



RD:DP:MPX:F-04

Ref: 721590021

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

PHONES:23774494 (EXT:9804)

FAX : 91 40 23770698

ENQUIRY

Date 30-06-2015

Enquiry for **Extruder for Alumina and Special Ceramic Products**

Enquiry No:721590021

Enquiry Date : 30-06-2015

Due Date: 30-07-2015

Indicative Delivery Date : 29-02-2016

Sl.No	Item Description	Unit	Qty
1	Extruder for Alumina and Special Ceramic Products	SET	1
2	Installation & commissioning of Extruder for Alumina and Special Ceramic products (Technical assistance and Supervision charges only be quoted)	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

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	ENQUIRY & QUALIFYING CRITERIA	Volume - 1 Enquiry No 721590021
Extruder for Alumina and Special Ceramic Products		

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) Extruder for Alumina and Special Ceramic Products - 1 SET 2) Installation & commissioning of Extruder for Alumina and Special Ceramic products (Technical assistance and Supervision charges only be quoted) - 1 LOT
3	Enquiry Reference no.	721590021
4	Indicative Delivery Date	29-02-2016
5	Due date, Time and place for submission of tender	30-07-2015 upto 12 noon. Sealed Quotations shall be addressed to AGM(MM), BHEL R & D Division, Vikas Nagar (Near Balanagar), Hyderabad Telangana, 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. 30-07-2015, 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"> Technical & Commercial bid. Filled in commercial compliance statement(mandatory) Copy of Price-bid with price(s) cells blank (un-priced price bid) <p>2. Second cover shall contain Price Bid. Price Bid Containing Price quotes, 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. One attachment shall contain a) Technical & Commercial bid b) Filled in Commercial Compliance Statement (mandatory) and c) Copy of price bid with price(s) cells blank (un-priced price bid). The second attachment shall contain price bid.</p> <p>The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.</p>


	GENERAL TERMS & CONDITIONS (GTC)	Volume - 1 Enquiry No 721590021
Extruder for Alumina and Special Ceramic Products		

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&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 & 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 & Duties quoted will be taken for evaluation of landed cost & 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&D do not issue 'C' form .</p> <p>f. L1 status shall be decided on Cost to BHEL Basis.</p>
2	Foreign Suppliers	<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 copy containing agency commission. Any Indian supplier (Agents/distributors/representatives) desirous of quoting imported goods/services, they should submit the quote in foreign currency along with agency agreement copy, failing which their offer is liable for rejection. In case of non submission of agency agreement copy, the principal should submit the quotation to BHEL directly. Foreign supplier will also indicate in their offer Indian agent's name, if any, address and percentage of agency commission out of the quoted price. Fully owned Indian Subsidiaries/distributors of Foreign Companies shall quote in Foreign Currency on FOB basis only.</p>
3	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
4	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>
5	Two Part bid clarifications	<p>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.</p>
6	Price Impacts	<p>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.</p>
		1.Submission of earnest money deposit (EMD) along with offer is required. EMD is

7	EMD - CAPITAL	<p>to be deposited in cash(as permissible under Indian income tax act) or pay-order/Demand Draft drawn in favour of BHEL R&D,Vikasnagar,Hyderabad 500093 only.</p> <p>In case of foreign bidders e-payment shall also be accepted as EMD.</p> <p>Our bank details for e-payment by foreign vendors are: State Bank of India, BHEL(R&D)-Vikas Nagar Branch, Hyderabad, Telangana, India; Pin-500 093. Cash Credit A/C No: 10202162640 IFSC Code : SBIN0010622</p> <p>2.EMD by the Tenderer will be forfeited as per Tender Document if the successful bidder/vendor refuses to honour the Order after award of the Contract on him and /or withdraws his bid and /or unilaterally changes the offer and changes the offer and /or any of its terms & conditions within the validity period.</p> <p>3.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 Contract Execution Bank Guarantee (CEBG).</p> <p>4.EMD shall not carry any interest.</p> <p>5.EMD amount is Rs/INR. 2,00,000 (Rupees Two hundred thousands only)</p>
8	Price bid evaluation	<p>All offers in price bid opening or reverse auction shall be evaluated in Indian currency based on unit price, packing & forwarding, taxes/duties, freight charges if any, exchange rate and loading due to non-acceptance of our standard commercial terms.</p> <p>The exchange 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>
9	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.
10	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.
11	Risk Purchase	In case of default/late delivery, BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.
12	Banned List	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 www.bhel.com.
13	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
14	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 any Newspaper.
15	Destination	Indian Vendors: Destination shall be CTI, BHEL, Bangalore. Foreign Vendors: 1) BHEL R.O.D Office, Mumbai, India for sea consignments
16	Arbitration	Subject to the jurisdiction of Hyderabad/ Secunderabad, Telangana, India in respect of any suit or other legal proceedings relating this contract.
		<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.</p> <p>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-</p>

17	Micro Small Enterprises (MSEs)	<p>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 : 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>
18	Contract execution Bank Guarantee(CEBG)-Capital	<p>CEBG shall be required for all POs where value (Supply +E&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&C Certificate, which will be issued on completion of Erection & 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 & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.</p>
19	Inspection	<p>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.</p>

Signature of the bidder with Seal & Date

	COMMERCIAL TERMS & CONDITIONS (CTC)	Volume - 1 Enquiry No 721590021
Extruder for Alumina and Special Ceramic Products		

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Reverse Auction	<p>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.</p> <p>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.</p>	
2	Two part	<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"> Technical & Commercial bid. Filled in commercial compliance statement(mandatory) Copy of Price-bid with price(s) cells blank (un-priced price bid) <p>2. Second cover shall contain Price Bid. Price Bid Containing Price quotes, 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. One attachment shall contain a) Technical & Commercial bid b) Filled in Commercial Compliance Statement (mandatory) and c) Copy of price bid with price(s) cells blank (un-priced price bid). The second attachment shall contain price bid.</p> <p>The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.</p>	
		<p>Payment</p> <p>1) Through L/C: Please note Payment through Letter of Credit (L/C) is for foreign currency payments only.</p> <p>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&C Certificate. Payment of E&C Value shall be made against E&C certificate issued by BHEL. E&C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance test, training to operators etc, as envisaged in PO. The L/C shall be opened by BHEL as per following:</p> <p>(i) Within 30 days of receipt of acceptable CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the Supply value of PO (30% of 80%) Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24% to 80% of the Supply value of PO</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 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 & confirmed arrival of the technicians of supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO plus 100% of the E&C value of PO. The validity of L/C would be sufficient to cover the period required for the completion of E&C plus 21 days as negotiation period.</p>	


3	Payment terms - Capital	<p>This L/C can be negotiated after: (a) Completion of E&C of the equipment in BHEL and against E&C certificate issued by BHEL and (b) Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 30 days beyond the warranty period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO Value. The PBG confirmation charges shall be borne by vendor.</p> <p>Under all circumstances, CEBG shall be kept valid till be PBG becomes operational.</p> <p>2 Direct Payment (foreign and Indian Suppliers): 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&C portion of PO Value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.</p> <p>3. 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 80% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value.</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: (A) Benchmark Prime Lending Rate(BPLR)of SBI as applicable on the 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 as per prevailing bank rates.</p>	
4	Time period for Supply and E&C- Capital	<p>1 Bidder should quote time period separately for 'Supply' and 'E&C' of equipment. 2 The bidders should quote their earliest schedule for supply and E&C against the schedule indicated in the enquiry. BHEL, however, reserves the right to accept an offer not meeting the enquiry schedule.</p>	
5	Penalty for Delay in supply and E&C- Capital	<p>1 For the purpose of penalty for delay in E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. 2 Penalty on delay in 'Supply' and/or 'E&C' will be applicable for the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'. The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value(Supply+E&C) in supply subject to a maximum of 10% of total PO value (Supply+E&C). The rate penalty for delayed E&C shall be @0.5% per week of delay of total PO Value (Supply+E&C) in E&C subject to a maximum of 10% of total PO value (Supply+E&C). Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply+E&C). In case PO includes more than one machine, the penalty shall be limited to 0.5% per week of delay on total PO Value(Supply+E&C) for the delayed machine. 3 Loading on account of non-acceptance of Penalty for delayed Supply and /or E&C shall be as under: In case any bidder is not accepting the above penalty for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. 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 F.O.R destination/ DDP basis with no cost to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier. 5. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs form BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in correlation with Supply and E&C period quoted by him.</p>	
6	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.	
7	Validity of Offer	90 days from date of techno-commercial bid opening.	
		<p>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</p>	

8	Price basis	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/FOR-Destination/CTI-BHEL-Bangalore' basis only.	
9	Freight & Insurance	Insurance will be arranged by BHEL in case of FCA / FOB basis supplies. In such cases, an amount of 3% towards freight and insurance will be added for cost comparison.	
10	Agency Agreement	<p>Guidelines regarding dealing with Indian agents of foreign suppliers</p> <ol style="list-style-type: none"> 1. BHEL shall 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 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 encurse 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. Whenever 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. 	
11	Delivery Period	<p>FOR INDIAN SUPPLIES :</p> <p>Suppliers are requested to quote for the delivery mentioned in the enquiry. However, in case it is not possible to meet the delivery requirement of BHEL, they shall mention in the right column the best possible delivery period</p> <ol style="list-style-type: none"> 1) From date of Purchase order =====> 2) From receipt of material / input data / drawings etc. from BHEL=====> (if applicable) 3) From receipt of approval of design documents / drawings etc. by BHEL=====> (if applicable) 4) Time from PDI to despatch =====> (if applicable) <p>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.</p> <hr/> <p>FOR FOREIGN SUPPLIES :</p> <p>Suppliers are requested to quote for the delivery mentioned in the enquiry. However, in case it is not possible to meet the delivery requirement of BHEL, they shall mention in the right column the best possible delivery period</p> <ol style="list-style-type: none"> 1. From date of Purchase order :=====> 2. From receipt of input data / drawings etc. from BHEL=====> (if applicable) 3. From receipt of approval of design documents / drawings etc. by BHEL=====> (if applicable) 4. From date of LC Opening=====> (if applicable) 5. From date of PO acceptance =====> (wherever issues like export clearance etc. are involved, mentioning the reasons) 	

		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.	
12	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.	

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 elsewhere in their offer shall not be considered and are liable for rejection.

Signature of the bidder with Seal & Date


	OTHER TERMS & CONDITIONS	Volume - 1 Enquiry No 721590021
Extruder for Alumina and Special Ceramic Products		

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Installation & Commissioning (Technical Assistance and Supervision Charges)	Installation & Commissioning (Technical Assistance and Supervision Charges) value will include services to be rendered at BHEL like Technical Assistance of erection, commissioning, job proving, performance tests, and on-site training to operators etc. The estimated percentage value of these charges as per BHEL: 5% of Unit price. The Supplier should quote these charges as % of exw Unit price separately in technical bid. Only in case where quoted value is less than the value (in %) specified in the NIT or separate value is not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment as per Payment terms-Capital under Commercial terms and conditions of enquiry.	

Installation site/Destination address:

Bharat Heavy Electricals Limited
 Ceramic Technological Institute
 Prof. CNR Rao Circle
 Opp. Indian Institute of Science
 Malleswaram Complex, Bangalore – 560 012

Signature of the bidder with Seal & Date

		ITEM SPECIFICATIONS		Volume - 2 Enquiry NO 721590021
Extruder for Alumina and Special Ceramic Products				
SL.No.	Item			
1	Extruder for Alumina and Special Ceramic Products			
sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations	
1	Application or Use of the extruder	De-airing and extruding stiff ceramic products of various configurations and materials as per the details below		
2	Materials to be extruded	Alumina, silicon carbide, mullite or mixture of these and other ceramic materials. Particle size of the material will vary from submicron to 1 mm consisting of coarse refractory grains		
3	Shapes to be extruded	Rods, Tubes, Multi- channel tubes and honeycomb shapes in circular or rectangular sections		
4	Sizes of the products to be extruded	Diameter : upto 250 mm for hollow products & up to 200 mm for solid products. Length: upto 2500 mm		
5	Weight of the one extrudate	Up to 100 kgs. Bidder to indicate the volume of extrusion chamber which can accommodate ceramic paste (mass) of minimum 125 kg. Green Density may vary from is 1.8 to 2.5 gm/cc		
6	Extrusion pressure	Capable of producing extrusion pressure of at least 70 bar (Infinitely variable for setting/controlling extrusion pressure). Uniformity of pressure to be maintained within +/- 5%		
7	Extrusion speed	Infinitely variable extrusion speed in the following range depending on the type & cross section of the product 0 to 500 mm/min for a typical 250 mm dia product 0 to 2000 mm/min for a typical 50 mm dia product Details of Drive, control system, motors & gear box to be given		
		a) Feeding device/chamber b) Kneading chamber/pre compactor c) De-airing/Vacuum chamber: upto 660 mmHg at Bangalore (Altitude above Sea Level is 920 m) d) Extrusion chamber e) Mouth piece to have provision for easy & quick mounting & dismantling of dies/tools for extruding different products: Method to be specified		

8	The extruder shall have	<p>Provision for fixing mandrel/bell for extruding hollow products to be provided and details to be given</p> <p>f) Cutting device : Cutting length adjustable up to 2500mm. Pneumatically operated wire cutting of products up to 250 mm dia. Motion of wire shall be controlled to get a perfectly vertical cut</p> <p>g) Receiving device/table/belt to accommodate product of 250 mm dia and 2500 mm Length</p> <p>The technical offer shall provide detailed description & construction features of the extruder. Schematic diagram/drawing indicating various components of the extruder and its broad specifications shall be provided. The technical offer shall also provide details of brought out components/accessories. The specifications & make of such brought out items to be provided.</p>	
9	Type of extruder	Piston or screw.	
10	Control System	<p>For automatic & manual operation , indications and controlling various process parameters including ram/screw speed, extrusion pressure, temperature, vacuum etc. Accuracy of the above measurement to be specified</p> <p>The details of control system shall be provided with a control schematic indicating various provisions provided. The specification & make of PLC/HMI to be provided. Provision for auto/manual operations to be incorporated in the scheme</p>	
11	Material of Construction (MOC)	<p>All internal parts which is coming in contact with ceramic material shall be Rust proof high quality steel.</p> <p>All internal parts experiencing abrasion due to hard ceramic materials is to be provided with corrosion/erosion resistance steel lining or suitable corrosion/erosion resistance coating.</p> <p>Details to be provided</p>	
12	Dismantling & Cleaning	Provision for Easy dismantling/ Cleaning of extruder during change of batch shall be incorporated. Method to be specified	
		Pre dispatch Inspection shall be	

13	Pre-dispatch Inspection & demonstration	<p>carried out by BHEL Engineers at supplier's site before the dispatch of the system.</p> <p>The system in assembled and operating condition shall be offered for the inspection at supplier's site.</p> <p>Inspection shall be carried out for all the parameters as in technical specifications including extrusion pressure and extrusion speed.</p> <p>Operation of the system for the extrusion of a typical honeycomb product (50 cpsi or above cell density & 100 mm or above diameter or equivalent) to be demonstrated during the inspection.</p> <p>The bidder shall give minimum of One month notice for inspection.</p> <p>BHEL Engineer's Overseas Travel, Local travel at supplier's works, Boarding, Lodging/Stay expenses during the period shall be borne by BHEL.</p>	
14	Accessories	The Offer quoted shall include all accessories required for normal operation of equipment.	
15	Spares & Accessories for long time use (beyond warranty period)	<p>Spares & accessories required for long term use (Beyond warranty period) shall be quoted separately with details including specification & quantity on CIF-India basis.</p> <p>Cost of these spares & accessories will not be added to Landed cost evaluation for deciding lowest cost bidder. BHEL may procure some/ all of these spares&accessories within 1 year after expiry of warranty period.</p>	
16	Documents	<p>Technical documents for operation, maintenance, trouble shooting to be provided. Documents to include all basic & assembly drawings, schematics, spares & accessories specifications and other relevant details. All documents should be in English only.</p>	
17	Warranty	<p>All supplied items to be provided with warranty of 12 months from erection and commissioning date. Any repair/replacement should be carried out at no cost to BHEL during the period.</p>	
18	Vendor Credentials	Bidder shall meet the Pre-qualification criterion specified	

		along with these technical specifications	
2	Installation & commissioning of Extruder for Alumina and Special Ceramic products (Technical assistance and Supervision charges only be quoted)		
	sl no	Descriptions	BHEL Specifications Vendor Specifications/ Deviations
	1	Installation & commissioning (Technical assistance and Supervision)	<p>at CTI, BHEL Bangalore, Karnataka State, India</p> <p>Supplier shall depute technical personnel for supervision of the installation & commissioning.</p> <p>Supplier shall be responsible for installation & commissioning of the system.</p> <p>BHEL will provide manpower, handling systems & utilities for installation & commissioning. Supplier should specify the details of manpower (technical/Skilled, Semi skilled etc), handling systems & utilities required to be provided by BHEL for installation & commissioning.</p> <p>BHEL shall provide working Lunch in the Canteen during Supervision/ working hours (Monday to Saturday, 08.00 hrs to 16.30 hrs). The Supplier has to make own arrangement for stay, travel, food etc.</p> <p>Supplier shall indicate the estimated time for the installation & commissioning (including demonstration).</p>
	2	Demonstration of the system	<p>As a part of commissioning the supplier shall carry out demonstration of extrusion process for the following two products</p> <p>I. Refractory tubes of 180mm OD, 100mm ID & 2500mm long</p> <p>II. Ceramic honeycombs with 100 CPSI of size 160 mm diameter X150mm Long. Cell wall thickness 0.35 mm</p> <p>Tools & raw material will be supplied by BHEL</p>
	3	Installation & Commissioning (Technical assistance and Supervision) charges	<p>Bidder should quote for installation & commissioning charges (Technical assistance and Supervision charges only) for the above period in one lot/ lumpsum.</p> <p>As per BHEL, estimated installation & commissioning (Technical assistance and Supervision) charges are 5 % of supply value</p>
	4		Language for communication with Engineer/technical

	Language for communication	personnel from supplier shall be English. BHEL will not provide any translator	
G			
General Specifications			
sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
1	Pre Qualification Criteria of Bidders	<p>1. The bidder shall be original equipment manufacturer or their authorized agents only</p> <p>2. The bidders shall have proven performance of manufacturing, supply & successfully commissioning of minimum of 3 extruders of diameter 150 mm or higher capacity for ceramic products out of which at least one should be in operation for a minimum period of 3 years as on tender date.</p> <p>3. Bidders should provide the reference list of supplies meeting above criteria, along with the contact details of their customers. Bidder shall provide details of supply of extruders to BHEL or to any other customer (s) in India, if any.</p> <p>4. The bidder shall furnish specific details of the company performance in the enclosed Annexure 1(A: capacity details; B: performance of supplies to BHEL)</p> <p>5. The bidder shall have the provision for after sales service in India. Details of the Indian/Regional representative (individual/organization) who will be coordinating after sales service shall be provided along with the authorization letter/copy of agency agreement</p> <p>6. The bidder shall provide documentary evidence (such as performance certificate/commissioning report, etc) for the above qualification criterion along with technical bid. BHEL reserves the right to verify the credentials provided as above independently</p> <p>7. Offers not confirming above criterion will be rejected and will not be considered for technical evaluation.</p>	
2	Delivery Time (Supply period from Order placement / E&C Period from site readiness)	<p>Bidder shall quote time period separately for "supply" and "E&C" of the equipment</p> <p>Estimated time period is 8 months for "supply" and 1 month for " E&C"</p> <p>Bidder shall quote their earliest</p>	

			schedule for “supply” and “E&C” against the above indicated time period	
--	--	--	---	--

* 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

ANNEXURE-I

DETAILS OF COMPANY PERFORMANCE

A. Capacity Details of Machines (Extruders):

Manufacturing Capacity (Major machines with Qty.)	Type of Major Machines	Qty.
Machines supplied during last 5 years (Year-wise with Qty.)	Scheduled Supply Period	Actual Supply Period
Outstanding Order Book position (Type of Machine with Qty. & name of customers*)		
Liquidation Plan of all machines including BHEL machines under consideration for ordering		

* If any bidder is unable to give name of ALL the customer(s) due to confidentiality restrictions, they may give details without disclosing such customer(s) identity.

B. Performance of Machines (Extruders) supplied to BHEL:

Details of POs to be considered in last 5 years shall include (i) Last 5 Purchase Orders (POs) fully executed and (ii) all POs overdue for supply and/or E&C. Details of all machines in the POs to be given.

Sl. No.	Name of M/c with broad specs.	Name of BHEL Unit	P.O. No. & Date	P.O. Value	Supply Date		Erection & Commissioning		Reason of delay, if any
					As per P.O.	Actual/ Likely	E&C period incl. job prove out as agreed (in days)	Actual / Likely period of E&C completion (in days)	
(D)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.									
2.									
3.									
4.									

- Note: 1. In case bidder has not received any Purchase Order in the last 5 years from any of the Units of BHEL, then 'NIL' should be indicated.
2. Reasons for delay to be explained in details.
3. BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and/or false information is given by the bidder.

BHEL R&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- to be communicated at Reverse Auction) 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-to be communicated at Reverse Auction) 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.

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&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 REGISTRTION

(Attach brouchers 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

2.2 ANNUAL TURN OVER FOR LAST 3 YEARS

2.3 WHEHER CREDIT LICENSE ACCEPTABLE YES/NO

3.0 QUALITY MANAGEMENT SYSTEMS

ENCLOSED FORMAT PART-B

3.1 EXPERIENCE LIST FOR SAME/ SIMILAR ITEMS
TO BE ENCLOSED

4.0 FUTURE EXPANSION PLANS:

(Give details)

5.0 LIST OF ENCLOSURES:

(Including brochures, catalogues, technical literature etc)

6.0 ANY OTHER INFORMATION:

SIGNATURE OF SUPPIER (Authorized signatory)

NAME :

DESIGNATION :

DATE :

OFFICIAL SEAL

Note:

1. BHEL Reserves the right to take penal action as deemed fit if any of the information provided by the vendor is found to be incorrect.
2. Please attach separate sheets, if space found is inadequate



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

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 authorization letter and agreement copy to be enclosed along with Technical bid to consider the offer.

CONTRACT EXECUTION BANK GUARANTEE BOND(CEBG)*(To Be submitted by Successful vendor only, within 30 days of Purchase Order, but before LC opening)*

This deed of guarantee made this day of 2015 . by the..... Bank Ltd, (hereinafter referred to as “the Bank”) in favour of Bharat Heavy Electricals Limited, Corporate Research and Development division, Vikasnagar, Hyderabad, Andhra Pradesh, india-500093 having its registered Office at New Delhi with its Unit Office at Hyderabad (herein after called BHEL) where as M/s..... having its registered office at (hereafter called the “the Contractor”) have entered in to contract with BHEL for the supply of vide Purchase Order No dated

1. We Bank Ltd, do hereby undertake to pay to BHEL an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by BHEL by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order.
2. We, Bank Ltd, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BHEL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BHEL by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order or by reason of the Contractor’s failure to perform the said Purchase Order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs/.....
3. We, Bank Ltd, further agree to the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase Order and that it shall continue to be enforceable till all the dues of BHEL under or by virtue of the said Purchase Order have been fully paid and its claims satisfied or discharged or till BHEL certifies that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date the claim shall be enforceable and Payable only by any one of the BHEL Consortium Banks in India (List is attached herewith) notwithstanding the fact that the said enforcement is effected after the said date
4. For the purpose of this clause, any letter making demand on the Bank by BHEL dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the Bank (**any one of the BHEL Consortium Banks as per list attached as selected by the vendor**) shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.
5. We,.....Bank Ltd, further agree with BHEL that BHEL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by BHEL against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of BHEL or any indulgence by BHEL to the said Contractor or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Hyderabad/ Secunderabad, Andhra Pradesh, India.

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

In witness whereof we..... (indicate the name of Bank) have hereunto setout Bank Seal the..... day
..... month 201

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

-
- (1) It should be typed in the Rs. 100 value of stamp paper.**
 - (2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials**
 - (3) It should be submitted with bank covering letter with sign and seal of the bank official.**

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

Performance Bank Guarantee (PBG) format

(To Be submitted by Successful vendor only, after completion of E&C, but before seeking balance payment)

1. THIS DEED OF BANK GUARANTEE MADE THIS DAY OF MONTH OF YEAR ---- by -----
----- (name& address of the BANK) (herein
after called the **BANK**) in favour of M/s Bharat Heavy Electricals Limited, Corporate R&D, Vikasnagar,
Hyderabad - 500 093, Andhra Pradesh, having its registered head office at BHEL House, Siri Fort, New Delhi -
110 049, India (herein after called the **COMPANY**).

2. WHERE AS the **COMPANY** placed a purchase Order on M/s ----- (supplier name)
having registered office at ----- (address)
(hereinafter Called the **CONTRACTOR**) for Manufacture, Supply, Erection & Commissioning of -----
----- vide Purchase Order No.----- dated -----for Rs.----- (Rupees ---
-----only)(hereinafter called the **CONTRACT** (which expression shall
include all amendments thereto).

3. AND WHEREAS one of the conditions for placing such **CONTRACT** is that the **CONTRACTOR** shall provide
the **COMPANY** with **BANK GUARANTEE** to an extent of Rs. ----- (**Rupees** -----
----- **only**) in pursuance and completion of the terms and conditions of the
said **CONTRACT** for the performance of the said **CONTRACT**.

4. AND WHEREAS the **CONTRACTOR** have approached the **BANK** and at their request and in consideration of
the arrangement bond arrived at between the said **CONTRACTOR** and the said **COMPANY**, We, the **BANK**
have agreed to give such **GUARANTEE** (hereinafter called as **GUARANTEE**) mentioned to the aforesaid
COMPANY.

5. NOW therefore, these present witness that, We, the **BANK**, by the hand of Shri, -----, its
lawfully and duly constituted attorney, do hereby undertake to pay without demur to the aforesaid **COMPANY** a
sum of Rs. ----- (**Rupees** ----- **only**) on demand being made by the said
COMPANY and to keep the said **COMPANY** indemnified to the extent of Rs.----- (**Rupees** -----
----- **only**) by virtue of this **GUARANTEE** against any loss/damage caused to
/suffered by the said **COMPANY**, by reason of any breach by the aforesaid **CONTRACTOR** of any of the terms
and conditions, stipulations or undertakings or anyone of them contained in the said **CONTRACT** (s) and the
tender documents and for the payment of any money payable by the said **CONTRACTOR** to the said
COMPANY under the terms and conditions of the said **CONTRACT** (the decision regarding the breach, loss,
damage or payment due being solely in the **discretion** of the said **COMPANY**). We, the **BANK**, further undertake
to pay the aforesaid amount in a lump sum on demand without demur or such part thereof the **COMPANY** may
demand from time to time, irrespective of the fact whether the said **CONTRACTOR** admit, or denies such claims
or questions its correctness in any Court, Tribunal or Arbitration proceedings before any authority.

6. The aforesaid **GUARANTEE** will remain in force and we shall be liable under the same irrespective of any
concession or time, being granted by the said **COMPANY** to the **CONTRACTOR** and the **COMPANY** and
GUARANTEE will **remain in full force** irrespective of any change of terms, conditions or stipulations or any
variations in the terms of said **CONTRACT(S)** irrespective of whether notice of such **change and or variation is
given to us or not** and claim to receive such notice of any change and or variation of terms and conditions of the
said **CONTRACT** (s) is hereby specially waived off by us. Further, we shall not be released from this
GUARANTEE by any forbearance or exercise or non exercise of any of the powers or rights under the said
CONTRACT(S) by the **COMPANY** against the **CONTRACTOR** irrespective of whether notice of such
forbearance, enforcement or non-enforcement of any powers or rights, modifications or change made in said
CONTRACT (s) or concession shown to **CONTRACTOR**

7. The **GUARANTEE** herein contained shall not be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the **CONTRACTOR** but shall in all respects and for all purposes be binding and operative until all payment of all monies due or that may hereafter become due to the said **COMPANY** are settled irrespective of any liability or obligation of the **CONTRACTOR** under the said **CONTRACT**.
8. A reference to this **GUARANTEE** in the **CONTRACT** placed already but pending as on date shall be sufficient to bind the **BANK** in respect of their liability under this **GUARANTEE** and this **GUARANTEE** shall be read as an integral part of the **CONTRACT**.
9. 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 **COMPANY** under by virtue of the said **CONTRACT** have been fully paid and its claims satisfied or discharged or till the **COMPANY** certifies that the terms and conditions of the said **CONTRACT** have been fully and properly carried out by the said **CONTRACTOR**.
10. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts at Hyderabad/ Secunderabad, Andhra Pradesh-India, only.
11. The **Bank** declares that the BG is enforceable in Hyderabad/ Secunderabad, AP where the **Company** is located, from their branch ----- (Branch address of the Bank). *(this clause is to be incorporated in case the BG is from non-consortium banks)*.
12. AND lastly the **BANK** undertakes not to revoke this **GUARANTEE** during its currency except with the prior consent of the **COMPANY** in writing.
13. The **BANK** declares that it has powers to issue this **GUARANTEE** under the **BANK**'s memorandum and articles of association and the undersigned has full powers to do so on its behalf under the powers of Attorney granted to him by the proper authorities of the **BANK**.
14. Notwithstanding anything to the contrary contained herein before, our liability is restricted to **Rs. -----** (**Rupees ----- only**). This **GUARANTEE** is valid up to **(30 days beyond the warranty period)**----- from the date of execution of this deed and a claim period of **two months** beyond the validity date. Unless a written demand is served under this **GUARANTEE** within **two months** from the end of the above said validity period all the rights of the **COMPANY** under the **GUARANTEE** shall be forfeited and we, the **BANK**, shall be released and discharged from all liability there under.

Dated this ----- Day of ----- Month of Year -----.

Signature of the person duly
Authorized to sign on behalf of
The bank with full address and
Office seal.

WITNESS:

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CHECK POINTS FOR FURNISHING THE BANK GUARANTEE (BG) AND CEBG

1. The bank guarantee (BG) should be submitted on Rs. 100/- Non judicial stamp paper or part values totaling to Rs.100/-
2. The Non-judicial stamp paper should be purchased by the issuing bank.
3. The BG should be forwarded along with Banker's covering letter, with signature and seal. The contact details of the Issuing Bank such as Contact person(s), designation, Email ID, Phone No. and Fax No. should be indicated in the document
4. All the details in the blanks to be filled by typing, failing which every hand written entry / corrections should be attested with stamp.
5. The executor (bank authorities) is required to mention the power of attorney no. and date of execution in his favour authorizing him to sign the document.
6. Witnesses column should invariably be signed by the bank officials with name and designation.
7. Clear cut claim period of 2 months beyond the validity date, should be provided as per clause 14.
8. BG No. and date should be mentioned in all pages of BG. All pages should be endorsed/ signed by the executor(s)
9. Please note BG. from co-operative banks are not acceptable.
10. BG. from our consortium banks are preferable. (Our consortium banks list is enclosed).
11. **In case of BG. from non consortium bank (private or public sector bank) the clause no. 11 has to be mentioned with full address of the bank's branch at Hyderabad.**
12. In case of BG issued by foreign Bank, it may be confirmed by our consortium bank in India.
13. BG. of other banks (banks other than consortium banks, public sector banks and cooperative banks), can be accepted if their net worth is more than Rs. 500 crores as on last balance sheet date.(a certificate and copy of latest balance sheet to be given by the bank at the time of giving bank guarantee)

List of Consortium Banks			
A	Nationalised Banks	B	Public Sector Banks
1	Allahabad bank	20	IDBI
2	Andhra bank	C	Foreign banks
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	Private bank
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		

