



An ISO 9001  
Company

**Bharat Heavy Electricals Limited**  
(High Pressure Boiler Plant)  
Tiruchirappalli-620 014, Tamil Nadu, India  
Dept: MATERIALS MANAGEMENT/BOI

**Annexure – A- Terms and Conditions**

**ACCEPTANCE OF TECHNO - COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS**

<b>Description of the Equipment</b>		<b>Supply of STIRRER / AGITATOR WITH MOTOR</b>
<b>Projects</b>		<b>NALCO Damanjodi SCR Project</b>
<b>BHEL Tender No. &amp; Date</b>		<b>1802200092 dated 24.05.2022</b>
<i>To be filled by bidder</i>		
<b>Name of the firm (Bidder)</b>		:
<b>Offer reference</b>		:
<b>Address</b>		:
<b>Contact details</b>		<b><u>Contact person 1</u></b> <b>Name:</b> <b>Designation:</b> <b>Office Phone:</b> <b>Mobile:</b> <b>e-mail:</b> <b><u>Contact person 2</u></b> <b>Name:</b> <b>Designation:</b> <b>Office Phone:</b> <b>Mobile:</b> <b>e-mail:</b>
<b>Sl. No.</b>	<b>Terms and conditions</b>	<b>Vendor's confirmation</b>
1 (a)	<b>Technical Requirements:</b> Supply of STIRRER / AGITATOR WITH MOTOR shall be as per the below mentioned specifications attached with the enquiry: 1. Technical Specification TSR:021/rev01 2. Technical specification of LT AC motors (safe area) TCI: 140/Rev-12 3. Project specific transmittal TR: LT AC-DC MOTOR: 8100.	
1 (b)	Quality Plan shall be submitted by bidder in case of placement of PO incorporating the requirements mentioned in Annexure-Q. Supply shall be as per the quality plan approved by BHEL/end customer.	
1 (c)	<b>Pre-qualification requirement (PQR):</b> Offer shall be considered only if bidder is meeting Tender Prequalification requirement (Annexure-B). Vendor to comply with Pre-Qualification requirement of the tender and submit along with their technical bid - the credentials and other documents as indicated in the PQR in the format prescribed. Otherwise their offer will get rejected.	
1 (d)	<b>Evaluation method</b> Tender evaluation will be on total landed cost to BHEL including all cost up to destination. Currency of evaluation shall be <b>INR.</b>	

1 (e)	Vendor shall quote as per the enclosed price Schedule format only.	
1 (f)	<p>Inspection by BHEL/ BHEL approved TPIA/Customer. Inspection and testing requirements are to be carried out as per the specification and BHEL/ end customer approved QAP and all test certificates are to be submitted in complete set as indicated in our specification/QAP. In case of order, vendor to give the inspection notification for all witness test as per the QP for BHEL/end customer 3 working days before date of inspection.</p>	
2 (a)	<p><b>Firm Price:</b> The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.</p>	
2 (b)	<p>The Tender will be operated in two part bid system. One-part consisting of PQR, Technical bid with Commercial terms &amp; conditions and other part is Price Bid. Based on the PQR compliance, techno commercial suitability and sub vendor approval by end customer, vendors will be short-listed. The price Bid of short listed vendors will be opened on a suitable date with due intimation to vendors. Reverse Auction is not applicable for this tender. <b>For taking up for customer approval, bidders are requested to submit previous supply credentials of similar item.</b></p>	
3 (a)	<p><b>Delivery term:</b> The quote shall be on FOR <b>Nalco Damanjodi</b> project, Odisha basis inclusive of Packing, forwarding, Freight. Transit Insurance is under BHEL scope.</p>	
4 (a)	<p><b>Payment terms:</b> Payment term is 100% direct payment after 90 days from the date of dispatch against site acknowledgement and against 10% PBG as per SI. No. 4(c) below. <b>MSE vendors</b> Payment will be as per MSMED Act, 2006 against submission of 10% PBG. Supplier quoting for MSME payment term should submit Udyam Registration Certificate along with Part-I bid.</p>	
4 (b).	No deviation is permitted in payment term. Any deviation on the above term is liable for rejection.	
4 (c).	<p><b>Performance Bank Guarantee:</b> BHEL require a performance Bank Guarantee to a value of 10% of supply value covering the guarantee period. The PBG shall be in BHEL format (Format attached) which is to be opened in any one of the banks mentioned under List of Consortium Banks attachment. All banks charges shall be to vendor account only. Any deviation on PBG leads to rejection of offer</p>	
5 (a).	<p><b>Liquidated damages (LD):</b> a) Time is the essence of the contract. b) The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order. c) In case the supplier supplies the ordered items beyond the</p>	

	<p>delivery period specified, Liquidated Damages -LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirapalli under any other condition of the contract/applicable legal provisions.</p> <p>d) Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order(PO) would make the supplier liable to an un-conditional LD at the rate of 0.5% of the total order value per week of the delay or part thereof subject to a maximum of 10% of the total order value.</p> <p>e) Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</p> <p>f) For “FOR Delivery terms”, Lorry way bill date will be taken for LD calculation for cases where E way bill is not mandatory. Wherever E Way Bill is involved, the date of commencement of movement of vehicle as reflected in E way Bill [the ‘Valid from’ date in the E way Bill] will be taken for LD calculation</p> <p>g) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers. Hence applicable GST shall also be recoverable from suppliers on LD amount. Debit note will be issued by BHEL for this amount, indicating the respective supply invoice number.</p>	
5(b).	In case of PO placements, required documents have to be submitted for approval within 15 days from the date of PO & reply for any further clarification has to be within 7 days. Any delay beyond the above specified period will be considered during LD calculation.	
6 (a).	<p><b>Warranty Period:</b></p> <p>Vendor shall give warranty against design &amp; manufacturing defects for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.</p>	
6 (b).	<p><b>Repair &amp; replacements:</b> Within the warranty period, vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end. All incidental charges like freight, insurance and customs duty are to your account only. If the supplier fails to replace / rectify the defective/ damaged items on free of cost within 60 days of reporting from our end, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>. would be taken against such supplier without prejudice to the other remedies available to BHEL under the contract and law in this regard.</p>	
6 (c).	<b>Warranty Period:</b> No Deviation is permitted. If still vendor offered any deviation on the warranty period, it may lead to rejection of offer.	
7.	<p><b>Risk purchase clause:</b></p> <p>a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and</p>	

	<p>cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.</p> <p>b. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.</p> <p>c. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:</p> <ul style="list-style-type: none"> <li>• from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.</li> <li>• from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</li> </ul>	
8.	<p><b>Suspension of Business Dealings:</b></p> <p>The offers of the bidders who are under suspension as also the offers 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 <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage.</p>	
9	<p><b>Delivery Period:</b></p> <p>Delivery Period shall be 8 weeks from Manufacturing clearance.</p> <p>Manufacturing clearance will be provided based on document approval from BHEL (GA drawing, data sheet and Quality plan) and site erection schedule.</p> <p>Material shall be dispatched after obtaining dispatch clearance from BHEL.</p>	
11.	<p><b>Documents are to be submitted along with technical bid (Part-1)</b></p> <p>01. Covering letter</p> <p>02. Unpriced offer.</p>	

	<p>03. Filled technical specification  04. Filled BHEL Terms and condition sheet (Annexure-A)  05. Filled Pre-Qualification requirement (Annexure- B) along with supporting documents  06. Catalogue's  07. Detailed BOM of the package with weight details of each item.  08. MSE documents (if applicable)  09. Make In India certification in attached format  10. Filled up No Deviation Format</p> <p>Documents are to be submitted along with Price bid (Part-2)  01. Priced offer as per the format attached with enquiry.</p> <p><b>Note:</b> All the pages of documents are to be signed and sealed by authorized signatory of the company. Any query during enquiry stage shall be replied within three days failing which offer may be rejected as non-responsive.</p>	
12.	<p><b>Offer Validity:</b>  120 days minimum from techno commercial bid opening ( Part-1)</p>	
13.	<p><b>O &amp; M manuals:</b> Detailed O&amp;M manuals shall be furnished. Three soft copies of O&amp;M manuals in (CD ROM) compact disc to be submitted. One hard copy and one CD should be sent along with transit assembly to site directly.</p>	
14.	<p><b>Kindly indicate the GST No of your Firm</b></p>	
15.	<p><b>Kindly Indicate the HSN Code for all items</b></p>	
16.	<p><b>Please indicate the applicable GST % ( IGST )</b></p>	
17.	<p>Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.</p>	
18.	<p>Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) &amp; Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST &amp; UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal &amp; IRN.</p>	

19.	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)	
20.	Invoices will be processed only upon completion of statutory requirement and further subject to following:  i. Vendor declaring such invoice in their GSTR-1 Return/ IFF ii. Receipt of Goods or Services and Tax invoice by BHEL	
21.	As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).	
22.	In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.	
23.	In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor	
24.	In case GST credit is denied to BHEL due to non-receipt or 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 claimed in the invoice shall be disallowed to the vendor.	
25.	Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.	
26.	Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.	
27.	GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 –Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can	

	directly download the Certificate from the GSTN Portal.	
28.	<p><b>MSE VENDOR:</b></p> <p><i>i. If L1 vendor is an MSE vendor entire project package will be ordered on L1 vendor.</i></p> <p><i>ii. If a Non MSE vendor is coming as L1, then L1 prices will be counteroffered on MSE vendor who is quoting price within the price band L1+15% and if they are agreeing, purchase order will be awarded for full/complete supply of total tendered value to MSE.</i></p> <p><i>iii. If more than one MSE vendors are available in the L1+15% price band then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor is not accepting it will be counteroffered to the next MSE vendor in the price band and so on.</i></p> <p><i>iv. Finally if none of the MSE vendor in the price band is not accepting it will be ordered on L1 non MSE vendor.</i></p> <p>Payment for MSE Indigenous vendors will be as per MSMED Act, 2006</p> <p>MSE suppliers can avail the intended benefits only if they submit along with the offer, attested/notarized copy of <b>Udyam Registration certificate</b>.</p> <p><b>Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry, in case of any deficiency in the above required documents or in case the documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal even if submitted earlier.</b></p>	
29.	<p><b><u>Packing Requirements (for indigenous vendors):</u></b></p> <ul style="list-style-type: none"> <li>• Packing should ensure the healthiness of the Equipment including all electrical Accessories which may be stored for longer period (up to 2 years) at Site conditions (open to atmosphere).</li> <li>• All openings (Fluid, Pneumatic &amp; Electric) shall be firmly capped.</li> <li>• Items shall be packed in suitable enclosure (to prevent damage/rusting due to Seashore atmospheric conditions) from all four sides and also it should be covered with polythene to make it water proof.</li> <li>• Packing and struts shall be used to arrest rolling of items and to avoid transit damage.</li> <li>• Limit switches and such components shall be encapsulated properly with suitable material like Thermocol.</li> <li>• Suitable arrangement (lugs/hooks) for loading and unloading of the equipment in packed condition at site.</li> </ul>	
30.	<p><b><u>Fraud Prevention Policy</u></b></p> <p>Bidder along with its associate /collaborators /sub-contractors /sub-</p>	

	vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
31.	<p><b><u>Cartel Formation</u></b></p> <p>All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) &amp; (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.</p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.</p>	
32.	<p><b><u>Resolution of Disputes</u></b></p> <p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>Notes:</p> <ol style="list-style-type: none"> <li>1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</li> <li>2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</li> </ol> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Terms and conditions.</p> <p>The Annexure X together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this terms and conditions.</p> <p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any</p>	

	<p>dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.</p> <p>Subject as aforesaid, the provision of Arbitration &amp; Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>The seat of arbitration shall be Trichy, Tamil Nadu, India</p> <p>The cost of arbitration shall be borne as per the award of the Arbitrator.</p> <p>Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p><u>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.</p>	
33.	<p><b><u>Force Majeure clause</u></b></p> <p>a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations</p>	

	<p>under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.</p> <p>b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.</p> <p>d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.</p>	
34.	<p><b>Set off :</b> BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.</p>	
<b>Note.</b>	<ol style="list-style-type: none"> <li>1. In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.</li> <li>2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL. Any deviation in specified commercial terms- Annexure-A, will lead to rejection of offer.</li> <li>3. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.</li> <li>4. <b>Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure-A only.</b></li> </ol>	



**ANNEXURE B**  
**Technical Pre-Qualification Requirement (PQR) for**  
**Agitator for Waste Ammonia Dilution System**

***VENDOR SHALL MANDATORILY FURNISH THE TECHNICAL PQR DOCUMENTS  
AGAINST EACH CLAUSE ALONG WITH OFFER FOR EVALUATION.***

1. The vendor shall be an established **agitator** supplier and having adequate Engineering, Manufacturing, testing and servicing facilities and shall furnish technical backup documents in proof for above requirements.
2. The vendor shall have experience of having supplied **agitator for waste ammonia dilution system** as per the technical specification for SCR plants or application of similar severity. Supply reference list with details of PO, PO date, customer name shall be submitted.
3. The **agitator** offered shall be from the existing regular supply range of the vendor. Vendor shall provide the product catalogue.
4. Proven track record is required. Minimum One end user certificate for the satisfactory operational performance of their product supplied meeting requirements specified in enquiry specification or greater.

(or)

successfully executed two POs for same item meeting requirements specified in enquiry specification or greater.

Vendor to submit the corresponding datasheets / drawings / technical documents of supplied item as per end user certificate/PO's.

5. In case of ordering, the Vendor shall have the responsibility for the following and same to be confirmed point wise.
  - i) Vendor should have the component replacement responsibility in case of defect / failure.
  - ii) Vendor shall have capability to assist during commissioning at erection site.
  - iii) Vendor should ensure the product performance during erection & commissioning and ensure performance guarantee.
6. Backup document checklist to meet PQR to the fullest satisfaction of BHEL:

S. No	Document description	Check list (√ if submitted)	Name of the document furnished by vendor (document description / Number) with number of pages
1	Documents to meet clause(1)	<input type="checkbox"/>	
2	Supply reference document (General reference list) to meet clause (2)	<input type="checkbox"/>	
3	Product Catalogues to meet clause (3)	<input type="checkbox"/>	
4	Min. one end user certificate (or) Two POs to meet clause (4)	<input type="checkbox"/>	
5	Confirmation to clause meet clause (5)	<input type="checkbox"/>	

**Signature of Vendor & Seal**

## PART-I (No Deviation Certificate)

Note: The following Declaration to be submitted on the bidder's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

===== SUPPLY OF STIRRER/AGITATOR WITH MOTOR FOR NALCO DAMANJODI PROJECT=====

Enquiry No.: 1802200092 dated 24.05.2022

I/We M/s. ....  
have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation". In case of any deviation (Technical or commercial) the same is mentioned below.

SPECIFICATION	a) Technical Specification TSR:021/rev01 b) Technical specification of LT AC motors (safe area) TCI: 140/Rev-12 c) Project specific transmittal TR: LT AC-DC MOTOR: 8100 d) Annexure-Q (Minimum requirements of Quality plan for agitators)	
DOC. REFERENCE	BHEL ENQ. CALLED FOR	FIRM'S ALTERNATE OFFER
-Nil-	-Nil-	-Nil-

- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on [www.bhel.com](http://www.bhel.com)) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

(Contractor Signature with Seal)

Contractor Signature

Contractor Seal

## BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

**IFSC AND MICR CODE**

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_<sup>1</sup> through its Unit at.....(name of the Unit) having awarded to ( Name of the Vendor / Contractor / Supplier ) (VENDOR CODE ) with its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the 'Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees -----)/FC.....(in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to .....% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. 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 any sum or sums upto a maximum amount of Rs -----<sup>6</sup> ( Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. 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. \_\_\_\_\_.

4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

6. 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/satisfactory completion of the performance guarantee period as per the terms of the 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 claims satisfied or discharged.

7. 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 conditions of the said Contract or to extend time of performance by the said Vendor / 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 Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / 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.

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

9. This Guarantee shall remain in force upto and including.....<sup>7</sup> and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / 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.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>8</sup>we shall be discharged from all liabilities under this guarantee thereafter.

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

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>6</sup>

- b) This Guarantee shall be valid up to .....<sup>7</sup>
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date <sup>8</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

14. 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.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> CONTRACT VALUE

<sup>5</sup> PROJECT/SUPPLY DETAILS

<sup>6</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>7</sup> VALIDITY DATE

<sup>8</sup> DATE OF EXPIRY OF CLAIM PERIOD

<b>List of Consortium Banks</b>	
<b>Sl. No.</b>	<b>Name of the bank</b>
1.	State Bank of India
2.	Canara Bank
3.	Axis Bank
4.	Bank of Baroda
5.	Central bank
6.	Citi Bank N.A.
7.	Deutsche Bank
8.	Exim Bank
9.	Federal Bank Limited
10.	HDFC Bank Limited
11.	Hongkong and Shanghai Banking Corporation Limited
12.	Indian Bank
13.	ICICI Bank Limited
14.	IDBI Bank Limited
15.	IndusInd Bank Limited
16.	Indian Overseas Bank
17.	Kotak Mahindra Bank Limited
18.	Punjab National Bank
19.	RBL Bank Ltd.
20.	Standard Chartered Bank
21.	Union Bank of India
22.	Yes Bank Limited