REQUEST FOR QUOTATION

MMI:PU:RF:003

BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division
PB No. 2606, Mysore Road Bangalore - 560026
INDIA

RFQ NUMBER:
KMVM900176

RFQ DATE :
20.JAN.2009

Due Date
16.FEB.2009
Time: 13:00 HRS

VENUE :
NEW ENGG. BLDG

(for all correspondence)
Purchase Executive : VEERACHARI KM
Phone :080-26998663
Fax : 0091-80-26989225
E-mail: veerachari@bheledn.co.in

Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no.and due date, should reach us on or before the due date by **13.00** hours IST and will be opened on the same day at **13.30** hours at the venue mentioned above. **PLEASE DROP THE OFFER IN THE BOX PROVIDED AT RECEPTION.**

1. TENDER / OFFER SHALL BE SUBMITTED IN TWO PARTS.

2. QUOTATIONS MAY BE SUBMITTED BY OEM OR THEIR AUTHORISED DEALERS.

3. VENDOR IS EXPECTED TO HAVE ESTABLISHED SALES,SERVICE AND SUPPORT NETWORK PREFERABLY, IN INDIA. A LIST OF THE SAME NEEDS TO BE ENCLOSED WITH THE OFFER.

4. A LIST OF REFERENCES INCLUDING CUTSTOMER'S DETAILS LIKE CONTACT, MACHINES INSTALLED, DATE OF INSTALLATION IN INDIA AND ABROAD SHALL BE SUBMITTED THAT ESTABLISHES THE SATISFACTORY PERFORMANCE OF SUPPLIER'S EQUIPMENT FOR AT LEAST THREE YEARS.

5. VENDOR IS ADVISED TO GO THROUGH THE GENERAL TERMS AND CONDITIONS DOCUMENT CPD-00 ENCLOSED WITH RFQ.

6. BHEL RESERVES THE RIGHT TO RESORT TO REVERSE AUCTION BEFORE THE PRICE BID OPENING.

7. VENDOR HAS TO CONFORM TO ALL THE CLAUSES LISTED IN THE TECHNO-COMMERCIAL TERMS (ANNEXURE-B OF DOCUMENT CPD-00). DEVIATIONS, IF ANY, TO BE HIGHLIGHTED AND BROUGHT OUT CLEARLY.

8. VENDOR HAS TO CONFORM TO ALL THE CLAUSES IN THE PURCHASE SPECIFICATIONS.

9. DELIVERY REQUIRED: WITHIN 16 WEEKS FROM THE DATE OF PURCHASE ORDER.

10. TERMS OF PAYMENT: 75% ON RECEIPT OF MATERIAL, 15% AFTER INSTALLATION AND COMMISSIONING AND THE REST 10% AGAINST SUBMISSION OF PBG.

Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	EVA/TEDLAR SHEET CUTTING MACHINE EVA / TEDLAR SHEET CUTTING MACHINE AS PER BHEL SPECIFICATION PS-439-141 Rev. 01	1	LOT	1	30.JUN.2009

Total Number of Items - 1

Please note that the tender will be opened in the presence of the bidders or his authorised representatives (maximum two per organisation) who choose to be present with authorisation letters. Refer annexure for the terms and conditions.
Preference will be given to vendors who accepts our standard payment terms i.e.100% payment - 30 days after receipt of material at our works subject to acceptance.
Please specify Terms of delivery, Excise duty, sales tax, Ex-BHEL, Ex-works surcharge, Insurance,P&F, Freight and other taxes very clearly .

i). This is only RFQ not an order.
ii). In all correspondence quote RFQ No. & due date.
iii). In Quotation BHEL material code / RFQ Sl. No. should be mentioned clearly.
iv). Quotation Envelope / Fax not superscribed with RFQ No.and due date is liable for rejection.
v). Quotation should remain valid for a minimum peiod of 90 days from due date.

For and On behalf of BHEL.

REQUEST FOR QUOTATION

MMI:PU:RF:003	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: KMVM900176 RFQ DATE : 20.JAN.2009	**Due Date** **16.FEB.2009** **Time: 13:00 HRS** VENUE : **NEW ENGG. BLDG**

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Purchase Executive : VEERACHARI KM
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Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no.and due date, should reach us on or before the due date by **13.00** hours IST and will be opened on the same day at **13.30** hours at the venue mentioned above. **PLEASE DROP THE OFFER IN THE BOX PROVIDED AT RECEPTION.**

vi). In case of non-receipt of Quotation or regret letter for 3 consecutive RFQs you are liable to be removed from our vendors list.
vii). All Prices should be written in words and numbers.
viii). Excise Chapter Heading should be mentioned for all items where VAT is applicable .

Vendors list to whom RFQ has been sent:

For and On behalf of BHEL.

ITEM : EVA / TEDLAR SHEET CUTTING MACHINE

Sl. No.	TECHNICAL SPECIFICATION	VENDOR'S CONFIRMATION
1.	**SCOPE:** This specification covers various requirements for the design, manufacture, supply, installation and commissioning of the EVA / Tedlar sheet cutting machine suitable for Photovoltaic module assembly shop.	
2.	**GENERAL:**	
2.1	The machine is to be designed, manufactured and delivered to BHEL as ready to use condition after approval by BHEL at supplier's works.	
2.2	The machine has to be designed to cut two types of PV module lamination sheets viz. to the required lengths. a. EVA (Ethyl Vinyl Acetate) which is a flexible sticky material (Thickness ranging from 0.4 to 0.5 mm and width upto 1500 mm). b. TEDLAR or equivalent PV module back sheet which is slightly stiff and flexible. (Thickness ranging from 0.15 to 0.35 mm and width upto 1500 mm).	
2.3	As both materials are supplied in rolls (bobbins), the design must incorporate suitable loading system to load the bobbins and unwind for cutting. Provision for loading two rolls in the machine to be provided.	
2.4	All the design details are to be got approved by BHEL before the start of manufacturing activity.	

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Sl. No.	DESIGN SPECIFICATION	VENDOR'S CONFIRMATION
3	**DESIGN FEATURE & CONTRUCTION:**	
3.1	**Bobbin loading and unwinding station:**	
3.1.1	Bobbin loading and unwinding station will be designed with a cantilever arbor where the bobbin can be inserted and loaded from one end and locked.	
3.1.2	The arbor will be with ball/roller bearings, mounted for friction free rotation of the arbor.	
3.1.3	Suitable friction method should be incorporated in the system to avoid over ride of the bobbin during the pulling of sheet by the feeder system during operation.	
3.1.4	This station will be part of the main machine rigidly integrated with the frame of the main equipment.	
3.2	**Length feeding system:**	
3.2.1	Length feeding will be done by two primary rollers viz. a. Drive roller b. Pinch roller.	
3.2.2	There will be an additional guide roller to guide the sheet in place into the feed rollers.	
3.2.3	Drive roll will be driven by a servo motor through an endless timing belt to feed the sheet as per the programmed length within +/- 2 mm.	
3.2.4	The pinch roller will be pressurized uniformly by two numbers of pneumatic cylinders and the pressure will be adjustable through a pneumatic pressure switch/regulator.	

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Sl. No.	DESIGN SPECIFICATION	VENDOR'S CONFIRMATION
3.2.5	The fed sheets will flow down by gravity without obstruction in between the cutting blades.	
3.2.6	All rollers are to be ground and hard chrome plated for protection against wear.	
3.2.7	As the EVA material has tendency to get rolled on to the rollers due to static attraction, provision must be made to protect the rolling effect by suitable antistatic arrangement.	
3.3	**Shearing station:**	
3.3.1	The shearing system will be made with two steel blades viz. a. one stationary blade and b. one moving blade operated by two pneumatic cylinders.	
3.3.2	The moving blade will be guided with bearings for smooth movement and without noise.	
3.3.3	The fixed blade will be fixed with provision to adjust the clearance between the blades.	
3.3.4	Blades will be made from HcHcr tool steel material and will be hardened and tempered to 62 HRc for long service.	
3.3.5	Proper clearance angles will be provided on the blades to cut the sheets efficiently.	
3.3.6:	There has to be proper stripping arrangement to strip the sheets instantaneously after shearing. Pneumatic pulse ejection is preferred.	

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Sl. No.	DESIGN SPECIFICATION	VENDOR'S CONFIRMATION
3.4	**Conveyor system:**	
3.4.1	The conveyor system has to be provided to convey the fed sheets to avoid obstruction to the flow during feeding.	
3.4.2	Conveyor will be driven by a separate motor and will be synchronized with the feeder motor.	
3.4.3	Sheets conveyed will be dropped into a tray for collections as and when required.	
3.4.4	Conveyor tension will be adjustable by a suitable mechanism.	
4.	**ELECTRONICS AND CONTROL:**	
4.1.	Logic controller: All the logics and interlocks will be controlled by a PLC of reputed make.	
4.2	**Operator interface:**	
4.2.1	This will be through a touch screen where operator can program the length, number of pieces required and total count. Cutting speed shall be variable through program.	
4.2.2	Provision will be available to set the machine for continuous mode or manual mode.	
4.2.3	Operator console will be ergonomically placed for convenient operation.	

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Sl. No.	GENERAL CONDITIONS	VENDOR'S CONFIRMATION
5.	**ELECTRICALS:**	
5.1	All electrical will be suitable for 230V/AC, 50Hz power supply and will be conforming to relevant standards.	
5.2	Servomotors and controller will be of reputed make and the make used should be specified in the offer.	
6.	**PNEUMATICS:**	
6.1	All pneumatic components will be of FESTO or SMC make only.	
6.2	Filter Regulator Lubricator (FRL) of suitable size will be incorporated along with a pressure indicator and will be placed at a place so as to enable the operator to read the pressure at any time.	
6.3.	Tubing will be neatly routed and covered for aesthetics.	
6.4.	Pneumatics will be suitable for 6kg/sq.cm air pressure.	
6.5.	All pneumatic exhausts are to be silenced for noise free operation.	
7.	**MACHINE FINISH AND AESTHETICS:**	
7.1.	Machine is to be finished with powder coating (Siemens grey) for the frame structure and plating for all the machined components to protect from atmospheric corrosion.	
7.2	Care is to be taken to keep the aesthetics.	
8.	**PROTECTION AND SAFETY:**	
8.1.	Necessary interlocks will be incorporated in the system to protect the machine and operator safety.	
8.2.	All electrical are to be suitably protected for overload and safety of operator.	

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Sl. No.	GENERAL CONDITIONS	VENDOR'S CONFIRMATION
9	**SPARES** Recommended set of Spare parts & all consumable items for 2-years of trouble-free operation to be included as an OPTION to enable BHEL to choose as per operational requirements.	
10	**OPTIONAL ITEMS** For optional items, please specify and quote separately	
11	**INSTALLATION,COMMISSIONING,START-UP &TRAINING** Vendor shall include installation, commissioning, start-up and training at BHEL works as part of the supply. The training shall include operation and maintenance of the equipment	
12	**SERVICES** All services required like electrical, air-conditioning, compressed air, chilled water, gases, exhaust and the ambient environmental conditions for the operation of the equipment shall be indicated as per the format enclosed.	
13	**ONSITE WARRANTY** Onsite warranty for a period of one year from the date of commissioning shall be included.	
14	**PACKING** The items shall be packed for air-freight worthiness in case of foreign supplier and road worthy for Indian Supplier.. Packing slips / labels shall be fixed indicating the items packed inside. Fragile items shall be packed separately with adequate packing indicating "Fragile" slip outside.	
15	**FLOOR SPACE REQUIREMENT** Vendor shall provide foot print diagram of the equipment along with approximate weight of the equipment.	

Note :

(1) Any deviation from the above spec. shall be clearly brought out by the supplier in their offer.

(2) Vendor's confirmation shall be filled up in the space provided for all the items.

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GENERAL CONDITIONS:

Sl. No.	GENERAL CONDITIONS	VENDOR'S CONFIRMATION
01	Three sets of operation and maintenance manual in English shall be supplied along with the equipment.. The manual shall include circuit diagram, component layout, PCB art work, trouble shooting chart indicating symptoms, checks and preventive maintenance schedule to be carried out, suggested remedy for all items including the bought out items. This shall also include all mechanical /pneumatic /hydraulic diagrams for the components /systems used in the equipment.	
02	The equipment shall be designed taking into account all safety and OHSAS requirements. Hazards connected with operation & maintenance of the equipment shall be brought out explicitly and instructions for minimizing the hazards (environmental / safety) to be indicated.	
03	The equipment shall be aesthetically fabricated.	
04	Spares for trouble free operation of the equipment for a period of two years shall form part of the offer.	
05	List of spares, part numbers, and address of original suppliers of spares/subsystems shall be provided.	
06	Service facilities required, Environmental requirements and their tolerance limits may be furnished as per the format enclosed.	
07	The offer shall include adequate training on operation & maintenance of the equipment to BHEL personnel. Offer shall also include satisfactory installation, commissioning and performance trials of the equipment at BHEL works by the supplier.	
08	RFI filter /surge suppresser shall be provided at mains (incoming) stage as well as at the input stage of critical electronic instruments / systems used in the equipment.	

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GENERAL CONDITIONS (Continued…)

Sl. No.	GENERAL CONDITIONS	VENDOR'S CONFIRMATION
09	Final clearance will be given after satisfactory trial runs at BHEL for a period of two weeks on two-shift basis for the rated output parameters.	
10	The supplier shall submit test and guarantee certificates. Calibration certificates for all the instruments / gauges / indicators shall be provided. Calibration procedures are also to be indicated in detail. The equipment shall be guaranteed for trouble-free operation and against manufacturing defects for a minimum period of 1- year from date of commissioning.	
11	Equipment shall be rated for 415 V / 3 phase / 50 Hz / 5 wire or 230 V / 1 phase / 50 Hz/ 3 wire system only.	
12	Service Engineers deputed by the supplier for installation of the equipment at BHEL works shall comply with safety regulations and precautions, and have had adequate training in Environmental / Health / Safety hazards associated with the installation and operation of the equipment.	

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FORMAT FOR SERVICE FACILITIES

Sl. No.	SERVICE	DETAILS (To be furnished by vendor)
01	**ELECTRICAL** THREE PHASE KVA RATING NO. OF SERVICE POINTS SINGLE PHASE KVA RATING NO. OF SERVICE POINTS	
02	**CHILLED WATER** FLOW (LPM) PRESSURE (PSI) PORT SIZE(INCHES) NO. OF SERVICE POINTS TEMPERATURE (Deg C)	
03	**RAW WATER** FLOW (LPM) PRESSURE (PSI) PORT SIZE (INCHES) NO. OF SERVICE POINTS	
04	**COMPRESSED AIR** FLOW (LPM) PRESSURE (PSI) PORT SIZE (INCHES) NO. OF SERVICE POINTS	
05	**DRAIN** PORT SIZE (INCHES) NO. OF SERVICE POINTS	
06	**DM WATER** FLOW (LPM) PRESSURE (PSI) PORT SIZE (INCHES) NO. OF SERVICE POINTS RESISTIVITY (M. Ohms)	
07	**EXHAUST** FLOW (CFM) PORT SIZE (INCHES) NO. OF SERVICE POINTS	
08	**CLASS OF CLEAN ROOM FOR PROCESS AREA**	
09	**OTHER SERVICES** **(Inclusive of Process Gases)**	
10	**ENVIRONMENT** TEMPERATURE (DEG C) HUMIDITY (%)	

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Electronics Division
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General Terms & Conditions for Supply of Imported & Indigenous Capital Items (Two part bid)

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

1. **TWO PART BID:** Quotation shall be submitted in two part bid i.e.

   a) **Techno-commercial i.e., Un-priced Bid:** Techno-commercial bid shall be submitted with complete description of the equipment, specification compliances to the enquired specification and all the commercial terms & conditions indicated in the **QUOTATION FORMAT (**ANNEXURE - A / ANNEXURE - B) preferably in the same format. Any other enclosure, which the supplier wishes to submit like product catalogue, technical literature etc., may also be submitted in a sealed envelope super scribed clearly as **"TECHNO-COMMERCIAL BID" with RFQ No. and DUE DATE.** Un-priced copy of price bid (without price) shall also be enclosed with the techno-commercial bid i.e. a copy of the price bid without prices.

   Confirmation to BHEL specifications shall be indicated by the vendor in the respective columns provided in the purchase specification wherever applicable. Deviations to the specification / item description, if any shall be brought out clearly indicating "DEVIATION TO BHEL SPECIFICATION" without fail as a part of technical offer.

   Compliance to Pre-qualification criteria (if applicable) shall also be enclosed with the Techno-commercial bid.

   Manufacturer's name, their trade mark and brand if any, should be invariably mentioned in the tender and illustrative leaflets giving technical particulars etc., are to be attached to the tender to facilitate consideration of the offer.

   b) **Price Bid :**

   Price bid should contain basic unit prices, discount if any, applicable taxes & duties, packing & forwarding charges (if applicable), Freight & insurances (if applicable) FOB charge (if applicable) etc., in a sealed envelope super scribed clearly as **"PRICE BID" with RFQ No. and DUE DATE.** Installation, commissioning, start-up and training charges (if any) shall also be included in the price bid.

   Please indicate the rates in both figures and words. However in case of difference / discrepancy, the rates indicated in figures shall be considered as correct.

   Both these sealed envelopes [(a) Techno-commercial i.e., un-priced Bid and (b) Price Bids] shall be kept in a single sealed envelope and superscribed clearly with **RFQ No. and DUE DATE.**

2. The above sealed envelope (Tender) shall reach our office on or before the due date by **13:00 hrs.** Quotations are to be dropped in the tender box marked for the OPENING ON respective days i.e., MONDAY / WEDNESDAY / FRIDAY kept at BHEL-EDN's Reception area of our works with caption "CE, M&C, SC&PV, TSC, DEFENCE, TELECOM, CPD". Quotations also can be dispatched by Couriers / Registered post / FAX / e mail to the Purchase Executive indicated in the RFQ. Late Tenders i.e. Tenders received after due date & time are liable to be rejected.

3. The rates quoted against each item shall be in the same units stated in the enquiry. If the quotations are submitted in any other unit than specified, relationship between two sets of units must be furnished in the offer.

4. As far as possible, the quotations shall be free from corrections / overwriting. Corrections if any should be initialed with your seal and signature. Any typographical errors, totaling mistakes, currency mistakes, multiplication mistakes, summary mistakes observed in your priced bids, BHEL may consider whichever is beneficial to BHEL for evaluation.

5. Quotations are to be duly signed. Unsigned bids/offers are liable for rejection.

6. All the bidders or their authorized representatives (with authorization letter from their principals) can witness opening of techno-commercial bid on the due date.

7. After evaluation of techno-commercial bids, price bids of only those which are technically & commercially accepted, will be opened on a subsequent date, which will be intimated to the concerned in advance for witnessing of price bid opening.

8. The quantities in each item to be purchased may vary from quantities enquired according to the actual requirement at the time of placing the purchase order. Quantity discount if any should be mentioned in your offer.

9. BIDDERS (for indigenous purchase) shall indicate clearly Excise duty, Education cess, Sales Tax/VAT, Octroi, Entry tax, Service Tax as applicable for the quoted items. In the absence of clarity of these, any claim at a later date will not be entertained. Any changes in Taxes and duties after award of the contract will not be considered except such are those, which are imposed by Govt., notification within the contractual delivery. Seeking price amendments for change in Excise duty due to crossing of turnover limits will not be considered under any circumstances.

10. **TOTAL COST TO BHEL:** Purchase order will be placed on the lowest bidder (L1) only among the technically & commercially accepted offers. Lowest Bid (L1) is determined on the basis of the total cost to BHEL.

(a) FOR FOREIGN PURCHASE:

Total cost to BHEL = Total basic value in foreign currency + FOB charges (if any) + Packing & Forwarding charges (if any) + Cost Insurance Freight (CIF) + Basic Custom Duty (BCD) + Counter Veiling Duty (CVD) + Educational Cess + Special Additional Duty (SAD) + Entry TAX + Service TAX (if applicable) + Loading factors for deviations to commercial terms & conditions.

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Note: Exchange rate ruling on the date of Tender opening (Techno-commercial / un-priced Bid) will be considered for converting foreign currency to Indian currency. Exchange rates published in Economic Times (TT selling) will be considered.

(b) FOR INDIGENOUS PURCHASE:

Total cost to BHEL = Total basic value + Packing & forwarding charges + Excise duty Education cess + sales Tax/VAT + Octroi + Exit/Entry tax + Freight & Insurance + Service Tax (if applicable) + Loading factors for deviations to commercial terms & conditions.

11. FIRM PRICE: Rates quoted should be firm and no enhancement in the rates and changes in the techno-commercial terms will be allowed once the quotation is accepted and order is placed.

If Installation & Commissioning is in supplier's scope, then the price shall remain FIRM till commissioning & handing over of the complete system.

12. TERMS OF PAYMENT:

(a) FOR FOREIGN PURCHASE:

Payment will be made against **"SIGHT DRAFT"** on presentation of documents to our bankers. Payment through LC is also made subject to loading factors as per **Clause 26 (Ai).**

The payment terms are as follows:

a) 100% against complete dispatch documents i.e. AWB / BOL, Invoice, Packing list, Nil shortage certificate, Certificate of country of origin etc., (where commissioning & warranty is NOT involved).

b) 90% against complete dispatch documents i.e. AWB / BOL, Invoice, Packing list, Warrantee certificate, Nil shortage certificate, Certificate of country of origin etc., & 10 % on submission of Performance Bank Guarantee (PBG) (where commissioning is NOT involved).

c) 75% against complete dispatch documents i.e. AWB / BOL, Invoice, Packing list, Warrantee certificate, Nil shortage certificate, Certificate of country of origin etc., 15% on successful installation, commissioning and start-up trials & 10% on submission of Performance Bank Guarantee (PBG).

d) If PBG is not submitted by the vendor, then the final 10% payment will be made against submission of supplementary invoice after warranty period + 6 months of claim period.

(b) FOR INDIGENOUS PURCHASE:

a) 100% within 30 days from the date of receipt of equipments / materials (where commissioning & warranty is NOT involved).

b) 90% within 30 days from the date of receipt of equipments & balance 10% against submission of PBG (where commissioning is NOT involved).

c) 75% within 30 days from the date of receipt of equipments, 15% after the successful installation, commissioning & start-up trials & balance 10% against submission of PBG (wherever commissioning & warranty are involved).

d) If PBG is not submitted by the vendor, then the final 10% payment will be made against submission of supplementary invoice after warranty period + 6 months of claim period.

13. **ADVANCE PAYMENT:** Quotations with payment terms of **"Advance"** or **"Inland Letter of Credit"** will not be considered and such offers are liable for rejection commercially.

14. **PENALTY:** Failure to supply the item within the delivery date specified in the purchase order will make the supplier liable to an unconditional penalty of ½% (One half percent) of the basic value of the goods in arrears per week subject to a maximum of 10%.

    If pre-shipment inspection is involved, date of issue of pre-shipment call by the vendor along with test certificates / test reports / certificate of conformance / calibration reports as proof of completion will be treated as date of dispatch for the purpose of penalty calculation.

    In the absence of reports stated above, actual date of inspection will be considered as date of dispatch for penalty calculation.

15. **PBG:** Performance Bank Guarantee (PBG) to be submitted as per the BHEL prescribed format given in **ANNEXURE - D / ANNEXURE - E** for 10% of the basic equipment value obtained from any BHEL member banks.

    PBG shall be valid for 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. The PBG shall also have 6 months claim period from the date of dispatch / commissioning.

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

16. **WARRANTY:** Goods dispatched shall have warranty period of 12 months from the date of dispatch or as mentioned in the RFQ.

17. **TERMS OF DELIVERY:**

    (a) FOR IMPORTED PURCHASE:

    Price offered shall be for goods packed and delivered **F.O.B.** (named international Airport) including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, Letter of credit (L/C) if applicable, negotiation of bank documents, Export declaration, Certificate of origin etc.

    Packing shall be Airworthy & Roadworthy, best suitable for trans-shipment and to prevent transit damages.

    Vendors shall indicate the name of International Airport.

    Note: Name of International Airport has to be selected from any one of the airports indicated in the table provided in **ANNEXURE - C** herewith.

    (b) FOR INDIGENOUS PURCHASE:

    Equipment shall be delivered on EX-EDN/BHEL, Bangalore basis, inclusive of packing & forwarding charges.

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

Dispatch the consignments through EDN/BHEL approved transporters on Door Delivery basis furnished below.

1. M/s Awagaman Road Carriers ltd., Bangalore. (AWG)
2. M/s BLR India pvt., ltd., Bangalore. (BLR)
3. M/s Delhi Assam Roadways corporation ltd., Bangalore. (DRL)
4. M/s Indo Arya Central transport ltd., Bangalore. (IACT)
5. M/s Prakash parcel Services, Bangalore. (PPS)
6. M/s Road Carrier of India, Bangalore. (RCI)
7. M/s Union Roadways ltd., Bangalore. (URL)

Small consignments can be dispatched through M/S First Flight Couriers Ltd.

Transit insurance shall be arranged by BHEL. Vendor shall intimate the dispatch details to BHEL immediately after effecting shipment, to arrange transit insurance accordingly.

18. DELIVERY REQUIREMENT: Equipment shall be delivered, as per the delivery schedule indicated in the RFQ.

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

20. BHEL reserves the right to RE-FLOAT/REJECT/CANCEL the TENDER ENQUIRY (RFQ) without assigning any reason or cause thereof. Quotes received against this TENDER ENQUIRY are subject to and governed by all these terms and conditions. BHEL's decision will be final in awarding of the contract and binding on all vendors.

21. REVERSE AUCTION: BHEL reserves the right to resort to reverse auction / online Bidding before opening of price bid.

22. POST-ORDER REQUISITES:

a) Pre-shipment inspection at vendor's works, if required, will be carried out by BHEL. Required assistance will have to be provided by the vendor at the time of pre-shipment inspection.

b) Test certificates, Calibration certificates and warranty certificates as stipulated at the time of ordering shall be furnished.

c) Items shall be dispatched by Air/Road/Sea worthy packing. Any damage and later rejection, due to poor / improper packing shall be to supplier's account.

d) Any damage/rejection should be made good or replaced immediately without any extra cost to BHEL.

e) Wherever commissioning is involved, it shall be carried out by the vendor's qualified engineers. Scope of work includes installation, commissioning and start-up trials till satisfactory performance level is reached as certified by BHEL.

f) BHEL will not be responsible for any loss, damage or injuries to vendor's personnel sustained during installation / commissioning / start-up trials. Vendor shall ensure compliance with all statutory requisites as laid down by local bodies, state & Central Government.

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

23. Any dispute arising out of this contract shall be referred to the sole arbitration of Head of Materials Management, Control Equipment, BHEL, EDN, Bangalore or any other officer nominated by him and his decision shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore.

24. All suits in respect of the above lie in the court of Jurisdiction of Bangalore (India) only.

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

26. **REGRET LETTER:** In case, the supplier is unable / not willing to quote (for BHEL's registered vendors), a letter of regret shall be sent.

27. LOADING FACTORS:

Loading factors as detailed below will be added to the quoted price (basic) to evaluate the lowest quote for non compliance of BHEL standard commercial terms.

A(i). For non compliance of standard Terms of payment (For Foreign Purchase Orders)

Sl. No.	BHEL standard term	If you quote	Loading factor in % for non-compliance
1	100% against "SIGHT DRAFT" on presentation of dispatch documents to our Bankers.	(a) 100% Through Letter of Credit (LC)	(a) 3.50 %
2	90% against "SIGHT DRAFT" + 10% against PBG (wherever PBG is involved)	(b) 90% Through Letter of Credit (LC)	(b) 2.25 %
3	75% against "SIGHT DRAFT" + 15% after commissioning + 10% against PBG (wherever commissioning & PBG is involved)	(c) 75% Through Letter of Credit (LC)	c) 1.875 %

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

Sl. No.	BHEL standard term	If you quote	Loading factor in % for non-compliance
1	100% within 30 days from the date of receipt (credit payment)	Payment through bank	2 % x percentage quoted through bank
		Payment against proforma invoice	1.25 % x percentage quoted through proforma invoice
2	90% within 30 days from the date of receipt + 10% against PBG (wherever PBG is involved)	Payment through bank	2 % x percentage quoted through bank
		Payment against proforma invoice	1. 25 % x percentage quoted through proforma invoice
		100% within 30 days from the date of receipt & PBG	Nil

3	75% within 30 days from the date of receipt + 15% after commissioning + 10% against PBG (wherever commissioning & PBG is involved)	Payment through bank	2 % x percentage quoted through bank
		Payment against proforma invoice	1. 25 % x percentage quoted through proforma invoice
		100% within 30 days and after commissioning & PBG	Nil

B. *For non compliance of Penalty clause:*

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

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

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

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

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	Delivery requirement as indicated in the RFQ in number of weeks from the date of issue of PO or from the document approval	Not agreed for the stipulated delivery in the enquiry	1 % per week up to max. of 10% for the difference in period

E. For non compliance of Warranty:

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	12 months from the date of dispatch or as indicated in the RFQ	Not agreed.	6%
		Less than 12 months or as indicated in the RFQ	0.5 % per month for the difference in period

ANNEXURE - A

TECHNICAL BID (TO BE ENCLOSED WITH TECHNO-COMMERCIAL BID)

(for Foreign Purchase Orders)

Sl. No.	Particulars	Bidder's confirmation
1	**Price basis:** Firm i.e., from the date of PO to completion of supply [Price Variation Clause (PVC) not acceptable]	Acceptable / Not acceptable
2	**Terms of Payment**: Against "SIGHT DRAFT" on presentation of documents to our bankers. (a) 90 % is payable on negotiation of complete set of original documents & balance 10% against submission of PBG (where commissioning is NOT involved). (b) 75 % is payable on negotiation of complete set of original documents, 15% after satisfactory commissioning & balance 10% against submission of PBG (wherever commissioning & PBG is involved). (c) Deviation if any please specify Note: Refer clause 12 above.	(a) Acceptable / Not acceptable (b) Acceptable / Not acceptable (c)
3	**BHEL's penalty clause:** (a) Delay in delivery as per PO delivery date will result in penalty of 0.5 % per week subject to maximum of 10% on the value of the items not supplier/delayed. (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
4	**Performance Bank guarantee**: PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as detailed in clause 15.	Yes / No
5	**Terms of delivery:** (a) F.O.B international Airport/Seaport as per clause 17 Indicate name of International Airport/Seaport (b) Deviation if any Please specify	(a)Acceptable / Not acceptable (b)
6	**Warranty:** (a) 12 months from the date of dispatch (b) Deviation if any Please specify	(a)Acceptable / Not acceptable (b)
7	**Delivery period:** Indicate number of weeks from the date of issue of Purchase order	_____Weeks
8	**Validity:** (a) Quotation should remain valid for a period of 90 days from the due date (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)

Signature of renderer / with seal

ANNEXURE - B

TECHNICAL BID (TO BE ENCLOSED WITH TECHNO-COMMERCIAL BID)

(For Indigenous Purchase Orders)

Sl. No.	Particulars	Bidder's confirmation
1	**Price basis:** Firm i.e., from the date of PO to completion of supply [Price Variation Clause (PVC) not acceptable]	Acceptable / Not acceptable
2	**Excise duty:** If applicable indicate %.	Applicable / Not applicable ED:_____%
3	**Sale tax:** If applicable indicate %	Applicable / Not applicable (a) VAT_____% (b) CST_____% against form C
4	**Payment terms:** (a) 90 % basic + 100% taxes, duties & freight charges within 30 days from the date of receipt & balance 10% against submission of PBG (where commissioning is NOT involved) (b) 75 % basic + 100% taxes, duties & freight charges within 30 days from the date of receipt, 15% after satisfactory commissioning & balance 10% against submission of PBG (wherever commissioning & PBG is involved). (c) Deviation if any please specify Note: As per clause 12	(a) Acceptable / Not acceptable (b) Acceptable / Not acceptable (c)
5	**BHEL's penalty clause:** (a) Delay in delivery as per PO delivery date will result in penalty of 0.5 % per week subject to maximum of 10% on the value of the items not supplier/delayed. (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
6	**Performance Bank guarantee (PBG):** PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as per clause 15.	Yes / No
7	**Terms of delivery:** (a) Ex EDN / BHEL, Bangalore (Free delivery to EDN/BHEL Bangalore including packing & forwarding charges) (b) Deviation if any Please specify	(a)Acceptable / Not acceptable (b)
8	**Warranty:** (a) 18 months from the date of dispatch or 12 months from the date of commissioning (b) Deviation if any Please specify	(a)Acceptable / Not acceptable (b)
9	**Delivery period:** Indicate number of weeks from the date of issue of Purchase order	_____Weeks
10	**Validity:** (a) Quotation should remain valid for a period of 90 days from the due date (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)

Signature of renderer / with stamp

ANNEXURE - C

LIST OF INTERNATIONAL AIRPORTS

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

ANNEXURE-D

PERFORMANCE BANK GUARANTEE
(FOR FOREIGN PURCHASE ORDERS)

BANK NAME AND ADDRESS

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

Dear Sir,

Ref: CONTRACT PERFORMANCE GUARANTEE.

WHEREAS you have entered into a contract reference No PO NO. _____ with M/s _____ having its registered office at_____for the supply of _____ as detailed in your purchase order No. _____ which is hereinafter referred to as "the said contract" and WHEREAS M/s _____ has undertaken to produce a Bank Guarantee for 10% (Ten Percent) of the contract price amounting to _____(_____ _____) to secure its obligations to Electronics Division, BHEL having its registered office at New Delhi for the performance of the contract including the warranty of the equipment supplied, We_____ Bank ,_____hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of M/s_____that in the event Bharat Heavy Electricals Ltd. (B.H.E.L.) declares to us in writing that M/s_____ has not fulfilled any obligation according to the contractual obligation of the said contract, to pay you on demand and without demur to Bharat Heavy Electricals Ltd., Electronics Division , Mysore Road, P.B.No. 2606, Bangalore-560 026, India an amount of _____(in words _____) subject to as may be determined below:

1) Notwithstanding any right M/s. _____ may have directly against you or any disputes raised by M/s _____, Your written demand shall be conclusive evidence to us that repayment is due under the terms of the said contract and shall be binding on us.

2) We shall not be discharged or released from this undertaking and Guarantee by any arrangements, variations made between you and M/s. _____ with or without our consent and Knowledge or by any alterations in the obligations of M/s. _____ by any forbearance whether as to payment, time, performance or otherwise.

3) This guarantee shall remain valid until the end of twenty-four weeks after the close of the warranty period or until the same is reported by BHEL to us whichever is earlier.

4) We agree and undertake not to revoke this guarantee during its validity unless discharged in writing by you subject to the provision of clause (7) below.

5) This guarantee shall be a continuing guarantee subject to the foregoing and shall not be discharged by any change in the constitution of the Bank or M/s. _____.

6) This guarantee shall be governed by and constructed in accordance with the Laws of India.

7) At any time _____ Bank may render this guarantee null and void by paying to Bharat Heavy Electricals Ltd. the full amount being _____ (in words _____)

For and on behalf of Bank
by its Authorised Signatory

Note:

(1) To be executed in INR 100 Non-Judicial stamp paper by any authorized Indian Bank.

(2) To be submitted directly by banker to concerned executive in purchase dept., Please give BHEL address to banker.

(3) Do not enclose with Bank document.

(4) Any Modification & omissions to this are not permitted

ANNEXURE - E

PERFORMANCE BANK GUARANTEE
(FOR INDEGENOUS PURCHASE ORDERS)

THIS DEED OF GUARANTEE made and executed on the _____ day of _____(year), by the _____ (Bank), registered under the Companies Act 1956/Nationalised Bank constituted under the Banking Companies (acquisition and transfer of undertakings) Act constituted under the State Bank of India Act / Subsidiary Banks Act, having its registered / head office at _____ represented herein by its Branch Manager / authorised representative Sri. _____ & Sri._____(Hereinafter called 'guarantor ' which term shall mean and include its successors and assigns)

IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED

_____ (Buyer's Name), a company registered under the companies Act, 1956 having its registered office at BHEL House at Siri Fort , New Delhi-100 049 and its Electronics Division at Mysore road, Bangalore-26 (hereinafter referred to as the 'Company' Which term shall include its successors and assigns):

Whereas the company has placed an order on _____ (State the name of the company / firm and its address) (hereinafter referred to as the 'Supplier' which term shall mean and include its liquidators, successors and assign) for the supply of system under order / Contract No_____Dt _____.

AND WHEREAS the supplier has agreed to supply the materials and carryout the works as detailed and in accordance with the terms set out in the said order/contract.

AND WHEREAS the company is not required to pay to the supplier a sum of Rupees _____being the 10% of the value of the goods supplied / Works performed / Services rendered under the said order / contract between the supplier and the company, till the company is satisfied with the mechanical Warranties and the performance standards stipulated in the said order / contract between the company and the supplier has been duly fulfilled, except against a Bank Guarantee for the said sum of Rs_____ in favour of the company by reputed Bank, in which case the company has agreed to make payment to the supplier of the said sum of Rupees _____ being (…%) of the value of the goods supplied / Works performed / Services rendered under the agreement between the supplier and the company and the Guarantor has at the request of the supplier, agreed to furnish this Guarantee subject to the terms and conditions stated below:

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

1) That during the period this contract of Guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the company in respect of the payments to the extent of Rs _____ (in words) _____ against any loss or damage caused to or suffered by the company by reasons of any breach of the terms of the said order / contract / Agreement by the supplier.

2) The Guarantor hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on demand from the company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the supplier of any terms contained in the said order / contract. Any such demand made on the

guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the Contractor / supplier admits or denies.

3) The Guarantor further agrees that the agreement herein contained shall remain in force and effect till all the supplies to be made / Works to be performed / Services to be rendered under the said order / contract / agreement are completed to the entire satisfaction of the company or till company certifies that the terms and conditions of the said order / contract / agreement have been fully and properly carried out by the said supplier and accordingly discharges the Guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before the expiry of claim period indicated in clause 6 below , the guarantor shall be discharged from all the liability under this guarantee thereafter.

4) The guarantor further agrees with the company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order / contract / agreement or extend the time of performance by the said supplier from time to time or refrain from exercising the power exercisable by the company against the said supplier or to forebear or omit to enforce any of the terms and conditions relating to the said order / contract / agreement, and the guarantor shall not be relieved of its liability in whole or in part , by reason of any act, commission or forbearance on the part of the company or by reason of any such variation, or extension being granted to the said supplier or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.

5) The guarantor undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing.

6) Notwithstanding anything herein above contained, the liability of the guarantor under these presents is restricted to Rs_____. The guarantee shall be in force till its expiry on _____ unless a demand is made on the guarantor within SIX months from the date of expiry, all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.

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

(Seal of the Bank to be affixed)

WITNESS

1.

2.

ANNEXURE - F

BHEL MEMBER BANKS

PBG SHALL BE ISSUED FROM THE FOLLOWING BANKS OR THEIR BRANCH OFFICES ONLY

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

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