

Domain :	bhel.abcpurchase.com		
Parent department:	BHEL Trichy		
Unit name	: BHEL Trichy		
Purchase group	: FB Rental Cont cap	RFQ/NIT/Enquiry Officer	: SUBRAMANIAN S
Event ID	: 45553	RFQ/NIT/Enquiry no.	: 2652000007
Enquiry Date	: 09/07/2020 05:30:00		
Tender Description	: RENEWAL OF SOFTWARE LICENSE FOR IBM WEBSPPHERE FOR 1 YEAR PERIOD W.E.F. 01.08.2020 TO 31.07.2021		
Terms & Conditions	: 1. Please submit your detailed offer in two part bid system online i.e. Part-I. Technical Bid Part-II. "PRICE BID". 2. All the relevant documents have to be appropriately filled-in, duly signed & rubber stamped and submitted online. The online offer should be submitted on or before the given due date and time 3. Point-to-point confirmation to BHEL's specification and commercial terms & conditions shall be provided. The supplier must fill and submit all the Annexures as indicated in the list of attachments. 4. Offers with validity of less than 120 days and non-acceptance of LD and RP clause will lead to rejection of submitted offer. 5. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working day. 6. All clarifications may be sought and completed at least 48 hours to tender due date, from us through e-mail. 7. Order shall be placed on single vendor on cumulative L-1 basis for total package. 8. BHEL will consider MSE vendor as per Government guidelines. 9. Vendor has to mandatorily submit the GSTIN & PAN along with techno-commercial bid. 10. Corrigendum if any, with respect to this tender will be hosted only in the website http://www.bhel.com or https://eprocure.gov.in/epublish/app . You are requested to visit the website regularly for updates. <u>11. List of Attachments:</u> Annexure - A - Terms and conditions of the enquiry Annexure - I to IV - RFP Annexure - V -CA Certificate (Applicable for MSME vendors) Annexure- E- PBG Format		
Product / service / work keywords	: Software Maintenance,		
No. of Bid Parts	: Multiple	Envelope	: Techno-commercial bid , Price bid

Type of contract	:	Service	Project duration / delivery or completion period	:	AMC period 01.08.2020 to 31.07.2021
Download document	:	Before login	RFQ floated under the policy	:	PP-PURCHASE POLICY
Estimated Category	:	F	No. of items already attached	:	1
Delivery/Location At	:	BHEL TRICHY	Delivery Date	:	01/08/2020 05:30:00
Inspection by Agency	:	BHEL ENGINEERS	Inspection Location	:	BHEL TRICHY
Min. bid required	:	1			
Bid submission configuration					
Bid evaluation	:	Item wise	Bidding access	:	Open Tender
Base currency	:	INR	Bidding type	:	NCB/Indigenous
Key configuration					
Pre-bid meeting	:	Don't allow			
Dates configuration					
Document downloading start date	:	10/07/2020 19:10:00	Document downloading end date	:	21/07/2020 13:00:00
Bid submission start date	:	10/07/2020 19:10:00	Bid submission end date	:	21/07/2020 13:00:00
Bid opening date	:	21/07/2020 13:01:00			
Document / EMD / Security fee detail					
Document fees	:	Not required	EMD	:	Not required
Bidding forms					
PART - II - PRICE BID					
Price bid					
MATERIAL CODE	MATERIAL DESCRIPTION				QTY. IN AU
0000000000000000.00	AMC for 1 Year(01.08.2020 to 31.07.2021) 1. E01MKLL - IBM Rational Application Developer forWebSphere Software Floating User Single Install AnnualSW Subscription and Support Renewal. - 3 Nos2. E025SLL - IBM WebSphere Application Server NetworkDeployment Processor Value Unit (PVU) Annual SWSubscription and Support Renewal. - 1000 PVU3. E01MJLL - IBM Rational Application Developer forWebSphere Software Authorized User Annual SWSubscription and Support Renewal. - 3 Nos				1.00
Information for Online Participation					

Bidder who wish to participate in this tender needs to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any or the CCA approved certifying agencies, or they may contact e-Procurement Technologies Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact,

e-Procurement Technologies Ltd.

Corporate Office:

Address : A-201/208, Wall Street - 2, Opp. Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad - 380006, Gujarat(INDIA)

Digital Certificate Contacts

Contact Person : Mr. Himalay Vaishnav

Cell : +91-9099090830

Phone Nos. : +91-9099090830

Fax No :

e-Mail : info@abcProcure.com

Support Team Contacts

Contact Person : BHEL Support Team Ahmedabad

Cell : +91-9265562819

Phone Nos. : +91-79-68136849/72/50/09/48

Fax No :

e-Mail : Bhel.Support@abcProcure.com

Bidder who wish to participate in e-Tender need to fill data in predefined forms of Price bid available in respective tender only. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid. Bidder need to submit Document Fees, EMD & Reference Documents in hard copy if such instruction are given by tendering authority. As Per the new Inter-operability guidelines released by Controller of Certifying Authorities(CCA), the Secured Socket Layer(SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2.

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm complaint. For the same, the users have to ensure that they have Windows XP(SP3)/Windows Vista/Windows7 installed in their respective PC/Laptop. In case of Windows XP Service pack - 3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.abcprocure.com just below the label of "Knowledge section".

Fraud Prevention

Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

Preference to Make in India

For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.

Annexure-I

BHEL Tiruchirappalli – Digital Transformation Group
RFQ for Renewal of IBM WebSphere ND & RAD
Subscription and Support Licenses

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1 **PREAMBLE**

Bharat Heavy Electricals Ltd. Tiruchirappalli proposes to renew IBM WebSphere ND & RAD Subscription and Support Licenses with M/ s IBM's Platinum, Gold & Silver Business Partners through OPEN Tendering process.

This proposal consists of the following:

1.1. Renewal of Subscription and Support Licenses of following products

Sl. No	Part Number	Description	Qty
1	E01MKLL	IBM Rational Application Developer for WebSphere software floating user single install Annual SW Subscription and Support Renewal	3
2	E01MJLL	IBM Rational Application Developer for WebSphere software Authorized user Annual SW Subscription and Support Renewal	3
3	E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual Software Subscription and Support Renewal 12 Months	1000

2 **ELIGIBILITY CRITERIA FOR BIDDERS**

The tender is open to bidders qualifying all of the following eligibility criteria. Bidder should provide required proofs to demonstrate their qualifications.

Sl. No.	Eligibility Criteria	Bidder's Confirmation
2.1	The bidder should be a company/ firm registered/ incorporated in India. Documentary proof to be submitted.	
2.2	The bidder should be Platinum, Gold and Silver Category Business Partner of M/s IBM India Pvt. Ltd as on the date of bid submission. The bidder should enclose authorization letter from M/s IBM for his entitlement.	
2.3	The bidder should not be involved in any bankruptcy issues. The bidder should submit a declaration to this effect.	
2.4	The bidder should have had a positive Net Worth in each of the last 3 financial years. Audited balance sheet and P&L account for the last 3 years should be submitted.	
2.5	The bidder should not be under Hold or Blacklisted by any of the BHEL units as on the bid opening date, for any of the product or service related to IT.	
2.6	Bidder should enclose Authorization letter from M/ s. IBM India Pvt. Ltd to participate in this tender.	

Note:

- Certificates and evidences should be provided as proofs for all the above mentioned eligibility criteria.
- If the bidder does not fulfill any of the eligibility criteria mentioned above, the offer will be rejected.
- BHEL reserves the right to accept or reject the proof submitted by bidder in case of any dispute.

3 SPECIAL INSTRUCTIONS TO THE BIDDER

- 3.1. The offer shall be submitted in full, covering the total scope. Partial offer will not be accepted and will not be considered for evaluation.
- 3.2. The bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the document means that the bidder has fully understood the Tender and complies with all the requirements.
- 3.3. All updates / upgrades of the software shall be provided during the entire lease period at no extra cost. The bidder shall give commitment letter in this regard.

4 SCOPE OF WORK

- 4.1. Annual Maintenance contract (AMC) for S/W Subscription and support renewal of IBM WebSphere Application Server Network Deployment and IBM Rational Application Developer (RAD) for WebSphere Software licenses installed at BHEL, Trichy on RHEL 7 Platform running in intel servers. AMC to be renewed for these subscription licenses for one year from (01-Aug-2019 to 31-Jul-2020). Existing S/W subscription licenses details mentioned in 1.1.

5 SERVICE LEVEL AGREEMENT

- 5.1. Bidder shall be responsible for continuous supply of update / upgrade of the software supplied under the scope of this tender for the entire period of one year (01-Aug-2019 to 31-Jul-2020).
- 5.2. The bidder shall produce proof of agreement with OEM, for support of the software during the entire period of one year (01-Aug-2019 to 31-Jul-2020).
- 5.3. The prices to be quoted are firm and in Indian Rupees only.
- 5.4. Delivery Terms: within 3 weeks from the date of purchase order and FOR destination for the software license. The software will be electronically downloaded by BHEL from the web site of IBM.
- 5.5. Applicable taxes shall be indicated clearly in the offer. Any change in taxes like GST or introduction of any new applicable tax in future by the Government will be to BHEL's account on submission of documentary evidence by the vendor.
- 5.6. Penalty: If the vendor fails to deliver the software license within the delivery period, a penalty @0.5% per week or part of the week subject to a maximum of 10% of PO value will be recovered.
- 5.7. Non-Disclosure Agreement (NDA) is to be signed and submitted as per Annexure-II.
- 5.8. Bidder should submit Confirmation of Compliance sheet with required documents listed in Annexure-III along with the bid.
- 5.9. "No Deviation Certificate" must be submitted as per the Annexure-IV.
- 5.10. The bid, all correspondence and documents related to the bid shall be in English.

Annexure-II

 BHEL - TRICHY	THIRD PARTY NON-DISCLOSURE AGREEMENT	Doc.No. : ISMS-04/TP/011	
		Ver. No: 3.0	Rev. No: 00
		Date : 27 - 10 - 14	

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this _____ day of _____, 20____.

Name
 Company
 Signature

[Restricted Use]

Page 1 of 1

Annexure-III**Confirmation of Compliance to the Tender Requirement**

S. No	Description	Accepted (Yes/ No)	Remarks
1	The vendor has to deliver IBM WebSphere and RAD software subscription license renewal certificate for software Update and Product Support with Part Number, Product Features and Quantity within 3 weeks from date of receipt of order. the vendor has also to provide a user guide in the form of soft copy for accessing and downloading upgrades, logging bugs, complaints etc.		
2	Assistance in installation/ upgrade of Web servers in production servers of BHEL Trichy		
3	Telephonic, FAX, E-mail support (at least Monday to Friday, 08.00 to 16:30 Hrs.)		
4	Product maintenance in the form of free fixes and patches after proper testing (copy of fixes/ patches in CD/ DVD/ Downloads to be provided)		
5	Product upgrade at no extra cost		
6	Knowledge sharing sessions on upgrades		
7	Credentials for 24 x 7 access to web portal		
8	In the event of the problem not being sorted by the above means and also for critical circumstances like WebSphere crash, performance related issues etc., support engineer shall be deployed to BHEL Trichy for solution.		
9	Onsite support engineer deployed during critical circumstances shall be assisted by Technical consultancy group at the backend.		
10	Provide fixes/ patches on the specific hardware platform.		
11	Work with BHEL Trichy system administrators to ensure that the associated hardware resources allocated to the Web server perform optimally.		
12	Assistance for improvement and maintenance of the Web servers to include rollout and upgrades		
13	No Deviation certificate		
14	Non-Disclosure Agreement (NDA)		
15	Certificate from OEM (IBM) for this Tender		

Annexure-I V

No Deviation Certificate

(To be given in bidder's letter head)

This is to certify that our offer is exactly in line with your tender enquiry no. _____ dated _____. this is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Signed by:

Name : _____

Designation : _____

Organization : _____

Place & Date : _____

Phone/Fax & Mobile/ E-Mail : _____

Signature with seal : _____

**ENQUIRY / RFQ NO. 2652000072 – Renewal of Software License for IBM WebSphere for
1-year period w.e.f. 01.08.2020 to 31.07.2021.**

ITEMS AND DESCRIPTIONS

ITEM NO	ITEM DESCRIPTION			
10	AMC for 1 Year(01.08.2020 to 31.07.2021)			
SINo	Description	Delv Date	Quantity	UOM
10	AMC for 1 Year(01.08.2020 to 31.07.2021)	01.08.20	1.000	AU

1. E01MKLL - IBM Rational Application Developer for WebSphere Software Floating User Single Install Annual SW Subscription and Support Renewal. - 3 Nos

2. E025SLL - IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription and Support Renewal. - 1000 PVU

3. E01MJLL - IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription and Support Renewal. - 3 Nos

Refer Attachments:

Annexure - A - Terms and conditions of the enquiry

Annexure - I to IV - RFP

Annexure - V - CA Certificate (Applicable for MSME vendors)

REF: BHEL/ELE/265/49

Annexure-‘A’**BHARAT HEAVY ELECTRICALS LIMITED**

(A GOVT.OF INDIA UNDERTAKING)

HIGH PRESSURE BOILER PLANT

TIRUCHIRAPPALLI-620 014

TERMS AND CONDITIONS OF THE ENQUIRY (TWO PART BIDS)

1.	The tender will be operated on Two part bids basis i.e. Part I -Techno-Commercial Bid & Part II- Price Bid in EPS PORTAL ONLY .
2.	Techno-Commercial Bid: Containing Technical details, specifications, commercial terms and conditions Taxes, delivery terms, delivery schedule, validity of offer, payment terms (except price details), acceptance for LD clause, RP clause etc. as per ANNEXURE-A
3.	Price details Containing the price of all the quoted items in EPS PORTAL.
4.	IF REQUIRED RA MAY BE CONDUCTED FOR THIS TENDER
5.	This Tender is hosted in ABC portal & offer to be submitted through ABC portal only. You are requested to submit your 2 parts offer before due date & time given in RFQ through EPS PORTAL only.
6.	Tender should not be addressed to any individual's name / designation.
7.	Attached documents/tenders should be free from CORRECTION AND ERASURES. Any correction in any attached document should have been attested. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored
8.	Please submit point wise compliance to our specifications, terms and conditions. Otherwise it will be presumed that you are accepting BHEL's terms and conditions. Please ensure that all terms & conditions are filled. Commercial terms agreed in Part-1 Techno commercial Bid table of ABC portal is final, anywhere else mentioned will not be considered.
9.	Offer(s) received after due date and time as mentioned in EPS portal will not be considered under any circumstances.
10.	If the due date of tender opening happens to be a holiday, those tenders will be opened on future working day for which corrigendum will be issued.
11.	Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder
12.	The bidder shall submit his response through bid submission to the tender on e-procurement platform at https://bhel.abcprocure.com . The bidder would be required to register on the e-procurement market place https://bhel.abcprocure.com and submit their bids online. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED

13.	Normally offer to be submitted with in due date only. Any tender due extension request to be given on or before 48hrs of due date & time
14.	Validity of quoted rates should be maintained minimum for 120 days from the date of Tender opening for ordering (Technical Bid). The quoted/Finalized rates shall be Firm till completion of the supplies
15.	The rates are to be quoted on F.O.R. BHEL TRICHY STORES basis ONLY and Packing & marking charges, Freight & Transit Insurance charges which are payable to supplier. All the items should be supplied at our STORES, BHEL / TRICHY at your own cost. Offers with any other delivery conditions is not acceptable. IMPORTANT NOTE: Delivery condition like Ex-works / Ex-godown / Transportation of materials through transport carriers from your works up to the transport carrier's office at TRICHY and taking delivery of goods by BHEL from such office of transport carriers is not acceptable to us).
16.	<u>Payment Terms</u> <u>1). For Indigenous (Non-MSE) Bidders:</u> ○ Payment term is "100% direct EFT payment after 60 days from the date of receipt and acceptance (supply, installation & successful commissioning of the system, wherever if applicable) of materials at BHEL Stores". ○ Any deviation in the above payment terms, any other conditions in payment terms or any other Payment Terms will not be accepted and offer will not be considered. <i>Payment term is 100% direct EFT payment after 60 days from the date of receipt and acceptance of materials and against 10% PBG valid for the warranty period, wherever necessary.</i> The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. rules 52a and 173c (or) 57gg. A Photostat copy of the above invoice for each Delivery Chelan should be submitted along with the original bills routed through bank or submitted directly to BHEL. <u>2) For Imports:</u> ○ BHEL Payment term is 100% payment on CAD basis after 60 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account. ○ If supplier insists for LC, only Usance LC with 60 days credit will be opened one month prior to material readiness, further loading will be considered @ 1.5% on the offered value. Hence supplier shall intimate the material readiness accordingly for opening of LC. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account. ○ Any deviation in the above payment terms, any other conditions in payment terms or any other Payment Terms will not be accepted and offer will not be considered ○ If the LC payment is insisted, TWO sets of original TCs/ Compliance Certificate to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. If this condition is not complied by the vendor, the offer may lead for rejection. <u>3). New Suppliers:</u> ○ For new suppliers not registered with BHEL Trichy for the product, payment shall be made 60 days after receipt and acceptance of materials. In case of foreign supplier, first lot of mutually agreed quantity shall be supplied with payment as CAD basis after 60 days from the date of receipt and acceptance of material. If insisted for LC, after acceptance of first lot, only Usance LC with 60 days credit will be opened one month prior to material readiness.

17.	<u>Liquidated Damages / Penalty:-</u> The delivery of the goods specified in the purchase order should be made within the time prescribed. LD for delay in 'Supply' and/or 'E&C' (E&C wherever if applicable) will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C' (E&C wherever if applicable). Where the seller supplies or dispatches the goods, beyond the delivery period Liquidated damages shall be applicable 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value. ** In case of single delivery date , Order should be completed 100% for processing the bill, otherwise LD will be calculated based on Total PO Value restricted to Max % as mentioned in the PO Condition column Material Despatched after Due date: Once the delivery due date is crossed, bills have to be clubbed till final despatch and forwarded for processing of payment as a single bunch. LD percentage will be calculated from Delivery due date to final despatch date. The rate of LD for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C). Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'. The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C). Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C). For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).
18.	<u>RISK PURCHASE:</u> The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the previous supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitutes therefore. The supplier shall be liable for any loss, which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in our LD clause. Risk Purchase clause will be applicable. Deviated offers with non-acceptance of Risk Purchase clause will lead to rejection of offer.
19.	<u>PREFERENTIAL DELIVERY:</u> (Applicable in the case of BHEL's Enquiry specifies Preferential Delivery in the Special Instructions) It should be noted if a contract is placed on a higher tendered as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay to the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R destination, including all elements of freights, Sales tax, duties and other incidents, incidental in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract, such difference amount in addition to penalty at the rate mentioned in our LD clause.
20.	BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / Units
21.	If Guarantee / Warranty period is applicable as per tender specification, No deviation permitted and deviated offers are liable for rejection
22.	Supplier has to ensure quoting of price very carefully in EPS PORTAL to avoid any discrepancies
23.	While quoting price, it will be ensured that all terms & conditions as per GST act is followed

24.	TAXES AND DUTIES: GST IN no, HSN CODE, GST rate for each items are to be quoted
25.	On the due date of tender opening, the technical bids will be opened . Bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points
26.	After tender opening Technical scrutinisation of the offers will be done.
27.	Vendors Meeting Our Technical Specification Will Be Essential For Consideration Of Offer.
28.	Tender evaluation will be carried out on the basis of Technical Specifications and Commercial Terms and Conditions specified in the tender documents and changes thereof (if any) will be communicated to all bidders
29.	For verification of data submitted towards evaluation of bidder's capability, BHEL may decide to visit the bidder(s) works. Any fact found deviating from submitted data shall make the bidder liable to be disqualified.
30.	The correspondence between the bidder and BHEL through email is considered as valid document Legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties. If any difference is found in the terms in the Techno-commercial bid and price bid, the terms mentioned freezed after clarification sought through mail acceptable by BHEL will be considered
31.	<u>Cost Evaluation:</u> Evaluation will be done on the basis of "Landed cost to BHEL TRICHY" . BHEL will consider the ranking after the loading is applied as referred above, wherever deviations are observed Ranking (L-1, L-2 etc.) will be done only for the Techno-Commercially acceptable offers. Normally BHEL reserves the right to place order for individual items with different vendors. At special circumstance ranking shall be done on compatible basis which will be indicated through Enquiry special instruction General Notes
32.	In the event of more than one vendor becoming L1 for any of the item / items, the enquiry quantity for those item / items will be shared equally among all the L1 vendors.
33.	If the quoted prices by the L1 suitable vendors for net cash out flow to BHEL is same and quantity splitting is not feasible, in such case revised price bid may be asked from those respective suppliers for the respective item/items. (Wherever, if applicable)
34.	BHEL reserves the right to increase or decrease the tender quantity and split up the tender quantity among more than one vendor at the lowest acceptable price to BHEL and place order accordingly in any proportion at our own discretion
35.	Lowest price received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves the right not to consider the same. The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever. (Wherever if applicable)
36.	BHEL reserves the right to negotiate or refloat the tender opened, if L1 price is not the lowest acceptable price to BHEL due to inter-alia other reasons. (Wherever if applicable).
37.	<u>IMPORTANT NOTE:</u> BHEL WILL CONSIDER THE RANKING AFTER THE LOADING IS APPLIED AS REFFERED ABOVE WHEREVER DEVIATIONS ARE OBSERVED
38.	The basic amount will be arrived by deducting the applicable GST taxes & duties, freight & insurance charges. GST Taxes& duties will be paid over total quoted amount. Including Packing , marking charges, Freight& insurance amount

39.	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted by purchaser in written will not be applicable to the contract
40.	Special Provisions for Micro and Small Enterprises (MSE) The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government. 25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women (Such enterprise will have to submit relevant document for proof of women ownership) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.) In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately. "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 with due validity or Udyog Aadhaar No along with attested copy of a CA certificate (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. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above before tender opening. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before tender opening. Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. " Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories: (a) Enterprises owned by Scheduled Castes. (b) Enterprises owned by Scheduled Tribes. (c) Enterprises owned by Women (d) Enterprises owned by other than above two categories The enterprises under (a), (b) & (c) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category or women (Such enterprise will have to submit relevant document for proof of SC/ST or women ownership category) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.) If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier. Note: Wherever for splitting of order, if splitted quantity comes out <1, the splitting of order will not be feasible. (For MSE vendors). Further updates or any changes will be taken decision according to MSE procurement policy. Traders will be excluded from the above MSE benefit as per MSE public procurement policy. For MSE vendors getting award- In order to get benefit to MSE suppliers in Bill timely payment MSE supplier will have to send the original hard copy of Udyog Aadhaar No(UAN) supported by CA certificate of last fin yr. Scanned copy is not acceptable for MSE consideration. Payment for MSE Indigenous eligible vendors will be as per MSMED Act 2006 subject to fulfilment of above procedure
41.	Equipment will be inspected and proved at vendor's works prior to dispatch, if applicable as per tender condition. However final inspection and acceptance of equipment will be after installation at BHEL, TRICHY .
42.	PACKING AND MARKING: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit. (Wherever if applicable).
43.	Erection / commissioning charges , if applicable as per tender condition will be clearly mentioned in the offer or else confirmation that Erection / commissioning shall be done at free of cost is available in the offer

44.	Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, TRICHY basis
45.	The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost
46.	In case of any short shipment in the main equipment / spares, where separate rates are not available in the contract, the customs duty levied on such supplies, shall be borne by the supplier / Indian agent. (For import supplies)
47.	ARBITRATION: All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL Trichy and Vendor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and conciliation Act, 1996 of the Govt. of India and its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirappalli as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Vendor shall continue to do the work as per terms & conditions of Contract. Any dispute arising out of or in connection with this Agreement shall be finally settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 as may be amended from time to time. Executive Director / BHEL, Trichy – 620 012 or his authorized representative shall be the Sole Arbitrator and his decision shall be final and binding on both the parties. The place of arbitration shall be Tiruchirappalli, and the language shall be English. The courts at Tiruchirappalli shall have exclusive jurisdiction on any dispute arising out of or in connection with this Agreement, if intervention of court is warranted, subject to the arbitration provided above.
48.	<u>FRAUD PREVENTION POLICY:</u> The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice
49.	<u>IN THE EVENT OF FORCE MAJEURE:</u> i) Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD. ii) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. iii) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. iv) In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs
50.	In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website http://www.bhel.com .
51.	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com .
52.	The quality of the supplies should strictly conform to Technical specifications applicable for the item. The offer should specifically confirm this

53.	If any quality problem is pointed out by any BHEL unit w.r.t. supplied material, the same shall be settled and corrected immediately with the concerned BHEL unit, by the supplier. If the material cannot be accepted by BHEL, supplier has to replace the material with no extra cost. Collection of rejected material will be sole responsibility of the supplier. If there is any failure by the supplier to settle such quality problems, the matter will be considered very seriously and appropriate penal action may be initiated against the respective supplier
54.	BHEL shall be at liberty to accept any tender, part or in full, at their discretion without giving any reason
55.	Unloading at BHEL Unit / Site has to be done by the SUPPLIERS only. BHEL will not be in a position to provide any handling / unloading facilities.
56.	The supplier shall arrange for securely protecting and packing the material to avoid loss or damages during transit.
57.	There is no minimum quantity for placement of purchase order.
58.	BHEL shall be at liberty to cancel the requirement as per tender partially or fully at any stage, without giving any reasons partially or fully.
59.	In case of receipt of order vendor will need to send consignment/material as indicated in PO. In case of dispatch by courier/ Lorry kindly put/paste the Delivery challan (extra copy) on the top of packed consignment box & another copy of DC inside the box. Consignment should be forwarded to the PO consignee address only along with extra/Xerox copy of invoice (wherever applicable). It should be supported with Delivery challan copy. (Kindly do not forward any consignment to purchase dept. or do not address the consignment to the name of any official)
60.	Vendor's confirmation for any terms & conditions should be uniform throughout the offer. In case any discrepancies is found in the quoted term & condition & Vendor's own format of quotation BHEL reserves the right to consider terms mentioned in Annexure-A
61.	Vendor may View Bill Status in www.bheltry.co.in -> materials management systems -> login id - Vendor Code and Password
62.	<u>For the New vendors-</u> In case of ordering bills against the PO shall be processed only on receipt of the following: - Send the hard copy of EFT Format (will be informed at the time of PO) duly filled-in in a Single Page with all the certification formalities by you & your bankers - One Cancelled cheque of your account (from the concerned bank) must be sent. - The Vendor's code as per PO & address must be as per billing address mentioned in PO.
63.	If winning bidder who gets the order are unable to login or still if you have any difficulty kindly let us know
64.	<u>Authorization for participation in EPS portal through DSC: E-Tender.</u> <u>Participation requirements:</u> Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal (https://bhel.abcpurchase.com). DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally. <u>For foreign Principal</u> In case of Principal (being foreigner), they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage http://www.cca.gov.in/cca/.

	<u>For Indian agent</u> In case of agents participating/registering their DSC (of authorized person), it will be at the sole authorization of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.
65.	Since GST is implemented, the taxes & duties will prevail as per the government notification/ guidelines . Our Provisional GST registration no. 33AAACB4146P2ZL. However, it will be mandatory to confirm from BHEL for this mentioned GST no. Suppliers may quote their GST no with valid proof in the quotation .Also before quoting of tender it is suggested to consider all the factors before quoting the tender in line with GST guidelines for input tax credit to arrive ranking of quoted suppliers.
66.	<u>GST compliance for Indigenous suppliers:</u> - In Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should clearly have mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. - Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc. - All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). - A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL. - All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so. - In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL. - For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills. - Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number. - This is to inform that GST portion of invoice, Shall be released only upon Vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and Confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be obtained from vendor which shall be valid At least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. - That in case vendor delays Declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/ leviable on BHEL.

67. Tender terms for GST in line with new GST Return System:

For supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and supplier shall fully comply to the below points.

Indigenous suppliers:

1. *Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.*
2. *Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.*
3. *All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).*
4. **Invoices** *will be processed only upon completion of statutory requirement and further subject to following:*

Vendor declaring such invoice in Form GST ANX-1

Receipt of Goods or Services and Tax invoice by BHEL
5. *As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).*
6. *In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.*
7. *In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor*
8. *In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.*

	9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor. 10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.
68.	<u>Imports and Input Tax Credit (ITC):</u> In GST regime, input tax credit of the integrated tax (IGST) and GST Compensation Cess shall be available to the importer and later to the recipients in the supply chain, however the credit of basic customs duty (BCD) would not be available. In order to avail ITC of IGST and GST Compensation Cess, an importer has to mandatorily declare GST Registration number (GSTIN) in the Bill of Entry. Provisional IDs issued by GSTN can be declared during the transition period. However, importers are advised to complete their registration process for GSTIN as ITC of IGST would be available based on GSTIN declared in the Bill of Entry. Input tax credit shall be availed by a registered person only if all the applicable particulars as prescribed in the Invoice Rules are contained in the said document, and the relevant information, as contained in the said document, is furnished in FORM GSTR-2 by such person. Customs EDI system would be interconnected with GSTN for validation of ITC. Further, Bill of Entry data in non-EDI locations would be digitized and used for validation of input tax credit provided by GSTN. Customs EDI system would be interconnected with GSTN for validation of ITC. Further, Bill of Entry data in non-EDI locations would be digitized and used for validation of input tax credit provided by GSTN. Note: In cases where imported goods are liable to Anti-Dumping Duty or Safeguard Duty, calculation of Anti-Dumping Duty or Safeguard duty would be as per the respective notification issued for levy of such duty. It is also clarified that value for calculation of IGST as well as Compensation Cess shall also include Anti-Dumping Duty amount and Safeguard duty amount
69.	High sea sales for import supply would not be accepted
70.	Wherever Service is associated in the tender scope (For cases Service PO is released – Supplier has to pay GST for all charges including transportation, boarding etc)
71.	Suppliers will have to fill& send the SRF (Supplier registration form) if applicable.
72.	BHEL reserve the right for asking sample / drawing approval / Pre-Dispatch Inspection before bulk supply of the materials (If required)
73.	GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred
74.	Pay procedure will be initiated after acceptance of full lot of material & final submission of Bill in line with PO instructions & conditions, GST regulations. Also Pay procedure will be initiated only if the GST return is filed against submitted invoice to BHEL.
75.	<u>BILL PROCESSING METHOD</u> "Supplier has to ensure the full quantity of material delivery within given PO delivery date to process the bill for payment. In case supplier fails to deliver full quantity within delivery date, bills received after PO delivery date will be processed after final despatch of the total pending supply. Further, bills will be clubbed and forwarded for payment processing as a single bunch".
76.	For any clarification you can contact to mpraja@bhel.in , subramanian.s@bhel.in Contact nos. 04312574750 / 04312577427
77.	For more details please refer to Ref. NIT of BHEL's website http://www.bhel.com (tender notification page) or from the govt. tender website http://tender.gov.in (Public Sector Units Bharat Heavy Electricals Limited page) <u>Important:</u> All updates, amendments, corrigendum etc., if any will be posted only on the above website as and when required. There will be no publication of the same through any other media.

BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

IFSC AND MICR CODE

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) (VENDOR CODE) with its registered office at _____² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

6. We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We.....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

8. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

9. This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the⁸we shall be discharged from all liabilities under this guarantee thereafter.

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

13. We..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.....⁶

- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date)⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

14. We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(Hereinafter referred to as 'company') having its registered office at
is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part—II)
dtd Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year
..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No,S.O.1722(E) dated October 5, 2006 : Rs.....Lacs.

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs..... Lacs
for..... Micro / Small **(Strike off which is not applicable)**
Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership number –

Seal of chartered accountant