

No. Cap/OT/15

Date: 23/04/2015

**Subject: Open tender as detailed below:**

**OPEN TENDER**

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.
2. Last date for obtaining tender documents and opening of tenders is indicated against each tender. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.
3. After down loading the tender documents from web site, while submitting the tender as detailed in “Instruction to Bidders”, intending vendors must remit tender fee of Rs. 2,000.00 (*applicable for indigenous vendors*) or \$ 50.00 / € 40.00 (*applicable for foreign vendors*) against each tender in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (in case of foreign bidders only). **Tender Fee in the form of Cheque / Bank Guarantee is not acceptable.**
4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other terms and conditions will be as per tender documents.

| Sl. No. | Tender No.           | Description of Equipment                                     | Qty. (No.) | Last date to get from BHEL | Opening date |
|---------|----------------------|--|------------|----------------------------|--------------|
| 1.      | C/5599/2014/3161/T/2 | 6-DIGIT WEIGHING<br>BALANCE AS PER<br>ENCLOSED SPECIFICATION | 1          | 27/05/2015                 | 28/05/2015   |

- SPECIFICATION IS ENCLOSED.
- TEST CERTIFICATE REQUIRED.
- GUARANTEE / WARRANTY CERTIFICATE REQUIRED.
- GUARANTEE / WARRANTY AT SITE FOR 18 MONTHS FROM THE DATE OF DISPATCH OR 12 MONTHS FROM THE DATE OF INSTALLATION & COMMISSIONING, WHICHEVER IS EARLIER.
- OPERATION AND MAINTENANCE MANUAL REQUIRED.
- INSTALLATION & COMMISSIONING OF THE EQUIPMENT IS REQUIRED AT PCRI BHEL HARIDWAR.
- INSTALLATION & COMMISSIONING CHARGE IS 5% OF THE TOTAL COST OF THE EQUIPMENT.
- INSTALLATION & COMMISSIONING OF THE EQUIPMENT SHALL BE DONE BY VENDOR WITHIN 30 DAYS AFTER FIRST CALL FOR INSTALLATION & COMMISSIONING BY BHEL.
- MODVAT NOT APPLICABLE.
- C-FORM WILL BE ISSUED.

**Kaushik Roy / Sr. Manager (Capital Purchase)**



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**FAX NO: 0091 1334 226462**  
**PHONE NO: 0091 1334 01334-284486, 281187**

**Enquiry No.:** C/5599/2014/3161/T/2

**Date of issue** : 23/04/2015

**Due Date** : 28/05/2015

M/s.....

Sub: Tender Enquiry No. C/5599/2014/3161/T/2

We are pleased to invite your offer in **TWO PARTS (PART-I & PART-II)** strictly as per enclosed terms and conditions and “Instruction to Bidders”, in sealed covers for the under mentioned equipment / systems.

| Sl. No. | Description of Equipment                               | Qty. (No.) | Delivery Required | EMD (Earnest Money Deposit) |
|---------|--|------------|-------------------|-----------------------------|
| 1       | 6-DIGIT WEIGHING BALANCE AS PER ENCLOSED SPECIFICATION | 1          | 30/09/2015        | NIL                         |

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

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

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

**PLEASE SUBMIT DRAFT FOR TENDER FEE (drawn in favor of BHEL Hardwar) IN PART- I BID.** This Part-I bid shall be opened by BHEL at 2 PM on the due date, in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.

As per government guidelines, MSE vendors are exempted from submission of EMD and Tender Fee. To claim exemption from EMD & Tender Fee submission the MSE vendors must submit valid MSE certificate as mentioned in clause 1 (a) (1) in the “Instruction to Bidders”.

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

For & ON BEHALF OF BHEL, HARDWAR

**Sr. Manager (Capital Purchase)**

# INSTRUCTION TO BIDDERS

ANNEXURE – I

## ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

| BHEL Standard Terms  | Vendor's Acceptance |
|--|---------------------|
| <p><b>1. Payment terms:</b></p> <p><b><u>Through Bank:</u></b></p> <p>80% of Supply value + 100 % Taxes &amp; Duties (if applicable) to be paid against dispatch documents through bank and balance 20% of supply value + 100% I&amp;C charges (all the services provided at BHEL) will be paid after satisfactory Installation &amp; Commissioning of the equipment at PCRI BHEL, Haridwar.</p>   |                     |
| <p><b><u>Direct Payment:</u></b></p> <p>In case of direct payment, 80% payment of Supply value + 100 % Taxes &amp; Duties (if applicable) shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the I&amp;C portion of PO value will be paid against I&amp;C certificate issued by BHEL</p> <p><b>Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms:</b></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 in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of I&amp;C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value. Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:</p> <ul style="list-style-type: none"><li>- Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening + 2%, for the amount &amp; period of relaxation sought by bidder.</li></ul> |                     |
| <p><b>2. CURRENCY OF PAYMENT:</b> Freely tradable currency like Euro/USD/CHF/GBP/YEN/Rupees etc.</p>   |                     |
| <p><b>3.</b> For indigenous supply the currency shall be Indian Rupees</p>   |                     |
| <p><b>4. CHARGES FOR SERVICES AT BHEL HARIDWAR :</b></p>   |                     |

| BHEL Standard Terms   | Vendor's Acceptance |
|---|---------------------|
| <p>Services to be rendered at BHEL Haridwar like I&amp;C, proving, training to operators, supervising foundation work etc. as envisaged in Technical Specification.</p> <p>For Indian Suppliers: It should be quoted in Rupees.</p> <p>For Foreign suppliers: If supervision is being carried out by persons residing in India, it should be quoted in Indian Rupees.</p> <p>These charges are essentially to be indicated separately in price bid. Vendor to confirm</p> <p>BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's representatives visiting BHEL Haridwar for Erection &amp; Commissioning</p> <p>Total I&amp;C value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the enquiry or separate I&amp;C values are not mentioned in the offer, value for I&amp;C portion shall be deemed to be considered as the value indicated in the enquiry &amp; accordingly supply value will be adjusted from that quoted value and balance will be released as I&amp;C payment as per clause no. 1 of '<u>ANNEXURE – I: - ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR</u>' above.</p> <p><b>The estimated percentage of I&amp;C value is : <u>5% of the total cost of the equipment</u></b></p> |                     |
| <p><b>5. TAXES :</b></p> <p>All statutory taxes, if any, will be deducted at source &amp; to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.</p> <p>Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN. At present TDS rate without PAN is 20% and with PAN as per DTAA with the particular country.</p>   |                     |
| <p><b>6. ORDER ACCEPTANCE:</b> Order acceptance (ink-signed) must be submitted within 30 days from the date of PO.</p>  |                     |
| <p><b>7. Submission of Bank Guarantee:</b> All bank guarantees like performance bank guarantee should be from one of the Indian branch of BHEL consortium banks (<b>annexure-III</b>) and the bank guarantees should be in the format as prescribed by BHEL (<b>annexure-IV</b>). The performance bank guarantee as well as the list of consortium banks is displayed at BHEL web-site</p>  |                     |

| BHEL Standard Terms  | Vendor's Acceptance |
|--|---------------------|
| <p><a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a> however, in case the bank guarantee is not from Indian branch of BHEL consortium banks, then the vendor has to confirm bank guarantee on any Indian branch of consortium bank and all the bank charges are to be borne by the bidder.</p>  |                     |
| <p><b>8. Late delivery penalty Clause :</b> Penalty on delay in 'Supply' and/or 'I&amp;C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'I&amp;C'.</p> <p><b>A. For delay in supply:</b> The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + I&amp;C) in supply subject to a maximum of 10% of total PO value</p> <p><b>B. For delay in I&amp;C :</b> The rate of penalty for delayed I&amp;C shall be @ 0.5% per week of delay of total PO value (Supply + I&amp;C) in I&amp;C subject to a maximum of 10% of total PO value</p> <p>Maximum penalty for delay in Supply and I&amp;C together shall be limited to 15% of total PO value (Supply + I&amp;C).</p> <p>In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + I&amp;C) for the delayed machine.</p> <p>In case any bidder is not accepting the above penalty for delayed Supply and/or I&amp;C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.</p> <p>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>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> <p>For the purpose of penalty for delay I&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>For calculating Late Delivery penalty delivery date shall be considered as per following :</p> <p><b>1. Indigenous Suppliers:</b></p> <p>a. Delivery Ex-works:- Date of GR /LR</p> |                     |

| BHEL Standard Terms   | Vendor's Acceptance |
|---|---------------------|
| <p>b. Delivery FOR Transporter Godown:- Date of GR/LR</p> <p>c. Delivery FOR Destination:- Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank)</p> <p><b>2. <u>Import Supply:</u></b></p> <p>a. Delivery FOB / FCA port of discharge:- Date of BL/AWB</p> <p>b. Delivery CPT port of destination:- Date of AWB</p> |                     |

| BHEL Standard Terms  | Vendor's Acceptance |
|--|---------------------|
| <p><b>9. Time Period for Supply and Installation &amp; Commissioning of equipment:</b></p> <p>(Bidder should quote time period separately for 'Supply' and 'I&amp;C' of equipment.)</p> <ul style="list-style-type: none"> <li>• Earliest Time period (from the date of PO) required by bidder for supply of equipment:</li> <li>• Earliest Time period (after the 1<sup>st</sup> intimation by BHEL to supplier) required by bidder for Installation &amp; Commissioning of equipment :</li> </ul> <p><b>Note : Time period required by BHEL for Installation &amp; commissioning of equipment by vendor is : within 30 days after first call for Installation &amp; Commissioning by BHEL.</b></p> |                     |
| <p><b>10. Delivery basis :</b></p> <ul style="list-style-type: none"> <li>• For Import : <ul style="list-style-type: none"> <li>a) For delivery through Sea : Delivery must essentially be FOB Loading port basis. (No Sea freight charges to be quoted)</li> <li>b) For delivery through Air : Delivery must essentially be CPT Destination port basis. (Air freight charges to be quoted separately in price bid)</li> </ul> </li> <li>• For Indigenous : <p>Delivery must essentially be FOR BHEL Haridwar basis. (Freight charges for indigenous items must essentially be quoted and indicated separately in price bid.)</p> </li> </ul>  |                     |
| <p><b>11. Settlement of Disputes:</b></p> <ul style="list-style-type: none"> <li>• If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than</li> </ul>     |                     |

| <b>BHEL Standard Terms</b>   | <b>Vendor's Acceptance</b> |
|--|----------------------------|
| <p>30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.</p> <p>All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator.</p> <p>The place of arbitration shall be New Delhi. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law.</p> <ul style="list-style-type: none"> <li>• For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.</li> </ul> |                            |
| <p><b>12. Drawing / data approval :</b></p> <p>Any drawing / data approval if required from BHEL after placement of order shall be the responsibility of the vendor and any delay on account of the same shall be the responsibility of the vendor and have no bearing on the penalty applicable.</p>  |                            |
| <p><b>13. Drawing / design / information use:</b></p> <p>The vendor will have to give an undertaking that the drawing / design / information enclosed with the enquiry / proposed order will not be parted to any other agency and will also not be used for manufacturing for any other customer.</p>   |                            |
| <p><b>14. Attending to any complaint during guarantee / warranty period :</b></p> <p>Vendor will have to ensure deputation of their people for erection &amp; commissioning or for attending to any complaint during guarantee / warranty period within 7 days of intimation. In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.</p>   |                            |
| <p><b>15. 3 Sets of O&amp;M Manual or quantity as indicated in tender specifications:</b></p> <p>3 Sets of Operation &amp; Maintenance Manual or quantity as indicated in tender specifications shall have to be supplied along with the equipment.</p>  |                            |
| <p><b>16. Training: (If applicable as per tender specifications)</b></p> <p>Vendor shall provide required training to BHEL</p>   |                            |

| BHEL Standard Terms   | Vendor's Acceptance |
|---|---------------------|
| personnel as per technical specifications.  |                     |
| <p><b>17. Purchasing of BOI items:</b></p> <p>Vendor shall purchase the BOUGHT OUT ITEMS only from vendors of repute and indicate the same to BHEL at the time of approval of GA drawing. BHEL reserves the right to visit / inspect the works of supplier and that of their sub contractors before or after placement of order.</p>  |                     |
| <p><b>18. Spares, tooling, jigs and fixtures:</b></p> <p>The equipment being new, above items shall be needed in bulk at a later stage. However two separate lists of spares, tooling, jigs and fixtures should be sent along with quotation.</p> <ol style="list-style-type: none"> <li>1. Items which you recommend very necessary to be available along with the equipment.</li> <li>2. Item which may be required at a later stage. (The price validity of these items should be for a minimum period of two years from the date of commissioning of the equipment).</li> </ol> |                     |
| <p><b>19.</b> Details of Contact person Name, Designation, Department complete postal, E-mail address &amp; Fax no, phone, Mobile no. to be mentioned.</p>  |                     |
| <p><b>20. Import Supply:</b></p> <ol style="list-style-type: none"> <li>a. Phyto-sanitary Certificate essential for packages (Wooden)</li> <li>b. Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents.</li> </ol>   |                     |
| <p><b>21. Validity:</b> Validity of the offer should be 180 days from tender opening date.</p>  |                     |
| <p><b>22. Bank Charges:</b> Bank Charges on either side. Or your prices will be loaded suitably</p>   |                     |
| <p><b>23. Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address</b></p>   |                     |
| <p><b>24.</b> Foreign Suppliers: Dispatching port &amp; Country to be mentioned essentially</p>   |                     |
| <p><b>25.</b> Total weight -- /Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)</p>   |                     |

| BHEL Standard Terms  | Vendor's Acceptance |
|--|---------------------|
| <p><b>26. Risk Purchase Clause:</b> In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier.</p> <p>Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.</p>  |                     |
| <p><b>27. Force Majeure Clause:</b></p> <p>a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.</p> <p>b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.</p> <p>c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.</p> <p>d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.</p> |                     |
| <p><b>Note:</b> Attach separate sheet for additional information if necessary. The above terms &amp; condition supersedes the terms &amp; conditions found contradictory written elsewhere in the tender enquiry</p>   |                     |

**PRICE SCHEDULE****ANNEXURE-II****For import supply**

| Description   | Price (in foreign currency) |
|---|-----------------------------|
| <b>Equipment cost – {Sl. No. 1, 2, 3, 4.2,4.3 of product purchase specification} - Please attach un-priced copy of your price bid with technical bid.</b> |                             |
| Packing charges. {Sl. No. 4.4 of product purchase specification.}   |                             |
| Forwarding charges:   |                             |
| <b>Total FOB (For sea) / FCA (For Air) cost =</b>   |                             |
| <b>Freight Charges (Note : Only for Air Freight. No Sea freight charges to be quoted)</b>   |                             |
| <b>Total CPT cost (For Air only) =</b>  |                             |
| **Total I&C Value as per Sl.no.4.1 of product purchase specification.   |                             |
| Service Tax on Service charges i.e I& C charges @ 14% or prevailing rate  |                             |
| <b>Total Service at BHEL =</b>  |                             |

**For indigenous supply**

| Description   | Price (in Indian rupees) |
|---|--------------------------|
| <b>Equipment cost– {Sl. No. 1, 2, 3,4.2,4.3 of product purchase specification.} - Please attach un-priced copy of your price bid with technical bid</b> |                          |
| Packing charges. {Sl. No. 4.4 of product purchase specification.}   |                          |
| Excise duty : @ 12.5% or prevailing rate  |                          |
| CST@ prevailing rate  |                          |
| Forwarding charges  |                          |
| Freight up to BHEL Haridwar stores  |                          |
| <b>Total supply cost at BHEL Haridwar =</b>   |                          |
| ** Total I&C Value as per Sl.no.4.1 of product purchase specification.  |                          |
| Service Tax on Service charges i.e I& C charges @ 14% or prevailing rate  |                          |
| <b>Total service charges =</b>  |                          |

\*\* Total I&C value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate I&C values are not mentioned in the offer, value for I&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 I&C payment as per clause no. 1 of 'ANNEXURE – I: - **ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR**' above.

**The estimated percentage of I&C value is : 5% of total cost of equipment.**

**NOTE :**

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

**NOTE:**

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

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

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

**Date** :

**Signature** :

**Name** :

**Designation** :

**Department** :

**M/s**

## LIST OF BHEL CONSORTIUM BANK

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



ANNEXURE-IV

WAM-28

**Proforma for Bank Guarantee**

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

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

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

4. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all the liability under this guarantee thereafter.

5. We, \_\_\_\_\_ (indicate the name of the Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
  
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
  
7. We, \_\_\_\_\_ (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_ (indicate the name of the bank)

## **Certificate by Chartered Accountant on letter head**

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:

**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:  
Rs.....Lacs

**2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006:  
Rs.....Lacs

**(Strike off whichever is not applicable)**

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.

Or

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

Date:

(Signature)

Name-  
Membership Number-  
Seal of Chartered Accountant