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**BHARAT HEAVY ELECTRICALS LIMITED**

**RAMACHANDRAPURAM, HYDERABAD – 32**

**(A GOVERNMENT OF INDIA UNDERTAKING)**

**PURCHASE DEPARTMENT (CG)**

**TENDER SCHEDULE**

TENDER NO:**M2/15/600002544/VK1**

DESCRIPTION: **SUPPLY AND E&C OF "54KW Electrical Steam Generator(Material Code: CG3750901120) "**.

QUANTITY: **3 Nos.**

DELIVERY SCHEDULE FOR SUPPLY FROM THE DATE OF PURCHASE ORDER-

NOT EARLIER THAN : **NOT APPLICABLE**

NOT LATER THAN : **8 WEEKS**

GRACE DELIVERY PERIOD WITH LOADING FACTOR : **2 WEEKS**

MAXIMUM ACCEPTABLE DELIVERY PERIOD: **10 WEEKS**

SCHEDULE FOR COMMISSIONING FROM THE DATE OF READINESS OF SITE (WHICH IS TO BE INTIMATED BY BHEL) : **15 DAYS**

E&C CHARGES AS PERCENTAGE OF TOTAL VALUE : **5%**

LAST DATE FOR SALE OF DOCUMENTS : **04.01.2016**

DUE DATE : **05.01.2016**

COST OF TENDER DOCUMENTS: **NIL**

EARNEST MONEY DEPOSIT: **RS. 40,000.00**



**INSTRUCTIONS TO BE COMPLIED BY THE SUPPLIER**  
**STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF**  
**CAPITAL EQUIPMENT**

<b>A</b>	<b>QUOTATIONS:</b>
1	BHEL's requirement is for capital use. Offers from reputed and resourceful Suppliers are invited to be submitted in two parts, consisting of a) Cover-1 & Cover-II and b) Cover-III as below, which are to be submitted together before due time of tender opening.
2	<p>Cover - I: <b>TENDER COST AND E.M.D.:</b> Tender Cost &amp; EMD, as specified in the tender schedule and if called for are to be deposited in the form of Cash*(as permissible under Income Tax Act)/Demand Draft/Pay Order, in favour of M/s. Bharat Heavy Electricals Ltd., Ramachandrapuram, Hyderabad - 502 032 for value of tender document &amp; EMD along with a covering letter. These are to be submitted in a sealed cover. D.D. towards Tender Cost is non-refundable. In case of foreign bidders e-payment for EMD/tender cost is acceptable i) EMD by the tenderer will be forfeited as per the tender document s(schedule), if the successful bidder/vendor refuses to honor the order after award of the same on him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its terms&amp; conditions within the validity period or fails to submit CEBG even within 60 days from the date of PO. ii) EMD given by all unsuccessful tenderers shall be refunded on acceptance of award/LOI/PO by successful tenderer. EMD of successful bidder shall be returned after submission of Contract Execution Bank Guarantee.(CEBG). iii) EMD shall not carry any interest. *Cash shall be submitted by prospective vendor only at BHEL-RC Puram cash office and receipt shall be kept in the envelop. iv) The EMD may be waived in following cases</p> <p>a) Central / State - PSUs / Government departments( Only EMD is exempted, Tender Cost to be submitted)</p> <p>b) Micro and Small Enterprises (Tender documents cost &amp; EMD are exempted)</p> <p><b>NOTE: All MSME/SSI Units are exempted from the payment of EMD &amp; Tender documents cost. MSME/SSI units shall enclose in their Techno-Commercial bid a) attested Valid NSIC Certificate (or) b) attested Entrepreneurs Memorandum (EM) part II certificate (with deemed validity of five years from the date of issue of acknowledgement in EM II) (or) c) attested EM II certificate with Chartered Accountant certificate applicable for the year, certifying that investment in Plant &amp; Machinery is within the permissible limits as per MSME act for relevant status (Micro or Small), where the deemed validity of EM II is over. If Bidder fails to submit/enclose above specified certificates, their Offer will be considered as non MSME/SSI unit and failure to non-submission of DD towards EMD &amp; Tender cost will leads to rejection of their Offer.</b></p>
	<p>**Beneficiary Name: Bharat Heavy Electricals Ltd. Beneficiary Address: Ramachandrapuram, Hyderabad, 502032, Beneficiary Ph. No: (+91 40)23182235, Name Of the Bank: State Bank of Hyderabad, Branch Address: Ramachandrapuram, Hyderabad, 502032, Branch Code: 075, A/C No: 00000062048154115, A/C Type: Current Account, IFSC No (For NEFT &amp; RTGS): SBHY0020075, MIRC: 500004072, Bank's Telephone No: (+91 40)23022210, Bank's Fax No: (+91 40)23022210</p>
3	<b>Cover - II (Part-I) : TECHNICAL-CUM-COMMERCIAL AND UN-PRICED BID:</b>
(a)	This consists of complete technical details, catalogues, drawings and all commercial terms. Money values must not be indicated i.e. <b>un-priced bid</b> . These are to be submitted in a sealed cover.
(b)	The following formats / documents are to be filled up and submitted: (i) Filled in Technical Specification (Format enclosed), (ii) Filled in Standard Terms & Conditions for Procurement of Equipment (Format enclosed), (iii) Un-Priced Bid [In the formats of Technical Specification / Scope and typical Annexures, confirming that the prices are quoted in price bid], (iv) Declaration with regard to Registration with BHEL (Supplier Registration Form to be filled and submitted online through our website www.bhel.com), (v) All relevant enclosures of above documents / formats, (vi) Complete technical / commercial details along with catalogues / instructions and (vii) Shipping weight and cubage (length, width & height) size of packing.
4	<b>Cover - III (Part-II) : PRICE BID:</b>
(a)	Prices are to be indicated as per Un-Priced Bid as per detail as well as in conformity with terms as submitted in Part-I. Bidders are required to quote as per enclosed format. All applicable taxes and duties are to be indicated clearly in the offer. The comparison between indigenous and foreign bids shall be done based on landed (FOR DESTINATION) price basis. Processing of any optional item is at the discretion of BHEL. <b>Offer with any preconditions for price will be rejected.</b>
(b)	The bidders should submit their best price at this stage itself. They will not be allowed to revise the price during validity period.

<b>B</b>	<b>GUIDELINES:</b>
1	The sealed tenders superscribing Tender Number, Due Date & Name of the Supplier should be addressed to <b>Manager / Purchase (CG), Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 502 032</b> . The sealed tender should contain three separate sealed covers. The first cover containing DD superscribing TENDER FEE & EMD along with Tender Number, Tender Due Date & Name of the Supplier. The second cover containing the technical part, including all commercial terms (except price) and un-priced bid, superscribed as TECHNICAL-CUM-COMMERCIAL and UN-PRICED BID along with Tender Number, Tender Due Date and Name of the Supplier. The third cover containing only the prices super-scribed as PRICE BID along with Tender Number and Name of the Supplier. These three covers should be sealed individually and all three covers should be kept in another sealed cover superscribed with Tender Number, Due Date and Name of the Supplier.
2	The Covers-I & II, consisting of cost of tender documents as well as techno-commercial bid, will be opened first. Non-receipt of D.D. for the tender cost and EMD will lead to rejection of offer.
3	The Technical-cum-Commercial offer will be discussed, finalised and only then the price bid of the technically acceptable offers will be opened.
4	<b>If a Supplier submits only one cover containing either techno-commercial bid or price bid or one combined bid i.e. techno-commercial bid &amp; price bid together, the offer is liable be rejected. Non-receipt of D.D., for tender cost &amp; EMD is likely to lead for rejection of the offer. The Cover-I will be opened first.</b>
5	If a Supplier is not interested to participate in a tender for which enquiry was either forwarded or purchased by them, supplier has to inform the same through a "REGRET LETTER" before opening date, by e-mail or letter. <b>If not complied the concerned Supplier may not be considered for future requirements.</b>
6	BHEL reserves its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions.
7	All the bidders are to submit their offers by filling in the format of the BHEL tender documents.
8	Tenders should be duly signed and stamped and free from Corrections and Erasures. Corrections, if any, must be attested.
9	Tenderers are to know the applicable laws of Government of India and applicable taxes and duties.
10	In case of price bid, price break-up should be in line with technical specification / scope of the tender.
11	In case of Technical-Cum-Commercial bid, un-priced bid has to be used to indicate relevant commercial implications without indicating price. Terms & Conditions of Letter of Credit (L/C) are indicated herein for acceptance.
12	The equipment offered shall be strictly conforming to the specification and for complete unit including accessories (if any) and spares as per Tender.
13	No offer for individual accessories or part of equipment will be accepted.
14	<b>Supplier shall bear the L/C confirmation charges in case of confirmed L/C amended on his request.</b>
15	Bank charges out side India are to the Supplier's account.
16	In case of L/C extension caused by delays, attributable to the Supplier, the L/C extension charges are to be borne by the Supplier.
17	Any free replacement due to short supply or warranty replacement will attract customs duty etc. All such extra expenditure to BHEL will be recovered from Supplier. Otherwise the same will be recovered from 20% balance payment, from agency commission, etc.
18	Quotation for recommended spare parts as per O&M with break-up for two years should be indicated in the offer as essential spares. <b>In order to arrive at the lowest offer, BHEL will include cost of essential spares in the total cost unless specified otherwise in Technical Specification / Approved Scope.</b>
19	In the event that if any essential spares are not quoted though the same has been asked for and subsequent it is found that this is required, then BHEL reserves its right to recover any consequential loss due to the machine failure during 2 years from the Equipment Supplier.
20	Supplier will have to ensure deputation of their Engineers for Erection & Commissioning or for attending to any complaint during warrantee / guarantee period within 15 days' of intimation. In case of delay BHEL reserves the right to get the job completed at the risk and cost of the Supplier. This does not amount to breach in contract clause by BHEL.
21	BHEL reserves its right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units. BHEL will do the performance evaluation as mentioned at Clause:13 in the Standard Format.
22	Income tax which is to be deducted at source on E & C Charges / Services Charges / Technical Fees are to be borne by the Supplier / Service Provider.

23	BHEL will have the option to pre-inspect the machine / equipment at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL but that does not absolve the Supplier from giving the performance as agreed upon. The final inspection will, however, be carried out at BHEL's works at Hyderabad.
24	Pre - inspection & Training to BHEL Staff : Travel & other local stay cost for the Engineers sent by BHEL will be to BHEL account. Any training charges either at Suppliers' works or any other place will be borne by the Suppliers.
25	The manufacturing progress will have to be furnished to BHEL periodically in the form and manner required by BHEL.
26	Supplier must submit with their offer, list of Customers [with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any)] to whom they have supplied same / similar machine in the past five years. The date of supply should also be indicated. This is applicable unless specified otherwise in Technical Specification.
27	The quotation should be valid at least for a period of 180 days from the tender opening date. Price quoted should be on firm price basis. Price Variation Clause within this period will not be entertained.
28	The quotations including the price bids of technically qualified tenderers will not be returned back under any circumstances.
29	<b>Tenders will be received upto 10.00 Hours on the said due date and will be opened on the same day at 14.00 Hours.</b>
31	Tenders received after due date and time of tender opening shall be treated as LATE tenders (irrespective of the mode of dispatch) and will not be considered for evaluation.
32	Five (5) sets of Operation & Maintenance Manual shall be supplied along with the equipment.
33	Complete Technical-cum-Commercial offer should be submitted in two sets, one original and another copy. The offer should invariably contain Signature & Office Stamp of the Supplier.
34	The Suppliers are responsible for design of the foundation and ensuring correctness of the foundation prior to Erection & Commissioning of the equipments.
<b>C</b>	<b>BASIS OF EVALUATION OF LOWEST BIDDER:</b>
1	Evaluation of lowest bidder will be made considering the price of the basic equipment, cost of accessories, essential spares, training charges, erection and commissioning charges, component prove-out charges, CIF charges (if any), applicable taxes and duties, applicable freight and insurance charges (Insurance upto BHEL Hyderabad) and charges associated with any other items / services mentioned specifically in the tender. Optional items / services will not be considered for the purpose of evaluation unless or otherwise these are mentioned / communicated to the participating qualified Suppliers.
2	<b>For the purpose of comparing prices, tender prices shall be converted to Indian rupees . For evaluation, exchange rate (TT Selling Rate of SBI) as on scheduled date of tender opening (Part - I bid in case of two part bid) shall be considered. This exchange rate will be followed till placement of order.</b>
3	<b>Placement of order will be considered only for lowest offer on Total Cost to BHEL basis.</b>
4	With respect to conformance to BHEL's tender document, if any Supplier's offer is found to be incomplete in respect of quoting against any items / services, BHEL will have the option of loading such offer with the highest quote submitted by other participating Supplier in the tender. For example, if the offer of a Supplier does not include cost for Spares / FOB Charges / Training Charges, etc., highest price offered by others will be loaded to evaluate the lowest bidder. But the order will be placed on the price quoted by the party without affecting the scope of supply.
<b>D</b>	<b>TERMINATION CLAUSES:</b>
1	BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.
2	Obtaining the Export Licence, if required, is the responsibility of the Supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent Supplier has to give the undertaking and BHEL has a right to encash Contract Execution Bank Guarantee(CEBG).
<b>E</b>	<b>INDIAN AGENT:</b>
1	BHEL shall deal directly with foreign vendors, wherever, 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.

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/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.
4	Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
5	Tax deduction at source is applicable to the agency commission paid to the Indian agent as per prevailing rules.
6	In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives/ associate/ consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
7	The "Guidelines for Indian Agents of Foreign Suppliers" enclosed.
8	The supply and execution of the Purchase Order (including indigenous supplies/service) shall be in the scope of the OEM/foreign principal. The OEM/foreign principal should submit their offer inclusive of all indigenous supplies/services and evaluation will be based on 'total cost to BHEL'. In case OEM/foreign principal recommends placement of order(s) towards indigenous portion of supplies/services on Indian supplier(s) agent on their behalf, the credentials/ capacity/capability of the Indian supplier(s)/agent to make the supplies/services shall be checked by BHEL before opening of the price bids as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. It will be the responsibility of the OEM/foreign principal to get acquainted with the evaluation requirement of Indian supplier/agent as per SEARP available on www.bhel.com.
<b>F</b>	<b>BANNED VENDORS</b>
	The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
<b>G</b>	<b>CONTRACT EXECUTION BANK GUARANTEE (CEBG)</b>
1	The CEBG shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alternations or extensions of time as may be made, given, conceded or agreed to between the Supplier / Vendor and BHEL under these Terms & Conditions or otherwise.
2	The CEBG furnished by the tenderer will be subject to the terms and conditions of the Contract finally concluded between the parties and the BHEL will not be liable for payment of any interest on the CEBG or any depreciation thereof.
3	Non-acceptance of CEBG is liable to reject the offer. The successful bidder shall be required to furnish CEBG within two months of the acceptance of LOI/P.O.
	Note : In case of non submission of CEBG within two months, BHEL shall charge @ 1.5% per month on the CEBG amount for the delayed period portion beyond 2 months and deduct the same in the final bill.
4	The CEBG should be furnished as per proforma enclosed in Annexure-IV. The CEBG shall be in the currency of the purchase order. The CEBG from foreign suppliers should be from any Bank of international repute. same should be confirmed by our consortium bank in India and are payable in India.. The CEBG shall be refunded / bank guarantee released on application by contractor after commissioning of the equipment and after it has discharged all his obligations under the contract and produced a certificate from BHEL, certifying due completion of the work and submitted a 'No Demand Certificate'.
<b>H</b>	<b>PERFORMANCE BANK GUARANTEE:</b>
1	Performance Bank Guarantee should be as per proforma enclosed in Annexure-IV. The PBG shall be submitted along with joint protocol as per Annexure-V for effecting the balance 20% payment.
2	Performance Bank Guarantee of foreign suppliers should be confirmed by our consortium bank in India and are payable in India..
3	Performance bank guarantee shall be released on application by the Contractor after commissioning of the equipment and after he has discharged all his obligations under the Contract and produced a certificate from BHEL, certifying due completion of the work.

<b>I</b>	<b>GUIDELINES FOR ACCEPTING BANK GUARANTEES</b>
1	As far as possible the Bank Guarantee should be from any of the BHEL Consortium Banks (Annexure-VI)
2	BGs of PSU Banks in addition to consortium banks only are acceptable for indigenous suppliers.
3	In case of BGs issued by non-consortium PSU Banks the same are to be enforceable at Hyderabad
4	In case of Bank Guarantees issued by Foreign Banks, the same should be confirmed by our consortium bank in India and are payable in India. In exceptional cases where no consortium Banks are available the Bank Guarantee should be attested by Indian Embassy and to be registered in India.
5	Bank Guarantees to be submitted by the suppliers towards CEBG or performance bank guarantee should be sent to BHEL, Hyderabad directly by the issuing Bank under Registered Post (A/D) only.
<b>J</b>	<b>TERMS &amp; CONDITIONS FOR LETTER OF CREDIT (L/C):</b>
1	Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the above import Licence No and certifying goods evidencing shipment / airfreight of the above merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. The Indian agent's commission, if any, is payable in India in Indian rupees only calculated based on the conversion rate on the date of opening the tender.
2	Certificate of Country of Origin, issued by an independent third party like Chamber of Commerce.
3	One set of Original and two sets of Non-negotiable copies of 'signed', 'clean on board' Ocean Bill of Lading of a Conference Line Vessel, showing Government of India Account M/s. Bharat Heavy Electrical Ltd, Unit:HPEP, Ramachandrapuram, Hyderabad as consignee (The opening bank should not be notified as consignee), marked freight prepaid / payable at destination, OR Airway Bills / Air consignment notes / House Airway Bills showing the applicant as the consignee and marked freight prepaid / payable at destination, indicating flight number and date.
4	Packing list in 4 copies in English, indicating dimensions of each case / bundle / piece shipped, with weight and number of items it contains.
5	Certified copy of the cable / fax sent by the beneficiary to the applicant (Fax No. 0091-40-23183282) giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (a) Purchase Order number & date; (b) Bill of Lading No & date / Airway Bill No & dated and Flight no & date; (c) Name of vessel; (d) Port of Loading; (e) No of case / pieces and weight; (f) Invoice no, date and value (g) Purchase Order item number's despatched. The cable / fax is to be sent within 3 days of shipment.
6	Beneficiary's certificate showing the relevant airmail / courier reference no and date that the following clauses have been complied with :
7	(a) Beneficiary should forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 days of obtaining shipping documents to Regional Manager (ROD), Bharat Heavy Electricals Ltd, World Trade Centre, Cuffe Parade, Colaba, Mumbai - 400 005, India (Fax No. <b>0091-22-22187850 / 22180748</b> )  (b) Beneficiary should forward 3 copies of complete set of non-negotiable documents to the Officer who released the Purchase Order.
8	Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.
9	Manufacturer's Inspection / Test certificate in triplicate.
10	Manufacturer's Normal Guarantee / Warrantee certificate as per Purchase Order. The material should be guaranteed for a period of 24 months after putting into service.
11	Certificate from Shipping company or its agent that carrying steamer is seaworthy and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time.
12	Inspection / Test Certificate issued by M/s Lloyds Register of Industrial Services or as specified in the Purchase Order.
<b>K</b>	<b>CONDITIONS FOR TRANSPORTATION:</b>
1	All documents must show the Purchase Order No & Date, Import Licence No & Date, Letter of Credit No & Date.
2	Transshipment is Prohibited.
3	Loading on deck not permitted.

4	A transport document which is produced or appearing to have been produced by reprographic, automated or computerised systems or as carbon copy will be accepted as an original document provided that it is marked as original and where necessary, appears to be signed.
5	The transport document must contain all the conditions of carriage on the original document.
6	The transport document must not indicate the place of destination as being different from the port of discharge.
7	The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.
8	The transport document must be issued by the carrier or his agent and not by any freight forwarder.
9	The transport document must not contain a provision that goods may be carried on deck.
10	Transport documents bearing reference by stamp or otherwise to costs additional to the freight charges are not acceptable.
11	The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 21 days after the date of shipment / airfreight and in any case not later than the expiry date of the Credit.
12	Each case / bundle / piece should be painted with 4 " wide yellow colour strip around it for facilitating easy identification at port of discharge.
13	In case of consignments where individual items are listed in the packing list / Invoice, the price and values for each & every item should be indicated.
<b>L REVERSE AUCTION (RA) / ON LINE BIDDING ON INTERNET:</b>	
1	BHEL reserves the right to resort to Reverse Auction Procedure i.e. On Line Bidding On Internet, instead of Opening the submitted sealed bid, which will be decided after technical evaluation. The General Terms & Conditions for RA are as below:
2	For the proposed reverse auction, technically and commercially accepted bidders shall be eligible to participate.
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	BHEL will inform the Supplier in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
5	Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
6	Suppliers have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
7	Based on the accepted commercial 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, loading factors (for non-compliance to BHEL Standard Terms & Conditions), etc. for each of the Supplier to enable them to fill-in the price and keep it ready for keying in during the Auction. Suppliers have to confirm acceptance of the working sheet before the commencement of RA.
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 the network.
10	The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
11	Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of Supplier to conduct business with BHEL as per prevailing procedure.
12	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.
<b>Note : The bidders should comply with the above Terms &amp; Conditions. Non-adherence may lead to rejection.</b>	



**STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT**

**[FORMAT TO BE FILLED-UP BY THE SUPPLIER]**

**VENDORS HAVE TO OFFER THEIR TERMS IN THE ALLOTTED COLUMN AND SHALL IDENTIFY DEVIATIONS DISTINCTLY.**

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
01	<b>Terms of Delivery:</b>		
(a)	<b>Indigenous Supplies :</b> FOR - Destination means FOR - B.H.E.L. Hyderabad stores. (Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices) . <b>Ex-works is not acceptable.</b>		
(b)	<b>Foreign Supplies :</b> Foreign supplies have to be made on Incoterm CIF basis (i.e. Inclusive of Sea/Air worthy packing and inclusive of all freight and Insurance upto Mumbai Sea Port . Foreign supplies will be loaded with 2.1% towards inland freight & insurance from Mumbai to BHEL Hyderabad stores for tender evaluation purpose. Notes: i)Offer with terms of delivery other than CIF are liable for rejection. ii)Trans-shipment strictly not permitted, please refer instructions point no:K-2 in this regard.		
(c)	In case,any shortage is noticed viz-viz PO requirement in the main equipment/spares,such shortage shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc.upto destination for such short supplies shall be borne by the supplier. Please also note that any short supply will attract imposition of penalty on the total P.O. value.(Supply+Commissioning).		
02	<b>Delivery Period:</b>		
	The Bidder should quote their earliest schedule for Supply and Commissioning against the schedule indicated in the Tender schedule of the NIT. Bidder should quote time period separately for "Supply", "Commissioning" of equipment. BHEL, however, reserves the right not to accept an offer not meeting the NIT schedule. The supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL.		
	Any offer beyond the "max.acceptable delivery period" shall be rejected. All offers which do not confirm to the specified delivery period mentioned in tender schedule , but are within the "max. acceptable delivery period" shall be loaded for the delayed delivery beyond 'X' @ 0.5% per week or part thereof subject to a maximum of 10% of the supply value.		
03	<b>Payment Terms &amp; CEBG Clause:</b> Offer with deviations to BHEL Payment Terms will be loaded as under.a)Bench Mark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of Tender Opening +2%, for the amount and period of relaxation sought by the 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 ii)period and amount of LC w.r.t NIT norms, as per the prevailing bank rates. Offers with non-acceptance of CEBG Clause and insistence of advance payment are liable to be rejected. In no case BHEL shall accept liability towards interest.  Payment terms mentioned here under for Indigenous and Imported Offers.		
(a)	<b>Terms of payment for Indigenous Offer:(Commissioning is to be done by vendor)</b>		
	80% payment of supply value will be made on 45th day from the date of receipt of material at BHEL (date of goods receipt (GR) ). Balance 20% of supply value + 100% Commissioning portion of P.O. value will be paid after successful commissioning of the equipment and subjected to submission & acceptance of Performance Bank Guarantee of 10% of contract value valid for 30 days beyond the guarantee period.		
(b)	<b>Terms of Payment for Foreign Offers:(Commissioning is to be done by vendor)</b>		
(i)	Total supplies are to be from Foreign Source. Where the payments are through LC (LC opening charges are to be loaded) payment of supply value shall be 80% on dispatch and 20% on issue of Commissioning certificate.Payment of Commissioning value shall be made against Commissioning certificate issued by BHEL. Commissioning certificate shall be issued on satisfactory completion of Erection, Commissioning, Job proving, Performance tests, Training to operators etc. as envisaged in PO. The L.C. shall be opened by BHEL as per the following. 1) 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 the P.O.(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 the P.O. 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 P.O.or L/C and submission of Pre Dispatch Inspection Report of BHEL. This L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
(ii)	<p>When ever there is an Indian Agent to represent a Supplier, it is essential to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of the tender opening. This is payable on satisfactory completion of the contract.</p> <p><b>Note: In order to maintain sanctity of the tender system, it is essential that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers, all the offers associated with the Agent will be rejected.</b></p>		
(iii)	<p>The second irrevocable &amp; unconfirmed letter of credit for 20% &amp; Commissioning Charges will be opened 15 days prior to the scheduled and confirmed arrival of the technicians of supplier with their names The validity of this L/C would be sufficient to cover the period required for the completion of Commissioning + 21 days as negotiation period. This L.C can be negotiated i)after completion of the Commissioning of the equipment in BHEL. This is subject to the submission of Performance Bank Guarantee for 10% of contract value valid for 30 days beyond the Guarantee / Warranty period of 24 months from the date of commissioning. The bank guarantee is to be attested by Indian Embassy &amp; to be registered in India. PBG confirmation charges shall be borne by vendor.</p>		
4	<p>CONTRACT EXECUTION BANK GUARANTEE(CEBG) The successful vendor shall have to furnish a CONTRACT EXECUTION BANK GUARANTEE(CEBG) for 10% (TEN percent) of the Total PO value in the prescribed format within 30 days from the date of PO but before LC opening. CEBG shall be from the one of the consortium banks of BHEL or from a reputed bank and confirmed by any consortium banks of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor. CEBG shall be kept valid until 30 days after the date of Commissioning certificate, which will be issued on completion of Commissioning of equipment which includes Erection, Commissioning, Job proving, Performance tests, Training to operators etc. as prescribed in PO.Under all circumstances, CEBG shall be kept valid, till the PBG becomes operational. If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel the PO and forfeit 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>	<b>NOT APPLICABLE</b>	<b>NOT APPLICABLE</b>
i	CEBG may be given in the form of Cash/Demand Draft, to be deposited in favour of BHEL Ramachandrapuram	<b>NOT APPLICABLE</b>	<b>NOT APPLICABLE</b>
ii	Note : In case of non submission of CEBG within two months, BHEL shall charge @ 1.5% per month on the CEBG amount for the delayed period portion beyond 2 months and deduct the same in the final bill.	<b>NOT APPLICABLE</b>	<b>NOT APPLICABLE</b>
5	<p><b>Warranty / Guarantee Period:</b> Equipments shall be guaranteed against workmanship, materials used, design and performance should be for a period of 24 months from the date of commissioning of equipment, unless otherwise stipulated in the specification.</p> <p><b>Loading Factor for non-acceptance of Guarantee Period:</b> Less than 24 months from commissioning will attract loading of AMC charges for difference of quote with warranty / guarantee period. Example : If a Supplier provides 18 months guarantee period, in place of 24 months, then the difference of 6 months will be loaded with AMC charges of 4% per annum for difference period of 6 months i.e. 2% of total cost will be loaded for evaluating lowest bidder.</p>		
6	<p><b>Penalty for Delay in "Supply" &amp; "Commissioning":</b> For the purpose of penalty for delay in "Commissioning" of the equipment, the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.</p> <p>Penalty for Delay in "Supply" and / or "Commissioning" will be applicable for the delays attributable to vendor. Penalty will be considered separately for "Supply" &amp; "Commissioning".</p> <p>Rate of penalty for delayed supply shall be at the rate 0.5% per week of delay of total PO value (supply + Commissioning) in supply subject to max. of 10% of total PO value (supply + Commissioning).</p> <p>The Rate of penalty for delayed Commissioning shall be at the rate 0.5% per week of delay of total PO value (supply + Commissioning) in Commissioning subject to max. of 10% of total PO value (supply + Commissioning).</p> <p>Max. penalty for delay in "Supply" &amp; "Commissioning" together shall be limited to 15% of total PO value (supply + Commissioning).</p> <p>In case PO includes more than one machine, the penalty shall be at the rate 0.5% per week of delay on total PO value (supply + Commissioning) for the delayed machine.</p> <p>Loading on account of non acceptance of penalty for delayed supply and / or Commissioning shall be as under:</p> <p>In case any bidder is not accepting the above penalty for delayed supply and / or Commissioning, the offer the bidder shall be loaded to the extent to which it is not agreed by the bidder.</p>		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
	<b>Loading Factor for non-acceptance of Penalty Clause:</b> It will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Example : If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded on supply value for evaluating lowest bidder.		
7	<b>Performance Bank Guarantee (PBG):</b> The Supplier shall submit a PBG for 10% of the contract value valid for 30 days beyond Warranty / Guarantee period. Please refer clause: H of Instructions. Offers with non-acceptance of Performance Bank Guarantee clause are liable to be rejected. Offers with less acceptance of PBG than the specified period and or value shall be loaded proportionately, during evaluation of the lowest bidder.		
8	<b>Erection &amp; Commissioning (Commissioning) Schedule:</b> Supplier to specify clearly the time period for erection & commissioning of the equipment starting with date of intimation by BHEL regarding site readiness. The bidders should quote their earliest schedule against the schedule indicated in the NIT(Tender Schedule)		
9	<b>Erection &amp; Commissioning (Commissioning) Charges:</b> Erection & Commissioning value will include services to be rendered at BHEL like Erection, Commissioning, Job proving, performance testing, training to operators etc. Commissioning 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 Commissioning values are not mentioned in the offer, value for Commissioning portion shall be deemed to be considered as the value indicated in NIT and accordingly supply value will be adjusted from that quoted value and balance will be released as Commissioning payment.		
10	<b>Essential / Mandatory Spares:</b> Supplier to specify clearly the charges of Essential / Mandatory Spares in the form of <b>Extra</b> only (Itemized break-up shall be given). Requirement of technical specification need to be complied with.		
11	<b>Validity:</b> Supplier to mention clearly the validity of the offer [Minimum 180 days from tender opening date].		
12	<b>Risk Purchase:</b> If the vendor fails to deliver the goods beyond penalty period specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. <u>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms</u>		
13	<b>Reverse Auction:</b> BHEL intends to Finalize the Tender through Reverse Auction. Please furnish the details as requested below along with the confirmation to RA. BHEL reserves the right to decide the tender through Reverse Auction (RA) route. BHEL will decide (after technical bid opening), at its discretion, to process the tender through Reverse Auction or by opening price bids. Vendors are advised not to quote higher prices in price bid, presuming that there will be an opportunity to reduce the same during Reverse Auction. In case BHEL decides to process the tender by opening the price bids instead of Reverse Auction, there is no provision for revising the quoted prices and vendors may lose the opportunity in view of the higher prices, if any, quoted by them. BHEL reserves right to reject the offers not accepting for RA.		
13.1	Name of the Representative participating in the RA:		
13.2	Address of the Company:		
13.3	Landline No.:		
13.4	Fax No.:		
13.5	Mobile No.:		
13.6	E-Mail Id		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
14	DECLARATION:VENDORS SHALL GIVE A DECLARATION THAT PARTICULAR COLUMNS GIVEN IN THE NIT DOCUMENTS HAVE NOT BEEN ALTERED BY THEM		
15	<b>PDI inspection</b> :- PDI Invitation shall be given two months before the Purchase order delivery date and PDI shall be completed 15 days before the P.O. delivery date. Vendor to Confirm.		
16	Bidder can also submit offer through email at his own risk. The offer to be submitted in two parts. <b>Technical offers to be submitted to <a href="mailto:technicalbid@bhelhyd.co.in">technicalbid@bhelhyd.co.in</a>, and price bid to be submitted to <a href="mailto:pricebid@bhelhyd.co.in">pricebid@bhelhyd.co.in</a>.</b> Interchanging the information in the mails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is no way responsible for non receipt of offers sent thru email due to server break down / Internet failure / transmission error etc. In case of e-mail offers, the mail subject should contain <b>Enquiry No., Due date and Supplier name.</b> Supplier address including contact details shall be mentioned in the content of the mail. Without these details offer may be liable for rejection.		
17	<b>Taxes &amp; Duties: (For Foreign Bidders, standard taxes applicable for importing will be applicable)</b>	Vendor to confirm whether Offered Price is inclusive/exclusive of below taxes	
	Excise Duty @	Vendor to specify applicable ED	
	VAT / CST @	Vendor to specify applicable VAT/CST. Bidder to write clearly VAT (or) CST and applicable rate	
	Service Tax	Vendor to specify applicable Service Tax	
18	If Bidder is distributor/dealer of the OEM (Original Equipment Manufacturer), please enclose valid Authorisation letter issued by the OEM in the techno-commercial bid.	Vendor to Enclose & write Enclosed. (If Bidder is OEM, write "Not Applicable-OEM" here)	
19	Un-Priced Bid	Vendor to Enclose enclose Un-Priced bid and shall write "Enclosed" here	
20	Address on which PO is to be released	Vendor to specify the complete Address along with the Land line number and Fax number	
21	Contact Details	Vendor to furnish the name, E-mail ID and mobile number of the person for correspondance	
<b>Note : The bidders should comply with the above Terms &amp; Conditions. Non-adherence may lead to rejection. Also refer Annexure -A for important general</b>			

**Annexure - A**

	<b>Guidelines for Indian Agents of Foreign Suppliers</b>
1.0	Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e.Principal) before finalizing the order.
2.0	<b>Disclosure of particulars of agents/representative in India, if any</b>
2.1	Tenders of Foreign nationality shall furnish the followign details in their offers:
2.1.1	A. the Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent /representative be a foreign company, it shall be confirmed wether it is existing company and details of the same shall be furnished.
2.1.2	B. The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
2.1.3	C. Confirmation of the Tender that the commission/ remuneration, if any, payable to his agent/representatives in India, may be paid by BHEL in Indian Rupees only.
2.2	Tenders of India Nationality shall furnish the following details in their offers:
2.2.1	A. The Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and adderss of the foreign principals, if any, indicatig their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
2.2.2	B. The amount of commission/remuneration included in the price(S) quoted by the Tenderer for himself.
2.2.3	C.Confirmation of the foreign principals of the Tender that the commission/remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or suppliers of stores and spares in case of operation items.
2.3	In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneraion, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
2.4	Failure to furnish corrrect and detailed information as called for in paragraph 1 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of named sum.

## Annexure-B

This format is applicable only to Indian Suppliers/Agents supplying indigenous portion of Foreign Purchases.

\* In all other cases, extant guidelines of SEARP,2010 are to be followed.

SEARP (SRF) Clause No	Detail
	Name & address of the firm
1.0	Products/Systems/Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business 1. Attach <b>authorization letter</b> and <b>agency agreement</b> from Principal (from whom capital equipmet is procured) 2. Attach copy of declaration from Foreign Principal for total <b>guarantee/warranty of indigenous supplies</b>
3.3	Year of establishment
3.4	Year of commencement of business
4.0	<b>Registration particulars</b>
4.1	Permanet Account No.
4.2/4.3	Sales Tax /Tin No
4.6	Service Tax No.(in case of E&C)
5.0	<b>Organisation strength</b>
6.0	<b>Other particulars</b>
6.1	If the company is already registered with other units
6.2	Directors/Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.1	Details of pending legal issues with BHEL
6.1	Bank Account information
9.0	<b>Financial information</b>
9.6	Sales/Turnover details of last 3 years (or from the date of incorporation whichever is less)

## DO's & DON'T's (INDICATIVE LIST only)

### Dos

1.	Dos	Consequence of non compliance
2.	Ensure that tender cost is submitted along with offer	Offer will be summarily rejected without notice.
3.	Sign on the covering letter	Offer will be treated as invalid and rejected
4.	Adopt the format given in the tender document for specification and commercial terms.	It will delay evaluation of tender and leads to a lot of avoidable correspondence
5.	Reference details, wherever sought, are to be given	This is very important for pre-qualification clause of the specification. Please ensure all related enclosures are attached.
6.	Use the format of Technical specification cum Compliance Certificate given in the tender documents only	May lead to wrong capture of document details. It may lead may also lead to rejection of the offer.
7.	Enclose Valid agency agreement copies along with the offer in case the foreign vendor wants to avail their services	Absence of / Invalid agency agreement will violate regulatory guidelines. Hence the offer will not be considered
8.	Submit the tender well with in the tender due date	Request for extension will be given at the sole discretion of BHEL.
9.	Accept Reverse Auction (RA) as it gives the vendor to fine tune their price offers	BHEL reserves the right to reject the offer, if RA is not accepted.
10.	Accept Standard BHEL commercial terms	Non acceptance will result in invocation of loading factors.
11.	All local vendors have to give statutory levies like ED/CST/VAT / Service tax/ Works contract tax clearly.	In the absence of these details vatable credits, which will have a bearing on tender priorities, will not be considered.
12.	Foreign vendors have to clearly understand the statutory levy clause in the commercial terms and conditions and note that Services rendered in India are subjected to service tax and Tax deduction at source clauses.	If the same is not accepted by vendor, it will be included in the landed cost of the vendor.

### Dont's

1.	Dont's	Consequence of doing
2.	Please do not give price in techno-commercial offer when the tender is a two part bid	It will undermine bidder's competitive position and also affects transparency.
3.	Don't enter into agency agreements with Indian agents after submission of offer.	Such agreements are invalid as per regulatory guidelines.
4.	While healthy comparative evaluation emphasizing the strengths of your product over other products available in market is acceptable, don't evaluate the technical offers of your competitor in an accusatory tone.	Such correspondence will be perceived as litigious in nature and can be perceived as hindering the tender evaluation process.
5.	Don't give price of main equipment under optional items head, except when specifically asked in the specification.	Optional items will not be considered for tender priority evaluation.

**Important General Instructions :**

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|---|
| 1. Please read the instructions CAREFULLY.  |
| 2. BHEL <b>strongly believes</b> / prefers to <b>deal directly</b> with <b>OEM Vendors</b> . In the event prospective vendor desires to avail the services of Indian Agent, then the principal should ensure the compliance of regulatory guidelines, which require mandatory submission of |

A copy of the agreement between principal and agent. (NOTE: In the absence of this agreement, Indian Agent status can not be accorded and the foreign vendor has to deal directly with BHEL).

Such agreement SHOULD fulfill the following:

- a. Agreement should be in place well before the enquiry date.
- b. It should clearly stipulate the services that are rendered and commercial consideration between them.
- c. It is the responsibility of principal to ensure that your Indian Agent is not representing any other Original Equipment Manufacturer (OEM) in this Tender i.e (Equipment) and to this extent they have to forward an undertaking. This is required because at any stage, if it is found, that your Indian Agent is employee of a banned agency or an employee of banned agent or representing more than one OEM in the same tender then your offer will be disqualified.
- d. Indian Agent will be paid in INR.

The above listed requirements are only indicative and any other conditions stipulated by regulatory agency will be sought while finalizing the tender. Only after meeting all the above requirement your Indian Agent will be recognised by BHEL. Or else it is not possible to accept any agent as your representative. And Correspondence will be directly held with you as far as this tender is concerned.

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|---|
| 4. BHEL encourages prospective vendors to download the tender documents directly from the web as it is simple and time effective.   |
| 5. Please submit your offer well in time without SEEKING time extensions. As this enquiry <del>expansion project</del> is a part of tight schedule project (with monitoring by the ministry), tender due date extension will be an EXCEPTION & not a norm. Vendor has to give valid justification for their plea for extension and BHEL reserves the right to reject the request without any correspondence on the issue. |
| 6. Tender due date extension / corrigendum, if any, will be published on the web-site of the company only. No separate communications will be sent to any body.   |
| 7. For any clarifications on the specifications or tender please email to :---- _____.  |
| 8. Please accept BHEL commercial terms. In the event they are not acceptable please note that LOADING factors will be included in your price while finalizing tender priorities.  |

**Important Instructions while preparing the techno commercial offer:**

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|--|
| 1. Please note that open tender is a two part enquiry and the techno commercial offer will be evaluated first.   |
| 2. Please note that Pre Qualification criteria are the most important clause in the specification cum compliance certification. Ensure that all details as sought in the said clause are given along with documentary proof wherever required. NOTE: BHEL will make independent verification with the information given under this clause. |

3. Please forward a copy of Business Information Report incorporating the rating by an international credit rating agencies like DUN and Bradstreet or Credit Reform, which is a requirement under clause 11 of BHEL standard Terms and conditions for procurement of Capital Goods.

4. Please ensure that Page numbers are given to your offer and the covering letter is duly signed.

5. Please DO NOT give PRICE DETAILS in the techno commercial offer, as the offer will be liable for rejection.

6. Please ensure that offers to technical & commercial terms are given in the format given by BHEL only. Please do not make any changes in the format, but only give your offers in the "Supplier confirmation" column. **Any remarks are to be given in "Deviations" column only.**

7. If any changes are noticed subsequently to the format itself, the same shall be construed as derailing the tender process, and will be dealt accordingly.

**ANNEXURE-IV**

**FORMAT FOR BANK GUARANTEE TO BE SUBMITTED ON Rs.100.00 NON-JUDICIAL STAMP PAPER**

B. G. No. \_\_\_\_\_ Dt: \_\_\_\_\_

This Deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred \_\_\_\_\_ between \_\_\_\_\_ (Bank) herein after called "the Guarantor" (Which expression shall unless repugnant to the context or meaning there of be deemed to include its successors and assigns) of the ONE PART and M/s. Bharat Heavy Electricals Limited ( A Government of India Undertaking ) a company incorporated under the Companies Act, 1956, having its registered office at ' BHEL ' House Siri Fort, New – Delhi 110 049 through its Unit / Division at \_\_\_\_\_ here in after called " the company " ( which expression shall unless WHERE AS M/s. \_\_\_\_\_ ( here in after referred to as the Contractor / Supplier ) have entered into a contract bearing No. \_\_\_\_\_ , dated \_\_\_\_\_ ( here in after referred to as " the Contract " ) for the supply / Construction of \_\_\_\_\_ with the company. AND WHERE AS the Contract inter-alia provides that the Contractor / Supplier shall furnish to the company a sum of Rs. \_\_\_\_\_ /- ( Rupees \_\_\_\_\_ only ) towards security deposit or Bank Guarantee in lieu there of for due and faithful performance of the contract in the AND WHERE AS the Contractor / Supplier has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor/ Supplier and the Guarantor, the guarantor has agreed to give the Guarantee as here in after mentioned in favour of the company.

.... 2/-

(Full Signature of the Executant with seal)

B. G. No. \_\_\_\_\_ Dt: \_\_\_\_\_

**now the deed witnesses as follows**

This Guarantor do here by guarantee to the company the due and faithful performance, observance or discharge of the Contract by the Contractor / Supplier and further unconditionally and irrevocably undertake to pay to the company without demur and merely on a demand, tot he extent of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only ) and claim made by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the Contractor / Supplier making any default in the performance, observance or discharge of the terms,

2. The decision of the company whether any default has been occurred or has been committed by the Contractor / Supplier in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the Contractor / Supplier making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the Contractor / Supplier admits or denies

The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the Terms and Conditions of the Contract or extend time of performance by the Contractor / Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor / Supplier any either to enforce or forbear from enforcing any of the terms and conditions governing the Contract or securities available to the company and the Guarantor shall not be released from its liability under those presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor / Supplier or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor / Supplier or of any other matter or

.... 3/-

(Full Signature of the Executant with seal)

B. G. No. \_\_\_\_\_ Dt: \_\_\_\_\_

3. The Guarantor further agrees that the Guarantee here in contained shall remain in full force and effect from \_\_\_\_\_ to \_\_\_\_\_ i.e. the period that would be taken for the performance of the Contract and it claims satisfied or discharged and till the Company certifies that the terms and conditions of the Contract have been fully and properly carried out by the Contractor / Supplier and accordingly discharge this Guarantee, subject, however, that the company shall have no claim under this Guarantee after \_\_\_\_\_(Date) unless a notice of the claim under this Guarantee has been served on the Guarantor within \_\_\_\_\_ months from the expiry of the said period in

The guarantor undertakes not to revoke this guarantee during the period it is in force except with the previous consent of the company in writing and agree that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor / supplier or the Guarantor shall not

It shall not be necessary for the Company to proceed against the Contractor / Supplier before proceeding against the Guarantor and the Guarantees here in contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor/ Supplier shall at the time when proceedings are taken against the Guarantor here under

The guarantor here by declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf under the power of attorney granted to him by the proper authorities of the guarantor.

The Laws of India shall be applicable for the purpose of this Bank Guarantee and any matter arising out of or in connection with the Bank Guarantee, the place of Jurisdiction shall be at Hyderabad/Sanga Notwithstanding anything contained herein before the Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and shall remain in force from \_\_\_\_\_ to \_\_\_\_\_ with a claim period of \_\_\_\_\_ months thereafter i.e., up to \_\_\_\_\_ (date)

.... 4/-

(Full Signature of the Executant with seal)

:: 4 ::

B. G. No. \_\_\_\_\_ Dt: \_\_\_\_\_

IN WITNESS WHERE OF THE \_\_\_\_\_ (Bank) and M/s. Bharat Heavy Electricals Limited have here unto set and subscribed their respective hands the day, month and year first above written.

SIGNATURE FOR AND ON BEHALF  
OF THE BANK WITH SEAL

**WITNESSES:**

-1

-2

## **ANNEXURE – VI**

### **LIST OF CONSORTIUM BANKS:(OMI-219)**

1. State Bank of India
2. ABN Amro Bank N.V.
3. Bank of Baroda
4. Canara Bank
5. Citi Bank N.A.
6. Corporation Bank
7. Deutsche Bank
8. HDFC Bank Ltd.,
9. The Hongkong and Shanghai Banking Corporation Ltd.
10. ICICI Bank Ltd.
11. IDBI Ltd.
12. Punjab National Bank
13. Standard Chartered Bank
14. State Bank of Travancore
15. State Bank of Hyderabad
16. Syndicate Bank.
17. Allahabad Bank
18. Andhra Bank
19. Bank of India
20. Bank of Maharashtra

21. Central Bank of India
22. Dena Bank
23. Indian Bank
24. Indian Overseas Bank
25. Oriental Bank of Commerce
26. Punjab & Sind Bank
27. UCO Bank
28. Union Bank of India
29. United Bank of India
30. Vijaya Bank
31. State Bank of Bikaner & Jaipur
32. State Bank of Indore (merged with SBI)
33. State Bank of Mysore
34. State Bank of Saurashtra