

**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 : VERTICAL STORAGE SYSTEM

**R F Q Number : TRSM900038**Tender Qty : **6 Numbers**

Tender Due Date and Time : 24.12.2008 13.00 Hrs

Tender Opening Date and Time : 24.12.2008 13.30 Hrs

Place of opening of Tender : SA – MM Conference hall

**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 placed in the Reception area with caption “**Sub Assembly**”. 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. Delivery Period:** Equipment shall be delivered during April / May 2009.**3. Warrantee period :** Equipment shall have a comprehensive warrantee of one year from date of Commissioning.**4. 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)**

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| <b>A . Scope</b>                    | Supply, installation & commissioning of the Vertical Storage and Retrieval System as per the following specifications.  |
| <b>B. Technical specifications:</b> | Offer shall be corresponding to the parameters under the specifications below and pointwise compliance to the following specification is required.  |
| <b>1. Description:</b>              | Automated Vertical Modular Storage System having Static Trays with mobile Extractor System. The system shall have series of trays positioned at both Front & Rear columns. A Retriever unit, controlled by an onboard controller, shall move up and down centrally. The Retriever unit, shall pick the required tray and position of the same at the access window for loading and unloading of components. |
| <b>2. Machine Dimensions:</b>       | 6150±10mm.  |
| <b>2.1 Height</b>                   | Supplier to specify the maximum height of proposed equipment and clearance required all around the machine for Installation & Maintenance. The system must have provision to add further modules for heightwise expansion at a later date.  |
| <b>2.2 Width</b>                    | 1975±25mm. Shall accommodate tray dimensions specified in clause 3.   |
| <b>2.3 Depth</b>                    | 2275±50mm   |

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| 3. Tray<br>dimensions/Details:<br>3.1 Width<br>3.2 Depth<br>3.3 Storage height<br>for each tray.<br>3.4 Material | 1650±10mm.<br>620±20mm<br>Shall be flexible to accommodate materials of different height automatically.<br>Trays shall be of rustproof material.   |
| 3.7 Capacity of<br>each Tray   | Shall be capable of carrying up to 300kg.  |
| 3.8 No. of Trays:<br>3.9 Distance between<br>the trays:<br>3.10 Safety:  | 60nos.<br>Should automatically adjust depending upon the component height.<br>When the load on individual trays exceed the limit as indicated at clause 3.7, the vertical storage system shall trip automatically. |

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| 4. Component Storage<br>& Retrieval<br>4.1<br><br>4.2 | Shall be accessible by part number of minimum of 15 digits Alphanumeric.<br>Shall also be accessible by location number of 6 digits numeric or alphanumeric.<br><br>While loading and retrieving, only the desired tray shall move and be made accessible at the access Window. |
|---|---|

|                      |  |
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| 4.3                  | Trays shall be placed on rubber or plastic loads to avoid vibrations.  |
| 4.4 Drive mechanism: | The driving system for the extractor movements has to be provided with suitable drive mechanism which ensures stability & balance. |

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| 5 ESD requirement:   | System is meant for storing electronic components that are sensitive to electrostatic discharge. The system shall have suitable features of ESD protection while handling, storing and retrieval of components.  |
| <b>6. Access Window</b><br>6.1 Number of window.<br>6.2 Position<br>6.3 Height of opening:<br>6.4 Access time:<br>6.5 Safety | One:<br>The base of the access window shall be at an elevated position of 833mm(approximate) above the ground level. Shall be alterable to different height in case need arises in future.<br>850±150mm<br>Shall be of the order of 30 to 45 seconds.<br><ol style="list-style-type: none"> <li>1. Front end of access window shall be duly enclosed with lockable safety shutters to prevent settlement of dust.</li> <li>2. Photocell curtains shall be provided for protection against accidents at the outermost door of the access window. The operator control must be provided at/near the access window and the point of location of the console shall be external to the photo curtain.</li> <li>3. Working light at access point.</li> </ol> |

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|                                  | <p>4. The rear side of the access window shall be duly enclosed with automatic door mechanism. Automatic door mechanism shall be always in closed condition during the movement of the extractor &amp; the same will operate only during storing &amp; retrieval of components in any of the called trays. This door shall ensure safety &amp; prevent accidental spillage of components into the intermediate space while loading &amp; retrieval of components.</p>  |
| <p>7. General.<br/>Safety.</p>   | <p>1. Noise level less than 65 decibels.</p> <p>2. Materials shall be protected against mechanical damages. Features to be stated explicitly.</p> <p>3. System shall be provided with Emergency stop switches.</p> <p>4. Protection against free fall of extractor, in case of power failure, shall be provided. On resumption of power the extractor shall complete the task that was interrupted.</p> <p>5. Back-up power shall be provided for 15-20 minutes for the control system.</p> <p>6. Back-up facility for data shall be provided.</p> <p>7. Indication of safety status with error display on the panel to enable the operator to identify the problem.</p> <p>8. Shall have a counter to log the number of hours machine is operated.</p> <p>9. There shall be a soft start/stop feature to avoid jerky movement of tray.</p> <p>10. Overload indication/protection must be available.</p> <p>11. Single phase preventer shall be provided in 3 phase machines.</p> <p>12. Imbalance status display – Permanent display of the system's load distributions during the positioning process.</p> |
| <p>8. Space<br/>Utilization.</p> | <p>Trays shall be optimally located in available storage slots depending upon the height of stored material without manual intervention.</p>   |

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|----------------------------------|--|
| 9. Software, control & interface | <p>1. Shall have the feature of access control through password.</p> <p>2. System language: English</p>  |
| 10. Power Supply                 | 220V AC +/-10%, Single Phase, 50Hz (or) 415V AC +/-10%, Three Phase, 50Hz.                               |
| 11 .Exterior finish & colour     | Shall be suitably painted, colour selectable at the time of ordering, available options to be specified. |
| 12 . Operating conditions        | <p>Temperature: upto 45 degree centigrade.</p> <p>Relative Humidity: 90 % RH.</p>                        |

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| 13. Redundancy system (Expanded Safety By – pass system): | All the redundancy features provided with the standard equipment shall be mentioned. This is for uninterrupted function of the unit even in case of electrical/electronic component failure to enable operator to continue working without any problem with redundancy components available and defect shall be displayed on the screen. |
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**14. Qualification criteria:**

A) The vendor should have supplied and commissioned Vertical Storage System similar to the one called in this specification with a minimum height of 6meter and tray carrying capacity of minimum 250Kg to BHEL, EDN, Bangalore and the same should be working Satisfactorily.

OR

The vendor should have supplied and commissioned Vertical Storage System similar to the one called in this specification with a minimum height of 6meter and tray carrying capacity of minimum 250Kg to minimum two users in any of the BHEL units in India. The system should be working satisfactorily for minimum 3 years. User certificate from these users in the format prescribed in page no. 12 shall be furnished along with the quotation.

OR

The vendor should have supplied and commissioned Vertical Storage System similar to the one called in this specification with a minimum height of 6meter and tray carrying capacity of minimum 250Kg to minimum three reputed firms in India. Reputed firms shall be public sector or Private Ltd. Companies. The system should be working satisfactorily for minimum 3 years. User certificate from these users in the format prescribed in page no. 12 shall be furnished. BHEL reserves the right to visit or contact the responsible persons from these organizations for feedback

- B) Offers can be submitted by Indian or Foreign vendors. However a foreign vendor shall have an authorized Indian dealer(s)/ representative(s) for sales and service who has handled the sales and service of this system for atleast 2 years.
- C) If the offer is submitted by the dealer/ representative, authorization letter from the original equipment manufacturer (OEM), shall be enclosed along with the offer.
- D) No authorized representative shall quote for more than one OEM.
- E) The offer shall be only for new equipment and not for any refurbished/ used equipment. A declaration to the above effect to be furnished.
- F) All the parts used in the machine shall be new and not used / refurbished ones. A declaration to the above effect to be furnished.
- G) The vendor shall be in a position to provide service and spare support for the installation in India. The vendor/ Indian representative should stock critical spares required for the system in their warehouse in India and should be able to attend to service calls in one day time.
- H) The vendor or their authorized service representatives should have trained engineers in India for commissioning and service for the offered equipment. A declaration to the above effect to be furnished.
- I) The vendor shall be in a position to undertake AMC for the equipment with BHEL after the expiry of the warranty / guarantee period either directly or through a service representative. The vendor should have successfully completed AMC for similar machines for at least one year in India and necessary proof to be furnished.
- J) The vendor shall arrange for a demonstration of their machine or a similar system operating in India, if required by BHEL.



**15. Details to be furnished along with the technical offer:**

1. System parameters with brief explanation of features.
2. If more than one model is quoted, separate offer with complete technical details shall be submitted for each model.
3. Clause wise deviations, if any, have to be brought out clearly. If there are no deviations, the vendor has to positively certify compliance to the specifications in toto.
4. The complete technical information and catalogue shall be given.
5. Power consumption- maximum and average shall be specified.
6. All safety features shall be explicitly listed, including that of failure of drive motor, chain etc.
7. Make of controller and motor, Bearing.
8. Battery backup period
9. Type of computer interface.

**16. Document to be submitted along with technical offer:**

1. Details of authorized service agents in India to be furnished.
2. All commissioning/service requirements such as power, compressed air, water, lubricants, coolants, consumables and any civil requirements like special foundation arrangements etc. have to be listed.
3. Time required for installation and commissioning shall be mentioned.
4. Drawing of internal arrangement
5. CD containing video presentation of the operation in English language.

**17. Documents to be furnished along with Equipment(in English language):**

1. Three **ORIGINALS** of Operation, Maintenance, Service & spare parts manual have to be supplied along with the equipment.
2. Detailed Hydraulic, Pneumatic, Electrical and Electronic circuit diagram have to be provided in triplicate.
3. The lubrication points are to be identified on the machine with respect to O& M manual. The schedules for lubrications are to be provided.
4. Test certificate/ Inspection Report shall be submitted prior to dispatch along with the equipment serial number details.
5. Warranty certificate mentioning serial number of the unit, customer name, date of supply etc. shall be provided with original documents of shipment.

**17. OPTIONAL ACCESSORIES:**

1. Network card with suitable software for interfacing multiple units with single P.C.
2. Network card with suitable software for interfacing with external SAP system
3. Additional trays.
4. Inventory management software.

Breakup of prices shall be given for each optional accessory. Main equipment and optional accessories shall be procured from a single vendor. Procurement of optional accessories is at the discretion of BHEL.

**18) General Terms:**

1. Supplier shall guarantee for one year of trouble free performance of equipment from date of commissioning and shall carry out preventive maintenance periodically, atleast once in 3 months.
2. The equipment and accessories shall carry on - site, comprehensive warranty of one year from the date of commissioning including spares and service.
3. Training shall be provided to minimum 3 BHEL personnel for operation & maintenance at no additional cost to BHEL.
4. The software upgrades during warranty period shall be provided free of cost.
5. Immediately after the Purchase Order, vendor shall survey the proposed site and identify the location and modification required for civil, electrical, mechanical, maintenance access, safety etc. features. This shall be completed within 15 days of purchase order placement.



## **USER CERTIFICATE**

This is to certify that the Vertical Storage System, model no. .... supplied by M/S ..... on ..... (Date) is working satisfactorily at our works.

The vendor has performed periodical maintenance of the system every ..... Month for the past .....years.

The dimension of the machine is ..... (height), ..... (width), ..... (depth) and carrying capacity of tray is ..... Kg.

Date:

Signature:

Name of the User:

Department:

Phone no. of the user:  
(Landline)

Address of the company:

Company seal

Prepared By:

Approved By:

Date:

Date:

**General Terms and conditions for supply of Capital 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.**

2. 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”**. Late quotations are liable to be rejected.

Tender shall be addressed to **Sr.DGM / EM - ComI**, 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 techno-commercial 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. **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. **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. **ADVANCE PAYMENT:** 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. **PBG:** 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. **DELIVERY PERIOD:** 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. **RISK PURCHASE:** The purchaser at his discretion may also make purchase of the materials **NOT** supplied in time at the **RISK & COST** of the supplier. In this event, it will be obligatory on the part of the supplier who fails to supply the goods in time to make good to BHEL any loss due to such risk purchase.
21. 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.
22. **REVERSE AUCTION** : BHEL reserves the right to go for reverse auction at any point of time before opening of price bid.
23. BHEL reserves the right to Accept / Reject the offer in full or part there off depending on BHEL's requirement.

## 24 **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 ) ).

25 . **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.

26 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.

27. All suits in respect of this lie in the court of Bangalore only.

## 28. **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:**

| Sl. No. | BHEL standard term   | If you quote                     | Loading factor in % for non-compliance |
|---------|--|----------------------------------|--|
| 1       | 100% within 30 days from the date of acceptance (credit payment) | Payment through bank             | 2 %                                    |
|         |  | Payment against proforma invoice | 1.25 %                                 |
| 2       | 90% within 30 days from  | Payment through bank             | 2 %                                    |





|  |   |   |         |
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|  | the date of acceptance + 10% against PBG (wherever PBG is involved) | Payment against proforma invoice                      | 1. 25 % |
|  |   | 100% within 30 days from the date of acceptance & PBG | Nil     |

#### B. For non compliance of Penalty clause:

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

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

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

#### **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:

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



**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)**

| Sl. No. | Particulars   | Bidder's confirmation  |
|---------|---|--|
| 1       | Price basis:<br>Firm i.e., from the date of PO to completion of supply<br>(Price Variation Clause not acceptable)   | Acceptable / Not acceptable  |
| 2       | Excise duty & Education cess:<br>If applicable indicate %.  | Applicable / Not applicable<br>ED: _____%<br>Edu. Cess _____%                  |
| 3       | Sale tax:<br>If applicable indicate %   | Applicable / Not applicable<br>(a) VAT _____%<br>(b) CST _____% against form C |
| 4       | Payment terms:<br>(a) 90 % basic + 100% taxes, duties & freight charges within 30 days from the date of acceptance of equipment & balance 10% against submission of PBG.<br><br>(b) Deviation if any please specify<br>Note: As per clause 12               | (a) Acceptable / Not acceptable<br><br>(b)                                     |
| 5       | BHEL's penalty clause:<br>(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.<br>(b) Deviation if any Please specify<br>Note: As per clause 14 | (a) Acceptable / Not acceptable<br><br>(b)                                     |
| 6       | Performance Bank guarantee (PBG):<br>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:<br>(a) Ex EDN / BHEL, Bangalore (Free delivery to EDN/BHEL Bangalore including packing & forwarding charges)<br>(b) Deviation if any Please specify<br>Note: As per clause 17  | (a) Acceptable / Not acceptable<br><br>(b)                                     |
| 8       | Warranty:<br>(a) 3 years from date of acceptance /commissioning,<br>(b) Deviation if any Please specify   | (a) Acceptable / Not acceptable<br>(b)   |
| 9       | Delivery period: Indicate number of weeks from the date of issue of Purchase order  | _____Weeks   |
| 10      | Validity:<br>(a) Quotation should remain valid for a period of 90 days from the due date<br>(b) Deviation if any Please specify   | (a) Acceptable / Not acceptable<br><br>(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 OF GUARANTEE made and executed on the \_\_\_\_\_ day of \_\_\_\_\_ (year), by the \_\_\_\_\_ (Bank), registered under the Companies Act 1956/Nationalised Bank constituted under the Banking Companies (acquisition and transfer of undertakings) Act constituted under the State Bank of India Act / Subsidiary Banks Act, having its registered / head office at \_\_\_\_\_ represented herein by its Branch Manager / authorised representative Sri. \_\_\_\_\_ & Sri. \_\_\_\_\_ (Hereinafter called 'guarantor ' which term shall mean and include its successors and assigns)**

**IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED**

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

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

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

**AND WHEREAS the company is not required to pay to the supplier a sum of Rupees \_\_\_\_\_ being the 10% of the value of the goods supplied / Works performed / Services rendered under the said order / contract between the supplier and the company, till the company is satisfied with the mechanical Warranties and the performance standards stipulated in the said order / contract between the company and the supplier has been duly fulfilled, except against a Bank Guarantee for the said sum of Rs \_\_\_\_\_ in favour of the company by reputed Bank, in which**



case the company has agreed to make payment to the supplier of the said sum of Rupees \_\_\_\_\_ being ( ...% ) of the value of the goods supplied / Works performed / Services rendered under the agreement between the supplier and the company and the Guarantor has at the request of the supplier, agreed to furnish this Guarantee subject to the terms and conditions stated below:

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

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



- 5) The guarantor undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing.
- 6) Notwithstanding anything herein above contained, the liability of the guarantor under these presents is restricted to Rs\_\_\_\_\_. The guarantee shall be in force till its expiry on \_\_\_\_\_ unless a demand is made on the guarantor within SIX months from the date of expiry, all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.

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

(Seal of the Bank to be affixed )

**WITNESS**

1.

2.

**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**.

2. 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**”. 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 techno-commercial 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. **TERMS OF PAYMENT:** 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 28 (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. **PBG:** 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. **DELIVERY PERIOD:** 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. **RISK PURCHASE:** The purchaser at his discretion may also make purchase of the materials **NOT** supplied in time at the **RISK & COST** of the supplier. In this event, it will be obligatory on the part of the supplier who fails to supply the goods in time to make good to BHEL any loss due to such risk purchase.
21. 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.
22. **REVERSE AUCTION** : BHEL reserves the right to go for reverse auction at any point of time before opening of price bid.
23. BHEL reserves the right to Accept / Reject the offer in full or part there off depending on BHEL's requirement.
24. **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).

- 25 . **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.
26. 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.
27. All suits in respect of this lie in the court of Bangalore only.

**28. 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:**

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

**B. For non compliance of Penalty clause:**

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

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

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

**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:

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

\*\*\*\*\*  
\_\_\_\_\_

**ANNEXURE-II(a)**
**LIST OF INTERNATIONAL AIRPORTS**

| Sl. No | Country        | Air Ports  |
|--------|----------------|--|
| 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 Republic | Prague (Via Frankfurt)   |
| 8      | Denmark        | Copenhagen   |
| 9      | Egypt          | Cairo  |
| 10     | Finland        | Helsinki   |
| 11     | France         | Paris (Rossey), Lyon   |
| 12     | Germany        | Darmstadt, Manihem, Nurnberg, Hamburg, Stuttgart, 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       | Bartislawa   |
| 29     | South Africa   | Johannesburg, Durban   |
| 30     | South korea    | Kimpo  |
| 31     | Spain          | Barcelona  |
| 32     | Sweden         | Stockholm, Gothenburg, Milano  |
| 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)

| Sl. No. | Particulars   | Bidder's confirmation                      |
|---------|---|--|
| 1       | Price basis:<br>Firm i.e., from the date of PO to completion of supply<br>[Price Variation Clause (PVC) not acceptable]   | Acceptable / Not acceptable                |
| 2       | Terms of Payment: Against <b>"SIGHT DRAFT"</b> on presentation of documents to our bankers.<br>(a) 90 % is payable on negotiation of complete set of original documents on receipt and acceptance of equipment & balance 10% against submission of PBG<br><br>(b) Deviation if any please specify<br>Note: as per clause 12 | (a) Acceptable / Not acceptable<br><br>(b) |
| 3       | BHEL's penalty clause:<br>(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.<br><br>(b) Deviation if any Please specify<br>Note: as per clause 14   | (a) Acceptable / Not acceptable<br><br>(b) |
| 4       | Performance Bank guarantee:<br>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:<br>(a) F.O.B international Airport/Seaport as per clause 17<br>Indicate name of International Airport/Seaport<br><br>(b) Deviation if any Please specify   | (a)Acceptable / Not acceptable<br><br>(b)  |
| 6       | Warranty:<br>(a) 3 years from date of acceptance / commissioning,<br><br>(b) Deviation if any Please specify  | (a)Acceptable / Not acceptable<br><br>(b)  |
| 7       | Delivery period: Indicate number of weeks from the date of issue of Purchase order  | _____Weeks                                 |
| 8       | Validity:<br>(a) Quotation should remain valid for a period of 90 days from the due date<br>(b) Deviation if any Please specify   | (a) Acceptable / Not acceptable<br><br>(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 entered into a contract reference No PO NO. \_\_\_\_\_ with M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ for the supply of \_\_\_\_\_ as detailed in your purchase order No. \_\_\_\_\_ which is hereinafter referred to as "the said contract" and **WHEREAS** M/s \_\_\_\_\_ has undertaken to produce a Bank Guarantee for 10% ( Ten Percent ) of the contract price amounting to \_\_\_\_\_ ( \_\_\_\_\_ ) to secure its obligations to Electronics Division, BHEL having its registered office at New Delhi for the performance of the contract including the warranty of the equipment supplied, We \_\_\_\_\_ Bank , \_\_\_\_\_ hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of M/s \_\_\_\_\_ that in the event Bharat Heavy Electricals Ltd. (B.H.E.L.) declares to us in writing that M/s \_\_\_\_\_ has not fulfilled any obligation according to the contractual obligation of the said contract, to pay you on demand and without demur to Bharat Heavy Electricals Ltd., Electronics Division , Mysore Road, P.B.No. 2606, Bangalore-560 026, India an amount of \_\_\_\_\_ (in \_\_\_\_\_ words \_\_\_\_\_ ) subject to as may be determined below:



- 1) Notwithstanding any right M/s. \_\_\_\_\_ may have directly against you or any disputes raised by M/s \_\_\_\_\_, Your written demand shall be conclusive evidence to us that repayment is due under the terms of the said contract and shall be binding on us.
- 2) We shall not be discharged or released from this undertaking and Guarantee by any arrangements, variations made between you and M/s. \_\_\_\_\_ with or without our consent and Knowledge or by any alterations in the obligations of M/s. \_\_\_\_\_ by any forbearance whether as to payment, time, performance or otherwise.
- 3) This guarantee shall remain valid until the end of twenty-four weeks after the close of the warranty period or until the same is reported by BHEL to us whichever is earlier.
- 4) We agree and undertake not to revoke this guarantee during its validity unless discharged in writing by you subject to the provision of clause (7) below.
- 5) This guarantee shall be a continuing guarantee subject to the foregoing and shall not be discharged by any change in the constitution of the Bank or M/s. \_\_\_\_\_.
- 6) This guarantee shall be governed by and constructed in accordance with the Laws of India.
- 7) At any time \_\_\_\_\_ Bank may render this guarantee null and void by paying to Bharat Heavy Electricals Ltd. the full amount being \_\_\_\_\_ (in \_\_\_\_\_ words )

**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**

|  |  |
|--|--|
| State Bank of India, CAG Branch 10 <sup>th</sup> Floor, Vijaya Building Barakamba Road, NEW DELHI - 110 001        | Deutsche Bank, Tolstoy Marg, NEW DELHI - 110 001                                     |
| Canara Bank, 74, Janpath, NEW DELHI - 110 001  | HDFC Bank Ltd, 5 <sup>TH</sup> 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 <sup>th</sup> 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   |  |