



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH & DEVELOPMENT DIVISION
VIKASNAGAR, HYDERABAD - 500 093, INDIA

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RD:DP:MPX:F-04
Ref: 391702591

ENQUIRY

Date 13-02-2018

Enquiry for **Supply of 6 axes robot and 2 axes positioner**

Enquiry No:391702591

Enquiry Date : 13-02-2018

Due Date: 08-03-2018

Indicative Delivery Date : 28-05-2018

Sl.No	Item Description	Unit	Qty
1	Supply, erection and commissioning of 6 axes industrial articulated robot with 2 axes positioner	SET	1

Please submit your quotation for the above material in sealed cover superscribed with enquiry no, enquiry date and due date subject to our enclosed terms and conditions. The quotations shall reach us on or before the due date by 12 noon. The tenders can also be dropped in the tender box kept at the security gate,BHEL R&D. In case you are not in position to submit the offer,please send reply suitably specifying the reasons.

Sl.No	Description	Document Ref.
01	Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

Ravi Singh
Sr Engineer
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	ENQUIRY & QUALIFYING CRITERIA	Volume - 1 Enquiry No 391702591
Supply of 6 axes robot and 2 axes positioner		

1	Tendor inviting officer / Authority, Designation and Address	Additional General Manager(MM) BHEL R & D, Vikas Nagar (Near Balanagar), Hyderabad -500093
2	Item Description - Qty	1) Supply, erection and commissioning of 6 axes industrial articulated robot with 2 axes positioner - 1 SET
3	Enquiry Reference no.	391702591
4	Indicative Delivery Date	28-05-2018
5	Due date, Time and place for submission of tender	08-03-2018 upto 12 noon. Sealed Quotations shall be addressed to Additional General Manager(MM), BHEL R & D Division, Vikas Nagar (Near Balanagar), Hyderabad AP,India Pin - 500 093 Quotations can also be deposited in the Tender box located at Security Gate of BHEL R & D BHEL shall not be responsible for any postal/courier delay.
6	Place, Date and time of Tech.Bid opening	Tender Opening Cell (Sangam) BHEL R & D Office. 08-03-2018, 2 PM
7	Mode of Submission of Tender	Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below. 1) First Cover shall contain: - Signed General Terms & Conditions (GTC) - Filled and Signed Commercial Terms & Conditions (CTC) - Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) - Signed commercial bid - Copy of Price-bid with price(s) cells blank (un-priced price bid) as per annexure 2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words. The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'rnd-eoffers@bhel.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered. The e-mail offers should have two attachments. 1) One attachment shall contain - Signed General Terms & Conditions (GTC) - Filled and Signed Commercial Terms & Conditions (CTC) - Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) - Signed commercial bid - Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure 2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.



PRE QUALIFYING CRITERIA(PQC)

Volume - 1
Enquiry No
391702591

Supply of 6 axes robot and 2 axes positioner

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Pre qualification criteria	1) Only those OEM (Original Equipment Manufacturers)/Authorized sales agency/ system integrators , who have supplied and commissioned similar Robot and Positioner in the past ten years as on the enquiry date mentioned in the tender 2)Only those vendors (OEMs) should quote, who have supplied and commissioned in the last 10 years (as on the enquiry date mentioned in the tender) at least one set of similar robot and positioner Either (i) In at least one country other than the country of origin to establish vendor's global business activity or (ii) In India, and the referred machines are presently working satisfactorily for more than one year from the date of commissioning. The name and contact addresses of the customers to whom the above said machine were supplied to be furnished with details. 3)Vendor has to furnish at least one performance certificate for satisfactory performance of supplied robot and positioner, as referred under Serial Number: 2 above, for a minimum period of one year from the date of commissioning from their customers in India or in any other country outside the country of origin, supplied and commissioned in the last ten years. 4)For furnishing the Performance Certificate, a suggestive format is provided as an enclosure (Annexure-A) 5) BHEL will carryout independent verification of performance certification. Hence, prospective bidders are required to give only reference of those customers who are willing to confirm independent verification and not refrain from the same on the grounds of confidentiality. 5)Incase, the information provided by vendor is found to be false/incorrect, the offer shall be rejected. 6) OEM must have an office in India or authorized service provider/agency in India to provide after-sales service for Robot and positioner being quoted. A certificate in proof of this has to be submitted along with the bids.	
2	Pre qualification criteria	A technical committee will be formed by BHEL to assess the capabilities of the startup companies, who would like to participate in this tender. In this the BHEL decision whether to accept the offer or not is final.	
3			
4			
	Relaxation of Norms for Startups	The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for startups issued from time to time.	

Signature of the bidder with Seal & Date



GENERAL TERMS & CONDITIONS (GTC)

Volume - 1
Enquiry No
391702591

Supply of 6 axes robot and 2 axes positioner

SL.No.	Clause	BHEL REQUIREMENT
1	Preferences to MSEs	Preferences as mentioned in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 shall be given to Micro and Small enterprises. Main points which are mentioned in the above Policy are as follows: 1) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply at least 20 percent of total tendered value provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate. 2) In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 20% of the order will be shared equally by them. 3) Where the MSE is SC/ST owned, they shall be exclusively awarded a share of 4% of the above 20% in addition to equally sharing the balance 16% with other non-SC/ST MSEs . 4) In case of more than one SC/ST MSE matching the L1 price, they shall equally share 4% of the order , and additionally share the balance 16% with other non-SC/ST MSE bidders. 5) Up to 4% of the tendered quantity shall be procured from MSE's owned by SC/ST's at L1 price. Failure to participate by any MSE owned by SC/ST's this quantity shall be procured from other MSEs. 6) Above preferences are for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit. 7) MSE bidders must submit registration certificates from bodies specified by the Ministry of MSME. 8) SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following: District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub-divisional Magistrate / Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate Revenue Officer not below the rank of Tehsildar Sub-divisional Officer of the area where the individual and/or his family normally resides a. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document. b. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services All these benefits are subject to production of all statutory documents as per General Terms & Conditions (GTC) of enquiry along with Udyog Aadhaar Number
2	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
3	Discrepancy in words and figures	(a) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above. (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto 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.
4	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
5	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.
		All offers in price bid opening or reverse auction shall be evaluated in Indian currency based on

6	Price bid evaluation	unit price, packing & forwarding, taxes/duties, freight charges if any, exchange rate. Loading due to non-acceptance of our standard commercial terms will be evaluated as per the LOADING FACTORS form as enclosed along with the enquiry. The exchange rate declared by State Bank of India under TT Selling rate on the technical bid open date shall be adopted for evaluating foreign currency bids.
7	Packing	The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit.
8	Withdrawal	In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier through risk purchase.
9	Risk Purchase	In case of default/late delivery, BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.
10	Banned List	The offers of the bidders who are in the banned list and 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 website www.bhel.com. Guidelines for suspension of business dealings with suppliers/contractors are available on www.bhel.com under supplier registration page
11	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
12	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in news paper.
13	Destination	Indian Vendors: Destination shall be Stores, BHEL R&D, Vikasnagar, Hyderabad-500093. Foreign Vendors: 1) BHEL R.O.D Office, Mumbai, India for sea consignments and 2) BHEL R&D, Hyderabad, India for air consignments.
14	Arbitration	Subject to the jurisdiction of Hyderabad/Secunderabad, Andhra Pradesh, India in respect of any suit or other legal proceedings relating this contract.
15	Micro Small Enterprises (MSEs)	MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format as below) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) Where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents. 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 on date..... 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. 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 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. Date: (Signature) Name- Membership number -- Seal of Chartered Accountant
		BHEL will deal directly with foreign vendors, where ever required, for procurement of goods. However, if the foreign principal desires to avail of services of an Indian agent, then foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of

16	Foreign Vendors	agency agreement (as per *). * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the agent, 3) Territory, 4) Agreement Period
17	Fraud Prevention Policy	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.
18	Signing & Stamping	Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Read and agreed for all the above general terms and conditions

Signature of the bidder with Seal & Date

	COMMERCIAL TERMS & CONDITIONS (CTC)	Volume - 1 Enquiry No 391702591
Supply of 6 axes robot and 2 axes positioner		

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Late Delivery Penalty Clause	Failure to supply the goods and/or Failure to carryout the services within the stipulated delivery date will attract a penalty of 0.5% per week or part thereof for the value of the undelivered portion of the purchase order subject to a maximum of 10% of the total order value. The Penalty amount determined based on the delay in supply/services along with applicable GST thereon shall be recovered. In case of non acceptance to this LD Clause, 10% of basic material cost will be loaded on the quoted prices while cost comparison.(Please refer the enclosed 'Loading Factors' sheet).	
2	Reverse Auction	BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).	
3	Two part	Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below. 1) First Cover shall contain: a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid) as per annexure 2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words. The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'rnd-eoffers@bhel.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered. The e-mail offers should have two attachments. 1) One attachment shall contain a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure 2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.	
4	Validity of Offer	90 days from date of techno-commercial bid opening.	
		The prices shall be firm for entire period of contract. The suppliers shall indicate packing and forwarding charges, if any, separately.	

5	Price basis	All foreign suppliers shall quote the lowest prices on a) 'FOB-Nearest International Gateway Airport for Air consignments. BHEL shall organize shipment through our authorized freight forwarder from gateway Airport. An amount of 2% on basic value towards freight and 1% on basic value towards insurance will be added for cost comparison. b) CFR-Mumbai/Nhava sheva seaport for sea consignments. An amount of Insurance @1% (Supplier's seaport to BHEL R&D Stores, Hyderabad)+ local transport charges (Mumbai/Nhavasheva Seaport to BHEL R&D Stores, Hyderabad) based on weight/dimensions furnished by the supplier in the tender shall be added for landed cost evaluation. All Indian suppliers shall quote the lowest prices on 'free delivery at BHEL R&D Stores or F.O.R destination' basis only.	
6	Freight & Insurance	Insurance will be arranged by BHEL in case of FOB basis supplies. In such cases ,an amount of 3% towards freight and insurance will be added for cost comparison.	
7	Agency Agreement	Guidelines regarding dealing with Indian agents of foreign suppliers 1. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of agency agreement. 2. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of government of India, issued from time to time. 3. The agency agreement should specify the precise relationship between the foreign OEM and services to be rendered by Indian agent / associate, whether general in nature or in relation to the particular contract, must clearly be stated by the foreign supplier / Indian Agent. Any payment, which the Indian agent / associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee shall be brought out in record in the agreement and be made explicit in order to ensure compliance to the laws of the country. 4. Any agency commission to be paid by BHEL to the Indian agent shall be Indian currency. 5. When ever Indian agents are representing on behalf of their principals, the relevant authorization letter and agreement copy to be enclosed along with technical bid to consider the offer.	
8	Delivery Period	<u>FOR INDIAN SUPPLIES :</u> Suppliers are requested to quote within the delivery date mentioned in the enquiry. They shall also mention one of the following delivery periods compulsorily. 1) Delivery Period from date of Purchase order ===== 2) Delivery Period from receipt of material / input data / drawings etc. from BHEL===== (if applicable) 3) Delivery Period from receipt of approval of design documents / drawings etc. by BHEL===== (if applicable) However BHEL shall inform the vendor about rejection of the offer before price bid opening in case of not meeting the delivery requirements of BHEL. <u>FOR FOREIGN SUPPLIES :</u> Suppliers are requested to quote within the delivery date mentioned in the enquiry. They shall also mention one of the following delivery periods compulsorily. 1. Delivery Period from date of Purchase order :===== 2. Delivery Period from receipt of input data / drawings etc. from BHEL===== (if applicable) 3. Delivery Period from receipt of approval of design documents / drawings etc. by BHEL===== (if applicable) 4. Delivery Period from date of LC Opening ===== (if applicable) 5. Delivery Period from date of PO acceptance ===== However BHEL shall inform the vendor about rejection of the offer before price bid opening in case of not meeting the delivery requirements of BHEL. Pl. mention any other issues/constraints like export clearance etc. explicitly, if any	
9	Nature of Vendor	OEM / Agent / Representative / Dealer / Distributor / Stockist / Trader / Reseller / Channel Partner/ System Integrator /	

	submitting the Offer	Any Other (Pl. Specify)	
10	Foreign Suppliers without Indian Agent	To be quoted in Foreign Currency. Purchase Order will be placed on Foreign Supplier.	
11	Foreign Principal availing services of an Indian Agent	Foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of Agency agreement. (as per *) To be quoted in Foreign Currency. Purchase order will be placed on Foreign Supplier. Agency Commission will be paid to Indian Agent in Indian rupees. * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the Agent, 3) Territory, 4) Agreement Period	
12	Indian Agent desirous of quoting imported Equipment	Any Indian Agent desirous of quoting imported Equipment, they should submit the quote in foreign currency along with copy of agency agreement (as per *). To be quoted in Foreign Currency. Purchase order will be placed on Foreign Supplier. Agency Commission will be paid to Indian Agent in Indian rupees. * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the agent, 3) Territory, 4) Agreement Period	

Note : All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.

Read and understood the above commercial terms and conditions

Signature of the bidder with Seal & Date



OTHER TERMS & CONDITIONS

Volume - 1
Enquiry No
391702591

Supply of 6 axes robot and 2 axes positioner

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Taxes and Duties	Vendor shall inform HSN/SAC code and the breakup of the applicable tariff/taxes (CGST/SGST/IGST/UGST) based on from and to locations with individual components in part 1 bid.	
2	Details Required	PAN Number: GSTIN Registration Status: GSTIN No: GSTIN No. Issuance Date : Provisional/ Final Registration : Name of the Contact Person : Contact Phone / Mobile : Email id for correspondence : Address with PIN code and State:	
3	Concessional Taxes/Duties	Concessional taxes/duties: We are registered with DSIR vide TUV-RD/13/2017 dated 05-Feb-2018 as a research Institution, other than a Hospital, for the purpose of availing Customs duty exemption in terms of Government Notification no.51/96 – Customs dated 23-Jul-1996, Notification No. 24/2007 - Customs dated 01-Mar-2007 and Notification No. 43/2017 – Customs dated 30-June-2017; 45/2017-Central tax(rate) & 47/2017-Integrated tax(rate) dated 14-11-2017, No. 9/2018-Central tax(Rate) dated 25-01-2018, State & Union Territory Tax(Rate) and 10/2018-Integrated tax (Rate) dated 25-01-2018 as amended from time to time. Hence all offers falling under the said notifications shall be evaluated at available concessional rates. Please confirm acceptance.	
4	Special Note	Taxes and duties to be governed by GST acts. Strict adherence to new provisions by the vendors like timely submission of invoices, tax payment, filing of returns- GSTR-I etc. will form base of new regime for release of payment from BHEL. Hence, any financial loss occurred due to non-compliance of the GST provisions would be endured at defaulters end.	
5	Force Majeure clause	If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries	
6	Payment Terms	1. Indian Offers: BHEL standard payment term “90% of supplies value shall be released within 30 days from the date of receipt and acceptance of material at BHEL R&D Stores, Hyderabad”. “Balance 10% of supplies value and E&C charges within 30 days of completion of E&C and submission of PBG of 10% of total order value as per prescribed format.” Note: For other payment terms there will be a loading on the offer as mentioned in our 'Loading Factors" sheet which is enclosed to this enquiry. GST taxes subject to payment proof of GST taxes remittance to Govt. of India. 2. Foreign Offers: BHEL standard payment term "90% of	

		supplies value shall be released by wire transfer within 30 days of receipt and acceptance of material at BHEL R&D Stores, Hyderabad". "Balance 10% of supplies value and E&C charges by wire transfer within 30 days of completion of E&C and submission of PBG of 10% of total order value as per prescribed format." All bank charges inside India shall be to BHEL account and outside India shall be to supplier's account. Note: For other payment terms there will be a loading on the offer as mentioned in our 'Loading Factors" sheet which is enclosed to this enquiry.	
7	PBG	PBG of 10% of total order value is to be submitted by the successful vendor and shall be kept valid upto guarantee period with additional claim period of 3-6 months there after.	

Signature of the bidder with Seal & Date

	ITEM SPECIFICATIONS	Volume - 2 Enquiry NO 391702591
Supply of 6 axes robot and 2 axes positioner		

SL.No.	Item																				
1	Supply, erection and commissioning of 6 axes industrial articulated robot with 2 axes positioner																				
	<table><tr><th>sl no</th><th>Descriptions</th><th>BHEL Specifications</th><th>Vendor Specifications/ Deviations</th></tr><tr><td>1</td><td>Scope of supply</td><td>Supply, erection and commissioning of 6 axes industrial articulated robot with latest controller and 2 axes positioner as per the attached specifications (refer Annexure-I)</td><td></td></tr><tr><td>2</td><td>Language for operation and instructions</td><td>English</td><td></td></tr><tr><td>3</td><td>Erection and Commissioning (E&C) or Installation</td><td>a) E&C or Installation has to be carried out at BHEL Corporate R&D Division, Hyderabad-500093,India. b)Supplier should indicate number of days required to start the E&C after receiving intimation from BHEL on readiness of the site for E&C c) Supplier should indicate duration (in days) for completion of E&C, demonstration at site of installation d)Delay in completion of E&C within stipulated time indicated earlier will attract penalty as per Late Delivery (LD) clause mentioned in commercial terms and conditions (CTC) as applicable. d) E&C charges will include services to be rendered at site of installation like erection, commissioning, demonstration etc., e)The estimated percentage value of these charges as per BHEL : 2% of basic equipment price. f) The supplier should quote these charges as % of basic equipment price separately in unpriced and price bids. Only incase where quoted value is less than the value (in %) specified above or separate value is not mentioned in the offer, value of E&C shall be deemed to be considered as the value indicated above(2%) and accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment as per Payment terms- under commercial terms and conditions of enquiry. g) E&C report should be submitted to BHEL after successful completion of the same. E&C charges will be paid only after successful completion of E&C and submission of report. h)All travel, boarding and other charges (if any) for authorized personnel deputed for E&C/ Installation and demonstration should be borne by the vendor</td><td></td></tr><tr><td></td><td></td><td>E&C Charges Shall be quoted separately if the scope of supply/enquiry requires erection and commissioning. All supplied items to be provided with warranty for 12 months from the date of receipt at our stores if scope of</td><td></td></tr></table>	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations	1	Scope of supply	Supply, erection and commissioning of 6 axes industrial articulated robot with latest controller and 2 axes positioner as per the attached specifications (refer Annexure-I)		2	Language for operation and instructions	English		3	Erection and Commissioning (E&C) or Installation	a) E&C or Installation has to be carried out at BHEL Corporate R&D Division, Hyderabad-500093,India. b)Supplier should indicate number of days required to start the E&C after receiving intimation from BHEL on readiness of the site for E&C c) Supplier should indicate duration (in days) for completion of E&C, demonstration at site of installation d)Delay in completion of E&C within stipulated time indicated earlier will attract penalty as per Late Delivery (LD) clause mentioned in commercial terms and conditions (CTC) as applicable. d) E&C charges will include services to be rendered at site of installation like erection, commissioning, demonstration etc., e)The estimated percentage value of these charges as per BHEL : 2% of basic equipment price. f) The supplier should quote these charges as % of basic equipment price separately in unpriced and price bids. Only incase where quoted value is less than the value (in %) specified above or separate value is not mentioned in the offer, value of E&C shall be deemed to be considered as the value indicated above(2%) and accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment as per Payment terms- under commercial terms and conditions of enquiry. g) E&C report should be submitted to BHEL after successful completion of the same. E&C charges will be paid only after successful completion of E&C and submission of report. h)All travel, boarding and other charges (if any) for authorized personnel deputed for E&C/ Installation and demonstration should be borne by the vendor				E&C Charges Shall be quoted separately if the scope of supply/enquiry requires erection and commissioning. All supplied items to be provided with warranty for 12 months from the date of receipt at our stores if scope of	
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		E&C Charges Shall be quoted separately if the scope of supply/enquiry requires erection and commissioning. All supplied items to be provided with warranty for 12 months from the date of receipt at our stores if scope of																			

	E&C and Warranty	enquiry is supply only. In case of items involving erection and commissioning, supplier shall provide warranty for 18 months from date of receipt at our stores or 12 months from the date of completion of erection and commissioning whichever is earlier.	
G	General Specifications		
	sl no	Descriptions	BHEL Specifications
	1	Pre Dispatch Inspection (PDI)	a) Supplier should intimate the readiness of equipment for PDI at OEM's works. b) During PDI, all features of Robot system as listed in the specification shall be tested and measurements/observations shall be recorded. c) Dispatch clearance for consignment will be given by BHEL official after carrying out PDI at OEM's works. d) The OEM should intimate BHEL 15 days in advance from the proposed PDI.
	2	Operation and Maintenance (O&M Manual)	One O&M manual in English (1 No. Hardcopy and 1 No. softcopy (in a CD/DVD/Data card)) should be supplied along with the equipment.
	3	Brochures/ Technical details	Brochures/ Technical details supporting information for compliance to all the item specifications listed in the enquiry has to be submitted along with the offer.
	4	Other installation requirement at site of supply	a) Supplier should intimate all pre-installation and utility requirements (Such as: (a) power requirement(s); (b) earthing /grounding requirements(s); (c) Temperature, humidity control requirement(s); (d) dimensions of equipment, weight and space requirement; (e) civil works such as head room requirement, special foundation requirement, with drawings and procedure for laying foundation etc.) along with the technical bid.
	5	After sales support and Non Comprehensive Annual Maintenance Contract (AMC)	a) Non-comprehensive AMC charges for the equipment being quoted for 3 years beyond the stipulated warranty period have to be quoted in per year basis (In terms of % of basic equipment cost), for 3 years, after expiration of stipulated warranty period as per Annexure-III has to be submitted. charges for the same has to be indicated appropriately in unpriced and price bids b) These charges have to be valid for 3 years, beyond the stipulated warranty period. c) BHEL will consider loading of AMC charges for cost evaluation while deciding the tender priorities. d) BHEL reserves the right to place a separate order/orders for AMC contract for 3 years and/or part thereof, at the rates quoted. e) The vendor should ensure the availability of spares "for 5 years from the date of installation"
			a. 2 Engineers from BHEL shall be

	6	Training	trained by supplier for a period of five days at vendor work's on non-residential basis, for operation, programming and maintenance of the robotic system. The medium of training/interaction shall be English b)The training charges , if any, have to be quoted separately as per Annexure-IV enclosed with the enquiry. The duration and total charges for the same has to be indicated appropriately in unpriced and price bids respectively.	
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* Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

Signature of the bidder with Seal & Date

LOADING FACTORS



NOTE : IN CASE OF DEVIATION TO BHEL TENDER SPECIFIED TERMS, LOADING FACTOR INDICATED IN FOLLOWING TABLE WILL BE APPLIED TO QUOTED PRICE WHILE EVALUATING THE LOWEST QUOTE

A. FOR INDIGENOUS PURCHASES					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
A.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D	SAME	NIL
				PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR ONE MONTH
				FULL ADVANCE PAYMENT WITH BANK GUARANTEE	LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH
				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH
				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND
					LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH
A.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AND BALANCE 10% WITH IN 30 DAYS OF COMPLETION OF E&C.	SAME	NIL
				100% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF SUPPLIES AND E&C	NIL
				90% PAYMENT AGAINST PROFORMA INVOICE/ DESPATCH DOCUMENT AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C.	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON 90% OF THE VALUE OF PO FOR ONE MONTH
				90% PAYMENT AGAINST PROFORMA / DESPATCH DOCUMENT AND BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON TOTAL VALUE OF THE PO FOR ONE MONTH
				90% ADVANCE PAYMENT WITH BANK GUARANTEE AND BALANCE 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON 90% OF THE PO VALUE FOR DELIVERY PERIOD (ROUNDED OFF TO THE NEAREST MONTH) + 1 MONTH
				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND (90 - X) % PAYMENT ON RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO THE NEAREST MONTH) + 1 MONTH AND LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% AMOUNT FOR ONE MONTH
				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND BALANCE (90 - X) % PAYMENT AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO THE NEAREST MONTH) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH

B. FOR FOREIGN PURCHASES (IMPORTED)					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
B.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D. (DESPATCH DOCUMENTS WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWD ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				LC PAYMENT AGAINST DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				FULL ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR DELIVERY PERIOD(Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRNSFER/LC WITH BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRNSFER/LC WITH BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
B. FOR FOREIGN PURCHASES (IMPORTED)					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
B.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING(E&C)	PAYMENT TERMS	90% PAYMENT BY WIRE TRANSFER WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	SAME	NIL
				SIGHT DRAFT ON RESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWD ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				90 PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS, BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% OF BASIC VALUE AS ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (Rounded off to nearest month) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD(Rounded off to the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% FOR ONE MONTH
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C. PENALTY FOR DELAYED DELIVERY (COMMON FOR INDIGENOUS AND IMPORTS)					
SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS	
C	LD CLAUSE	IN THE EVENT OF DELAY IN AGREED CONTRACTUAL DELIVERY, PENALTY OF 0.5% (HALF PERCENT) PER WEEK BUT LIMITED TO A MAX OF 10% OF TOTAL ORDER VALUE WILL BE APPLICABLE	AGREED	NIL	
			IF NOT AGREED	LOADING @ 10% OF THE BASIC MATERIAL COST	
			IF AGREED FOR X%	LOADING @ (10-X)% OF THE BASIC MATERIAL COST	
D. GUARANTEE/WARRANTY PERIOD (COMMON FOR INDIGENOUS AND IMPORTS)					
SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS	
D	GUARANTEE/WARRANTY PERIOD	STIPULATED OR REQUIRED GUARANTEE/ WARRANTY PERIOD(X)	AGREED	NIL	
		MINIMUM ACCEPTABLE GUARANTEE / WARRANTY PERIOD(Y)	NOT AGREED FOR STIPULATED BUT AGREED FOR MINIMUM GUARANTEE/WARRANTY(Y)	LOADING @ 10 % OF THE ORDER VALUE PER ANNUM FOR THE REDUCED GUARANTEE PERIOD (X-Y)	

Terms & Conditions of Reverse Auction



Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction?, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS
(PLEASE FILL UP THE FORM COMPLETELY IN CAPITAL LETTERS ON YOUR COMPANY LETTERHEAD ONLY)

Vendor Code (to be filled by BHEL)	
------------------------------------	--

Type of Request (Tick one)	NEW	CHANGE
1 Company Name		
2 Address		
3 City with PIN Code		
4 State		
5 PAN Number		
6 TIN/ VAT No.		
7 CST No.		
8 Service Tax No.		
9 Name of Contact Person		
10 Mobile number		
11 Ph. no. with STD Code		
12 Fax No. with STD Code		
13 Email ID		
14 Website (URL)		

BANK DETAILS FOR EFT / RTGS

1	Bank Name	
2	Branch	
3	Branch Code	
4	Branch Address	
5	Branch Phone No	
6	Account No.	
7	Account Type: SB/ Current/ other (Specify)	
8	MICR Code	
9	IFSC Code	

I, as an authorized representative / owner of the above named company, hereby state as under:

1. Enclosed here with a cancelled cheque in support of our company's bank details.
2. Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account.
3. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
4. I hereby certify that the particulars given above are true, complete and correct.
5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

Date :
Company
Seal

Authorised Signatory
Designation :



RD:MPX:F-13

Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

VENDOR REGISTRATION FORM

(Indigenous supplier)

[FORM TO BE SUBMITTED* BY THE BIDDER ALONG WITH TECHNICAL-BID]

Before filling, please refer to instructions on page-4

1.0 VENDOR PROFILE:

1.1 Name and address of the vendor:

Phone Nos.:

Fax No.:

Email: 1.

2.

1.2 Local representative name & address in Hyderabad/Secundrabad :

Phone Nos.:

Fax No.:

Email:

Contact Person:

Mobile No:

2.0 TYPE OF ORGANISATION:

PROPRIETORSHIP	Company:	Sister Concern (mention vendor registration number of main organization)	
Partnership	CORPORATION	Small Scale Industry	ANY OTHER(Please specify)

In case of SSI unit, copy of registration to be enclosed. It is requested that MSME registration certificate to be enclosed and tick the following:

Type of Major Activity: Manufacturing / Service

Category of Enterprise: Micro / Small / Medium

Social Category : GENERAL / SC / ST / OBC

Udyog Adhaar Number (UAN): _____

3.0 ANNUAL TURN OVER:

#	Year	Turn-Over, Rs.
1	Current Year(budgeted)	
2	Previous year (200 - 0)	
3	Prior Year (200 - 0)	

4.0 NAME AND ADDRESS OF THE BANKER:

4.1 Bank Name

4.2 Branch name

4.3 Account number

4.4 Account Type

4.5 MICR Code:

4.6 IFSC Code(RTGS/NEFT):

4.7 Bank Phone number(s),

Blank cheque, duly cancelled, to be enclosed.

Please note that all payments shall be made through Electronic clearance services to your above account against the orders executed, if any.

5.0 REGISTRATION PARTICULARS(relevant copies to be enclosed)

5.1 IT Permanent Account No.(PAN):

5.2 State Sales Tax/VAT Registration No:

5.3 Central Sales Tax Registration No:

5.4 ED Registration No:

5.5 Service Tax Registration No:

5.6 PF Account No:

5.7 Labour Licence No:

5.8 ESI Account No:

6.0 CONTACT PERSON: S/Sri:

Designation:

Phone / Mobile No:

7.0 TOTAL NUMBER OF EMPLOYEES:

Graduates(Engr/Scientists/Mgmt/Fin.)	Consultants	Workers		
		Sup./Skilled	Semiskilled	Unskilled

8.0 LIST OF PRODUCTS/ SERVICES OFFERED:

#	Products/ Services	Capacity
1		
2		
3		
4		
5		

9.0 REFERENCE LIST :

(Only recognized public and private sector companies, attach if printed copy available)

#	Customer	Volume / Year
1		
2		
3		
4		
5		

10.0 INFRASTRUCTURE / FACILITIES:

#	Facility (with specifications)	Age/ Year procured
1		
2		
3		
4		
5		

11.0 REGISTRATION WITH OTHER BHEL UNIT/UNITS:

#	Unit	Registration No	Year
1			
2			
3			
4			

12.0 ANY OTHER INFORMATION :

DECLARATION:

The information furnished above is true and authentic.

(CEO / PROPRIETOR)

SEAL:

DATE:

Note:

-
1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.
 2. The competent authority reserves the right to accept or reject the registration.
 3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
 4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.
 5. AGM, Head (MM) may be contacted for clarification/additional information on registration.

Instructions

-
1. Fill all items. Please mention "N.A." for items/ clauses not applicable.
 2. Use A4 sheets for this document and the enclosures. Use of additional sheets is permitted if space provided is not adequate.
 3. Attach copies of latest documents in respect of items 5.0 (Registration no.s)
 4. Photographs of registered office and the chief executive/proprietor shall be furnished.



RD:MPX:F-14

Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

SUPPLIER REGISTRATION FORM

(FOREIGN SUPPLIER)

ALL COLUMNS SHOULD BE PROPERLY FILLED IN THE SPACE PROVIDED FOR. WHEREVER IT IS NOT APPLICABLE PLEASE WRITE "NOT APPLICABLE". INCOMPLETE OR INCORRECT FORMS MAY NOT BE CONSIDERED.

1.0 GENERAL INFORMATION:

1.1 NAME OF COMPANY

1.2 DETAILS OF HEAD OFFICE:

ADDRESS :
 TELEPHONE :
 FAX :
 EMAIL :
 WEB SITE :

1.3 DETAILS OF FACTORY/WORKS:

ADDRESS :
 TELEPHONE :
 FAX :
 EMAIL :
 WEB SITE :

1.4 DETAILS OF MARKETING AGENT

ADDRESS :
 TELEPHONE :
 FAX :
 EMAIL :
 WEB SITE :

1.5 CHIEF EXECUTIVE

1.6 CONTACT PERSON(S)

FOR PRODUCT OFFERED

NAME(S) :
 OFFICIAL CPACITY :
 ADDRESS :
 TELEPHONE :
 FAX :
 EMAIL :

1.7 YEAR OF ESTABLISHMENT

1.8 PRODUCTION CAPACITY PER ANNUM

1.9 PARTICULARS OF PRODUCT INCLUDING SPECIFICATION AND RANGE OFFERED FOR REGISTRTION (Attach brouchers and catalogues)

1.10 NAME(S) OF BANKERS

1.11 BANKER'S CERTIFICATE

1.12 PORT OF LOADING

1.13 NEAREST AIRPORT

1.14 NAME OF THE INDIAN AGENT, IF ANY
WITH AUTHORIZATION LETTER

2.0 FINANCIAL INFORMATION:

2.1 TOTAL CAPACITY

2.2 ANNUAL TURN OVER FOR LAST 3 YEARS

2.3 WHEHER CREDIT LICENSE ACCEPTABLE YES/NO

3.0 QUALITY MANAGEMENT SYSTEMS

ENCLOSED FORMAT PART-B

3.1 EXPERIENCE LIST FOR SAME/ SIMILAR ITEMS
TO BE ENCLOSED

4.0 FUTURE EXPANSION PLANS:

(Give details)

5.0 LIST OF ENCLOSURES:

(Including brouchers, catalogues, technical literature etc)

6.0 ANY OTHER INFORMATION:

SIGNATURE OF SUPPIER (Authorized signatory)

NAME :

DESIGNATION :

DATE :

OFFICIAL SEAL

Note:

1. BHEL Reserves the right to take penal action as deemed fit if any of the information provided by the vendor is found to be incorrect.
2. Please attach separate sheets, if space found is inadequate



RD:MPX:F-13

Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

Ph: 040 – 23772704, Fax: 040 – 23770698, email: mpx@bhelrnd.co.in

GUIDE LINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS

- i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
- ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- v. Whenever Indian agents are representing on behalf of their principals the relevant authorisation letter and agreement copy to be enclosed along with Technical bid to consider the offer.

ANNEXURE -A**Suggested Format of Performance Certificate**

The Performance should be certified by the customer on Customer's Letter Head and submitted along with the offer.

PERFORMANCE CERTIFICATE

1.0	Name of the Robot & Positioner:	
2.0	Suppliers name	
3.0	Make & Model Number of the Robot, controller, 2 axes positioner and other Major Accessories	
4.0	Month & Year of Commissioning	
5.0	Application for which the robot and positioner is used	
6.0	Performance of the Machine (Please tick the appropriate option)	Satisfactory
		Non Satisfactory
7.0	Service after sales (Please tick the appropriate option)	Satisfactory
		Non Satisfactory
8.0	Other remarks (if any)	
Date:		Signature & Seal of the Authority Issuing the Performance Certificate

Specifications for Supply, erection and commissioning of 6 axes industrial articulated robot with 2 axes positioner

Scope of work:

The scope of work involves total supply, erection and commissioning of the 6 axes industrial articulated robot with 2 axes positioner at BHEL Corporate R&D Division, Hyderabad. The robot is being procured for TIG welding application. The synchronous motion between Robot and Two axes positioner to be demonstrated. All axes of the positioner should be fully coordinated with the robot when programming as well as during operation. The control equipment of the positioner should be located in the robot controller and uses the same drive system and software as the robot.

The robot is meant for continuous arc and multi-layer TIG welding process. The supplier should assist BHEL in the system integration of Robot controller with TIG Welding equipment controller (which is not under supplier's scope) through industry standard interface protocols like Ether cat, Device Net, Profibus etc.,. Necessary torch angles and offsets required for achieving multilayer from the robot program to be demonstrated. The supplier has to demonstrate these two functionalities with user friendly robot OEM's add-on software packages. The supplier should demonstrate AVC (Automatic Voltage control) functionality, adjusting and controlling the AVC parameters from the robot program itself. For this any special add-on robot OEM's software package is required, is under supplier's scope only.

A laser sensor (which is not under supplier's scope) for seam finding/tracking is envisaged to the robot. The laser sensor is required to trace the weld groove prior to welding, in order to make corrections to the robot path to accommodate any deviations automatically. For this any Robot OEM's add on software packages like seam finding, seam tracking and calibration plates required are under supplier's scope only.

Specifications for 6 axes Industrial articulated Robot			
S.No	Specification	Requirement	Vendor's offer
1	Arm type	Articulated	
2	Number of Axes	6	
4	Payload	Minimum 15 Kg is required.	
5	Supplementary Load on robot arm	Minimum 20 Kg (at base unit/ Joint 1) Minimum 10 Kg (at arm/ Joint 3)	
6	Repeatability	<= 0.1 mm	
7	Linear Max.Speed	>= 1.5 Mtrs./Sec	
8	Minimum Axes Range and Minimum Speed required		
	Joint 1	320 deg (150 deg/s)	
	Joint 2	190 deg (140 deg/s)	
	Joint 3	125 deg (150 deg/s)	
	Joint 4	400 deg (330 deg/s)	
	Joint 5	240 deg (330 deg/ s)	
	Joint 6	700 deg (450 deg/s)	
9	Max Reach	Minimum 1500 mm is required.	
10	Mounting Position	Floor	
11	Noise Level	Max 80 dB	
12	Motor	AC Servo Motor for all 6 axes	
13	Position detection	Absolute position sensing with encoders / resolvers	
14	Ambient Temperature	10 deg C to 45 deg c	
15	Relative humidity	Max 95%	
16	MTBF (Mean Time between failure)	Minimum 50,000 hours	
17	Brakes	Electrical/ Mechanical brakes in all axes	
18	Main Applications	Multi pass, continuous arc welding (TIG welding)	
19	Safety regulations	Should fulfill one or more of the following standard industry applicable safety regulations like EN60204-1:2006 ,ISO 10218-1:2006, ANSI/ RIA R 15.06, UL 1740	

S.No	Specification	Requirement	Vendor's offer
20	Pedestal	Suitable pedestal to mount the robot (Minimum height 300 mm).	
21	Mastering / presetting of all robot axis	Should be done Electronically on all axes	
	CONTROLLER		
1	Version	Latest controller version to be offered	
2	Drive System	AC Servo Drive	
3	Number of controlled Axes	6 axes	
4	Provision for additional axes	Minimum 3 numbers (As 2 axes positioner should be synchronized and controlled from Robot controller only)	
5	Processor	Multi-core processor system preferably with PCI bus	
6	Operating system	Well proven real time operating system	
7	Programming Language	User friendly programming through Teach pendant and Robot programming language	
8	Program Memory capacity	Hard disk for mass memory at least 500 MB, expansion and additional back-up facility will be preferred	
9	External Storage	RW CD/ DVD drive/USB 3.0	
10	Other requirements	1. USB memory interface 2. Energy back-up power failure handling	
11	Control functions	Should be able to synchronize all operations of Robot motion, two axes positioner, Welding controller etc.,	
12	External Interfaces	Device net/ Profibus/Interbus/Ethernet /Ether CAT	
13	Number of I /O points	Minimum 256 digital inputs and 256 digital outputs (Should be expandable)	
14	Communication Ports	RS 232 / RS 485 / Ethernet port	
15	Protection	IP65	
16	Input Voltage	415V +/- 10%, 50 Hz ,AC 3 phase	
	OPERATOR'S PANEL (Teach Pendent)		
1	Cable length (from teach pendent to controller)	5m and above	

S.No	Specification	Requirement	Vendor's offer
2	Basic Switches	Lockable type Emergency, Reset, Power On/Off, Mode selector, and other functional keys as required, Joystick/6D Mouse for robot axes moment	
3	Visual Display	At least 6 " or larger color screen on Teach pendent	
4	Display of Status keys	The status keys of welding, wire feeding, gas supply, acknowledgement of welding power source messages to be displayed on teach pendent for user friendly operation	
5	Weight	Less than 1.5Kg	
6	Protection	IP54	
	SOFTWARE		
1	Welding technology software (Basic and Advance versions)	Robot OEM's Arc welding technology packages for multipass, continuous welding (TIG) to generate arc weld programs by defining process parameters such as Torch Angle, work angle and spin angles, seam and weave data, wire feed, velocity, speed, current, voltage etc.,	
2	Robot technology packages	1. Package for easy user inputs 2. Package for Multi-layer welding 3. Package for Arc welding (Basic & advance versions) 4. Package for Laser Seam Track and Finding 5. Package for Robot Sensor Interface for AVC (Automatic Voltage Control) function control	
3	Simulation and offline programming software (optional)	1. Robot simulation and offline programming software (latest version) including training on the same for three days to be quoted as optional	
4	Accessories	Robot OEM's Calibration plates for laser sensor and any other accessory required for functional working of the robot and positioner	

S.No	Specification	Requirement	Vendor's offer
	Specifications for 2- axes positioner		
1	No of axis	Two axis positioner	
2	Drive	Servo controlled drive, should be compatible to Robot's main controller and should be able to synchronize with the robot motions	
3	Payload	Min 400 Kgs.	
4	Mounting position	Floor	
5	Protection rating	IP54	
6	Position detection	Absolute position sensing with encoders / resolvers	
7	Repeatability	$\leq 0.1\text{mm}$	
8	Tilting Axis turning range	At least $\pm 90^\circ$	
9	Turning time	Min $75^\circ/\text{sec}$	
10	Rotating axis turning range	At least $\pm 185^\circ$ (Infinite rotation is preferred)	
11	Turning time	Min $100^\circ/\text{sec}$	
12	Working Temperature	10 deg C to 45 deg c	

UN-PRICED BID FORMAT
SERVICE ANNUAL MAINTENANCE CHARGES (AMC)
(NON COMPREHENSIVE TYPE, SPARES EXCLUDED)

AMC charges after stipulated Warranty for	To be quoted as % of Basic Equipment Value	Currency
1 st Year	Quoted	Quoted
2 nd Year	Quoted	Quoted
3 rd Year	Quoted	Quoted

NOTE:

- a) Basic equipment value is defined as price of equipment with accessories and auxiliaries (if any), excluding spares.
- b) During AMC service, 2 routine visits per a year, each visit shall include general service and maintenance, calibration (if any), etc. and breakdown visits (as and when required) have to be made for ensuring continuous operation of the system/ machine
- c) The service personnel should report within 3 days for attending the problem during emergency visit as a part of AMC.
- d) The AMC charges will be paid on half-yearly basis after completion each half year of the AMC service period and with submission of service report along with the original invoice as per the terms and conditions of Letter Order during AMC period. These charges will be paid within 30 days from date of submission of service report and original invoice.
- e) AMC Order(s) may be placed after expiry of standard warranty quoted at the unit rate(s) quoted. The AMC charges Quoted shall be firm and valid for the period quoted.
- f) AMC Charges quoted for the total number of years shall be considered for landed cost comparison
- g) AMC Order(s) may be placed after expiry of standard warranty quoted at the unit rate(s) quoted. The AMC charges Quoted shall be firm and valid for the period quoted.
- h) AMC Charges quoted for the total number of years shall be considered for landed cost comparison.
- i) Rates to be quoted in figures with corresponding words.
- j) Supplier's undertaking: I/We have read and understood the NIT terms and conditions.

SIGNATURE OF BIDDER WITH SEAL

PRICED BID FORMAT
SERVICE ANNUAL MAINTENANCE CHARGES (AMC)
(NON COMPREHENSIVE TYPE, SPARES EXCLUDED)

SERVICE ANNUAL MAINTENANCE CHARGES (AMC), (NON COMPREHENSIVE TYPE, SPARES EXCLUDED)

AMC charges after stipulated Warranty for	To be quoted as % of Basic Equipment Value	Currency
1 st Year		
2 nd Year		
3 rd Year		

SIGNATURE OF BIDDER WITH SEAL

UN-PRICED BID FORMAT - TRAINING CHARGES AT OEM WORKS

Training charges* (per day basis)	For One BHEL Engineer (To be quoted as % of basic equipment value)	Currency
1st day	Quoted	Quoted
2nd day	Quoted	Quoted
3rd day	Quoted	Quoted
4th day	Quoted	Quoted
5th day	Quoted	Quoted

*** Rows may be added/ deleted as required, according to training schedule**

NOTE:

- Basic equipment value is defined as price of equipment with accessories and auxiliaries (if any), excluding spares
- Travel and hospitality for BHEL engineers will be to BHEL's account.
- Detailed training at OEM works / factory has to be provided by factory engineer to BHEL officials on working of all modes of the equipment along with the accessories.
- Training should also be provided on safety features, task to be performed in case of emergency, etc.
- All Offers shall be evaluated for the training charges quoted for the total no. of days. However, payment shall be released on actual number of days of training undergone by BHEL Engineer(s) at supplier's (OEM's) works.

SIGNATURE OF BIDDER WITH SEAL

PRICED BID FORMAT - TRAINING CHARGES AT OEM WORKS

TRAINING CHARGES AT OEM WORKS

Training charges* (per day basis)	For One BHEL Engineer (To be quoted as % of basic equipment value)	Currency
1st day		
2nd day		
3rd day		
4th day		
5th day		

*** Rows may be added/ deleted as required, according to training schedule**

SIGNATURE OF BIDDER WITH SEAL

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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) 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 _____ dated _____³ valued at Rs _____⁴ (Rupees -----)/FC _____ (in words _____) for _____⁵ (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,

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.

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. _____.

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.

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.

We the _____ bank 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.

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.

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.

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.

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.

Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁸ we shall be discharged from all liabilities under this guarantee thereafter.

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 to _____⁷
- c) Unless the Bank is served a written claim or demand on or before _____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.

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 _____ .

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

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.