



Bharat Heavy Electricals Limited, Bhopal (India)

(A Govt. of India undertaking)

“Marching Towards Business Excellence”

Ancillary & Subcontracting Division, HRDC Building, Ground floor, BHEL Bhopal



TENDER DOCUMENT FOR ENQUIRY -

COMMERCIAL ANNEXURE-I

Special Terms & Conditions for components and assemblies for BG 25 / 65,

Section – A

1. Scope of Work:

- a. Scope of work shall include completion of all the works / operations as per BHEL drawings , inspection of the material and delivery of the goods to BHEL stores in accordance with the drawings specifications , technical scope, QA plan, annexure & other relevant documents etc .
- b. Technical scope is only for guidance and not exhaustive. Supplier has to take all necessary care and deliver the item to satisfy relevant quality standard applicable for such product.
- c. All required materials and / or components to be issued as free by BHEL .

2. PQC: Technical PQC Vender to confirm A & Financial PQC Vender to confirm B.

[A] Technical PQC as per attached copy.

[B] Audited annual report (Profit & loss account) of last 3 years required.

Startups and Micro & Small Enterprises are exempted for prior turnover criteria.

Startup means an entity, incorporated or registered in India not prior to five years, with annual turnover not exceeding INR 25 crore in any preceding financial year, working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or intellectual property.

Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence.

Provided also that an entity shall cease to be a Startup if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 5 years from the date of incorporation/ registration.

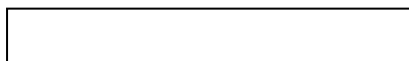
Bidders who have quoted as startups has to submit (1) Copy of incorporation / registration of their firm and (2) Audited (if audit is required as per norms) profit and loss account / Balance sheet etc. (Which shows annual turnover) of all financial year from date of incorporation / registration to 31st March 2019.

3. Tender fees :-

Suppliers must submit tender document fees of ₹ 200/- (Two hundred only) through online only.

The procedure of depositing EMD/SD/Tender Fee is reiterated below:-

- (i) For depositing amount online, depositor has to open SB-Collect through Online E-Payment option available on Internet (www.bhelbpl.co.in under caption new link).
- (ii) After reading the instruction for depositing the amount; EMD & Tender Fee amount shall be deposited. EMD and Tender Fee may please be deposit together under EMD module where the EMD & Tender Fee both is applicable.
- (iii) After the successful payment DU No shall be generated from the banking system.
- (iv) After depositing the amount, Depositor has to fill Deposit slip available on Internet (www.bhelbpl.co.in under caption new link) by selecting required Enquiry number. Tender Fee and EMD may please be enter separately.
- (v) As and when credit received in BHEL account, automatic mail sent to the depositor





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Note: - After submitting the Deposit Slip a control number will be generated through system which can be used for getting print out from the system.

“EMD/SD/Tender Fee will be accepted only in electronic Mode, which can be deposited on line through following link as mentioned below :

<https://bpl.bhel.com/qcins/iccs.htm>

E-receipt must be submitted along with offer.

Without tender fees offer shall be rejected. MSE suppliers are exempted from tender fees.

4. Rates:

- Rates should be quoted in the unit mentioned in the enquiry, exclusive of taxes & duties but inclusive of desired/specified packing and to & fro transportation charges for delivering the completed job to BHEL Bhopal. Payment of octroi if any for transportation of free issue material from Bhopal to the works of the supplier is to be borne by the supplier.
- All applicable Duties & Taxes, which BHEL is required to pay should be clearly declared.
- Rates shall remain firm and not subject to any variation / escalation during the period of contract on any account. The quoted rates should not be linked with quantity to facilitate part orders.
- Rates should be valid for ordering for 90 days from the date of tender opening. Offers received with validity period less than 90 days shall not be considered.
- Scrap to be retain by vendor on chargeable basis as mentioned in enquiry .The scrap cost along with GST (Scarp cost + GST) shall be recovered from vendors bills hence it is requested to pls keep note while submitting your bids.**

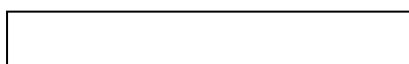
5. Splitting of order quantity :

If mentioned in enquiry, BHEL intends to split total tendered quantity in N-1 vendors, subjects to maximum no. of required vendors mentioned in enquiry as per following table, where N is total no. of Techno-commercially qualified bidders in this tender.

In such cases, the L1 rate will be counter offered to L2, L3, etc. On acceptance of the L1 rate, other parties may be considered for ordering at L1 rates. If L-2 vendor refuses to accept HESG equivalent rates of L-1 vendor, then the same will be offered to L-3 vendor , L-4 vendor and so on. In case if none of the vendors accept L1 rate, then whole order quantity will be placed on L1 vendor.

The percentage distribution of quantity/ value among vendors shall be in the ratio of following :

No of Vendors. Required for distribution of order	L1	L2	L3	L4	L5	L6	L7	L8	L9	L10	TOTAL
1	100										100
2	65	35									100
3	48	32	20								100
4	37	29	19	15							100
5	31	25	19	14	11						100
6	27	23	18	13	11	8					100
7	24	20	18	13	10	8	7				100
8	21	19	17	13	10	8	7	5			100
9	20	18	15	13	10	8	7	5	4		100
10	19	17	15	13	10	8	7	5	4	2	100





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Other than L1 vendor shall be counter offered at L-1 accepted rates and on acceptance of same by them, order shall be split as above. In case of non-acceptance of counter-offer by vendor as above, counter-offer process shall be repeated with other vendors in the order of their merit in the comparative statement of prices obtained thro' Part-II or RA. If we do not get sufficient vendors in final bidding of RA, then ranking of vendors will be picked from initial / dynamic bidding in order of their merit for counter offer purpose.

In case of less no. of Techno-commercial qualified bidders accepting counter offered rate, re-distribution as per above table shall be done at the time of ordering subject to manufacturing capacity, if any.

BHEL also reserves the right for distribution between two vendors in case of only two qualified bidders.

One set cannot be distributed among two vendors, therefore exact percentage distribution to vendors may vary. However, we will try to maintain the above percentage distribution.

6. Basis of evaluation

- Only offers received before due date and time and meeting the terms and conditions of the enquiry will be considered.
- In case of Two bid system, all the bidders should read “instructions to bidders for submission of two bid system”. Whenever two bid system of enquiry is mentioned “BHEL reserves the right to go in for Reverse Auction instead of opening the submitted sealed bid, which will be decided after technical evaluation”. All the bidders should also read additional instructions to bidders for Reverse Auction (Ref. Annexure-IV).
- All the offers shall be compared for total cost to BHEL at BHEL stores.
- In cases where more than one offer is at L1 price, supplier having higher vendor performance rating shall be placed at L1.
- Offers received on any other basis other than the unit specified in tender shall be compared on the basis of design weight indicated in drawing.
- L-1 /lowest rank will be decided on basis of HESG cost/total landed cost to BHEL Bhopal.
- Offers having deviations to the terms and conditions will be suitably loaded as per standard rates.
- GST as applicable on the date of enquiry shall be taken wherever it is not indicated in the offer for arriving the price to BHEL Bhopal.
- Decision of BHEL in this regard will be final and binding without any further correspondence with the supplier.
- During bid evaluation, No loading of price with regard to preferential payment of within 45 days will be made on vendor falling under MSMED ACT – OCT.06.

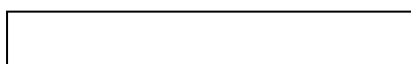
7. Acceptance & Rejection of bids

- In case of two bid system, firms whose bids have been evaluated but found not meeting the qualification criteria would be intimated and un-opened price bid shall be returned to them.
- Bids not in line with the terms and conditions of the tender enquiry, or unsatisfactory past performance, or not meeting the required delivery schedule/ long delivery or not conforming to normally accepted practices are likely to be rejected.
- Suppliers are requested to quote in two parts for 2 bid enquiries. However, for quotations submitted in single bid against our requirement of two bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications from the vendor. Otherwise, the bid is liable to be rejected.
- If any new vendor to whom enquiry is issued & who is not registered in BHEL, their price bid shall be considered only after, they will get registered with BHEL.
- BHEL reserves the right in respect of acceptance & rejection of bids, which will be final and binding without any further correspondence.

8. Drawings/Documents

- It is advised that technical scope, tender terms and conditions, drawings and other related documents are thoroughly studied and the weight and other required details are ascertained before submitting the offer/bid in their own interest.
- In case of any discrepancies, it should be immediately informed in writing to the tender issuing authority clearly indicating the discrepancies at least one day before submitting the offers.

9. Delivery Period:





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BHEL prefers : Delivery (as per remarks in enquiry sheet) from the date of issue of last material from BHEL on job work basis.

Delivery mentioned in the purchase order can be pre-poned / postponed as per the project schedule. Supplier will be required to meet the revised delivery schedule accordingly. In case of labour basis jobs / mixed basis jobs normally the vendors are expected to lift material in time without any reminders from BHEL and the delivery is computed as per the agreed manufacturing cycle mentioned in the enquiry / offer. However, at times, BHEL will remind the vendors through emails to lift material. In such cases, the delivery will be computed from the last date of issue of material or 10 days from generation of email which ever is earlier.

a) Taxes & duties :-

- Applicable Duties & Taxes, which BHEL is required to pay, should be clearly declared considering the offer validity and quoted delivery period. Otherwise BHEL will not be responsible for payment of any kind of duties & taxes.
- Taxes and duties will be paid extra as applicable on the date/dates of contractual delivery or actual delivery whichever is lower.
- Parties shall declare: Excise duty, sales Tax, IT PAN and SSI registration details and also communicate subsequent changes wherever not submitted earlier at the time of registration.
- All the formalities relating with existing taxes and duties as well as such taxes and duties which will be introduced in future, will be discharged by the vendor and there shall be nothing which will fall on BHEL.
- Form 88** – BHEL being Public Sector Undertaking of Gov. of India is exempted vide notification no. FA-3-29/2004/1/V(54) DT 26/10/2005 by order of Addl. Secy. Gov. of M.P., in respect of goods sent from a place outside the state of Madhya Pradesh.

b) Payment –

- Payment shall be made in 90 days from date of receipt and against accepted SRV for the supplies complete in all aspects as per the technical scope. If the payment is less than 90 days vendor will be suitably loaded to arrive at BHEL landed cost. However for supplier registered with us against MSMED act will be paid within 45 days. No loading shall be done on MSME vendor this payment term.

“MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. ”

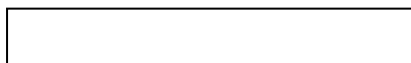
- ±5% variation in PO weight is acceptable** .In cases of order on weight basis where the variation in the actual weight is more than 5%, the same shall referred to the concerned engg. Dept and payment on account of increased weight beyond 5 % shall be released shall be released after amendment of purchase order as per the decision of concerned engg. Dept.
- Where due to subsequent changes/modification in drawing, if there is variation in the design weight, the payment shall be made as per actual weight .
- In cases where the job weight exceeds the weigh bridge capacity, design weight certified by the engineering department would be taken as basis for payment.

Confidentially agreement: Without prior permission of BHEL , NIT related documents shall not be be used for any other purpose .

Section –B(Additional terms for labour basis jobs)

1. Order execution:

Materials should be lifted immediately on receipt of intimation of readiness. Delivery period shall be reckoned after 10 days from the date of intimation. If any delay is due to non lifting of material shall not be considered for delivery amendment.





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Stock Verification

1. BHEL reserves the right of verification of material lying with the subcontractor /supplier at any time.
2. BHEL material should be stocked at one place with identification with tags on them and should not be mixed with other materials.
3. Proper stock record of material held with them shall be maintained and the same shall be provided to BHEL on demand. If the Subcontractor fails to produce or properly account the materials so issued, BHEL will have the right to recovery of the value of the materials along with the respective administration charges and statutory levies from the running bills of the Subcontractor.
4. Any of the materials of BHEL under no circumstance be sold / hypothecated to any bank or to any lending institution or to any party whomsoever. It should not also be shown as the Subcontractor's assets in any of statements of the Subcontractor to any party.
5. Subcontractor should take all necessary precautions to ensure safety of BHEL material against damage or loss in any form.
6. Further subcontracting of work without prior written permission of BHEL is not permitted. Also, Shifting of items / materials issued by BHEL to any place other than the Subcontractor's works is prohibited.

2. Issue and accountal of free issue material from BHEL

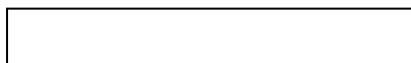
- a) Material /components will be issued free of cost under GST ACT 2017 only. Material accountal statement will be submitted by the supplier along with each bill.
- b) Material shall be issued in form of raw material & components as mentioned in the technical scope with adequate allowance as per prevailing engineering practice.
- c) It shall be the responsibility of Subcontractor to check the raw materials received by them for quality & quantity and ensure its correctness before removing it from BHEL premises.
- d) Any wrong material collected should be immediately communicated for remedy. Excess material collected should be immediately returned in the usable form.
- e) Any wrong material collected should be immediately informed to us for correction. Excess material collected should be immediately returned in the usable form against not for payment challan through SRV, & only cutbits/offcuts i.e end pieces shall be returned through SCRN / not for payment SRV.
- f) Material issued for job work shall be taken back only in exceptional circumstances and upon written request of vendor with due justification.
- g) In cases wherever availability of material becomes critical for certain work order, BHEL has the right to either take back or transfer the balance, material available with the Subcontractor to other, with due material accountal.
- h) Free issue Material accountal shall be submitted by the vendor along with each supply. In case vendor fails to liquidate material accountal within stipulated period as per the GST rules from the date of issue of material, then BHEL may recover the cost of material.
- i) In case of rejection of BHEL issued material, vendor must repair and return/ replace, as the case may be, within 60 days from the date of rejection failing which such rejection shall be treated as "BHEL material damaged" and BHEL may recover the cost of material as per BHEL rules.

3. Scrap Recovery

- a) For all fabricated items, the quantity of scrap to be accounted shall be gross weight minus net weight items as per the drawing/ technical documents/actual weight as the case may be minus burning loss at 2% of the net weight.
- b) In other cases the amount of scrap generated shall be gross weight minus net weight items as per the drawing/ technical document minus process loss as mentioned in technical specifications.
- c) Scrap generated during processing/fabrication will be retained by the supplier at the rates mentioned in the remarks column of enquiry sheet.
- d) GST & applicable duties on scrap will be borne by the supplier which will be deducted from their bill.

4. Q.A. Plan , Testing , Inspection, Quality certification & correlation

- a) Q.A. plan is to be strictly followed without any deviation and qualified welders approved by BHEL will be employed as per job requirement & QA plan.
- b) Testing:-All types of NDT would be in the scope of supplier and will be carried out through BHEL approved agencies unless specified otherwise in technical specification subject to review of NDT reports by BHEL. Testing of sample if done in BHEL TSD department will be on chargeable basis as per prevailing rates.
- c) Inspection and traceability of free issue Material
 1. All the material and components taken from BHEL should have got inspected and should be used only for the purpose for which it is issued by QC of BHEL otherwise job is likely to be rejected.
 2. It shall be the responsibility of subcontractors to check the raw materials received by them for quality & quantity as mentioned in the order.
 3. Subcontractors shall ensure transfer of materials identity and traceability at all stages and also maintains proper records.





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- d) Inspection of completed jobs
1. Inspection shall be done by customer, third party and/or BHEL's quality control department as mentioned in the QA plan /annexure.
 2. In case of inspection by customer or his authorized agency, intimation of readiness of job for calling the party should be given at least one week in advance.
 3. After inspection at supplier's works the goods will be cleared for dispatch on provisional basis. Any defects noticed during assembly, testing or use is to be attended by the subcontractor, including replacement.
 4. The cost of rework or rejection, and any cost of freight incidental to such work will be to the Subcontractor's account.
 5. Subcontractors shall provide all reasonable facilities to BHEL personnel to have access to the records of the issued material and items under manufacture at all stages of processing and inspection.
- e) **Calibration :**
1. Subcontractor shall use only relevant measuring instruments, templates; gauges- calibrated at, either BHEL or at any Govt., approved labs – traceable to national standards or BHEL approved agencies for the purpose.
 2. Relevant Test Certificates are to be produced to BHEL inspection staff for verification and demand.

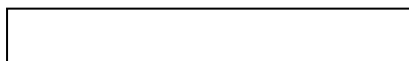
5. Bank guarantee (BG)

Additional Terms & conditions for fabrication / manufacture of components and assemblies on Job work BASIS.

- a) Material / components will be issued through delivery challan under GST regime
- b) In case of order, the vendor would be required to furnish Bank Guarantee (BG) as follows, if not stated otherwise in the main Enquiry :
1. First order:-Bank guarantee for vendors executing first order of ancillary & sub-contracting division shall be for 30% cost of free issue material subject to maximum BG of Rs 30 lakhs for first order.
 2. Subsequent orders: - Bank guarantee shall be for 10% cost of free issue material subject to maximum BG of Rs 30 lakhs for subsequent orders.
 3. 10% BG of highest balance of MWF value (taking into account both PMIV & SMIV held by the fabricators), for A category i.e. for normal material of MS, SS, HSS, CRGO & CRNGO etc. for machining, Fabrication and lamination purpose and copper sheets for welding to transformer tank (based on highest balance of MWF value appearing at the end of each month starting from January to December of the previous calendar year)
 4. 10% BG of highest balance of MWF value (taking into account both PMIV & SMIV held by the fabricators & based on highest balance of MWF value appearing at the end of each month starting from January to December of the previous calendar year) or value of material to be issued whichever is more for B category i.e. for high value item e.g. , thermal blades, turbine runner, liners and labyrinth for HVOF coating etc.
 5. 100% BG of value of material to be issued for C category i.e. for very high value item like copper for moulding of conductors, silver for soldering etc.
 6. Subject to minimum BG of Rs. 1,00,000 (Rupees one lakh only)
 7. “UNDERTAKING FOR FREE ISSUE MATERIAL” on plain paper / letter head from vendors to be submitted (where BG of less than free issue material is proposed) which will be a part of every enquiry refer attachment
 8. Solvency certificate of equivalent amount of free issue material.
Note: - The BG is to be furnished in prescribed Performa and from BHEL approved Banks only (available in B2B site).

In case issual of material gets delayed because of non-submission of BG, BHEL reserves the right to cancel the order.pls refer B2B site for full details for BG system. A declaration to be submitted for balance value of free issue items .

6. LATE DELIVERY (LD CALUSE) : In case of late delivery a penalty @0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of total order value would be levied.





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7. Order Cancellation

- BHEL shall have the right to cancel any order either wholly or in part on account due to cancellation of order or any curtailments or stoppage of BHEL's business or any other reason which justifies cancellation with recovery of full material cost.
- In the event of delay in lifting the free issue material or/and delay in completion of work , BHEL shall be free to cancel the order in part or full and divert it to alternate subcontractor at the cost and risk of the subcontractor .

8. Confidentiality Agreement

- All successful vendors are under obligation to maintain complete confidentiality of the documents, process etc . Acceptance of terms and conditions of the tender implies and binds the vendor to this agreement and no separate agreement need not be entered.
- BHEL drawings shall not be used other than BHEL's requirements which after manufacture of items shall be returned along with delivery of materials.

9. Guarantee

The subcontractor shall warrant that the goods fully complies with the drawings and other technical conditions. If the finished goods are found defective owing to faulty workmanship / incomplete work within a period of 24 months from the date of dispatch the subcontractor shall make good of it / replace the same free of cost. Alternatively, the rework/replacement will be done by BHEL at the cost and risk of the subcontractor.

Insurance- Submission of documents by the vendors : Material issued to vendors are covered under BHEL corporate insurance policy. In case of any loss, to facilitate processing of claim, the vendor needs to furnish all required documents in time. The vendor is liable to pay the loss if the claim is not enforceable due to non-submission of documents by the vendors.

10. General

- Any change in the constitution of the subcontractor's unit during the operation of the contract will have to be made only after getting the specific written approval from BHEL. Non - compliance to this may entail cancellation of registration.
- The Subcontractor shall comply with all statutory obligations such as ESI. PF, labour laws, Factories Act. BHEL shall not be responsible for any of the penalties/ fines etc on this account.
- Further to the above , other instructions for packing, liquidated damages, arbitration & jurisdiction, indemnity , rejection etc., shall be as per the terms & conditions of indigenous enquiry BP 200102 and purchase order MM 5527 rev.03 as issued by material management department . (copy of documents mentioned above are already available with the vendors & hosted in B2B site of BHEL Bhopal <http://www.bhelbpl.co.in/mm/>).
- Progress report – Progress report will be required to be sent every week without fail by e-mail to pareshverma@bhel.in & naskar@bhel.in indicating the status of each purchase order and hold up points. Please indicate your e-mail address in your offer without fail.
- In case of mismatch or any typographical mistake , computer generated enquiry copy shall be valid for enquiry.
- Pls visits B-2-B site for all information <http://www.bhelbpl.co.in/mm/>

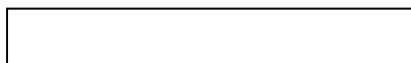
Acceptance of all the above Enquiry terms & conditions & annexures are required in your offer.

11. REGARDING TOOLS:

" VENDORS ARE REQUESTED TO RETURN THE TOOLS IMMIDIATELY ON COMPLETION OF JOBS. IN CASE THE TOOLS ARE NOT RETURNED WITHIN 3 MONTHS OF ISSUE OF THE SAME, THE BILLS OF THE VENDORS MAY BE KEPT UNDER HOLD TILL RETURN OF THE TOOLS"

BHEL RESERVES RIGHT TO CANCEL

- Our requirement part or full at any stage of the tender finalization (or) even after finalization of tender. PO can be short close at any point depending upon order BHEL book position.
- Or forfeit the chance in tender, if any vendor(s) found to be "unsatisfactory" during our assessment processes/non-compliance of statutory requirements etc. as required for "vendor registration" during/after the processes of finalization of contract.





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- iii. The order(s), if any vendor (s) found to be “unsatisfactory” during our periodical assessment processes / review of assessment processes/ non-compliance of statutory requirements etc. as required for “vendor registration” during the execution of order(s).
- iv. **Divert order(s) in case of non-submission/ delay in submission/delay in lifting the material/delay in completing the work/delay is supply or failure to meet order delivery schedule / in-sufficient amount of bank guarantee/non-execution of orders by vendor (s). as per BHEL rules/current practice .**
- v. In case L-1 supplier or any supplier after finalization of rate contract is not maintaining supply within stipulated contractual delivery, the balance quantity will be distributed in order of merit.
- vi. The contract or forfeit the chance in tender, if any vendor (s) disposed off units/found to be sick/ running under unrest/ declared insolvency /nonrenewal lease deed during/ after finalization process/ during the validity of the contract without assigning any reasons thereafter.
- vii. The offers of the vendor who are in banned list and offers of those firm who engaged with the services of banned firm the offers shall be summarily rejected .If the vendor is found in banned list of BHEL at later stage the PO shall be cancelled. The list of all banned firm is available in BHEL internet site at www.bhel.com.
Any deviation to any points of this annexure or enquiry should be clearly mentioned in offer. Otherwise, it will be presumed that supplier agrees to these conditions.
Any deviation to BHEL NIT conditions and BHEL std practice will be suitably loaded as per BHEL current loading factors to arrive at total cost to BHEL to decide Total Landed cost to BHEL to arrive at L-1 status
12. Apart from the above, terms & conditions of indigenous enquiry and purchase order issued by material management department vide BP -200102 (latest revision) , MM 5505 (latest rev.), MM 5527 (latest revision) respectively will also be applicable (already available with the suppliers and hosted in B-2-B site <http://www.bhelbpl.co.in/mm/>).

Acceptance of all the above Enquiry terms & conditions & annexures are required in your offer. The same is to be accepted by the vendors in Part-1 offer. Offers/Bids/Quotations may be rejected without acceptance / submission of same.

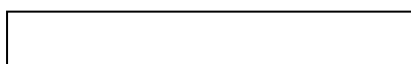
UNDERTAKING FOR FREE ISSUE MATERIALS

**M/s Bharat Heavy Electrical Limited,
Piplani, Bhopal-462022 (M.P.)**

Whereas M/s Bharat Heavy Electrical Limited (hereinafter referred to as ‘The Customer’ which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their office at Piplani, Bhopal-462022, MP has entered in to a contract with M/s..... (hereinafter referred to as ‘The Contractor’ which expression shall unless repugnant to the context includes their legal representatives, successors and assigns for supply for free issue material on the terms and conditions as set out inter-alia, in the above said Purchase order/various purchase orders and various documents forming part there of hereinafter collectively referred to as the ‘Said Contract’ which expression shall include all amendments, modifications and / or variation thereto. This will also include other future fabrication and machining orders placed by BHEL during below mentioned period.

AND WHEREAS the customer has agreed to supply to the contractor major portion of raw materials / components etc. for the purpose of execution of the said contract by the contractor (the raw materials/ components etc.) to be supplied by the customer to the contractor hereinafter for the sake of brevity referred to as the “Said Materials” shall be under the custody and charge of the contractor and shall be kept, stored, altered, worked upon, machined/fabricated at the sole risk and expense of the Contractor.

Now Therefore in consideration of the pre-condition to the supply of the said materials by the Customer to the contractor, the Contractor hereby irrevocably and unconditionally undertake to compensate and keep compensated the customer from and against all loss, damage and destruction (inclusive but not limited) to any or all loss or damage and destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightening, explosion storage, chemical or physical action or reaction, bending, warping, exposure, resting, faulty workmanship, fabrication or faulty method or technique





Bharat Heavy Electricals Limited, Bhopal (India)

(A Govt. of India undertaking)

"Marching Towards Business Excellence"

Ancillary & Subcontracting Division, HRDC Building, Ground floor, BHEL Bhopal



TENDER DOCUMENT FOR ENQUIRY -

of fabrication, strike, riot, civil connection or other act or omission or commission whatsoever within or beyond the control of the Contractor, misuse and misappropriation (Inclusive but not limit to misuse or misappropriation by the contractor and the contractor's servant and or agents) Whatsoever to or of in the said materials or any part of item thereof from the date that the same or relative part of item thereof was supplied to the Contractor up to until the date of return to the Purchaser of the said material or relative part of item thereof or completed construction works incorporating the said material and undertake to pay to the customer forthwith on demand in writing without protest or demur the value as specified by the Customer of the said material or item or part thereof lost , damaged, destroyed, misused and / or misappropriated, as the case may be , together with the Customers costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance freight, packing and inspection costs/ or expenses) upto and aggregate limit of **Rs. _____/- (Rupees _____ only)** and/or additional value of material, if supplied to contractor.

1. The Undertaking shall be a continuing/ Undertaking and shall remain valid and irrevocable for all claims of the purchaser arising hereunder upto and until the midnight of However, if the Contract for which this Undertaking is given is not completed by this date Contractor hereby agrees to extend the Undertaking till such time as is required to fulfill the Contract.
2. This Undertaking shall not be determined on change of constitution or insolvency of the Contractor but shall be in all respects and for all purpose be binding and operative until payment of all moneys payable to the Customer in terms hereof.
3. The mere statement or allegation made by or on behalf of the customer in any notice or demand or other writing addressed to the contractor as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the contractor and / or prior to completion of the completed fabrication/ machining works and handing over the completed job thereof incorporating the said materials shall be conclusive of the factor of the said material or item or part thereof having been supplied to the Contractor and / or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be , while in the custody of the Contractor and / or prior to the completion of the fabrication/ machining/processing works and handing over the completed job thereof incorporating the said materials without necessity on the part of the customer to produce any documentary proof or other evidence whatsoever in support of this.
4. The amount stated in any notice of demand addressed by the customer to the Contractor as to the value of such said materials lost, damage, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by the Customer in connection therewith shall be conclusive of the Value of such said materials and the said cost and expenses as also of the amount liable to be paid to the customer without producing any voucher, bill or other documentation or evidence whatsoever in support thereof.

The undersigned has full power to execute this undertaking on behalf of the Contractor under the capacity as Chairman & Managing Director/ owner/partner of the Company.

Place :

Date:

Witnesses

For (Co. name) _____

1. Signature

Signature.....

Name

(Name, sign & seal of Co.)

Address.....

2. Signature

Name

Address.....

:

