessories, auxiliaries should work with following inputs of AC power supply: (1) 220-240V; 50 Hz; Single (1) phase OR (2) 400-440V, 50Hz; Three (3) phase. Actual option(s) to be utilized by the equipment must be mentioned. b) Necessary adapters (if any) have to be provided along with the equipment.	
6	Temperature chamber(s) requirement	a) Low temperature chamber to accommodate a minimum of 10 number of impact testing specimens (of dimensions 10mm x 10mm x 55mm). Required range of operation of this chamber is from -150deg.C to ambient (20-35deg.C). If lower range of this operation is less than -150deg.C, it is also acceptable and it has to be indicated clearly. Cooling mechanism has to be supplied along with this chamber. b) High temperature chamber to accommodate a minimum of 10 number of impact testing specimens (of dimensions 10mm x 10mm x 55mm). Required range of operation of this chamber is from ambient (20-35deg.C) to +300deg.C. If upper range of this operation is more than +300deg.C, it is also acceptable and it has to be indicated clearly. Heating mechanism has to be supplied along with this chamber. c) Both the chambers can be provided as an integrated/combined chamber. However, detailed mechanism of heating and cooling, range of operation, etc. has to be indicated. d) Cooling and/or Heating chamber should have proper insulation from the environment to maintain uniform temperature throughout the chamber. e) Facility for setting required temperature for soaking of samples has to be available either in	

		control/testing software of equipment or on the chamber(s). f) Display of actual temperature of the samples and the set temperature of the cooling and/or heating chamber should be available on the chamber(s) or in the control/testing software or both. g) Cooling and/or heating chamber should facilitate temperature measurement from the closest vicinity of the specimen, with an accuracy of ± 1 deg.C. h) Cooling medium should preferably (but not necessarily) be liquid nitrogen which shall be stored in a suitable vacuum super insulated pressure tank. This tank or canister required for storage and/or operation of liquid nitrogen necessary for operation has to be supplied. Liquid nitrogen will be supplied at site of installation by BHEL R&D during installation, demonstration and training. In case cooling medium is not liquid nitrogen based, detailed explanation of the cooling mechanism with cooling medium must be provided. i) Heating and/or cooling chambers must be compatible with the equipment and automatic positioning system for testing purposes.	
7	Safety procedures required for the equipment (during operation and other conditions)	a) Access to specimen area should be protected when impact mass is in unsafe position. b) Adequate safety enclosure to prevent access to the specimen and test area using electric/magnetic/electromechanical interlock or any other built in safety mechanism (should be mentioned clearly in detail) must be present. Clear visibility for easy viewing of the specimen during testing should be provided. c) Projectile resistant arrangements must be ensured. These must be indicated in detail. d) No unsafe release of the impact mass shall be possible under any of the following conditions:	

		-Failure of mains power supply -Failure of control software e) All safety systems should be fail-safe. f) Any other added safety feature must be described in detail and quoted separately. g) The impact testing equipment must have a safety encompassing and safety regulations and must be CE compliant.	
8	Direct Dynamic Force Measurement System	The machine must be accompanied by a system for directly measuring the dynamic force/ displacement/ energy of the specimen as a function of time during contact of striker with the specimen having temperature in the range of -150 deg.C to +300 deg.C. a. Force-time data must be precisely triggered and shall be accomplished by continuously monitoring the load signal and saving data when a significant rise in load occurs. b. The system shall be capable of recording rapid load change events of the specimen. c. The energy measurements shall be obtained with a resolution better than or equal to 0.1 J d. The data acquisition speed should be 1,000,000 readings per second or better (higher).	
9	Language for operation and instructions	English	
		(i) The machine must be accompanied by a suitable, compatible, state of the art workstation based control system with the appropriate hardware and software for accurate control of the tests, data acquisition, analysis, storage and retrieval and a color laserjet printer for data printing and report generation. It should be equipped to record/measure/calculate and display (a) Load vs Time; (b) Load vs Displacement; (c) Displacement vs	

	10 Control and data acquisition system	Time data with following accuracy or better: Maximum sampling rate: 1,000,000 data points per second or better (higher). Selection of appropriate sampling rate (from maximum sampling rate) by the user may be provided. Resolution: 16 bits or better Data points captured per impact: 1,000,000 or higher Calibrated load accuracy: $\pm 0.1\%$ or better Time-base accuracy: $\pm 0.01\%$ or better All required interfaces, instrumentation and data acquisition software packages have to be included in the offer and indicated in detail. Triggering of data acquisition from force signal, laser/photodiode detector or any external trigger should be possible and it should be indicated clearly. Possibility of conversion of raw data to ASCII format and its storage and retrieval by the user should be ensured. (ii) The instrumentation should be equipped with integrated software and hardware packages for plotting, overlaying and analyzing the results. The system shall include signal conditioning unit, impact velocity measuring system with digital display unit and triggering unit. The Graphical User Interface (GUI) should provide both control of the impact test (impact parameters and data acquisition parameters) and analysis of the resulting data. These	
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		should include Impact parameter (Impact angle, velocity or energy), Data acquisition parameters (sample rate, sweep length, etc.).	
11	Spares and tools (if any)	a) Spares may include, for example, tool kits, specific spanners/tools, etc. for carrying out service, fuses, motor, etc. which are required for operation and also for service of the equipment as necessary at site of installation. b) Recommended or suggested spares (including spare fin(s)/striker(s) as per ASTM E23 for the entire range of operation which is mandatory) for 2 years of normal, trouble-free working post stipulated warranty period of the Instrumented Impact Test Machine and its accessories, auxiliaries by the OEM have to be quoted and listed with proper justification and details. c) The list of recommended spares for 2 years of normal, trouble-free working post stipulated warranty period has to be provided from OEM only and a certificate in proof of this has to be submitted by OEM along with the offer. d) Unit rate of spares shall have validity of 5 years post stipulated warranty period	
12	NIST Standard specimens	a) For conducting Charpy testing, 5 sets of NIST self-verification standard specimens covering the high energy approximately in the range of 88J to 136J should be provided. Each set should comprise of 5 specimens. b) These specimens shall be accompanied by proper test certification, issued by an internationally accepted agency engaged in Charpy testing system calibration. c) One set of standard specimens sets shall be utilized at OEM works/ factory solely for the use of BHEL at the time of PDI d) One set of standard specimens sets shall be supplied along with equipment and they will be utilized at site of installation (i.e., BHEL Corp.R&D, Hyderabad, India) solely	

			for demonstration at site. e) Three sets of standard specimens sets shall be supplied along with equipment and they will be utilized in future by BHEL for calibration purposes. f) These must be quoted separately.	
	13	Motorized Charpy Broaching Machine	a) Motorized Charpy broaching machine should be supplied along with the instrumented impact test system. b) This equipment should be capable of making 2mm Charpy V notch as per ASTM E23 standard on 10 mm x 10 mm x 55 mm type of samples. c) Special foundation requirements (if any) have to be quoted separately. These item(s) have to be supplied along with equipment foundation for civil works as per "Other requirements" clause under General Specifications part of tender d) 3 No.s of broaches should be provided along with this equipment capable of broaching the following samples: e) Samples to be broached include Ni-base superalloys (such as Alloy 617M, Alloy 625), steels (such as T/P11, T/P22, T/P91, Super304H, etc.) and their welds (similar and dissimilar) f) This should be certified by OEM of Instrumented Impact Test Machine and has to be supplied along with the same.	
2	Erection and Commissioning of Instrumented Impact Test Machine as per item specifications			
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
			a) E&C or Installation has to be carried out at BHEL Corporate R&D Division, Hyderabad – 500093, India, by the OEM or their authorized service agency/ personnel only. b) Supplier should indicate number of days	

				required to start the E&C after receiving intimation from BHEL on readiness of the site for E&C. c) Supplier should indicate duration (in days) for completion of E&C, demonstration and post-installation training at site of installation. d) Delay in completion of E&C within stipulated time indicated earlier will attract penalty as per Late Delivery (LD) clause mentioned in commercial terms and conditions (CTC) as applicable. e) All cables, adapters, etc. required for integration of each and every component of Instrumented Impact Testing Machine must be supplied along with the system. Any requirement for handling, etc. the equipment(s) during E&C/ Installation should be arranged by the supplier/vendor. It is the responsibility of the supplier to integrate all the systems (including accessories, auxiliaries, if any) and ensure the functionality of the entire Instrumented Impact Testing Machine and accessories, auxiliaries as per technical scope of the enquiry. f) E & C charges will include services to be rendered at site of installation like	
		1	Erection and Commissioning (E&C) or Installation		

erection,
commissioning, job
proving, performance
tests, and onsite training
to operators etc.

g) The estimated
percentage value of
these charges as per
BHEL: 6% of basic
equipment price (i.e.,
price of equipment with
accessories and
auxiliaries (if any),
excluding spares).

h) The Supplier should
quote these charges as
% of basic equipment
price separately in
unpriced and price bids
as per enclosed
ANNEXURE III and IV
respectively as per
appropriate formats.

Only in case where
quoted value is less than
the value (in %)
specified above or
separate value is not
mentioned in the offer,
value for E&C shall be
deemed to be
considered as the value
indicated above (6%)
and accordingly supply
value will be adjusted
from that quoted value
and balance will be
released as E&C
payment as per Payment
terms- under

Commercial terms and
conditions of enquiry.

i) E&C report should be
submitted to BHEL
after successful
completion of the same.
E&C charges will be
paid only after
successful completion
of E&C and submission
of report.

j) All travel, boarding,

		lodging and other charges (if any) for authorized personnel deputed for E&C/ Installation and demonstration should be borne by the vendor	
G	General Specifications		
	sl no	Descriptions	BHEL Specifications
			a) Original Equipment Manufacturer (OEM) means, the manufacturer and supplier of this “Instrumented Impact Test Machine” is the vendor/ supplier for this tender with the following criteria: b) Country of OEM must also be the country of origin (manufacture). A declaration has to be submitted as a proof of compliance to this clause c) OEM must have supplied Instrumented Impact Test Machine(s) in the past 5 (five) years to a minimum of 5 (five) different customers in India/ Abroad as on the enquiry date mentioned in the tender. d) Of the 5 (five) different customers mentioned in “c” of PQC clause, OEM should have supplied and installed/ commissioned atleast one equipment in the last 3 years. e) OEM must have also supplied Instrumented Impact Test Machine(s) in the past 5 (five) years to at least 2 countries outside the country of origin (manufacture). f) The average financial turnover of OEM in the past 3 financial years should be equal or above 1 million US

1 Pre-Qualification
Criteria (PQC)

dollars or equivalent currency (exchange rate of USD as on enquiry date mentioned in the tender shall be considered). Details, i.e., documents where in the Financial turnover of OEM are reflected, should be provided. (For example: Financial statement of Profit and Loss account, balance sheet, etc.)

g) Prospective bidder shall furnish specific details of the company performance in the enclosed ANNEXURE-I

h) A detailed list of customers with Purchase Order (PO) number and date of purchase, date of Erection and Commissioning (E&C), contact details of customers to whom these equipments were supplied in past 5 (five) years as on the enquiry date mentioned in the tender must be provided as per ANNEXURE-II enclosed with the enquiry.

i) Apart from the above mentioned list, one of the following reports/ certificates per customer for a minimum of 3 customers from the list mentioned in S.No. "c" of PQC, have to be provided along with technical bid: Service reports OR Performance emails/ reports, which are not less than one year old as on enquiry date mentioned in the tender. These should indicate clearly that the equipment must be operating without breakdown for atleast 1 year as on date of performance certification.

j) OEM must have an office in India or authorized service provider/ agency in India to provide after-sales

		service, support and maintenance for Instrumented Impact Test Machine being quoted. A certificate in proof of this has to be submitted along with the bids.	
1	Pre-Qualification Criteria (PQC)	k) BHEL will carry out independent verification of performance certification. Hence, prospective bidders are required to give only reference of those customers who are willing to confirm independent verification and not refrain from the same on the grounds of confidentiality. l) Indian suppliers and foreign suppliers are required to provide all ANNEXURES as per Indian supplier's formats and foreign supplier's formats respectively which are enclosed with the enquiry. m) Suppliers are required to submit unpriced bid (must be quoted only as per ANNEXURE III, V, VI) and price bid (must be quoted only as per ANNEXURE IV) as per appropriate formats.	
		a) Warranty for all parts: Warranty for 12 months from the date of completion of E&C or 18 months from the date of receipt at BHEL R&D, Stores whichever is earlier. If any vendor quotes more than the above stipulated warranty period, cost implication of extra warranty period will not be considered for cost comparison. b) During warranty period, the repairs/ maintenance of the equipment, if any, shall be carried out by the vendor	

	2	Warranty	at free of cost at BHEL R&D, Hyderabad only. c) During warranty period, all upgrades to the operation related, data acquisition, processing and data-logging software must be provided free of cost. d) During warranty period, spares to be procured under recommended spares along with equipment will not be utilized as this is comprehensive in nature. Hence, all necessary parts should be provided by the OEM as and when required during warranty period. e) If during warranty period, there is any breakdown of the equipment for a duration beyond 7 days from the date of reporting, warranty period will be extended by that duration. This should be complied by the vendor. f) Contact information of service engineers MUST be provided at the time of installation or E&C. g) Availability of trained service engineers in India for attending the problem in at most 3 days has to be ensured and complied to.	
			a) Supplier should intimate the readiness of equipment for PDI at OEM's works. b) The OEM should intimate for PDI and Training at least 45 days in advance from the proposed PDI and Training date. c) Scope, Duration and daily schedule for PDI should be indicated in the offer. d) At the OEM works/ factory, the equipment shall be demonstrated for following performance tests as a part of PDI: 1) Demonstration of tests on	

3 Pre Dispatch
Inspection (PDI) and
Training at OEM
works

at least 5 standard specimens (10mm x 10mm x 55mm) of steel samples (supplied by BHEL) for determination of impact energy (in J), with repeatable output at ambient temperature.

2) Tests on standard specimens (10mm x 10mm x 55mm) of ferritic steel samples (supplied by the BHEL) at temperatures from -150 deg.C to +300 deg.C (in the intervals of 50 deg.C) for Ductile to Brittle Transition Temperature (DBTT) or Fracture Assisted Transition Temperature (FATT) determination. 1 set to be tested per temperature considered. (1 set = 5 numbers of specimens)

3) Successful demonstration of tests as per ASTM E23 with NIST self-verification standard calibration specimens (1 set) of the high energy (approx. 88J to 136J) levels. These samples will be verified along with their NIST certificates before proceeding for demonstration. (1 set = 5 numbers of specimens)

e) During PDI, suggested modifications/ changes, if any by BHEL official should carried out and intimated to BHEL for dispatch clearance.

f) Dispatch clearance for consignment will be given by BHEL Official after carrying out PDI at OEM's works.

g) Training at OEM works will be carried out subsequent to PDI

h) Detailed training at OEM work's / factory has to be provided by factory engineer to 1 BHEL official on

		working of all modes of the equipment along with the accessories, handling the software for operation or data acquisition and maintenance procedures. Training should also be provided on safety features, tasks to be performed in case of emergency, etc. i) Detailed scope, duration and daily schedule for training at OEM works has to be indicated in the offer. The training charges, if any, have to be quoted separately as per ANNEXURE-IV enclosed with the enquiry. The duration and total charges for the same has to be indicated appropriately in unpriced and price bids as enclosed as ANNEXURE III, V and ANNEXURE IV respectively. j) Training certificate/ report should be submitted to BHEL official after successful completion of the same.	
4	Operation and Maintenance (O & M) manual(s)	One O&M manual in English (1 No. Hardcopy and 1 No. softcopy (in a CD/DVD/Datacard)) should be supplied along with the equipment.	
		For acceptance at the installation site, the supplier shall be responsible for performing the following tests as a part of E&C of the equipment: 1) Successful demonstration of tests as per ASTM E23 with NIST self-verification standard calibration specimens (1 set) of the high energy (approx. 88J to 136J) levels to be supplied by the supplier along with the equipment. These samples	

	5	Demonstration at site of installation	will be verified along with their NIST certificates before proceeding for demonstration. 2) Successful demonstration of tests for specimens with standard dimensions (10mm x 10mm x 55mm) using atleast 5 sets of specimens supplied by BHEL at various temperatures (between -150 deg.C to +300 deg.C at various intervals) for determination of DBTT/ FATT 95% repeatability (1 set = 5 numbers of specimens). Demonstration report should be submitted to BHEL after successful completion of the same. Demonstration charges at site of installation should be quoted separately in unpriced and price bids as per ANNEXURE III and IV respectively. All travel, boarding, lodging and other charges (if any) for authorized personnel deputed for demonstration should be to vendors account.	
			a) Supplier should intimate all pre-installation and utility requirements (such as: (a) power requirement(s); (b) earthing/ grounding requirement(s); (c) temperature, humidity control requirement(s); (d) dimensions of equipment, weight and space requirements; (e) civil works such as head room requirement, special foundation requirement with drawings and procedure for laying foundation, etc.)	

	6	Other installation requirements at site of supply	along with the technical bid. b) Any parts/ accessories of the equipment(s) to be incorporated in the civil works (such as steel reinforcements for foundation of equipment, reinforcements for foundation of broaching machine, etc.) have to be dispatched within 4 weeks from the receipt of the purchase order acknowledgement (from the OEM), to the site of installation. These have to be indicated in detail and mentioned in the bid.	
	7	Post-installation Training	a) Post-installation training shall also be provided by the installation engineer(s) for all modes of Instrumented Impact Testing Machine along with accessories (if any) being provided, at site of installation for 1 official from BHEL b) Post-installation charges at site of installation should be quoted separately in unpriced and price bids as per ANNEXURE III and IV respectively. c) Post-installation training certificate/ report should be submitted to BHEL after successful completion of the same. d) All travel, boarding, lodging and other charges (if any) for authorized personnel deputed for post installation training should be to vendors account.	
			a) Non-comprehensive AMC charges for all the same being quoted for 5 years beyond the stipulated warranty period have to be quoted in per year basis (in terms of % of basic	

8	After sales support and Non-comprehensive Annual Maintenance Contract (AMC)	equipment cost), for 5 years, after expiration of the stipulated warranty period as per ANNEXURE-IV enclosed with the enquiry. Unpriced bid as per ANNEXURE-VI also has to be submitted. b) These charges have to be valid for 5 years beyond the stipulated warranty period. c) BHEL will consider loading of AMC charges for cost evaluation while deciding the tender priorities d) BHEL reserves the right to place a separate order/ orders for AMC contract for 5 years and/ or part thereof, at the rates quoted. e) The vendor should ensure the availability of spares “for 6 years from date of installation” or “for 5 years beyond stipulated warranty period”. f) All software upgrades have to be provided free of cost during service AMC period g) If during AMC period there is any breakdown of the equipment for a duration beyond 7 days from the date of reporting, AMC period will be extended by that duration. This should be complied by the vendor.	
9	Brochures/ Technical details	Brochures/ Technical details/ supporting information for compliance to all the item specifications listed in the enquiry has to be submitted along with the offer.	
		The equipment enquired forms a part of a Government of India funded Project (Scheme) and the delivery period mentioned below has been derived	

10 Delivery Period

keeping in view of the Scheme completion date. Vendor shall comply with this required period. Bidder should quote time period separately for 'Supply' and 'E&C' of equipment

(A) Supply period:

i) For Supply portion, duration shall be counted from the date of Purchase Order.

ii) Delivery period shall not be linked to , Order acceptance, submission of drawings etc.

iii) Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL.

iv) In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in correlation with Supply and E&C period quoted by the vendor/ supplier

v) Time period required for dispatch (OBL (Ocean Bill of Lading) date for out-side India Suppliers/ LWB (Lorry waybill) date for FOR-BHEL R&D Stores for Indian Suppliers) from the date of Purchase Order.

vi) "Vendor's confirmation" below

DELIVERY PERIOD (in Weeks) REQUIRED BY BHEL (SUPPLY PORTION) (PO date to OBL/LWB date):: 26 weeks

a) An additional period of 4 weeks from OBL date to IGM (Inward Goods Manifest) date at Mumbai/Nhavaseva/Chennai Seaport, India,

b) An additional period of 6 weeks from OBL date to IGM date at ICD Sanathnagar, Hyderabad, India, shall be given towards sailing period for outside India Suppliers.

c) An additional 2 weeks (LWB date to BHEL R&D Stores) shall be given to Indian Suppliers

DELIVERY PERIOD (in Weeks) OFFERED BY VENDOR (SUPPLY PORTION) (PO date to OBL/LWB date)::_____

(B) E&C period: Duration shall be counted from the E&C start date.

E & C PERIOD (in Weeks) REQUIRED BY BHEL: 2 weeks

E & C PERIOD (in Weeks) OFFERED BY VENDOR (E & C PORTION):_____

However, while evaluating the offers, those offers which are not conforming to the requested delivery and E & C period by BHEL, COMMERCIAL LOADING @ 0.5 % of the purchase order value per week will be done for the EXTRA PERIOD requested. Commercial loading on the offered price will be done

		during evaluation of the offers.	
11	Future upgradation of hardware possibilities	All future upgrade possibilities to the present Instrumented Impact Testing Machine being quoted have to be indicated in detail (if any). This is for BHEL information only.	
12	Test Certificates required	a) Manufacturer's test certificate shall be provided along with the items b) Calibration certificates from internationally recognized authorities for the load and displacement measurement systems (if present in the equipment being quoted) should be provided according to ASTM E23 standard.	

* Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

Signature of the bidder with Seal & Date

LOADING FACTORS



NOTE : IN CASE OF DEVIATION TO BHEL TENDER SPECIFIED TERMS, LOADING FACTOR INDICATED IN FOLLOWING TABLE WILL BE APPLIED TO QUOTED PRICE WHILE EVALUATING THE LOWEST QUOTE

A. FOR INDIGENOUS PURCHASES					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
A.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R& D	SAME	NIL
				PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR ONE MONTH
				FULL ADVANCE PAYMENT WITH BANK GUARANTEE	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH
				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH
				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH
A.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AND BALANCE 10% WITH IN 30 DAYS OF COMPLETION OF E&C.	SAME	NIL
				100% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF SUPPLIES AND E&C	NIL
				90% PAYMENT AGAINST PROFORMA INVOICE/ DESPATCH DOCUMENT AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C.	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON 90% OF THE VALUE OF PO FOR ONE MONTH
				90% PAYMENT AGAINST PROFORMA / DESPATCH DOCUMENT AND BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON TOTAL VALUE OF THE PO FOR ONE MONTH
				90% ADVANCE PAYMENT WITH BANK GUARANTEE AND BALANCE 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON 90% OF THE PO VALUE FOR DELIVERY PERIOD (ROUNDED OFF TO THE NEAREST MONTH) + 1 MONTH
				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND (90 -X) % PAYMENT ON RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% AMOUNT FOR ONE MONTH
				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND BALANCE (90 - X) % PAYMENT AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH

B. FOR FOREIGN PURCHASES (IMPORTED)					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
B.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D. (DESPATCH DOCUMENTS WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				LC PAYMENT AGAINST DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 5%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				FULL ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRNSFER/LC WITH BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
B. FOR FOREIGN PURCHASES (IMPORTED)					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
B.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT BY WIRE TRANSFER WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	SAME	NIL
				SIGHT DRAFT ON RESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				90 PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS, BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% OF BASIC VALUE AS ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (Rounded off to nearest month) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD(Rounded off to the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% FOR ONE MONTH
				PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD(Rounded off to the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH
C. PENALTY FOR DELAYED DELIVERY (COMMON FOR INDIGENOUS AND IMPORTS)					
SLNO	COMMERCIAL TERMS		BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
C	LD CLAUSE		IN THE EVENT OF DELAY IN AGREED CONTRACTUAL DELIVERY, PENALTY OF 0.5% (HALF PERCENT) PER WEEK BUT LIMITED TO A MAX OF 10% OF TOTAL ORDER VALUE WILL BE APPLICABLE	AGREED	NIL
				IF NOT AGREED	LOADING @ 10% OF THE BASIC MATERIAL COST
				IF AGREED FOR X%	LOADING @ (10-X)% OF THE BASIC MATERIAL COST
D. GUARANTEE/WARRANTY PERIOD (COMMON FOR INDIGENOUS AND IMPORTS)					
SLNO	COMMERCIAL TERMS		BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
D	GUARANTEE/WARRANTY PERIOD		STIPULATED OR REQUIRED GUARANTEE/ WARRANTY PERIOD(X)	AGREED	NIL
			MINIMUM ACCEPTABLE GUARANTEE / WARRANTY PERIOD(Y)	NOT AGREED FOR STIPULATED BUT AGREED FOR MINIMUM GUARANTEE/WARRANTY(Y)	LOADING @ 10 % OF THE ORDER VALUE PER ANNUM FOR THE REDUCED GUARANTEE PERIOD (X-Y)

Terms & Conditions of Reverse Auction



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 (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at "Total Cost to BHEL" 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) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction?, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS

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

Vendor Code (to be filled by BHEL)	
------------------------------------	--

Type of Request (Tick one)	NEW	CHANGE
1 Company Name		
2 Address		
3 City with PIN Code		
4 State		
5 PAN Number		
6 TIN/ VAT No.		
7 CST No.		
8 Service Tax No.		
9 Name of Contact Person		
10 Mobile number		
11 Ph. no. with STD Code		
12 Fax No. with STD Code		
13 Email ID		
14 Website (URL)		

BANK 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 (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 :
Company
Seal

Authorised Signatory
Designation :



RD:MPX:F-13

Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

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 VENDOR PROFILE:

1.1 Name and address of the vendor:

Phone Nos.:Fax No.:Email: 1.

2.

1.2 Local representative name & address in Hyderabad/Secundrabad :

Phone Nos.:Fax No.:Email:Contact Person:Mobile No:

2.0 TYPE OF ORGANISATION:

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. It is requested that MSME registration certificate to be enclosed and tick the following:

Type of Major Activity: Manufacturing / Service

Category of Enterprise: Micro / Small / Medium

Social Category : GENERAL / SC / ST / OBC

Udyog Adhaar Number (UAN):_____

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/Mgmt/Fin.)	Consultants	Workers		
		Sup./Skilled	Semiskilled	Unskilled

8.0 LIST OF PRODUCTS/ SERVICES OFFERED:

#	Products/ Services	Capacity
1		
2		
3		
4		
5		

9.0 REFERENCE LIST :

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

#	Customer	Volume / Year
1		
2		
3		
4		
5		

10.0 INFRASTRUCTURE / FACILITIES:

#	Facility (with specifications)	Age/ Year procured
1		
2		
3		
4		
5		

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.



RD:MPX:F-14

Bharat Heavy Electricals Limited

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:

1.1 NAME OF COMPANY

1.2 DETAILS OF HEAD OFFICE:

ADDRESS :
 TELEPHONE :
 FAX :
 EMAIL :
 WEB SITE :

1.3 DETAILS OF FACTORY/WORKS:

ADDRESS :
 TELEPHONE :
 FAX :
 EMAIL :
 WEB SITE :

1.4 DETAILS 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 :
 EMAIL :

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 QUALITY MANAGEMENT SYSTEMS

ENCLOSED FORMAT PART-B

3.1 EXPERIENCE LIST FOR SAME/ SIMILAR ITEMS
 TO BE ENCLOSED

4.0 FUTURE EXPANSION PLANS:

(Give details)

5.0 LIST OF ENCLOSURES:

(Including brouchers, catalogues, technical literature etc)

6.0 ANY OTHER INFORMATION:

SIGNATURE OF SUPPLIER (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 Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

RD:MPX:F-13

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

PROFORMA OF CONTRACT EXECUTION BANK GUARANTEE (CEBG)

In consideration of the Bharat Heavy Electricals Limited¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi - 110 049, India through its Unit at Corporate R&D, Vikasnagar, Hyderabad - 500 093, Telangana, (name of the Unit) having agreed to accept (Name of the Vendor / Contractor / Supplier) having its registered office at _____² (hereinafter called the said Contractor which term includes supplier), under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs.⁴ (Rupees -----
-----)⁴ (hereinafter called the said Contract) of Contract Execution Bank Guarantee for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only), we _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till erection and commissioning is completed and Performance Bank guarantee is submitted or till _____⁶ office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory commissioning of the equipment and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) _____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ (indicate the name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

* This date to be indicated should not be earlier than 60 days after the date contemplated under the contract.

¹ NAME AND ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

^{6 and 9} VALIDITY DATE: One Month beyond completion of E&C date

^{7 and 10} DATE OF EXPIRY OF CLAIM PERIOD: two months beyond validity date

⁸ BG AMOUNT IN FIGURES AND WORDS.

Note:

1. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

- b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi - 110 049, India through its Unit at Corporate R&D, Vikasnagar, Hyderabad - 500 093, Telangana, (name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated ³ valued at Rs..... ⁴ (Rupees ----- ----)/FC.....(in words.....) for ⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

^{6 and 9} VALIDITY DATE: warranty period from Commissioning date.

^{7 and 10} DATE OF EXPIRY OF CLAIM PERIOD: 2 months beyond validity date

⁸ BG AMOUNT IN FIGURES AND WORDS.

Note:

1. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

CHECK POINTS FOR FURNISHING THE BANK GUARANTEE (BG) AND CEBG

1. The bank guarantee (BG) should be submitted on Rs. 100/- Non judicial stamp paper or part values totaling to Rs.200/-
2. The Non-judicial stamp paper should be purchased by the issuing bank.
3. The BG should be forwarded along with Banker's covering letter, with signature and seal. The contact details of the Issuing Bank such as Contact person(s), designation, Email ID, Phone No. and Fax No. should be indicated in the document
4. All the details in the blanks to be filled by typing, failing which every hand written entry / corrections should be attested with stamp.
5. The executor (bank authorities) is required to mention the power of attorney no. and date of execution in his favour authorizing him to sign the document.
6. Witnesses column should invariably be signed by the bank officials with name and designation.
7. Clear cut claim period of 2 months beyond the validity date, should be provided as per clause 14.
8. BG No. and date should be mentioned in all pages of BG. All pages should be endorsed/ signed by the executor(s)
9. Please note BG. from co-operative banks are not acceptable.
10. BG. from our consortium banks are preferable. (Our consortium banks list is enclosed).
11. **In case of BG. from non consortium bank (private or public sector bank) the clause no. 11 has to be mentioned with full address of the bank's branch at Hyderabad.**
12. In case of BG issued by foreign Bank, it may be confirmed by our consortium bank in India.
13. BG. of other banks (banks other than consortium banks, public sector banks and cooperative banks), can be accepted if their net worth is more than Rs. 500 crores as on last balance sheet date.(a certificate and copy of latest balance sheet to be given by the bank at the time of giving bank guarantee)