

Bharat Heavy Electricals Limited

(A Government of India Undertaking)
Electronics Division
P B NO 2606, Mysore Road, Bangalore - 560026
Tel 080 26746117 / 26998366 Fax 080 26740137

Tender document for supply of THREE PHASE PROGRAMMABLE VOLT CURRENT SOURCE WITH MEASUREMENT

R F Q Number: TRSM900016

Tender Qty : Two Numbers

Tender Due Date and Time : 19.09.2008 13.00 Hrs
Tender Opening Date and Time : 19.09.2008 13.30 Hrs
Place of opening of Tender : SA – MM Conference hall

Scope:

Supply, Installation and Commissioning of THREE PHASE PROGRAMMABLE VOLT CURRENT SOURCE WITH MEASUREMENT

1. Two part Bid - Tender shall be submitted in two parts:

a. Part I – Techno commercial bid without prices.

b. Part II - Price bid

Tender (quotation) shall be submitted in a sealed envelope super scribed with RFQ NUMBER / and DUE DATE on it and the same must reach our office on or before the due date by 13:00 hrs. Quotation can also be dropped in the tender box with caption "Sub Assembly - TRS". Late quotations are liable to be rejected.

Tender shall be addressed to **Sr.DGM / EM - Coml,** Electronics Division, Bharat Heavy Electricals Ltd., Mysore road, Bangalore 560026.

- 2. Earnest Money Deposit: EMD of Rs 30,000/- (Rupees thirty thousand only) shall be submitted in the form of DD along with the Techno-commercial bid in a separate sealed cover in favor of "Bharat Heavy Electricals Limited" payable at Bangalore. EMD in the form of DD / Pay order only is acceptable & any other form is not acceptable and the bid is liable for rejection. EMD amount doesn't carry any interest. The same will be converted as Security Deposit for the successful bidders and for unsuccessful bidders the same will be refunded after finalization of the order. For successful bidders EMD will be refunded after submission of PBG.
- <u>3. Delivery Period:</u> Equipment shall be delivered, within 4 months from the date of placement of technically & commercially clear purchase order.
- **4.0 Warrantee period :** Equipment shall have a comprehensive warrantee of 12 months from the date of installation / acceptance and accordingly PBG shall be for 12 months from date of acceptance.



5. Terms and conditions:

- 1. All the Bidders shall meet the **pre-qualification criteria** and Comply with **Technical Specification** mentioned in this specific tender.
- 2. Indian Bidders are required to comply with the **general terms and conditions** as per SA 01 (Annexure –I)
- 3. Foreign Bidders are required to comply with the **general terms and conditions** as per SA 02. (Annexure –II)

REF: 384/SKP/FR3/PQ02

Pre Qualification Criteria for SAT Capital Equipment

- 01. The vendor shall be an Original Equipment Manufacturer (OEM). Only the OEM, or their authorized dealers in India along with a Valid Authorization Letter can submit offers.
- 02. The offer shall be only for Standard Catalog Items from the manufacturer and not custom-made one. All the specifications should be supported by Standard published Catalogs and Data Sheets of the manufacturer(OEM), to be enclosed with the Offer.
- 03. Offer shall be for a new equipment and not for any refurbished / used equipment. All the parts used in the machine shall also be new and not used / refurbished ones. A declaration to the above effect to be furnished.
- 04. Foreign OEM shall have Authorized Indian dealer(s) / representative(s) for After- sales service and support. The authorization letter for the dealer/ representative shall be provided.
- 05. The vendor should have already supplied and installed three machines of similar capacity in India and operating satisfactorily for at least one year. The details of the customers with contact details, machine model installed, date of installation etc. to be provided.
- 06. The vendor or their authorized service representatives shall have trained engineers in India for commissioning & service for the offered equipment and shall be in a position to provide prompt after sales service and spares support for our installations.
- 07. The vendor shall be in a position to undertake AMC or provide service support for the equipment supplied, after the expiry of the warranty/ guarantee period either directly or through a service representative.
- 08. If required by BHEL, the vendor shall arrange for a demonstration of the machine or a similar system operating in India.
- 09. The vendor shall furnish a comprehensive warranty for at least 12 months from the date of commissioning.

NOTE:

- 1. Pre qualification will be carried out based on the details furnished by the vendor / feedback from their customers / inspection of the company / product if required by BHEL and at its sole discretion.
- 2. The Pre qualification criteria are mandatory requirements and the technical bids will be evaluated only when the Pre Qualification criteria are met.



(Vendor shall enclose the following compliance statement with the Techno-Commercial $\mbox{\sc Bid})$

Vendor Compliance Statement: BHEL Ref:	Date: SUP Ref:	
<u>Clause:</u>		
01		
02		
03		
04		
05		
06		
07		
08		
09		
		Signature & Seal



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Checklist of Documents/Information Submitted(in sequence) with the Bid:

(Enclose with Techno Commercial Bid and Confirm for compliance for the following:)

BHEL Ref: Date:

SUP Ref:

SUP R		Compliance
	nalification related Documents with Techno Commercial Bid:	<u> </u>
01.	Clause-wise Compliance Statement for Pre-Qualification Criteria enclosed.	
02.	Documents as requested in Pre-Qualification Criteria enclosed.	
03.	Bank Guarantee / EMD is enclosed with Techno Commercial Bid, if applicable.	
04.	Enclose a List of all the Documents enclosed with the Offer, - in sequence.	
Other 1	Documents to be submitted with the Techno Commercial Bid:	
05.	Clause-wise compliance Statement against Technical Specification enclosed. (Specify additional information/ draw reference to info enclosed, if appropriate.)	
06.	Standard Catalogs & Data Sheets of the OEM supporting all specifications enclosed.	
07.	List of the Parts constituting the Spares Package(if applicable) is enclosed	
08.	AMC:(if applicable), Details of Scope of Maintenance & Schedules enclosed.	
09.	The Un-priced Bid(one to one copy of price bid, but with the prices blank) shall be enclosed with Techno Commercial Offer.	
10.	Any other applicable Documents/Information enclosed.	
Price B	id:	
11.	Ensure the Offer is properly structured and suitably Numbered for clarity.	
12.	The Offer shall be structured under different Heads for clarity as applicable. Ex. Main Equipment Package, Options, Spares, AMC etc. (Uniquely number each priced item. Indicate Part No. / Model No.).	
13.	In case of Multiple Offers(ex. Different Models offered), Offers shall be clearly designated like Offer-1 , Offer-2 etc. and also uniquely numbered.	
14.	The Offer Validity shall preferably be indicated as Valid up to Date	

We confirm that our offer complies with above requirements / enclosures.

Vendor Signature / Date Name / Designation, & Company Seal



DET.	\mathbf{C}		CIZD		$\Lambda 1$	/D	$\Lambda\Lambda$
REF:	SA	П-	SKP	- V F 5-	VI.	/Kev	w

Specification for 3PH Programmable Vol-Current Source with Measurement

Note: 01. All Quotes by Vendors shall include Compliance Statement to the Specifications herein. Deviations, if any should be brought out.

02. The Specifications should be supported by Standard Catalogs and Data Sheets of the Suppliers / Manufacturers.

		_
1.00	Operation & Control	
1.01	Single & 3-Phase Operation	The Equipment should be configurable for Single Phase or 3-Phase 4500VA Operation.
1.02	Front Panel Controls	Shall be capable of full Standalone operation from Front Panel Controls
1.03	Independent Programmability for each Phase	Three separate arbitrary waveform generators to enable create independent, complex waveforms on all three phases simultaneously.
1.04	Standard Waveforms: (pre-shipped with Equipment)	Sine, Square, Triangle wave, • Clipped sine waves • Sine waves with spikes • Fractional dropouts
1.05	User Defined Waveforms:	Up to 20 user created Waveforms shall be stored in nonvolatile Memory. All wave shape parameters shall be definable. The User Defined Waveforms shall be accessible from the front panel for selection.
1.06	Simulation Facility	Cycle drop out, distortion, Surge, Ramp up
1.07	Remote Interface	IEEE-488.2 interface SCPI protocol
2.00	Input Power:	400VL-L, 3ph ± 10% @ 50Hz ± 3Hz
3.00	Output Ratings:	
3.10	Power: Maximum Power/PH - Single Phase / 3-PH	4500VA(Sing Ph. Op.), 1500VA/Ph (3 Ph. Op.)
3.20	Voltage Range(L-N), 3PH	0 to 300V Ph to Neutral
3.21	Vol Accuracy:	≤ ±0.5V from 5V to 300V, upto 1KHz
3.22	Vol Resolution:	0.05% of full scale
3.23	Line Regulation	≤ ±0.05% FS for ±10% Line Change
3.24	Load Regulation	≤ ±0.05% FS from no load to full load, upto 1KHz
3.30	Output Current (per phase)	≥ 5Amps per phase(3ph. Op) @ 300V ≥ 12Amps per phase(3ph. Op) @ 110V
3.40	Frequency Range	DC, AC: 40Hz to 1000Hz
3.41	Frequency Accuracy	±0.025%



3.42	Frequency Resolution	≤ 0.01Hz upto 99Hz ≤ 0.1Hz from 100Hz to 999Hz	
3.50	Phase Angle Programming	0 to 359 degrees in 0.1deg resolution.	
3.51	Phase Accuracy & Resolution: (Phase-to-Phase Balanced Linear Resistive Load)	Accuracy ±1°, 40 Hz to 1 kHz Resolution: ±0.1°	
4.00	Protection and Safety	Overcurrenet, Short Circuit, Overtemperature, and Adjustable Current Limit Trip.	
5.00	Measurement: Shall support measurement of the indicated parameters.	 Phase to Neutral RMS Output Voltages Phase to Phase Voltages 1ø to 3ø RMS Output Currents Peak Current Output Frequency 1ø to 3ø Power 1ø to 3ø VA Power Factor of 1ø or 3ø Loads Output Phase Angles Relative to Phase A Measurement Capability: 4.5 Digit. 	
6.00	General Specifications:		
6.01	Operating temperature:	0 deg to 45deg C	
6.02	Operating Humidity:	85% at 25°C	
6.03	Power:	400VL-L, 3ph ± 10% @ 50Hz ± 3Hz	
7.00	Supply, Terms & Conditions:		
7.01	Acceptance Criteria	Test report & Factory Calibration certificate. Functional test after receipt at BHEL EDN	
7.02	Accessories:	Std. Accessories, Power Cord, Spare Fuses	
7.03	Manuals(mandatory)	Operation, Service, Calibration	
7.04	Warranty Certificate:	Comprehensive. One year from the date of Commissioning.	



Annexure - I

General Terms and conditions for supply of Captal items : (indigenous -Two part bid) SA-01

Bidders are required to read the general terms & conditions carefully and submit their quotation covering all the points. Any order resulting from this enquiry shall be governed by the general terms and conditions listed below.

- 1. **TWO PART BID:** Quotation shall be submitted in two part bid.
 - (a) Techno-commercial i.e., un priced Bid: 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 QUOTATION FORMAT (Annexure I (b)) preferably in the same format. Samples if asked and any other enclosures, which the supplier wish to submit like product catalogue etc., in a sealed envelope super scribed clearly as "TECHNO-COMMERCIAL BID" with RFQ No. and DUE DATE.

Un priced copy of price bid shall be enclosed with the techno-commercial bid 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 / comments on all the clauses is essential.

Compliance to pre qualification criteria shall be part of Techno-commercial bid.

Manufacturer's name, their trade mark and brand if any should be invariably mentioned in the tender and illustrative leaflets giving technical particulars etc., are to be attached to the tender to facilitate consideration of the offer.

(b) Price Bid: Price bid should contain basic prices, discount if any, applicable taxes & duties, packing & forwarding charges (if applicable), Freight & insurances (if applicable) etc., in a sealed envelope super scribed clearly as "PRICE BID" with RFQ No. and DUE DATE. Erection and commissioning charges if any shall be included in the price bid.

Please indicate the rates in both figures and words. However in case of difference, the lowest of the two rates will be considered as correct.

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

Tender (quotation) shall be submitted in a sealed envelope super scribed with RFQ NUMBER / and DUE DATE on it and the same must reach our office on or before the due date by 13:00 hrs. Quotation can also be dropped in the tender box "Sub Assembly - TRS". Late quotations are liable to be rejected.



Tender shall be addressed to **Sr.DGM / EM - Coml**, Electronics Division, Bharat Heavy Electricals Ltd., Mysore road, Bangalore 560026.

- 3. The rates quoted against each item shall be in the same units stated in the enquiry. If the quotations are submitted in any other unit than specified, relationship between two sets of units must be furnished in the offer.
- 4. As far as possible, the quotations shall be free from corrections / overwriting. Corrections if any should be initialed with your seal and signature. 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 evaluating of the lowest quote.
- 5. Please sign the offers. Unsigned bids/offers are liable for rejection.
- 6. All the bidders or their authorized representatives can witness opening of technocommercial bid on the due date.
- 7. After evaluation of techno-commercial bids, price bids of only those who are technically 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 quantities in each item to be purchased may vary from quantities enquired according to the actual requirement at the time of placing the purchase order. Quantity discount if any should be mentioned in your offer.
- 9. BIDDERS shall indicate clearly Excise duty, Education cess, Sales Tax/VAT, Octroi, Entry tax, Service Tax as applicable for the quoted items. In the absence of clarity of these, any claim at a later date will not be entertained. Any changes in Taxes and duties after award of the contract will not be considered except such of those, which are imposed by Govt., notification within the contractual delivery. Seeking price amendments for change in Excise duty due to crossing of turnover limits will not be considered under any circumstances.
- 10.TOTAL COST TO BHEL: Lowest Bid (L1) is determined on the basis of the total cost to BHEL. Total cost to BHEL = Total basic value + Packing & forwarding charges + Excise duty + Education cess + sales Tax/VAT + Octroi / Entry tax+ Freight + Insurance (as per BHEL Insurance premium) + Service Tax (as applicable) + Loading factors for deviations to commercial terms & conditions.

Purchase order will be placed on Lowest bidder (L1) only.

- 11. <u>FIRM PRICE</u>: Rates quoted should be firm and no enhancement in the rates and changes in the techno-commercial terms will be allowed once the quotation is accepted and order placed.
 - If Erection & Commissioning is in supplier's scope, then the price shall remain FIRM till commissioning & handing over of the complete system. PVC clause is not acceptable.



- 12. **TERMS OF PAYMENT:** The terms of payments are as follows.
 - (a) 90% within 30 days from the date of acceptance of equipments & balance 10% against submission of PBG.
 - (b) In case where 90 % & 10% payment terms are opted instead of PBG, 90 % Payment will be released within 30 days of acceptance. Balance 10% payment will be paid against submission of supplementary invoice after 12 months of warranty period + 6 months claim period.
- 13. <u>ADVANCE PAYMENT:</u> Quotations with payment terms of "Advance" or "Inland letter of credit" will not be considered and such offers are liable for rejection commercially.
- 14. **PENALTY:** Failure to supply the item within the delivery date specified in the purchase order will make the supplier liable to an unconditional penalty of ½% (One half percent) of the value (basic material cost) of the goods in arrears per week subject to a maximum of 10%.
 - 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 penalty calculation.
 - In the absence of reports stated above, actual date of inspection will be considered as date of dispatch for penalty calculation.
- 15. <u>PBG:</u> Performance Bank Guarantee (PBG) to be submitted as per the BHEL prescribed format (Annexure I (c)) for 10% of the basic equipment value obtained from any BHEL member banks.
 - PBG shall be valid for 12 months + 6 months claim period (totally 18 months) from the date of dispatch.
- 16. **WARRANTY:** Goods dispatched shall have warranty period of 18 months from the date of dispatch or 12 months from date of commissioning, whichever is earlier.
- 17. TERMS OF DELIVERY:

For Vendors in Bangalore jurisdiction: Equipment shall be delivered free at EDN / BHEL, Bangalore, inclusive of packing & forwarding charges.

- All other vendors: 1. Packing shall be Road / Air / Rail worthy, to take care of any transit damages.
 - 2. Dispatch the consignments through EDN/BHEL approved transporters (Annexure I (a))
 - 3. Small consignments can be dispatched through M/S First Flight Couriers Ltd or any other carrier approved by BHEL.
- 18. <u>DELIVERY PERIOD:</u> Equipment shall be delivered as per the requirement of specific R F Q / tender. Offers such as ex-stock subject to prior sale or delivery at the earliest will not be entertained.
 - 15 days time will be granted for giving order acknowledgement beyond which it will be treated as delay and considered as penalty zone if overall delivery does not take place in agreed delivery period.
- 19. **VALIDITY:** Quotation should remain valid for a period of **90 days** from the due date of tender.



- 20 **EARNEST MONEY DEPOSIT**: EMD as per the requirement of specific tender shall be submitted in the form of **DD along with Techno-commercial bid.** EMD in the form of DD only is acceptable and any other form is not acceptable and the bid is liable for rejection. DD shall be drawn in favor of "Bharat Heavy Electricals Limited". EMD amount doesn't carry any interest. The same will be converted as Security Deposit for the successful bidders and for unsuccessful bidders the same will be refunded after finalization of the order. For successful bidders EMD will be refunded after submission of PBG.
- 21. <u>RISK PURCHASE:</u> 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.
- 22. BHEL reserves the right to RE-FLOAT/REJECT/CANCEL this TENDER ENQUIRY (RFQ) without assigning any reason or cause thereof. Quotes received against this TENDER ENQUIRY are subject to and governed by all these terms and conditions. BHEL's decision will be final in awarding of the contract and binding on all vendors.
- 23. **REVERSE AUCTION**: BHEL reserves the right to go for reverse auction at any point of time before opening of price bid.
- 24. BHEL reserves the right to Accept / Reject the offer in full or part there off depending on BHEL's requirement.

25 POST ORDER REQUISITS:

- (a) Pre-shipment inspection at your works, if required, will be done by BHEL. Required assistance to be provided at the time of pre-shipment inspection.
- (b) Test certificates and warranty certificates as stipulated at the time of ordering shall be furnished.
- (c) Items shall be dispatched with road/air/sea worthy packing. Any rejection due to poor packing shall be to supplier's account.
- (d) Any rejection should be made good or replaced immediately without any extra cost to BHEL.
- (e) Wherever commissioning is involved, it shall be carried out on a turnkey/supervisory basis. Scope of work includes design, fabrication, supply, installation, commissioning and trial run till satisfactory performance level is reached as certified by the user department.
- (f) Copies of operation & instruction manuals to be supplied along with the equipment or before as per specification.
- (g) BHEL will not be responsible for any loss, damage or injuries to staffs sustained during erection/commissioning. Supplier shall ensure compliance with all statutory requisites as laid down by local bodies, state & Central Government.
- (h) Original invoice (2 copies) to be submitted at the office of DGM / EM -Coml for arranging payment.
- (i) As BHEL is also making payment through EFT, banker details in the prescribed format to be submitted.
- (j) Performance Bank Guarantee to be executed on Rs.100/- non-judicial stamp paper as per BHEL prescribed format (Annexure –I (c)).



- 26 . <u>PAST SUPPLIES / PERFORMANCE</u>: Detailed list of past supplies of quoted equipments for the last three years shall be enclosed along with the bid indicating customer, quantity supplied and year of supply. Performance certificate issued by customers may also be enclosed along with the bid.
- 27 Any dispute arising out of this shall be referred to the sole arbitration of Head of Materials Management, SA EDN, Bangalore or any other officer nominated by him and his decision shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore.
- 28. All suits in respect of this lie in the court of Bangalore only.

29 **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. For non compliance of BHEL standard Terms of payment:

SI.	BHEL standard term	If you quote	Loading factor in % for
No.			non-compliance
1	100% within 30 days from	Payment through bank	2 %
	the date of acceptance	Payment against	1.25 %
	(credit payment)	proforma invoice	
2	90% within 30 days from	Payment through bank	2 %
	the date of acceptance +		
	10% against PBG	Payment against	1. 25 %
	(wherever PBG is involved)	proforma invoice	
	,	100% within 30 days	Nil
		from the date of	
		aceptance & PBG	

B. For non compliance of Penalty clause:

SI.	BHEL standard term	If you quote	Loading factor for non-
No.			compliance
1	Penalty of 0.5% per week	Not agreed	10 %
	subject to max. of 10% on	5% max., agreed	5%
	the value of the items not	Other than the above	10% - agreed max. %
	supplied / delayed		_

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

SI.	BHEL standard term	If you quote	Loading factor for non-
No.			compliance
1	PBG for 10% of the basic	Not agreed	10 %
	material cost shall be	5% agreed	5 %
	furnished in the BHEL	Other than the above	10% - (minus) agreed max.
	prescribed format		%



D.Non conformance to delivery requirement of BHEL

BHEL requires the delivery of items within 4 months from the date of commercially clear PO. Delivery quoted more than 4 months will be subjected to a loading factor of 0.5 % per week as under:

SI.	BHEL standard term	If you quote	Loading factor in % for
No.			non-compliance
1	4 months form date of PO	5 months	2 %

However, any delivery quoted beyond 5 months is liable for rejection.

Annexure – I(a)

BHEL / EDN, BANGALORE APPROVED TRANSPORTERS

- 1. M/s Awagaman Road Carriers ltd., Bangalore. (AWG)
- 2. M/s BLR India pvt., ltd., Bangalore. (BLR)
- 3. M/s Delhi Assam Roadways corporation ltd., Bangalore. (DRL)
- 4. M/s Indo Arya Central transport ltd., Bangalore. (IACT)
- 5. M/s Prakash parcel Services, Bangalore. (PPS)
- 6. M/s Road Carrier of India, Bangalore. (RCI)
- 7. M/s Union Roadways ltd., Bangalore. (URL)



Annexure-I(b)

QUOTATION FORMAT PART – A TECHNICAL BID (INDIGENOUS)

SI. No.	Particulars	Bidder's confirmation
1	Price basis: Firm i.e., from the date of PO to completion of supply (Price Variation Clause not acceptable)	Acceptable / Not acceptable
2	Excise duty & Education cess: If applicable indicate %.	Applicable / Not applicable ED:% Edu. Cess%
3	Sale tax: If applicable indicate %	Applicable / Not applicable (a) VAT% (b) CST% against form C
4	Payment terms: (a) 90 % basic + 100% taxes, duties & freight charges within 30 days from the date of acceptance of equipment & balance 10% against submission of PBG.	(a) Acceptable / Not acceptable
	(b) Deviation if any please specify Note: As per clause 12	(b)
5	BHEL's penalty clause: (a) Delay in delivery as per PO delivery date will result in penalty of 0.5 % per week subject to maximum of 10% on the value of the items not supplied/delayed. (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
	Note: As per clause 14	
6	Performance Bank guarantee (PBG): PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as per clause 15.	Yes / No
7	Terms of delivery: (a) Ex EDN / BHEL, Bangalore (Free delivery to EDN/BHEL Bangalore including packing & forwarding charges) (b) Deviation if any Please specify Note: As per clause 17	(a)Acceptable / Not acceptable (b)
8	Warranty: (a) 12 months from the date of acceptance /commissioning (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)

Signature of tenderer / with stamp



PERFORMANCE BANK GUARANTEE (FOR INDIGENOUS PURCHASE ORDERS)

ANNEXURE-I(c)

Note: 1) To be executed in Rs 100/- Non-Judicial stamp paper.

- 2)To be submitted to purchase Dept. directly.
- 3) Do not enclose with Bank document.

PERFORMANCE GUARANTEE (PROFORMA OF BANK GUARANTEE)

THIS DEED						day of
						ered under the
-						king Companies
• -						e State Bank of
		-	•	-		head office at
		-		herein by	its Bran	ich Manager /
authorised	repre	esentative	Sri.			&
Sri		(Hereinafte	r called 'g	uarantor '	which term	shall mean and
include its s	uccessors	s and assigns)				
	IN FAVO	OUR OF BHAR	AT HEAVY	ELECTRIC	ALS LIMITE	∄D
		(Buye	r's Name)	, a comp	any regist	ered under the
companies A	Act, 1956	having its reg	istered of	fice at BH	EL House a	t Siri Fort , New
Delhi-100 04	9 and its	Electronics Div	vision at N	lysore road	d, Bangalore	e-26 (hereinafter
referred to a	s the 'Cor	mpany' Which	term sha	II include i	ts successo	ors and assigns):
Whereas		company		_		order on name of the
company / f					•	'Supplier' which
		, ,				n) for the supply
		· / Contract No	•		_	., ioi tiio ouppiy
or eyetem un		, 5511110151 115	<u></u>			
AND WHERE	AS the s	upplier has ac	reed to s	upply the	materials a	nd carryout the
						ut in the said
order/contra		and in accor	ualice Wi	tii tiic te	11113 SCL 0	at iii tiic sala
oruer/contra	Cl.					
AND WHERE	AS the co	ompany is not	required t	o pay to th	e supplier a	a sum of Rupees
			-			orks performed /
	_			_		supplier and the
						ranties and the
						en the company
-		-				
-	-	_	•			uarantee for the
said sum of						I Bank, in which
	mpany ha	•				the said sum of
Rupees		being	(%) of the va	alue of the 🤉	goods supplied /



Works performed / Services rendered under the agreement between the supplier and the company and the Guarantor has at the request of the supplier, agreed to furnish this Guarantee subject to the terms and conditions stated below:

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

1)	That during the period this contract of Guarantee remains effectual, the
	guarantor shall be liable in respect of the amount due and owing to the
	company in respect of the payments to the extent of Rs (in
	words) against any loss or
	damage caused to or suffered by the company by reasons of any breach of the
	terms of the said order / contract / Agreement by the supplier.

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



5)	The guarantor undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing.
6)	Notwithstanding anything herein above contained, the liability of the guarantor under these presents is restricted to Rs The guarantee shall be in force till its expiry on unless a demand is made on the guarantor within SIX months from the date of expiry, all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.
has	WITNESS whereof, the guarantor, acting through it authorised representative sexecuted this deed of Guarantee on the day, month and year first above itten.
	(Seal of the Bank to be affixed) WITNESS
	1.
	2



Annexure - II

General terms and conditions for the supply of Capital items (Imported – Two part bid)SA-02

Bidders are required to read the general terms & conditions carefully and submit their quotation covering all the points. Any order resulting from this enquiry shall be governed by the general terms and conditions listed below.

- 1. **TWO PART BID:** Quotation shall be submitted in two part bid.
 - (b) Techno-commercial i.e., un priced Bid: 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 QUOTATION FORMAT (Annexure II (b)) preferably in the same format. Samples if asked and any other enclosures, which the supplier wish to submit like product catalogue etc., in a sealed envelope super scribed clearly as "TECHNO-COMMERCIAL BID" with RFQ No. and DUE DATE.

Un priced copy of price bid shall be enclosed with the techno-commercial bid 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 shall be part of Techno-commercial bid.

Manufacturers name, their trade mark and brand if any should be invariably mentioned in the tender and illustrative leaflets giving technical particulars etc., are to be attached to the tender to facilitate consideration of the offer.

(b) Price Bid: Price bid should contain basic prices, discount if any, applicable taxes & duties, packing & forwarding charges (if applicable), Freight & insurances (if applicable) etc., in a sealed envelope super scribed clearly as "PRICE BID" with RFQ No. and DUE DATE. Erection and commissioning charges if any shall be included in the price bid.

Please indicate the rates in both figures and words. However in case of difference, the lowest of the two rates will be considered as correct.

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

Tender (quotation) shall be submitted in a sealed envelope super scribed with RFQ NUMBER / and DUE DATE on it and the same must reach our office on or before the due date by 13:00 hrs. Quotation can also be dropped in the tender box "Sub Assembly - TRS". Late quotations are liable to be rejected.



Tender shall be addressed to Sr.DGM / EM - Coml, Electronics Division, Bharat Heavy Electricals Ltd., Mysore road, Bangalore 560026.

- 3. The rates quoted against each item shall be in the same units stated in the enquiry. If the quotations are submitted in any other unit than specified, relationship between two sets of units must be furnished in the offer.
- 4. As far as possible, the quotations shall be free from corrections / overwriting. Corrections if any should be initialed with your seal and signature. 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 evaluating of the lowest quote.
- 5. Please sign the offers. Unsigned bids/offers are liable for rejection.
- 6. All the bidders or their authorized representatives can witness opening of technocommercial bid on the due date.
- 7. After evaluation of techno-commercial bids, price bids of only those who are technically 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 quantities in each item to be purchased may vary from quantities enquired according to the actual requirement at the time of placing the purchase order. Quantity discount if any should be mentioned in your offer.
- 9. BIDDERS shall indicate clearly Excise duty, Education cess, Sales Tax/VAT, Octroi, Entry tax, Service Tax as applicable for the quoted items. In the absence of clarity of these, any claim at a later date will not be entertained. Any changes in Taxes and duties after award of the contract will not be considered except such are those, which are imposed by Govt., notification within the contractual delivery. Seeking price amendments for change in Excise duty due to crossing of turnover limits will not be considered under any circumstances.
- 10. TOTAL COST TO BHEL: For imported scope of supply, lowest Bid (L1) is determined on the basis of the total cost to BHEL.

Total cost to BHEL = Total basic value in foreign currency + FOB charges if any + Packing & Forwarding charges if any + Cost Insurance Freight (CIF) + Basic Custom Duty (BCD) + Counter Veiling Duty (CVD) + Educational Cess + Special Additional Duty (SAD) + Entry Tax + Loading factors for deviations to commercial terms & conditions.

Purchase order will be placed on lowest bidder (L1) only.

Note: Exchange rate ruling on the date of Tender opening (Techno-commercial / un-priced Bid) will be considered for converting foreign currency to Indian currency. Exchange rates published in Economic Times (TT selling) will be considered.

11. **FIRM PRICE:** Rates quoted should be firm and no enhancement in the rates and changes in the techno-commercial terms will be allowed once the quotation is accepted and order placed.

If Erection & Commissioning is in supplier's scope, then the price shall remain FIRM till commissioning & handing over of the complete system. PVC clause is not acceptable.



- 12. <u>TERMS OF PAYMENT:</u> Payment will be made against "SIGHT DRAFT" on presentation of documents to our bankers. Payment through LC is also made subject to loading factors as per clause 29 (a).
 - The payment terms are as follows.
 - (a) 90% within 30 days from the date of acceptance of equipments & balance 10% against submission of PBG.
 - (b) In case where 90 % & 10% payment terms are opted instead of PBG, 90 % Payment will be released within 30 days of acceptance. Balance 10% payment will be paid against submission of supplementary invoice after 12 months of warranty period + 6 months claim period.
- 13. **ADVANCE PAYMENT:** Quotations with payment terms of "**Advance**" will not be considered and such offers are liable for rejection commercially.
- 14. **PENALTY:** Failure to supply the item within the delivery date specified in the purchase order will make the supplier liable to an unconditional penalty of ½% (One half percent) of the value (basic material cost) of the goods in arrears per week subject to a maximum of 10%.
 - 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 penalty calculation.
 - In the absence of reports stated above, actual date of inspection will be considered as date of dispatch for penalty calculation.
- 15. <u>PBG:</u> Performance Bank Guarantee (PBG) to be submitted as per the BHEL prescribed format (Annexure-II c) for 10% of the basic equipment value obtained from any BHEL member banks.
 - PBG shall be valid for 12 months + 6 months claim period (totally 18 months) from the date of dispatch.
- 16. **WARRANTY:** Goods dispatched shall have warranty period of 18 months from the date of dispatch or 12 months from date of commissioning, whichever is earlier.
- 17. **TERMS OF DELIVERY:** Price offered shall be for goods packed and delivered **F.O.B.** (named international Airport/Seaport) including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, Letter of credit (L/C), negotiation of bank documents, Export declaration, Certificate of origin etc. Packing shall be Airworthy/Seaworthy, best suitable for transshipment and to take care of transit damages.

Indicate name of International Airport/Seaport

Note: Name of Airport to be selected from any one of the ports indicated in Annexure-IIa, which are acceptable BHEL ports.

BHEL will do customs clearance after payment of customs duty as applicable at the time of customs clearance.



- 18. <u>DELIVERY PERIOD:</u> Equipment shall be delivered, as per the requirement of the specific R F Q / tender. Offers such as ex-stock subject to prior sale or delivery at the earliest will not be entertained.
 - In case of PO involving LC, 15 days will be granted for giving order acknowledgement beyond which it will be treated as delay and considered as penalty zone if overall delivery does not take place in agreed delivery period.
 - Delivery will be reckoned from the date of acknowledgement from freight forwarder after receipt of goods / AWB
- 19. **VALIDITY:** Quotation should remain valid for a period of **90 days** from the due date.
- 20 **EARNEST MONEY DEPOSIT**: EMD as per the requirement of specific tender shall be submitted in the form of **DD along Techno-commercial bid** in INR / Foreign Currency. EMD in the form of DD only is acceptable and any other form is not acceptable and the bid is liable for rejection. EMD amount doesn't carry any interest. DD shall be drawn in favor of "Bharat Heavy Electricals Limited". The same will be converted as Security Deposit for the successful bidders and for unsuccessful bidders the same will be refunded after finalization of the order. For successful bidders EMD will be refunded after submission of PBG.
- 21. <u>RISK PURCHASE:</u> 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.
- 22. BHEL reserves the right to RE-FLOAT/REJECT/CANCEL this TENDER ENQUIRY (RFQ) without assigning any reason or cause thereof. Quotes received against this TENDER ENQUIRY are subject to and governed by all these terms and conditions. BHEL's decision will be final in awarding of the contract and binding on all vendors.
- 23. <u>REVERSE AUCTION</u>: BHEL reserves the right to go for reverse auction at any point of time before opening of price bid.
- 24. BHEL reserves the right to Accept / Reject the offer in full or part there off depending on BHEL's requirement.

25 **POST ORDER REQUISITS:**

- (a) Pre-shipment inspection at your works, if required, will be done by BHEL. Required assistance to be provided at the time of pre-shipment inspection.
- (b) Test certificates and warranty certificates as stipulated at the time of ordering shall be furnished.
- (c) Items shall be dispatched with road/air/sea worthy packing. Any rejection due to poor packing shall be to supplier's account.
- (d) Any rejection should be made good or replaced immediately without any extra cost to BHEL.
- (e) Wherever commissioning is involved, it shall be carried out on a turnkey/supervisory basis. Scope of work includes design, fabrication, supply, installation, commissioning and trial run till satisfactory performance level is reached as certified by the user department.



- (f) Copies of operation & instruction manuals to be supplied along with the equipment or before as per specification.
- (g) BHEL will not be responsible for any loss, damage or injuries to staffs sustained during erection/commissioning. Supplier shall ensure compliance with all statutory requisites as laid down by local bodies, state & Central Government.
- (h) Original invoice (2 copies) to be submitted at the office of DGM / EM -Coml for arranging payment.
- (i) As BHEL is also making payment through EFT, banker details in the prescribed format to be submitted.
- (j) Performance Bank Guarantee to be executed on Rs.100/- non-judicial stamp paper as per BHEL prescribed format (copy attached).
- 26 . **PAST SUPPLIES / PERFORMANCE**: Detailed list of past supplies of quoted equipments for the last three years shall be enclosed along with the bid indicating customer, quantity supplied and year of supply. Performance certificate issued by customers may also be enclosed along with the bid.
- 27. Any dispute arising out of this shall be referred to the sole arbitration of Head of Materials Management, SA EDN, Bangalore or any other officer nominated by him and his decision shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore.
- 28. All suits in respect of this lie in the court of Bangalore only.

29 **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. For non compliance of BHEL standard Terms of payment:

SI.	BHEL standard term	If you quote	Loading factor in % for
No.			non-compliance
1	100% against "SIGHT DRAFT"	(a) 100% Through	
	on presentation of dispatch	Letter of Credit (LC) &	(a) 3.5 %
	documents to our Bankers and	issue of PBG	
	issue of PBG.		
2	90% against "SIGHT DRAFT"		(b) 2.25 %
	+ Balance 10% (wherever	(b) 90% Through Letter	
	PBG is not accepted) in lieu of	of Credit (LC)	
	PBG	, ,	



B. For non compliance of Penalty clause:

SI.	BHEL standard term	If you quote	Loading factor for non-
No.			compliance
1	Penalty of 0.5% per week	Not agreed	10 %
	subject to max. of 10% on	5% max., agreed	5%
	the value of the items not	Other than the above	10% - agreed max. %
	supplied / delayed		_

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

SI.	BHEL standard term	If you quote	Loading factor for non-
No.			compliance
1	PBG for 10% of the basic	Not agreed	10 %
	material cost shall be	5% agreed	5 %
	furnished in the BHEL	Other than the above	10% - (minus) agreed max.
	prescribed format		%

D. For Non conformance to delivery requirement of BHEL

BHEL requires the delivery of items within 4 months from the date of commercially clear PO. Delivery quoted more than 4 months will be subjected to a loading factor of 0.5 % per week as under:

SI.	BHEL standard term	If you quote	Loading factor in % for
No.			non-compliance
1	4 months form date of PO	5 months	2 %

However any delivery quoted beyond 5 months is liable for rejection.



ANNEXURE-II(a)

LIST OF INTERNATIONAL AIRPORTS

CI		LIST OF INTERNATIONAL AIRPORTS	
SI.	Country	Air Ports	
No	Austric	Vianna Linz Croz	
1	Austria	Vienna, Linz, Graz	
2	Australia	Sydney, Melbourne, Perth	
3	Belgium	Antwerp, Brussels	
4	Canada	Toronto, Montreal	
5	China	Shangai	
6	Cyprus	Lamaca	
7	Czech	Prague (Via Frankfurt)	
	Republic		
8	Denmark	Copenhagen	
9	Egypt	Cairo	
10	Finland	Helsinki	
11	France	Paris (Rossy), Lyon	
12	Germany	Darmstadt, Manihiem, Nurnberg, Hamburg, Stutttgart,	
		Munich, Koln, Dusseldorf & Hannover, Frankfurt, Berlin	
13	Hongkong	Hongkong	
14	Italy	Rome, Milan, Turin, Bologna, Florence	
15	Ireland	Dublin	
16	Isrel	Telaviv	
17	Japan	Tokyo, Osaka	
18	Malaysia	Kaulalampur, Penang	
19	Neatherlands	Amsterdam, Rotterdam	
20	Newzealand	Auckland	
21	Norway	Oslo	
22	Oman	Muscat	
23	Philiphines	Manila	
24	Romania	Bucharest	
25	Russia	Moscow	
26	Saudi Arabia	Riyad	
27	Singapore	Singapore	
28	Slovakia	Bartislowa	
29	South Africa	Johannesburg, Durban	
30	South korea	Kimpo	
31	Spain	Barcelona	
32			
33	Switzerland	Basle, Zurich, Geneva	
34	Taiwan	Taipei	
35	U.A.E.	Dubai	
36	U.K.	Landon (Heathrow), Newcastle, Oxford, Cheltham, Bristol, Wellingborough, Birmingham, East Midland, Manchester, Leeds, Glasgow.	
37	U.S.A.	Newyork, Chicago, Sanfrancisco, Los Angeles, Atlanta	
38	Ukraine	Kiev	
·			



Annexure II(b)

QUOTATION FORMAT PART – A TECHNICAL BID (IMPORTED)

SI. 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	Terms of Payment: Against "SIGHT DRAFT" on presentation of documents to our bankers. (a) 90 % is payable on negotiation of complete set of original documents on receipt and acceptance of equipment & balance 10% against submission of PBG	(a) Acceptable / Not acceptable
	(b) Deviation if any please specify Note: as per clause 12	(b)
3	BHEL's penalty clause: (a) Delay in delivery as per PO delivery date will result in penalty of 0.5 % per week subject to maximum of 10% on the value of the items not supplied/delayed.	(a) Acceptable / Not acceptable
	(b) Deviation if any Please specify Note: as per clause 14	(b)
4	Performance Bank guarantee: PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as detailed in clause 15.	Yes / No
5	Terms of delivery: (a) F.O.B international Airport/Seaport as per clause 17 Indicate name of International Airport/Seaport	(a)Acceptable / Not acceptable
	(b) Deviation if any Please specify	(b)
6	Warranty: (a) 12 months from the date of acceptance / commissioning	(a)Acceptable / Not acceptable
	(b) Deviation if any Please specify	(b)
7	Delivery period: Indicate number of weeks from the date of issue of Purchase order	Weeks
8	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)

Signature of tenderer / with stamp



PERFORMANCE BANK GUARANTEE (FOR FOREIGN PURCHASE ORDERS)

ANNEXURE-II (c)

BANK NAME AND ADDRESS

Electronics Division
Bharat Heavy Electricals Limited ,(B.H.E.L.)
Mysore Road, P.B.No. 2606
BANGALORE- 560 026
INDIA

Dear Sirs,

Ref: CONTRACT PERFORMANCE GUARANTEE.

WHEREAS	you have en				
		/s			
	office at				
			-	-	
	which				d contract"
and WHER	EAS M/s				has
undertaken	to produce	a Bank Guara	antee for 10%	% (Ten P	ercent) of
the contra	act price am	ounting to		(_	
) t	o secure its	obligations to	Electroni	cs Division,
	ng its registere		_		
	including th			-	
	irrevocably a				
	bligors on beh		•	_	
-	_				
	at Heavy Elect	•	-		_
	ctual obligation		, -	-	
without de	emur to Bhara	t Heavy Elec	tricals Ltd.,	Electronics	Division ,
Mysore Ro	oad, P.B.No. 2	≀606, Bangalo	ore-560 026,	India an	amount of
	(in				words
)	subject to
as may be	determined bel	ow:			



1)	Notwithst	anding any	/ right	M/s				_ may	have
	directly	•	•		•	disputes , Your w		•	M/s shall
			nce to	us th	at repa	yment is du			
2)	Guarante	e by any a	rranger	nents with	, variat or with	ed from thi ions made b out our con	etween yo sent and	ou and Knowle	M/s. edge
		earance v				of M/s ayment, tim			
3)	after the		ne war	ranty		il the end o or until the	•		
4)	•					this guarant ject to the p	_		-
5)	and shall		scharg	ed by	any cl	narantee sub nange in the 	-	_	_
6)	This guarathe Laws		be gov	ernec	d by and	l constructe	d in accor	dance	with
7)	•					k may rende stricals Ltd. t (in	•	ount b	

For and on behalf of Bank by its Authorised Signatory.



Annexure - II (d)

BHEL MEMBER BANKS PBG SHALL BE ISSUED FROM THE FOLLOWING BANKS OR THEIR BRANCH OFFICES ONLY

DNANCH	<u>OFFICES ONLT</u>
State Bank of India, CAG Branch 10 th	Deutsche Bank, Tolstoy Marg,
Floor, Vijaya Building Barakamba Road, NEW DELHI - 110 001	NEW DELHI - 110 001
Canara Bank, 74, Janpath, NEW DELHI - 110 001	HDFC Bank Ltd, 5 TH floor, H T House, K G Marg, ,NEW DELHI - 110 001
Punjab National Bank, 74 Janpath, NEW DELHI - 110 001	CITI Bank NA, Jeevan Vihar Building, Sansad Marg NEW DELHI - 110 001
Bank of Baroda, Corporation Banking Branch, 11 th Floor, BOB Building, Sansad Marg, NEW DELHI - 110 001	Standard Chartered Bank, H2, Block Connaught Place NEW DELHI - 110 001
State Bank of Hyderabad, Surya Kiran Building, K G Marg, NEW DELHI - 110 001	ICICI Bank Ltd, ICICI Tower, Bisham Pitamah Marg, Pragati Vihar, NEW DELHI - 110 003
State \Bank of Mysore, Antrikash Bhawan, K G Marg, NEW DELHI - 110 001	IDBI Bank Ltd, 19 K G Marg, Surya Kiran Building, NEW DELHI - 110 001
State Bank of Mysore, Industrial Finance Branch, 18, Ramanashree Arcade,, M G Road, BANGALORE 0 560 001	HSBC Ltd, ECE House, 28K G Marg, NEW DELHI -110 001
State Bank of Travancore, Travancore House, IF Branch, NEW DELHI - 110 001	