

**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 : TRSM900055****Tender Qty : - 1 Number**

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: Within 16 weeks from date of Purchase Order.**3. Terms and conditions:**

1. All the Bidders shall Comply with **Technical Specification / Purchase Specification No PS329VSS51** mentioned in this specific tender. Offers not complying with this are liable for rejection.
2. Bidders are required to comply with the **General Terms and Conditions** as per (**Annexure –I**)

Purchase Specification No PS329 VSS51

1.0 SCOPE: Supply, installation and commissioning of the Automatic Vertical Storage and Retrieval System as per the following specifications.

2.0 TECHNICAL SPECIFICATIONS:

Offer shall be corresponding to the parameters under the specifications below and point wise compliance to the following specification is required for all points mentioned below. Reference shall be given in the catalog for verification of compliance.

2.1 Description: Automated Vertical Storage System having static trays with mobile extractor System. The system shall have series of trays positioned at both front and rear columns. A Retriever unit, controlled by an onboard controller, shall move up and down centrally. The Retriever unit shall pick the required tray and position the same at the access window for loading and unloading of components.

2.2 Machine Dimensions:

a. Height: 4650 ± 50mm.

Vendor to specify the maximum height of proposed equipment and clearance required all around the machine for installation and maintenance. The system must have provision to add further modules for height wise expansion at a later date.

b. Width: 3580 ± 25mm (Left to Right side).
It shall accommodate tray dimensions specified in clause 2.3

c. Depth: 2860 ±100mm (Front to Back).

2.3 TRAY - Dimensions and Details:

a. Width: 3255 ±10mm.

b. Depth: 820±20mm

c. Storage height for each tray: It shall be flexible to accommodate materials of different height automatically.

d. Material: Trays shall be of galvanized steel and rustproof.

- e. Capacity of each Tray: Shall be capable of carrying minimum of 300 kg. Vendors shall demonstrate load carrying capacity during installation for acceptance of the equipment.
- f. Safety: When the load on individual trays exceeds the limit of 300 kg, the Vertical Storage System shall trip automatically and tray shall be moved back to access window.
- g. No. of Trays: 30 nos. Provision for increasing the number of trays at a later date if desired without changing the basic design.
- h. Distance between the trays: Should automatically adjust depending upon the component height.

2.4 Component Storage and Retrieval:

- a. **Accessibility:** Shall be accessible by part number of minimum of 15 digits Alphanumeric. It shall also be accessible by location number of 6 digits numeric or alphanumeric.
- b. While loading and retrieving only the desired tray shall move and be made accessible at the access Window.
- c. Trays shall be placed on rubber or plastic loads to avoid vibrations.
- d. **Space Utilization:** Trays shall be optimally located in available storage slots depending upon the height of stored material without manual intervention. Pitch of shelf rail shall be maximum 75 mm.
- e. **Drive mechanism:** The driving system for the extractor movements has to be provided with suitable drive mechanism which ensures stability and balance.

2.5 ACCESS WINDOW:

- a. Number of Windows: One Window.

The access window should be in the front side of the equipment which is of the dimension 3580mm (width).

- b. **Position:** The base of the access window shall be at an elevated position of 830mm (approximate) above the ground level. Shall be alterable to different height in case need arises in future.
- c. Height of opening: **850 ±150mm**
- d. **Access time:** Shall be of the order of 30 to 45 seconds.

2.6 SAFETY FEATURES:

2.6.1 Access window:

- a. Front door: Front end of access window shall be duly enclosed with lockable safety shutters to prevent settlement of dust.
- b. Photocell curtains shall be provided for protection against accidents at the outermost door of the access window. The operator control must be provided at or near the access window and the point of location of the console shall be external to the photo curtain. It shall be positioned as brought out in clause 3.2.
- c. Working light at access point.
- d. Additional door: The rear side of the access window shall be duly enclosed with automatic door mechanism. Automatic door mechanism shall be always in closed condition. The same will operate only during storing and retrieval of components in any of the called trays. Once called tray reaches the access window, the door shall close again. This door shall ensure safety and prevent accidental spillage of components into the intermediate space while loading and retrieval of components.
- e. Safety mechanism shall be provided on rear side of access opening to prevent Material protruding from the tray.
- f. A permanent warning label "**DANGER! DO NOT ENTER**" in bold and red color to be fixed on the top and inside the of the access window, with appropriate caution symbols.

2.6.2 General safety:

- a. Noise level shall not be more than 65 decibels.
- b. Stored materials shall be protected against mechanical damages. Feature to be stated explicitly.
- c. System shall be provided with Emergency stop switches.
- d. Protection against free fall of extractor in case of power failure shall be provided. On resumption of power the extractor shall complete the task that was interrupted.
- e. All power cables shall be provided with additional protection cover of spirals made of nylon.
- f. Back-up facility for data shall be provided.
- g. Indication of safety status with error display on the panel to enable the operator to identify the problem.
- h. Shall have a counter to log the number of hours machine is operated.
- i. There shall be a soft start/stop feature to avoid jerky movement of tray.
- j. Imbalance status display: Permanent display of the system's load distribution during the positioning process.
- k. Single phase preventer shall be provided in three phase machines.
- l. Dos and don'ts for the operator and service personnel shall be stated explicitly on the individual machine.
- m. The equipment shall be a totally enclosed structure, with the opening provided at the access window only.
- n. Overload indication & protection must be available.

2.7 Software control and interface:

- a. Shall have the feature of access control through Password.
- b. System language: English

2.8 OPTIONAL ACCESSORIES:

- a. Network card with suitable software for interfacing multiple units with single P.C.
- b. Network card with suitable software for interfacing with external SAP system
- c. Additional trays.

- d. Inventory management software.

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

2.9 Power Supply:

220V AC +/-10%, Single Phase, 50Hz

OR

415V AC +/-10% , Three Phase, 50Hz.

Back-up power shall be provided for 15-20 minutes for the control system.

2.10 MISCELLANEOUS:

- a. **Exterior finish** Shall be suitably painted, color selectable at the time of ordering, available options to be specified.
- b. **Operating Conditions:** Temperature : up to 45 degree centigrade
Relative Humidity: 90 % RH.
- c. **Redundancy system** (Expanded safety bypass system): All the redundancy features provided with the standard equipment shall be mentioned. This is for uninterrupted function of the unit even in case of electrical/electronic component failure to enable operator to continue working without any problem with redundancy components available and defect shall be displayed on the screen.
- d. All parts of the equipment shall be supplied by OEM only.

3.0 ERECTION and COMMISSIONING:

3.1 Unit design and location:

- a. Equipment shall be free standing. It shall stand without any need for digging the floor.
- b. Location of the unit to be installed is indicated in the attached Layout drawing on page-16.

- c. Vendor shall thoroughly study the installation site for feasibility of installation of their equipment. The vendor shall study the height and free floor space of the installation site, approach dimensions etc. which would affect the movement and installation of the equipment. Vendor shall certify that they have studied the location for suitability of movement and installation of their equipment in the format provided in page 15. Request for modification displacement of equipment/machines and other installations at the site are not acceptable.
- d. The design of the equipments shall be such that, it can be installed back to back with similar such systems in case the need arises in future, leaving no gap between them.
- e. There shall be no gap in the equipment which would enable rodent entry. Any gap to be sealed.
- f. No part/device/equipment/stabilizer shall be installed external to the main equipment except the controller. The main equipment shall be equipped with inbuilt voltage stabilizer, to take care of power input voltage of 415V AC $\pm 10\%$ for three phase and 220V AC $\pm 10\%$ for single phase. There shall not be any external device to control the voltage fluctuations.
- g. All commissioning related manpower/facilities to be arranged by the vendor. No BHEL personnel/equipment/vehicle shall be engaged in the commissioning work. Only power would be provided by BHEL at the installation site.

3.2 Control panel: The control panel shall be provided in front of the machine at a height of about 1000 mm above the ground level, and its position shall be such that operator can operate it in the sitting position. The control panel shall be attached to the front of the main equipment using swiveling arms so that when in use it should be possible to keep the controller with its keyboard and display facing skywards. When not in use it should be possible to keep the controller with its keyboard and display facing the operator in front of the equipment, with the back of the controller body resting as close to the main equipment as possible. The controller shall be lockable in any position. This arrangement is required to conserve space in front of the equipment.

- 3.3** Side panels provided at the side of the equipment shall not be of hinged type, as this would need extra space for opening and hence would lead to wastage of space between the equipments.
- 3.4** The design of the side panels shall be such that, in case of reorientation of equipments at a latter date, it should be possible to install more equipment adjacent to each other, leaving no gap between the equipments, as the gaps would facilitate settlement of dust and rodent entry.
- 3.5** BHEL would be responsible to unload the equipment inside its premises which would be at a distance of 60 to 100 meters from the installation site. The vendor is responsible for moving the equipment to the installation site inside the building. The vendor shall inspect the building and its interior layout for suitability of installing their equipment. Facilities required for this movement shall be arranged by the vendor.

4.0 PACKING:

- a.** Seaworthy packing shall be provided for consignments that are sent by sea. The wooden material shall conform to phytosanitary norms and shall be fumigated.
- b.** No small component shall be kept loose in the packing. They shall be packed in polythene covers and shall be firmly secured to the wooden crate / packing such that they withstand the rigors of transportation and shall not fall off. The load of materials shall be evenly distributed in each packing.
- c.** All materials need to be completely and securely enclosed in polythene covers of thickness not less than 0.17 mm before packing in wooden crates. The polythene packing shall be such that there shall be no seepage of rain water causing damage to the components inside, in case the packing is exposed to the rain.
- d.** Marking on the packing is mandatory to indicate the load center, upright position, fragility, precaution against rain and any other caution to be taken. Items stored inside shall be identified on the packing.

- e. The spacing between the planks in the wooden crates shall be small enough to prevent fall/spillage of items stored inside and also to prevent damage to them.

5.0 SAFETY, SECURITY AND HEALTH MANAGEMENT:

5.1 Labor and security

- a. The vendor shall take permission from the concerned executive in-charge for entry to the premises.
- b. The vendor's workmen have to make necessary entries at security regarding tools, tackle etc., brought by them to take back after the completion of the work.
- c. The vendor shall take work permit from Safety Engineering department of BHEL before commencement of installation work in the premises.
- d. The vendor shall depute only trained persons for installation activities.
- e. The persons deputed for the installation activities shall be covered under statutory requirement like PF and ESI schemes or covered under better medical schemes in place of ESI.
- f. The persons deputed for installation shall be able to provide their residential address proof (issued by Government agencies like voter ID card, ration card) which has their photograph.
- g. The vendor shall take complete responsibility of any untoward incidence like accidents which will involve both personnel and machinery at the time of erection and commissioning or during their visit to BHEL premises.
- h. The vendor shall take care that no damage is caused to any property of BHEL. Cost of any damage caused shall be solely borne by the vendor.
- i. BHEL, EDN is certified for Quality Management Systems as per ISO 9001, Environmental Management Systems as per ISO 14001 and Occupational Health and Safety Management Systems as per OHSAS 18001. Hence the vendor's workmen shall follow the above systems while carrying out the works at EDN.

5.2 Tools and appliance:

- a. The vendor shall bring all the tools and tackles for carrying out the work.
- b. The vendors shall issue Safety appliances to their workmen for safe operation at our premises and instruct them to follow safety rules and regulations.
- c. The vendor'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.

6.0 QUALIFICATION CRITERIA:

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

OR

The vendor should have supplied and commissioned Vertical Storage System similar to the one called in this specification with a minimum height of 6 meter and tray carrying capacity of minimum 250Kg to minimum three users in any of the BHEL units in India. The system should be working satisfactorily for minimum 5 years. User certificate from the end users in the format prescribed in page no-14 shall be furnished along with the quotation.

OR

The vendor should have supplied and commissioned Vertical Storage System similar to the one called in this specification with a minimum height of 6 meter and tray carrying capacity of minimum 250Kg to minimum five reputed firms in India. Reputed firms shall be public Sector or Private Ltd. Companies. The systems should be working satisfactorily for minimum 5 years. User certificate from the end users in the format prescribed in page no-14 shall be furnished. BHEL reserves the right to visit or contact the responsible persons from these organizations for feedback.

- b.** BHEL at its discretion may independently approach any user for checking the performance of similar systems supplied by the vendor and quality of after sales service. In case of any adverse remarks by the users, BHEL reserves the right to reject the offer of the vendor.
- c.** The vendor shall be in a position to undertake AMC (Annual Maintenance contract) for the equipment supplied to BHEL after the expiry of the warranty / guarantee period either directly or through a service representative. The vendor should have successfully completed AMC for similar machines for at least two years in India. The vendor should have necessary infrastructure to provide service in person within 24 hours of intimation of the requirement for out station customers anywhere in India. Necessary proof shall be furnished from at least three users brought out in clause 6.0a, if similar system is not installed in BHEL-EDN Bangalore.
- d.** Offers can be submitted by Indian or Foreign vendors. However a foreign vendor shall have an authorized Indian dealer(s)/ representative(s) for sales and service who has handled the sales and **service of similar storage systems for at least 3 years.**
- e.** If the offer is submitted by the dealer/ representative, authorization letter from the original equipment manufacturer (OEM), shall be enclosed along with the offer.
- f.** No authorized representative shall quote for more than one OEM.
- g.** The offer shall be only for new equipment and not for any refurbished/used equipment. A declaration to the above effect to be furnished.
- h.** All the parts used in the machine shall be new and not used / refurbished ones. A declaration to the above effect is to be furnished.
- i.** The vendor shall be in a position to provide service and spare support for the installation in BHEL, EDN, Bangalore, India.
- j.** The vendor or their authorized service representatives should have trained engineers in India for commissioning and service for the offered Equipment. A declaration to the above effect shall be furnished.

- k. The vendor shall arrange for a demonstration of system similar to that called in this specification and operating in India, if required by BHEL.

6.1 Details to be furnished along with the technical offer:

- a. System parameters with brief explanation of features.
- b. If more than one model is quoted, separate offer with complete technical details shall be submitted for each model.
- c. Clause wise deviations, if any have to be brought out clearly. If there are no deviations, the vendor has to positively certify compliance to the specifications in total.
- d. Power consumption- maximum and average shall be specified.
- e. All safety features shall be explicitly listed, including that of failure of Drive motor, chain etc.
- f. Make of controller and motor, Bearing.
- g. Battery backup period.
- h. Type of computer interface.
- i. All commissioning / service requirements such as power, compressed air, water, lubricants, coolants and consumable.
- j. Time required for installation and commissioning shall be mentioned.

6.2 DOCUMENTS to be submitted along with technical offer:

- a. The complete technical information and catalogue shall be given.
- b. Details of authorized service agents in India to be furnished.
- c. Drawing of internal arrangement.
- d. CD containing video presentation of the operation in English language.
- e. The vendor should submit a certificate for having studied the installation site for suitability of installing their equipment, in the format included in page 15.

6.3 Documents to be furnished along with equipment: (in English language)

- a. Three **ORIGINALS** of **Operation** Maintenance, Service and spare parts manual have to be supplied along with the equipment and one soft copy to be provided.
- b. Detailed Hydraulic, Pneumatic, Electrical and Electronic circuit diagram have to be provided in triplicate.
- c. The lubrication points are to be identified on the machine with respect to O and M manual. The schedules for lubrications are to be provided.
- d. Warranty certificate mentioning serial number of the unit, customer name date of supply etc. shall be provided with original documents of shipment.

6.4 GENERAL TERMS:

- a. Vendor shall guarantee for one year of trouble free performance of Equipment from date of commissioning and shall carry out preventive maintenance periodically, at least once in 3 months.
- b. The equipment and accessories shall carry on - site, comprehensive warranty of one year from the date of commissioning including spares and service.
- c. Training shall be provided to stores personnel for operation and maintenance at no additional cost to BHEL. Information on dos and don'ts and emergency preparedness shall be imparted during the training.
- d. The software upgrades during warranty period shall be provided free of cost.
- e. Immediately after the Purchase Order, vendor shall survey the proposed site and identify the location for Electrical outlets and mark the same. This shall be completed within 15 days of purchase order placement.
- f. Test certificate/ Inspection Report shall be submitted prior to dispatch along with equipment serial number details.

END USER CERTIFICATE

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

The vendor has performed periodical maintenance of the system every month for the pastyears.

The vendor is able to attend the service and maintenance needs of the equipment, in person within hours of the intimation of the requirement by us.

The dimensions of the machine are: Height, width....., depth....., and carrying capacity of tray isKg.

Signature of the End/actual user:

Date :

Name of the End/actual user :

Department :

Phone no of the user (landline) :

E-Mail :

Address of the company:

Company seal :

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.dated

is suitable for installation at your sub assembly stores no-11, at building no-13.

We have visited the site, 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.

Signature of the vendor

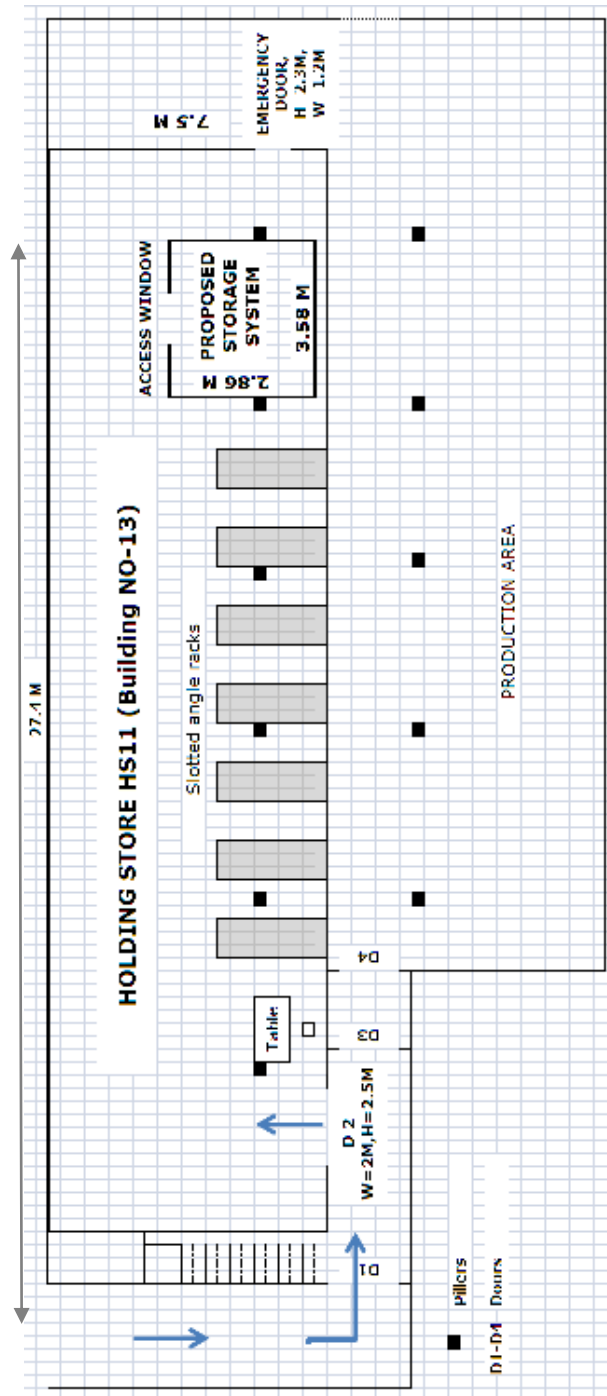
(Name:)

Address of the company

Company seal:

LAYOUT DRAWING:

Where the equipment has to be installed.



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 forwarded 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

INTERNATIONAL SEAPORTS			
SECTOR	LOAD PORT	SECTOR	LOAD PORT
EUROPE / SCOTLAND / AFRICA SECTOR	<i>Felixstowe</i>	JAPAN / FAR EAST / CHINA / S.KOREA SECTORS	<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>			
BLACK SEA & MED PORTS / RUSSIA / CZECH / POLAND / FINLAND / UKRAINE	<i>Odessa</i>	MIDDLE EAST SECTORS	<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