



RD:DP:MPX:F-04  
Ref: 621504161

**BHARAT HEAVY ELECTRICALS LIMITED**  
CORPORATE RESEARCH & DEVELOPMENT DIVISION  
VIKASNAGAR, HYDERABAD - 500 093, INDIA

PHONES:23774494 (EXT:9804)  
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ENQUIRY

Date 08-03-2016

Enquiry for **PEM based Hydrogen generator for Fuel cell applications**

Enquiry No:621504161

Enquiry Date : 08-03-2016

Due Date: 09-04-2016

Indicative Delivery Date : 30--10-2016

Sl.No	Item Description	Unit	Qty
1	PEM Electrolyser	NO	1
2	Erection and Commissioning charges	LOT	1

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

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

Nalini Thilak  
AGM ( Purchase )  
nalini@bhelmd.co.in

	<b>ENQUIRY &amp; QUALIFYING CRITERIA</b>	Volume - 1 Enquiry No 621504161
PEM based Hydrogen generator for Fuel cell applications		

1	Tender inviting officer / Authority, Designation and Address	Additional General Manager(MM) BHEL R & D, Vikas Nagar (Near Balanagar), Hyderabad -500093
2	Item Description - Qty	1) PEM Electrolyser - 1 NO 2) Erection and Commissioning charges - 1 LOT
3	Enquiry Reference no.	621504161
4	Indicative Delivery Date	30-10-2016
5	Due date, Time and place for submission of tender	09-04-2016 upto 12 noon. Sealed Quotations shall be addressed to AGM(MM), BHEL R & D Division, Vikas Nagar (Near Balanagar), Hyderabad AP,India Pin - 500 093 Quotations can also be deposited in the Tender box located at Security Gate of BHEL R & D BHEL shall not be responsible for any postal/courier delay.
6	Place, Date and time of Tech.Bid opening	Tender Opening Cell (Sangam) BHEL R & D Office. 09-04-2016, 2 PM
7	Mode of Submission of Tender	<p>Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below.</p> <p>1) First Cover shall contain:</p> <ol style="list-style-type: none"> <li>Signed General Terms &amp; Conditions (GTC)</li> <li>Filled and Signed Commercial Terms &amp; Conditions (CTC)</li> <li>Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)</li> <li>Signed commercial bid</li> <li>Copy of Price-bid with price(s) cells blank (un-priced price bid)</li> </ol> <p>2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc.</p> <p>If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words.</p> <p>The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'eoffers@bhelrnd.co.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered.</p> <p>The e-mail offers should have two attachments.</p> <p>1) One attachment shall contain</p> <ol style="list-style-type: none"> <li>Signed General Terms &amp; Conditions (GTC)</li> <li>Filled and Signed Commercial Terms &amp; Conditions (CTC)</li> <li>Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)</li> <li>Signed commercial bid</li> <li>Copy of Price-bid with price(s) cells blank (un-priced price bid)</li> </ol> <p>2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc.</p> <p>The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.</p>

	<b>GENERAL TERMS &amp; CONDITIONS (GTC)</b>	Volume - 1 Enquiry No 621504161
PEM based Hydrogen generator for Fuel cell applications		


SL.No.	Clause	BHEL REQUIREMENT
1	General	<p>a. All offers must include name of the contact person, phone no/mobile no, Fax no, email-id. Unsigned offers are liable for rejection.</p> <p>b. We, BHEL R&amp;D, is registered with Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs Duty exemption in terms of Government Notification no.24/2007-Customs dated 01-Mar-2007 &amp; Central Excise Duty Exemption in terms of Government Notification No. 16/2007-Central Excise dated 01-Mar-2007 as amended from time to time. Hence suppliers are requested to submit their bids clearly stating applicable taxes/duties. All foreign quotes will be evaluated with custom duty @ 5.15% for cost comparison.</p> <p>c. Taxes &amp; Duties quoted will be taken for evaluation of landed cost &amp; order placement and no change will be entertained later except in the case of changes made by the government. However please note that we are availing cenvat credit for service tax and hence service tax will be excluded in calculation of landed cost to BHEL.</p> <p>In case any Taxes/ Duties exempted, a self declaration for the same may be attached to the offer. Changes in taxes and duties because of the changes in turn over etc will be to supplier's account.</p> <p>d. Where ever vendor registration form and EFT details have been submitted earlier, the same need not be submitted again unless there is a change.</p> <p>e. BHEL R&amp;D do not issue 'C' form .</p> <p>f. L1 status shall be decided on Cost to BHEL Basis.</p>
2	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
3	Discrepancy in words and figures	<p>(a) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.</p> <p>(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.</p> <p>(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.</p>
4	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
5	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.
6	Price bid evaluation	<p>All offers in price bid opening or reverse auction shall be evaluated in Indian currency based on unit price, packing &amp; forwarding, taxes/duties, freight charges if any, exchange rate, loading due to non-acceptance of our standard commercial terms.</p> <p><b>The exchange</b> rate declared by State Bank of India under TT Selling rate on the technical bid open date shall be adopted for evaluating foreign currency bids.</p>
7	Packing	The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit.
8	Withdrawal	In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier through risk purchase.
9	Risk Purchase	In case of default/late delivery,BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.
10	Banned List	<p>The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected.The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>Guidelines for suspension of business dealings with suppliers/contractors are available on <a href="http://www.bhel.com">www.bhel.com</a> under supplier registration page</p>
11	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
12	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in news paper.
13	Destination	<p>Indian Vendors: Destination shall be Stores,BHEL R&amp;D,Hyderabad.</p> <p>Foreign Vendors: 1) BHEL R.O.D Office, Mumbai, India for sea consignments and 2) BHEL R&amp;D, Hyderabad, India for air consignments.</p>
14	Arbitration	Subject to the jurisdiction of Hyderabad/Secunderabad, Andhra Pradesh,India in respect of any suit or other legal proceedings relating this contract.
15	Inspection	On receipt, the goods shall be subjected to inspection and our decision regarding the acceptability of the goods shall be final and binding on the suppliers

16	Micro Small Enterprises (MSEs)	<p>MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format as below) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) Where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents. Certificate by chartered Accountant on letter head</p> <p>This is to certify that M/s .....(hereinafter referred to as 'company') having its registered office at ..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No(Part-II) ..... dtd....., Category.....(Micro/Small). (Copy enclosed). Further verified from the Books of Accounts that the investment of the company as on date..... as per MSMED Act 2006 is as follows :</p> <p>1. For manufacturing Enterprises : Investment in plant and machinery (i.e. Original cost excluding land and building and the items specified by the ministry of small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006. 2. For Service Enterprises : Investment in equipment (Original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs..... Lacs The above investment of Rs..... Lacs is within permissible limit of Rs..... Lacs for.....Micro/Small (Strike off which is not applicable) Category under MSMED Act 2006.</p> <p>Date:  (Signature) Name- Membership number -- Seal of Chartered Accountant</p>
17	Contract execution Bank Guarantee	<p>CEBG shall be required for all POs where value (Supply +E&amp;C) of each P.O. is estimated to be more than Rupees 20,00,000/- (INR). The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value in the prescribed format within 30 days from the date of P.O. but before L/C opening. CEBG shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL . All bank charges on account of issuance and conformation of CEBG whether incurred in India or outside India will have to be borne by the vendor. CEBG shall be kept valid unit 30 days after the date of E&amp;C Certificate, which will be issued on completion of Erection &amp; Commissioning of equipment which includes erection, commissioning, job proving, performance test, training to operators etc. as prescribed in PO. If the supplier fails to submit the CEBG even with in 60 days from the date of PO, BHEL reserves the right to cancel PO &amp; forfeit the EMD, if any, given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.</p>
18	Foreign Vendors	<p>BHEL will deal directly with foreign vendors, where ever required, for procurement of goods.However, if the foreign principal desires to avail of services of an Indian agent,then foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of agency agreement (as per *).  * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the agent, 3) Territory, 4) Agreement Period</p>
19	Signing & Stamping	<p>Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder</p>

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

**Read and agreed for all the above general terms and conditions**

**Signature of the bidder with Seal & Date**

	<b>COMMERCIAL TERMS &amp; CONDITIONS (CTC)</b>	Volume - 1 Enquiry No 621504161
PEM based Hydrogen generator for Fuel cell applications		

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Reverse Auction	BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid” in the Reverse Auction. Non-submission of „online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.	
2	Validity of Offer	90 days from date of techno-commercial bid opening.	
3	Price basis	The prices shall be firm for entire period of contract. The suppliers shall indicate packing and forwarding charges,if any, separately. All foreign suppliers shall quote the lowest prices on 'FOB-Nearest International Airport/Sea port' basis. An amount of 3% on basic value towards freight and insurance will be added for cost comparison. All Indian suppliers shall quote the lowest prices on 'free delivery at BHEL R&D Stores or F.O.R destination' basis only.	
4	Freight & Insurance	Insurance will be arranged by BHEL in case of FOB basis supplies.In such cases ,an amount of 3% towards freight and insurance will be added for cost comparison.	
5	Agency Agreement	Guidelines regarding dealing with Indian agents of foreign suppliers 1. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of agency agreement. 2. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of government of India, issued from time to time. 3. The agency agreement should specify the precise relationship between the foreign oem and services to be rendered by agent / associate, whether general in nature or in relation to the particular contract, must clearly stated by the foreign supplier / Indian agent. Any payment, which the agent / associate receives in India or abroad from the oem, whether as commission or as a general retainer fee shall be brought out in record in the agreement and be made explicit in order to ensure compliance to the laws of the country. 4. Any agency commission to be paid by BHEL to the Indian agent shall be Indian currency. 5. When ever Indian agents are representing on behalf of their principals, the relevant authorization letter and agreement copy to be enclosed along with technical bid to consider the offer.	
6	Delivery Period	FOR INDIAN SUPPLIES : Suppliers are requested to quote within the delivery date mentioned in the enquiry. They shall also mention one of the following delivery periods compulsorily. 1) Delivery Period from date of Purchase order ===== 2) Delivery Period from receipt of material / input data / drawings etc. from BHEL===== (if applicable) 3) Delivery Period from receipt of approval of design documents / drawings etc. by BHEL===== (if applicable) However BHEL shall inform the vendor about rejection of the offer before price bid opening in case of not meeting the delivery requirements of BHEL. FOR FOREIGN SUPPLIES : Suppliers are requested to quote within the delivery date mentioned in the enquiry. They shall also mention one of the following delivery periods compulsorily. 1. Delivery Period from date of Purchase order :===== 2. Delivery Period from receipt of input data / drawings etc. from BHEL===== (if applicable) 3. Delivery Period from receipt of approval of design documents / drawings etc. by BHEL===== (if applicable ) 4. Delivery Period from date of LC Opening ===== (if applicable) 5. Delivery Period from date of PO acceptance ===== However BHEL shall inform the vendor about rejection of the offer before price bid opening in case of not meeting the delivery requirements of BHEL.	


		Pl. mention any other issues/constraints like export clearance etc. explicitly, if any	
7	Taxes and duties	All Indian suppliers shall clearly mention current sales tax/VAT, Excise duty and Service Tax etc, if any, payable in addition to the quoted price and indicate applicable rates/percentage, item-wise clearly. The vendors should mention applicable Registration Number(s) specifically in their quotation. The suppliers are requested to submit their bids clearly stating applicable taxes and duties. The quoted taxes/duties will be taken for cost evaluation and order placement and no change will be entertained later except in the case of changes made by the government. Please note that we are availing CENVAT credit for service tax and hence service tax will be excluded in calculation of landed cost to BHEL. However Proof of payment of service tax is required to be submitted for reimbursement of the same.	
8	Payment terms	<p>Payment</p> <p>1) Through L/C: Please note Payment through Letter of Credit (L/C) is for foreign currency payments only. Where the payments are through L/C (L/C opening charges shall be loaded for landed cost evaluation), payment of Supply value shall be 80% on dispatch and 20% on issue of E&amp;C Certificate. Payment of E&amp;C Value shall be made against E&amp;C certificate issued by BHEL. E&amp;C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance test, training to operators etc, as envisaged in PO. The L/C shall be opened by BHEL as per following:</p> <p>(i) With in 30 days of receipt of acceptable CEGB, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the Supply value of PO (30% of 80%) Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24% to 80% of the Supply value of PO</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 &amp; confirmed arrival of the technicians of supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO plus 100% of the E&amp;C value of PO. The validity of L/C would be sufficient to cover the period required for the completion of E&amp;C plus 21 days as negotiation period.</p> <p>This L/C can be negotiated after: (a) Completion of E&amp;C of the equipment in BHEL and against E&amp;C certificate issued by BHEL and (b) Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 30 days beyond the warranty period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO Value. The PBG confirmation charges shall be borne by vendor.</p> <p>Under all circumstances, CEGB shall be kept valid till be PBG becomes operational.</p> <p>2 Direct Payment ( foreign and Indian Suppliers):</p> <p>In case of direct payment , 80% payment of Supply value shall be made with in 45 days form the date of receipt of material at BHEL. Balance 20% of supply value plus 100% of the E&amp;C portion of PO Value will be paid against E&amp;C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.</p> <p>3. Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms:</p> <p>If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment/opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&amp;C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value.</p> <p>Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t tender conditions, following loading shall be followed:</p> <p>(A) Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the date of tender opening +2%, for the amount &amp; period of relaxation sought by bidder.</p> <p>(B) On account of payment through LC if insisted by bidder , bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC as per prevailing bank rates.</p>	
9	Penalty for Delay in supply and E&C	<p>1 For the purpose of penalty for delay in E&amp;C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.</p> <p>2 Penalty on delay in 'Supply' and/or 'E&amp;C' will be applicable to the delays attributed to vendor . Penalty will be considered separately for 'Supply' and 'E&amp;C'.</p> <p>The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply+E&amp;C). in supply subject to a maximum of 10% of total PO value (Supply+E&amp;C).</p> <p>The rate penalty for delayed E&amp;C shall be @ 0.5% per week of delay of total PO Value (Supply+E&amp;C) in E&amp;C subject to a maximum of 10% of total PO value (Supply+E&amp;C)</p> <p>Maximum penalty for delay in Supply and E&amp;C together shall be limited to 15% of total PO value (Supply+E&amp;C).</p> <p>In case PO includes more than one machine, the penalty shall be limited to 0.5% per week of delay on total PO Value (Supply+E&amp;C) for the delayed machine.</p> <p>3 Loading on account of non-acceptance of Penalty for delayed Supply and/or E&amp;C shall be as under:</p> <p>In case any bidder is not accepting the above penalty for delayed Supply and/or E&amp;C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.</p> <p>4 In case, any shortage is noticed viz-a-viz PO requirement in the main equipment/spares, such shortages shall be replenished by supplier on for destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.</p> <p>5. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&amp;C period quoted by him.</p>	
10	Weight and Packing Dimensions.	The Supplier shall indicate the shipping weight (Kgs) and dimensions (L x W x H in cms) clearly along with offer.	
11	Nature of Vendor submitting the Offer	OEM / Agent / Representative / Dealer / Distributor / Stockist / Trader / Reseller / Channel Partner/ System Integrator / Any Other (Pl. Specify)	
12	Foreign Suppliers without Indian Agent	To be quoted in Foreign Currency. Purchase Order will be placed on Foreign Supplier.	
		Foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of Agency agreement. (as per *)	

13	Foreign Principal availing services of an Indian Agent	To be quoted in Foreign Currency. Purchase order will be placed on Foreign Supplier. Agency Commission will be paid to Indian Agent in Indian rupees.  * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the Agent, 3) Territory, 4) Agreement Period	
14	Indian Agent desirous of quoting imported Equipment	Any Indian Agent desirous of quoting imported Equipment, they should submit the quote in foreign currency along with copy of agency agreement (as per *). To be quoted in Foreign Currency. Purchase order will be placed on Foreign Supplier. Agency Commission will be paid to Indian Agent in Indian rupees.  * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the agent, 3) Territory, 4) Agreement Period	
15	Indian Vendor Offering fully imported Equipment	To be quoted in Foreign Currency. Purchase order will be placed on Foreign Supplier.  As BHEL R&D is registered with Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs Duty exemption, BHEL desires to import the equipment from foreign supplier with concessional custom duty.  In case if it is not possible to quote in foreign currency for imported items, reasons for the same to be mentioned	
16	Indian Vendor Offering Equipment with partly imported & partly indigenous Items/Services	Imported Items to be quoted in Foreign Currency.(**) Purchase order for imported items will be placed on Foreign Supplier.  Indigenous items/services to be quoted in Indian rupees.(**) Purchase order for indigenous items/services will be placed on Indian Supplier.  ** 1) As BHEL R&D is registered with Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs Duty exemption, BHEL desires to import the foreign items from foreign supplier with concessional custom duty. 2) In case if it is not possible to quote in foreign currency for imported items, reasons for the same to be mentioned. 3) Authorisation Letter from Foreign Supplier should be submitted.	
17	Indian Vendor offering Items manufactured / assembled / customized in India with imported/indigenous material/sub components.	Please specify both imported and indigenous content in percentage / customization done.	
18	AMC	AMC charges exclusive of service tax to be quoted as a percentage of basic cost of the main equipment on per year basis. The Total AMC charges for the number of years mentioned in the tender will be taken into consideration while evaluating the lowest (L1) bidder. The AMC payment will be made once in Quarterly/Half yearly/Yearly within 45 days after on satisfactory completion of service. BHEL reserves the right to issue separate AMC order after completion of warranty period.	

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

**Read and understood the above commercial terms and conditions**

**Signature of the bidder with Seal & Date**

	<b>OTHER TERMS &amp; CONDITIONS</b>	Volume - 1 Enquiry No 621504161
PEM based Hydrogen generator for Fuel cell applications		

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Erection and Commissioning (E&C) Charges	Erection & Commissioning charges will include services to be rendered at BHEL like erection, commissioning, job proving, performance tests, and onsite training to operators etc. The estimated percentage value of these charges as per BHEL is 7% of Unit price. The Supplier should quote these charges as % of Unit price separately in technical bid. Only in case where quoted value is less than the value (in %) specified above or separate value is not mentioned in the offer, value for Erection and commissioning shall be deemed to be considered as the value indicated above & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment as per Payment terms- under Commercial terms and conditions of enquiry.	
2	Delivery Period (Desirable)	Delivery period: Desirable) a) Supply: 20 (Twenty) weeks from PO date b) Erection & Commissioning (E&C): 4 (Four) Weeks from site readiness intimation from BHEL. Vendor to specify clearly	

**Signature of the bidder with Seal & Date**

	<b>ITEM SPECIFICATIONS</b>	Volume - 2 Enquiry NO 621504161
PEM based Hydrogen generator for Fuel cell applications		

SL.No.	Item																														
<b>PEM Electrolyser</b>																															
sl no	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th data-bbox="300 434 671 463">Descriptions</th> <th data-bbox="671 434 986 463">BHEL Specifications</th> <th data-bbox="986 434 1348 463">Vendor Specifications/ Deviations</th> </tr> </thead> <tbody> <tr> <td data-bbox="300 463 671 1126">1 PEM Electrolyser</td> <td data-bbox="671 463 986 1126">Fully automated Proton Exchange Membrane (PEM) based Electrolyser for generating Hydrogen of capacity 4 N cubic meter/Hr. The Electrolyser is meant for indoor use. It should be capable of producing Hydrogen gas of purity not less than 99.995% with a delivery pressure of 40 bar. The Electrolyzer must be of a fully automated version with a push button start/stop facility, compact design easy to install, operate and handle. It should also consist of on-board hydrogen leak detection, automatic fault detection, shutdown and system de-pressurization. It should be capable of operating automatically to meet the set pressure of hydrogen storage vessel as and when the storage pressure falls below the minimum set pressure value. The electrolyser system should have an integrated Deionized water generator to generate required conductivity &amp; quantity of water for the Electrolyser from a potable drinking water source. It must also be provided with the required cooling system to dissipate the heat load from the system. The Electrolyser system must comply with "CE certified" safety &amp; regulatory norms. 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9	Provision for display of monitoring key parameters	3. Hydrogen purity 4. Hydrogen flow 5. Hydrogen Storage pressure. 6. Oxygen concentration in H2 out flow in PPM resolution 7. Hydrogen concentration in vented Oxygen has to be indicated by passing the oxygen through combustible sensor	
10	Internal piping material	All internal piping should be made of SS316	
11	Data Logging & display system	Display monitor not less than 32" size and compatible software to be provided by the vendor to supervise the variables of interest and to monitor the complete process and to store the data of key process parameters (storage capacity not less than 1 tb) of RAM not less than 8 GB, intel core i5, processor speed not less than 3.1 GHz	
12	Total power consumption	The total power consumption by the electrolyser to generate 1 cubic meter Hydrogen per hour should not exceed 7 kWh per cubic meter of Hydrogen	
13	Ambient temperature at erection site for electrolyser	25 to 40 Deg C	
14	Accessories	Offer shall include all the accessories required for trouble free operation of equipment at BHEL R&D. Applicable charges may be quoted separately.	
15	Consumables	Offer shall include all the consumables required for trouble free operation of equipment, applicable charges shall be quoted separately.	
16	Predispatch inspection (PDI) and Training	The electrolyser will be inspected for rated capacity of Hydrogen generation for continuous operation of 100 Hrs at OEM/ manufacturer's site in presence of two BHEL executives. In addition to that, complete training on operation & safety features of electrolyser has to be provided for two days prior to dispatch of the equipment.	
17	Foot print and Electrical power rating	The vendor should indicate the rating of electrical power, foot print dimensions and approximate weight of the electrolyser. BHEL would ensure the availability of the requirements at BHEL R&D for erection & commissioning of the electrolyser.	
18	Intimation and readiness for predispatch inspection (PDI)	Supplier should intimate the readiness of equipment before PDI. Inspection of equipment will be carried out at supplier's works by two BHEL engineers. The Vendor shall give minimum of 45 days notice for PDI. Travel and hospitality for two BHEL engineers will be to BHEL account	
19	Type of cooling for electrolyser	The cooling subsystem should be part of the system offered to BHEL where the cooling media could be air / liquid	
20	Portable Hydrogen leak detector	Vendor is required to supply the portable Hydrogen leak detector of CE complied and explosive proof along with the system offered. The detector should have provision for audible alarm and LED light indication with standard colour indications (green, yellow and red) and the same would be used for checking the internal Hydrogen leaks within the electrolyser system	
<b>2 Erection and Commissioning charges</b>			
sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
1	Erection and commissioning (E&C) charges	After complete installation of electrolyser equipment, the supplier is required to integrate the electrolyser exit line with 1/2 inch (12.7 mm) OD SS316 line available with 1 cubic meter Hydrogen Storage Vessel at BHEL R&D using 1/2	

	for Installation of electrolyser at BHEL R&D	inch OD SS316 tubing(maximum pipe length length 10 mts). The supplier is required to match the electrolyser hydrogen exit has to be suitable for connecting with 1/2 inch OD tube of the storage vessel. All the fittings and piping required will be supplied by BHEL.	
2	Charges of E & C	If the vendor has an Indian office/ agent, the applicable E&C charges are required to be quoted in Indian rupees(INR) only. If the technical team of OEM installs the system at BHEL R&D, the vendor is required to quote the applicable charges in their standard currency (\$/Euro/ etc)	
3	Completion of E&C work at BHEL R&D	Vendor is required to complete the E&C at BHEL R&D within 4 weeks from site readiness intimation from BHEL.	
<b>G</b>			
<b>General Specifications</b>			
sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
1	Annual Maintenance Contract (service only)	After completion of standard warranty period, OEM / authorised Indian Agent should provide AMC for period of three years. AMC Charges shall be quoted separately on per year basis in terms of % of equipment cost as detailed below  1. % of equipment cost for 1st year 2. % of equipment cost for 2nd year 3. % of equipment cost for 3rd year  BHEL reserves the right to release separate AMC order after completion of standard warranty period as per the AMC charges quoted in this bid. The quoted AMC charges will be considered for evaluation of the bid.	
2	List of tasks to be carried out at BHEL under Annual Maintenance Contract (AMC)	1. Calibration of Hydrogen leak detector 2. Continuous/ cyclic operation of Electrolyser for minimum period of 100 hrs 3. Hydrogen leak testing, periodical checking of feed DI water quality, hydrogen purity, hydrogen trace gases in oxygen vent and oxygen trace gases in Hydrogen vent  The above tasks have to be carried twice in 6 months to ensure maximum availability of the electrolyser for generation of rated capacity of hydrogen	
3	End connection available for integration of Electrolyser with 1 cubic meter Hydrogen storage vessel	1/2 inch OD SS 316 tube	
4	Delivery time	Vendor is required to supply the electrolyser system to BHEL R&D preferably within 20 weeks from the date of receipt of Purchase order	
5	Use of any Indian subsystems / items are used in final installation have to be quoted in INR	In case of any additional items/ subsystems are required to be used in the final integration & installation of electrolyser at BHEL R&D for such items the applicable charges can be quoted separately in INR	
6		1. Electrolyser of same or higher capacity rating shall be CE certified at the time bidding and copy of the same has to be submitted prior to delivery 2. Manufacturer's Certificate of service experience of Electrolysers of same capacity or higher having 5000 Hrs of continuous operation is required to be submitted along with the offer 3. The bidder shall have proven performance of manufacturing, service, supply and commissioning of minimum 3 equipments (same or higher capacity) within 3 years and two of them should have operated for a minimum service period of 5000 hrs as on tender/ enquiry date 4. Copy of performance certificate from	

	Prequalification criteria (PQC)	<p>the organization where the work is executed is to be enclosed</p> <p>5. Parties included in the reference list for meeting PQC requirements must be willing to give independent confirmation directly to BHEL during the process of verification and not refrain from the same on the grounds of confidentiality</p> <p>6. The bidder shall provide document evidence (performance certificate) for the above qualification criterion along with technical bid. BHEL reserves the right to verify the credentials provided as above independently</p> <p>offers not confirming the above criterion will be rejected and will not be considered for technical evaluation</p>	
7	Warranty	Vendor should agree to provide a warranty of minimum one year from the date of E&C completed at BHEL R&D failing which the vendor will be treated as disqualified	
8	% of Tax deduction at source (TDS) on AMC	AMC if quoted in foreign currency and rendered by OEM will attract TDS at the rate of 20.6% if there is no Indian PAN number. With Indian PAN and DTAA between vendors' country and Indian Government, TDS will be 15% only.	
	Manufactures Test Certificate	Manufacturer's Test Certificate required and shall be provided before dispatch.	

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

**Signature of the bidder with Seal & Date**



BHEL R&amp;D

### Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

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

**AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS**  
(PLEASE FILL UP THE FORM COMPLETELY IN CAPITAL LETTERS ON YOUR COMPANY LETTERHEAD ONLY)

Vendor Code (to be filled by BHEL)

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

**BANK DETAILS FOR EFT / RTGS**

1 Bank Name	
2 Branch	
3 Branch Code	
4 Branch Address	
5 Branch Phone No	
6 Account No.	
7 Account Type: SB/ Current/ other (Specify)	
8 MICR Code	
9 IFSC Code	

I, as an authorized representative / owner of the above named company, hereby state as under:

1. Enclosed here with a cancelled cheque in support of our company's bank details.
2. Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account.
3. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
4. I hereby certify that the particulars given above are true, complete and correct.
5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

Date :  
Company  
Seal

Authorised Signatory  
Designation :



Corp. R&D  
DIVISION  
VIKAS NAGAR,

RD:MPX:F-13

## Bharat Heavy Electricals Limited

HYDERABAD- 500 093 (INDIA)  
Ph: 040 - 23772704, Fax: 040 - 23770698, email: mpx@bhelrnd.co.in

### VENDOR REGISTRATION FORM

(Indigenous supplier)

[FORM TO BE SUBMITTED\* BY THE BIDDER ALONG WITH TECHNICAL-BID]

Before filling, please refer to instructions on page-4

#### 1.0 VENDOR PROFILE:

1.1 Name and address of the vendor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Nos.:

Fax No.:

Email: 1.

2.

1.2 Local representative name & address in Hyderabad/Secundrabad :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Nos.:

Fax No.:

Email:

Contact Person:

Mobile No:

#### 2.0 TYPE OF ORGANISATION:

PROPRIETORSHIP	Company:	Sister Concern ( mention vendor registration number of main organization)	
Partnership	CORPORATION	Small Scale Industry	ANY OTHER(Please specify)

In case of SSI unit, copy of registration to be enclosed. It is requested that MSME registration certificate to be enclosed

#### 3.0 ANNUAL TURN OVER:

#	Year	Turn-Over, Rs.
1	Current Year(budgeted)	
2	Previous year ( 200 - 0 )	
3	Prior Year ( 200 - 0 )	

#### 4.0 NAME AND ADDRESS OF THE BANKER:

4.1 Bank Name

4.2 Branch name

4.3 Account number

4.4 Account Type

4.5 MICR Code:

4.6 IFSC Code(RTGS/NEFT):

4.7 Bank Phone number(s),

Blank cheque, duly cancelled, to be enclosed.

Please note that all payments shall be made through Electronic clearance services to your above account against the orders executed, if any.

**5.0 REGISTRATION PARTICULARS**(relevant copies to be enclosed)

- 5.1 IT Permanent Account No.(PAN):  
 5.2 State Sales Tax/VAT Registration No:  
 5.3 Central Sales Tax Registration No:  
 5.4 ED Registration No:  
 5.5 Service Tax Registration No:  
 5.6 PF Account No:  
 5.7 Labour Licence No:  
 5.8 ESI Account No:

**6.0 CONTACT PERSON:** S/Sri:

Designation:

Phone / Mobile No:

**7.0 TOTAL NUMBER OF EMPLOYEES:**

Graduates(Engr/Scientists/Mgmt/Fin.)	Consultants	Workers		
		Sup./Skilled	Semiskilled	Unskilled

**8.0 LIST OF PRODUCTS/ SERVICES OFFERED:**

#	Products/ Services	Capacity
1		
2		
3		
4		
5		
6		

**9.0 REFERENCE LIST :**

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

#	Customer	Volume / Year
1		
2		
3		
4		
5		
6		
7		

**10.0 INFRASTRUCTURE / FACILITIES:**

#	Facility (with specifications)	Age/ Year procured
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**11.0 REGISTRATION WITH OTHER BHEL UNIT/UNITS:**

#	Unit	Registration No	Year
1			
2			
3			
4			

**12.0 ANY OTHER INFORMATION :****DECLARATION:**

The information furnished above is true and authentic.

(CEO / PROPRIETOR)

**SEAL:****DATE:**

Note:

1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.
2. The competent authority reserves the right to accept or reject the registration.

3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.
5. AGM, Head (MM) may be contacted for clarification/additional information on registration.

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Instructions

1. Fill all items. Please mention "N.A." for items/ clauses not applicable.
2. Use A4 sheets for this document and the enclosures. Use of additional sheets is permitted if space provided is not adequate.
3. Attach copies of latest documents in respect of items 5.0 (Registration no.s)
4. Photographs of registered office and the chief executive/proprietor shall be furnished.



RD:MPX:F-14

## Bharat Heavy Electricals Limited

Corp. R&amp;D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

### SUPPLIER REGISTRATION FORM

(FOREIGN SUPPLIER)

ALL COLUMNS SHOULD BE PROPERLY FILLED IN THE SPACE PROVIDED FOR.WHEREVER IT IS NOT APPLICABLE PLEASE WRITE "NOT APPLICABLE".INCOMPLETE OR INCORRECT FORMS MAY NOT BE CONSIDERED.

#### 1.0 GENERAL INFORMATION:

1.1 NAME OF COMPANY

1.2 DETAILS OF HEAD OFFICE:

ADDRESS :  
 TELEPHONE :  
 FAX :  
 EMAIL :  
 WEB SITE :

1.3 DETAILS OF FACTORY/WORKS:

ADDRESS :  
 TELEPHONE :  
 FAX :  
 EMAIL :  
 WEB SITE :

1.4 DETAILS OF MARKETING AGENT

ADDRESS :  
 TELEPHONE :  
 FAX :  
 EMAIL :  
 WEB SITE :

1.5 CHIEF EXECUTIVE

1.6 CONTACT PERSON(S)  
FOR PRODUCT OFFERED

NAME(S) :  
 OFFICIAL CPACITY :  
 ADDRESS :  
 TELEPHONE :  
 FAX :  
 EMAIL :

1.7 YEAR OF ESTABLISHMENT

1.8 PRODUCTION CAPACITY PER ANNUM

1.9 PARTICULARS OF PRODUCT INCLUDING  
SPECIFICATION AND RANGE OFFERED  
FOR REGISTRRTION  
(Attach brochures and catalogues)

1.10 NAME(S) OF BANKERS

1.11 BANKER'S CERTIFICATE

1.12 PORT OF LOADING

1.13 NEAREST AIRPORT

1.14 NAME OF THE INDIAN AGENT, IF ANY  
WITH AUTHORIZATION LETTER

#### 2.0 FINANCIAL INFORMATION:

2.1 TOTAL CAPACITY





RD:MPX:F-13

## **Bharat Heavy Electricals Limited**

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

Ph: 040 – 23772704, Fax: 040 – 23770698, email: [mpx@bhelrnd.co.in](mailto:mpx@bhelrnd.co.in)

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### **GUIDE LINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS**

- i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
- ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- v. Whenever Indian agents are representing on behalf of their principals the relevant authorisation letter and agreement copy to be enclosed along with Technical bid to consider the offer.

## PROFORMA OF CONTRACT EXECUTION BANK GUARANTEE (CEBG)

In consideration of the Bharat Heavy Electricals Limited <sup>1</sup> (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ through its Unit at.....(name of the Unit) having agreed to accept ( Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_ <sup>2</sup> (hereinafter called the said Contractor which term includes supplier), under the terms and conditions of the Contract reference No. \_\_\_\_\_ dated \_\_\_\_\_ <sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees -----)<sup>4</sup> (hereinafter called the said Contract) of Contract Execution Bank Guarantee for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ <sup>5</sup> (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ (indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_ (address of the head Office) (hereinafter referred to as the Bank) at the request of \_\_\_\_\_ [Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

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

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

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

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till erection and commissioning is completed and Performance Bank guarantee is submitted or till \_\_\_\_\_<sup>6</sup> office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory commissioning of the equipment and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>7</sup>, we shall be discharged from all the liability under this guarantee thereafter.

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>8</sup>
- b) This Guarantee shall be valid up to .....<sup>9</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>10</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date \_\_\_\_\_ Day of \_\_\_\_\_  
for \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_

(Signature of Authorised signatory)

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

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

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

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

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

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

<sup>6</sup> VALIDITY DATE

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

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

<sup>9</sup> VALIDITY DATE

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

**BANK GUARANTEE FOR PERFORMANCE SECURITY (PBG)**

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited <sup>1</sup> (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) <sup>2</sup> having its registered office at \_\_\_\_\_ hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees -----/FC.....(in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to .....% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

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

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

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

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

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

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

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

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

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

Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>7</sup>we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>8</sup>
- b) This Guarantee shall be valid up to .....<sup>9</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>10</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of  
  
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

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

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

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

<sup>6</sup> VALIDITY DATE

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

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

<sup>9</sup> VALIDITY DATE

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

**Note:**

1. Expiry of claim period is 2 months after validity date. Validity date: Warrantee period + 1 month
2. In Case of Bank Guarantees submitted by Foreign Vendors-
  - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
  - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
    - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
    - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.**

- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

<b>List of Consortium Banks</b>			
<b>A</b>	<b>Nationalised Banks</b>	<b>B</b>	<b>Public Sector Banks</b>
1	Allahabad bank	20	IDBI
2	Andhra bank	C	<b>Foreign banks</b>
3	Bank of Baroda	21	CITI Bank N.A
4	Canara Bank	22	Deutsche Bank AG
5	Corporation bank	23	The Hongkong and Shanghai Banking Corporation Limited
6	Central bank	24	Standard Chartered Bank
7	Indian Bank	25	The Royal Bank of Scotland N.V.
8	Indian Oversea Bank	26	J P Morgan
9	Oriental bank of Commerce	D	<b>Private bank</b>
10	Punjab National Bank	27	Axis Bank
11	Punjab & Sindh Bank	28	The Federal Bank Limited
12	State Bank of India	29	HDFC
13	State Bank of Hyderabad	30	Kotak Mahindra Bank
14	Syndicate Bank	31	ICICI
15	State Bank of Travancore	32	Indusind Bank
16	UCO Bank	33	Yes Bank
17	Union Bank of India		
18	United Bank of India		
19	Vijaya Bank		