

**BHARAT HEAVY ELECTRICALS LIMITED**

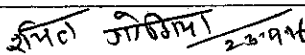
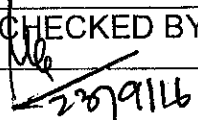

(A Govt. of India Undertaking)

MATERIAL MANAGEMENT DEPARTMENT**PO BHEL, JHANSI UP 284120**e-mail: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in, Tel: 0510-2412459, 2412732**E3660001****Rev 01**

TENDER DOCUMENTS FOR ENQUIRY NO: E3660001 REV 01 FOR FRAMEWORK AGREEMENT/ RATE CONTRACT FOR PROCUREMENT OF ALUMINUM TANK, COVER, COMPONENTS, EXPANSION TANKS & ACCESSORIES ON FINISH BASIS FOR 2 YEARS.

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PREPARED BY.	CHECKED BY	APPROVED BY
 Rachit Gogia Sr Purchase Officer (MM)	 ML Ahirwar DGM (MM)	 CV Rao AGM (MM)

Seal and Signature of Bidder



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SCHEDULE-I

QUALIFICATION CRITERIA FOR FRAMEWORK AGREEMENT (FA)/RATE CONTRACT ENQUIRY NO. E3660001 FOR PROCUREMENT OF ALUMINUM TANK AND ITS ACCESSORIES:

Qualification criteria shall be as under:

1. Bidder should have average annual financial turnover of Indian **Rs. 3.36 crores or equivalent** (for foreign bidders) during last 03 financial years ending 31.03.16. For foreign bidders, the Ex-change rate of last day of particular financial year will be considered for conversion. Bidder has to submit the copy of audited balance sheet for last 3 years as a proof. In case the balance sheet of financial year 2015-16 is not audited, the provisional copy of balance sheet shall be accepted.
2. Bidders must be registered with **RDSO as Part - I category (Regular Source)** for supply of Transformer Tanks for 3 phase Locomotives. Bidder must be appearing in latest RDSO vendor list or documentary proof for the same is to be submitted by vendor before opening of Price Bid / Reverse Auction. Only those bidders who are approved by RDSO in **Part - I category (Regular Source)** for supply of Transformer Tanks for 3 phase Locomotives before opening of Price bid shall be considered for price bid opening / Reverse Auction.
3. In case the bid is submitted by authorized agent / distributor of the manufacturer (OEM), the copy of the valid authorization certificate from OEM must be submitted before opening of Price bid / Reverse Auction.

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e-mail: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in, Tel: 0510-2412459, 2412732**E3660001****Rev 01****SCHEDULE-II****QUANTITIES COVERED BY THE FRAMEWORK AGREEMENT (FA)/ RATE CONTRACT (R/C) ENQUIRY NO. E3660001 FOR 2 YEARS:**

Quantities Covered: Quantity Covered in this Framework Agreement/ Rate Contract enquiry for 2 Years period are as follows:

Sl.No.	Item Description	Quantity (Sets)
1	<p>TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES TO DRG. NO. HST N003287 HSTN003290 AND HSTN003289 (1OF3 & 3OF3) & HSTN310675 INCLUDING SPECIAL PROFILES AND SEAWORTHY CRATES.</p> <p>(FOR LOT 6500 KVA CO-CO LOCO TRANSFORMER)</p> <p>AND /OR</p> <p>TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES TO DRG. NO. HST N003287 HSTN003290 AND HSTN003289 (1OF3 & 2OF3) & HSTN310675 INCLUDING SPECIAL PROFILES AND SEAWORTHY CRATES.</p> <p>(FOR LOT 7500 /7775 KVA BO-BO/CO-CO LOCO TRANSFORMER).</p>	130 sets ± 30%

This requirement is tentative and may vary beyond ± 30% tolerance depending upon BHEL's order book position and production requirement.

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SCHEDULE-III

INSTRUCTIONS FOR SUBMISSION OF TENDER

- The offers against the enquiry shall be submitted in two parts.
Part 'A' : This part will be called Techno-commercial bid and shall be submitted as under:
 - Enquiry documents E3660001 duly signed by bidder.
 - Duly signed Schedule I, II, III, IV, V, VI (without quoting price), VII & VIII (Duly signed Supplier Registration Form as Schedule VIII for non-registered vendors after filling online).**Part 'B'** : This will be called price bid and shall be submitted as duly signed Schedule VI (with quoting price)
- The vendors shall submit Part-A & Part-B in separate envelope super-scribing Enquiry No. E3660001, Part No. of the bid, due date and time of opening as indicated in the tender document.
- The bids shall be submitted only in the format given in the tender documents. It may be noted that each page of the tender document has been signed by BHEL. While submitting the bid, these every pages are to be used in original. The tenderer is also required to sign and stamp each and every page of the tender document clearly bringing out deviations, if any.
- Tenders not complying with the above and other requirements of the tender shall be liable for rejection. Tenderers are therefore advised to read all the documents carefully before submission of the bids and ensure the fulfillment of all the technical and commercial parameters.
- It must be clearly understood that the order concluded pursuant to this tender enquiry shall be governed by the general terms & conditions of the contract as preprinted overleaf of the enquiry. No deviation from these conditions is permitted.
- No over-writing in any of the Schedule of Part-A or Part-B is permitted. Corrections in the bid should normally be avoided. It is advisable that initially the details are filled by the tenderer on a Xerox copy of the documents and checked before final completion. However, when these become essential, tenderer shall score out the incorrect information and put the correct information duly endorsing each correction with his/her signatures.

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SCHEDULE-III

7. **Earnest Money Deposit:** Bidder has to furnish Earnest Money Deposit (EMD) along with the Techno-commercial Bid of their offer for **Rs.2,00,000/-** in form of Demand Draft or Pay order only in Original in favour of **Bharat Heavy Electricals Limited, Jhansi** payable at BHEL Jhansi. Foreign bidders will swift transfer amount equivalent to Rs 2 Lacs in US dollar (computed at exchange rate as per SBI TT selling rate as on date of issue of tender enquiry). This has to be transferred to Account no. 00030320002008 of BHEL, Jhansi, (IFSC CODE- HDFC0000003, SWIFT code- HDFCINBBADEL) and proof of swift transfer to be attached along with Techno commercial bid.

However, the EMD may be waived in following cases:

- Central / State - PSUs / Government departments.
- Micro and Small Enterprises.

For seeking EMD waiver, Bidder has to furnish the latest self-certified copy of the relevant certificate as the case may be along with techno-commercial offer.

- For Central and State PSU's: Self-certified copy of certificate of incorporation is required.
- For Micro & Small industries: Copy of MSMED certificate along with certificate of CA certifying present status of MSMED as per **Annexure-I** is required.

It may be noted that for bidders other than (a) & (b) above, EMD is an essential requirement and waiver of this will not be given. However in very exceptional cases for justified reasons EMD may be waived **at the discretion of BHEL**. Such request should reach us 10 days before due date. Request received beyond the time specified shall not be entertained.

EMD shall not carry any interest.

EMD by the Tenderer will be forfeited as per Tender Documents if, the successful bidder/ vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and for unilaterally changes the offer and/or any of its terms & conditions within the validity period.

EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award/LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Security Deposit Bank Guarantee (SDBG) (Anx II).

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SCHEDULE-III

8. "Integrity Pact (IP)"

- (a) IP is a tool to ensure that activities and transaction between the company and its Bidders / contractors are handle in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) has appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno- commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other word, entering into this pact would be a preliminary qualification.

Details of IEM for this tender is furnish below:

1	Name	Shri D.R.S. Chaudhary, IAS (Retd.)
2.	Address	E-1/164 Arera Colony Bhopal 462016
3.	E-mail	dilip.chaudhary@icloud.com

- (b) Please refer section -8 of the IP for Role and responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matters may be referred to the IEM mentioned in the tender.

No routine correspondence shall be addressed to the IEM (phone /post/ email) regarding the clarification, time extension or any other administrative queries, etc. On the tender issued. All such clarifications /issues shall be addressed directly to the tender issuing (procurement) department."

9. BHEL reserves the right to go for REVERSE AUCTION (RA) instead of opening the sealed price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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10. In case BHEL decides to go for reverse auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the reverse auction. Those bidders who have given their acceptance to participate in reverse auction will have to necessarily submit 'Online sealed bid' in the reverse auction. Non-submission of 'Online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
11. H1 (Highest) Bidder(s) found during sealed bid auction may not be allowed to participate in reverse auction
12. Bidders who are not registered with BHEL, Jhansi and wish to participate in bidding process to supply this item, may also submit duly filled bid. Such bidder should also submit their **Registration form ONLINE through Vendor Registration** link at www.rdsso.indianrailways.gov.in as per RDSO procedure. Such bidder has to enclose the copy of the acknowledgement received from RDSO / submit an undertaking that they have submitted online application at RDSO.
13. In case the bidder has been approved by RDSO in Part - I category (Regular Source) for supply of Transformer Tanks for 3 phase Locomotives and have been considered for price bid opening / Reverse Auction, the bidder should submit ONLINE Supplier Registration Form (SRF) of BHEL through supplier registration link at www.bhel.com.

We confirm above instructions have been fully understood and the price bid has been submitted exactly in line with format at Schedule- VI without addition of any other terms & conditions and if the price bid is found to be conditional (e.g. minimum order, quantity, slab rate, discount for quantity, different terms & pay etc.); BHEL has full right not to accept our offer.

Signature of Bidder :
Name :
Designation :
Seal :

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SCHEDULE-IV

TECHNO-COMMERCIAL TERMS & CONDITIONS :

1. The Technical requirements for the TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES shall be as detailed at Schedule –I
2. In Price Bid Format Part –B The rate should be quoted per Set on finish basis only for TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES.
3. Rates shall be quoted duly considering the CENVAT/ Custom Duty Benefit credit available on the input material and the corresponding benefit on this account shall be passed on to BHEL.
4. The rates quoted shall be on FOR BHEL Jhansi basis. **Packing, Forwarding, Freight & Insurance** from supplier's works to BHEL Jhansi works shall be in the scope of the bidder.
5. Taxes & Duties shall be extra as applicable on the date of actual delivery. Tenderers are advised in their own interest to familiarize themselves fully with various types of taxes and their rates etc. including entry tax if applicable. It may be noted that evaluation of quoted prices shall be done on the basis of landed cost at BHEL Jhansi which shall be arrived at after loading the prices wherever required. Applicable taxes & duties on the date of offer must be mentioned. If any bidder is found to incorrectly declare less value of ED or "NIL" ED in the offer, his contract will be terminated. For increase in ED rate slab during R/C period, required proof & undertaking will have to be given to this effect before same is admitted by BHEL.
6. The validity of the quotation shall be for a period of minimum 120 days from tender opening date and further it will be extend for 120 days from the date of opening of Price Bid/Reverse Auction.
7. **Payment Terms** :- 100% payment 60 days after receipt and clearance & acceptance of material (SRV Clearance) at BHEL works. The suppliers who are availing SIDBI / HDFC discounting facility (payment by BHEL in about 120 days from the date of invoice) with us will continue to get this facility. These payment terms will be treated as standard terms of payment. The bidders who are covered under MSMED Act- 2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment. However, this facility will be subject to availability of funds. Advance payment terms are not acceptable to us. If any offer received with advance payment terms, offer will be commercially rejected. The bidder who quotes any other terms of payment, their price will be loaded suitably.

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SCHEDULE-IV

Base rate of SBI (as applicable on the date of opening of techno-commercial bid) +6% shall be considered for the period of relaxation sought by bidders.

8. **Manner of Splitting:** Contract may be established with 'n-1' suppliers (where n is techno-commercially accepted vendors) limited to 02 suppliers for execution of this contract and quantity distribution among L1 and L2 would be in the ratio (%) as shown in the below table based on L1 agreed rate.

No of vendors	L1	L2	L3	L4	L5	Total
1	100					100
2	67	33				100

In case there are only two Techno-Commercially acceptable bidders, the quantity may be split in above ratio among L1 & L2 bidders or BHEL reserves the right to load full quantity on L1 bidder.

Note: *The loading under rate contract shall be generally as per quantities allocated to the bidder. However, it will be subject to factors like (a) Suppliers delivery and quality performance during execution of rate contract and (c) Pendency of orders on the supplier. In view of above factors the loading during execution of rate contract may vary substantially with respect to allocated quantity. Performance of supplier shall be monitored and in case the delivery / quality performance is not up to the mark during execution, BHEL reserves the right to either reduce further loading or stop loading till the execution of over dues orders. In such cases the balance allocated full or part quantity of the defaulting vendors may at the discretion of the BHEL Jhansi be re-distributed to other performing and willing vendors of the rate contract)*

The L1 rate will be counter offered to L-2 Bidder for acceptance of L-1 rate. In case L-2 bidder do not accept our counter offer than further counter offering will be done till we have at least two sources. If no bidder accepts the counter offer rate, then the Total quantity will be sourced from L-1 bidder subject to quoted capacity.

9. **Risk Purchase Clause:** If the material is not supplied within the stipulated time schedule, BHEL shall be within its right free to cancel the purchase order and purchase the material through any other source at the risk and cost of the supplier. In such an event it shall be obligatory on the defaulting supplier to make good the loss suffered by BHEL. The above option shall be executed at the discretion of BHEL.

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SCHEDULE-IV

10. **LD Clause:** Failure to supply by the time specified on the purchase order will make the supplier liable to pay unconditional penalty of ½% of the prices of goods in arrear per week or part thereof subject to a maximum of 10% of the delayed portion only of order value unless mutually agreed otherwise. CISF date mentioned on SRV (Store Receipt Voucher) shall be considered as delivery date for LD Purpose.
11. **Guarantee Clause:** All goods shall be free from any defects due to faulty material and workmanship and it will be guaranteed for a period of 24 months from the date of dispatch & 18 months from the date of acceptance of material at BHEL Jhansi works, whichever is later.
12. **Security Deposit Bank Guarantee (SDBG):** The successful vendor shall have to furnish a Security Bank Guarantee in format attached as per Annexure-II towards Successful Execution of contract for **0.5% of the Total Contract value** in the prescribed format within 30 days from the date of Rate Contract. In case of payment made through LC, SDBG has to be furnished within 30 days but before L/C opening. SDBG shall be from one of the Nationalised Banks in India or from a reputed Bank and confirmed by any Consortium Bank of BHEL. All bank charges on account of issuance and confirmation of SDBG whether incurred in India or outside India will have to be borne by the vendor.

SDBG shall be kept valid until 60 days after the date of last Supply or last date of Expiry of contract whichever is later

If the supplier fails to submit the SDBG even within 60 days from the date of PO, BHEL reserves the right to cancel Rate Contract & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.

This BG requirement is mandatory. If it is not accepted, the offer may be bypassed without any further intimation
13. **PVC/ERV Clause:** Price shall be firm during the period of ordering and supply. No Price Variation Clause/ Exchange Rate Variation clause shall be applicable.
14. **Period of Rate contract:** Quantities mentioned in tender are for Ordering for the period of TWO year from date of entering into rate contract and Supply THREE Months thereafter.

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SCHEDULE-IV

15. **Short Closure of Rate Contract:** BHEL reserves the right to short close the Framework agreement/ rate contract before its expiry at its sole discretion.
16. **Inspection:** For tanks which are imported, TC / IC shall be submitted along with supply of material.

For tanks which are manufactured indigenously, pressure test shall be witnessed by BHEL. For the final stage inspection which shall be carried out by BHEL at vendor's works before despatch, the Supplier has to give seven days advance intimation to BHEL for timely deputation of BHEL inspector. After inspection by BHEL, Vendor shall forward BHEL Inspector's clearance report to BHEL. In case RDSO would like to inspect the tanks at vendor's works, CQX, BHEL shall forward the inspection call to RDSO accordingly. Any delay in (a) inspection of pressure test by BHEL and / or (b) final inspection by BHEL / RDSO (from the date of call given to BHEL for final stage inspection to the date of clearance by BHEL/RDSO) shall be factored into the deliveries of the Supplier. For BHEL/RDSO inspection at indigenous vendor's works, 4 additional days plus delay in inspection (if any) will be given over scheduled delivery to take care of inspection process at vendor's works.

In all tanks, be it imported or indigenous, on receipt of material at BHEL Jhansi, final acceptance of tanks shall be given after due inspection by BHEL CQX / RDSO

17. **Fraud prevention policy:** The Bidder along with its associate/ collaborators/ sub-contractors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
18. Bharat Heavy Electricals Ltd does not bind itself to accept the lowest of any tender, but reserves to itself, the right to accept or reject all or a part of any tender at its discretion following BHEL purchase policy & Government guidelines.
19. In all cases of disputes, the matter shall be referred for arbitration. The arbitrator shall be nominated by the Unit Head, Bharat Heavy Electricals Ltd. Jhansi or any other officer nominated by him. The award of Arbitrator shall be final and binding on both the parties.

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SCHEDULE-IV

20. In case of any suit or other legal proceedings under or relating to this tender, the Courts at Jhansi shall have full jurisdiction.

Signature of Bidder :
Name :
Designation :
Seal :

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E3660001**Rev 01**e-mail: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in, Tel: 0510-2412459, 2412732**SCHEDULE-V****TECHNO COMMERCIAL BID (PART-A): Purchase Enquiry No: E3660001**

(Bidder should fill up the blanks on General Part of this page)

BIDDER'S NAME :

.....

ADDRESS :-

.....

General Part:

Sl.	Particulars	Remarks (To be filled by the bidder)
1	Capacity reserved for BHEL Jhansi in nos (Al. Tank) per month. (Minimum capacity of 06 Nos. per month must be reserved for this tender, In case capacity is less than 06 Nos. per month, offer will be rejected) Al Tank (in nos.) per month.
2	Present rate of Excise duty.%
3	Present rate of VAT / CST against form C%
4	Delivery Period required from date of LOI / Purchase order for commencement of supplyin weeks
5	Rate of supply within one month of date of commencement of first supply, and every month thereafter. (In case supply rate is less than 06 Nos. per months, offer will be rejected)	----- Nos

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(Supplier should fill up this bid by putting the tick in accepted / non accepted column)

Sl.	Terms & Conditions	Please tick ✓
1	Item Description TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES TO DRG. NO. HSTN003287 HSTN003290 AND HSTN003289 (1OF 3 & 3 OF 3) & HSTN310675 INCLUDING SPECIAL PROFILES AND SEAWORTHY CRATES. (FOR LOT 6500 KVA CO-CO LOCO TRANSFORMER). And / OR TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES TO DRG. NO. HSTN003287 HSTN003290 AND HSTN003289 (1 OF3 & 2OF3) & HSTN310675 INCLUDING SPECIAL PROFILES AND SEAWORTHY CRATES. (FOR LOT 7500/7775 KVA BO-BO/CO-CO LOCO TRANSFORMER.	Accepted/ Not accepted
2	Rate is to be quoted per no. Aluminum Tank, Cover, Components and Tank's accessories on finish basis.	Accepted/ Not accepted
3	Rates quoted in the price bid are on F.O.R. BHEL Jhansi basis including packing, forwarding and insurance charges.	Accepted/ Not accepted
4	Delivery shall be F. O. R. BHEL Jhansi.	Accepted/ Not accepted
5	Taxes and duties shall be extra as applicable on the date of actual delivery.	Accepted/ Not accepted
6	<u>Risk Purchase Clause:</u> If the material is not supplied within the stipulated time schedule, BHEL shall be within their right be free to cancel the purchase order and purchase the material through any other source at the risk and cost of the supplier. In such an event it shall be obligatory on the defaulting supplier to make good the loss suffered by BHEL. The above option shall be executed at the discretion of BHEL.	Accepted/ Not accepted

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MATERIAL MANAGEMENT DEPARTMENT**PO BHEL , JHANSI UP 284120**e-mail: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in, Tel: 0510-2412459, 2412732**E3660001****Rev 01****SCHEDULE-V**

Sl	Items & Conditions	Please Tick ✓
7	<p>Inspection: For tanks which are imported, TC / IC shall be submitted along with supply of material.</p> <p>For tanks which are manufactured indigenously, pressure test shall be witnessed by BHEL. For the final stage inspection which shall be carried out by BHEL at vendor's works before despatch, the Supplier has to give seven days advance intimation to BHEL for timely deputation of BHEL inspector. After inspection by BHEL, Vendor shall forward BHEL Inspector's clearance report to BHEL. In case RDSO would like to inspect the tanks at vendor's works, CQX, BHEL shall forward the inspection call to RDSO accordingly. Any delay in (a) inspection of pressure test by BHEL and / or (b) final inspection by BHEL / RDSO (from the date of call given to BHEL for final stage inspection to the date of clearance by BHEL/RDSO) shall be factored into the deliveries of the Supplier. For BHEL/RDSO inspection at indigenous vendor's works, 4 additional days plus delay in inspection (if any) will be given over scheduled delivery to take care of inspection process at vendor's works.</p> <p>In all tanks, be it imported or indigenous, on receipt of material at BHEL Jhansi, final acceptance of tanks shall be given after due inspection by BHEL CQX / RDSO</p>	Accepted/ Not accepted
8	<p>LD Clause: Failure to effect supply by the time specified on the purchase order or period of extension granted in writing by BHEL will make the supplier liable to pay unconditional penalty of ½ % (half percent) of the prices of goods in arrear per week or part thereof subject to a maximum of 10% of the order value of only delayed portion unless mutually agreed otherwise.</p>	Accepted/Not accepted
9	Validity of the offer shall be 120 days from the tender opening date and shall extend automatically by 120 days from the date of Opening of price bid.	Accepted / Not accepted

Seal and Signature of Bidder

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**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

MATERIAL MANAGEMENT DEPARTMENT**PO BHEL, JHANSI UP 284120**e-mail: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in, Tel: 0510-2412459, 2412732**E3660001****Rev 01**

Sl.	Terms & Conditions	Please Tick v
10	Payment Terms :- 100% payment after 60 days of receipt and clearance & acceptance of material (SRV Clearance) at BHEL works. The suppliers who are availing SIDBI / HDFC discounting facility (payment by BHEL in about 120 days from the date of invoice) with us will continue to get this facility. These payment terms will be treated as standard terms of payment. The bidders who are covered under MSMED Act- 2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment. However this facility will be subject to availability of funds. Advance payment terms are not acceptable to us. If any offer received with advance payment terms, offer will be commercially rejected. The bidder who quotes any other terms of payment, their price will be loaded suitably. Base rate of SBI (as applicable on the date of opening of techno-commercial bid) +6% shall be considered for the period of relaxation sought by bidders.	Accepted / Not accepted
11	During dispatch of the material, all supplied items shall be properly labeled.	Accepted / Not Accepted
12	Guarantee Clause :- All goods shall be free from any defects due to faulty material and workmanship and it will be guaranteed for a period of 24 months from the date of dispatch & 18 months from the date of acceptance of material at BHEL Jhansi works, whichever is later.	Accepted / Not Accepted
13	L1 bidder will be decided as per following formula: Basic Rate + ED + CST /VAT + Any other Taxes, if applicable, - CENVAT benefit – Input Tax Credit.	Accepted / Not Accepted
14	PVC/ERV Clause: Price shall be firm during the period of ordering. No PVC/ERV Shall be applicable.	Accepted / Not Accepted
15	In case BHEL decides to go for Reverse Auction, you will participate in the Reverse Auction. (please note that Non-conformance to this clause	Accepted / Not Accepted

Seal and Signature of Bidder



BHARAT HEAVY ELECTRICALS LIMITED

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MATERIAL MANAGEMENT DEPARTMENT
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Sl.	may lead to rejection of your Bid) Terms & Conditions	Please Tick v
16	Our general terms & condition attached with the enquiry E3660001 shall be applicable.	Accepted / Not Accepted

Note: If any of the above conditions are not accepted the offer may be liable for rejection.

Person to be contacted :

Telephone No :

Fax No :

E mail Id :

Mobile No:

Signature of Bidder :

Name :

Designation :

Seal :

Seal and Signature of Bidder

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To,
Dy General Manager (MM)
BHEL JHANSI-284129.

Subject: - Price Bid against your Enquiry No. E3660001 for procurement of "AL TANK COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES on finish Basis FOR: LOT 6500 KVA CO-CO LOCO TRANSFORMER AND /OR LOT 7500 KVA/7775KVA/ 'BO-BO' / CO-CO LOCO TRANSFORMER

Total landed cost exclusive CENVAT / Input tax credit for procurement of Aluminum Tanks Cover and accessories as given below :-

Sl .No.	Description	Aluminum Tank for LOT 6500 KVA CO-CO/ 7500KVA/7775KVA/ Bo-Bo / CO-CO Loco Trfr. (Rs. / No.)
(A)-	BASIC RATE (inclusive freight & insurance and all test and documents charges)	
(B)-	Excise duty (if applicable)/ Cenvatable value of Custom duty	
(C)-	CST against form C	
(D)-	VAT (if applicable)	
(E)-	CENVAT / MODVAT benefit (same as B)	
(F)-	Input Tax Credit (same as D)	
(G)-	TOTAL LANDED COST (A + B + C + D - E - F)	In figure
		In words

Seal and Signature of Bidder

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SCHEDULE-VI

NOTE :

The price bid submitted in any other fashion or by adding any condition (e.g. minimum order quantity, rates applicable for specified quantity, discount for quantity, rate based on slabs, rate based on terms of payment etc.), offer shall be liable to be REJECTED even if; offer has been found technically & commercial acceptable before opening of price bid.

Signature of Bidder :

Name :

Designation :

Seal :

Seal and Signature of Bidder

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Regd. Office: BHEL House Siri Fort, New Delhi 110049

*RG
BHEL*

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

MATERIAL MANAGEMENT DEPARTMENT

PO BHEL, JHANSI UP 284120

e-mail: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in, Tel: 0510-2412459, 2412732**E3660001****Rev 01****SCHEDULE-VI****Bidders 'S NAME & ADDRESS:-**
.....**PRICE BID (PART - B) For Foreign Bidders**To,
Dy General Manager (MM)
BHEL JHANSI-284129.

Subject: - Price Bid against your Enquiry No. E3660001 for procurement of "AL TANK COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES on finish Basis FOR: LOT 6500 KVA CO-CO LOCO TRANSFORMER AND /OR LOT 7500 KVA/7775KVA/ 'BO-BO'/ CO-CO LOCO TRANSFORMER

Total landed cost exclusive CENVAT / Input tax credit for procurement of Aluminum Tanks Cover and accessories as given below :-

Sl .No.	Description	Aluminum Tank for LOT 6500 KVA CO-CO/ 7500KVA/7775KVA/ Bo-Bo / CO-CO Loco Trfr. (Per No.)
(A)-	BASIC RATE on CIP BHEL Jhansi or CIF Nhava sheva basic (Incoterms 2015)	
(B)	Name of Currency	
(C)-	Name of Loading Port	

NOTE :

The price bid submitted in any other fashion or by adding any condition (e.g. minimum order quantity, rates applicable for specified quantity, discount for quantity, rate based on slabs, rate based on terms of payment etc.), offer shall be liable to be REJECTED even if, offer has been found technically & commercial acceptable before opening of price bid.

Signature of Bidder :
Name :
Designation :
Seal :

Seal and Signature of Bidder

RG
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SCHEDULE-VII

Ref: BHEL AA:MM:IP:RO1 dtd 1.4.2010

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 110049 (India) hereinafter referred to as The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART.

And

(description of the party along with address)

.....
.....
....., hereinafter referred to as The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART'

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principal mentioned above.

Seal and Signature of Bidder

RS
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BHARAT HEAVY ELECTRICALS LIMITED

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SCHEDULE-VII

Ref: BHEL AA:MM:IP:RO1 dtd 1.4.2010

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular. Before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,

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certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC / PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of **competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.**

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid , **disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.**

2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors" framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

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Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders / Contractors / Sub - contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors / Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

Seal and Signature of Bidder

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- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 **If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act , and the CMD , BHEL has not , within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.**
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

Seal and Signature of Bidder

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Section 9 - Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.**

Seal and Signature of Bidder

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SCHEDULE-VII

11.0 The detail of IEM for BHEL Jhansi is as under:-

<u>Name</u>	<u>Address</u>
Shri D.R.S. Chaudhary, IAS (Retd.)	E-1/164 Arera Colony Bhopal 462016 E-mail: dilip.chaudhary@icloud.com

For & On behalf of the Principal

For & On behalf of the Bidder

Place : _____
Date : _____

Witness 1 : _____
: _____
(Name & Address) : _____
: _____

Witness 2 : _____
: _____
(Name & Address) : _____
: _____

Ref: BHEL AA:MM: IP:RO1 dtd 1.4.2010

Seal and Signature of Bidder

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

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs forMicro / Small (Strike off which is not applicable)
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



Annexure-II

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

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

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

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

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

Annexure-II

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till _____⁶ office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

Annexure-II

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

Date _____ Day of _____

for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

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

¹ NAME AND ADDRESS OF THE EMPLOYER. i.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

2. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

Annexure-II

- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
- b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such; Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- b.2** **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.