



BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (UA)
Fax: 01334-226462, Phone: 01334-284486/1147
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No. SER/OT/13/3210Y

Date: 04.05.2013

Subject: Open tender as detailed below:

OPEN TENDER

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.

Sl. No.	Tender No.	Description of Equipment	Items (Nos.)	Last date to get from BHEL	Opening date
1.	9125/S/6180/12/3210Y	Fans for CNC Systems Drives and PLCs (for CNC Machines) As per attached technical document	As per attached technical document	04.06.2013	05.06.2013

- Specifications are enclosed
- Modvat applicable
- Deviation of +/-4 mm from the size specified is acceptable.
- Inspection will be done by user at BHEL.

2. Last date for taking tender documents and Opening of tenders is indicated against each tender. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.
3. Intending vendors must remit the tender fee of Rs. 2,000.00 for indigenous supplies (equivalent foreign currency \$ 50.00 / € 40.00) from foreign vendors against each tender along with the requisite EMD in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (in case of foreign bidders) **only (Cheque / Bank Guarantee are not acceptable)** while submitting the tender documents as detailed in "Instruction to Bidders", after down loading from this web site.
4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other terms and conditions will be as per tender documents.

Purchase Executive



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 1334 284486 / 1147

Enq. No.: 9125/S/6180/12/3210Y

Date of issue : 04.05.2013
Due Date : 05.06.2013

M/s.....
.....

Sub: Tender Enquiry No. 9125/S/6180/12/3210Y

Dear Sir,

We are pleased to invite your offer in TWO PARTS strictly as per enclosed terms and conditions and instruction to bidders, in sealed covers for the under mentioned equipment / systems.

Sl. No.	Description of Equipment	Qty. (Nos.)	Delivery Required	EMD (Earnest Money Deposit)
1.	Fans for CNC Systems Drives and PLCs (for CNC Machines) As per attached technical document	As per attached technical document	17 th Aug 2013	NIL

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

NOTE: The vendor should submit their best price at this stage itself and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored.

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements

Part-1 bids shall be opened of those vendors **ONLY AFTER ENSURING AVAILIBLITY OF EMD AND TENDER FEE (PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE {drawn in favor of BHEL Hardwar} IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD & TENDER FEE")** at 2 PM on the due date in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.

All **Govt. of India / Central & State PSUs / State Govt. entities / Micro and Small Enterprises** are exempted from submission of EMD.

EMD by the Tenderer will be forfeited if, the successful 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 given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Bank Guarantee (BG).

EMD shall not carry any interest.

KINDLY READ "INSTRUCTIONS TO BIDDERS" **THOROUGHLY**. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED

Thanking You,
Yours Faithfully,

For & ON BEHALF OF BHEL, HARDWAR

Purchase Executive

Instruction to bidders

Clause 1.0 :

The tenders shall be submitted in three parts (part I Techno -Commercial Bid, part II price Bid & part III vendor evaluation form) as described below on or before the due date.

Any corrections / amendments shall be properly & fully authenticated with signature.

BHEL will deal directly with the manufacturer and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agents (all individuals / companies – representative / adviser / retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc. are agents)

The bidders (originals manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by fax / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in this tender. **Unsigned bids shall be ignored.**

However, the suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable.

Clause 1.1 :

PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:

- a) Complete Technical offer
- b) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- c) Acceptance of commercial terms by vendor as per **Annexure I**.
- d) Deviation with reference to specification to be laid down on separate sheet.

Cost of deviation is to be submitted along with the price bid essentially, in case vendor withdraws the deviation clauses the same will be considered for final evaluation,

- e) Copy of price Bid (without prices).
- f) The rating of the company quoting for this tender from a third party (independent agency) preferably by M/s Dun and Bradstreet should be submitted. (DUNS NUMBER). **Compliance of this clause is mandatory in case of foreign supplier, Indigenous suppliers to submit the copy of balance sheets for last three years** in absence of DNB / third agency report.
- g) Any additional documents (please specify).

Clause 1.2 : PART-II (PRICE BID)

The price Bid (with price) to be submitted with part I, for the complete scope strictly as specified in the price Format attached as Annexure-II.

Prices are to be indicated in both figures and words. In case of any discrepancy of value the prices quoted in words shall be considered for evaluation and establishing L1 status.

If price bid is not submitted along with the technical bid, the offer will be rejected out rightly.

**** The evaluation of tender shall be on the basis of “total cost to BHEL”. For evaluation, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (part-I in case of two part bid) shall be considered.**

Clause 1.2.1

- a) Foreign Suppliers: The prices are to be quoted on C&F Mumbai (Sea) / New Delhi (Air) basis. The bidder who quote on other than C&F Mumbai / New Delhi basis then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby port, against the enquiry/freight rate available with BHEL. Further non-availability of ship will not be accepted for rescheduling or waiver of penalties.
- b) Indigenous suppliers: Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.
- c) Insurance during transportation shall be taken care of by BHEL.
- d) Applicable sales Tax, Excise duty, service tax, educational cess and any other statutory levy should be indicated separately and clearly in the quotation.
- e) The comparison between foreign and indigenous bids shall be done based on the **Total** Landed price basis (FOR Destination).

Clause 1.3 :

Part-III - Supplier Registration / evaluation form (SRF)

The SRF duly filled-up will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness

Vendor evaluation form can be downloaded from www.bhel.com. BHEL registered vendors (registered with permanent code M, N, S) need not to submit SRF.

For New Vendors, the SRF is to be submitted essentially for the items having value more than Rs. 20 lacs, failing which the offer will not be considered further.

For Vendor registered with T code, VRF is to be submitted essentially along with the offer, failing which the offer will not be considered further.

Clause 2.2 :

PART-I containing techno-commercial part and part-III containing vendor Registration/ evaluation form will be opened on the date and time specified in the covering letter, in the presence of those **vendors**, who wish to attend **the tender opening**.

Offer should be complete in all respect (i.e. Part-I, Part-II, Part-III and Part-IV)

Clause 2.3:

- a) BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
- b) BHEL reserves the rights to place order for tendered quantity on more than one vendor**

Clause 2.3.1:

The part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders whose techno-commercial bid and financial health has been found acceptable.

BHEL reserves the right to evaluate vendor's process capability / quality systems etc by visiting vendor works (if required)

Clause 3.1:

The following shall be super scribed on the envelopes:

1. PART-I
 1. TENDER NO. AND ITEMS DESCRIPTION.
 2. DUE DATE FOR OPENING.
 3. "TECHNO-COMMERCIAL BID PART-I"
2. PART-II
 1. TENDER NO. AND ITEMS DESCRIPTION.
 2. DUE DATE FOR OPENING OF PART-I.
 - 3."PRICE BID PART-II".
3. PART-III
 1. TENDER NO. AND ITEMS DESCRIPTION.
 2. DUE DATE FOR OPENING OF PART-I.
 3. Vendor evaluation form can be downloaded from **www.bhel.com**
4. PART-IV

EMD AND TENDER FEE. : Details of Drafts attached (Amount, No, Bank, Branch, Issue date)

Clause 3.2 :

The part-I, part-II, part-III and part-IV shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as :

“TENDER FOR (ITEM NAME) AGAINST TENDER NO. _____ DUE ON _____ CONTAINING PART-I, PART-II, PART-III & PART IV OF THIS OFFER.” Vendor’s full name and address should be clearly mentioned on the envelope

Clause 3.3 :

Envelopes not marked as above are liable to be ignored and will not be opened.

Clause No. 4: As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

Clause No. 5: 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 firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

Thanking You,
Yours faithfully,

For & on behalf of BHEL, Hardwar.

Purchase Executive



ANNEXURE – I: - ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

<p>** Payment terms:</p> <p>A) For indigenous supply :</p> <p>60% of the supply value + 100% Taxes & Duties to be paid against dispatch documents through bank and balance 40% after receipt and acceptance of material.</p> <p>B) For import supply :</p> <p><u>Payment Through L/C:</u></p> <p>Payment Through L/C:</p> <p>Where the payments are through L/C (L/C opening charges will be loaded), payment of Supply value shall be 60% on dispatch and 40% after receipt and acceptance of material.</p>	
<p>(The L/C shall be opened by BHEL as per following:</p> <p>(i) Within 30 Days of receipt of acceptable BG, an irrevocable unconfirmed L/C will be opened for 40% of the payment towards supply, due on shipment i.e. 24% of the Supply value of PO (40% of 60%). Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24 % to 60% of the Supply value of PO.</p> <p>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.</p> <p>(ii) 15 days prior to the scheduled delivery, an irrevocable unconfirmed L/C will be opened for a value equal to 40% of the Supply value of PO.</p>	

This L/C can be negotiated after acceptance of material.

Direct Payment:

In case of direct payment, 100% payment will be made after receipt and acceptance of material.

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

If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 60% of the PO value, valid till acceptance of material. 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) Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening + 2%, 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.

**** CURRENCY OF PAYMENT:** (Euro / Dollar / CHF/ Rs. etc.)

****** For indigenous supply the currency shall be Indian Rupees

**** TAXES :**

All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.

Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN. At present TDS rate without PAN is 20% and with PAN as per DTAA with the particular country.

<p>** Bank Guarantee (BG) :</p> <p>Vendor has to submit Bank Guarantee for 10% of the total PO value in the currency of order within 30 days from the date of purchase order (but before LC opening in case of foreign vendors) in the form of Bank Guarantee in BHEL format from BHEL consortium bank or from a reputed bank and confirmed by any consortium bank of BHEL valid up to 30 days after acceptance of material at BHEL Stores.</p> <p>If the supplier fails to submit the BG 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 BHEL's extant guidelines for Suspension of Business dealings with Suppliers.</p> <p>Note : In case of foreign vendors if some indigenous supply is involved then Bank Guarantee shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.</p>	
<p>** ORDER ACCEPTANCE: Order acceptance (ink-signed) along with Contract Execution Bank Guarantee must be submitted within 30 days from the date of PO.</p>	
<p>** Submission of Bank Guarantee: All bank guarantees like Bank Guarantee should be from one of the Indian branch of BHEL consortium banks (annexure-III) and the bank guarantees should be in the format as prescribed by BHEL (annexure-IV). The list of consortium banks is displayed at BHEL web-site www.bhelhwr.co.in however, in case the bank guarantee is not from Indian branch of BHEL consortium banks, then the vendor has to confirm bank guarantee on any Indian branch of consortium bank and all the bank charges are to be borne by the bidder.</p>	

**** Late delivery penalty Clause:** Penalty on delay in Supply will be applicable to the delays attributed to vendor.

For delay in supply: The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value in supply subject to a maximum of 10% of total PO value.

For calculating Late Delivery penalty delivery date shall be considered as per following :

1. Indigenous Suppliers:

- a. Delivery Ex-works:- Date of GR /LR
- b. Delivery FOR vendor works:- Date of GR/LR
- c. Delivery FOR Destination:- Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank)

**** Import Supply:**

- a. Delivery FOB / FCA port of discharge:- Date of BL/AWB
- b. Delivery C&F/CPT port of destination:- Date of AWB/BL

**** Delivery basis :**

- Delivery must essentially be FCA Delhi Airport for import and FOR BHEL Haridwar for indigenous.
(Air freight charges for import and freight charges for indigenous items must essentially be quoted and indicated separately in price bid.)

**** Settlement of Disputes:**

- Settlement of disputes through arbitration shall be in accordance with Arbitration Rules of Conciliation and Arbitration of the ICC, Paris. The venue of arbitration shall be Delhi. The courts of Delhi shall have exclusive jurisdiction.
- For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.

<p>** Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.</p>	
<p>** Import Supply: a. Phyto-sanitary Certificate essential for packages (Wooden) b. Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents.</p>	
<p>** Validity: Validity of the offer should be 120 days from tender opening date.</p>	
<p>** Bank Charges: Bank Charges on either side. Or your prices will be loaded suitably</p>	
<p>** Participation in Reverse Auction: BHEL may decide to process the case through RA (As per Annexure-V attached). Vendors to give their confirmation for participation in Reverse Auction process.</p>	
<p>** Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address</p>	
<p>** Foreign Suppliers: Dispatching port & Country to be mentioned essentially</p>	
<p>** Total weight -- /Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)</p>	
<p>** Bar Chart / Progress Chart of the project execution:- Detailed activity chart will be submitted within 30 days of placement of PO and the progress chart of the project will be submitted monthly.</p>	

**** Risk Purchase Clause:** In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier.

Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.

**** Force Majeure Clause:**

- a. Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.
- b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.
- c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.
- d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.

Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry



ANNEXURE-II

PRICE SCHEDULE

For import supply

Description	Price (in foreign currency)
Basic Equipments as per tech. specification covering all features (ex-works) Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications.	
Spares (ex-works) – item wise price break-up to be indicated against each clause of technical specification. Packing & Forwarding charges (FOB Charges)	
Sea freight upto Mumbai Seaport or Air Freight upto New Delhi Airport	
Total C&F cost =	

For indigenous supply

Description	Price (in Indian rupees)
Basic Equipment as per tech. specification covering all features (ex-works) Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the technical specifications.	
Spares (ex-works) – item wise price break-up to be indicated against each clause of technical specification.	
Packing charges	
Excise duty : @12.36% or prevailing rate	
CST@ prevailing rate	
Forwarding charges	
Freight up to BHEL Haridwar stores	
Total supply cost at BHEL Haridwar =	

NOTE :

- a) Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION. Wherever the prices mentioned are unit prices, it should be clearly specified.
- b) Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optionals as indicated in specification will not be taken for evaluation.
- c) Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
- e) Following details shall be provided in separate Annexure.
 - A) Unit prices for variable items.
 - B) Prices for any other OPTIONAL items.
- f) **Excise duty:** Concession forms requirements etc. to be stated wherever applicable.
- g) Transit insurance shall be arranged by BHEL

NOTE:

1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with the required documents/clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**
2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelopes. They will also be required to submit copy of un-priced price bid of these impacts in a 3rd sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

Date :

Signature :

Name :

Designation :

Department :

M/s



ANNEXURE-III

LIST OF BHEL CONSORTIUM BANK*

1	State Bank of India
2	Canara Bank
3	Bank of Baroda
4	Punjab National Bank
5	State Bank of Hyderabad
6	State Bank of Travancore
7	Corporation bank
8	Syndicate Bank
9	Indian Bank
10	Oriental Bank of Commerce
11	UCO bank
12	Central bank of India
13	IDBI Ltd.
14	HDFC Bank Ltd.
15	ICICI Bank Ltd.
16	Kotak Mahindra Bank ltd
17	The Federal bank Limited
18	Abn-Amro Bank
19	Citi Bank
20	HSBC
21	Deutsche Bank
22	Standard Chartered Bank
23	United bank of India
24	Vijaya Bank
25	Union Bank of India
26	Bank of India
27	Andhra Bank
28	Punjab & Sind Bank
29	Axis Bank

* Please check the list of consortium banks on the following web site www.bhelhwr.co.in every time a bank guarantee is executed.

**Proforma for Bank Guarantee**

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division HEEP Hardwar (hereinafter called the Company) having agreed to exempt----- (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement date. ----- Made between -----and ----- for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ----- (Rupees-----only).

1. We, _____ (Indicate the name of the Bank) _____ (hereinafter referred to as 'the Bank') at the request _____ (Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
2. We, _____ (indicate the name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. 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 undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

4. We, _____ (indicate the name of 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 Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this 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 the liability under this guarantee thereafter.

5. We, _____(indicate the name of the Bank)_____ further agree with the Company that the Company 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 Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) 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 any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

Dated the _____ day of _____

For _____(indicate the name of the bank)_____



ANNEXURE-V

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTIONING

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.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. 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 business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.