

**Bharat Heavy Electricals Limited**

(A Government of India undertaking)

Electronics Division

PB No.2606, Mysore Road, Bangalore-560026, India

Tel 080 26998366 / email : suryaprakash@bheledn.co.in

Tender document for supply and installation of : Vertical Storage System**R F Q Number : TRSM900054****Tender Qty : 4 Numbers**

Tender Due Date and Time : 16.10.2009 13.00 Hrs

Tender Opening Date and Time : 16.10.2009 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. Tender to be dropped in the tender box placed in the Reception area at our works with caption “**Sub Assembly**”.

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

2. Delivery Required:

| SI No | Qty in nos | Delivery required |
|-------|------------|--|
| 1 | 2 | Within 16 weeks from date of Purchase Order. |
| 2 | 2 | Within 20 weeks from date of Purchase order |

3. Terms and conditions:

1. All the Bidders shall Comply with **Technical Specification / Purchase Specification No PS/327/KKS/HS31 /002** mentioned in this specific tender. Offers not complying with these are liable to be rejected.
2. Bidders are required to comply with the **General Terms and Conditions** as per (**Annexure –I**)

Purchase Specification No PS/327/KKS/HS31 /002

A. Scope :-

Design, manufacture, site preparation & supply, install and commissioning of Automated Vertical Storage & Retrieval System as per following specifications.

B. Technical Specifications for - Automated Vertical Storage And Retrieval System

Offer shall be corresponding to the parameters under the specifications below and also offer must contain point wise compliance to the following specifications and deviation if any has to be brought out clearly, if there are no deviations the vendor has to positively certify the compliance to the specification in total.

- (a) The system (Each unit) shall consist of a fixed compound having 3 vertical movement modules (segment) with a front and a rear storage shaft(Refer outline drawing ref. PS/327/KKS/002.2).All integrated storage towers are operated from one single extractor system. To enable access to each storage location inside the system, the extractor positioned in the system has to move in all X , Y and Z directions. For fast tray presentation, vertical run of the extractor beam and horizontal extractor movement should occur simultaneously. Requested tray should be positioned into the access opening of the unit.

The system shall be of computer controlled automated vertical movement, storage and retrieval system. On request a movable extractor unit needs to travel appropriately to pull requested tray form its locations and brings to the access point for operator to replenish/pick-up stock and the tray must return to its home position. However the vertical/horizontal of the extractor speed shall be of adjustable method.

The external claddings shall be provided with suitable color to have better aesthetic look and avoid dust. The color of the cladding will be decided at the time of placement of purchase order.

A control panel given with all features shall be available near the access point at a convenient location and the same will be decided at the time ordering, preferably this

Panel shall be located out side machine with swiveling arm for operator to operate the panel in sitting position.

- (b) The system shall consist of one access opening. It shall be mounted on any of the vertical movement module or segment and the same will be specified at the time of placement of purchase order.
- (c) Working light at access opening
- (d) The system shall have provision to interface with external PC and network to connect to available PC's controlling multiple machines in one location.

Redundancy System.

1. All the redundancy features provided with standard equipment shall be mentioned. This is for uninterrupted function of the unit even in case of electrical or electronic components failure and to enable the trained operator to continue working without any problem. While working in redundancy mode error message on the control panel has to be displayed continuously till the machine is completely rectified and also when on redundancy mode a steady / intermittent alarm shall be provided to caution the attending person.

SYSTEM DESIGN FEATURES

1. There shall be no imbalance in system for a given load.
2. The trays shall be made of Galvanized Steel.
3. The drive mechanism for the extractor movements has to be provided with suitable mechanism which ensures reliability, stability and balance also adequate factor of safety shall be considered.
4. Maximum vertical, horizontal speed of the extractor shall be specified and speed of the extractor shall have provision for adjustment.
5. The pitch of the trays shall be flexible having optimized facility to store the materials having different height.
6. Machine height shall have facility to increase at a later date if desired.
7. Maximum pitch of rails has to be 75mm.
8. The minimum load per tray shall be approx. 250 Kgs.
9. Number of trays having same tray capacity may be increased at later date if desired without changing basic design.
10. Provision to connect the equipment through USB, Serial RS232/RS485 ports and LAN connection via Ethernet shall be provided.
11. CPU shall be of reputed make & make of the same to be specified.
12. Battery backup shall be provided for the CPU.
13. Distance between the trays shall have optimized mechanism so that automatically the system shall store the materials of different height.
14. Access opening shall be provided at suitable height 830mm approx. However at the time of installation exact height position will be indicated.
15. Photo Curtains for operator safety to be provided at Access Port meeting the International safety standard.
16. Machine shall have modular design for any relocation as required.
17. The tray extractor rollers shall be made of Polyurethane.
18. The Drive shall be of AC Motor with Controller of reputed make (specify make).
19. Password authentication for 30 users approximately shall be provided.
20. Maximum total carrying capacity of the unit shall be indicated in the Technical bid considering the future expansion.
21. Stored item shall be accessible by part / location numbers of minimum 12 digits.

Safety Features:

22. The unit comply to International Standards and all safety features provided in the machine shall be listed.
23. **Automatic Safety Shutter door:** - The access opening in the system shall be equipped with an automatic door at the rear side of the access opening, ensuring that operator area and beam shaft of the extractor system are completely concealed, It

Shall be of high reliable and quality materials. It shall offer a comfortable operation and a high security level for the operator and the shutter door remains always closed during the operation. It shall only open when a required tray is moved into the access opening and shall get automatically closed after delivering the called tray to access. This shall be a part of Original Equipment Manufacturer's supply.

26. **Additional Front Door** – Separate door shall be provided in front of the access opening with locking facility. This shall be a feature from Original Equipment Manufacturer's.
27. **Service door:-**The unit service doors provided for maintaining the system shall be provided with interlocking facility. The system shall not function in case the service door is not closed properly or in the open condition
28. When the service person is inside the machine a provision has to be made so that service door should not be closed and the same has to be kept opened automatically till the person comes out of the machine.
29. Safety mechanism to be provided on rear side of access opening to prevent material protruding from the tray meeting International safety standard.
30. LED's with error message should be automatically displayed on the control panel in case of fault/safety breach.
31. Complete safety measures shall be provided for any mechanical damages for the materials stored in the system .Features shall be stated explicitly.
32. Vendors shall demonstrate load carrying capacity during installation for acceptance of the equipment.
33. When the load on the individual tray exceeds the limit as indicated, the vertical storage system shall trip automatically and tray shall be moved back to access window, this feature has to demonstrated before accepting the machine. Also the tray number having over load has to be displayed on the control panel.
34. Do's and Don'ts for the operator and service personnel shall be stated explicitly on the individual machine.
35. A permanent warning label “ **DANGER DO NOT ENTER**” in bold and red color to be fixed on top and inside the access window with appropriate symbols.

Additional points under safety:

36. Only qualified and trained employees of OEM/Their service representatives/Authorized channel partners shall install/commission/Repair the system.
37. The service personnel shall take permission from the concerned executive in-charge to carry out any activity on the machine inside BHEL premises.
38. The supplier shall take work permit from BHEL Safety Engg. Dept. before commencement of installation work in the premises.
39. The persons attending the installation activities shall be covered under Indian statutory / regulatory act such as ESI & PF schemes or covered under any other better schemes.
40. The supplier shall bring all the tools and tackles for carrying out the work.
41. The supplier's workmen have to make necessary entries at security regarding tools and tackles etc., brought by them to take back after the completion of the work.
42. The suppliers shall issue Safety appliances to their workmen for safe operation at our premises and instruct them to follow safety rules and regulations.
43. The supplier's workmen have to follow all the safety rules and regulations and wear the safety appliances required for the work. They shall take care of the property of BHEL around the work place, while working and barricade the working area.

44. BHEL shall be indemnified for any untoward incidents to the vendors personnel during the period of their working in BHEL premises.

Operating Features:

45. Power supply :- 220V +/- 10 % Single phase 50 HZ or 415 V +/- 10%
Three phase, 50 HZ.
- 45.1 Vendor shall specify the power supply requirement and total power consumption under full load conditions and power supply from existing power point to the respective machine is under vendor scope
- 45.2 Soft start and Stop.
- 45.3 Single phase preventer shall be provided in three phase machine
46. Fuse for overload protection shall be provided in the Control Panel.
47. Frequency drive shall be provided to adjust the speed of the motor.
48. Each tray shall have the possibility of setting the speed.
49. Trays shall have a facility of interlock password.
50. All electrical controls shall be in modular construction for easy replacement and easy identification.
51. Proper protection to be made for all power cables.
52. Operating Condition :-
Temperature up to 50 °C ambient.
Relative Humidity: 90 % RH

Tray Size:

Useful Length of tray should be 1800mm + / - 60mm.
Useful Depth of tray should be 800 + / - 25mm.
Number of trays – 180 No's

Over all Machine Dimension

Machine Height – 7500mm + / - 100mm.
Unit Width should not exceed 7000mm approx.
Unit Depth 2900mm + / - 100mm.

Control –

The unit shall have Micro processor having necessary port to interface with external PC and a control panel to indicate the called item/called tray with description. The system fault shall be displayed and fault index shall be provided for decoding & reporting to the service person.

General:-

1. System shall be provided with emergency Stop switches.
2. System shall have hardware locking facility for operation.
3. Protection against free fall of trays in case of power failure on resumption of power the extractor shall complete the task that as interrupted .
4. Noise level: - Shall be approx 70db.
5. Training shall be provided at BHEL to minimum of three people from Stores and maintenance .

6. Suppliers before quoting shall physically verify the installation spot and indicate any facilities or alteration regarding civil, electrical and mechanical requirements at the site and the same has to be reflected in the technical bid where agreed by BHEL.
7. All material handling equipment required during installation and commissioning shall be specified in quotation including special cranes etc. All these shall be arranged by supplier considering the available space.
- 7.1 Time required for installation and commissioning shall be mentioned.
8. Operation, maintenance, service, & spare parts manual in English have to be supplied in triplicate along with the equipment and one copy can be in soft media.
9. Supplier has to indicate time required for attending the Break Down calls
10. Test certificate / Inspection report shall be submitted prior to dispatch along with sl. no of the machine.
11. Supplier to mention clearly in the offer whether the machine is free standing or require foundation/grouting.
12. Details on overall dimensions and weight with packing & without packing shall be provided for assessment of freight with the technical bid..
13. Supplier to confirm that machine in free standing and capable of withstanding Seismic zone-2
14. Packing of machine has to be done in 40 feet container and packing of all loose items has to done in sealed box. Sea worthy packing must be ensured.
15. The design of the side panel shall be such that, in case of reorientation of machine at later date it should be possible to install more equipment adjacent to each other leaving no gap between the equipments as the gap would facilitate settlement of dust and rodent entry.
16. There shall be no gap in the equipment which would enable rodent entry. The same has to sealed.
17. Drawing of the internal arrangement
18. The vendor should submit a certificate (Format enclosed refer page 8) for having studied the installation site for suitability of installing their equipment.

Software control & interface: -

1. System shall have suitable software and hardware for loading and retrieval of components.
2. Shall have the features of access control through password.
3. System language: English.
4. Display by Touch Screen Color Monitor.
5. System shall have suitable Inventory . Management software
6. System shall also have provision of connecting external Bar Code Reader.

Options:-

1. Separate price for additional trays.
2. All Rates of optional items shall be valid for two years from date of P. Order.
3. Annual maintenance contract after the agreed warranty period shall be quoted for one ,two & three years period and frequency of visits during AMC period has to be spelt out . Minimum 4 visits during the year shall be assumed
4. List of necessary spares to be stored along with Main equipments
5. 10% of the loaded trays shall have additional password access control.
6. Purchase order will be placed on single qualifying party for main equipments along with required optional accessories and spares.
7. Automatic full tray extraction device: –The access opening of the system shall be provided with Automatic full tray extraction device to improve the handling of heavy and unmanageable goods for loading / unloading purposes.

8. Transport wagon for Sl.No. 7
9. Swivel arm for operating unit
10. Any other additional features which will enhance the performance of equipment shall be quoted separately with price break up.
11. Optional quote should be provided for connectivity to interface SAP with lean WMS Module. The price should be valid for 2 years from the date of offer.

Warranty:-

1. The equipment and accessories shall carry on-site warranty of one year from the date of commissioning including spares and service.
2. Supplier shall guarantee for one year of trouble free performance of equipments from date of commissioning and shall carry out preventive maintenance periodically. The frequency of visit shall be spelt out.
3. The software upgrades during the warranty period shall be provided free of cost.
4. Warranty certificate mentioning serial number of the unit ,customer name date of supply etc. shall be provided with original document of shipping.



SITE INSPECTION AND FITNESS CERTIFICATE

This is to certify that the Vertical Storage System, model no.with dimensions of(height),(width),(depth) offered by us vide quotation no.against your RFQ no.datedis suitable for installation at your Store area.

We have visited the sites, inspected the location and approach doorways. The door to the store is measuring (height),..... (width) and is suitable for movement of our equipment offered, to the installation location identified inside your stores.

No equipment/machine or installation, already existing in the above stores, need to be modified or displaced from its position for movement and installation of the equipment offered by us.

Signature of the vendor

(Name:)

Address of the company

Company seal:

Pre Qualification Criteria for Supply of Automated Vertical Storage System

These automated vertical storage & retrieval systems are used in stores for safe & secure storage & issue of electrical, electronic, mechanical items etc.

1. The vendor shall be an Original Equipment Manufacturer (OEM). Only the OEM or their authorized distributors or channel partners along with latest authorization letter can submit offers. An authorized Representative/Dealer cannot quote for the equipment from more than one OEM. The letter of authorization shall be issued by the principal with this tender reference.
2. The vendor should be an existing supplier of 3 Axis X-Horizontally, Y-Vertically, Z-Forward & Backward) Movement systems of the type called in specification as one of the standard product and should be capable of tailoring their product to meet the specification given. First time designers or first time suppliers of 3 Axis systems will be disqualified.
3. The supplier shall furnish the details of 3 Axis movement systems supplied and the reference list of customers along with contact details such as name of company, dimensions of unit, quantity of supply, full address of premises, contact person's name, telephone & fax numbers, email ID etc. This shall be for both domestic as well as foreign customers. Any customer appreciation letters etc may be attached.
4. Vendors shall have an existing service centre with trained manpower in India. Address of such service centre shall be provided.
5. Vendor should have commissioned at least 3 Units of 3 Axis systems anywhere in the World.
6. Offer for only New Equipment is required. Offer for used / re-sale re-furbished equipment is not acceptable.

All the data requested in the Pre qualification criteria are mandatory requirements. Bids of vendors who qualify in all above criteria only will be evaluated.

Additional data required.

7. Data on number of such units manufactured per annum and number of years since such units are manufactured shall be provided.
8. Vendors to identify to which standard these equipments are conforming to & attach a copy of such standard or certificate from accredited agency.

Annexure -1**General Terms & Conditions for Supply, installation and commissioning of
Capital Items (Two part bid)**

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.

Enquiry / Request For Quotation (RFQ):

- (a) Any Purchase Order resulting from this enquiry shall be governed by **these general terms and conditions listed below and special terms and conditions, if any, along with this enquiry** of Bharat Heavy Electricals Limited, Electronics Division, Bangalore-560026 (BHEL – EDN).
- (b) Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the quotation. Otherwise, it will be treated as that all terms and conditions of this enquiry are acceptable.
- (c) If counter terms and conditions are offered by supplier, BHEL EDN shall not be governed by such terms and conditions, unless it is agreed and incorporated in the Purchase Order of BHEL EDN.
- (d) Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of order, unless clarification is sought for by BHEL EDN and agreed upon in the Purchase Order of BHEL EDN.
- (e) BHEL EDN reserves the right to adopt Reverse Auction (RA) for the enquiry sent at any point of time after technical evaluation, at its discretion. Bids with non acceptance of reverse auction will be liable for rejection. BHEL may also open the price bids at its discretion. General conditions for RA is mentioned in cl 34.
- (f) BHEL EDN shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

1. **Quotation** : Quotation shall be submitted in two parts:

(a) Techno-commercial i.e., Un-priced Bid:

Techno-commercial bid in one sealed envelope shall be submitted with complete description of the equipment, specification compliances to the enquired specification. QUOTATION FORMAT indicating commercial terms & conditions shall be filled and submitted (ANNEXURE - A / ANNEXURE - B). Any other enclosure, which the supplier wishes to submit like product catalogue, technical literature etc., may also be submitted in this sealed envelope super scribed clearly as “**TECHNO-COMMERCIAL BID**” with RFQ No. and DUE DATE. **Un-priced** copy of price bid (without price) must be enclosed with this techno-commercial bid. Vendor shall not mention price in the technical bid.

Confirmation to BHEL specifications shall be indicated by the vendor in the respective columns provided in the purchase specification wherever applicable. Deviations to the specification 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 also be enclosed with the Techno-commercial bid.

Manufacturer’s name, their trade mark and brand, part number, alternate material to the one asked in enquiry, if any, should be mentioned in quotation and illustrative leaflets giving technical particulars etc. are to be attached to facilitate consideration and technical evaluation of the quotation.

(b) Price Bid:

i. Foreign Purchase (FE Quote):

Price bid should contain basic unit price, total price, currency, including packing and any other charges on **FOB** basis in a separate sealed envelope super scribed clearly as “**PRICE BID**” with **RFQ No. and DUE DATE**. Installation, commissioning, start-up and training charges (if any) shall also be indicated in the price bid.

It is preferred to indicate the rates in both figures and words. In such case, if there is difference / discrepancy between the rates in figures and words, the **least of the two** will be considered.

ii. Indigenous Purchase (INR Quote):

Price bid should contain basic unit price, total price, on **FOR Destination** basis (delivery at BHEL – EDN indicating Duties, Taxes, packing, forwarding freight and insurance) in a separate sealed envelope super scribed clearly as “**PRICE BID**” with **RFQ No. and DUE DATE**. Installation, commissioning, start-up and training charges (if any) shall also be indicated in the price bid

It is preferred to indicate the rates in both figures and words. In such case, if there is difference / discrepancy between the rates in figures and words, the **least of the two** will be considered.

- 2. Bid Submission** The above sealed envelopes [(a) Techno-commercial i.e., un-priced Bid and (b) Price Bids] shall be placed in a **separate sealed envelope** and super scribe clearly with **RFQ No. and DUE DATE**. The above sealed envelope (Tender) shall be dropped before the due date and time in the tender box marked “**Sub Assembly**” kept at BHEL-EDN’s Reception area of our works. This being capital equipment and two part bid, bids through FAX and email are not acceptable

BHEL EDN is not responsible for any delay in receipt of quotation sent by supplier through post / courier. Bidders to ensure / ascertain timely submission of offers well in advance.

Separate quotation should be submitted against each enquiry / RFQ.

Late Tenders i.e., Tenders received after due date and time will not be considered and stands rejected.

- 3.** The rate quoted against each item shall be in units stated in the enquiry. Where quotation is in terms of unit other than that in enquiry, relationship between the two units must be furnished in the quotation.

4. As far as possible, the quotations shall be free from corrections / overwriting. Corrections / overwriting, if any should be signed by authorized person with the company seal. Any typographical errors, totaling mistakes, currency mistakes, multiplication mistakes, summary mistakes observed in priced bids, BHEL may consider whichever is beneficial to BHEL for evaluation.
5. Quotations are to be duly signed. Unsigned bids / offers are liable for rejection.
6. Tenders / Techno commercial bids will be opened at **13:30 hrs.on the due date** , All the tenderers or their authorized representatives (with authorization letter from their principals) may witness opening of techno-commercial bid on the due date.
7. After evaluation of techno-commercial bids, price bids of only those which are technically & commercially accepted, will be opened on a subsequent date, which will be intimated to the concerned in advance for witnessing of price bid opening.

However BHEL EDN reserves the right to adopt Reverse Auction at any point of time.

8. The quantity in each item to be purchased may vary from quantity enquired according to the actual requirement at the time of placing the purchase order. Quantity discount, if any, should be mentioned in the quotation.
9. Withdrawal from the quotation after submission till order is placed will entail cancellation of the enquiry. Such supplier is liable for de-listing for future enquiries at the sole discretion of BHEL EDN.
10. Purchase Order will be placed on the lowest bidder (L1) only among the technically & commercially accepted quotations. Lowest quotation is determined on the basis of Total Cost to BHEL EDN including basic value, taxes and duties, freight, insurance, loading factors for deviations to terms and conditions
11. BIDDERS (for indigenous purchase) 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 with documentary proof 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.

12. D & B Report by foreign Vendors:

In case of foreign vendors, the vendors should obtain a report from **Dun & Bradstreet** or equivalent and submit a copy of the report with their Duns number mentioned along with the techno commercial bid. Offer without this report is liable for rejection.

13. Payment of Agency Commission to Indian Agent (for Foreign purchase):

The vendor shall give a certification to the following effect:

The seller confirms and declares to the Buyer that the seller is the original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in

respect of any such intercession, facilitation or recommendation. The seller agrees that if it is any way incorrect or if at a later stage it is discovered by the Buyer that the seller has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to refund that amount to the Buyer. The seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the seller who shall in such event be liable to refund all payments made by the buyer in terms of the contract along with interest at the rate of 2% per annum above the LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Govt. of India BHEL would like to procure the above item directly from you and not to involve services of Indian Agent for the procurement. The quotation submitted by your Indian Agent is not acceptable and liable to be rejected. However, in case you would like to involve your Indian Agent for supply of the items/service therefore you may furnish the following information along with the Techno Commercial bid.

- (a) Registration status of Indian Agent with DGS&D and BHEL.
- (b) Commission payable to Indian Agent and percentage.
- (c) Currency in which payable to Indian Agent.
- (d) If the agency commission is payable by the foreign principal/OEM, such commission shall be received by Indian Agent through inward FFE remittance through banking channels and disbursed in rupees only.
- (e) Tax at source deduction is applicable to the Agency Commission paid to the Indian Agent as per the prevailing rules.
- (f) If the respective Indian Agents are not registered with DGS&D or BHEL, are required to register their names with BHEL by providing the following information's for registration.
 - (i) Name of the foreign firm / original equipment manufacturer represented by the Indian representative / Indian Agent.
 - (ii) Agency agreement.
 - (iii) PAN No, Name, Address of Bankers in India and Abroad.
 - (iv) Nature of services to be rendered by Indian Agent / Indian representative and percentage of commission payable to Indian Agent / Indian representative by Principal / original equipment manufacturer.
- (g) All particulars relating to Agency Commission will be reported to the enforcement Directorate of Income Tax Department.
- (h) Undertaking to be submitted by Indian Representative / Agent that the agency commission would be accepted in Indian Rupees only and through inward FFG remittance through banking channel for the services rendered towards the execution of the orders.

14. PURCHASE ORDER : Placement of Purchase order will be considered on the lowest bidder (L1) only among the technically & commercially accepted quotations. Lowest quotation (L1) is determined on the basis of the **total cost to BHEL**. However BHEL does not bind itself to accept the lowest rate quoted, but reserves the right to accept whole or part of any quotation at

it's sole discretion. No import license will be given by BHEL unless other wise stated specifically.

(a) FOR FOREIGN PURCHASE

Total cost to BHEL = Total basic value (including installation, commissioning, training, spares, etc) 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 + Service TAX (if applicable) + Loading factors for deviations to commercial terms & conditions.

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.

(b) FOR INDIGENOUS PURCHASE

Total cost to BHEL = Total basic value (including installation, commissioning, training, spares, etc)+ Packing & forwarding charges + Excise duty + Education cess + sales Tax/VAT + Octroi + Exit/Entry tax + Freight & Insurance + Service Tax (if applicable) + Loading factors for deviations to commercial terms & conditions.

15. FIRM PRICE: Rates quoted should be firm till the execution of the order including installation and commissioning.

16 . TERMS OF PAYMENT:

(a) FOR FOREIGN PURCHASE:

Payment will be made against “**SIGHT DRAFT**” on presentation of dispatch documents to our bankers .

The payment terms are as follows:

- (i) 80% against complete dispatch documents i.e. Bill of lading , Invoice, Packing list, Warranty certificate, Certificate of country of origin etc.
10% after commissioning and balance 10 % on submission of Performance Bank Guarantee (PBG) on submission of supplementary invoices and relevant documents.
- (ii) If PBG is not agreeable vendors can also accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice. In such cases loading for PBG is not applicable.
Payment through LC can be considered subject to loading factors as per Clause 29 with bank charges to respective accounts. Payment through LC will be 80 % after dispatch, 10% after commissioning, 10 % after submission of PBG with relevant documents .
- (iii) Offers for release of 100% payment (single payment) against dispatch documents are liable for rejection.

(b) FOR INDIGENOUS PURCHASE:

- (i) 80% basic payment + 100% taxes & duties with 30 days credit, 10% after commissioning and balance 10% against submission of PBG.

- (ii) Payment through bank will attract loading factors as per clause 29. Bank charges are to respective accounts
- (iii) If PBG is not agreeable, vendors can also accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice. In such cases loading for PBG is not applicable.
- (iv) Vendors sales tax/ECC/VAT registration number shall be mentioned in quotation.
- (v) Offers for release 100% payment (single payment) against dispatch are liable for rejection.

17. ADVANCE PAYMENT: Quotations with “Advance payment” or “Inland letter of credit” is liable for rejection.

18. PENALTY: Failure to deliver within the delivery time as per purchase order will attract unconditional **penalty of 0.5 % (half percent) per week or part thereof at the basic price of the goods for the undelivered quantity, subject to a maximum of 10%.**

FOR FOREIGN PURCHASE

Date of Bill of Lading / Date of receipt by Freight Forwarder whichever is earlier shall be considered as delivery date for the purpose of penalty calculation. BHEL is not responsible for delayed Order Acknowledgement for LC opening or LC corrections/ amendments to LC asked after opening of LC.

FOR INDIGENOUS PURCHASE:

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 the purpose of penalty calculation.

In the absence of reports stated above, actual date of inspection will be considered as date of dispatch for penalty calculation. Or date of receipt of equipment shall be considered as delivery date for the purpose of penalty calculation.

19. PERFORMANCE BANK GUARANTEE: Performance Bank Guarantee (PBG) to be submitted on Rs.100/- non-judicial stamp paper as per the BHEL prescribed format given in **ANNEXURE - E / ANNEXURE - F** for 10% of the basic equipment value obtained from any BHEL member (consortium) banks indicated in **ANNEXURE-G**.

PBG shall be submitted after commissioning and shall be valid for entire warranty period plus 6 months claim period.

The Bank Guarantee shall be sent directly by the issuing Bank with their forwarding letter to the concerned Purchase Executive.

20. WARRANTY : Equipment shall have warranty period of 18 months from date of dispatch or 12 months from the date of commissioning, which ever is earlier. Offers not complying to this is liable for rejection.

21. GUARANTEE: The vendor shall guarantee the performance of the equipment for at least 12 months from date of commissioning. Offers not complying to this is liable for rejection.

22. TERMS OF DELIVERY:**(a) FOR IMPORTED PURCHASE:**

Price offered shall be for goods packed and delivered **F.O.B.** (named international sea port) including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, Letter of credit (L/C) if applicable, negotiation of bank documents, Export declaration, Certificate of origin etc.

Packing shall be Road / Rail / Air / Sea worthy, best suitable for transshipment and to take care of transit damages. If containerized, no. of containers & size of container shall be mentioned. Packing weight (gross & nett) Packing dimensions shall be given prior to shipment to ascertain whether the consignment can be carried on standard cargo in contract or as ODC.

Wooden packing material for all the foreign consignments should be treated as per ISPM-15 & **Fumigation / Phytosanitary certificate** to be submitted to the freight forwarders / BHEL along with the invoice, AWB, packing list etc.

Vendors shall indicate the name of International Seaport. The consignment shall be handed over to BHEL approved freight forwarder as mentioned in PO.

Port of discharge shall be Chennai Sea Port and Place of destination to be ICD, Bangalore.

Note: Name of International sea port has to be selected from any one of the airports / sea ports indicated in the table provided in **ANNEXURE – C** .

(b) FOR INDIGENOUS PURCHASE:

Equipment shall be delivered on door delivery basis to BHEL EDN, Bangalore inclusive of packing , forwarding, freight and insurance charges.

Packing shall be Road / Air worthy, best suitable for transshipment and to take care of transit damages.

Vendors may dispatch the consignments through BHEL / EDN approved transporters indicated in **ANNEXURE - D** on Door Delivery basis.

Smaller consignments can be dispatched through Courier services / RPP with the prior approval of the purchasing Executive.

In case of ex-works dispatches, transit insurance shall be arranged by BHEL. Vendor shall intimate the dispatch details to BHEL immediately after effecting shipment, to arrange transit insurance accordingly

23. DELIVERY SCHEDULE /REQUIREMENT : In the quotation, earliest firm delivery (number of weeks) by which material will be delivered from the date of purchase order must be indicated. Quotations with delivery term such as `ex-stock`, `subject to prior sale`, or `delivery at the earliest` are liable for rejection. Date of BHEL PO is the reference for all purposes.

BHEL delivery requirement is indicated in page 1. For non compliance of delivery requirement loading factors will be applicable as per cl 29.

24. VALIDITY: Quotation should remain valid for a minimum period of **90 days** from the date of technical bid opening.

25. POST-ORDER REQUISITES:

- a) Vendor shall send order acknowledgement indicating delivery date within one week of receipt of PO.
- b) Pre-shipment inspection at vendor's works, if required, will be carried out by BHEL. Required assistance will have to be provided by the vendor at the time of pre-shipment inspection.
- c) Test certificates, Calibration certificates and warranty certificates as stipulated at the time of ordering shall be furnished.
- d) Items shall be dispatched by Air/Road/Rail/Sea worthy packing. Any damage and later rejection, due to poor / improper packing shall be to supplier's account. Liability is restricted to the value of order.
- e) Any damage / rejection /shortage should be made good or replaced immediately without any extra cost to BHEL.
- f) Wherever commissioning is involved, it shall be carried out by the vendor's qualified engineers. Scope of work includes installation, commissioning and start-up trials till satisfactory performance level is reached as certified by BHEL. For installation and commissioning of equipments, personnel registered with ESI and PF authorities to be arranged by vendor
- g) BHEL will not be responsible for any loss, damage or injuries to vendor's personnel sustained during installation / commissioning / start-up trials. Vendor shall ensure compliance with all statutory requisites as laid down by local bodies, state & Central Government. Vendor shall indemnify BHEL for all damages/ losses to various personnel during their presence in BHEL's premises for whatever purpose.
- h) Suitable markings on the packing & damage control indicating devices shall be provided wherever applicable

26. Any dispute arising out of this, shall be referred to the sole arbitration of Head of Dept. Materials Management of group concerned, BHEL EDN or any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore.

27. Any legal suit in respect of this enquiry lies in the court of Jurisdiction of Bangalore (India) only.

28. 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.

29. LOADING FACTORS:

Loading factors as detailed below will be added to the quoted price (basic) to evaluate the lowest quote for non compliance of BHEL standard commercial terms.

A(i). For non compliance of standard Terms of payment (For Foreign Purchase Orders)

| Sl. No. | BHEL standard term | If you quote | Loading factor in % for non-compliance |
|---------|--|--|--|
| 1 | 80% against "SIGHT DRAFT" +10% after commissioning + 10% against PBG | Payment through Letter of Credit (LC). | 10 % x percentage quoted through LC |

A(ii). For non compliance of standard Terms of payment (For Indigenous Purchase Orders)

| Sl. No. | BHEL standard term | If you quote | Loading factor in % for non-compliance |
|---------|--|--|--|
| 1 | 80% basic payment + 100% taxes & duties with 30 days credit +10% after commissioning+ 10% against submission of PBG | Payment through bank | 10 % x percentage quoted through bank / proforma invoice |
| | | Payment against proforma invoice | |
| | | 100% with 30 days credit after commissioning & submission of 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 or part thereof subject to max. of 10% on the basic value of the items not supplied /delayed | Not agreed. | 10 % |
| | | 5% max., agreed. | 5% |
| | | Other than the above. | 10% - (minus) 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 indicated in the RFQ:

| Sl. No. | BHEL standard term | If you quote | Loading factor for non-compliance |
|---------|--|---|---|
| 1 | Delivery requirement as indicated in the RFQ in number of weeks from the date of issue of PO | Not agreed for the stipulated delivery in the RFQ | 0.5 % per week up to max., of 7 % for the difference in delivery period |

Note : Offers with Delivery quoted beyond 30 weeks from the date of PO is liable for rejection

E. i. For Non agreement to delivery (For Foreign Purchase Order)

| Sl. No. | BHEL standard term | If you quote | Loading factor for non-compliance |
|---------|--------------------------------------|--|-----------------------------------|
| 1 | FOB to nearest international Seaport | Not agreed for the standard term of delivery | 10 % |

E ii. For Non agreement to delivery (For Indigenous Purchase Order)

| Sl. No. | BHEL standard term | If you quote | Loading factor for non-compliance |
|---------|---|--|-----------------------------------|
| 1 | Door delivery basis to BHEL Bangalore (Free delivery to EDN/BHEL Bangalore including freight, insurance packing & forwarding charges) | Not agreed for the standard term of delivery | 10 % |

29 Installation & Commissioning : For installation and commissioning of equipments, personnel registered with ESI and PF authorities shall be arranged by vendor.

30 Limitation of liability : Limitation of liability by the vendor is limited to the value of the order.

31. Weight and Dimension : Weight and Dimension of the consignment with packing (gross weight) for delivery shall be mentioned in the offer.

32. 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.

33. Equipment shall comply with the standard requirements of ISO 14001 & OHSAS 18001.

34. GENERAL TERMS AND CONDITIONS GOVERNING REVERSE AUCTION (RA):

- a)** Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING ON INTERNET. • For the proposed RA, technically and commercially acceptable bidders only shall be eligible to participate.
- b)** In case of RA, BHEL will engage the services of a service provider for conduct of the RA who will provide all necessary training and assistance to the bidders before commencement of on line bidding on internet.
- c)** Business rules governing the RA will be communicated to the bidders through service provider for compliance.
- d)** Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of RA. Without the compliance, the vendor will not be eligible to participate in the event.
- e)** BHEL will provide a sample calculation sheet (in EXCEL format) which would help the bidders to arrive at “Net Cash outflow to BHEL (Total Cost to BHEL)” considering various price / cost elements like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) etc. for each of the bidders to enable them to arrive at “Net Cash outflow to BHEL” which is the amount the bidder would be bidding during the RA.
- f)** RA will be conducted on scheduled date & time and at the end of event, the lowest bidder value will be known on the network.
- g)** The lowest bidder has to Fax the duly signed “Price Break-up” in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
- h)** Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct further business with BHEL, as per the prevailing procedure.

QUOTATION FORMAT

ANNEXURE - A

COMMERCIAL TERMS (SHALL BE ENCLOSED WITH TECHNO-COMMERCIAL BID)

(for Foreign Purchase Orders)

| Sl. No. | Particulars | Bidder's confirmation |
|---------|--|--|
| 1 | Price basis: Firm i.e., from the date of PO to completion of contract Note: Refer cl 1 b (i) (Price variation not acceptable) | Acceptable / Not acceptable |
| 2 | Terms of Payment: Against "SIGHT DRAFT" on presentation of documents to our bankers. (a) 80 % is payable on negotiation of complete set of original documents,10% on commissioning & balance 10% against submission of PBG (c) Deviation if any please specify Note: Refer clause 16 | (a) Acceptable / Not acceptable |
| 3 | BHEL's penalty clause: (a) Delay in delivery as per PO delivery date will result in penalty of 0.5 % per week and part thereof subject to maximum of 10% on the value of the items not supplier/delayed. (b) Deviation if any Please specify Note: Refer clause 18 | (a) Acceptable / Not acceptable (b) |
| 4 | Performance Bank guarantee: PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as detailed in clause 19. | Yes / No |
| 5 | Warranty / Guarantee: (a) BHEL Requirement (b) Deviation if any Please specify Note: Refer clause 20 & 21 | (a)Acceptable / Not acceptable (b) |
| 6 | Terms of delivery: (a) F.O.B international Seaport. Indicate name of International Seaport (b) Deviation if any Please specify Note : Ref clause 22 | (a)Acceptable / Not acceptable (b) |
| 7 | Delivery Quoted: Indicate number of weeks from the date of issue of Purchase order Note : Refer Cl 23 | _____Weeks |
| 8 | Validity: (a) Quotation should remain valid for a period of 90 days from the due date (b) Deviation if any Please specify Note : Refer Cl 24 | (a) Acceptable / Not acceptable (b) |
| 9 | Bank charges (If applicable): (a) Bank charges within India is to BHEL account and outside India is to Supplier's account (b) Deviation if any Please specify | (a) Acceptable / Not acceptable (b) |
| 10 | Weight and Dimension of consignment with packing | To be enclosed |

Signature of tenderer / with seal

QUOTATION FORMAT

ANNEXURE - B

COMMERCIAL TERMS (SHALL BE ENCLOSED WITH TECHNO-COMMERCIAL BID)

(For Indigenous Purchase Orders)

| Sl. No. | Particulars | Bidder's confirmation |
|---------|--|--|
| 1 | Price basis: Firm i.e., from the date of PO to completion of contract Note: Refer cl 1 b (ii) (Price variation not acceptable) | Acceptable / Not acceptable |
| 2 | Excise duty: If applicable indicate %. | Applicable / Not applicable ED: _____% |
| 3 | Sale tax: If applicable indicate % | Applicable / Not applicable (a) VAT _____% (b) CST _____% against form C |
| 4 | Payment terms: (a) 80 % basic payment + 100% taxes, duties, freight & insurance charges with 30 days credit, 10% on commissioning & balance 10% against submission of PBG. (b) Deviation if any please specify Note: Refer clause 16 | (a) Acceptable / Not acceptable (b) |
| 5 | BHEL's penalty clause: (a) Delay in delivery as per PO delivery date will result in penalty of 0.5 % per week and part thereof subject to maximum of 10% on the value of the items not supplied/delayed. (b) Deviation if any Please specify Note: Refer clause 18 | (a) Acceptable / Not acceptable (b) |
| 6 | Performance Bank guarantee (PBG): PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format.. Note: Refer clause 19 | Yes / No |
| 7 | Warranty / Guarantee: (a) BHEL Requirement (b) Deviation if any Please specify Note: Refer clause 20 & 21. | (a) Acceptable / Not acceptable (b) |
| 8 | Terms of delivery: (a) FOR EDN / BHEL, Bangalore (Free delivery to EDN/BHEL Bangalore) (b) Deviation if any Please specify Note: Refer clause 22 | (a) Acceptable / Not acceptable (b) |
| 9 | Delivery Quoted : Indicate number of weeks from the date of issue of Purchase order Note : Refer Cl 23 | _____Weeks |
| 10 | Validity: (a) Quotation should remain valid for a period of 90 days from the due date (b) Deviation if any Please specify Note : Refer Cl 24 | (a) Acceptable / Not acceptable (b) |
| 11 | Bank charges (If applicable): (a) Bank charges within India is to BHEL account and outside India is to Supplier's account (b) Deviation if any Please specify | (a) Acceptable / Not acceptable (b) |
| 12 | Weight and Dimension of consignment with packing | To be enclosed. |

Signature of tenderer / with stamp

| <i>INTERNATIONAL SEAPORTS</i> | | | |
|---|---------------------|--|--------------------------------|
| SECTOR | LOAD PORT | SECTOR | LOAD PORT |
| <i>EUROPE / SCOTLAND / AFRICA SECTOR</i> | <i>Felixstowe</i> | <i>JAPAN / FAR EAST / CHINA / S.KOREA SECTORS</i> | <i>Kobe</i> |
| | <i>Le Harve</i> | | <i>Yokohama</i> |
| | <i>Rotterdam</i> | | <i>Nagoya</i> |
| | <i>Antwerp</i> | | <i>Tokyo</i> |
| | <i>Hamburg</i> | | <i>Osaka</i> |
| | <i>Genoa</i> | | <i>PortKlang</i> |
| | <i>Gothenburg</i> | | <i>Singapore</i> |
| | <i>Bilbao</i> | | <i>Hongkong</i> |
| | <i>Bremen</i> | | <i>Busan</i> |
| | <i>Algeciras</i> | | <i>Masan</i> |
| | <i>Barcelona</i> | | <i>Shanghai</i> |
| | <i>Cadiz</i> | | <i>Yawata</i> |
| | <i>La Spezia</i> | | <i>Quingdao</i> |
| | <i>Venice</i> | | <i>Yantai</i> |
| | <i>St.Potersbug</i> | | <i>Dalian</i> |
| <i>Thamesport</i> | <i>Tianjin</i> | | |
| <i>Durban</i> | | | |
| <i>Dundee</i> | | | |
| <i>BLACK SEA & MED PORTS / RUSSIA / CZECH / POLAND / FINLAND / UKRAINE</i> | <i>Odessa</i> | <i>MIDDLE EAST SECTORS</i> | <i>Dubai / Rashid Port</i> |
| | <i>Ily Cheivsk</i> | | <i>Jebel Ali</i> |
| | <i>Helsinki</i> | | <i>Oman</i> |
| | <i>Gdinya</i> | | |



ANNEXURE-D

EDN/BHEL APPROVED TRANSPORTERS FOR INLAND ROAD TRANSPORTATION

1. M/s Awagaman Road Carriers Ltd., Bangalore. (AWG)
2. M/s Delhi Assam Roadways corporation Ltd., Bangalore. (DRL)
3. M/s Indo Arya Central transport Ltd., Bangalore. (IACT)
4. M/s Prakash parcel Services, Bangalore. (PPS)
5. M/s Road Carrier of India, Bangalore. (RCI)
6. M/s Union Roadways Ltd., Bangalore. (URL)
7. Economic Transport Organisation Limited (ETO)
8. Precious Carrying Corporation Limited . (PCC)

ANNEXURE-EPERFORMANCE BANK GUARANTEE
(FOR FOREIGN PURCHASE ORDERS)BANK NAME AND ADDRESS

Bharat Heavy Electricals Limited (BHEL),
Electronics Division,
PB No. 2606,
Mysore Road,
BANGALORE- 560 026
INDIA

Dear Sir,

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

Note:

- (1) To be executed in INR 100 Non-Judicial stamp paper by any authorized Indian Bank.
- (2) To be submitted directly by banker to concerned executive in purchase dept., Please give BHEL address to banker.
- (3) Do not enclose with Bank document.

PERFORMANCE BANK GUARANTEE
(FOR INDEGENOUS PURCHASE ORDERS)

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.

BHEL MEMBER BANKS (CONSORTIUM BANKS)**PBG SHALL BE ISSUED FROM THE FOLLOWING BANKS ONLY**

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