

# REQUEST FOR QUOTATION

|                                                                                  |                                                                                                                                                               |                                                                                                                                                                                  |                                                                                                                          |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
|  | <p style="text-align: center;"><b>BHARAT HEAVY ELECTRICALS LIMITED</b><br/>Electronics Division<br/>PB No. 2606, Mysore Road Bangalore - 560026<br/>INDIA</p> | <p><b>RFQ NUMBER:</b><br/>IKCCAP0034</p> <p><b>RFQ DATE :</b><br/>10.JAN.2018</p>                                                                                                | <p><b>Due Date</b><br/><b>31.JAN.2018</b><br/><b>Time: 13:00 HRS</b></p> <p><b>VENUE :</b><br/><b>NEW ENGG. BLDG</b></p> |
| <p>MMI:PU:RF:003</p>                                                             |                                                                                                                                                               |                                                                                                                                                                                  |                                                                                                                          |
| <p style="text-align: center;"><b>PURCHASE FILE COPY</b></p>                     |                                                                                                                                                               | <p style="text-align: center;">(for all correspondence)</p> <p>Purchase Executive : Ishwar Kr Chaudary<br/>Phone : 080 26998886<br/>Fax :<br/>E-mail: ishwarek@bheledn.co.in</p> |                                                                                                                          |

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 MUST BE SUBMITTED IN TWO PARTS: (1).TECHNO- COMMERCIAL BID (2).PRICE BID SEPARATELY .COMMERCIAL TERMS SHOULD BE QUOTED ALONG WITH TECNO -COMMERCIAL BID.
2. VENDOR HAS TO CONFORM TO THE TECHNICAL SPECIFICATIONS (mentioned along with line item/ description) AS WELL AS THE ATTACHMENT (Ref: PS-438-351). DEVIATIONS, IF ANY, TO BE BROUGHT OUT CLEARLY IN THE TECHNOCOMMERCIAL BID.
3. VENDOR HAS TO SEAL & SIGN EACH AND EVERY PAGE/DOCUMENT OF THE RFQ.
4. VENDOR IS ADVISED TO GO THROUGH THE GENERAL TERMS AND CONDITIONS, DOCUMENT CAPITAL-2017 SCHEME ENCLOSED WITH THIS RFQ. VENDOR HAS TO CONFORM TO ALL THE CLAUSES LISTED IN THE COMMERCIAL TERMS (ANNEXURE B FOR INDIGENOUS VENDORS AND ANNEXURE A FOR FOREIGN VENDORS) of CAPITAL- 2017 SCHEME. DEVIATIONS, IF ANY, TO BE HIGHLIGHTED AND BROUGHT OUT CLEARLY IN THE TECHNICAL BID.
5. EARNEST MONEY DEPOSIT (EMD) OF RS. 1,50,000.00 (ONE LAKH FIFTY THOUSAND ONLY) IS MANDATORY AND TO BE SUBMITTED ALONGWITH THE TECHNO-COMMERCIAL BID. Please refer clause no. 10 of page no. 03 of CAPITAL 2017 SCHEME.EMD shall be sent either by Pay Order or Demand Draft in favour of M/s Bharat Heavy Electricals Ltd, Electronics Division, Bangalore - 560026 . In case of foreign bidder e-payment may also be made as EMD , details shall be obtained from purchase executive Mr.ishwar Kumar Chaudhary at email: ishwarek@bhel.in and contact No: 080-26998044 . Offers without valid EMD will be rejected.
6. DELIVERY REQUIRED FOR SUPPLY OF EQUIPMENT: 12 WEEKS FROM THE DATE OF BHEL PURCHASE ORDER.
7. DELIVERY REQUIRED FOR ERECTION AND COMMISSIONING (E&C): 4 WEEKS FROM THE DATE OF RECEIPT OF EQUIPMENT AT BHEL.
8. TERMS OF PAYMENT: 80% basic payment plus 100% taxes, duties and freight charges with 45 days credit from the date of receipt of material 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).PLEASE REFER CAPITAL-2017 PG NO. 14 FOR PAYMENT FOR FOREIGN VENDORS.
9. QUOTATION SHOULD BE VALID FOR 90 DAYS FROM DUE DATE.
10. WARRANTY: 12 MONTHS COMPREHENSIVE FROM THE DATE OF COMMISSIONING OR 18 MONTHS FROM THE DATE OF DISPATCH WHICHEVER IS EARLIER.
11. ADVANCE PAYMENT: QUOTATION WITH #ADVANCE PAYMENT# SHALL BE LIABLE FOR REJECTION.
12. TERMS MENTIONED IN THIS RFQ WILL BE TREATED AS FINAL IN CASE OF ANY AMBIGUITY.
13. COMPLETE SET OF DESPATCH DOCUMENTS - Commercial Invoice with GST number and HSN / SAC Code, Lorry Receipt (L/R), Packing List, Air Way Bill (AWB), Country of origin certificate, Warranty Certificate, Original Performance Bank Guarantee (directly from issuing bank to BHEL), POD (Proof of Delivery) on original L/R (ORIGINAL + 1 PHOTOCOPY SET) AS PER PURCHASE ORDER SHALL BE FORWARDED TO BHEL DIRECTLY.
14. PRE -DISPATCH INSPECTION OF THE MACHINE WILL WILL BE CARRIED OUT BY BHEL AT THE OEM SITE WITH THE FOLLOWING CONDITIONS.
  - A. THE SUPPLIER SHALL INFORM BHEL 3 WEEKS IN ADVANCE FOR THE INSPECTION.
  - B. THE EQUIPMENT SHALL BE SHOWN FOR THE COMLETENESS IN ACCORDANCE WITH THE SPECIFICATION.
15. CONTRACT EXECUTION BANK GUARANTEE TO BE SUBMITTED (PLEASE REFER CLAUSE 19 ON PAGE NO 07 OF CAPITAL 2017.
16. ERECTION AND COMMISSIONING CHARGES SHOULD BE QUOTED AS 10% OF VALUE OF THE EQUIPMENT.
17. PRICE FOR COMPREHENSIVE AMC FOR TWO YEARS MUST BE QUOTED.THE AMC VALUE WILL BE CONSIDERED FOR ARRIVING AT THE LOWEST BIDDER. HOWEVER BHEL RESERVES THE RIGHT TO ORDER AMC AT A LATER DATE AFTER THE EXPIRY OF WARRANTY PERIOD.
18. PLEASE QUOTE PRICE BID AS PER PRICE BID FORMAT ENCLOSED.
19. PLEASE SUBMIT UNPRICED BID (COPY OF PRICE BID AFTER HIDING PRICE) ALONG WITH TECHNICAL BID.
20. ANY DEVIATIONS FROM OR ADDITIONS TO THE "GENERAL CONDITIONS OF CONTRACT" OR "SPECIAL CONDITIONS OF CONTRACT" REQUIRE BHEL'S EXPRESS WRITTEN CONSENT. THE GENERAL TERMS OF BUSINESS OR SALE OF THE BIDDER SHALL NOT APPLY TO THIS TENDER.

For and On behalf of BHEL.

# REQUEST FOR QUOTATION

|                                                                                  |                                                                                                                         |                                                                          |                                                                                                                |
|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
|  | <b>BHARAT HEAVY ELECTRICALS LIMITED</b><br>Electronics Division<br>PB No. 2606, Mysore Road Bangalore - 560026<br>INDIA | <b>RFQ NUMBER:</b><br>IKCCAP0034<br><br><b>RFQ DATE :</b><br>10.JAN.2018 | <b>Due Date</b><br><b>31.JAN.2018</b><br><b>Time: 13:00 HRS</b><br><br><b>VENUE :</b><br><b>NEW ENGG. BLDG</b> |
| MMI:PU:RF:003                                                                    |                                                                                                                         |                                                                          |                                                                                                                |

## PURCHASE FILE COPY

(for all correspondence)

Purchase Executive : Ishwar Kr Chaudary  
 Phone : 080 26998886  
 Fax :  
 E-mail: ishwarkc@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.**

| Sl No. | Description                                                                                                                                                                                                            | Qty | Unit | Delivery qty | Delivery Date |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|--------------|---------------|
|        |                                                                                                                                                                                                                        |     |      |              |               |
| 1      | Installation & Commissioning                                                                                                                                                                                           | 1   | NO   | 1            | 25.JUN.2018   |
| 2      | SC9890003602 LASER CUTTING MACHINE<br>As per specs.PS-438-351<br>Laser cutting machine for single pass cutting of silicon wafers used for semiconductor diodes & thyristors<br><br>DRW PS438351 00<br>Test Certificate | 1   | ST   | 1            | 24.MAY.2018   |

Total Number of Items - 2

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 .

For evaluation,exchange rate(TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid incase of two part bid) shall be considered.

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected.The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com)

- 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.
- 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:

1. BHEL, Electronics Division (X563699) - 6400092579

For and On behalf of BHEL.

# REQUEST FOR QUOTATION

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| MMI:PU:RF:003                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                         |                                                                                                                                         |                                                                                                                |
| <b>To:</b><br>BHEL, Electronics Division (X563699)<br>MYSORE ROAD,,<br>BANGALORE - 560026<br>Karnataka India                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                         | (for all correspondence)<br>Purchase Executive : Ishwar Kr Chaudary<br>Phone : 080 26998886<br>Fax :<br>E-mail: ishwar_kc@bheledn.co.in |                                                                                                                |
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For and On behalf of BHEL.

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| MMI:PU:RF:003                                                                    |                                                                                                                         |                                                                          |                                                                                                                |

To:  
 BHEL, Electronics Division (X563699)  
 MYSORE ROAD,,  
 BANGALORE - 560026  
 Karnataka India

(for all correspondence)

Purchase Executive : Ishwar Kr Chaudary  
 Phone : 080 26998886  
 Fax :  
 E-mail: ishwar\_kc@bheledn.co.in

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| Sl No. | Description                                                                                                                                                                                                            | Qty | Unit | Delivery qty | Delivery Date |
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|        |                                                                                                                                                                                                                        |     |      |              |               |
| 1      | Installation & Commissioning                                                                                                                                                                                           | 1   | NO   | 1            | 25.JUN.2018   |
| 2      | SC9890003602 LASER CUTTING MACHINE<br>As per specs.PS-438-351<br>Laser cutting machine for single pass cutting of silicon wafers used for semiconductor diodes & thyristors<br><br>DRW PS438351 00<br>Test Certificate | 1   | ST   | 1            | 24.MAY.2018   |

Total Number of Items - 2

RFQ sent to :(X563699, BHEL, Electronics Division, BANGALORE, IN)

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.

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- vii). All Prices should be written in words and numbers.
- viii). Excise Chapter Heading should be mentioned for all items where VAT is applicable .

For and On behalf of BHEL.

**PRICE BID FORMAT (Part II)**

|                                                                                                                                               |                        |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------|
|                                                                                                                                               | <b><i>Dated</i></b>    |                     |
| <b><i>RFQ REF</i></b>                                                                                                                         |                        |                     |
|                                                                                                                                               |                        |                     |
| <b>Vendor shall provide following details in the price bid format</b>                                                                         |                        |                     |
|                                                                                                                                               |                        |                     |
| <b><i>Equipment :</i></b>                                                                                                                     | <b><i>Currency</i></b> | <b><i>Value</i></b> |
|                                                                                                                                               |                        |                     |
| Cost of the Equipment with accessories.                                                                                                       |                        |                     |
| Taxes/Duties (applicable)                                                                                                                     |                        |                     |
|                                                                                                                                               |                        |                     |
| Cost of Installation and Commissioning                                                                                                        |                        |                     |
| Taxes/Duties (applicable)                                                                                                                     |                        |                     |
|                                                                                                                                               |                        |                     |
| Total Cost of Equipment with I&C and taxes/Duties                                                                                             |                        |                     |
|                                                                                                                                               |                        |                     |
|                                                                                                                                               |                        |                     |
| Cost of two years comprasensive AMC as per specification                                                                                      |                        |                     |
| Taxes/Duties (applicable)                                                                                                                     |                        |                     |
|                                                                                                                                               |                        |                     |
| <b><i>Pl note that, the prices are not to be indicated in Technical BID. Only Unpriced format to be included in Part I Technical Bid.</i></b> |                        |                     |
|                                                                                                                                               |                        |                     |

***Signature with seal.***

|                                                                                            |                                                 |             |            |
|--------------------------------------------------------------------------------------------|-------------------------------------------------|-------------|------------|
| <br>A4-11 | PURCHASE SPECIFICATION<br>GROUP: SEMICONDUCTORS | Spec. No    | PS-438-351 |
|                                                                                            |                                                 | Rev. No     | 00         |
|                                                                                            |                                                 | Page 1 of 8 |            |

## COPYRIGHT AND CONFIDENTIAL

The information on this document is the property of Bharat Heavy Electricals Limited.  
It must not be used directly or indirectly in anyway detrimental to the interest to the company

TECHNICAL SPECIFICATION  
FOR  
LASER MARKING MACHINE  
AT  
ELECTRONICS DIVISION, BHEL, MYSORE ROAD, BANGALORE, INDIA 560026

|                        |                 |                    |
|------------------------|-----------------|--------------------|
| REVISION DETAILS: (00) | PREPARED<br>MN  | Date<br>08.12.2017 |
|                        | APPROVED<br>KNJ |                    |

## COPYRIGHT AND CONFIDENTIAL

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It must not be used directly or indirectly in anyway detrimental to the interest to the company

|                                                                                            |                                                               |             |            |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------|-------------|------------|
| <br>A4-11 | <b>PURCHASE SPECIFICATION</b><br><b>GROUP: SEMICONDUCTORS</b> | Spec. No    | PS-438-351 |
|                                                                                            |                                                               | Rev. No     | 00         |
|                                                                                            |                                                               | Page 2 of 8 |            |

BHEL-Electronics Division manufactures high power thyristors and diodes. The equipment will be used for single pass cutting of silicon wafers of diameter ranging from 19mm to 56 mm wafers from 125mm/150 mm wafer and of thickness of 1.2 mm. The technical specification for the same is enclosed. Details of diameters to be cut and its thickness are given in **Table-2**

#### A) Pre-Qualification Criteria (PQC)

The supplier shall necessarily meet the following pre-qualification criteria.

| Sl. No | Particulars                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Supplier's confirmation |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 1.     | Offer shall be for new equipment and not for any refurbished or used equipment.                                                                                                                                                                                                                                                                                                                                                                                                                                         |                         |
| 2.     | Only OEM (Original Equipment Manufacturer) or their authorized dealers /distributor (for foreign vendors) can quote and supply the equipment.                                                                                                                                                                                                                                                                                                                                                                           |                         |
| 3.     | The vendor shall have trained service personnel for providing onsite service support in India. The authorization letter having validity as on date of tender shall be provided. Full contact details (address, email & phone no.) of the OEM shall be provided.                                                                                                                                                                                                                                                         |                         |
| 4.     | The supplier shall have supplied at least two (2) Laser cutting equipment for the purpose of cutting silicon wafers of thickness at least 1.2 mm, of which at least one equipment outside their country of origin. List of the customers along with equipment details shall be provided by the vendor. Documentary evidence shall be in the form of commissioning certificate or performance certificate or acceptance letter from the customer for successful commissioning and satisfactory working of the equipment. |                         |
| 5.     | The Vendor shall quote the price for 2 years of Comprehensive AMC which shall be applicable for the post warranty period. However BHEL will reserves the right to order AMC at a later date (after the expiry of warrantee). Comprehensive AMC offer shall include all spares & consumables during the period of AMC.                                                                                                                                                                                                   |                         |
| 6.     | The offered product shall be certified for CE (Conformité Européene) / UL/CSA/GOST-R standard. Documentary evidence in the form of relevant certificate shall be enclosed.                                                                                                                                                                                                                                                                                                                                              |                         |
| 7.     | Supplier shall supply, install and commission the equipment as per BHEL Specification.                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |

- Note:**
1. The Pre-qualification criteria are mandatory requirements and the technical bids will be considered only if all the above Pre-Qualification Criteria are met.
  2. All supporting documents related to PQC shall be enclosed in techno-commercial offer.
  3. Pre-qualification evaluation will be carried out based on the details furnished by the supplier / feedback from their customers / inspection of the company / product if required by BHEL and at its sole discretion.

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## B) SCOPE OF WORK:

The supplier shall necessarily meet the following scope of work

| Sl. No | Particulars                                                                                                                                                                                                                                                                          | Supplier's confirmation |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 1.     | Supply, move-in, Installation and Commissioning of the equipment. Vendor/their representative shall visit BHEL facility to understand the complete scope and also ensure that the equipment supplied can be moved in, installed and commissioned at the identified location in BHEL. |                         |
| 2.     | Installation and commissioning of the equipment at BHEL work place and demonstration of the equipment performance to BHEL personnel for silicon wafer of 1.2 mm thick wafers (reference wafer diameters and drawings on Pg. 8) The required jigs will be provided by BHEL.           |                         |
| 3.     | Training of BHEL personnel on operation & maintenance of the equipment at vendor's works and at our works to be carried out.                                                                                                                                                         |                         |
| 4.     | After commissioning of the equipment at our works, equipment will be cleared after satisfactory process trials for a minimum period of one week.                                                                                                                                     |                         |

## C) TECHNICAL SPECIFICATION

The laser machine shall conform to the specification mentioned in **Table-1** along with the additional requirements as given below:

1. A Laser machine shall be in a position to cut silicon wafers in circles of diameter ranging from 19mm to 56 mm from a circular wafer of 125mm diameter. Equipment performance shall be demonstrated for silicon wafer of 1 mm thick wafers (reference wafer diameters and drawings on Pg. 8)
2. The equipment is to be supplied with Laser head, integrated CNC, power supply, cooling unit and operator's control panel. The overall traverse of Laser head / CNC shall be up to 150 mm
3. Optional Coaxial assisted gas delivery system with O<sub>2</sub> as the gas (to be specified in the quote)
4. Fiber optics beam delivery / Direct beam delivery (to be specified in the quote)
5. Range of cover glasses, air knives and process options
6. CCTV viewing and through microscope viewing
7. The equipment shall conform to IP54 standard
8. Complete cutting cycle program operation by a single command
9. All the necessary process and safety related alarms (e.g. shutter open, cooling water temp high, etc.)
10. Pulse shaping and stability control features
11. X-Y table & laser head shall be enclosed in a chamber with a provision of viewing slots at the front & top side covered with laser protective glass.
12. Fixed Head Laser system / Fixed X-Y table to be specified in the quote

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13. The Rotary laser head/ rotary X-Y table should have a feature of operating on variable speeds ranging from 0 to 35 mm/sec
14. Software limits and Hardware limit switch
15. Home position setting on individual axis or combined axes
16. The system software shall be in a position to take PCD (Pitch Circle Diameter), diameter of the wafer to be cut and number of wafers to be cut.

| Table-1 |                                         |                                      |                |
|---------|-----------------------------------------|--------------------------------------|----------------|
| SL. NO. | BHEL SPECIFICATION                      |                                      | VENDER'S OFFER |
| 1.      | Laser Source                            | Pulsed Nd YAG Laser                  |                |
| 2.      | Avg. power at Laser (minimum)           | 150 W                                |                |
| 3.      | Pulse Energy (minimum)                  | 35 J                                 |                |
| 4.      | Pulse Width Range                       | 0.2- 20 ms                           |                |
| 5.      | Pulse to Pulse Stability                | Down to $\pm 0.5\%$                  |                |
| 6.      | Frequency                               | 1000 Hz                              |                |
| 7.      | wafer thickness to be cut               | 1.2 mm                               |                |
| 8.      | Kerf width                              | 50 $\mu\text{m}$ max.                |                |
| 9.      | Flash lamp (Typical Power)              | 5.0 KWp                              |                |
| 10.     | Laser Head System                       | Fixed or Rotary                      |                |
| 11.     | Loading table                           | Fixed or Rotary (X-Y)                |                |
| 12.     | Required gas for cutting                | oxygen                               |                |
| 13.     | Laser Head/CNC traverse length          | 150mm                                |                |
| 14.     | Fiber optics beam/ Direct beam delivery | To be specified                      |                |
| 15.     | Shutter opening time                    | < 50 ms                              |                |
| 16.     | Typical Beam Quality                    | 7 mm. mrad                           |                |
| a.      | Cooling Water flow requirement @15°C    | Please specify LPM & pressure in bar |                |
| b.      | Inlet Pressure (Typical)                | Specify                              |                |
| 17.     | Pressure drop (Typical)                 | Specify                              |                |
| 18.     | Electrical requirements                 | 415V /3ph/50 Hz                      |                |
| 19.     | Supply rating (typical)                 | To be specified                      |                |
| 20.     | Max. Power consumption                  | To be specified                      |                |
| 21.     | Ambient temperature                     | To be specified                      |                |
| 22.     | Humidity                                | To be specified                      |                |
| 23.     | Type of lens & focal length             | To be specified                      |                |

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| Table- 1 |                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                     |                |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------|
| SL. NO.  | BHEL SPECIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                     | VENDER'S OFFER |
| 22.      | Humidity                                                                                                                                                                                                                                                                                                                                                                                                                            | Please specify                                                      |                |
| 23.      | Type of lens & focal length                                                                                                                                                                                                                                                                                                                                                                                                         | To be specified                                                     |                |
| 24       | Supplier shall indicate the place of dispatch in the offer                                                                                                                                                                                                                                                                                                                                                                          |                                                                     |                |
| 25       | Safety goggle                                                                                                                                                                                                                                                                                                                                                                                                                       | Two sets of safety goggle for use with laser machine to be provided |                |
| 26       | CNC specification<br>No. of axis: Two<br>Resolution of motion: 10 microns<br>Repeatability: 10 microns<br>Z axis: Manual<br>Interface: CNC shall be interfaced with Laser Unit (Power & control units)<br>Exhaust port: To be provided for particle/fume extraction<br>Wafer cutting Jig with vacuum suction facility to be provided                                                                                                |                                                                     |                |
| 27       | Close loop chilled water circulation facility with chiller unit to be provided                                                                                                                                                                                                                                                                                                                                                      |                                                                     |                |
| 28       | Shroud: Enclosure shroud for laser cutting area with necessary safety viewport/goggles, interlocks etc. to be provided                                                                                                                                                                                                                                                                                                              |                                                                     |                |
| 29       | <b>The supplier shall conduct trials for cutting the silicon wafer (highest thickness as per BHEL specification) after completion of the equipment. After successful cutting as per BHEL requirement, the supplier shall offer for BHEL inspection/dispatch of the equipment.<br/><i>The dispatch clearance of the equipment shall be given by BHEL after BHEL inspection and satisfactory compliance of BHEL requirements.</i></b> |                                                                     |                |
| 30       | Supplier shall supply, install and commission the equipment at BHEL as per BHEL Specification                                                                                                                                                                                                                                                                                                                                       |                                                                     |                |
| 31       | Installation, commissioning & training                                                                                                                                                                                                                                                                                                                                                                                              |                                                                     |                |

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|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|    | Supplier shall complete the following activities and demonstrations for the completion of Installation and commissioning:<br>i. Supplier shall move in and position the equipment in the production area.<br>ii. The demonstration of the safety circuits and other safety provisions.<br>iii. The demonstration of successful commissioning shall be done by successful cutting of highest thickness of silicon wafer as per BHEL specification and also demonstrating the fulfilment of all the criteria mentioned in Table-1.<br>iv. The training of BHEL engineer(s) on operation and maintenance of the equipment |  |  |
| 32 | The vendor shall furnish a comprehensive warranty for at least 12 months from the date of commissioning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |

| D) SPARES / MAINTENANCE:                                                                                                                                                                                                                                                                                                                           | Vendor's Compliance/ Offer |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| The system supplied has to work continuously, trouble free during the <b>warranty period of 1 year</b> . The warranty shall include all consumables and spares required for operation of the equipment. List of spares including consumables along with quantity & price for 2 years post warranty period shall be submitted along with the offer. |                            |

| E) | GENERAL CONDITIONS                                                                                                                                                                                                                                                                                                                            | Vendor's Compliance/ Offer |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 1  | Three set of user operation and maintenance manual in English shall be supplied in hard copy and soft copy along with the equipment. The manual shall include circuit diagrams, electrical schematic, list of spares, catalogue/manual for bought out items, troubleshooting information etc, MSDS applicable, if any and safety information. |                            |
| 2  | The equipment shall be designed taking into account all Safety and OHSAS requirements.                                                                                                                                                                                                                                                        |                            |

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|           |                                                                                                                                                                                                                                                                                                                                                                                           |                                   |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| 3         | All test and guarantee certificates shall be submitted for bough-out items. Calibration certificates for all the instruments / gauges / indicators to 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 one year from date of commissioning. |                                   |
| 4         | Vendor shall carryout out preventive maintenance quarterly basis during the warranty period.                                                                                                                                                                                                                                                                                              |                                   |
| <b>F)</b> | <b>COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC)</b>                                                                                                                                                                                                                                                                                                                                    | <b>Vendor's Compliance/ Offer</b> |
| 1         | Comprehensive AMC for Two years after the expiration of the warranty period shall be provided. However BHEL will reserves the right to order AMC at a later date (after the expiry of warrantee).                                                                                                                                                                                         |                                   |
| 2         | AMC shall cover all the spare and wear parts for the entire period of AMC.                                                                                                                                                                                                                                                                                                                |                                   |
| 3         | The price for comprehensive AMC for two years after the warranty period shall be quoted. <b>The AMC value(s) will be considered for arriving at the lowest bidder.</b>                                                                                                                                                                                                                    |                                   |
| 4         | The AMC shall include unlimited breakdown call visits apart from the quarterly preventive maintenance visits.                                                                                                                                                                                                                                                                             |                                   |
| <b>G)</b> | <b>DOCUMENTS TO BE PROVIDED ALONG WITH TECHNICAL OFFER</b>                                                                                                                                                                                                                                                                                                                                | <b>Vendor's Compliance/ Offer</b> |
| 1         | Equipment parameters with brief explanation of features to be provided                                                                                                                                                                                                                                                                                                                    |                                   |
| 2         | If more than one model is quoted, separate offer with complete technical details shall be submitted                                                                                                                                                                                                                                                                                       |                                   |
| 3         | A clause wise deviation, if any, has to be brought out clearly. If there are no deviations, the vendor has to positively certify compliance to the specifications in toto.                                                                                                                                                                                                                |                                   |
| 4         | The complete technical information and catalogue shall be given.                                                                                                                                                                                                                                                                                                                          |                                   |

**Table-2**

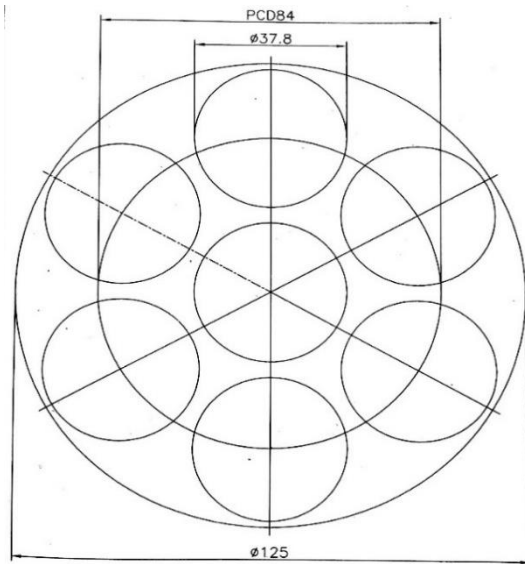
| Sl.No. | DEVICE TYPE | THICKNESS (μm) | STARTING DIAMETER (mm) | LASER CUTTING DIAMETER (mm) | No. of wafers cut |
|--------|-------------|----------------|------------------------|-----------------------------|-------------------|
| 1      | R Thyristor | 1000±10        | 125±1.0                | 55.1                        | 3                 |
| 2      | L Diode     | 440±10         | 56±1.0                 | 20.1                        | 5                 |
| 3      | N Diode     | 440±10         | 56±1.0                 | 26.2                        | 3                 |
| 4      | P Diode     | 600±10         | 125±1.0                | 38.2                        | 7                 |

### Reference Drawings for wafer cutting

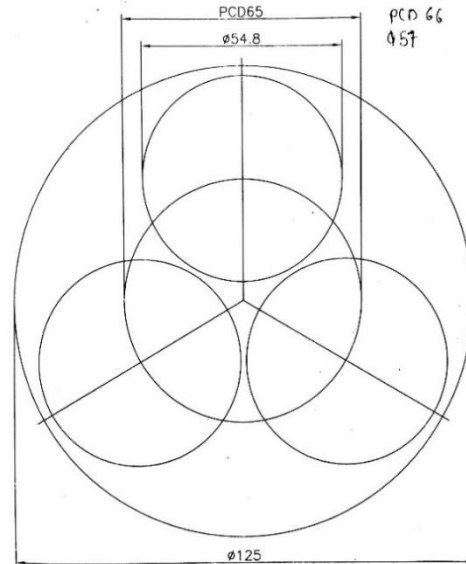
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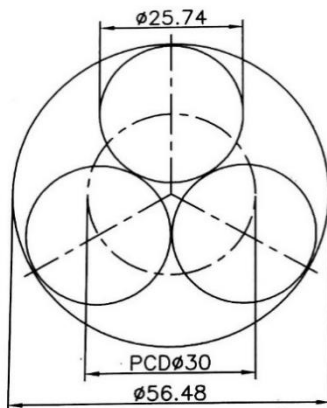
|                                                                                            |                                                 |             |            |
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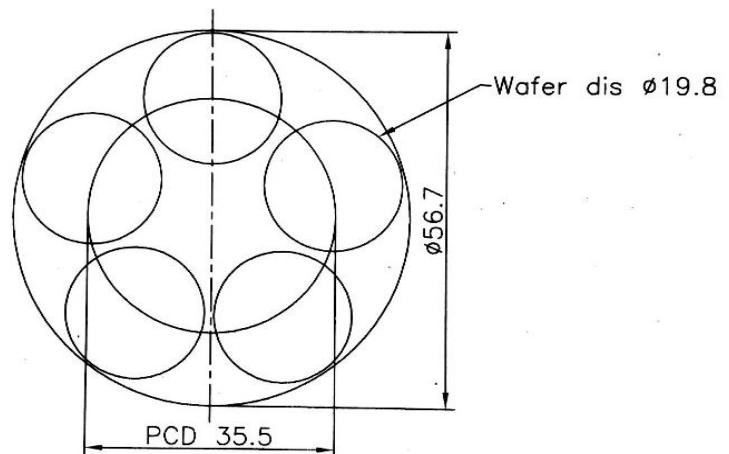
P Diode



R Thyristor



N Diode



L Diode

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**Bharat Heavy Electricals Ltd.,**

(A Government of India undertaking)

**Electronics Division**

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

**General Terms & Conditions for Supply of CAPITAL ITEMS****(Imported & Indigenous)****Doc Ref: CAPITAL-2017 (scheme)****I. Enquiry / Request For Quotation (RFQ):**

- (a) Any Purchase Order resulting from this enquiry shall be governed by **these general terms and conditions listed below and special terms and conditions, if any, along with this enquiry** of Bharat Heavy Electricals Limited, Electronics Division, Bangalore-560026 (**hereinafter referred to as BHEL EDN**).
- (b) Any of the terms and conditions not acceptable to vendor, shall be explicitly mentioned in the quotation. Otherwise, it will be treated as that all terms and conditions of this enquiry are acceptable.
- (c) If counter terms and conditions are offered by vendor, BHEL EDN shall not be governed by such terms and conditions, unless it is agreed and incorporated in the Purchase Order of BHEL EDN.
- (d) Any deviation to the terms and conditions not mentioned in the quotation by vendor in response to this enquiry will not be considered, if put forth subsequently or after issue of order, unless clarification is sought for by BHEL EDN and agreed upon in the Purchase Order of BHEL EDN.
- (e) BHEL EDN reserves the right to adopt Reverse Auction for the enquiry sent, at its discretion.
- (f) BHEL EDN shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.
- (g) Any specific terms and conditions to be complied will be mentioned in RFQ.

**II. General Terms and conditions:**

1. **TWO PARTS BID:** Quotation shall be submitted in two parts bid i.e.

**(a) Techno-commercial i.e., Un-priced Bid (in one sealed envelope):**

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 **COMMERCIAL TERMS (ANNEXURE-A / ANNEXURE-B)**. Any other enclosure, which the vendor 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**. An un-priced copy of price bid (without price) shall also be enclosed with the techno-commercial bid for evaluation of commercial terms. **The vendor shall not give the price in the technical bid. EMD Payment if applicable as mentioned in RFQ shall be enclosed along with the Techno-commercial Bid.**

Confirmation to BHEL specifications shall be indicated by the vendor in the respective columns provided in the purchase specification wherever applicable. Deviations to the specification / 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, part number, alternate material to the one asked in enquiry, if any, should be mentioned in quotation and illustrative leaflets giving technical particulars etc. are to be attached to facilitate consideration and technical evaluation of the quotation.

BHEL EDN material code number (as in enquiry) shall be indicated for each item quoted.

**(b) Price Bid (in one sealed envelope):**

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 indicated in the price bid.

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

**(c) Tender Offer (above two envelopes inside another sealed envelope):**

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 super scribed 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 (BOX NO.4)/ WEDNESDAY (BOX NO.6)/ FRIDAY (BOX NO.8) kept at **BHEL-EDN's** Reception area of our works with caption "**CE, SC & PV, DEFENCE**". **Quotations also can be dispatched by Couriers / Registered post / FAX / e-mail to the Purchase Executive indicated in the RFQ at the risk of vendor / bidder.**

Quotation through courier / register post / fax / email when addressed to the specific fax number and email address given in the enquiry, to be sent well in advance to enable BHEL EDN purchase personnel to drop in the tender box before the scheduled opening date and time. **Vendor is fully responsible for lack of secrecy on information of such quotations.** Vendor shall confirm with the concerned purchase executive after sending the offer regarding such delivery mode to ensure participation. BHEL EDN is not responsible for any delay in receipt of quotation sent by vendor through post/fax/email.

Late Tenders i.e., Tenders received after due date and time will be rejected.

3. The rate quoted against each item shall be in units stated in the enquiry. Where quotation is in terms of unit other than that in enquiry, relationship between the two units must be furnished in the quotation.
4. As far as possible, the quotations shall be free from corrections / overwriting. Corrections / overwriting, if any should be signed by authorized person with the company seal. Any typographical errors, totaling mistakes, currency mistakes, multiplication mistakes, summary mistakes observed in your priced bids, BHEL may consider whichever is beneficial to BHEL for evaluation. Vendor shall doubly ensure that the quote is correct and complete. The corrections / overwriting if any shall be signed with the seal.
5. Quotations are to be duly signed. Unsigned bids/offers are liable for rejection.
6. Tenders will be opened at **13:30 hrs.** and the venue is NEB, 2<sup>nd</sup> floor, MM conference hall. All the tenderers or their authorized representatives (with authorization letter from their principals) may witness opening of techno-commercial bid on the due date.
7. After evaluation of techno-commercial bids, price bids of only those which are technically & commercially accepted, will be opened on a subsequent date, which will be intimated to the concerned in advance for witnessing of price bid opening.
8. The quantity in each item to be purchased may vary from quantity enquired according to the actual requirement at the time of placing the purchase order. Quantity discount, if any, should be mentioned in the quotation.
9. **Bidders should mention GSTIN number of the place of supply and HSN (Harmonised system of nomenclature) / SAC (Services accounting code) number in the offer. In case both supply and service are involved, GSTN number of place of supply for services shall also be mention separately in the offer. Bidders should indicate clearly taxes (SGST/CGST/IGST/UGST) as applicable. 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 after placement of PO.**

**10. EARNEST MONEY DEPOSIT (EMD):**

EMD if applicable is mandatory and will be indicated in the RFQ. EMD shall be sent either by Pay Order or Demand Draft in favour of M/s Bharat Heavy Electricals Ltd, Electronics Division, Bangalore only. In case of foreign bidders, e-payment may also be made as EMD, details shall be obtained from purchase executive

EMD by the Tenderer will be forfeited as per Tender Documents if, the bidder/vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period. EMD of unsuccessful Tenderers shall be returned on acceptance of award /LOI/PO on successful Tenderer. The EMD of successful bidder shall be returned only after submission of Contract Execution Bank Guarantee (CEBG).

EMD will not carry any interest.

EMD will be waived in the following cases on submission of required documents by:

- a) Central / State - PSUs / Government departments
- b) Valid Micro and Small Enterprises under MSME. If claiming exemption under Micro or Small enterprise, submit the notarized/attested copy of your certificate along-with the original auditor's certificate stating the investment in your plant and machinery as on 31.03.2017 as per the format in Annexure-I

**11. DUN & BRADSTREET REPORT (for Foreign purchase):**

In case of foreign vendors, BHEL reserves the right to verify the Dun & Bradstreet report during techno-commercial scrutiny. Please mention your DUNS Number in the techno-commercial bid.

**12. Payment of Agency Commission to Indian Agent (for Foreign purchase):**

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

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

vii. The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at annexure –'A' shall apply in all such cases.

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

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

**13. VALUE FOR ERECTION & COMMISSIONING AT BHEL:**

Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, performance tests, and training to operators etc.

The estimated percentage of E&C value shall be 10% or as specified in the RFQ.

**E&C value should be quoted separately by bidders.** Only in case where quoted value is less than the value (in %) specified in the NIT or separate E&C values are 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 clause 16.

**14. TOTAL COST TO BHEL:**

The bidders shall quote charges for „Supply” and „Erection & Commissioning” separately. Purchase order will be placed on the lowest quotation (L1) only among the technically & commercially accepted quotations. Lowest quotation (L1) is determined on the basis of the total cost to BHEL.

The evaluation of tender shall be on the basis of total cost to BHEL including supply and Erection and Commissioning. For evaluation Exchange rate (TT selling rate of SBI) ruling on the date of Tender opening (Techno-commercial / un-priced Bid) will be considered for converting foreign currency to Indian currency. Loading factors for deviations to BHEL commercial terms & conditions will be considered.

**15. FIRM PRICE:** Rates quoted should be firm from the date of P.O., to the completion of supply 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 Erection & Commissioning is in vendor's scope, then the price shall remain FIRM till commissioning & handing over of the complete system.

**16. TERMS OF PAYMENT:****(a) FOR FOREIGN PURCHASE:**

Payment will be made against “**SIGHT DRAFT**” on presentation of documents to our bankers. Subject to loading factors as per **Clause 32 (Ai)**, BHEL may agree for the payment through LC at its discretion. For LC payment bank charges within India will be borne by BHEL and outside India will be to vendor's account.

The payment terms are as follows:

- (i) 80% against complete dispatch documents i.e. AWB / BOL, Invoice, Packing list, Warranty certificate, Nil shortage certificate, Certificate of country of origin etc. Balance 20% of supply value plus 100% of E&C value will be paid against E&C certificate issued by BHEL and submission of Performance bank guarantee (PBG) valid for 30 days beyond the warranty period 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.

Note: If PBG could not be submitted, vendors can also accept for the final 10% payment, payable after the warranty period + 3 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable). In such cases loading for PBG is not applicable.

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.

#### **Payment through L/C:**

Where the payments are through L/C (L/C opening charges are to be loaded), 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 tests, and training to operators etc. as envisaged in PO. 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, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO Value. The PBG confirmation charges shall be borne by vendor.

Under all circumstances, CEBG will be kept valid till the PBG becomes operational.

#### **(b) FOR INDIGENOUS PURCHASE:**

- (i) 80% basic payment plus 100% taxes, duties and freight charges with 45 days credit from the date of receipt of material 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) valid for 30 days beyond the warranty period 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.

Note: If PBG could not be submitted, vendors can also accept for the final 10% payment, payable after the warranty period + 3 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable). In such cases loading for PBG is not applicable.

If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment.

**17. ADVANCE PAYMENT:** Quotations with “**Advance payment**” shall be liable for rejection.

**18. PENALTY:** Failure to supply/completion of E&C within the delivery time as per purchase order will make the vendor liable to an unconditional **penalty of 0.5 % (half percent) per week at the basic price of the goods/E&C for the undelivered quantity, 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.

Date of receipt / Date of dispatch / Date of LR / Date of Airway bill / Date of pre-shipment inspection call with relevant documents as stated above, whichever is applicable as mentioned in PO shall be considered for determination of actual delivery date for the purpose of penalty calculation. BHEL is not liable for delayed OA for opening LC or corrections/amendment to LC asked after opening of LC.

**19. Contract Execution Bank Guarantee (CEBG):**

**CEBG shall be required for all POs where value (Supply + E&C) of each P.O. is more than Rs. 20 lakhs. CEBG should be submitted as per the format in Annexure-D.**

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 confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor.

CEBG shall be kept valid until 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 tests, and training to operators etc. as prescribed in PO.

If the supplier fails to submit the CEBG even within 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.

**20. PBG:** Performance Bank Guarantee (PBG) (If applicable): The vendor shall submit a PBG worth 10% of basic equipment value in the form and substance acceptable to BHEL from any of the Banks indicated in **ANNEXURE-G**. Such PBG shall be as per the format provided at **ANNEXURE - E/ ANNEXURE - F** and drawn on a non-judicial stamp paper of value Rs.100/-.

PBG shall be valid for 30 days beyond the warranty period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier or as mentioned in the RFQ. The PBG shall also have 3 months claim period from the date of expiry of such validity of bank guarantee.

**The Bank Guarantee shall be submitted directly to the concerned Purchase Executive by the issuing Bank with their forwarding letter.** BHEL will verify independently with the bank to establish the authenticity.

**21. WARRANTY:** Goods dispatched shall have warranty period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier or as mentioned in the RFQ.

**22. TERMS OF DELIVERY:**

**(a) FOR IMPORTED PURCHASE:**

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

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

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

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

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

**(b) FOR INDIGENOUS PURCHASE:**

Equipment shall be delivered on Ex-EDN/ Ex-ESD BHEL, Bangalore basis, inclusive of freight, packing, insurance & forwarding charges.

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

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

**23. DELIVERY REQUIREMENT:** The bidders should quote their earliest schedule for Supply and E&C against the schedule indicated in the RFQ. BHEL, however, reserves the right to accept an offer not meeting the RFQ schedule.

In the quotation, earliest firm delivery (number of days or weeks) by which material will be dispatched from the date of Purchase order must be indicated. It is recommended to avoid Quotations with delivery term such as `ex-stock`, `subject to prior sale`, or `delivery at the earliest`. Date of BHEL PO is the reference for all purposes.

**24. VALIDITY:** Quotation should remain valid for a period of **90 days** from the date of technical bid opening. Offer with Non-conformance is liable for rejection.

**25. POST-ORDER REQUISITES:**

- (a) Vendor shall give an Order Acknowledgement indicating the delivery date within one week of receipt of PO.
- (b) Pre-shipment inspection at vendor's works, if required, will be carried out by BHEL. Required assistance will have to be provided by the vendor at the time of pre-shipment inspection.
- (c) Test certificates, Calibration certificates and warranty certificates as stipulated at the time of ordering shall be furnished.
- (d) Items shall be dispatched by Air/Road/Rail/Sea worthy packing. Any damage and later rejection, due to poor / improper packing shall be to vendor's account.
- (e) Any damage/rejection should be made good or replaced immediately without any extra cost to BHEL such as freight, duties, taxes etc. The liability is restricted to the value of the order.
- (f) Wherever commissioning is involved, it shall be carried out by the vendor's qualified engineers. Scope of work includes installation, commissioning and start-up trials till satisfactory performance level is reached as certified by BHEL.
- (g) BHEL will not be responsible for any loss, damage or injuries to vendor's personnel sustained during installation / commissioning / start-up trials. Vendor shall ensure compliance with all statutory requisites as laid down by local bodies, state & Central Government. Vendor shall indemnify BHEL for all damages/ losses to various personnel during their presence in BHEL's premises for whatever purpose. The following shall be ensured by the vendor:
  - a) Vendor/contractor shall ensure that the vendor/contractor's workmen always follow safe work procedure during erecting/ commissioning activities.
  - b) Vendor/contractor shall ensure that the vendor/contractor's workmen wear safety PPEs (shoes, helmets, safety belt etc.) while on erecting/ commissioning work and similar works.
  - c) Vendor/contractor shall ensure adequate supervision of the activity by his/her supervisor/engineer during the erecting/ commissioning activities.
  - d) Vendor/contractor shall ensure that vendor/contractor's workmen meet legal requirement such as ESI/Workmen Compensation Act/Accident/medical insurance etc.

e) Vendor/contractor shall take work permit before commencement of the non-routine works of this nature.

f) Undertaking that vendor/contractor will adhere to necessary legal/safety requirements and BHEL shall be kept indemnified against any untoward events taking place during the course of work.

(h) Suitable markings & damage control indicating devices shall be provided where applicable.

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

27. **RISK PURCHASE:** The purchaser at his discretion may also make purchase of the materials NOT supplied in time at the **RISK & COST** of the supplier. In this event, it will be obligatory on the part of the supplier who fails to supply the goods in time to make good to BHEL any loss due to such risk purchase

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

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

(b) In case of RA, BHEL will engage the services of a service provider for conduct of the RA who will provide all necessary training and assistance to the bidders before commencement of on line bidding on internet.

(c) Business rules governing the RA will be communicated to the bidders through service provider for compliance.

(d) Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of RA. Without the compliance, the vendor will not be eligible to participate in the event.

(e) BHEL will provide a sample calculation sheet (in EXCEL format) which would help the bidders to arrive at "Net Cash outflow to BHEL" considering various price / cost elements like Packing & forwarding charges, GST for supply, GST for services, Freight charges, Insurance, and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) etc. for each of the bidders to enable them to arrive at "Net Cash outflow to BHEL ( Total Cost to BHEL)" which is the amount the bidder would be bidding during the RA.

(f) RA will be conducted on scheduled date & time and at the end of event, the lowest bidder value will be known on the network.

(g) The lowest bidder has to Fax the duly signed "Price Break-up" in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.

(h) Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct further business with BHEL, as per the prevailing procedure.

**29. REGRET LETTER:** In case any vendor is unable to quote, vendor shall send a regret letter without fail. In case of non-receipt of quotations or regret letters for three consecutive enquiries, such vendor is liable to be removed from our vendor list.

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

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

**32. 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: Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms:**

If payments 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) 10% 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 w.r.t. NIT norms, as per the prevailing bank rates.

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

| Sl. No. | BHEL standard term                                                                                                                                    | If you quote                                                                                                                 | Loading factor in % for non-compliance |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 1       | 80% against "SIGHT DRAFT"<br>+ 20% of supply value and<br>100% of E&C portion after<br>commissioning and submission<br>of performance bank guarantee. | Payment through<br>Letter of Credit (LC)<br>at sight with bank<br>charges to<br>respective accounts                          | 10%                                    |
|         |                                                                                                                                                       | Payment through<br>Letter of Credit (LC)<br>with usance credit of<br>45 days, with bank<br>charges to<br>respective accounts | 5%                                     |
|         |                                                                                                                                                       | Sight draft with<br>credit period less<br>than 45 days.                                                                      | 5%                                     |

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

| Sl. No. | BHEL standard term                                                                                                                                                                                                                                                                 | If you quote                                                                                               | Loading factor in % for non-compliance |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 1       | 80% basic payment plus 100% taxes, duties and freight charges with 45 days credit from the date of receipt of material at BHEL. Balance 20% of supply value plus 100% of E&C portion against E&C certificate issued by BHEL and submission of performance bank guarantee by vendor | Payment through bank, Delivery of material on production of consignee copy of LR.                          | 15%                                    |
|         |                                                                                                                                                                                                                                                                                    | Payment through Bank with consignment door deliver to BHEL(without consignee copy of LR)and 45 days credit | 2%                                     |
|         |                                                                                                                                                                                                                                                                                    | Credit period less than 45 days but not less than 15 days                                                  | 10%                                    |
|         |                                                                                                                                                                                                                                                                                    | 80% Payment against proforma invoice on receipt of material at BHEL.                                       | 15%                                    |
|         |                                                                                                                                                                                                                                                                                    | 100% with 45 days credit after commissioning & submission of PBG                                           | Nil                                    |

**B. For non compliance of Penalty clause for in 'SUPPLY' and 'E&C':**

For the purpose of penalty for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site

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 of 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 @ 0.5% per week of delay on total PO value (Supply + E&C) for the delayed machine.

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.

| Sl. No. | BHEL standard term                                                                                                                                                                | If you quote          | Loading factor for non-compliance |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------------|
| 1       | 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). | Not agreed.           | 10%                               |
|         |                                                                                                                                                                                   | Other than the above. | 10% - (minus) agreed max. %       |
| 2       | The rate of 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).       | Not agreed.           | 10%                               |
|         |                                                                                                                                                                                   | Other than the above. | 10% - (minus) agreed max. %       |

*In case, 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.*

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

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

| 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 %                              |
|         |                                                                                          | 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 | Not agreed for the stipulated delivery in the RFQ | 0.5 % per week up to max., of 10% for the difference in delivery period |

**E. For non compliance of Warranty:**

| Sl. No. | BHEL standard term                                                                                                              | If you quote                                   | Loading factor for non-compliance            |
|---------|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------|
| 1       | 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier 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 |

**E (i) For Non- agreement on delivery at BHEL-EDN/ESD (For Foreign Purchase Orders):**

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

**E(ii) For Non- agreement on delivery at BHEL-EDN/ESD (For Indigenous Purchase Orders):**

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

**ANNEXURE-A**

**COMMERCIAL TERMS (to be enclosed with TECHNO-COMMERCIAL BID)**  
**(for Foreign Purchase Orders)**

| Sl. No. | Particulars                                                                                                                                                                                                                                                                                                                                                       | Bidder's confirmation                      |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| 1       | <b>Price basis:</b><br>Firm i.e., from the date of PO to completion of supply<br>[Price Variation Clause (PVC) not acceptable]                                                                                                                                                                                                                                    | Acceptable / Not acceptable                |
| 2       | EMD as mentioned in RFQ                                                                                                                                                                                                                                                                                                                                           | Submitted/Not submitted                    |
| 3       | CEBG as detailed in clause 19                                                                                                                                                                                                                                                                                                                                     | Acceptable / Not acceptable                |
| 4       | <b>Terms of Payment:</b> Against "SIGHT DRAFT" on presentation of documents to our bankers.<br>(a) 80 % is payable on negotiation of complete set of original documents. Balance 20% of supply value plus 100% of E&C portion will be paid after commissioning and submission of performance bank guarantee by vendor.<br><br>(b) Deviation if any please specify | (a) Acceptable / Not acceptable<br><br>(b) |
| 5       | <b>BHEL's penalty clause:</b><br>(a) Delay in delivery as per PO delivery date will result in penalty of 0.5 % (half percent) per week at the basic price of the goods/E&C for the undelivered quantity, subject to a maximum of 10% individually.<br>(b) Deviation if any Please specify                                                                         | (a) Acceptable / Not acceptable<br><br>(b) |
| 6       | <b>Performance Bank guarantee (If applicable):</b><br>PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as detailed in clause 20.                                                                                                                                                                                           | Yes / No                                   |
| 7       | <b>Terms of delivery:</b><br>(a) FCA/FOB international Airport/Seaport as per Clause 22 (a)(Indicate name of International Airport/Seaport)<br>(b) Deviation if any Please specify                                                                                                                                                                                | (a) Acceptable / Not acceptable<br><br>(b) |
| 8       | <b>Warranty:</b><br>(a) 18 months from the date of dispatch or 12 months from the date of commissioning or as specified in RFQ<br>(b) Deviation if any Please specify                                                                                                                                                                                             | (a) Acceptable / Not acceptable<br><br>(b) |
| 9       | <b>Delivery period:</b> Number of weeks from date of BHEL PO.<br>E & C: Number of weeks from date of supply at BHEL.                                                                                                                                                                                                                                              | _____ Weeks<br>----- Weeks                 |
|         | <b>Validity:</b><br>(a) Quotation should remain valid for a period of 90 days from the due date<br>(b) Deviation if any Please specify                                                                                                                                                                                                                            | (a) Acceptable / Not acceptable<br><br>(b) |
| 11      | <b>Bank charges(If applicable):</b><br>(a) Bank charges within India is to BHEL account and outside India is to Vendor's account<br>(b) Deviation if any Please specify                                                                                                                                                                                           | (a) Acceptable / Not acceptable<br><br>(b) |
| 12      | Weight and Dimension of consignment with packing                                                                                                                                                                                                                                                                                                                  | Furnished / To be furnished                |

With this, it is inferred that vendor has understood and accepts all terms & conditions as indicated above.  
NOTE: The above filled-in and signed-sealed document (in original) shall be furnished as part of Part-I Bid without fail. If no deviations are brought, it will be treated as if all terms and conditions of this enquiry are accepted by vendor without any deviation.

Signature of vendor / with stamp

**ANNEXURE-B**

**COMMERCIAL TERMS (to be enclosed with TECHNO-COMMERCIAL BID)**

**(For Indigenous Purchase Orders)**

| Sl.No. | Particulars                                                                                                                                                                                                                                                                                                                             | Bidder's confirmation                  |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 1      | <b>Price basis:</b><br>Firm i.e., from the date of PO to completion of supply<br>[Price Variation Clause (PVC) not acceptable]                                                                                                                                                                                                          | Acceptable / Not acceptable            |
| 2      | EMD as mentioned in RFQ                                                                                                                                                                                                                                                                                                                 | Submitted/Not submitted                |
| 3      | CEBG as detailed in clause 19                                                                                                                                                                                                                                                                                                           | Acceptable / Not acceptable            |
| 4      | <b>GST Number of bidder:-</b><br><b>HSN code for material supply:-</b>                                                                                                                                                                                                                                                                  |                                        |
| 5      | <b>SGST / CGST / IGST / UGST for material supply</b><br>If applicable indicate %.                                                                                                                                                                                                                                                       | Applicable / Not applicable<br>_____ % |
| 6      | <b>SAC code for services:-</b><br><b>SGST / CGST / IGST / UGST for services.</b>                                                                                                                                                                                                                                                        | ----- %                                |
| 7      | <b>Payment terms:</b><br>(a) 80 % basic payment plus 100% taxes , duties and freight charges with 45 days credit from date of receipt of material. Balance 20% of supply value plus 100% of E&C portion will be paid after commissioning and submission of performance bank guarantee by vendor.<br>(b) Deviation if any please specify | (a) Acceptable / Not acceptable<br>(b) |
| 8      | <b>BHEL's penalty clause:</b><br>(a) Delay in delivery as per PO delivery date will result in penalty of 0.5 % (half percent) per week at the basic price of the goods/E&C for the PO quantity, subject to a maximum of 10% individually.<br>(b) Deviation if any Please specify                                                        | (a) Acceptable / Not acceptable<br>(b) |
| 9      | <b>Performance Bank guarantee (PBG) (If applicable:</b><br>PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as per clause 20.                                                                                                                                                                    | Yes / No                               |
| 10     | <b>Terms of delivery:</b><br>(a) Ex- EDN or ESD / BHEL, Bangalore (Free delivery to BHEL Bangalore including freight, packing & forwarding charges)<br>(b) Deviation if any Please specify                                                                                                                                              | (a) Acceptable / Not acceptable<br>(b) |
| 11     | <b>Warranty:</b><br>(a) 18 months from the date of dispatch or 12 months from the date of commissioning or as specified in RFQ<br>(b) Deviation if any Please specify                                                                                                                                                                   | (a) Acceptable / Not acceptable<br>(b) |
| 12     | <b>Delivery period:</b> Number of weeks from date of BHEL PO<br><b>E &amp; C :</b> Number of weeks from date of supply at BHEL                                                                                                                                                                                                          | _____ Weeks<br>_____ Weeks             |
| 13     | <b>Validity:</b><br>(a) Quotation should remain valid for a period of 90 days from the due date<br>(b) Deviation if any Please specify                                                                                                                                                                                                  | (a) Acceptable / Not acceptable<br>(b) |
| 14     | <b>Bank charges (If applicable):</b><br>(a) All Bank charges to vendor's account<br>(b) Deviation if any Please specify                                                                                                                                                                                                                 | (a) Acceptable / Not acceptable<br>(b) |
| 15     | Weight and Dimension of consignment with packing                                                                                                                                                                                                                                                                                        | Furnished / To be furnished            |

With this, it is inferred that vendor has understood and accepts all terms & conditions as indicated above.  
NOTE: The above filled-in and signed-sealed document (in original) shall be furnished as part of Part-I Bid without fail. If no deviations are brought, it will be treated as if all terms and conditions of this enquiry are accepted by vendor without any deviation.

Signature of vendor / with stamp

ANNEXURE – C**CONTRACT EXECUTION BANK GUARANTEE BOND**

This deed of guarantee made this ..... day of ..... 20... by the..... Bank Ltd, (hereinafter referred to as “the Bank”) in favour of Bharat Heavy Electricals Limited, Bangalore having its registered Office at New Delhi with its Unit Office at Bangalore where as M/s..... having its registered office at ..... (hereafter called the “the Contractor”) have entered in to contract with Bharat Heavy Electricals Limited, Bangalore for the supply of ..... vide Purchase Order No ..... dated .....

1. We ..... Bank Ltd, do hereby undertake to pay to Bharat Heavy Electricals Limited, Bangalore an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by Bharat Heavy Electricals Limited, Bangalore by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order.

2. We, ..... Bank Ltd, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Bharat Heavy Electricals Limited, Bangalore stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by Bharat Heavy Electricals Limited, Bangalore by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order or by reason of the Contractor's failure to perform the said Purchase Order. 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.....

3. We, ..... Bank Ltd, further agree to the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase Order and that it shall continue to be enforceable till all the dues of Bharat Heavy Electricals Limited, Bangalore under or by virtue of the said Purchase Order have been fully paid and its claims satisfied or discharged or till Bharat Heavy Electricals Limited, Bangalore certifies that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date the claim shall be enforceable and Payable only by any one of the BHEL Consortium Banks in India ( List is attached herewith) notwithstanding the fact that the said enforcement is effected after the said date

For the purpose of this clause, any letter making demand on the Bank by Bharat Heavy Electricals Limited, Bangalore dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the Bank ( **any one of the BHEL Consortium Banks as per list attached as selected by the vendor**) shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

4. We,.....Bank Ltd, further agree with Bharat Heavy Electricals Limited, Bangalore that Bharat Heavy Electricals Limited, Bangalore 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 Purchase Order or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by Bharat Heavy Electricals Limited, Bangalore against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of Bharat Heavy Electricals Limited, Bangalore or any indulgence by Bharat Heavy Electricals Limited, Bangalore to the said Contractor or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Bangalore.

We, ..... Bank Ltd, lastly undertake not to revoke this guarantee during its currency except with the previous consent of Bharat Heavy Electricals Limited, Bangalore in writing.

In witness whereof we..... (indicate the name of Bank) have hereunto setout Bank

Seal the..... day ..... month 201

**The contact details of the Issuing Bank such as Email ID, Phone No. and Fax No. should be indicated in the CEBG. Also please note that the CEBG should be forwarded to us with the covering letter of the issuing Bank with signature and seal.**

**(1) It should be typed in the Rs. 100 value of stamp paper.**

**(2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.**

**(3) It should be submitted with bank covering letter with sign and seal of the bank official.**

Please note that issuance of the CEBG without meeting the above requirement will render the document invalid.

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ANNEXURE-D

**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 <sup>1</sup> (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assignments) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_ <sup>2</sup> 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 .....<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees )/FC.....(in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Contractor or 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 the .....bank 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.....<sup>6</sup> 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 the .....<sup>7</sup> we 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.....<sup>8</sup>
- b) This Guarantee shall be valid up to .....<sup>9</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>10</sup> 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.....

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> PROJECT/SUPPLY DETAILS

<sup>5</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>6</sup> VALIDITY DATE

<sup>7</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>8</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>9</sup> VALIDITY DATE

<sup>10</sup> DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. 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.

The BG should clearly specify that the demand or other document can be presented in

## **ANNEXURE – E**

### **LIST OF CONSORTIUM BANKS**

BANK GUARANTEE (BG) SHALL BE ISSUED FROM THE FOLLOWING BANKS ONLY:

|    |                           |    |                                                            |
|----|---------------------------|----|------------------------------------------------------------|
|    | Nationalized Banks        |    | Nationalized Banks                                         |
| 1  | Allahabad Bank            | 19 | Vijaya Bank                                                |
| 2  | Andhra Bank               |    | Public Sector Banks                                        |
| 3  | Bank of Baroda            | 20 | IDBI                                                       |
| 4  | Canara Bank               |    | Foreign Banks                                              |
| 5  | Corporation Bank          | 21 | CITI Bank N.A                                              |
| 6  | Central Bank              | 22 | Deutsche Bank AG                                           |
| 7  | Indian Bank               | 23 | The Hong Kong and Shanghai Banking Corporation Ltd. (HSBC) |
| 8  | Indian Overseas Bank      | 24 | Standard Chartered Bank                                    |
| 9  | Oriental Bank of Commerce | 25 | The Royal Bank of Scotland N.V.                            |
| 10 | Punjab National Bank      | 26 | J P Morgan                                                 |
| 11 | Punjab & Sindh Bank       |    | Private Banks                                              |
| 12 | State Bank of India       | 27 | Axis Bank                                                  |
| 13 | State Bank of Hyderabad   | 28 | The Federal Bank Limited                                   |
| 14 | Syndicate Bank            | 29 | HDFC Bank                                                  |
| 15 | State Bank of Travancore  | 30 | Kotak Mahindra Bank Ltd                                    |
| 16 | UCO Bank                  | 31 | ICICI Bank                                                 |
| 17 | Union Bank of India       | 32 | IndusInd Bank                                              |
| 18 | United Bank of India      | 33 | Yes Bank                                                   |

Note:

- BG should be directly sent to BHEL by the issuing Bank along with cover letter.
- All BGs must be issued from BHEL consortium banks listed above.
- BHEL may accept BG from other Public Sector Banks also which are not listed above.
- BG will not be accepted from Scheduled Banks and Co-operative Banks.
- In case BG is issued from a bank located outside Indian Territory and is issued in foreign currency, the BG must be routed through and confirmed by any one of the above mentioned consortium banks.
- This list is subject to changes. Hence vendors are requested to check this list every time before issuing BGs.

### ANNEXURE-F

#### LIST OF INTERNATIONAL GATEWAY AIRPORTS

| SCHEDULE NO | COUNTRY     | CURRENCY CODE | AIRPORT                                                                               |
|-------------|-------------|---------------|---------------------------------------------------------------------------------------|
| D01         | UK          | GBP           | LONDON (HEATHROW)                                                                     |
| D02         | UK          | GBP           | NEW CASTLE                                                                            |
| D03         | UK          | GBP           | OXFORD. CHETLAM                                                                       |
| D04         | UK          | GBP           | BRISTOL. WELLINGBOROUGH                                                               |
| D05         | UK          | GBP           | BIRMINGHAM                                                                            |
| D06         | UK          | GBP           | EAST MIDLANDS                                                                         |
| D07         | UK          | GBP           | MANCHESTER                                                                            |
| D08         | UK          | GBP           | LEEDS                                                                                 |
| D09         | UK          | GBP           | GLASGOW                                                                               |
| D10         | FRANCE      | EURO          | PARIS (ROISSY) & LYON                                                                 |
| D11         | SWEDEN      | EURO          | STOCKHOLM                                                                             |
| D12         | SWEDEN      | EURO          | GOTHENBERG & MALMO                                                                    |
| D13         | ITALY       | EURO          | ROMA, MILAN                                                                           |
| D14         | ITALY       | EURO          | TURIN, BOLOGNA, FLORENCE                                                              |
| D15         | NETHERLANDS | EURO          | AMSTERDAM, ROTTERDAM                                                                  |
| D16         | AUSTRIA     | EURO          | VIENNA, LINZ, GRAZ                                                                    |
| D17         | BELGIUM     | EURO          | ANTWERP, BRUSSELS                                                                     |
| D18         | DENMARK     | DKK           | COPENHAGEN                                                                            |
| D19         | JAPAN       | JPY           | TOKYO, OSAKA                                                                          |
| D20         | SINGAPORE   | SGD           | SINGAPORE                                                                             |
| D21         | CANADA      | CAD           | TORONTO                                                                               |
| D22         | CANADA      | CAD           | MONTREAL                                                                              |
| D23         | USA         | USD           | NEW YORK, BOSTON                                                                      |
| D24         | USA         | USD           | CHICAGO                                                                               |
| D25         | USA         | USD           | SAN FRANCISCO, LOS ANGELES                                                            |
| D26         | USA         | USD           | ALANTA, HOUSTON                                                                       |
| D27         | GERMANY     | EURO          | MUNICH, KOLN, DUSSELDORF, HANNOVER, HAMBURG, STUTTGART, DAMSTADT, MANIHIEM, NURUMBERG |
| D28         | GERMANY     | EURO          | FRANKFURT                                                                             |

|     |              |      |                              |
|-----|--------------|------|------------------------------|
| D29 | GERMANY      | EURO | BERLIN                       |
| D30 | SWITZERLAND  | SFR  | BASLE, ZURICH, GENEVA        |
| D31 | SPAIN        | EURO | BARCELONA                    |
| D32 | AUSTRALIA    | AUD  | SYDNEY                       |
| D33 | AUSTRALIA    | AUD  | MELBOURNE                    |
| D34 | AUSTRALIA    | AUD  | PERTH                        |
| D35 | CZECH        | EURO | PRAGUE                       |
| D36 | HONG KONG    | HKD  | HONG KONG                    |
| D37 | NEW ZELAND   | NZD  | AUCKLAND                     |
| D38 | RUSSIA       | USD  | MOSCOW                       |
| D39 | SOUTH KOREA  | USD  | KIMPO INTERNATIONAL, INCHEON |
| D40 | FINLAND      | EURO | HELSINKI                     |
| D41 | ROMANIA      | EURO | BUCHAREST                    |
| D42 | NORWAY       | EURO | OSLO                         |
| D43 | IRELAND      | EURO | DUBLIN                       |
| D44 | ISRAEL       | USD  | TEL AVIV                     |
| D45 | UAE          | USD  | DUBAI                        |
| D46 | OMAN         | USD  | MUSCAT                       |
| D47 | EGYPT        | USD  | CAIRO                        |
| D48 | TAIWAN       | USD  | TAIPEI                       |
| D49 | UKRAINE      | USD  | KIEV                         |
| D50 | CHINA        | USD  | SHANGHAI, SHENZHEN           |
| D51 | PHILIPINES   | USD  | MANILA                       |
| D52 | MALAYSIA     | USD  | KUALALUMPUR, PE NANG         |
| D53 | CYPRUS       | USD  | LARNACA                      |
| D54 | SOUTH AFRICA | USD  | JOHANNESBERG, DURBAN         |
| D55 | SLOVAKIA     | EURO | BARTISLOVA                   |
| D56 | SAUDI ARABIA | SAR  | RIYADH                       |
| D57 | TURKEY       | EURO | ISTANBUL                     |
| D58 | THAILAND     | USD  | BANGKOK                      |
| D59 | BRAZIL       | USD  | SAO PAULO, RIO DE JANEIRO    |



ANNEXURE-G  
Electronic Funds Transfer ( EFT) OR Paylink Direct Credit Form

Please Fill up the form in CAPITAL LETTERS only.

TYPE OF REQUEST(Tick one): \_\_\_\_\_CREATE\_\_\_\_\_CHANGE

BHEL Vendor / Supplier Code:

Company Name :

Permanent Account Number(PAN):

Address

City: \_\_\_\_\_

PINCODE

STATE

Contact Person(s)

Telephone No:

Fax No:

e-mail id:

1 Bank Name:

2 Bank Address:

3 Bank Telephone No:

4 Bank Account No:

5 Account Type: Savings/Cash Credit

6 9 Digit Code Number of Bank and branch  
appearing on MICR cheque issued by Bank

7 Bank swift Code (applicable for EFT only)

8 Bank IFSC code (applicable for RTGS)

9 Bank IFSC code (applicable for NEFT)

A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.

B 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.

C This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.

D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:

Designation:

Telephone NO. with STD Code

Company Seal



Bank Certificate

We certify that \_\_\_\_\_ has an Account No \_\_\_\_\_ with us and we confirm that the bank details given above are correct as per our records.

Date:

(.....) Place:  
Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to: Bharat Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road, BANGALORE - 560 026

In case of any Query, please contact : concerned Purchase Executive

## ANNEXURE – H

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

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



### ANNEXURE I

#### BENEFITS FOR MSE SUPPLIERS AS PER MSMED ACT 2006 AND PUBLIC PROCUREMENT POLICY 2012

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (Format enclosed at page 2 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.



Certificate by Chartered Accountant on Letter Head

This is to certify that M/s .....  
.....(Hereinafter referred to as 'y') 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 per the latest audited  
financial year ..... 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 Industries vide its notification No.S.O.1722(E) dated October 5, 2006:  
Rs. ....Lacs.
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 in within permissible limit of Rs.....Lacs  
or.....Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

(or)

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is .....(dd/mm/yy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date: (Signature)

Name -

Membership Number -

Seal of Chartered Accountant