

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**CENTRALISED STAMPING UNIT (CSU)**

Industrial Area, Jagdishpur,

Distt: Sultanpur -227817, UP - India

Tel : 05361-271373, Fax : 05361- 270057 Email : vminocha@bhelepd.com

**TENDER ENQUIRY**Tender Enquiry No:  
**BHEL/CSU/11-12/CRCS/10****Tender  
Enquiry Date**  
**14/05/2011****Due Date and Time for  
Submission of Bid:**  
On or before 14:30 Hrs  
on **04/06/2011****Due Date and Time for  
Opening of Tender:**  
on **04/06/2011** at **15:00**  
hrs

To. M/s.....

Dear Sir,

We are pleased to invite sealed offer in Two parts Bid System for supply of following CRCS sheet steel:

Item No	Description of Material	Material Grade	Qty (MT)	Delivery Period
1.	CRCS sheet of Size 1.6X160X1930mm	AA10115 Rev09	85	06 weeks from date of issue LOI/PO
2.	CRCS sheet of Size 1.6X185X1980mm	TM 99272	165	

**Enclosures To Tender Enquiry :**

1. Terms and conditions of contract
2. Price Bid formats
3. Material Specifications

**Bid security**(Refundable)- **Rs.2,00,000/- (Rupees Two Lakhs only)****Tender cost**-( Non refundable)- **Rs 2000/- (Rupees Two thousands only)**

Bid Security & Tender Cost shall be submitted in form of two different Demand Drafts in favor of "BHEL" payable at SBI, IGFC Branch Jagdishpur, UP, India -227817

**Note:**

1. Techno-commercial Bid i.e. Part-I offers of the suppliers will be opened on the due date.
2. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation, or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no supplier shall have any claim arising out of such action by BHEL.
3. Late/ delayed tenders will not be accepted. BHEL takes no responsibility for any delay loss of documents or correspondence sent by courier or post.
4. Duly completed offers should reach following address on or before due date and time:
5. Offers without Bid security & Tender cost are liable for rejection.
6. Complete Tender documents may be downloaded from our website [www.bhel.com](http://www.bhel.com)
7. Validity of offer: Offers should be valid for **Sixty (60) days** from the tender opening (techno-comm. bid) date.

**For and on behalf of BHEL:**

AGM(CSU)  
BHEL Centralised Stamping Unit  
Jagdishpur Industrial Area  
Dist-Sultanpur(U.P)  
PIN-227817

## **PROCEDURE FOR BID SUBMISSION**

1. **Envelope -1: Techno-Commercial bid:** (This envelope, Superscripted with "Techno-commercial Bid- Part-I", Tender Enquiry No, Date, Due date and complete address of the Vendor, should contain following documents:-
  - a) Documents supporting the qualifying requirements
  - b) Schedule of technical deviations- for each item separately as per Annexure-1 of Terms and Conditions
  - c) Schedule of commercial deviations-for each item separately as per Annexure-2 of Terms and Conditions
  - d) Un-priced copy of price bid- for each item separately as per given format only.
  - e) Demand Draft for bid security drawn in favor of "BHEL" payable at SBI, IGFC Branch Jagdishpur, UP, India -227817
  - f) Tender cost:-Demand Draft for tender cost in favor of "BHEL" payable at SBI, IGFC Branch Jagdishpur, UP, India -227817
  - g) Authorization Certificate from company to authorise the person to sign the documents.
  - h) Check list as per Annexure-5 of Terms and Conditions
2. **Envelope-2:** This envelope should contain separate, signed & sealed price bids for each item, Superscripted with "Price Bid- Part-II", Tender Enquiry No & Date, item No. (Indicating specification & size), Due date and complete address of the Vendor.

Envelope 1 and 2 should be put in a bigger envelope, duly sealed, super scribed as Part I and Part II of Enquiry No. due date of opening, name & address of the officer inviting Tender and the address and Name of Supplier.

**Note:** Each and every page of Offer submitted along with all the pages of tender enquiry should be signed and stamped by the supplier.

## **TERMS & CONDITIONS OF CONTRACT**

1. **DEFINITION OF TERMS:** Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise
  - 1.1 The '**Purchaser**' or '**BHEL**' shall mean Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its unit – Centralised stamping Unit, Industrial Area Jagdishpur, Distt. Sultanpur-227817, UP (India) and registered office at BHEL House, Siri Fort, New Delhi-110 049, which expression shall include its successors and assign
  - 1.2 The 'Tenderer' shall mean the Firm/ Company/ Organisation, which quotes against the Tender Enquiry issued by the Purchaser. It may also be referred as 'Supplier'.
  - 1.3 The 'Supplier' shall mean the Firm/ Company/ Organisation with whom the Order/ Contract is made and shall be deemed to include his successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred as 'Contractor' or 'Vendor'.
  - 1.4 The 'Material' shall mean the item required as per tender and materials to be provided by the Supplier under the Contract.
  - 1.5 The 'Offer' shall mean and include the technical and commercial documents including specifications, schedule of prices and quantities, etc submitted by the Tenderer in response to the tender enquiry and any subsequent clarifications thereof. It may also be referred as 'Bid'. Offer by the Purchaser to the successful Tenderer.
  - 1.6 Acceptance of offer' shall mean issue of letter of intent/ award or memorandum or detailed Order/ Contract communicating the acceptance of The '**Contract Price**' shall mean the total price to be paid by the Purchaser to the Vendor for the supply by the Vendor to the Purchaser as per Contract. It may also be referred as '**Order Value**'.
2. **SUBMISSION OF TENDER**
  - 2.1 The Tenderer shall submit the tender in English Language and quote the rates in English Language using international numerals only. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
  - 2.2 All entries in the tender shall either be typed or be written in ink. Erasures and overwriting are not permitted and may render such tenders liable to summarily rejection. The Tenderer shall duly attest all cancellations and insertions.
  - 2.3. The Offer shall be signed by a person who has requisite authority from the Tenderer to do so. A copy of such authority (Power of Attorney) shall be enclosed with the Offer.

## **2.4. Securities:**

### **2.4.1 Bid Security:**

- (a) Bid security of unsuccessful bidder shall be refunded after award of orders.
- (b) Bid security of successful bidder shall be refunded after Receipt of CPBG.

### **2.4.2 Contract Performance Bank Guarantee**

- (a) The successful Tenderer shall furnish a Contract Performance Guarantee (CPBG) of the 10% of order value confirming that the Contract will be executed as per the terms and conditions and the CPBG should be valid till the Acceptance of Material (All the lots) at Purchaser's works with a further claim period of two months. The Contract Performance Bank Guarantee shall be submitted as per proforma given.
- (b) The Contract performance Guarantee will be released to the supplier after completion of contract.
- (c) The BGs shall be established through a bank in India as per attached list at Annexure-4.
- (d) All charges for establishing and amending the BGs, if necessary, shall be to Vendor's account

## **3. OPENING OF TENDERS**

- 3.1. Authorised officer of BHEL at his office shall open tenders at the time and date as specified in the tender notice in the presence of such of those Tenderers or their authorised representative who may be present. However, The Purchaser reserves the right to open the tender in-camera.
- 3.2. **The Part I** - Technical & commercial bid alone would be opened on the Tender opening date.
- 3.3. **The Part II** - Price bid of only those Suppliers who have been found to be techno-commercially suitable would be opened at a later date. These Suppliers would be informed about the price bid opening date.
- 3.4. Clarifications, if any, required by BHEL for technical and commercial evaluation may be sought from Suppliers before opening of Part II - price bid.

## **4. Qualifying Criteria:**

- 4.1 The Suppliers should have supplied:

CRCS of same sizes and grades-as per Enquiry

- (a) Minimum 100MT of the each grade (item) of CRCS since April 2007.

**AND**

- (b) Minimum 500 MT CRCS for all the grades taken together since April 2007.

- 4.2 Supplier should submit Purchase Order copies and acceptance report issued by their customers in support of above qualifying conditions. BHEL reserves the right to verify these documents.

## **5. REJECTION OF TENDER AND OTHER CONDITIONS**

- 5.1. The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the Tenders without assigning any reason whatsoever.
- 5.2. Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

## **6. EVALUATION OF OFFERS**

- 6.1 Evaluation of offers shall be on the basis of total delivered cost to BHEL i.e. total cost to the Purchaser, taking into consideration loadings, if any, and all available financial advantages.
- 6.2 Deviations (Commercial as well as Technical) from the Tender Specifications are generally not acceptable. However, if any deviation is considered by the Purchaser, the same may be loaded for comparison, while evaluating the offer.
- 6.3 Rates of Exchange taken for conversion of foreign currency to Indian Rupees for the comparison of bids shall be the TT selling rates of State Bank of India as at the close of business on the date of opening of Tender Part -I.
- 6.4 The Purchaser reserves its right to negotiate with the Supplier and/ or go for reverse auction.
- 6.5 The Purchaser reserves its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the prevalent policy of the Govt. of India.
- 6.6 Suppliers shall be evaluated for each item separately and accordingly separate purchase orders shall be issued for each item.
- 6.7 Foreign offers will be evaluated for both FOB and CFR prices. The lower one will be considered for price comparison with other vendors, to decide the L1 supplier & for order placement and marine Insurance shall be done by BHEL.

## **7. EFFECTIVE DATE OF CONTRACT**

The responsibility of successful Tenderer under this Contract commences from the date of issue of the Letter of Intent/ Purchase Order by the Purchaser.

## **8. PRICES**

### **8.1 Fixed price**

- 8.1.1. Prices quoted by the supplier shall be fixed and not subject to any variation whatsoever during the period of Bid validity and execution of the Purchase Order. A Bid submitted with an adjustable price will be treated as non -responsive and rejected.
- 8.1.2. Prices shall be written in words and figures. The discrepancy in quoted price, if any, shall be corrected as follows:  
If there is a discrepancy between words and figures, the amount given in words shall prevail. If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price and quantity, the unit price shall prevail. If there is a discrepancy between the sub-total price and total price which is obtained by adding the various sub-total prices, the sub-total price shall prevail. \

- 8.2. **Bid currency**
- 8.2.1. Indian suppliers should quote the prices only in Indian Rupees.
- 8.2.2. Foreign suppliers may quote the prices in their home currency, US Dollars or Euros (any one).
- 8.3. **Taxes and Duties**
- 8.3.1. All Taxes and Duties payable as extra to the quoted price should be specifically stated in offer. Purchaser will not be liable for payment of Taxes and Duties not specifically mentioned in the offer.

## 9. PRICES

- 9.1 The prices shall be firm.
- 9.2 The price for foreign supplies shall be inclusive of all taxes and duties up FOB port of shipment/CFR Indian Seaport. The price for domestic supplies shall be inclusive of all taxes and duties (including excise duty and sales tax/ VAT) up to FOR BHEL Jagdishpur.
- 9.3 The excise duty and sales tax/ VAT will be paid at the rate applicable on the day of dispatch. However, if the Material is delayed and amount of excise duty and/ or sales tax/ VAT on the day of dispatch is higher than the amount applicable on the scheduled delivery date, the amount applicable on the scheduled delivery date will be payable.
- 9.4 In case of L1 (lowest supplier) fails to get acceptance of trial lot, BHEL at its discretion may give the order to next supplier at L1 supplier price.

## 10. PENALTY FOR DELAY

In case of delay in supply of material, with respect to the deliveries stipulated in purchase order, unconditional penalty shall be imposed on the vendors at the rate of half percent per week or part thereof of the order value of the material subject to maximum of 10% of order value. In case of lot wise delivery of any of the item, LD shall be deducted on lot wise order value of that particular item.

## 11. Terms of payment

- 11.1 (a) Indigenous Vendors: 80% of basic value + 100% taxes & duties against dispatch documents and 20% after acceptance of the material. Freight charges shall be paid separately after receipt of material.
- (c) Payment to foreign vendors shall be made through an Irrevocable Letter of Credit. LC shall be established for 80% of the net FOB/CFR value one month prior to the contractual shipment. Letter of Credit shall be opened through any one of the consortium bank listed with BHEL (list as per Annex –4). Any charges for LC confirmation (if LC confirmation is insisted by the vendor), shall be borne by the vendor himself.
- (d) Balance 20% of net FOB/CFR value shall be paid through sight draft after acceptance of the material at BHEL works and after submission of letter of acceptance of material by BHEL.
- 11.2 LC will be opened only after receipt of Contract Performance Bank Guarantee (CPBG) and un-conditional order acceptance (ink signed) and acceptance of the trial lot by BHEL, if applicable.

11.3 Bank charges for opening of Letter of Credit by Purchaser's bank in India shall be borne by the Purchaser. All other bank charges shall be to vendor's account. Any charges towards extension of LC shall be to vendor's account if such extension is necessitated for reasons attributable to the vendor.

11.4 No interest, whatsoever, shall be payable by Purchaser on the any amount due to the Seller by the Purchaser.

**12. VALIDITY OF OFFER-** As specified in NIT.

**13. DELIVERY**

13.1. Foreign Suppliers should submit their offer on FOB Nearest Sea Port and CFR basis as per Inco-terms 2000 for foreign supplies.

13.2. Indian Suppliers should submit their offer on FOR Site (BHEL-Jagdishpur) basis.

13.3. Delivery shall be counted from the date of Letter of Intent/PO.

13.4. Date of dispatch – GR/LR/Bill of lading Date shall be treated as date of delivery.

13.5. The title of goods shall pass on as per Incoterms 2000 to the Purchaser on FOB Nearest Sea Port / CFR for foreign goods and on FOR BHEL Jagdishpur for domestic goods.

**14. Delivery Schedule:-**

06( six) weeks from date of issued of PO/LOI.

**15. MODVAT credit (for Indian Suppliers only)**

The price bid must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case charged to us. If the Vendor is availing MODVAT credit for his input materials, the effect of proforma credit should be passed on to the Purchaser.

**16. INSPECTION AND TESTING**

16.1. BHEL reserves the right for material to be inspected at vendor's works.

However, final inspection for acceptance of quality and quantity shall be done at BHEL's works and in case of rejection, material have to be replaced free of cost and they have also to bear all cost including custom duty etc. levied on the replacements.

16.2 The Engineer/ Inspector shall have at all reasonable time, access to the Supplier's premises or Works and shall have the power at all reasonable times to inspect drawings or any portion of the plant or examine the materials and workmanship during its manufacture and if parts of the material is being manufactured in other premises, the Supplier shall obtain permission for the Engineer/Inspector permission to inspect such material.

16.3. The Supplier shall give the Engineer/Inspector 21 day's written notice of Material being ready for inspection/testing. Such tests shall be to the Supplier's account.

16.4 Vendor should ensure that the TCs issued by them must indicate Purchase order no, Customer name i.e. M/s BHEL CSU, Jagdishpur. Test certificates should cover results of tests for mechanical, chemical and electro-technical properties as per specifications.

- 16.5 One set of ink signed ORIGINAL TEST CERTIFICATES must be sent directly to the officials who has issued the Purchase Order through courier along with other non negotiable shipping documents immediately after shipment of material.

## **17. INVOICES AND PAYMENT DOCUMENTATION**

- 17.1. Invoices shall be issued by the Supplier in the name of the Purchaser.
- 17.2. The invoices shall contain the following information:
- i) Item no, quantity and description of material, PO no. as per Purchase Order.
  - ii) Gross amount payable and net amount payable.
- 17.3. The following documents shall be presented by the Supplier to the Purchaser for drawing payment:
- i) Signed Commercial invoice in quadruplicate.
  - ii) Clean onboard Bill of Lading/ Airway Bill (for foreign Suppliers)/ LR (or equivalent document (for Indian Suppliers)
  - iii) Packing list
  - iv) Manufacturer's Inspection / Test certificate
  - v) Certificate of Country of Origin, issued by an independent third party like Chamber of Commerce (for foreign Suppliers).
  - xi) Certificate from shipping company or its agent that the vessel is seaworthy and approved by Lloyds / Classification Societies / General Insurance Corporation of India (for foreign Suppliers).
  - xii) Material Dispatch Clearance Certificate (MDCC) from Purchaser.
  - xiii) Courier receipt- all dispatch document & copy of TC sent to purchaser.

## **18. PURCHASER'S RIGHT OF REJECTION**

- 18.1. Notwithstanding any approval which Purchaser or the Engineer may have given in respect of the Material , and notwithstanding delivery of the Material where so provided to the Purchaser, the Purchaser shall be entitled to reject the Material or any part, portion or consignment thereof, if such Material or part, portion of consignments thereof is not in all respects in conformity with the terms and conditions of the Contract whether on account of any loss, storage, deterioration or damage before dispatch or delivery or during transit or otherwise, whatsoever.
- 18.2. Rejected goods or materials shall be removed by the Seller from the Site. The expenses incurred in respect thereof shall entirely be borne by the Seller.

## **19. INDIAN AGENT & AGENCY COMMISSION (FOR FOREIGN SUPPLIERS)**

- 19.1. The offer should be submitted either by the Principals OR by the Indian Agents. Due to any constraint if the Principals are unable to submit the quotation themselves, they should give an Undertaking that the quotation shall be submitted by their Indian Agents (specifying the name & address) and that the commitments made by such Indian Agents shall be honored by them.
- 19.2. An Indian Agent can represent only one Foreign Manufacturer against a particular Tender.
- 19.3. BHEL shall deal directly with foreign vendors, wherever required for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of an Agency Agreement.

- 19.4 It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India , issued from time to time .
- 19.5 The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier / Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM , whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- 19.6 In absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate /consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
- 19.7 The responsibility for successful execution of the contract (including indigenous supplies/services) lies with the OEM/foreign principal.
- 19.8 Indian agent is required to submit the service tax registration certificate & PAN.
- 19.9 Indian agent's commission if any shall be borne by the supplier.

## **20. SHORT SHIPMENT / REPLACEMENT**

- 20.1. Any shortages or damages during transit, transportation or handling at site, shall be made good by the Seller at his risk and costs, to meet the delivery schedule. In case of faults/ discrepancies in the material, the same shall be supplied/ replenished free of cost to enable the material to be put in service.
- 20.2. In case of foreign supplies, customs duty (including any other duties and surcharges) levied in India on such supplies shall be borne by the Vendor. All such supplies shall be on FOR Site (Jagdishpur) basis and all taxes and duties shall be borne by the Vendor.
- 20.3. Any replacements shall be on FOR CSU Jagdishpur basis and all taxes and duties (including customs duty) shall be borne by the Vendor.

- 21. COUNTRY OF ORIGIN:** Vendor to mention Country of Origin of materials from where it will be supplied.

## **22. REVERSE AUCTION (RA)**

- 22.1. BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation.

## **23. FORCE MAJEURE:**

Notwithstanding anything contained in this Contract, neither the Supplier and nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the Supplier or Purchaser has no control.

**24. ARBITRATION:** The Purchaser and Supplier shall settle the disputes and differences arising out of this agreement in good faith. In the event that a dispute cannot be resolved within reasonable time, the parties agree that the agreement shall be subject to arbitration under the Indian Arbitration & Conciliation Act 1996. Notwithstanding anything to the contrary in such rules there shall be three arbitrators, one appointed by the Purchaser, one appointed by the Supplier and the third appointed by the other two arbitrators. No aspect of any arbitration proceedings shall be made public by either party. The arbitration tribunal shall give reasonable award in writing. The award of the arbitration tribunal shall be final and binding on the parties. Any disputes under this order shall be under jurisdiction of Sultanpur( now Chatrapati Sahuji Maharaj Nagar) UP (India) Courts only.

**25. CONTRACT LAW AND JURISDICTION**

25.1. This Contract shall be governed by the laws of India.

25.2. No court shall entertain or try any suit or legal proceedings to enforce any claim arising out of the Contract except in a court of law having jurisdiction at Sultanpur( now Chatrapati Sahuji Maharaj Nagar), UP (India).

**26 RISK PURCHASE**

If the Vendor is found to be not in a position to execute the Order in time, the Purchaser, at his option, will be entitled to terminate the Contract and to purchase and/ or complete the work from elsewhere at the risk and cost of the Vendor either the whole of the goods or any part which the supplier has failed to deliver/ despatch or complete the work within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor.

**SCHEDULE OF TECHNICAL DEVIATIONS****TENDER ENQUIRY NO & DATE :****ITEM DESCRIPTION :****DUE DATE OF OPENING ( PART-I ):**

<b>Sr.No</b>	<b>Specification Clause No</b>	<b>Technical Deviation</b>	<b>Remark/Reasons for seeking Deviations.</b>
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We hereby confirm that except for above, there are no other Technical Deviations.

Signature of Authorized Representative/Supplier

Name: Designation:

Date:

Name of Organization:

Seal:

**SCHEDULE OF COMMERCIAL DEVIATIONS**

TENDER ENQUIRY NO &amp; DATE:

ITEM DESCRIPTION:

DUE DATE OF OPENING (PART-I):

Sr.No	Specification Clause No	Commercial Deviation	Remark/Reasons for seeking deviation

We hereby confirm that except for above, there are no other Commercial Deviations.

Signature of Authorised Representative/Supplier

Name: Designation:

Date:

Name of Organisation:

Seal:

**PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE**

(To be issued on appropriate valid non-judicial stamp paper)

This Deed of Guarantee made this ..... Day of 200 by ..... Bank Ltd (hereinafter called the 'Bank', in favour of Bharat Heavy Electricals Limited, having its Registered Office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called the 'Purchaser') through .....unit.

Whereas M/s ..... (hereinafter called the Vendor) proposes to enter into a Contract arising out of the Letter of Intent No ..... addressed by the Company to the Vendor, for.....(scope of supply & services) (hereinafter called the 'Agreement').

And whereas the said Agreement provides that the Vendor shall submit a Bank Guarantee for a sum of Rs..... (Rupees..... only) towards Contract performance guarantee to be made in the form and manner therein specified.

And whereas the Vendor ..... have approached ..... (Bank) and at their request and in consideration of the arrangement arrived at between the said Vendor and the said Bank, the said Bank has agreed to give such guarantee as hereinafter mentioned to the aforesaid Purchaser.

Now, therefore, these presents witness that we ..... (Bank) by the hand of Shri..... its lawfully and duly constituted attorney do hereby undertake to pay the aforesaid Purchaser a sum of Rs..... (Rupees ..... ) by virtue of this Guarantee without any demur, merely on a demand from the Purchaser and to keep the company indemnified to the extent of Rs....., by virtue of this guarantee against any loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Vendor of any of the terms or conditions contained in the said Agreement or by reason of the Vendor's failure to perform the said Agreement and for the payment of any money payable by the said Vendor to the Purchaser under the terms and conditions of the said Agreement (the decision regarding the breach, loss, damage or payment due being solely at the discretion of the Purchaser).

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor, any suit or proceeding pending before any court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The aforesaid guarantee will remain in force and we shall be liable under the same, irrespective of any concession for the time being granted by the said Purchaser to the Vendor in or for fulfilling the said Agreement and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said Agreement irrespective of whether notice of such change and/or variation is given to us or not and claim to receive such notice of any change and or/variation is given to us or not. The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the Vendor but shall in all respects and for all purposes be binding and operative until all payments of all moneys due or that may become due to the said Vendor in respect of any liability or obligation of the Vendor under the said Agreement.

We the said Bank further agree that the guarantee hereinafter contained shall remain in full

force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Agreement have been fully paid and the Agreement have been fully and properly carried out by the Vendor and accordingly discharges the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....(date- acceptance of material at Purchaser's works plus two months) we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts having jurisdiction at Sultanpur( Now CSM Nagar) UP,India only.

The bank undertakes not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

The Bank hereby declares that it has power to issue this guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full powers to do so on its behalf under the Power of Attorney dated..... granted to him by the proper authorities of the bank

Dated The    Day of

Attorney (signature of the person duly authorised to sign on behalf of the bank)

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Witness

**LIST OF CONSORTIUM BANKS**

The Bank Guarantees are to be established through any of the consortium Bank listed with BHEL as below.

1. State Bank of India.
2. ABN AMRO BANK N.V.
3. Bank of Baroda.
4. Canara Bank.
5. CITI Bank N A
6. Corporation bank
7. Deutsche Bank AG.
8. HDFC Bank.
9. The Hongkong and Shanghai Banking Corporation Limited / HSBC
10. ICICI Bank Ltd.
11. IDBI Ltd.
12. Punjab National Bank.
13. Standard Chartered Bank.
14. State Bank of Travancore.
15. State Bank of Hyderabad
16. Syndicate Bank
17. Indian Bank.
18. Oriental Bank of Commerce.
19. Kotak Mahindra Bank Ltd.
20. UCO Bank
21. Central Bank of India
22. The Federal Bank Limited

The Letter of Credit shall also be opened through any of the bank listed above

**Check List for Commercial Terms and Conditions  
(To be filled and submitted along with Part-I Offer)**

Sl. No.	DESCRIPTION OF BHEL REQUIREMENT	Mention YES/ NO	REMARKS
1	Confirmation that the items will be meeting all the clauses of the specifications.		
2	Submitted Schedule of Technical Deviation( As per attached format)		
3	Submitted Schedule of Commercial Deviation( As per attached format)		
4	Submitted Un priced price bid( confirming quoted price as per our price bid format)		
7	Acceptance to the Delivery Period as per delivery schedule.		
5	<b>Submitted signed and sealed price bids for each item separately.</b>		
6	Prices have been quoted on "FIRM PRICE" basis only.		
7	Validity of the offer is as per TE.		
8	Confirmation for acceptance of Penalty as per TE		
9	Confirmation for acceptance of Inspection terms as per TE		
10	Confirmation for acceptance of Payment terms as per TE		
11	Confirmation for acceptance of Delivery terms as per TE.		
12	Country of origin		
13	Port Of Dispatch( foreign Vendors)		
14	CFR Sea port (Destination-Indian Port)		
15	Confirmation for acceptance of Reverse Auction		
16	Confirmation for submission of <b>Agency Agreement</b> in case offer is submitted by Indian Agent		
17	Confirmation for acceptance of Risk Purchase		
18	Confirmation for submission of CPBG		
19	Confirmation of offer validity as per TE		

**NOTE: -**

It is confirmed that all the terms and conditions stipulated in the Tender Enquiry have been fully understood by us and all clarifications & details have been obtained.

**Signature & Office Seal of the supplier**

### **PRICE BID FORMAT**

**For Foreign Suppliers:** Foreign suppliers shall **submit separate item wise sealed price bids** for both FOB & CFR rates as per below formats mentioning required details.

TE NO BHEL/CSU/11-12/CRCS/10

**(a) FOB Prices:**

<b>Sl no</b>	<b>Particulars</b>	<b>To be filled by Supplier</b>
1	Item No. as per TE	01
2	Material Description	CRCS sheet of Size1.6X160X1930mm As per AA 10115 Rev 09
3	Total Qty( in MT)	85 MT
4	FOB Rate per MT	
5	Total FOB Cost	
Total FOB Cost in Words :-		

**(b) CFR Prices:**

<b>Sl no.</b>	<b>Particulars</b>	<b>To be filled by Supplier</b>
1	Item No. as per TE	01
2	Material Description :-	CRCS sheet of Size1.6X160X1930mm As per AA 10115 Rev 09
3	Total Qty( in MT)	85 MT
4	FOB Rate per MT	
5	Sea Freight per MT	
6	CFR Rate per MT	
7	Total CFR Cost	
Total CFR Cost in Words :-		

Name of the supplier:-

Signature and seal of the supplier:-

**For Foreign Suppliers:** Foreign suppliers shall **submit separate item wise sealed price bids** for both FOB & CFR rates as per below formats mentioning required details.  
TE NO BHEL/CSU/11-12/CRCS/10

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(a) **FOB Prices:**

Sl no	Particulars	To be filled by Supplier
1	Item No. as per TE	02
2	Material Description	CRCS sheet of Size1.6X185X1980mm As per TM 99272
3	Total Qty( in MT)	165 MT
4	FOB Rate per MT	
5	Total FOB Cost	
Total FOB Cost in Words :-		

(b) **CFR Prices:**

Sl no.	Particulars	To be filled by Supplier
1	Item No. as per TE	02
2	Material Description :-	CRCS sheet of Size1.6X185X1980mm As per TM 99272
3	Total Qty( in MT)	165 MT
4	FOB Rate per MT	
5	Sea Freight per MT	
6	CFR Rate per MT	
7	Total CFR Cost	
Total CFR Cost in Words :-		

Name of the supplier:-

Signature and seal of the supplier:-

### PRICE BID FORMAT

**For Indigenous Suppliers:** Indigenous suppliers shall **submit separate item wise sealed price bids** as per below format for domestic supplier.

TE NO BHEL/CSU/11-12/CRCS/10

#### **FOR Prices:-**

<b>Description( To be filled by Supplier)</b>			
<b>Item no. as per TE: - 01</b>			
<b>Material Description:-</b> CRCS sheet of Size 1.6X160X1930mm As per AA 10115 Rev 09			
<b>Total Qty (in MT):- 85 MT</b>			
<b>S.No</b>	<b>Particulars</b>	<b>Unit</b>	<b>Value</b>
1	Rate per MT	Rs./MT	
2	Total	Rs.	
3	Excise duty	Rs.	
4	VAT/CST against form "C"	Rs.	
5	Any other tax	Rs.	
6	Total cost of material (1+2+3+4)	Rs.	
7	Freight + Insurance	Rs.	
8	Any other charges	Rs.	
9	<b>Total cost for FOR supply of material (5+6+7)</b>	Rs.	
10	Total cost for FOR supply in Words:.....		

Name of the supplier:-

Signature and seal of the supplier:-

TE NO \_ BHEL/CSU/11-12/CRCS/10

**FOR Prices:-**

<b>Description( To be filled by Supplier)</b>			
<b>Item no. as per TE: - 02</b>			
<b>Material Description:-</b> CRCS sheet of Size 1.6X185X1980mm As per TM 99272			
<b>Total Qty (in MT):- 165 MT</b>			
<b>S.No</b>	<b>Particulars</b>	<b>Unit</b>	<b>Value</b>
1	Rate per MT	Rs./MT	
2	Total	Rs.	
3	Excise duty	Rs.	
4	VAT/CST against form "C"	Rs.	
5	Any other tax	Rs.	
6	Total cost of material (1+2+3+4)	Rs.	
7	Freight + Insurance	Rs.	
8	Any other charges	Rs.	
9	<b>Total cost for FOR supply of material (5+6+7)</b>	Rs.	
10	Total cost for FOR supply in Words:.....		

Name of the supplier:-

Signature and seal of the supplier:-