

BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (UA)
Fax: 01334-223948/226462, Phone: 285309 / 281980
E-mail: gurmit@bhelhwr.co.in

No. Cap/OT/09

Date: 26-09-2009

Subject: Open tender as detailed below:

OPEN TENDER

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited from the manufacturers for the supply of the following items:-
2. Last date for taking tender documents and opening of tenders is indicated against each tender. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.
3. Intending indigenous vendors must remit the tender fee of Rs. 2,000.00 for indigenous supplies and foreign vendors of equivalent foreign currency \$ 50.00 / €40.00 from foreign vendors against each tender along with the requisite EMD in the form of bank draft only (Cheque / Bank Guarantee are not acceptable) while submitting the tender documents as detailed in "Instruction to Bidders", after down loading from this web site.
3. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
4. Other terms and conditions will be as per tender documents.

Sl. No.	Tender No.	Description of Equipment	Qty. (Nos.)	Last date to get from BHEL	Opening date
1.	C/6210/9/2178T/1	Transfer Trolley 30 MT as per enclosed specification	1	05.11.2009	06.11.2009

Special Instructions:

- Guarantee certificate required.
- Test Certificate required.
- Operation & Maintenance manual required.
- Erection & Commissioning required at site
- Recommended spares required
- Pre- inspection by BHEL required
- 3 view drawings should be submitted with the offers
- Detailed calculations for motor rating selected must be submitted with the offer.
- Erection / installation charges to be quoted separately
- Spares recommended for 5 years should be quoted separately and price for each & quantity should be mentioned.

(Gurmit Singh)
AGM (Capital Purchase)



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334 285309

Enq. No.: C/6210/9/2178T/1

Date of issue : 26-09-2009

Due Date : 06-11-2009

M/S.....

.....

Sub: Tender Enquiry No. C/6210/9/2178T/1

Dear Sir,

We are pleased to invite your offer in TWO PARTS strictly as per enclosed terms and conditions and instruction to bidders, in sealed covers for the under mentioned equipment / systems.

Sl. No.	Description of Equipment	Qty. (Nos.)	Delivery Required	EMD (Earnest Money Deposit)
1.	Transfer Trolley 30 MT as per enclosed specification	1	01-07-2010	Rs. 50000.00 (Rs. Fifty thousand only) or equivalent foreign currency

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

NOTE: The vendor should submit their best price at this stage it self and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored & the bid is likely to be rejected.

Part-1 bids shall be opened of those vendors **ONLY AFTER ENSURING AVAILIBLITY OF EMD AND TENDER FEE (PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE {drawn in favor of BHEL Hardwar} IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS “EMD & TENDER FEE”)** at 2 PM on the due date in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals, for attending the bid opening.

All Govt. of India / PSU / State Govt. entities / NSIC registered vendors (if registered for tendered item) are exempted from submission of EMD.

NSIC registered vendors (if registered for tendered item) are also exempted from submission of tender fee

Purchase preference will be given to CPSE s as per GOI notification no. DPE/13(12) 2003-Fin. Dated 26th Oct'04

KINDLY READ "INSTRUCTIONS TO BIDDERS" **THOROUGHLY**. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED

Thanking You,
Yours Faithfully,
For & ON BEHALF OF BHEL, HARDWAR

(Gurmit Singh)
AGM (Capital Purchase)

INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

1. The tenders to be submitted in three parts (part I Techno -Commercial Bid, part II price Bid & part III vendor evaluation form) as described below on or before the due date.
 - The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored.
 - Any corrections / amendments shall be properly & fully authenticated with signature.
 - BHEL will deal directly with the manufacturer and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agents (all individuals / companies – representative / adviser / retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc. are agents)
 - The bidders (originals manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by fax / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in this tender.
 - However, the suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable.

1.1 PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:

- a) Complete Technical offer in TWO sets (one original + one copy).
- b) Catalogue of the Equipment,
Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- c) Acceptance of commercial terms by vendor as per **Annexure I**.
- d) Deviation with reference to specification to be laid down on separate sheet.
- e) Copy / replica of price Bid (without prices).
- f) Quality plan to be submitted on the prescribed format as per BHEL Quality requirements for approval, Quality plan should enclose vendor's own standard, test procedures, list of sub vendors for Bought out items cross-referred, if any.
- g) The rating of the company quoting for this tender from a third party (independent agency) preferably by M/S Dun and Bradstreet should be submitted. (DUN NUMBER), however this is not mandatory.
- k) Any additional documents (please specify).

1.2 PART-II (PRICE BID)

The price Bid (with price) to be submitted along with part I, for the complete scope **strictly** as specified in the price schedule attached as **Annexure-II**. Individual prices must also be mentioned against each clause of tender specification.

Prices are to be indicated in both figures and words.

- a) **Foreign Suppliers:** The prices are to be quoted on C&F Mumbai (Sea) / New Delhi (Air) basis. The bidder who quote on other than C&F Mumbai / New Delhi basis then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby port, against the enquiry/freight rate available with BHEL. Further non-availability of ship will not be

accepted for rescheduling or waiving of penalties. Transit insurance will be arranged by BHEL.

- b) **Indigenous suppliers:** Vendors to quote rates on FOR destination basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience, name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiving of penalties
- c) **Insurance during transportation** shall be taken care of by BHEL.
- d) Applicable sales Tax, Excise duty, service tax, educational cess and any other statutory levy should be indicated separately and clearly in the quotation, else it will be concluded that the offer is inclusive of all taxes and duties.
- e) The comparison between foreign and indigenous bids shall be done based on the Landed price basis (**FOR destination**).

1.3 Part-III (Vendor Registration / evaluation form)

The VREF duly filled up will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness. Vendor evaluation form can be downloaded from www.bhel.com

- 2. PART-I containing techno-commercial part and part-III containing vendor Registration/ evaluation form will be opened on the date and time specified in the covering letter, in the presence of those vendors, who wish to attend the tender opening.
- 3. Offer should be completed in all respect i.e. Part-I, Part-II, Part-III and Part-IV.
- 4. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
- 5. The part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders whose techno-commercial bid and financial health has been found acceptable.

6.0 MARKING OF ENVELOPE :

- 6.1 The part-I, part-II & part-III and part-IV (the envelope containing drafts for EMD and tender fee) shall be individually sealed and super scribed as indicated below and shall be enclosed further in the envelop duly sealed and super scribed as "TENDER FOR (ITEM NAME) AGAINST TENDER NO. _____ DUE ON _____ CONTAINING PART-I, PART-II, PART-III& PART-IV OF THIS OFFER.

- 6.2 The following shall be subscribed on the envelopes:

- 1. PART-I
 - 1. TENDER NO. AND ITEMS DESCRIPTION
 - 2. DUE DATE FOR OPENING.
 - 3. "TECHNO-COMMERCIAL BID PART-I"

2. PART-II
 1. TENDER NO. AND ITEMS DESCRIPTION
 2. DUE DATE FOR OPENING OF PART-I
 3. "PRICE BID PART-II"
 3. PART-III
 1. TENDER NO. AND ITEMS DESCRIPTION
 2. DUE DATE FOR OPENING.
 3. VENDOR EVALUATION / REGISTRATION FORM
 4. PART-IV
 1. TENDER NO. AND ITEMS DESCRIPTION
 2. DUE DATE FOR OPENING
 3. EMD AND TENDER FEE
- 6.3 Envelopes not marked as above are liable to be ignored and will not be opened.
7. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.

IN CASE VENDORS ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY,
THEN A LETTER OF REGRET MUST BE SENT IF THEY HAVE COLLECTED THE
TENDER DOCUMENTS FROM BHEL.

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DESCRIPTION	VENDOR'S CONFIRMATION
<p>1. Payment terms:</p> <p><u>For indigenous supply :</u></p> <p>80% of material cost to be paid against dispatch documents through bank and balance 20% of material cost + Service charges (all services provided at BHEL including E&C, job proving, training etc.) will be paid after satisfactory erection & Commissioning and submission of PBG of 10% of total order value in BHEL prescribed format from any consortium bank of BHEL and valid for full guarantee period.</p> <p><u>For import supply :</u></p> <p>80% of FOB value + 100% sea freight charges to be paid through 1st L/C against dispatch documents through bank and balance 20% of FOB value + Service charges (all services provided at BHEL including E&C, job proving, training etc.) will be paid after satisfactory Erection & Commissioning and submission of PBG of 10% of total order value in BHEL prescribed format from any consortium bank of BHEL and valid for full guarantee period.</p> <p>Note (for import supply only) :</p> <p>a) 1st L/C for 80% material cost and sea freight charges shall be opened for 3 months i.e. 2 months before dispatch and shall be valid till 1 month after dispatch for negotiation.</p> <p>b) 2nd L/C for 20% of material cost + Service charges (all services provided at BHEL including E&C, job proving, training etc.) will be opened before vendor's E&C personnel starts for BHEL Haridwar.</p> <p>c) First LC will be opened only after receipt of bank guarantee towards security deposit and clean order acceptance (ink signed).</p> <p>Loading on payment terms if not agreed by vendor will be as follows:</p> <p>If payment at the time of dispatch against shipping/dispatch documents (Y) exceeds BHEL's term of 80%, loading will be :</p> <p>"1.5% per month for the amount Y exceeding 80% of contract value i.e. 1.5% of (Y-0.8Z) where Z is the contract value. As such loading of 6% will be done for imported and 3% for indigenous items."</p> <p>In case any bidder does not accept any of the above condition then their offer is likely to be rejected by BHEL and technical bid will not be processed and no correspondence in this regards will be entertained</p>	
<p>2. PBG Term: Performance Bank Guarantee equal to the value of 10% of the total order value to be submitted on BHEL prescribed format from BHEL consortium bank and valid for full WARRANTY / GUARANTEE period. This bank guarantee shall have to be submitted before release of last balance payment.</p>	
<p>3. Currency of payment : Euro / Dollar / CHF etc.</p>	

<p>4. For indigenous supply the currency shall be Indian Rupees.</p>	
<p>5. Charges for Services at BHEL Haridwar :</p> <p>Services to be rendered at BHEL Haridwar like E&C, proving, training to operators, supervising foundation work etc.</p> <p>For Indian Suppliers: It should be quoted in Indian Rupees.</p> <p>For Foreign suppliers: If supervision is being carried out by persons residing in India, it should be quoted in Indian Rupees.</p> <p>These charges are essentially to be indicated separately in price bid. Vendor to confirm</p> <p>BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's representatives visiting BHEL Haridwar for Erection & Commissioning</p>	
<p>6. Taxes: All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.</p>	
<p>7. Security Deposit : Vendor has to submit security equal to the amount of 5% of the total order value in the currency of order within one month of receipt of order in the form of Bank Guarantee in BHEL format from BHEL consortium bank and valid up to two months beyond shipment date.</p> <p>SSI units registered with NSIC for the tendered items are exempted from submission of security deposit up to the monetary limit. However, copy of NSIC certificate for the tendered item must be included in the technical offer.</p>	
<p>8. Submission of Bank Guarantee : All bank guarantees for security deposit as well as performance bank guarantee should be from one of the BHEL consortium banks (annexure-III) and the bank guarantees should be in the format as prescribed by BHEL (annexure-IV). The performance bank guarantee as well as the list of consortium banks is displayed at BHEL web-site www.bhelhwr.co.in however, in case the bank guarantee is not from BHEL consortium banks, then the vendor has to confirm bank guarantee on consortium bank and the bank charges are to be borne by the bidder.</p>	
<p>9. Order Acceptance : Order Acceptance (ink-signed) must be submitted within 30 days from the date of PO. Bank guarantee towards security deposit must be submitted along with the order acceptance.</p>	

<p>10. Late delivery penalty clause (LD) : Penalty for late delivery shall be applicable @ 0.5% per week and part thereof subject to a maximum of 10% for total PO value. If any vendor does not accept the LD @ of 0.5% per week and part thereof subject to a maximum of 5% of total PO value, their offer will be ignored. Vendors accepting LD terms different from the proposed terms of @0.5% per week and maximum 10%, their offer will be loaded @ %age deviation from the range of 10% on their prices (FOB for import and ex-factory for indigenous). If the vendor does not accept as above, their offer is likely to be ignored and technical bid will not be processed.</p>	
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<p>11. Delivery of the equipment:</p> <ul style="list-style-type: none"> • Delivery must essentially be C&F Mumbai Sea port for import supply and FOR BHEL Haridwar for indigenous supply. Sea freight charges for import and land freight charges for indigenous items must essentially be quoted and indicated separately in price bid. • Categorically indicate time period required for delivery of the equipment. • Firm delivery period for the equipment to be stated w.e.f. date of LOI/ Order. • Commissioning & handing over of complete system in weeks. 	
<p>12. Settlement of Disputes:</p> <ul style="list-style-type: none"> • Settlement of disputes through arbitration shall be in accordance with Arbitration Rules of Conciliation and Arbitration of the ICC, Paris. The venue of arbitration shall be New Delhi. The courts of New Delhi shall have exclusive jurisdiction. • For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction. 	
<p>13. Authorization for pre-inspection: BHEL is authorized to pre inspect the material at vendor's works. The material will be dispatched only after getting clearance from BHEL.</p> <p>Pre-inspection call should be given 15 days in advance in case of indigenous suppliers and 45 days in case of foreign suppliers, if supplier fails to give pre-inspection call within stipulated time, this will not be a reason of penalty waiver or delivery extension</p>	
<p>14. Drawing / data approval : Any drawing / data approval required from BHEL after placement of order Shall be the responsibility of the vendor and any delay on account of the same shall be the responsibility of the vendor and have no bearing on the penalty applicable.</p>	
<p>15. Drawing / design / information use: The vendor will have to give an undertaking that the drawing / design / information enclosed with the enquiry / proposed order will not be parted to any other agency and will also not be used for manufacturing for any other customer.</p>	
<p>16. Time period for Foundation /Erection & Commission: Vendor will have to ensure deputation of their people for erection & commissioning or for attending to any complaint during guarantee period within 7 days of intimation. In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.</p>	
<p>17. 5 Sets of O&M Manual : 5 Sets of Operation & Maintenance Manual shall have to be supplied along with the equipment. Final payment will be released only after receipt of the required documentation.</p>	
<p>18. Training: Vendor shall provide required training to BHEL personnel as required in technical specification.</p>	

19. Purchasing of BOI items: Vendor shall purchase the BOUGHT OUT ITEMS only from vendors of repute and indicate the same to BHEL at the time of approval of GA drawing. BHEL reserves the right to visit / inspect the works of supplier and that of their sub contractors before or after placement of order.	
20. Spares, tooling, jigs and fixtures: The equipment being new, above items shall be needed in bulk at a later stage. However two separate lists of spares, tooling, jigs and fixtures should be sent along with quotation. 1. Items which vendor recommends as very necessary, are to be made available along with the equipment. 2. Item which may be required at a later stage (The price validity of these items should be for a minimum period of two years from the date of commissioning of the equipment)	
21. Details of Contact person : Name, Designation, Department, complete postal address, E-mail address, Fax No., phone No., Mobile No. to be mentioned.	
22. Phyto sanitary Certificate essential for packages (Wooden) in case of imported supplies.	
23. Validity: Validity of the offer should be 180 days from tender opening date.	
24. Bank Charges: Bank Charges on either side or suitable loading will be done	
25. Participation in Reverse Auction : BHEL may decide to process the case through RA (As per Annexure-V attached) . Vendors to give their confirmation for participation in Reverse Auction process.	
26. Foreign Suppliers : Dispatching port & Country to be mentioned essentially	
26. Total weight: Gross / Net in Kg. Also package size essentially should be indicated, if not exact then approximate value.	
Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry.	

PRICE SCHEDULE**ANNEXURE-II**

For import supply (Please attach un-priced copy of this price schedule in techno-commercial bid)

Description	Price (in foreign currency)
Basic machine and equipment as per tech. specification covering all features (FOB price)	
Total accessories (FOB price)	
Total Essential Tooling / Consumables (FOB price)	
Total Spares (FOB price)	
Training at vendors works – per man per week rate must be indicated. BHEL will calculate total training cost on pro rata basis if number of persons and / or number of weeks increase.	
Sea freight	
Total C&F cost =	
Total Services to be rendered at BHEL Haridwar like E&C, job proving etc. (price break-up to be indicated against corresponding clauses of technical specification)	
Service Tax @10.3% or as per prevailing rate	
Total Service at BHEL =	

For indigenous supply (Please attach un-priced copy of this price schedule in techno-commercial bid)

Description	Price (in Indian rupees)
Basic machine and equipment as per tech. specification covering all features (ex-works price)	
Total accessories (ex-works price)	
Total Essential Tooling / Consumables (ex-works price)	
Total Spares (ex-works price)	
Training at vendors works – per man per week rate must be indicated. BHEL will calculate total training cost on pro rata basis if number of persons and / or number of weeks increase.	
Packing charges	
Excise duty : @8.24% or prevailing rate	
CST @2% or prevailing rate against form C	
Forwarding charges	
Freight up to BHEL Haridwar stores	
Total supply cost =	
Total Services to be rendered at BHEL Haridwar like E&C, job proving etc. (price break-up to be indicated against corresponding clauses of technical specification)	
Service Tax @10.3% or as per prevailing rate	
Total service charges =	

NOTE :

- a) Clause wise breakup of the above prices should be indicated in the **Tech. Specification else the bid is liable for rejection**. Un-priced copy of the above price schedule must be submitted along with Techno-Commercial bid.
- b) Per person per week rates against each category of training must be mentioned separately in Technical Specification.
- c) BHEL will not provide boarding, lodging, travel cost (air ticket, local transport etc.) to vendor's representative visiting BHEL Haridwar for Erection & Commissioning.
- d) Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined in Tech. Specification and considering all terms and conditions. **Optional items as indicated in technical specification will not be taken into consideration for establishing L-1 vendor**. Therefore, prices of optional items should not be included in the above prices. However, prices of optional items to be quoted clause wise in Technical specification.
- e) **Since transit insurance shall be arranged by BHEL, vendor need not to quote insurance cost.**
- f) Prices quoted in this calculation sheet shall be covering the total scope of supply as per and no change in price after submission of tender shall be allowed unless there is change in specification or terms and conditions or specifically asked by BHEL. For better understanding of technical and commercial requirements, pre-bid meeting can be arranged with BHEL against specific request from vendors before tender submission.

In case there is any mismatch in price quoted in the above price schedule (Annexure-II) and clause wise price break-up in technical specification, the principle of "comparing at the highest and ordering at the lowest" shall be adopted.
- g) Total weight - Gross / Net in Kg.
Also package size essentially should be indicated (if not exact then approximate).
- h) **Excise duty:** Concession forms requirements etc. to be stated wherever applicable.

NOTE:

1. BHEL will evaluate the technical bids against essential criteria / requirements. BHEL may seek clarifications on technical bid, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**

It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

2. All the bidders whose offers have been accepted by BHEL will be given prior notice regarding opening of their original price bid.

Date :

Signature :

Name :

Designation :

Department :

M/s

ANNEXURE-III

LIST OF CONSORTIUM BANK*

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

* Please check the list of consortium banks on the following web site www.bhelhwr.co.in every time a bank guarantee is executed.



ANNEXURE-IV

WAM-28

Proforma for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division HEEP Hardwar (hereinafter called the Company') having agreed to exempt----- (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement date. ----- Made between -----and ----- for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ----- (Rupees-----only).

1. We, _____ (Indicate the name of the Bank) _____ (hereinafter referred to as 'the Bank') at the request _____ (Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
2. We, _____ (indicate the name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. 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 undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

4. We, _____ (indicate the name of 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 Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this 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 the liability under this guarantee thereafter.
5. We, _____ (indicate the name of the Bank) _____
further agree with the Company that the Company 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 Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We, _____ (indicate the name of the bank) _____
lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____ (indicate the name of the bank) _____

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTIONING

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.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. 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 business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.