REQUEST FOR QUOTATION

MMI:PU:RF:003

BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division
PB No. 2606, Mysore Road Bangalore - 560026
INDIA

RFQ NUMBER: IKCCAP0094

RFQ DATE : 17.MAY.2019

Due Date 31.MAY.2019 Time: 13:00 HRS

VENUE : **NEW ENGG. BLDG**

PURCHASE FILE COPY

(for all correspondence)
Purchase Executive : Ishwar Kr Chaudary
Phone : 080 26998886
Fax :
E-mail: ishwarkc@bhel.in

Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no.and due date, should reach us on or before the due date by **13.00** hours IST and will be opened on the same day at **13.30** hours at the venue mentioned above. **PLEASE DROP THE OFFER IN THE BOX PROVIDED AT RECEPTION.**

1. TENDER/OFFER MUST BE SUBMITTED IN TWO PARTS: (1).TECHNO- COMMERCIAL BID (2).PRICE BID SEPARATELY .COMMERCIAL TERMS SHOULD BE QUOTED ALONG WITH TECNO -COMMERCIAL BID.
2. VENDOR HAS TO CONFORM TO THE TECHNICAL SPECIFICATIONS (mentioned along with line item/ description) AS WELL AS THE ATTACHMENT (Ref. BHEL/ESD/FS/HLC Enclosure/TC . DEVIATIONS, IF ANY, TO BE BROUGHT OUT CLEARLY IN THE TECHNOCOMMERCIAL BID.
3. VENDOR HAS TO SEAL & SIGN EACH AND EVERY PAGE/DOCUMENT OF THE RFQ.
4. VENDOR IS ADVISED TO GO THROUGH THE GENERAL TERMS AND CONDITIONS, DOCUMENT CAPITAL-2017 ENCLOSED WITH THIS RFQ. VENDOR HAS TO CONFORM TO ALL THE CLAUSES LISTED IN THE COMMERCIAL TERMS (ANNEXURE B FOR INDIGENOUS VENDORS AND ANNEXURE A FOR FOREIGN VENDORS) of CAPITAL- 2017. DEVIATIONS, IF ANY, TO BE HIGHLIGHTED AND BROUGHT OUT CLEARLY IN THE TECHNICAL BID.
5. DELIVERY REQUIRED: 04 WEEKS FROM THE DATE OF PO.
6. TERMS OF PAYMENT: 80 % BASIC PAYMENT + 100% TAXES, DUTIES & FREIGHT CHARGES WITH 45 DAYS CREDIT AFTER RECEIPT OF MATERIAL, 10% AFTER COMMISSIONING & BALANCE 10% AGAINST SUBMISSION OF PERFORMANCE BANK GUARANTEE (PBG) OR AFTER WARRANTY PERIOD (WHERE BOTH COMMISSIONING & PBG ARE APPLICABLE).
PLEASE REFER CAPITAL-2017 PG NO. 14 FOR PAYMENT FOR FOREIGN VENDORS.
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11. COMPLETE SET OF DESPATCH DOCUMENTS - Commercial Invoice with GST number and HSN / SAC Code, Lorry Receipt (L/R), Packing List, Air Way Bill (AWB), Country of origin certificate, Warranty Certificate, Original Performance Bank Guarantee (directly from issuing bank to BHEL), POD (Proof of Delivery) on original L/R (ORIGINAL + 1 PHOTOCOPY SET) AS PER PURCHASE ORDER SHALL BE FORWARDED TO BHEL DIRECTLY.
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14. . For details please visit www.bheledn.co.in/ www.bhel.com/www.eprocure.gov.in. All corrigenda, addendum, amendment, time extension, clarification, etc. (if any) to above will be hosted on BHEL websites www.bheledn.co.in/ www.bhel.com . Bidder shall regularly visit website to keep themselves updated.
15. ANY DEVIATIONS FROM OR ADDITIONS TO THE "GENERAL CONDITIONS OF CONTRACT" OR "SPECIAL CONDITIONS OF CONTRACT" REQUIRE BHEL'S EXPRESS WRITTEN CONSENT. THE GENERAL TERMS OF BUSINESS OR SALE OF THE BIDDER SHALL NOT APPLY TO THIS TENDER.

Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	EC-016 ERECTIONING AND COMMISSIONING Installation of above puff panels and rockwool panels and exhaust system.	1	AU	1	28.JUN.2019
2	KA9018209967 100 mm Puff Panel Enclosure for HLC Supply of Puff Panel for front portion of room, for sound	800	FT2	800	11.SEP.2019

For and On behalf of BHEL.

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Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
	proofing purpose. It shall be made up of 100 mm thick Puff and GI sheet of 0.5 mm thick on both sides of Puff. Panel size: 12 mtr Length x 6.3 mtr height. There has to be made 2 Nos. Double doors, each of size: 2.5 mtrs width x 2.5 mt height, one on each side of front porting of room. Vendor has to visit the site to understand the BHEL requirement before starting fabrication. Technical specification as per document ref.BHEL/ESD/FS/HLC Enclosure/TC Pre qualification criteria as per document ref. BHEL/ESD/FS/HLC Enclosure/PQC				
3	KA9018209975 50 mm rockwool insulation Panel Enclosur Supply of Panel made up of rockwool insulation of thickness 50 mm and GI sheet of 0.5 mm tjickness on both sides of rockwool insulation, for insulating walls on three sides of room. Technical specification as per document ref.BHEL/ESD/FS/HLC Enclosure/TC Pre qualification criteria as per document ref. BHEL/ESD/FS/HLC Enclosure/PQC	1,500	FT2	1,500	11.SEP.2019
4	KA9018209983 Exhaust system for HLC enclosure Supply of Exhaust system comprising of dia 600 mm fan, and with grill support , complete in all respect Technical specification as per document ref.BHEL/ESD/FS/HLC Enclosure/TC Pre qualification criteria as per document ref.	2	NO	2	11.SEP.2019

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	BHEL/ESD/FS/HLC Enclosure/PQC				

Total Number of Items - 4

Please note that the tender will be opened in the presence of the bidders or his authorised representatives (maximum two per organisation) who choose to be present with authorisation letters. Refer annexure for the terms and conditions.

Preference will be given to vendors who accepts our standard payment terms i.e.100% payment - 30 days after receipt of material at our works subject to acceptance.

Please specify Terms of delivery, Excise duty, sales tax, Ex-BHEL, Ex-works surcharge, Insurance,P&F, Freight and other taxes very clearly .

For evaluation,exchange rate(TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid incase of two part bid) shall be considered.

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected.The list of banned firms is available on BHEL web site www.bhel.com

i). This is only RFQ not an order.
ii). In all correspondence quote RFQ No. & due date.
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v). Quotation should remain valid for a minimum peiod of 90 days from due date.
vi). In case of non-receipt of Quotation or regret letter for 3 consecutive RFQs you are liable to be removed from our vendors list.
vii). All Prices should be written in words and numbers.
viii). Excise Chapter Heading should be mentioned for all items where VAT is applicable .

Vendors list to whom RFQ has been sent:

1. BHEL, Electronics Division (X563699) - 6400125574

For and On behalf of BHEL.

REQUEST FOR QUOTATION

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BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division
PB No. 2606, Mysore Road Bangalore - 560026
INDIA

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BHEL, Electronics Division (X563699)
MYSORE ROAD,,
BANGALORE - 560026
Karnataka India

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Total Number of Items - 4

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For and On behalf of BHEL.

Doc Ref. BHEL/ESD/FS/HLC Enclosure/PQC

Pre-Qualification Criteria - PR No. – 2000045829 dtd.14-05-2019

Item Description – PUF Panel Enclosure around HLC Testing Facility

1. The manufacturer/ supplier should have earlier supplied and commissioned PUF panel rooms or ventilation units or exhaust systems or acoustic enclosures or DG set enclosures to reputed PSU/ Pvt. Sector. In case, equipment is supplied to BHEL EDN, vendor shall submit details of Purchase order no. and date of supply. In case, the vendor has supplied to other reputed PSU/ Pvt. Sector companies, work completion or performance certificate shall be furnished from at least 1 customer.

Offers of the vendor/ supplier not agreeing/ failing to submit required documents to any of the above will be liable for rejection.

ಪ್ರವೀಣ್ ಕುಮಾರ್ ಸಿನ್ಹಾ, ಹಿರಿಯ ಎಂಜಿನಿಯರ್/ಕಾರ್ಖಾನೆ ಸೇವೆಗಳು
प्रवीण कुमार सिन्हा, वरि. इंजीनियर/फैक्ट्री सेवाएं
PRAVEEN KUMAR SINHA, SR ENGINEER/FACTORY SERVICES
BHEL-ESD, ELECTRONIC CITY, BENGALURU-560100

Doc Ref. BHEL/ESD/FS/HLC Enclosure/TC

Technical Specifications – PR No. – 2000045829 dtd.14-05-2019

Item Description – PUF Panel Enclosure around HLC Testing Facility

Sl. No.	Description	Qty
1	**100 mm Puff Panel Enclosure for HLC Converter:** Supply & Installation of Puff Panel for front portion of room, for sound proofing purpose. It shall be made up of 100 mm thick Puff and GI sheet of 0.5 mm thick on both sides of Puff. Panel size: 12 mtr Length x 6.3 mtr height. There has to be made 2 Nos. Double doors, each of size: 2.5 mtrs width x 2.5 mt height, one on each side of front porting of room. Vendor has to visit the site to understand the BHEL requirement before starting fabrication. Drawing as per doc ref. BHEL/ESD/FS/HLC Enclosure/Drawing	800 sq ft.
2	**50 mm rockwool insulation Panel Enclosure :** Supply & installation of Panel made up of rockwool insulation of thickness 50 mm and GI sheet of 0.5 mm tjickness on both sides of rockwool insulation, for insulating walls on three sides of room. Drawing as per doc ref. BHEL/ESD/FS/HLC Enclosure/Drawing	1500 sq ft.
3	**Exhaust System for HLC**: Supply & installation of Exhaust system comprising of dia 600 mm fan, and with grill support , complete in all respect Drawing as per doc ref. BHEL/ESD/FS/HLC Enclosure/Drawing	2 nos.

Whether vendor accept to supply the materials as per above specifications? Yes / No

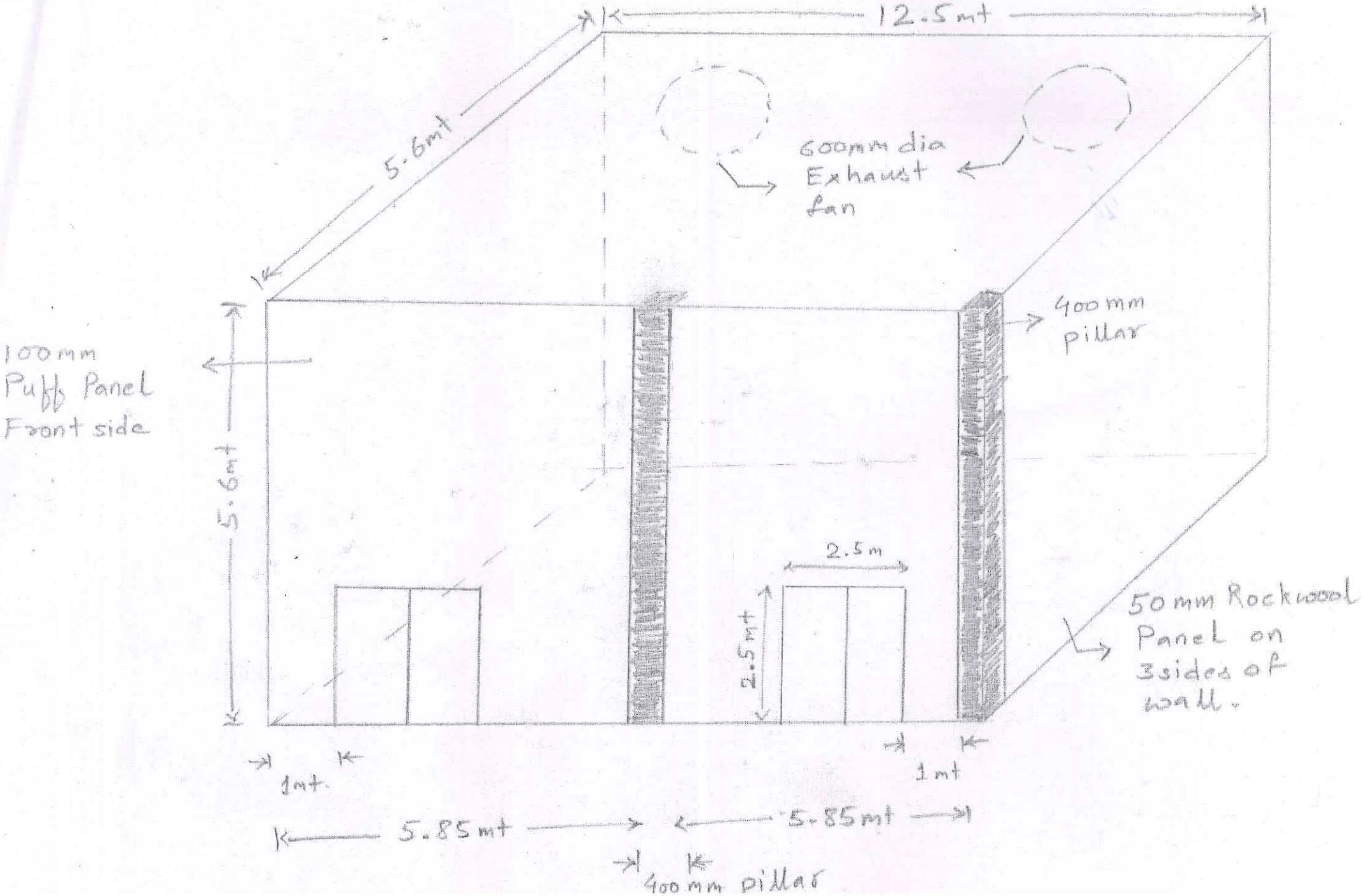
Vendor's Signature

ಪ್ರವೀಣ್ ಕುಮಾರ್ ಸಿನ್ಹಾ, ಹಿರಿಯ ಎಂಜಿನಿಯರ್/ಕಾರ್ಖಾನೆ ಸೇವೆಗಳು
प्रवीण कुमार सिन्हा, वरि. इंजीनियर/फैक्ट्री सेवाएं
PRAVEEN KUMAR SINHA, SR. ENGINEER /FACTORY SERVICES
BHEL-ESD, ELECTRONIC CITY, BENGALURU-560100

PR No.2000045829 dtd.14-05-2019 Price Bid Item: Puff Panel Enclosure for Hotel Load Converter				
Sl. No.	**Description**	**Qty**	**Rate**	**Amount (in Rs.)**
1	**100 mm Puff Panel Enclosure for HLC Converter:** Supply of Puff Panel for front portion of room, for sound proofing purpose. It shall be made up of 100 mm thick Puff and GI sheet of 0.5 mm thick on both sides of Puff. Panel size: 12 mtr Length x 6.3 mtr height. There has to be made 2 Nos. Double doors, each of size: 2.5 mtrs width x 2.5 mt height, one on each side of front porting of room. Vendor has to visit the site to understand the BHEL requirement before starting fabrication. Drawing as per doc ref. BHEL/ESD/FS/HLC Enclosure/Drawing	800 sq ft.		
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3	**Exhaust System for HLC:** Supply of Exhaust system comprising of dia 600 mm fan, and with grill support , complete in all respect Drawing as per doc ref. BHEL/ESD/FS/HLC Enclosure/Drawing	2 nos.		
4	Installation of above puff panels, rockwool panels and exhaust system.	1 no		
	Subtotal			
	GST@18%			
	Total including GST			

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प्रवीण कुमार सिन्हा, वरि. इंजीनियर/फैक्ट्री सेवाएं
PRAVEEN KUMAR SINHA, SR. ENGINEER /FACTORY SERVICES
BHEL-ESD, ELECTRONIC CITY, BENGALURU-560100

Doc Ref - BHEL/ESD/FS/HLC Enclosure/Drawing



Bharat Heavy Electricals Ltd.,

(A Government of India undertaking)

Electronics Division

PB No.2606, Mysore Road, Bangalore-560026, India

General Terms & Conditions for Supply of CAPITAL ITEMS (Imported & Indigenous)
Doc Ref: CAPITAL-2017

I. Enquiry / Request For Quotation (RFQ):

(a) Any Purchase Order resulting from this enquiry shall be governed by **these general terms and conditions listed below and special terms and conditions, if any, along with this enquiry** of Bharat Heavy Electricals Limited, Electronics Division, Bangalore-560026 (**hereinafter referred to as BHEL EDN**).

(b) Any of the terms and conditions not acceptable to vendor, shall be explicitly mentioned in the quotation. Otherwise, it will be treated as that all terms and conditions of this enquiry are acceptable.

(c) If counter terms and conditions are offered by vendor, BHEL EDN shall not be governed by such terms and conditions, unless it is agreed and incorporated in the Purchase Order of BHEL EDN.

(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 EDN and agreed upon in the Purchase Order of BHEL EDN.

(e) BHEL EDN reserves the right to adopt Reverse Auction for the enquiry sent, at its discretion.

(f) BHEL EDN 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 RFQ.

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 Techno-commercial 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.

BHEL EDN material code number (as in enquiry) shall be indicated for each item quoted.

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

Price bid should contain basic unit prices, discount if any, applicable taxes & duties, packing & forwarding charges (if applicable), Freight & insurances (if applicable) FOB charge (if applicable) etc., 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 preferred to indicate the rates in both figures and words. In such case, if there is difference / discrepancy between the rates in figures and words, the **least of the two** rates will be considered.

(c) Tender Offer (above two envelopes inside another sealed envelope):

Both these sealed envelopes [(a) Techno-commercial i.e., un-priced Bid and (b) Price Bids] shall be kept in a single sealed envelope and super scribed clearly with **RFQ No. and DUE DATE.**

2. The above sealed envelope (Tender) shall reach our office on or before the due date by **13:00 hrs.** Quotations are to be dropped in the tender box marked for the OPENING ON respective days i.e., MONDAY (BOX NO.4)/ WEDNESDAY (BOX NO.6)/ FRIDAY (BOX NO.8) kept at **BHEL-EDN's** Reception area of our works with caption "**CE, SC & PV, DEFENCE"**. **Quotations also can be dispatched by Couriers / Registered post / FAX / e-mail to the Purchase Executive indicated in the RFQ at the risk of vendor / bidder.**

Quotation through courier / register post / fax / email when addressed to the specific fax number and email address given in the enquiry, to be sent well in advance to enable BHEL EDN 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 after sending the offer regarding such delivery mode to ensure participation. BHEL EDN is not responsible for any delay in receipt of quotation sent by vendor through post/fax/email.

Late Tenders i.e., Tenders received after due date and time will be 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 signed by authorized person with the company seal. Any typographical errors, totaling mistakes, currency mistakes, multiplication mistakes, summary mistakes observed in your priced bids, BHEL may consider whichever is beneficial to BHEL for evaluation. Vendor shall doubly ensure that the quote is correct and complete. The corrections / overwriting if any shall be signed with the seal.

5. Quotations are to be duly signed. Unsigned bids/offers are liable for rejection.

6. Tenders will be opened at **13:30 hrs.** and the venue is NEB, 2nd floor, MM conference hall. 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, will be opened on a subsequent date, which will be intimated to the concerned in advance for witnessing of price bid opening.

8. The quantity in each item to be purchased may vary from quantity enquired according to the actual requirement at the time of placing the purchase order. Quantity discount, if any, should be mentioned in the quotation.

9. **Bidders should mention GSTIN number of the place of supply and HSN (Harmonised system of nomenclature) / SAC (Services accounting code) number in the offer. In case both supply and service are involved, GSTN number of place of supply for services shall also be mention separately in the offer. Bidders should indicate clearly taxes (SGST/CGST/IGST/UGST) as applicable. 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.**

10. **EARNEST MONEY DEPOSIT (EMD): Please refer page 4 for details.**

11. DUN &BRADSTREET REPORT (for Foreign purchase):

In case of foreign vendors, BHEL reserves the right to verify the Dun & Bradstreet report during techno-commercial scrutiny. Please mention your DUNS Number in the techno-commercial bid.

12.

Terms & Conditions to be complied under GST regime:
1. All invoices to contain BHEL-EDN (buyer) GSTIN number: 29AAACB4146P1ZB
2. The Bidder shall mention Bidder's GSTIN number, HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and Invoices submitted.
3. Invoice submitted should be in the format as specified under GST Laws viz., all details as mentioned in Invoice Rules like GST registration number(GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST,IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.
4. Payment of GST to Vendor will be made only if it is matching with data uploaded by the Vendor in GST
5. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/ leviable on BHEL.
6. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/ leviable on BHEL. Vendor should intimate BHEL immediately on the same date of invoicing without any delay.
7. Bidders to note that Rules & Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities.

EARNEST MONEY DEPOSIT (EMD):
EMD if applicable will be indicated in the Special Conditons of RFQ.
EMD shall be sent either by Pay Order or Demand Draft in favour of M/s Bharat Heavy Electricals Ltd," only. In case of foreign bidders, EMD, may be paid by e-payment
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 /or 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 Contract Execution Bank Guarantee (CEBG).
EMD shall not carry any interest
EMD waived in case of Central / State - PSUs / Government departments
EMD waived in the case of Micro and Small Enterprises provided the following is submitted along with Bid :
a. Attested Copy of valid NSIC Certificate OR
b. Attested copy of Enterpreneur Memorandum Part II (EM II Certificate) / Udyog Aadhaar Memorandum (UAM) having deemed validity (5 Years from the date of issue of acknowledgement in EM II / UAM) OR
c. EM II / UAM Certificate along with attested copy of CA certificate (Format enclosed .....where deemed validity of EM II / UAM certificate of five years has expired)
applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of Part I Bid Opening

13. 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 specified in the RFQ.

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 15.

13 (A).TOTAL COST TO BHEL:

The bidders shall quote charges for „Supply" and „Erection & Commissioning" 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 supply and Erection and Commissioning. For evaluation Exchange rate (TT selling rate of SBI) ruling on the date of Tender opening (Techno-commercial / un-priced Bid) will be considered for converting foreign currency to Indian currency. 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., to the completion of supply and no enhancement in the rates and changes in the techno-commercial terms will be allowed once the quotation is accepted and order is placed.

If Erection & Commissioning is in vendor's scope, then the price shall remain FIRM till commissioning & handing over of the complete system.

15. TERMS OF PAYMENT:

(a) FOR FOREIGN PURCHASE:

Payment will be made against **"SIGHT DRAFT"** on presentation of documents to our bankers. Subject to loading factors as per **Clause 31 (Ai)**, BHEL may agree for the payment through LC at its discretion. For LC payment bank charges within India will be borne by BHEL and outside India will be to vendor's account.

The payment terms are as follows:

(i) 80% against sight draft against complete dispatch documents i.e. AWB / BOL, Invoice, Packing list, Warranty Certificate, Nil shortage certificate, Certificate of country of origin etc., 10% after Completion of commissioning & balance 10 % on submission of Performance Bank Guarantee (PBG) (Where both commissioning & PBG are applicable).For PBG, please refer clause 19 of page 8.

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).

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

Payment through L/C:
Where the payments are through L/C (L/C opening charges are to be loaded), payment of Supply value shall be 80% on dispatch, 10% on issue of E&C Certificate and balance 10% after receipt of PBG. Payment of E&C value shall be made against E&C certificate issued by BHEL. E&C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, and training to operators etc. as envisaged in PO. The L/C shall be opened by BHEL as per following:

(i) Within 30 Days of receipt of acceptable CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the Supply value of PO (30% of 80%).
Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24 % to 80% of the Supply value of PO.
The above L/C can be negotiated after the Shipment against submission of B/L or AWB and such other documents as mentioned in the PO. The above L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.

(ii) 15 days prior to the scheduled & confirmed arrival of the technicians of supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO plus 100% of the E&C value of PO. The validity of L/C would be sufficient to cover the period required for the completion of E&C plus 21 days as negotiation period.
This L/C can be negotiated after: (a) Completion of E&C of the equipment in BHEL and against E&C certificate issued by BHEL and (b) Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 30 days beyond the warranty period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO Value. The PBG confirmation charges shall be borne by vendor.
Under all circumstances, CEBG will be kept valid till the PBG becomes operational.

(b) <u>FOR INDIGENOUS PURCHASE:</u>

(i) 80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL, 10% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and 10% payment on 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. For PBG , please refer clause 19 of page 8.

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.

16. ADVANCE PAYMENT: Quotations with **"Advance payment" shall be liable for rejection.**

17. **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**. Please refer page 12 point B, for details on penalty applicable.**

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.

18. Contract Execution Bank Guarantee (CEBG):

CEBG shall be required for all POs where value (Supply + E&C) of each P.O. is more than **Rs. 20 lakhs. CEBG should be submitted as per the format in Annexure-C.**

The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG**)** for **10%** of the Total PO value in the prescribed format within 30 days from the date of P.O. but before L/C opening. CEBG shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor.

CEBG shall be kept valid until 30 days after the date of E&C Certificate, which will be issued on completion of Erection & Commissioning of equipment which includes erection, commissioning, job proving, performance tests, and training to operators etc. as prescribed in PO.

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

19. **PBG:** Performance Bank Guarantee (PBG) (If applicable): 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-E**. Such PBG shall be as per the format provided at **ANNEXURE - D** and drawn on a non-judicial stamp paper of appropriate value as applicable in the state (Kar nataka , U.P. , Bihar etc) in which PBG is executed.

PBG shall be valid for 30 days beyond the warranty period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier or as mentioned in the RFQ. The PBG shall also have 6 months claim period from the date of expiry of such validity of bank guarantee. The PBG confirmation charges will be borne by vendor.

The Bank Guarantee shall be submitted directly to the concerned Purchase Executive by the issuing Bank with their forwarding letter. BHEL will verify independently with the bank to establish the authenticity.

20. **WARRANTY:** Goods dispatched shall have warranty period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier or as mentioned in the RFQ.

21. TERMS OF DELIVERY:

(a) FOR IMPORTED PURCHASE:

Price offered shall be for goods packed and delivered F.C.A (named international Airport) ,FOB International sea port including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, Letter of credit (L/C) if applicable, negotiation of bank documents, Export declaration, Certificate of origin etc.
Packing shall be Road / Rail / Air / Sea worthy, best suitable for transshipment and to take care of transit damages. If containerized, no. of containers & size of container shall be mentioned. Packing weight (gross &nett) Packing dimensions shall be given prior to shipment to ascertain whether the consignment can be carried on standard cargo in contract or as ODC.
Wooden packing material for all the foreign consignments should be treated as per ISPM-15 & Fumigation / Phytosanitary certificate to be submitted to the freight forwarders/ BHEL along with the invoice, AWB, packing list etc.
Vendors shall indicate the name of International Airport/ Seaport. The consignment shall be handed over to BHEL approved freight forwarded as mentioned in PO.
Note: Name of International Airport has to be selected from any one of the airports indicated in the table provided in ANNEXURE – F.

(b) FOR INDIGENOUS PURCHASE:

Equipment shall be delivered on Ex-EDN/ Ex-ESD BHEL, 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.

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

23. **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.

24. POST-ORDER REQUISITES:

(a) Vendor shall give an Order Acknowledgement indicating the delivery date and acceptance of PO terms and conditions 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 ordering shall be furnished along with inspection call letter.

(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 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/Workmen Compensation Act/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.

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

25. Equipment shall comply with the standard requirements of ISO 14001 & OHSAS 18001.

26. **RISK PURCHASE:** The purchaser at his discretion may also make purchase of the materials **NOT** supplied in time at the **RISK & COST** of the supplier. In this 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 CONDTITIONS 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, GST for supply, GST for services, Freight charges, Insurance, 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 email 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.

28. **REGRET LETTER:** In case any vendor is unable to quote, vendor shall send a regret letter without fail. In case of non-receipt of quotations or regret letters for three consecutive enquiries, such vendor is liable to be removed from our vendor list.

29. Any dispute arising out of this, shall be referred to the sole arbitration of Head of Dept. Materials Management of group concerned, BHEL EDN 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.

31. LOADING FACTORS:

Loading factors as detailed below will be added to the quoted price (basic) to evaluate the lowest quote for non compliance of BHEL standard commercial terms.

A: Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms:

If payments terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value.

Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:

(a) On account of payment through LC, if insisted by bidder, Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.

(i). For non compliance of standard Terms of payment (For Foreign Purchase Orders)

Sl. No.	BHEL standard term	If you quote	Loading factor in % for non-compliance
1	80% against "SIGHT DRAFT" with 45 days credit + 10% after commissioning +10% against PBG (where both E&C and PBG are applicable	Payment through Letter of Credit (LC) at sight with bank charges to respective accounts	4.5% of basic material cost
2	DO	Payment through Letter of Credit (LC) with usance credit of 45 days, with bank charges to respective accounts	2.5% of basic material cost
3	DO	Sight draft with credit period less than 45 days.	1% of basic material cost

Note:-

In case of Ex-works delivery, freight charges and transit insurance will be calculated and will be added in cost while evaluation to arriving " Total cost to BHEL" .

Any other payment terms , other than BHEL standard payment terms or other than above deviations are liable for rejection.

A(ii).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	80% basic payment + 100% taxes & duties with 45 days credit + 10% after commissioning +10% against PBG (where both commissioning & PBG are applicable)	100% with 45 days credit after commissioning & submission of PBG	Nil

Any other payment terms, other than BHEL standard payment terms or other than above deviations are liable for rejection.

In case PBG is not furnished, 10% of basic material cost will be withheld from supply invoice . This withheld amount will be paid either against submission of supplementary invoice and original PBG or against supplementary invoice without PBG after expiry of warranty period .

B. ***For non compliance of Penalty clause for in 'SUPPLY' and 'E&C'*:**

For the purpose of penalty for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site

Penalty on delay in „Supply" and/or „E&C" will be applicable to the delays attributed to vendor. Penalty will be considered separately for „Supply" and „E&C".

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).

The rate 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).

Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + E&C) for the delayed machine.

In case any bidder is not accepting the above penalty for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. The extra loading will be intimated before opening price bid or reverse auction by BHEL.

General:

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.

Vendors are requested to quote for this tender. Any intimation regarding changes in technical or commercial, during tender evaluation, will be intimated only to the vendors who have participated in this tender.

For submission of PBG , please refer clause 19 of page 8.

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C. <u>For non conformance to delivery requirement indicated in the RFQ:</u>

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	Delivery requirement as indicated in the RFQ 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

ANNEXURE-A

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

(for Foreign Purchase Orders)

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 / Not acceptable
2	EMD as mentioned in RFQ	Submitted/Not submitted
3	CEBG as detailed in clause 18	Acceptable / Not acceptable
4	**Terms of Payment**: Against "SIGHT DRAFT" on presentation of documents to our bankers. (a)80 % is payable on negotiation of complete set of original documents,10% after commissioning & balance 10% against submission of PBG (where both Commissioning & PBG are applicable). (b) Deviation if any please specify	(a) Acceptable / Not acceptable (b)
5	**BHEL's penalty clause:** (a) Delay in delivery as per PO delivery date will result in penalty of 0.5 % (half percent) per week at the basic price of the goods+E&C for the undelivered quantity, subject to a maximum of 10% individually. Please refer pg 12,clause 31 B. (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
.6	**Performance Bank guarantee (If applicable)**: PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as detailed in clause 19.	Yes / No
7	**Terms of delivery:** (a) FCA/FOB interntional Airport/Seaport as per Clause 21 (a)(Indicate name of International Airport/Seaport) (b) Deviation if any Please specify	(a)Acceptable / Not acceptable (b)
8	**Warranty:** (a) 18 months from the date of dispatch or 12 months from the date of commissioning or as specified in RFQ (b) Deviation if any Please specify	(a)Acceptable / Not acceptable (b)
9	**Delivery period:** Indicate number of weeks from the date of issue of Purchase order	_____Weeks
10	**Validity:** (a) Quotation should remain valid for a period of 90 days from the due date (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
11	**Bank charges(If applicable):** (a) Bank charges within India is to BHEL account and outside India is to Vendor's account (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
12	Weight and Dimension of consignment with packing	Furnished / To be furnished

With this, it is inferred that vendor has understood and accepts all terms & conditions as indicated above.
NOTE: The above filled-in and signed-sealed document (in original) shall be furnished as part of Part-I Bid without fail. If no deviations are brought, it will be treated as if all terms and conditions of this enquiry are accepted by vendor without any deviation.

Signature of vendor / with stamp

ANNEXURE-B

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

(For Indigenous Purchase Orders)

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 / Not acceptable
2	EMD as mentioned in RFQ	Submitted/Not submitted
3	CEBG as detailed in clause 18	Acceptable / Not acceptable
4	**GST Number of bidder:-** **HSN code for material supply:-**	
5	**SGST / CGST / IGST / UGST for material supply** If applicable indicate %.	Applicable / Not applicable _____%
6	**SAC code for services:-** **SGST / CGST / IGST / UGST for services.**	----------%
7	**Payment terms:** (a) 80 % basic payment + 100% taxes, duties & freight charges with 45 days credit after receipt of material, 10% after commissioning& balance 10% against submission of PBG (where both commissioning & PBG are applicable) (b) Deviation if any please specify	(a) Acceptable / Not acceptable (b)
8	**BHEL's penalty clause:** (a) Delay in delivery as per PO delivery date will result in penalty of 0.5 % (half percent) per week at the basic price of the goods+E&C for the PO quantity, subject to a maximum of 10% individually. Please refer pg.12 ,clause31 B (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
9	**Performance Bank guarantee (PBG) (If applicable:** PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as per clause 19.	Yes / No
10	**Terms of delivery:** (a) Ex- EDN or ESD / BHEL, Bangalore (Free delivery to BHEL Bangalore including freight, insurance ,packing & forwarding charges) (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
11	**Warranty:** (a) 18 months from the date of dispatch or 12 months from the date of commissioning or as specified in RFQ (b) Deviation if any Please specify	(a) Acceptable / Not 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 / Not acceptable (b)
14	**Bank charges (If applicable):** (a) All Bank charges to vendor's account (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
15	Weight and Dimension of consignment with packing	Furnished / To be furnished

With this, it is inferred that vendor has understood and accepts all terms & conditions as indicated above.
NOTE: The above filled-in and signed-sealed document (in original) shall be furnished as part of Part-I Bid without fail. If no deviations are brought, it will be treated as if all terms and conditions of this enquiry are accepted by vendor without any deviation.

Signature of vendor / with stamp

ANNEXURE – C

CONTRACT EXECUTION BANK GUARANTEE BOND

This deed of guarantee made this …… day of ……. 20... by the…..……. Bank Ltd, (hereinafter referred to as "the Bank") in favour of Bharat Heavy Electricals Limited, Bangalore having its registered Office at New Delhi with its Unit Office at Bangalore where as M/s…… having its registered office at …… (hereafter called the "the Contractor") have entered in to contract with Bharat Heavy Electricals Limited, Bangalore for the supply of …… vide Purchase Order No …… dated ……..

1. We …….. Bank Ltd, do hereby undertake to pay to Bharat Heavy Electricals Limited, Bangalore an amount not exceeding Rs…… against any loss or damage caused to or suffered or would be caused to or suffered by Bharat Heavy Electricals Limited, Bangalore by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order.

2. We, …….. Bank Ltd, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Bharat Heavy Electricals Limited, Bangalore stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by Bharat Heavy Electricals Limited, Bangalore by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order or by reason of the Contractor‟s failure to perform the said Purchase Order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs……..

3. We, …… Bank Ltd, further agree to the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase Order and that it shall continue to be enforceable till all the dues of Bharat Heavy Electricals Limited, Bangalore under or by virtue of the said Purchase Order have been fully paid and its claims satisfied or discharged or till Bharat Heavy Electricals Limited, Bangalore certifies that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the …… we shall be discharged from all liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date the claim shall be enforceable and Payable only by any one of the BHEL Consortium Banks in India (List is attached herewith) notwithstanding the fact that the said enforcement is effected after the said date

For the purpose of this clause, any letter making demand on the Bank by Bharat Heavy Electricals Limited, Bangalore dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the Bank **(any one of the BHEL Consortium Banks as per list attached as selected by the vendor)** shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

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

5. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Bangalore.

We, …… Bank Ltd, lastly undertake not to revoke this guarantee during its currency except with the previous consent of Bharat Heavy Electricals Limited, Bangalore in writing.

In witness whereof we..... (indicate the name of Bank) have hereunto setout Bank

Seal the..... day ..... month 201

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

(1) It should be typed in the <u>Rs. 100 value of stamp paper.</u>

(2) It should be <u>signed by TWO bank officials</u> with Rubber stamp containing names & employee numbers of bank officials.

(3) It should be submitted <u>with bank covering letter</u> with sign and seal of the bank official.

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

ANNEXURE-D

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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 assig ns) incorporated under the Companies Act, 1956 and having its registered office at_____through i ts Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at_____[2] hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....[3] valued at Rs.....[4] (Rupees)/FC.....(in words.....) for .....[5] (hereinafter called the 'Contract') and the Contract or having agreed to provide a Contract Performance Guarantee, equivalent to .....% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,we, ..., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ---------- (Rupees ----------) without any demur, immediately 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 guarant ee. 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/ Supplier 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 thereunder and the contractors/supplier shall have no claim against us for making such payment.

We the .....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its cl aims satisfied or discharged.

We ..... 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 c onditions of the said Contract or to extend time of performance by the said Contractor/Supplier 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 Contra ctor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall no t be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier 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.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee aga inst the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including..... [6] and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or chan ge of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. 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 liabilities under this guarantee thereafter. 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 contain ed hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed..... [8]
b) This Guarantee shall be valid up to .....[9]

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 guaran tee irrespective of whether or not the original bank guarantee is returned to the Bank.

We,_____Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Dated.....

Place of Issue.....

[1] *NAME AND ADDRESS OF 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.
   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.

The BG should clearly specify that the demand or other document can be presented in

ANNEXURE – E

LIST OF CONSORTIUM BANKS

BANK GUARANTEE (BG) SHALL BE ISSUED FROM THE FOLLOWING BANKS ONLY:

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

Note:

- BG should be directly sent to BHEL by the issuing Bank along with covering letter.
- All BGs must be issued from BHEL consortium banks listed above.
- BHEL may accept BG from other Public Sector Banks also which are not listed above.
- BG will not be accepted from Scheduled Banks and Co-operative Banks.
- In case BG is issued from a bank located outside Indian Territory and is issued in foreign currency, the BG must be routed through and confirmed by any one of the above mentioned consortium banks.
- This list is subject to changes. Hence vendors are requested to check this list every time before issuing BGs.

ANNEXURE-F

LIST OF INTERNATIONAL GATEWAY AIRPORTS

SCHEDULE NO	COUNTRY	CURRENCY CODE	AIRPORT
D01	UK	GBP	LONDON (HEATHROW)
D02	UK	GBP	NEW CASTLE
D03	UK	GBP	OXFORD. CHETLAM
D04	UK	GBP	BRISTOL. WELLINGBOROUGH
D05	UK	GBP	BIRMINGHAM
DO6	UK	GBP	EAST MIDLANDS
D07	UK	GBP	MANCHESTER
D08	UK	GBP	LEEDS
D09	UK	GBP	GLASGOW
D10	FRANCE	EURO	PARIS (ROISSY) & LYON
D11	SWEDEN	EURO	STOCKHOLM
D12	SWEDEN	EURO	GOTHENBERG & MALMO
D13	ITALY	EURO	ROMA, MILAN
D14	ITALY	EURO	TURIN, BOLOGNA, FLORENCE
D15	NETHERLANDS	EURO	AMSTERDAM, ROTTERDAM
D16	AUSTRIA	EURO	VIENNA, LINZ, GRAZ
D17	BELGIUM	EURO	ANTWERP, BRUSSELS
D18	DENMARK	DKK	COPENHAGEN
D19	JAPAN	JPY	TOKYO, OSAKA
D20	SINGAPORE	SGD	SINGAPORE
D21	CANADA	CAD	TORONTO
D22	CANADA	CAD	MONTREAL
D23	USA	USD	NEW YORK, BOSTON
D24	USA	USD	CHICAGO
D25	USA	USD	SAN FRANCISCO, LOS ANGELES
D26	USA	USD	ALANTA, HOUSTON
D27	GERMANY	EURO	MUNICH, KOLN, DUSSELDORF, HANNOVER, HAMBURG, STUTTGART, DAMSTADT, MANIHIEM, NURUMBERG
D28	GERMANY	EURO	FRANKFURT

D29	GERMANY	EURO	BERLIN
D30	SWITZERLAND	SFR	BASLE, ZURICH, GENEVA
D31	SPAIN	EURO	BARCELONA
D32	AUSTRALIA	AUD	SYDNEY
D33	AUSTRALIA	AUD	MELBOURNE
D34	AUSTRALIA	AUD	PERTH
D35	CZECH	EURO	PRAGUE
D36	HONG KONG	HKD	HONG KONG
D37	NEW ZELAND	NZD	AUCKLAND
D38	RUSSIA	USD	MOSCOW
D39	SOUTH KOREA	USD	KIMPO INTERNATIONAL, INCHEON
D40	FINLAND	EURO	HELSINKI
D41	ROMANIA	EURO	BUCHAREST
D42	NORWAY	EURO	OSLO
D43	IRELAND	EURO	DUBLIN
D44	ISRAEL	USD	TEL AVIV
D45	UAE	USD	DUBAI
D46	OMAN	USD	MUSCAT
D47	EGYPT	USD	CAIRO
D48	TAIWAN	USD	TAIPEI
D49	UKRAINE	USD	KIEV
D50	CHINA	USD	SHANGHAI, SHENZHEN
D51	PHILIPINES	USD	MANILA
D52	MALAYSIA	USD	KUALALUMPUR, PE NANG
D53	CYPRUS	USD	LARNACA
D54	SOUTH AFRICA	USD	JOHANNESBERG, DURBAN
D55	SLOVAKIA	EURO	BARTISLOVA
D56	SAUDI ARABIA	SAR	RIYADH
D57	TURKEY	EURO	ISTANBUL
D58	THAILAND	USD	BANGKOK
D59	BRAZIL	USD	SAO PAULO, RIO DE JANEIRO

ANNEXURE-G

Electronic Funds Transfer (EFT) OR Paylink Direct Credit Form

Please Fill up the form in CAPITAL LETTERS only.

TYPE OFREQUEST(Tick one):_____CREATE_____CHANGE

BHEL Vendor / Supplier Code:	
Company Name :	
Permanent Account Number(PAN):	
Address	

City: _____ PINCODE _____ STATE _____

Contact Person(s)	
Telephone No:	
Fax No:	
e-mail id:	

1	Bank Name:	
2	Bank Address:	
3	Bank Telephone No:	
4	Bank Account No:	
5	Account Type: Savings/Cash Credit	
6	9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank	
7	Bank swift Code(applicable for EFT only)	
8	Bank IFSC code(applicable for RTGS)	
9	Bank IFSC code(applicable for NEFT)	

A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.

B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transfering Bank responsible.

C This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.

D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:

Designation: Telephone NO. with STD Code

Company Seal

Bank Certificate

We certify that_____has an Account No_____with us and we confirm that the bank details given above are correct as per our records.

Date: (.....) Place:
Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to: Bharat Heavy Electricals Ltd,
Attn:
Electronics Division, Mysore Road, BANGALORE - 560 026
In case of any Query, please contact : concerned Purchase Executive

ANNEXURE – H

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 • *Attach **authorization letter** and **agency agreement** from Principal (from whom capital equipment is procured)* • *Attach copy of declaration from Foreign Principal for **total guarantee/ warranty of indigenous supplies***
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	**Organisational 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
6.9	If any Ex BHEL Personnel employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
9.0	**Financial information**
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less)

ANNEXURE I

PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES

Benefits /facilities as applicable for Micro and small enterprises (MSEs) shall be available to MSEs registered with Government designated authorities as per the Purchase & Price Preference Policy of the Government subject to them becoming eligible otherwise.
Vendors who qualify as MSE vendors are requested to submit applicable certificate (as specified by the Ministry of Micro, small and medium Enterprises) at the time of vendor registration. Vendors have to submit any of the following documents along with the tender documents in the part –I / Technical bid to avail the applicable benefits.
a . Attested copy of valid NSIC certificate or
b . Attested copy of either Entrepreneur's Memorandum Part II (EM II) certificate /Udyog Aadhar certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II/Udyog Aadhar) or
c. EM II /Udyog Aadhar certificate along with attested copy of a CA certificate (format enclosed Annexure- I where deemed validity of EM II certificate / Udyog Aadhar certificate of five years have expired) applicable for the relevant financial year (latest audited).
Date to be reckoned for determining the deemed validity will be the date of bid opening (part –I in case of two part bid and three part bid).

Document have to be notarized /attested by a gazetted officer and must be valid as on the date of part I bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Please note that no benefits shall be applicable if any deficiency in the above required documents are not submitted before the price bid opening /Reverse Auction. If the tender is to be submitted through e- procurement portal, then the above required documents are to be uploaded on the portal.
Bidders to however note the documents that shall be furnished in order to establish credentials as MSE vendor should be as per the extant statutory requirements specified by the Ministry of Micro, Small and Medium Enterprise.

Evaluation of offer for MSEs

(A) MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25 % of the requirement against this tender provided
B). The MSE vendor matches the L1 price.
C) . L1 price is from a non MSE vendor.
D) . L1 price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 – nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 +15% band (if L3 is also within 15% band).
E). 25% of the 25% (i.e. 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (A) & (B) are fulfilled. Minimum 3% reservation for women owned MSEs within the above mentioned 25% reservation.
F). In case where no vendor under SC/ST category firms are meeting the conditions mentioned in (A) and (B) or have not participated in the tender, in such cases the 4% quantity will be distributed among the other eligible MSE vendors who have participated in the tender.
G) Serial no A TO E will not be applicable wherever it is not possible to split the tendered quantity/ items on account of customer contract requirement , or the tendered are systems.

Public Procurement (Preference to Make in India)

As per the directives of Government of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion, purchase preference shall be given to the local suppliers**.**

"For this procurement, Public Procurement (Preference to make in India) order 2017 dated 15. 06.2017 & dated 28.05.2018 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the RFQ but before finalization of Contract /purchase order/work Order against the RFQ. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and /or local content in respect of this procurement, same shall be applicable."

Certificate by Chartered Accountant on Letter Head

This is to certify that M/s..... .....(Hereinafter referred to as y') 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 per the latest audited financial year 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 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 in within permissible limit of Rs..... Lacs or.....

(or)

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

Date:

(Signatur

e)

Name -
Membership Number -
Seal of Chartered Accountant