

REQUEST FOR QUOTATION

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: KMVM900363 RFQ DATE : 07.OCT.2009	Due Date 11.NOV.2009 Time: 13:00 HRS VENUE : NEW ENGG. BLDG
MMI:PU:RF:003			

	(for all correspondence) Purchase Executive : RITESH C Phone : 080-26998886 Fax : 00918026989217 E-mail: ritesh@bheledn.co.in
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Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no.and due date, should reach us on or before the due date by **13.00** hours IST and will be opened on the same day at **13.30** hours at the venue mentioned above. **PLEASE DROP THE OFFER IN THE BOX PROVIDED AT RECEPTION.**

SPECIAL TERMS AND CONDITIONS:

1. TENDER/OFFER MUST BE SUBMITTED IN TWO PARTS: (1).TECHNO- COMMERCIAL BID (2).PRICE BID.
2. QUOTATIONS MAY BE SUBMITTED BY ORIGINAL EQUIPMENT MANUFACTURER'S (OEM'S) OR THEIR AUTHORISED DEALERS.
3. VENDOR HAS TO CONFORM TO THE CLAUSES IN THE PURCHASE SPECIFICATIONS (PS/205/082 Rev 00). DEVIATIONS, IF ANY, TO BE BROUGHT OUT CLEARLY IN THE TECHNICAL BID.
4. VENDOR IS ADVISED TO GO THROUGH THE GENERAL TERMS AND CONDITIONS, DOCUMENT CPD-20000 ENCLOSED WITH THIS RFQ.
5. VENDOR HAS TO CONFORM TO ALL THE CLAUSES LISTED IN THE COMMERCIAL TERMS (ANNEXURE A/B). DEVIATIONS, IF ANY, TO BE HIGHLIGHTED AND BROUGHT OUT CLEARLY IN THE TECHNICAL BID.
6. DELIVERY REQUIRED: 24 WEEKS FROM THE DATE OF PO.
7. TERMS OF PAYMENT: 80% BY SIGHT DRAFT / WITH 30 DAYS CREDIT AFTER RECEIPT OF MATERIAL, 10% AFTER INSTALLATION & COMMISSIONING AND 10% AGAINST SUBMISSION OF PERFORMANCE BANK GURANTEE(PBG) OR AFTER WARRANTY PERIOD.
8. QUOTATION SHOULD BE VALID FOR 90 DAYS FROM DUE DATE.
9. BHEL RESERVES THE RIGHT TO RESORT TO REVERSE AUCTION BEFORE THE PRICE BID OPENING.

SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	3 PH 100 KVA UPS AS PER SPEC PS/205/082 Rev:00	2	NO	2	31.JUL.2010

Total Number of Items - 1

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

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

For and On behalf of BHEL. Page 1 OF 1



Pre qualification criteria

1. The vendor shall be an Original Equipment Manufacturer (OEM).
2. If the vendor is a foreign OEM, the foreign OEM shall have authorized dealers/ representatives in India for conducting installation, commissioning and after sales service.
3. Offers can be submitted by the OEM or their authorized dealers/ representative in India.
4. If the offer is from an authorized dealer / representative, the dealer/ representative should furnish the authorization letter from the OEM along with the offer. The authorization letter to be currently dated giving the contact details of the OEM.
5. If the offer is from an authorized dealer/ representative, the dealer/ representative in India should give the confirmation that after sales service support shall be provided by the dealer/ representative.
6. An authorized Representative/ Dealer in India, cannot quote for the same equipment from more than one OEM.
7. During the past three years, the vendor should have already supplied and installed in India, minimum 10 nos. of UPS systems of rating 100 KVA or more either
 - With 2 number of 50 KVA UPS units working in parallel.
 - Or
 - As single UPS units.

These must be operating satisfactorily for at least one year. The details of the customers with contact details, details of UPS installed, dates of supply and commissioning, details of the performance of the commissioned equipment shall be provided along with offer.

8. If required by BHEL, the vendor shall arrange for a demonstration of the equipment or similar equipment operating in India.
9. Offer shall be for a new equipment and not for any refurbished/ used equipment. A declaration to the above effect has to be furnished along with the offer.
10. All the parts used in the equipment shall also be new and not used/ refurbished ones. A declaration to the above effect has to be furnished along with the offer.
11. The vendor or their authorized service representatives shall have trained technical people/ engineers in India for installation and commissioning of the offered equipment. A declaration to the above effect to be furnished.
12. The vendor shall guarantee the performance of the equipment for at least 12 months from the date of commissioning.
13. The vendor shall furnish a comprehensive warranty for at least 12 months from the date of commissioning or 18 months from the date of delivery, whichever is early.



**PURCHASE SPECIFICATIONS FOR 100 KVA for
Uninterruptible Power Supply System**

**PS 205/082
Rev. 00
14/09/2009**

14. The vendor or their authorized service representatives shall be in a position to provide prompt after sales service and spares support for the offered equipment within 24 hours of informing. A declaration to the above effect to be furnished.
15. The vendor shall be in a position to undertake AMC or provide service support for the equipment supplied, after the expiry of the warranty/ guarantee period either directly or through a authorized service representative.
16. Test reports for the parameters mentioned in the specification to provided along with equipment.
17. In case of overseas supplier, pre-dispatch tests are to be demonstrated at their authorized dealers/representatives place in India, in presence of BHEL representative.
18. Final acceptance of equipment is subject to successful completion of pre-dispatch tests and on site tests.

NOTE:

- 1) Pre-qualification will be carried out based on the details furnished by the vendor/ feedback from their customers/ inspection of the company/ product if required by BHEL and at its sole discretion.
- 2) The Pre-qualification criteria are mandatory requirements and the technical bids will be evaluated only when the Pre-Qualification criteria are met.

Scope :

Supply, Installation and Commissioning of 100 KVA online Uninterrupted Power Supply System. The system to be of modular construction. It should consist of two identical and independent UPS capable of supplying power in parallel /redundant operation.

The two UPS should :

1. Support 100 KW at 1 to 0.84 PF continuous load when operated in parallel.
2. Support 50 KW at 1 to 0.84 PF continuous load when operated in parallel/redundant mode and should continue to supply power to the load continuously without any break when one of the UPS fails.
3. Individually and independently support 50 KW at 1 to 0.84 PF continuous load when operated in standalone mode.

Each UPS unit shall be a true online UPS and of double conversion type having its own battery bank. Under normal conditions, when AC mains power is available, the rectifier shall operate and supply DC power for float / rapid charging the battery and also to inverter at full load. The rectifier shall be designed for simultaneously feeding complete inverter load and charge the battery to its rated capacity within 10 hrs after a full discharge of the batteries. In case of failure of incoming supply or failure of the rectifier, the inverter shall supply power to the full load without any interruption, drawing power from the battery.



**PURCHASE SPECIFICATIONS FOR 100 KVA for
Uninterruptible Power Supply System**

**PS 205/082
Rev. 00
14/09/2009**

Specifications for the UPS system: The offer shall be corresponding to the parameters mentioned below or **better**.

1 - INPUT

1	Input	
a	Input Voltage	3 Phase 415V (+10% to -15%)
b	Input Frequency	50 Hz +/- 3Hz
c	Input Power Factor	>0.98 lagging
d	Input Total Current Harmonic Distortion	Less than 5% for full load
e	Input Connections	R, B, Y, N and Ground connections. (5 wire) with standard terminations.
f	Cold Start Function	UPS shall start from battery in absence of mains input.
g	Soft Start Function	To be available

2 – OUTPUT

2	Output	
a	Static Inverter	Static inverter shall be IGBT technology / solid state using proven pulse width modulation/ quasi square / step wave technique.
b	Total Output	100 KW at 1.0 to 0.84 PF Continuous.
c	Output Voltage	3Ph 415V 4 wire system
d	Voltage Regulation	+/- 1 % at steady state. +/- 5 % during load change from 10% to 100% or removal at full load. Recovery time < 60 milliseconds
e	Output Frequency	50 Hz +/- 0.1 Hz. Free Running 50 Hz +/- 3Hz Synchronized
f	Crest factor	3:1
g	Output Distortion	Output to be Sine Wave Total Harmonic Distortion <2% for full load(linear) Total Harmonic Distortion <5% for full load(non- linear)
h	Overload capacity	125 % of for 10 minutes
i	Inverter Efficiency	92% or better at full load and 0.8 PF. 80% or better from 10% to 50% load.
j	Type of Loading on UPS	Should also cater to 100% step load, 100% unbalanced load and non linear load.
k	Output Connections	Three phase with neutral (R, Y, B, N) and Ground connections (5 wire) with fuse protection and standard terminations. Neutral will be grounded.



3 - Operation Modes

3	MODES OF OPERATION	
a	Parallel/Redundant /Hot Standby mode	The two UPS units should be capable of supplying power in parallel redundant configuration
b		In this mode, two such UPS units together should be capable of supplying power continuously up to a load equal to 100% of, as mentioned in clause Output (2 b).
c		In this mode, when the load is up to, 50% of as mentioned in clause Output (2 b) and if one UPS unit fails, then the other UPS unit should continue to supply power to the load continuously without any break.
d	Stand Alone mode	<p>In this mode, each UPS unit independently, should be capable of supplying power continuously up to a load equal to 50 % of, as mentioned in clause Output (2 b).</p> <p>Each UPS unit independently should support an over load of 125 % of it's own capacity, for 10 minutes</p>
e	Built-In Static Bypass	<p>In case of failure of UPS while operating in standalone mode, the power from the mains to be fed to the output through a built in fully rated static bypass switch.</p> <p>The static switch should be capable delivering power to a load of 125 % of the respective UPS unit's capacity</p> <p>Transfer time from normal to bypass and bypass to normal to be < 10 m Sec.</p>
f	External Manual /Bypass switch for maintenance.	A manual make before break maintenance bypass switch shall be provided to isolate both the UPS inverter output and static bypass transfer switch.
g	Operation without DC Battery in circuit.	Each UPS unit shall be capable of operating without DC battery in circuit under all conditions of load.



4 - Battery Charger

4	Battery Charger	
a	Capacity	Rectifier shall be suitably sized to feed 100% inverter load as well as recharge the fully discharged battery bank within 10 hours. Details of battery charger sizing calculation to be given along with technical bid. Charger shall have fail safe design to protect battery from overcharge.
b	Converter Ripple content	Ripple content to be + / - 0.5 % of charger voltage. However the permissible ripple content as recommended by the battery manufacturer, while charging the battery should not be exceeded.
c	Protection	Battery charger shall automatically adjust the current and length of charge according to the battery's state of charge and then shut off when the battery is fully charged. Shall prevent battery overheating during recharge by limiting the charge current, specifically after deep discharge.

5 - Battery and Run Time

5	Battery and Run Time	
a	Number of Battery Banks	Each unit should have separate battery bank.
b	Battery Type	Sealed. Lead Acid. Valve Regulated Maintenance Free.
c	Battery Make	UPLUS / Exide / Amara Raja
d	DC Link Voltage	360 VDC or greater.
e	Typical Run Time at Full Load	Fifteen minutes backup up at full load. Following to be given along with technical bid. 1. Details of battery sizing calculation including make, type no. and number of batteries that will be supplied per unit. 2. The battery catalogue, battery curves from the manufacture which was referred for selecting the battery.
f	Deep Discharge Protection	Provision shall be provided for avoiding deep discharge of the batteries.



**PURCHASE SPECIFICATIONS FOR 100 KVA for
Uninterruptible Power Supply System**

**PS 205/082
Rev. 00
14/09/2009**

5	Battery and Run Time (continued)	
g	Battery mounting cabinet.	If batteries are not internal to the UPS, they shall be housed in a separate battery cabinet, with proper ventilation, taking care of safety aspects. The cabinet design must facilitate easy physical examination / maintenance / replacement of the individual batteries. Drawing of the battery mounting cabinet to be submitted for approval by BHEL.
h	Accessories	Inter cell connectors and inter battery connecting links. Cables between the UPS and battery bank should be of suitable size to minimize voltage drop. UPS and battery bank will be placed at a minimum distance of one meter from each other.
i	Automatic Battery Test	Built in automatic battery test for monitoring battery's health and provide diagnostics. Option for manual initiation of this test should be available.

6 – Controller, Monitoring, Indications and Protection

6	Controller , Protection & Management	
a	Controller / Monitoring	The full UPS operation shall be provided through the use of microprocessor/DSP controlled logic with display and control console. Display to be in English. Display/console to provide easy to read menus and simple navigation. The display/console to be easily accessible for operation and reading. Provision for remote monitoring and logging to be provided with suitable interfacing cable and associated software.
b	Protection	UPS units to be shut down in event of <ul style="list-style-type: none">• Inverter Overload beyond permits.• Short circuit of output.• Overheat
c	Indications / Messages	Indications / messages shall be given for <ol style="list-style-type: none">1. The electrical parameters of input, DC / Battery and output.2. Fault conditions in input , inverter and DC / Battery.



**PURCHASE SPECIFICATIONS FOR 100 KVA for
Uninterruptible Power Supply System**

**PS 205/082
Rev. 00
14/09/2009**

6	Controller , Protection & Management (continued)	
d	Audible Annunciation	<p>Audible alarm to be provide for following</p> <ul style="list-style-type: none"> • Protection shut down of UPS. • Fault conditions in input , DC / Battery, and inverter / output. • When any UPS unit is individually supplying power to the load beyond 100% of the output capacity of the unit. • The output power is fed to the output through the built in static bypass switch. • Failure of any fan used within the system. <p>Change over potential free contact to be provided with contact rating of 240VAC @ 5 Amp for any fault.</p>

General

7	General	
a	Overall Efficiency	> 80% (AC to DC to AC)
b	Overall General Arrangement	Overall drawing of the system to be provided mentioning the clearance required all around.
c	Operating environment	0 -45 deg C
d	Operating relative humidity	90% RH non condensing
e	Storage temperature	0 -45 deg C
f	Enclosure for UPS	Shall Comply with IP 20 or better. Power supply system cabinets shall be ventilated suitably. Front and rear doors shall be designed to permit easy access to all components for easy maintenance. Drawing of the UPS cabinet to be submitted for approval by BHEL.
g	Temperature Rise	Temperature rise within the cabinet shall not exceed 15 degrees above ambient at full load.
h	Ventilation and Cooling	The UPS shall be designed and provided with forced air cooling
i	Audible noise	<65 dBA at 1 meter from surface of unit
j	Safety	Must conform to relevant industrial safety norms and protection classes.
k	Single Line Diagram	Single line diagram of proposed system to be provided with technical bid.
l	Accessories	Accessories needed for installing and commissioning of the system shall be provided along with system.



**PURCHASE SPECIFICATIONS FOR 100 KVA for
Uninterruptible Power Supply System**

**PS 205/082
Rev. 00
14/09/2009**

7	General (continued)	
m	Mandatory Spares	Necessary Spares for two years of operation beyond guarantee / warranty period is to be included in the quote.
n	Pre Dispatch Tests	Following tests are to be carried out to demonstrate equipment capability as per the specifications, at supplier's works in presence of BHEL representative before dispatch: <ol style="list-style-type: none">1. Functioning of protection systems, indications and annunciations. Simulate alarm conditions and verify that alarms and protective settings are operational.2. Light load, full load tests, 100% step load, 100% load loss and 100% unbalanced load capability.3. With normal load, switch off and on the inverter, switch off and on the mains, switch off and on the main battery breaker.4. With normal load, transfer the load to static by pass switch and back.5. With normal load transfer the load to the external by pass and back.6. Over load capability and short circuit test.7. Operation of UPS system without DC battery in circuit under all conditions of load.8. Operation of parallel/ redundant modes with simulation of fault conditions.9. UPS burn in test on any one unit for 8 hours at rated load.
o	On Site Tests	Following tests are to be carried out to demonstrate equipment capability as per the specifications at site after commissioning. <ol style="list-style-type: none">1. Battery backup .2. Battery Run down.3. Battery recharge4. Cold Start5. Soft Start6. Any other test as asked by BHEL pertaining to the points mentioned in this specification.
p	Warranty / Guarantee / AMC	As mentioned in Pre qualification criteria



**PURCHASE SPECIFICATIONS FOR 100 KVA for
Uninterruptible Power Supply System**

**PS 205/082
Rev. 00
14/09/2009**

Note:

1. Specify the machine parameters briefly explaining the features, wherever applicable.
2. If more than one model is quoted, separate offers shall be submitted.
3. Additional accessories, which will enhance the performance, shall be quoted separately.
4. **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 for each point.**
5. The complete technical information and catalogue shall be given.
6. Bid to be two part first part : techno/commercial bid second part : price bid
7. Bids to be in sealed covers and to be dropped in designated tender box only.
8. Drawing to be submitted for BHEL's approval as per clause 5.g & 7.f or where-ever applicable.

GENERAL TERMS:

1. Operation , Maintenance , Service manual and list of spare parts have to be supplied in hard copy and soft copy along with the equipment. Detailed Electrical and Electronic circuit diagram have to be provided as part of the manuals.
2. Details of service agents in India to be furnished.
3. All commissioning / service requirements such as power, compressed air, water, lubricants, coolants, any civil requirements like special foundation arrangements etc. have to be listed and intimated well in advance.
4. Training shall be provided for operation & maintenance for BHEL personnel. The training details to be furnished.
5. Service Engineers are to be deputed during initial pilot run and commissioning period at no extra cost to BHEL.
6. Initial Calibration certificates shall be furnished. The subsequent calibration schedules, process and periodicity shall be furnished along with the authorized calibration agencies, if any.
7. The software upgrades during the warranty / guarantee period shall be provided free of cost.

Issued By: CE SYSTEM TESTING Date. 24/09/2009	Prepared By: N. Manjunatha (DGM / System Testing)
	Approved By: Bamia Dorai (AGM / System Testing)
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Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division
PB No.2606, Mysore Road, Bangalore-560026, India

Enquiry - General Terms & Conditions for Supply of CAPITAL ITEMS
(Imported & Indigenous) (Two parts bid),
Doc Ref: CPD-20000

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.

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.

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 / WEDNESDAY / FRIDAY kept at BHEL-EDN’s Reception area of our works with caption “CE, M&C, SC&PV, TSC, DEFENCE, TELECOM, CPD”. **Quotations also can be dispatched by Couriers / Registered post / FAX / e-mail to the Purchase Executive indicated in the RFQ 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 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.** & the venue is New Engg., Bldg., 2nd 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 (for indigenous purchase) shall indicate clearly Excise duty, Education Cess, Sales Tax/VAT, Octroi, Exit/Entry tax, Service Tax as applicable for the quoted items. In the absence of clarity of these, any claim at a later date will not be entertained. Any changes in Taxes and duties after award of the contract will not be considered except such are those, which are imposed by Govt., notification within the contractual delivery after placement of PO. Seeking price amendments for change in Excise duty due to crossing of turnover limits will not be considered under any circumstances.

10. DUN & BRADSTREET REPORT (for Foreign purchase):

In case of foreign vendors, the vendors should obtain a report from Dun & Bradstreet or equivalent and submit a copy of the report with their Duns number mentioned along with the technical offer. Offer without this report is liable for rejection.

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

The vendor shall give a certification to the following effect:

The seller confirms and declares to the Buyer that the seller is the original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The seller agrees that if it is any way incorrect or if at a later stage it is discovered by the Buyer that the seller has engaged any such individual/ firm, and paid or intended to pay any amount, gift,

reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to refund that amount to the Buyer. The seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the seller who shall in such event be liable to refund all payments made by the buyer in terms of the contract along with interest at the rate of 2% per annum above the LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Govt. of India

BHEL would like to procure the above item directly from you and not to involve services of Indian Agent for the procurement. The quotation submitted by your Indian Agent is not acceptable and liable to be rejected. However, in case you would like to involve your Indian Agent for supply of the items/service therefore you may furnish the following information along with the Techno Commercial bid.

- (a) Registration status of Indian Agent with DGS&D and BHEL.
- (b) Commission payable to Indian Agent and percentage.
- (c) Currency in which payable to Indian Agent.
- (d) If the agency commission is payable by the foreign principal/OEM, such commission shall be received by Indian Agent through inward FFE remittance through banking channels and disbursed in rupees only.
- (e) Tax at source deduction is applicable to the Agency Commission paid to the Indian Agent as per the prevailing rules.
- (f) If the respective Indian Agents are not registered with DGS&D or BHEL, are required to register their names with BHEL by providing the following information's for registration.
 - (i) Name of the foreign firm / original equipment manufacturer represented by the Indian representative / Indian Agent.
 - (ii) Agency agreement.
 - (iii) PAN No, Name, Address of Bankers in India and Abroad.
 - (iv) Nature of services to be rendered by Indian Agent / Indian representative and percentage of commission payable to Indian Agent / Indian representative by Principal / original equipment manufacturer.
- (g) All particulars relating to Agency Commission will be reported to the enforcement Directorate of Income Tax Department.
- (h) Undertaking to be submitted by Indian Representative / Agent that the agency commission would be accepted in Indian Rupees only and through inward FFG remittance through banking channel for the services rendered towards the execution of the orders.

12. TOTAL COST TO BHEL: 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.

(a) FOR FOREIGN PURCHASE:

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

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

No import license will be given by BHEL EDN unless otherwise specifically stated.

(b) FOR INDIGENOUS PURCHASE:

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

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

14. TERMS OF PAYMENT:

(a) FOR FOREIGN PURCHASE:

Payment will be made against “**SIGHT DRAFT**” on presentation of documents to our bankers. Payment through LC is also made subject to loading factors as per **Clause 27 (Ai)**. 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) 100% against complete dispatch documents i.e. AWB / BOL, Invoice, Packing list, Warranty certificate (if applicable), Nil shortage certificate, Certificate of country of origin etc., (where both commissioning & PBG are NOT applicable).
- (ii) 90% against complete dispatch documents i.e. AWB / BOL, Invoice, Packing list, Warranty certificate, Nil shortage certificate, Certificate of country of origin etc., & balance 10 % on submission of Performance Bank Guarantee (PBG) (where PBG only is applicable).
- (iii) 80% against complete dispatch documents i.e. AWB / BOL, Invoice, Packing list, Warranty certificate, Nil shortage certificate, Certificate of country of origin etc., 10% after completion of commissioning & balance 10 % on submission of Performance Bank Guarantee (PBG) (where both commissioning & PBG are applicable).

- (iv) If PBG could not be submitted, vendors can also accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable). In such cases loading for PBG is not applicable.

(b) FOR INDIGENOUS PURCHASE:

- (i) 100% payment with 30 days credit (where both commissioning & PBG are NOT applicable).
- (ii) 90% basic payment + 100% taxes & duties with 30 days credit & balance 10% basic against submission of PBG (where PBG only is applicable).
- (iii) 80% basic payment + 100% taxes & duties with 30 days credit 10% basic after completion of commissioning & balance 10% basic against submission of PBG (where both commissioning & PBG are applicable).
- (iv) If PBG could not be submitted, vendors can also accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable). In such cases loading for PBG is not applicable.

15. ADVANCE PAYMENT: Quotations with “**Advance payment**” without fully securing with equal value of BG is liable for rejection. “**Inland Letter of Credit**” is not encouraged.

16. PENALTY: Failure to supply 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 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 shall be considered as 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.

17. PBG: Performance Bank Guarantee (PBG) to be submitted on Rs.100/- non-judicial stamp paper as per the BHEL prescribed format given in **ANNEXURE - E / ANNEXURE - F** for 10% of the basic equipment value obtained from any BHEL member (consortium) banks indicated in **ANNEXURE-G.**

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

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

18. 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.

19. TERMS OF DELIVERY:

(a) FOR IMPORTED PURCHASE:

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

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

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

It is preferred to dispatch the consignments through EDN/BHEL approved transporters indicated in **ANNEXURE - D** on Door Delivery basis.

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

In case of ex-works dispatches, transit insurance shall be arranged by BHEL. Vendor shall intimate the dispatch details to BHEL immediately after effecting shipment, to arrange transit insurance accordingly.

20. DELIVERY REQUIREMENT: 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.

21. 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.

22. 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.
- (h) Suitable markings & damage control indicating devices shall be provided where applicable.

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

24. 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, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) etc. for each of the bidders to enable them to arrive at "Net Cash outflow to BHEL (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.

25. 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.

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

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

28. LOADING FACTORS:

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

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

Sl. No.	BHEL standard term	If you quote	Loading factor in % for non-compliance
1	100% against "SIGHT DRAFT" on presentation of dispatch documents to our Bankers (where both commissioning & PBG are not applicable).	Payment through Letter of Credit (LC) with bank charges to respective accounts	10 % x Percentage quoted through LC

2	90% against "SIGHT DRAFT" + 10% against PBG (where PBG only is applicable)	Payment through Letter of Credit (LC) with bank charges to respective accounts	10 % x Percentage quoted through LC
3	80% against "SIGHT DRAFT" + 10% after commissioning +10% against PBG (where both commissioning & PBG are applicable)	Payment through Letter of Credit (LC) with bank charges to respective accounts	10 % x Percentage quoted through LC

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

Sl. No.	BHEL standard term	If you quote	Loading factor in % for non-compliance
1	100% payment with 30 days credit (where both commissioning & PBG are not applicable).	Payment through bank	10 % x percentage quoted through bank / proforma invoice
		Payment against proforma invoice	
2	90% basic payment + 100% taxes & duties with 30 days credit + 10% against PBG (where PBG only is applicable)	Payment through bank	10 % x percentage quoted through bank / proforma invoice
		Payment against proforma invoice	
		100% with 30 days credit & against submission of PBG	Nil
3	80% basic payment + 100% taxes & duties with 30 days credit + 10% after commissioning +10% against PBG (where both commissioning & PBG are applicable)	Payment through bank	10 % x percentage quoted through bank / proforma invoice
		Payment against proforma invoice	
		100% with 30 days credit after commissioning & submission of PBG	Nil

B. For non compliance of Penalty clause for delayed delivery:

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

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

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

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

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	Delivery requirement as indicated in the RFQ in number of weeks from the date of issue of PO	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

F (i) For Non- agreement on delivery at BHEL-EDN (For Foreign Purchase Orders):

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

F(ii) For Non- agreement on delivery at BHEL-EDN (For Indigenous Purchase Orders):

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	Ex-EDN/BHEL, Bangalore (Free delivery to EDN/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	Price basis: Firm i.e., from the date of PO to completion of supply [Price Variation Clause (PVC) not acceptable]	Acceptable / Not acceptable
2	Terms of Payment: Against "SIGHT DRAFT" on presentation of documents to our bankers. (a) 100% is payable on negotiation of complete set of original documents (where commissioning & PBG are not applicable) (b) 90 % is payable on negotiation of complete set of original documents & balance 10% against submission of PBG (where PBG only is applicable). (c) 80 % is payable on negotiation of complete set of original documents, 10% after commissioning & balance 10% against submission of PBG (where both Commissioning & PBG are applicable). (d) Deviation if any please specify Note: Refer clause 14 (a) above	(a) Acceptable / Not acceptable (b) Acceptable / Not acceptable (c) Acceptable / Not acceptable
3	BHEL's penalty clause: (a) Delay in delivery as per PO delivery date will result in penalty of 0.5 % per week subject to maximum of 10% on the value of the items not vendor/delayed. (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
4	Performance Bank guarantee: PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as detailed in clause 17.	Yes / No
5	Terms of delivery: (a) F.O.B international Airport/Seaport as per clause 19 (a) (Indicate name of International Airport/Seaport) (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
6	Warranty: (a) 18 months from the date of dispatch or 12 months from the date of commissioning (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
7	Delivery period: Indicate number of weeks from the date of issue of Purchase order	_____Weeks
8	Validity: (a) Quotation should remain valid for a period of 90 days from the due date (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
9	Bank charges (If applicable): (a) Bank charges within India is to BHEL account and outside India is to Vendor's account (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
10	Weight and Dimension of consignment with packing	Furnished / To be furnished

Signature of tenderer / with seal

ANNEXURE - B

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

(For Indigenous Purchase Orders)

Sl. No.	Particulars	Bidder's confirmation
1	Price basis: Firm i.e., from the date of PO to completion of supply [Price Variation Clause (PVC) not acceptable]	Acceptable / Not acceptable
2	Excise duty: If applicable indicate %.	Applicable / Not applicable ED: _____%
3	Sale tax: If applicable indicate %	Applicable / Not applicable (a) VAT _____% (b) CST _____% against form C
4	Payment terms: (a) 100% payment with 30 days credit (where commissioning & PBG are not applicable) (b) 90 % basic payment + 100% taxes, duties & freight charges with 30 days credit & balance 10% against submission of PBG (where PBG only is applicable) (c) 80 % basic payment + 100% taxes, duties & freight charges with 30 days credit, 10% after commissioning & balance 10% against submission of PBG (where both commissioning & PBG are applicable) (d) Deviation if any please specify Note: As per clause 14 (b)	(a) Acceptable / Not acceptable (b) Acceptable / Not acceptable (c) Acceptable / Not acceptable (d)
5	BHEL's penalty clause: (a) Delay in delivery as per PO delivery date will result in penalty of 0.5 % per week subject to maximum of 10% on the basic value of the items not vendor/delayed. (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
6	Performance Bank guarantee (PBG): PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as per clause 17.	Yes / No
7	Terms of delivery: (a) Ex EDN / BHEL, Bangalore (Free delivery to EDN/BHEL Bangalore including freight, packing & forwarding charges) (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
8	Warranty: (a) 18 months from the date of dispatch or 12 months from the date of commissioning (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
9	Delivery period: Indicate number of weeks from the date of issue of Purchase order	_____ Weeks
10	Validity: (a) Quotation should remain valid for a period of 90 days from the due date (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
11	Bank charges (If applicable): (a) All Bank charges to vendor's account (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
12	Weight and Dimension of consignment with packing	Furnished / To be furnished

Signature of tenderer / with stamp

ANNEXURE - C

LIST OF INTERNATIONAL AIRPORTS

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

ANNEXURE-D

BHEL EDN APPROVED TRANSPORTERS FOR INLAND ROAD TRANSPORTATION

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



ANNEXURE-E

**PERFORMANCE BANK GUARANTEE
(FOR FOREIGN PURCHASE ORDERS)**

BANK NAME AND ADDRESS

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

Dear Sir,

Ref: CONTRACT PERFORMANCE GUARANTEE.

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

- 1) Notwithstanding any right M/s. _____ may have directly against you or any disputes raised by M/s _____, Your written demand shall be conclusive evidence to us that repayment is due under the terms of the said contract and shall be binding on us.
- 2) We shall not be discharged or released from this undertaking and Guarantee by any arrangements, variations made between you and M/s. _____ with or without our consent and Knowledge or by any alterations in the obligations of M/s. _____ by any forbearance whether as to payment, time, performance or otherwise.
- 3) This guarantee shall remain valid until the end of twenty-four weeks after the close of the warranty period or until the same is reported by BHEL to us whichever is earlier.
- 4) We agree and undertake not to revoke this guarantee during its validity unless discharged in writing by you subject to the provision of clause (7) below.

- 5) This guarantee shall be a continuing guarantee subject to the foregoing and shall not be discharged by any change in the constitution of the Bank or M/s. _____.
- 6) This guarantee shall be governed by and constructed in accordance with the Laws of India.
- 7) At any time _____ Bank may render this guarantee null and void by paying to Bharat Heavy Electricals Ltd. the full amount being _____ (in _____ words _____)

For and on behalf of Bank
by its Authorised Signatory

Note:

- (1) To be executed in INR 100 Non-Judicial stamp paper by any authorized Indian Bank.
- (2) To be submitted directly by banker to concerned executive in purchase dept., Please give BHEL address to banker.
- (3) Do not enclose with Bank document.
- (4) Any Modification & omissions to this are not permitted

ANNEXURE - F**PERFORMANCE BANK GUARANTEE
(FOR INDIGENOUS PURCHASE ORDERS)**

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

IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED

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

Whereas the company has placed an order on _____ (State the name of the company / firm and its address) (hereinafter referred to as the 'Supplier' which term shall mean and include its liquidators, successors and assign) for the supply of system under order / Contract No _____ Dt _____.

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

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

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

- 1) That during the period this contract of Guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the company in respect of the payments to the extent of Rs _____ (in words) _____ against any loss or damage caused to or suffered by the company by reasons of any breach of the terms of the said order / contract / Agreement by the supplier.
- 2) The Guarantor hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on demand from the company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the supplier of any terms contained in the said order / contract. Any such demand made on the guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the Contractor / supplier admits or denies.

- 3) The Guarantor further agrees that the agreement herein contained shall remain in force and effect till all the supplies to be made / Works to be performed / Services to be rendered under the said order / contract / agreement are completed to the entire satisfaction of the company or till company certifies that the terms and conditions of the said order / contract / agreement have been fully and properly carried out by the said supplier and accordingly discharges the Guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before the expiry of claim period indicated in clause 6 below , the guarantor shall be discharged from all the liability under this guarantee thereafter.
- 4) The guarantor further agrees with the company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order / contract / agreement or extend the time of performance by the said supplier from time to time or refrain from exercising the power exercisable by the company against the said supplier or to forebear or omit to enforce any of the terms and conditions relating to the said order / contract / agreement, and the guarantor shall not be relieved of its liability in whole or in part , by reason of any act, commission or forbearance on the part of the company or by reason of any such variation, or extension being granted to the said supplier or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.
- 5) The guarantor undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing.
- 6) Notwithstanding anything herein above contained, the liability of the guarantor under these presents is restricted to Rs_____. The guarantee shall be in force till its expiry on _____ unless a demand is made on the guarantor within SIX months from the date of expiry, all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.

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

(Seal of the Bank to be affixed)

WITNESS

1.

2.

ANNEXURE - G**BHEL MEMBER BANKS (CONSORTIUM BANKS)**

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

Sl. No.	Bank name
1	State Bank of India
2	Canara Bank
3	Punjab National Bank
4	Bank of Baroda
5	State Bank of Hyderabad
6	Corporation Bank
7	Syndicate Bank
8	State Bank of Travancore
9	ABN Amro Bank N.V.
10	Deutsche Bank AG
11	HDFC Bank Ltd.
12	CITI Bank N.A.
13	Standard Chartered Bank
14	ICICI Bank Ltd.
15	IDBI Bank Ltd.
16	HSBC Ltd.
17	Kotak Mahindra Bank Ltd.
18	Indian Bank
19	Oriental bank of Commerce
20	UCO Bank
21	Central Bank of India
22	The Federal Bank Ltd.
