



Tender Ref.	BHEL/EPD/MM/VVTB/50001512
Tender Date	18.07.2016
Due date of tender opening	09.08.2016

BHEL-EPD, Bangalore requests offer for procurement of **VARIABLE VOLTAGE TEST BENCH** as per the enclosed **specifications SPECNO:WEX/CPBG/VVTB/18/2016-17**

The offer should be addressed to

Sr.DGM /MM
Bharat Heavy Electricals Ltd
Electro Porcelain Division
PB NO 1245, Indian Institute of Science Post
Bangalore – 560012

So as to reach within 14.00 hours (IST). On or before the Tender due date.

The offers should be submitted in two parts

- I . PART-A: Techno-commercial Bid and
- II . PART-B: Price Bid.

Each Part should be put in a separate sealed cover and the covers should have the corresponding Part name, Tender no, due date and name of the supplier. These two sealed covers should be kept in another sealed cover super scribed with tender number, due date and name of the supplier. Tender Box is located at reception office of BHEL-EPD & named as **Tender Box-EPD**

Techno-commercial offer and Price bid should not be put together in open condition. Only the cover consisting of Techno-Commercial Bid (PART-A) will be opened on the due date in the presence of those vendors or their Authorised representatives who wish to be present. **All corrigenda / addenda / amendments / time extension / clarifications etc., to the tender will be hosted on website www.bhel.com, www.bhelceramics.com only. Bidders should regularly visit websites to keep themselves updated.** BHEL reserves the right to re-float the tender with or without opening the received responses. The tenders meeting our Techno-Commercial requirements will be considered for Price Bid opening at a later date for which eligible vendors will be intimated in due course.

Enclosures:

- i . Technical Specification
- ii . General Terms and conditions with Annexure A TO H.
- iii . Response Sheet (to be filled and duly signed and enclosed with Techno-Commercial offer along with **un priced** Price Bid format)

- iv. NEFT Mandate Form
- v. Third Party Non-Disclosure agreement

For and On Behalf Of BHEL-EPD

V.SOMASHEKARACHARY
Senior Manager – MM

For any queries & clarification PLEASE CONTACT

Contact persons:

- 1) V.SOMASHEKARACHARY/SR.MGR/MM
PH NO:08022182263
MOBILE:9972122099
E-MAIL: som@bhelepd.com

- 2) GOPAL MADBHAVI/DGM/ MM
PH: 00 91 80 22182305/2263/2261
MOB: +919845534724.
e-mail: gopal@bhelepd.com

- 3) AK.SHARMA/SR.DGM/MM
PH: 00 91 80 22182305/2263/2219
MOB: +919449064320.
e-mail : asharma@bhelepd.com

[For any technical queries you may also contact:](#)

[Shri:K.VENKATESH REDDY](#)
[DGM/WEX](#)
[Ph no:080-22182426](#)

PROCEDURE FOR SUBMISSION OF SEALED TENDERS

Bids shall be submitted latest by 14:00 hrs. (IST). on or before due date in a sealed cover separately with bidder's seal super scribed with "Tender Enquiry No., Tender date, Tender due date of opening" in two separate envelopes(i.e. Techno-commercial bid & Price bid) which will be put in a common third envelope, for each bid submitted independently, as follow:

The offer should be submitted in a sealed cover as mentioned in above and it should reach in tender box named BHEL-EPD kept in reception by 14:00 hours (IST) on or before tender due date addressed to:

Sr.DGM/MM
Bharat Heavy Electricals Ltd
Electro Porcelains Division
PB No: 1245, Indian Institute of Science Post
Bangalore – 560012

General Terms & Conditions for Supply of CAPITAL ITEMS (Indigenous)

I. Enquiry / Request for Quotation (RFQ):

- (a) Any Purchase Order of Bharat Heavy Electricals Limited, Electro porcelain Division, Bangalore-560012 (hereinafter referred to as BHEL) resulting from this enquiry shall be governed by **these general terms and conditions listed below and special terms and conditions, if any, provided along with this enquiry of BHEL.**
- (b) Any of the terms and conditions not acceptable to vendor, shall be explicitly mentioned in the quotation. Unless explicitly mentioned in the quotation regarding non acceptability of, all terms and conditions of this enquiry would be treated as fully acceptable for the vendor.
- (c) Unless it is agreed and incorporated in the Purchase Order of BHEL, no counter terms and conditions offered by the vendor shall be applicable / relevant to the contract or transaction herein.
- (d) Any deviation to the terms and conditions not mentioned in the quotation by vendor in response to this enquiry will not be considered, if put forth subsequently or after issue of order, unless clarification is sought for by BHEL and agreed upon in the Purchase Order of BHEL.
- (e) BHEL reserves the right to adopt Reverse Auction for the enquiry sent, at its discretion.
- (f) BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.
- (g) Any specific terms and conditions to be complied will be mentioned in NIT. Bidders has to specifically mention the acceptance of the same.

- (h) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / 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.

II. General Terms and conditions:

1. **TWO PARTS BID:** Quotation shall be submitted in two parts bid i.e.

(a) Techno-commercial i.e., Un-priced Bid (in one sealed envelope):

Techno-commercial bid shall be submitted with complete description of the equipment, specification compliances to the enquired specification and all the commercial terms & conditions indicated in the **COMMERCIAL TERMS (ANNEXURE-A / ANNEXURE-B)**. Any other enclosure, which the vendor wishes to submit like product catalogue, technical literature etc., may also be submitted in a sealed envelope super scribed clearly as **“TECHNO-COMMERCIAL BID” with RFQ No. and DUE DATE**. An un-priced copy of price bid (without price) shall also be enclosed with the techno-commercial bid for evaluation of commercial terms. The vendor shall not give the price in the technical bid. EMD Payment if applicable as mentioned in RFQ shall be enclosed along with the Technical Bid.

Confirmation to BHEL specifications shall be indicated by the vendor in the respective columns provided in the purchase specification wherever applicable. Deviations to the specification / item description, if any shall be brought out clearly indicating **“DEVIATION TO BHEL SPECIFICATION”** without fail as a part of technical offer.

Compliance to Pre-qualification criteria (if applicable) shall also be enclosed with the Techno-commercial bid.

Manufacturer’s name, their trade mark and brand, part number, alternate material to the one asked in enquiry, if any, should be mentioned in quotation and illustrative leaflets giving technical particulars etc. are to be attached to facilitate consideration and technical evaluation of the quotation.

(b) Price Bid (in one sealed envelope):

Price bid should contain basic unit prices, discount if any, applicable taxes & duties, cess, packing & forwarding charges (if applicable) in a sealed envelope super scribed clearly as **“PRICE BID” with RFQ No. and DUE DATE**. Installation, commissioning, start-up and training charges (if any) shall also be indicated in the price bid.

It is requested to indicate the prices in both figures and words for assuring clarity for unit price & total price. However, if there is any difference / discrepancy between the rates in figures and words, the **least of the two** rates will be considered as the final quote of the vendor.

(c) Tender Offer:

Tender offer shall be a single sealed envelope enclosing both the above stated sealed envelopes [(a) **Techno-commercial i.e., un-priced Bid** and (b) **Price Bid**] and super scribed clearly with **RFQ No. and tender DUE DATE**.

2. Tender offer as prescribed above, shall reach our office before **14:00 hours (ISD) on or before the due date**. Tender offer shall be dropped in the tender box marked for EPD. **Quotations also can be dispatched by Couriers / Registered post / e-mail (a. For Techno-commercial bid: technicalbid@bhelepd.com b. For Price bid: pricebid@bhelepd.com) to the Purchase Executive indicated in the RFQ at the risk of vendor / bidder.**

Quotation through courier / register post / e-mail when addressed to the specific e-mail address given in the enquiry, shall be sent well in advance to enable BHEL purchase personnel to drop in the tender box before the scheduled opening date and time. **Vendor is fully responsible for lack of secrecy on information of such quotations.** Vendor shall confirm with the concerned purchase executive/contact person/s after sending the offer regarding such delivery mode to ensure participation. BHEL is not responsible for any delay in receipt of quotation sent by vendor through post/e-mail.

Late Tenders i.e., Tenders received after due date and time will be summarily rejected.

3. The rate quoted against each item shall be in units stated in the enquiry. Where quotation is in terms of unit other than that in enquiry, relationship between the two units must be furnished in the quotation.
4. As far as possible, the quotations shall be free from corrections / overwriting. Corrections / overwriting, if any should be authenticated by signature of the authorized person with the seal of the company. In case of any typographical errors, totaling mistakes, currency mistakes, multiplication mistakes, summary mistakes are found in your priced bids, BHEL shall be at the liberty to consider only such quotes/figures whichever is beneficial to BHEL at the time of evaluation. Vendor shall be fully responsible to ensure that the quote is correct and complete.
5. Quotations shall be duly signed by the proprietor or authorized representative of the vendor. Unsigned bids/offers are liable for rejection.
6. Tenders will be opened at **14.00 hours (IST)**. And the venue shall be at BHEL-EPD TENDER ROOM located at main gate. All the tenderers or their authorized representatives (with authorization letter from their principals) may witness opening of techno-commercial bid on the due date.
7. After evaluation of techno-commercial bids, price bids of only those which are technically & commercially accepted/qualified, will be opened on a subsequent date, which will be intimated to the concerned in advance for witnessing of price bid opening shall also be at BHEL-EPD TENDER ROOM located at main gate.
8. BIDDERS (for indigenous purchase) shall indicate clearly Excise duty, Education Cess, Swachh Bharat Cess, Sales Tax/VAT, Octroi, Exit/Entry tax, Service Tax, as applicable for the quoted items. In the absence of clarity of these, any claim at a later date will not be entertained. Any changes in Taxes and duties after award of the contract will not be considered except such are those, which are imposed by Govt., notification within the contractual delivery after placement of PO. Seeking price amendments for change in Excise duty due to crossing of turnover limits will not be considered under any circumstances.

12. VALUE FOR ERECTION & COMMISSIONING AT BHEL:

Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, performance tests, and training to operators etc.

The estimated percentage of E&C value shall be 10% or as may be specified in the NIT.

E&C value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment as per clause 16.

13. TOTAL COST TO BHEL:

The bidders shall quote charges for 'Supply', 'Erection & Commissioning', 'Technical Supervision & Maintenance Contract' and 'Annual Maintenance Contract – AMC' separately. Purchase order will be placed on the lowest quotation (L1) only among the technically & commercially accepted quotations. Lowest quotation (L1) is determined on the basis of the total cost to BHEL.

The evaluation of tender shall be on the basis of total cost to BHEL including of all the cost elements described above. Loading factors for deviations to BHEL commercial terms & conditions will be considered.

14. FIRM PRICE:

Rates quoted should be firm from the date of P.O., till the completion of supply and no enhancement in the rates or changes in the techno-commercial terms will be allowed after acceptance of the quotation and placing of order.

The prices shall remain FIRM till commissioning, carrying out Site Acceptance Test (SAT) & handing over of the complete system for the supply portion.

16. TERMS OF PAYMENT:

(i) 90% basic payment + 100% taxes & duties shall be within 45 days & balance 10 % after submission of Performance Bank Guarantee (PBG) where E&C is not applicable. And submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.

(ii)

(iii) 80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.

Note: If PBG could not be submitted, vendors can also accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable). In such cases loading for PBG is not applicable.

If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment.

17. ADVANCE PAYMENT: Quotations with “**Advance payment**” without agreeing such payment with BG for equivalent value shall be liable for rejection.

18. PENALTY: Failure to supply/completion of E&C within the delivery time as per purchase order will make the vendor liable to an unconditional **penalty of 0.5 % (half a percent) per week, subject to a maximum of 10% of contract value.**

If pre-shipment inspection is involved, date of issue of pre-shipment call by the vendor along with test certificates / test reports / certificate of conformance / calibration reports as proof of completion will be treated as date of dispatch for the purpose of penalty calculation. In the absence of reports stated above, actual date of inspection will be considered as date of dispatch for penalty calculation.

Date of receipt / Date of dispatch / Date of LR / Date of Airway bill / Date of pre-shipment inspection call with relevant documents as stated above, whichever is applicable as mentioned in PO shall be considered for determination of actual delivery date for the purpose of penalty calculation. BHEL is not liable for delayed OA for opening LC or corrections/amendment to LC asked after opening of LC.

PBG (Performance Bank Guarantee): The vendor shall submit a PBG worth **10%** of basic equipment value in the form and substance acceptable to BHEL from any of the Banks indicated in **ANNEXURE-G**. Such PBG shall be as per the format provided at **ANNEXURE - E / ANNEXURE - F** and drawn on a non-judicial stamp paper of value Rs.100/-.

PBG shall be valid for 30 days beyond the warranty period of 24 months from the date of SAT or 30 months from the date of dispatch whichever is earlier. The PBG shall also have 6 months claim period from the date of expiry of such validity of bank guarantee

The Bank Guarantee shall be submitted directly to the concerned Purchase Executive by the issuing Bank with their forwarding letter. BHEL shall be at liberty to verify independently with the bank to establish the authenticity of the BG and its executing authority.

21. WARRANTY: Goods dispatched shall have warranty period of 30 months from the date of dispatch or 24 months from the date of SAT whichever is earlier or as mentioned in the NIT.

22. TERMS OF DELIVERY:

Equipment shall be delivered on Ex-EPD, BHEL, and Bangalore basis, inclusive of freight, packing, insurance & forwarding charges.

Packing shall be Road / Rail / Air / Sea worthy, best suitable for transshipment and to take care of transit damages.

Smaller consignments can be dispatched through Courier services/ RPP with the prior approval of the purchasing Executive.

- 23. DELIVERY REQUIREMENT:** The bidders should quote their earliest schedule for Supply and E&C against the schedule indicated in the NIT. BHEL, however, reserves the right to accept an offer not meeting the NIT schedule.

In the quotation, earliest firm delivery (number of days or weeks) by which material will be dispatched from the date of Purchase order must be indicated. It is recommended to avoid Quotations with delivery term such as `ex-stock`, `subject to prior sale`, or `delivery at the earliest`. Date of BHEL PO is the reference for all purposes.

BHEL requirement for delivery is 8 weeks from the date of clear purchase order. Quotations with delivery period exceeding 8 weeks will attract loading as indicated in the loading criterion for delivery beyond the stipulated period.

- 24. VALIDITY:** Quotation should remain valid for a period of **90 days** from the date of technical bid opening. Offer with Non-conformance is liable for rejection.

25. POST-ORDER REQUISITES:

(a) Vendor shall give an Order Acknowledgement indicating the delivery date within one week of receipt of PO.

(b) Pre-shipment inspection at vendor's works, if required, will be carried out by BHEL.

Required assistance will have to be provided by the vendor at the time of pre-shipment inspection.

(c) Test certificates, Calibration certificates and warranty certificates as stipulated at the time of inspection and delivery shall be furnished.

(d) Items shall be dispatched by Air/Road/Rail/Sea worthy packing. Any damage and later rejection, due to poor / improper packing shall be to vendor's account.

(e) Any damage/rejection should be made good or replaced immediately without any extra cost to BHEL such as freight, duties, taxes etc. The liability is restricted to the value of the order.

(f) Wherever commissioning is involved, it shall be carried out by the vendor's qualified engineers. Scope of work includes installation, commissioning and start-up trials till satisfactory performance level is reached as certified by BHEL.

(g) BHEL will not be responsible for any loss, damage or injuries to vendor's personnel sustained during installation / commissioning / start-up trials. Vendor shall ensure compliance with all statutory requisites as laid down by local bodies, state & Central Government. Vendor shall indemnify BHEL for all damages/ losses to its properties or various personnel during their presence in BHEL's premises for whatever purpose. The following shall be ensured by the vendor:

a) Vendor/contractor shall ensure that the vendor/contractor's workmen always follow safe work procedure during erecting/ commissioning activities.

b) Vendor/contractor shall ensure that the vendor/contractor's workmen wear safety PPEs (Shoes, helmets, safety belt etc.) While on erecting/ commissioning work and similar works.

c) Vendor/contractor shall ensure adequate supervision of the activity by his/her supervisor/engineer during the erecting/ commissioning activities.

d) Vendor/contractor shall ensure that vendor/contractor's workmen meet legal requirement such as ESI/Employees Compensation Insurance/Accident/medical insurance etc.

e) Vendor/contractor shall take work permit before commencement of the non-routine works of this nature.

f) Undertaking that vendor/contractor will adhere to necessary legal/safety requirements and BHEL shall be kept indemnified against any untoward events taking place during the course of work.

Suitable markings & damage control indicating devices shall be provided where applicable.

26. RISK PURCHASE: BHEL at its discretion may also make purchase of the equipment / materials **NOT** supplied in part or in full in time by the supplier at the **RISK & COST** of the supplier. In such event, it will be obligatory on the part of the supplier who fails to supply the goods in time to make good to BHEL any loss due to such risk purchase

27. GENERAL TERMS AND CONDITIONS GOVERNING REVERSE AUCTION (RA):

(a) Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET. • For the proposed RA, technically and commercially acceptable bidders only shall be eligible to participate.

(b) In case of RA, BHEL will engage the services of a service provider for conduct of the RA who will provide all necessary training and assistance to the bidders before commencement of on line bidding on internet.

(c) Business rules governing the RA will be communicated to the bidders through service provider for compliance.

(d) Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of RA. Without the compliance, the vendor will not be eligible to participate in the event.

(e) BHEL will provide a sample calculation sheet (in EXCEL format) which would help the bidders to arrive at "Net Cash outflow to BHEL" considering various price / cost elements like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) etc. for each of the bidders to enable them to arrive at "Net Cash outflow to BHEL (Total Cost to BHEL)" which is the amount the bidder would be bidding during the RA.

- (f) RA will be conducted on scheduled date & time and at the end of event, the lowest bidder value will be known on the network.
- (g) The lowest bidder has to Fax the duly signed "Price Break-up" in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
- (h) 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 vendor to conduct further business with BHEL, as per the prevailing procedure.

29. Any dispute arising out of this, shall be referred to the sole arbitration of Head of Dept. Materials Management of group concerned, BHEL or any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore.

30. Any legal suit in respect of this enquiry lies in the court of Jurisdiction of Bangalore (India) only.

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).	Not agreed.	10%
		Other than the above.	10% - (minus) agreed max. %
2	The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).	Not agreed.	10%
		Other than the above.	10% - (minus) agreed max. %

In case, any shortage is noticed viz-a-viz PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.

Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him.

C. For non compliance of Performance Bank Guarantee (PBG):

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format.	Not agreed.	10 %
		Other than the above.	10% - (minus) agreed max. %

D. For non conformance to delivery requirement indicated in the RFQ:

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	Delivery requirement as indicated in the NIT in number of weeks from the date of issue of PO	Not agreed for the stipulated delivery in the RFQ	0.5 % per week up to max., of 10% for the difference in delivery period

E. For non compliance of Warranty:

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	30 months from the date of dispatch or 24 months from the date of commissioning whichever is earlier or as indicated in the RFQ	Not agreed.	6%
		Less than 12 months or as indicated in the RFQ	0.5 % per month for the difference in period

For Non- agreement on delivery at BHEL-EPD (For Indigenous Purchase Orders):

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	Ex BHEL-EPD, Bangalore (Free delivery to BHEL-EPD Bangalore including freight, insurance, packing & forwarding charges)	Not agreed for the standard term of delivery	10 %

For non compliance of standard Terms of payment (For Indigenous Purchase Orders)

Sl. No.	BHEL standard term	If you quote	Loading factor in % for non-compliance
1	90% basic payment + 100% taxes & duties with 45 days credit + 10% against PBG (where PBG only is applicable)	Payment through bank	(BPLR+6%) x percentage quoted through bank / proforma invoice
		Payment against proforma invoice	
		100% with 45 days credit & against submission of PBG	Nil
2	80% basic payment + 100% taxes & duties with 45 days credit + 10% after commissioning +10% against PBG (where both commissioning & PBG are applicable)	Payment through bank	(BPLR+6%) x percentage quoted through bank / proforma invoice
		Payment against proforma invoice	
		100% with 45 days credit after commissioning & submission of PBG	Nil

COMMERCIAL TERMS (to be enclosed with TECHNO-COMMERCIAL BID)

(For Indigenous Purchase Orders) ANNEXURE- B

Sl. No.	Particulars	Bidder's confirmation
1	Price basis: Firm i.e., from the date of PO to completion of supply [Price Variation Clause (PVC) not acceptable]	Acceptable
2	EMD as mentioned in NIT	NOT APPLICABLE FOR THIS RFQ
3	CEBG as detailed in clause 20	NOT APPLICABLE FOR THIS RFQ
4	Excise duty: If applicable indicate %.	Applicable / Not applicable ED: _____%
5	Sales tax: If applicable indicate %	Applicable / Not applicable (a) VAT _____% (b) CST _____% against form C
6	Service tax: If applicable indicate %	Applicable / Not applicable ST: _____%
7	Payment terms: (a) 90 % basic payment + 100% taxes, duties & freight charges with 45 days credit & balance 10 % after completion of commissioning or on submission of PBG (b) 80 % basic payment + 100% taxes, duties & freight charges with 45 days credit, 10% after commissioning & balance 10%	(a) Acceptable (b) Acceptable

	<p>against submission of PBG (where both commissioning & PBG are applicable)</p> <p>(c) Deviation if any please specify</p>	(c)
8	<p>BHEL's penalty clause:</p> <p>(a) Delay in delivery as per PO delivery date will result in penalty of penalty of 0.5 % (one percent) per week at the basic price of the goods/E&C for the undelivered quantity, subject to a maximum of 10% individually.</p> <p>(b) Deviation if any Please specify</p>	<p>(a) Acceptable</p> <p>(b)</p>
9	<p>Performance Bank guarantee (PBG):</p> <p>PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as per clause 21.</p>	Yes

10	Terms of delivery: (a) Ex EPD/ BHEL, Bangalore (Free delivery to BHEL Bangalore including freight, packing & forwarding charges) (b) Deviation if any Please specify	(a) Acceptable (b)
11	Warranty: (a) 30 months from the date of dispatch or 24 months from the date of commissioning or as specified in RFQ (b) Deviation if any Please specify	(a) Acceptable (b)
12	Delivery period: Indicate number of weeks from the date of issue of Purchase order	_____ Weeks
13	Validity: (a) Quotation should remain valid for a period of 90 days from the due date (b) Deviation if any Please specify	(a) Acceptable (b)
14	Bank charges (If applicable): (a) All Bank charges to vendor's account (b) Deviation if any Please specify	(a) Acceptable (b)
15	Weight and Dimension of consignment with packing	Furnished / To be furnished

Signature of tenderer / with stamp

ANNEXURE - F

PERFORMANCE BANK GUARANTEE
(FOR INDIGENOUS PURCHASE ORDERS)

THIS DEED OF GUARANTEE made and executed on the _____ day of

_____ (year), by the _____ (Bank), registered under the Companies Act 1956/Nationalised Bank constituted under the Banking Companies (acquisition and transfer of undertakings) Act constituted under the State Bank of India Act / Subsidiary Banks Act, having its registered / head office at _____ represented herein by its Branch Manager / authorised representative Sri. _____ & Sri. _____ (Hereinafter called 'guarantor ' which term shall mean and include its successors and assigns)

IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED

_____ (Buyer's Name), a company registered under the companies Act, 1956 having its registered office at BHEL House at Siri Fort , New Delhi-100 049 and its Electronics Division at Mysore road, Bangalore-26 (hereinafter referred to as the 'Company' Which term shall include its successors and assigns):

Whereas the company has placed an order on

_____ (State the name of the company / firm and its address) (hereinafter referred to as the 'Supplier' which term shall mean and include its liquidators, successors and assign) for the supply of system under order / Contract No _____ Dt _____.

AND WHEREAS the supplier has agreed to supply the materials and carryout the works as detailed and in accordance with the terms set out in the said order/contract.

AND WHEREAS the company is not required to pay to the supplier a sum of Rupees

_____ being the 10% of the value of the goods supplied / Works performed / Services rendered under the said order / contract between the supplier and the company, till the company is satisfied with the mechanical Warranties and the performance standards stipulated in the said order / contract between the company and the supplier has been duly fulfilled, except against a Bank Guarantee for the said sum of Rs _____ in favour of the company by reputed Bank, in which case the company has agreed to make payment to the supplier of the said sum of Rupees

_____ being (...%) of the value of the goods supplied / Works performed / Services rendered under the agreement between the supplier and the company and the

Guarantor has at the request of the supplier, agreed to furnish this Guarantee subject to the terms and conditions stated below:

NOW THIS DEED WITNESSES THAT IN pursuance of the above said agreement, the guarantor hereby agrees and covenants With company is as follows :-



- 1) That during the period this contract of Guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the company in respect of the payments to the extent of Rs _____ (in words)

_____ against any loss or damage caused to or suffered by the company by reasons of any breach of the terms of the said order / contract / Agreement by the supplier.

- 2) The Guarantor hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on demand from the company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the supplier of any terms contained in the said order / contract. Any such demand made on the guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the Contractor / supplier admits or denies.
- 3) The Guarantor further agrees that the agreement herein contained shall remain in force and effect till all the supplies to be made / Works to be performed / Services to be rendered under the said order / contract / agreement are completed to the entire satisfaction of the company or till company certifies that the terms and conditions of the said order / contract / agreement have been fully and properly carried out by the said supplier and accordingly discharges the Guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before the expiry of claim period indicated in clause 6 below, the guarantor shall be discharged from all the liability under this guarantee thereafter.
- 4) The guarantor further agrees with the company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order / contract / agreement or extend the time of performance by the said supplier from time to time or refrain from exercising the power exercisable by the company against the said supplier or to forebear or omit to enforce any of the terms and conditions relating to the said order / contract / agreement, and the guarantor shall not be relieved of its liability in whole or in part , by reason of any act, commission or forbearance on the part of the company or by reason of any such variation, or extension being granted to the said supplier or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.
- 5) The guarantor undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing.
- 6) Notwithstanding anything herein above contained, the liability of the guarantor under these

Presents is restricted to Rs_____. The guarantee shall be in force till its expiry on _____ unless a demand is made on the guarantor within SIX months from

the date of expiry, all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.

IN WITNESS whereof, the guarantor, acting through it authorized representative has executed this deed of Guarantee on the day, month and year first above written.

(Seal of the Bank to be affixed)

WITNESS

1.

2.

Note: Bank Guarantee shall be sent directly by bank to the concerned Purchase Executive.

ANNEXURE - G

BHEL MEMBER BANKS (CONSORTIUM BANKS)

PBG SHALL BE ISSUED FROM THE FOLLOWING BANKS OR THEIR BRANCH

OFFICES ONLY

1	STATE BANK OF INDIA
2	PUNJAB NATIONAL BANK
3	HDFC BANK
4	SYNDICATE BANK
5	CANARA BANK
6	INDIAN BANK

7	ST. BANK OF HYDERABAD
8	ICICI BANK
9	STANDARD CHARTERED BANK
10	UCO BANK
11	KOTAK MAHINDRA
12	ORIENTAL BANK OF COMMERCE
13	STATE BANK OF TRAVANCORE
14	CENTRAL BANK
15	IDBI BANK
16	FEDERAL BANK
17	HSBC LTD
18	DEUTSCHE BANK
19	CORPORATION BANK
20	CITI BANK
21	BANK OF BARODA
22	ABN AMRO BANK
23	UNITED BANK OF INDIA



24	VIJAYA BANK
25	UNION BANK OF INDIA
26	PUNJAB & SIND BANK
27	ANDHRA BANK
28	BANK OF INDIA
29	AXIS BANK

The list of BHEL approved consortium bank may be updated from time to time. Please check with the purchasing executives for correctness.

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

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 <ul style="list-style-type: none"> • <i>Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured)</i> • <i>Attach copy of declaration from Foreign Principal for total guarantee/ warranty of indigenous supplies</i>
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registration particulars
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
5.0	Organizational strength
6.0	Other particulars
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee

6.3	If any Ex BHEL Personnel employed by the Company

- 1.4 Details of pending legal issues with BHEL
- 1.5 Bank Account information

6.6 Financial information

6.7	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less)
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THE BELOW THIRD PARTY NON DISCLOSURE AGREEMENT IS MANDATORY TO SUBMIT ALONGWITH TECHNO-COMMERCIAL BID; IF NOT SUBMITTED IN TECHNICAL BID; YOUR OFFER WILL BE LIABLE FOR REJECTION COMMERCIALY.

THIRD PARTY NON-DISCLOSURE AGREEMENT

I,-----on behalf of the -----(Name of company),acknowledge that the information received or generated,directly or indirectly,while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable,and therefore:

I warrant and agree as follows:

I,or any other personnel employed or engaged by our company,agree not to disclose,directly or indirectly,any information related to the BHEL.Without restricting the generality of the foregoing,it is agreed that we will not disclose such information consisting but not necessarily limited to:

Technical information:methods drawings,processes,formulae,compositions,systems techniques, inventions,computer programs/data/configuration and research projects.

Business information: Customer lists, projects , schedules, pricing data estimates, financial or marketing data.

On conclusion of contract ,I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given in the nature of the business carried on by the BHEL.I agree that this agreement shall be governed by and construed in accordance with the laws of the country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at-----this -----day of -----20-----

Name

Company

Signature

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 'K'

Essential Criteria of Techno-Commercial offer(to be submitted by vendor after dully filled up alon with techno-commercial offer i.e part-1

ADDRESS OF THE FIRM:			
<u>SL.NO</u>	<u>PARAMETER</u>	<u>BHEL SPEC/REQUIREMENT</u>	<u>VENDOR OFFER</u>
1	Name of Contact person	TO BE MENTIONED	
2	E-mail ID	TO BE MENTIONED	
3	Mobile number	TO BE MENTIONED	
4	Land line number	TO BE MENTIONED	
5	Fax number	TO BE MENTIONED	
6	Delivery Term	F.O.R-BHEL EPD STORES	
7	Payment terms	APPLICABLE AS PER NIT CLAUSE	
9	Late Delivery	APPLICABLE AS PER NIT CLAUSE	
10	Risk purchase clause	APPLICABLE AS PER NIT CLASE	
11	Capacity/capability to execute this job	AS PER VENDOR CAPACITY	
12	Delivery period	WITHIN 08 DAYS FROM THE DATE OF DRG APPROVAL.	
13	Offer validity	APPLICABLE AS PER NIT CLAUSE	
14	Guarantee Period	APPLICABLE AS PER NIT CLAUSE	
15	Tax and Duty Structure	EXCISE DUTY %	
		E C	
		CESS%	
		CENTRAL SALES TAX%	
		VAT %	
		ANY OTHER	

SIGNATURE OF THE TENDERER WITH SEAL

FILLING THIS FORMAT IS COMPULSORY ALONG WITH SIGNATURE AND SEAL OF THE COMPANY

