

REQUEST FOR QUOTATION

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: GSAM000003 RFQ DATE : 08.11.2016	Due Date/Day: 30.11.2016 WED Time : 13:00 HRS Tender Box : Reception Area Opening Venue: NEW ENGG. BLDG
MMI:PU:RF:003			
(address for communication) :		(for all correspondence) Purchase Executive : SAVITHRAMMA G Phone : Fax : E-mail: savithrig@bheledn.co.in	

NOTE :Pl.refer ITB & GCC attached.

This is a 2 PART BID.

NOTE :1)No penalty for delivery, RFQ delivery tentative, delivery will be based on shop reqmnt.at approx 100 Kg/month.

2)Delivery terms are ex BHEL EDN. No Freight charges will be paid for full or empty cyls.

3)Price quoted to be firm until supply of full purchase order qty.

5)No extra connection charges will be paid.

4)BHEL will NOT pay any cyl deposit charges.

5)Cyls.provided to be 'rent free' for 3 mnths from date of supply.

6)Mail will be sent for delivery of cyls.vendor is responsible to collect empty cyl. within 3 mnths.

7)Vendor should supply the cyl. within 7 days from gas cyl.requirement mail.

8)ALL commercial terms & conditions (ED, CESS, SALES TAX, SERVICE TAX etc) to be mentioned clearly.

9)payment terms: 100% with 45 days credit.

Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	PV0679039619 Ammonia in drum/y-tonner Spec No: 439-34 Doc No.- PS439349 Rev - 00 Certificate as per BHEL Norms Material specification as per Spec PS 439-349 Revision No. 00 Completion of delivery by 25.10.2018. Start of delivery within 14 days after BHEL intimation. Delivery will be controlled based on production requirements.	13,400	KG	13,400	25.10.2018
2	PV0679039708 Mnthly charge for NH3 in drum/y-tonner 1 Monthly charges for ammonia in drum/y-tonner Monthly charges for ammonia in drum/y-tonner 1	48	MON	24 24	25.10.2018 25.10.2018

Total Number of Items - 2

- 1.
- 2.

TWO PART BID - SUBMIT TECHNICAL AND PRICE BID IN SEPARATE SEALED COVERS

NOTES :

1.This RFQ is Governed by :

a)INSTRUCTIONS TO BIDDERS/SELLERS(Doc No :BHEL:EDN:ITB-SHOP) available at

www.bheledn.com (RFQ-P0 Terms & Conditions)

b)GENERAL CONDITIONS OF CONTRACT FOR PURCHASE(Doc no :BHEL:EDN:GCC-SHOP) available at

www.bheledn.com (RFQ-P0 Terms & Conditions)

c)Any other specific Terms and Conditions mentioned.

2. Bidders / Representatives who would like to be present during opening of offers are required to furnish authorization letter for the same.

For and On behalf of BHEL.

SAVITHRAMMA G
Semiconductors & Pho

1 OF 1

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TECHNICAL SPECIFICATION
FOR
SUPPLY OF AMMONIA GAS IN DRUMS OR Y-TONNERS
AT
ELECTRONICS DIVISION, BHEL, MYSORE ROAD, BANGALORE, INDIA 560026

REVISION DETAILS: (00)	APPROVED SR	ISSUED ENGG	DATE 22.10.2016
	PREPARED SC		

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Pre-Qualification Criteria (PQC) The supplier shall necessarily meet the following pre-qualification criteria.		
S.No.	Item	Supplier Confirmation (Yes / No)
1.	Supplier shall have supplied at least one ammonia gas cylinder/drum/y-tonner in India. Purchase order, delivery challans or certificate from the customer shall be provided as the supporting document(s).	
2.	Material shall be supplied from CCOE approved storage facility in India. A copy of the license shall be provided with the offer.	
3.	Supplier shall agree to carry out the complete change over process for the delivered drums/y-tonners.	

Note:

1. The Pre-qualification criteria are mandatory requirements and the technical bids will be considered only if all the above Pre-Qualification Criteria are met.
2. All supporting documents related to PQC shall be enclosed in techno-commercial offer.

Pre-qualification evaluation will be carried out based on the details furnished by the supplier / feedback from their customers / inspection of the company / product if required by BHEL and at its sole discretion.

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S. No.	Item	Supplier Confirmation																								
1.	Scope and application The offer is invited for the supply of ultra-high purity ammonia gas for the manufacturing of the silicon solar cell. Ammonia will be used as a process gas for depositing Anti-reflection coating on silicon solar cells. The scope of the supply includes the gas in a container (drum/y-tonner) and the connection of the container to BHEL gas delivery system for each delivery of the container.																									
2.	Gas Specifications a. Semiconductor Grade, Total Purity : $\geq 99.999\%$ b. Contaminants profile: The maximum concentration of the following contaminants shall not exceed the following specified values. <table><tr><td>O₂+Ar</td><td>< 1 ppmv</td></tr><tr><td>N₂</td><td>< 3 ppmv</td></tr><tr><td>H₂O</td><td>< 2 ppmv</td></tr><tr><td>CO+CO₂</td><td>< 2 ppmv</td></tr><tr><td>CH₄</td><td>< 0.5 ppmv</td></tr></table>	O ₂ +Ar	< 1 ppmv	N ₂	< 3 ppmv	H ₂ O	< 2 ppmv	CO+CO ₂	< 2 ppmv	CH ₄	< 0.5 ppmv															
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3.	Drum/y-tonner Specification <table><tr><td>a.</td><td>Gas fill weight</td><td>230 to 500 kg (Actual gas fill weight to be indicated on the drum/Y-tonner)</td></tr><tr><td>b.</td><td>Valve</td><td>CGA 720 valves.</td></tr><tr><td>c.</td><td>Container Dimension</td><td>Overall length not exceeding 2600 mm along with skid and other arrangements.</td></tr><tr><td>d.</td><td>Material</td><td>Cr-Mo 4130-x alloy steel</td></tr><tr><td>e.</td><td>Filled pressure</td><td>Approx. 600 psig</td></tr><tr><td>f.</td><td>Design Pressure rating</td><td>2400 psi</td></tr><tr><td>g.</td><td>Test pressure rating</td><td>4000 psi</td></tr><tr><td>h.</td><td colspan="2">Container shall be firmly attached to the skid for lifting with fork lift along parallel and perpendicular directions.</td></tr></table>	a.	Gas fill weight	230 to 500 kg (Actual gas fill weight to be indicated on the drum/Y-tonner)	b.	Valve	CGA 720 valves.	c.	Container Dimension	Overall length not exceeding 2600 mm along with skid and other arrangements.	d.	Material	Cr-Mo 4130-x alloy steel	e.	Filled pressure	Approx. 600 psig	f.	Design Pressure rating	2400 psi	g.	Test pressure rating	4000 psi	h.	Container shall be firmly attached to the skid for lifting with fork lift along parallel and perpendicular directions.		
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4.	Test certificate Test Certificate shall be provided by the supplier certifying the gas quantity (in kg) and purity level for each drum/y-tonner.	
5.	Supply and connection - Supplier shall connect two drums / y-tonners to BHEL supply system and replace the empty drum / y-tonner on intimation by BHEL. - Supplier has the responsibility of complete changeover process for connecting all the delivered drums/y-tonner. - During each change over, seal enhancer shall be replaced by the supplier. Offer not conforming to this requirement is liable for rejection. - Supplier shall supply and replace seal enhancer applicable for the y-tonner/drum every time to ensure leak integrity. - Supplier shall bring necessary PPEs, torque wrenches, any leak test instruments appropriate for the above gas drum/y-tonner and seal enhancer during connection. - Supplier shall follow necessary safety procedures, follow the required purge-up/purge-down sequences for connecting/disconnecting the drums/y-tonners.	
6.	Delivery - The delivery lead time for the drums/y-tonners shall be not more than 14 days. - Supplier shall supply and connect the drums/y-tonner as and when required and prior intimation will be given by BHEL to the supplier. - Due to safety considerations, no y-tonner/drum can be stocked at BHEL.	

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Techno commercial bid

BHEL RFQ No. GSAM000003 dated: 08.11.2016

	Terms and conditions	Bidder's confirmation/ deviation, if any.
1	Technical compliance: Please confirm compliance BHEL purchase specification PS- 439- 349 Rev 00	Complied/ Not complied
2	Test certificates: Test Certificate to be issued for each lot of supplies. The test certificate shall mention BHEL Purchase Order Number and quantity supplied.	Acceptable/ Not acceptable
3	Terms of Delivery: Door Delivery to BHEL-EDN , please refer Annexure II. □	Acceptable/ Not acceptable, Please specify the Airport Name:
4	Terms of Payment: BHEL requires payment terms as 100% with 45 days Credit. For any other payment terms, Loading Factor will be applicable, Please refer page 04, Doc no: BHEL: EDN: ITB – SHOP: Rev00)	Acceptable/ Not acceptable
5	Validity: Quotation should remain valid for a minimum period of 90 days from the RFQ due date.	Acceptable/ Not acceptable
6	Compliance to price bid format: Please confirm price bid is submitted in the enclosed price bid format only	Complied/ Not complied
7	Delivery Schedule: Completion of delivery by 25.10.2018. Start of delivery within 14 days after BHEL intimation. Delivery will be controlled based on production requirements.	Acceptable/ Not acceptable

Signature of the tenderer with seal

Price Bid

BHEL RFQ No. GSAM000003 dated: 08.11.2016

Sl. No.	Item Description	Quantity	Price/ No
1	Ammonia in drum/ y-tonner	13,400	
2	Monthly charge for Ammonia in drum/ y-tonner 1	24	
2	Monthly charge for Ammonia in drum/ y-tonner 2	24	

Note:

1. Technical and Commercial terms shall be as per Techno-commercial bid.

Signature of the tenderer with seal

GENERAL CONDITIONS OF CONTRACT FOR PURCHASE

1. Applicable Conditions :-

These General Conditions of Contract for Purchase (GCP) apply to all enquiries, tenders, requests for quotations, orders and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliveries") to Bharat Heavy Electricals Limited, Electronics Division / Electronics Systems Division (hereinafter referred to as "BHEL" or the Purchaser) or its projects / customers. Any deviations from or additions to these 'General Conditions of Contract for Purchase' require Purchaser's express written consent. The general terms of business or sale of the Seller shall not apply to the Contract. Acceptance or receipt of shipments or services or effecting payment shall not mean that the general terms of business or sale of the Seller have been accepted by the Purchaser. Purchase orders, Orders, agreements and amendments thereto shall be binding if made or confirmed by the Purchaser in writing.

2. Definitions :-

Throughout these conditions and in the specifications, the following terms shall have the meanings as assigned hereunder, unless the subject matter or the context requires otherwise.

- a. **'Purchaser'** means Bharat Heavy Electricals Limited (a Central Public Sector Enterprise) incorporated under the Companies Act, 1956 having its registered office at BHEL House, Siri Fort, New Delhi-110049, India acting through its Unit Electronics Division / Electronics Systems Division at Bangalore and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
- b. **'Seller'** means the person, firm, company or organization on whom the Purchase Order is placed and shall be deemed to include the seller's successors, permitted assigns, representatives, heirs, executors and administrators, as the case may be. It may also be referred to as Contractor, Supplier or Vendor.
- c. **'Contract'** shall mean and include the Purchase Order (also referred to as the "Order" or 'PO'), letter of intent (LOI) / letter of acceptance or award (LOA) along with tender / offer / bid submitted by the Seller, the General Conditions of Contract and Special Conditions of Contract for Purchase, Specifications, Inspection / Quality Plan, Schedule of Prices and Quantities, Drawings, if any enclosed or to be provided and the samples or patterns if any to be provided under the provisions of the Contract, by the Purchaser or his representative. Any conditions or terms stipulated by the tenderer / bidder in the tender / offer / bid or subsequent letters shall not form part of the Contract unless specifically accepted in writing by the Purchaser.
- d. **'Parties to the Contract'** shall mean the Seller and the Purchaser and Party shall mean either the Seller or the Purchaser.

3. Order of Precedence:-

In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI / LOA, specific agreement, Special Conditions of Contract and General Conditions of Contract for commercial conditions; and specific agreement on technical conditions, Special Technical Conditions and General Technical conditions, RFQ / Offer.

4. Interpretation :-

In the contract, except where the context requires otherwise:-

- a. words indicating one gender include all genders;
- b. words indicating the singular also include the plural and words indicating the plural also include the singular;
- c. provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
- d. "Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

5. Ordering and Confirmation of Order :-

The Seller shall send the acceptance of the LOI / Purchase Order within two weeks or such other period as specified/agreed by BHEL from the date of LOI / Purchase Order. Purchaser reserves the right to revoke the order placed if the order acceptance differs from the original order placed. Purchaser shall only be bound after it has agreed explicitly in writing to be in agreement with the deviations. The acceptance of deliveries or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase order will be deemed to have been accepted by the Seller, if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

6. Execution :-

The Seller shall execute the whole contract in the most approved, substantial and workman like manner as per the contracted terms. The Seller shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract.

7. Progress Reports and Documentation :-

After receipt of Purchase Order, seller should submit required documents like drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report, O & M Manuals and / or any other relevant documents as per Specification / Purchase Order, as indicated in the Purchase order. At any stage within the contract period, the seller shall notify of any error, fault or other defect found in BHEL's documents / specifications or any other items for reference. If and to the extent that (taking account of cost and time) any seller exercising due care would have discovered the error, fault or other defect when examining the documents / specifications before submitting the tender, the time for completion shall not

be extended. However if errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the seller's documents, they shall be corrected at his cost, notwithstanding any consent or approval. The Seller shall submit periodic reports as to the progress in execution of the contract and in such form as may be called for by the Purchaser. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

8. Product Information, Drawings and Documents :-

The Seller shall, as per agreed date / s but not later than the date of delivery, provide information and drawings which are necessary to permit the Purchaser to use, erect, commission, operate and maintain the product. Such information and drawings shall be supplied in the number of copies agreed upon.

9. Non-disclosure and Information Obligations :-

The Seller shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Seller shall not reveal any confidential information (including price) in relation to the contract in general and those which it may acquire from the purchaser during the course of execution of the contract in particular, to its own employees not involved with the tender / Contract & its execution and delivery or to third parties, or make use of such information pertaining to any data, designs, drawings, specifications and other information furnished to it by the Purchaser, unless Seller seeks a permission to do so from the Purchaser and the Purchaser has agreed to this in writing beforehand. The Seller shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

10. Intellectual Property Rights; Licenses :-

If any patent design, trade mark, copyright, trade secret or any other intellectual property rights apply to the products / goods supplied, or delivery or accompanying documentation, Purchaser or its Customer shall be entitled to the legal use thereof free of charges by means of a non-exclusive, assignable, transferrable, sub-licensable, worldwide, perpetual license as duly granted by the owner or licensor of such right. All intellectual property rights that arise or developed during or due to the execution of the contract or delivery of the goods by the Seller and by its employees or third parties involved by the Seller for performance of the Contract belong to Purchaser. The Seller is obliged under the contract to do everything necessary to obtain or establish the above mentioned rights in favor of Purchaser. The Seller guarantees that the execution of the contract including goods and its delivery does not infringe any of the intellectual property rights of third parties. The Seller shall do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of such (alleged) claims by third parties, if any. The Seller agrees to indemnify, defend, and hold harmless Purchaser, its officers, employees, agents, representatives, successors, assigns, or any of the Purchaser's customers buying or using the goods or services, against any actual or alleged infringement of such intellectual property interests or claims by third parties in this regard and shall reimburse Purchaser for any liabilities, damages, penalties, injuries, claims, demands, actions, costs and expenses (including, without limitation, reasonable legal and other professional fees and expenses) suffered as a result thereof.

11. Inspection and Testing :-

Prior written notice of at least 10 days shall be given along with internal test certificates / COC and applicable test certificates. Materials will be inspected by BHEL-EDN-QS/CQS or BHEL nominated Third Party Inspection Agency (TPIA) or BHEL authorized Inspection Agency or Customer / Consultant or jointly by BHEL & Customer / consultant. All tests have to be conducted as applicable in line with approved Quality plan or QA Checklist or Purchase specification and original reports shall be furnished to BHEL for verification / acceptance for issue of dispatch clearance. All costs related to inspections & re-inspections shall be borne by vendor. Whether the Contract provides for tests on the premises of the vendor or any of his Sub-contractor/s, vendor shall be responsible to provide such assistance, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by BHEL only if specifically agreed to in the purchase order.

12. Quality and Condition of the Delivery :-

The Seller shall guarantee that the delivery:-

- a. Is of good quality and free from defects and in the case of services rendered that they are performed by skilled personnel and that new materials are used;
- b. corresponds exactly with the provisions of the Contract, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of the delivery;
- c. is suitable for the purpose for which it is intended by its very nature or which is evident from the specifications or the Contract;
- d. Complies with legal requirements applicable in India and other (international) Government regulations, as applicable.
- e. Complies with the customary norms and standards in the relevant branch of trade or industry.

The Seller shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to its products, packaging, and raw and ancillary materials.

13. Packaging and Dispatch :-

The seller shall package the deliverables safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea / Air / Rail / Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures / hooks and sling marks as may be required for easy and safe handling by mechanical means. Each package must be marked with consignee name, P.O Number, BHEL material code, Package No., Gross weight & Net weight, Dimensions

(LxBxH) and seller's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. **Packing list of goods inside each package with P.O item no. & Quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.**

14. Delivery :-

Delivery shall be as per Purchase Order delivery terms. Trade terms such as DDL, FOR, EXW, FOB, CFR etc., if stipulated in the order shall be construed in accordance with the version of the INCOTERMS applicable at the time of ordering, without prejudice to the provisions contained in these conditions. The delivery date(s) or delivery period(s) as stipulated in the Contract shall be firm and binding and shall apply to the entire delivery for each PO item. Partial shipments may, however, be permitted by the purchaser.

15. Penalty :-

The time or period of delivery as stipulated in the schedule of delivery shall be deemed to be the essence of the contract. Should circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the seller shall inform purchaser hereof without delay. If delay in delivery is caused by any of the circumstances mentioned in clause 25 (Force Majeure) or which are caused exclusively by the acts of purchaser, the purchaser shall extend the time for delivery by a period which is reasonable having regard to all the circumstances in the case.

a. **For delay in documentation :-**

In the event of delay in submission of complete set of documents (like drawings, bill of materials, datasheets, catalogues, quality plan etc. as called in tender specifications including soft copies wherever applicable) in required sets beyond three weeks (or as agreed / indicated in the Purchase Order) from the date of Purchase Order, penalty at 0.5% (half percent) per week or part thereof, limited to a maximum of 5% (five percent) of the basic material value of the Purchase Order will be applicable.

b. **For delay in delivery :-**

In the event of delay in agreed contractual delivery as per Purchase Order, penalty @ 0.5 % (half percent) per week or part thereof but limited to a max of 10% (ten percent) value of delayed portion (basic material cost) will be applicable. Delivery will commence from the date of document approval by customer / BHEL or date of issue of manufacturing clearance, whichever is later in cases where such approval/manufacturing clearance is applicable as per PO . Where pre shipment inspection is applicable, the date for which Inspection call is issued by vendor along with test certificates / test reports / Certificate of Conformance / calibration reports, as proof of completion of manufacturing will be treated as date of deemed delivery for penalty calculation. In the absence of furnishing such document indicated above as proof of completion of manufacturing along with inspection call, actual date of inspection will be considered as date of deemed delivery and BHEL will not be responsible for delay in actual date of inspection.

Penalty for delayed documentation/delayed delivery, if applicable, shall be deducted at the time of first payment. If penalty is applicable for duration of less than a week, penalty @ 0.5% (half percent) of the basic material value will be deducted.

Imposition, recovery or settlement of this penalty shall not affect any rights of the purchaser to claim enforcement of specific performance of the contract, compensation and/or to terminate the contract.

16. Assignment of Rights & Obligations; Subcontracting:

Vendor is not permitted to subcontract the delivery or any part thereof to third party or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from BHEL. Any permission or approval given by BHEL shall, however, not absolve the vendor of the responsibility of his obligations under the Contract.

17. Transfer of Ownership, title and Risk :-

The risk for the delivery remains with the Seller until the goods are delivered at the agreed place and acknowledged by the Purchaser/his authorized representative.

18. Price, Invoicing and Payment :-

The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding, loading and carriage to the place specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the Seller and Purchaser. Further, Seller shall indemnify and hold harmless Purchaser from all claims and liabilities, damages, penalties, injuries, claims, demands, actions, costs and expenses (including, without limitation, reasonable legal and other professional fees and expenses) arising from Seller's failure to report or pay any taxes, tariffs or duties for which Seller is responsible. The method of invoicing shall be without prejudice to the parties' agreement as to the place of performance. Indian Agent's commission if payable and so specified in the Purchase Order shall be paid in Indian Rupees, considering the SBI TT selling exchange rate prevailing on the date of Purchase Order, after successful completion of the contract. If so stipulated in the order, the Seller shall furnish, on receipt of the Purchase Order or along with order acknowledgement, the Billing break-up of prices (BBU) for approval by the Purchaser in respect of the major items / components going into the equipment. This BBU is required by the Purchaser for admitting the claims of the Seller if part shipments are contemplated and also to facilitate custom clearance after payment of applicable duties in case of imports. Purchaser shall be entitled to suspend payment for as long as required supporting documents / details remain outstanding and any consequential demurrage / wharfage shall be to the account of the Seller. Payment does not imply in

any respect whatsoever a waiver of Purchaser's right to performance of the Contract. Purchaser is entitled to set off claimable debts against claimable liabilities with the Seller by means of a set off note.

19. Contract Variations; Increase or Decrease in the Scope of Supply :-

The purchaser may vary the contracted quantities during execution, due to exigencies of project requirements with mutual consent of the seller.

20. Guarantee / Warranty :-

Wherever required, and so provided in the specifications / Purchaser Order, the Seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period, the delivery is found to be non-compliant including those with the stipulations in Clause 12 (Quality and Condition of Delivery) of these Conditions, the Seller shall, for its own account, replace, repair, or re-execute the delivery at Purchaser's discretion when first requested to do so within two weeks or mutually agreed period, without prejudice to Purchaser's other legal rights. If the Seller continues to default on its obligations, Purchaser has the right to proceed to replace, repair or re-execute the order at the Seller's expense, with or without help from third parties. Purchaser shall notify the Seller of the exercise of this right in advance where possible. Unless otherwise specified, guarantee period shall be minimum 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. The guarantee period shall be extended by the period during which the goods are not in compliance with the stipulations in Clause 12 (Quality and Condition of Delivery). A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery. The decision of the Purchaser in regard to the Seller's liability under this clause shall be conclusive. This clause shall survive termination / completion of contract.

21. Shortages / Replacements :-

In the event of shortage on receipt of goods and / or on opening of packages at BHEL, all such shortages shall be made good within a reasonable time that BHEL may allow from such intimation and free of cost.

22. Transit Damages :-

In the event of receipt of goods in damaged condition or having found them so upon opening of packages at BHEL Supplier shall make good of all such damages within a reasonable time from such intimation by BHEL. In case BHEL raises an insurance claim, the cost of material limited to insurance settled amount less handling charges will be reimbursed.

23. Rejection / Replacement :-

The Seller shall arrange replacement / repair under its obligation under the contract within two weeks from the date of intimation or mutually agreed period. The rejected goods shall be taken away by the Seller and replaced on DDP (Delivered duty Paid)/ FOR - BHEL Stores / designated destination basis within such period. In the event of the Seller's failure to comply, Purchaser may take appropriate action including disposal of rejections and replacements, at the cost and risk of the Seller. In case defects attributable to Seller are detected during processing of the goods at purchaser's / his subcontractor works, the Seller shall be responsible for replacement / repair of the goods as required by the Purchaser at Seller's cost. In such cases expiry of guarantee/warranty will not be applicable.

24. Cancellation / Termination of Contract and Risk Purchase :-

- a. Purchaser shall have the right to completely or partially terminate the Contract by means of written notice to that effect without prejudicing its other rights and remedies, in an event of default by the Seller :-

Events of default :-

- (i) The Seller fails to perform within the time specified in the Contract or any extension thereof;
- (ii) The Seller defaults on one or more of the obligations or program of work as contained in the Contract.
- (iii) The Seller is declared bankrupt or insolvent or is ordered to be wound up, its business has been shut down or liquidated, a substantial part of its assets have been attached, or the business has been transferred to a third party. In case of partnership firm any dissolution of partnership shall be also considered as an event of default.
- (iv) Any misrepresentation or hiding of material fact if detected at a later stage
- (v) The delivery is rejected after inspection or re-inspection.
- (vi) Export license not granted to Seller by the concerned Government.
- (vii) Incapacity of seller for any other reason to deliver or perform the contract.

BHEL shall have the right to cancel / foreclose the Order / Contract, wholly or in part, in case it is constrained to do so, on account of any decline, diminution, curtailment or stoppage of the business. In the event of termination, the risk and liability attached to the items already delivered but not of use to Purchaser, as determined by Purchaser, remains with the Seller. Such items shall then be at the Seller's disposal and they are to be collected or removed by the Seller. The Seller shall immediately refund any payments in respect of such items if already made by the Purchaser before the termination, and in any case not later than 30 days.

- b. In the event of termination due to reasons or defaults by the Seller, the Purchaser may at his option procure from any source, on such terms and in such manner as he deems appropriate, goods not delivered or others of similar description where goods exactly complying are not readily procurable, in the opinion of the Purchaser, which opinion shall be final, at the risk and cost of the Seller and the Seller shall be liable to the Purchaser for any risks and excess cost. The cost of purchases made by the Purchaser at the risk and cost of the Seller shall be worked out after loading 10% overhead / handling charges on the cost of materials and related services procured from alternate source / s. Provided, however, that the Seller shall continue the performance of the Contract to the extent not cancelled or terminated under the provisions of this clause. The Seller shall on no account be entitled to any gain on such re-

purchases by the Purchaser.

- c. Termination of the Contract, from whatever cause arising, shall be without prejudice to the rights of the parties accrued under the Contract up to the time of termination.

25. Force Majeure :-

Notwithstanding anything contained in the purchase order or any other document relevant thereto, neither party shall be liable for any failure or delay in performance to the extent said failures or delays are caused by the “Act of God” and occurring without its fault or negligence, provided that, force majeure will apply only if the failure to perform could not be avoided by the exercise of due care and vendor doing everything reasonably possible to resume its performance. A party affected by an event of force majeure shall give the other party written notice, with full details as soon as possible and in any event not later than three (3) calendar days of the occurrence of the cause relied upon. If force majeure applies, dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order / Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

26. Indemnification :-

Vendor is fully responsible for ensuring that all legal compliances and safety guidelines are followed in course of the contract. Notwithstanding any other clause herein to the contrary, the Seller shall indemnify, hold and save harmless, and defend, at its own expense, the Purchaser, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Seller, or the Seller's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of employee's compensation and products liability. The obligations under this clause do not lapse upon termination of this Contract.

27. Non-waiver of Defaults :-

If any individual provision of the Contract is invalid, the other provisions shall not be affected.

The failure of Purchaser,

- a. To enforce any of the terms and conditions of the Contract.

Or

- b. To exercise any right or privilege granted to Purchaser.

Under the Contract or under law shall not release the Seller from any of the warranties or obligations under the Contract and shall not be construed as a waiver thereof and the same shall continue in full force and effect.

28. Limitation of Liability :-

Vendor's liability towards this contract is limited to a maximum of 100% of the contract value and consequential damages are excluded. However the limits of liability will have no effect in cases of criminal negligence or willful misconduct. The total liability of Vendor for all claims arising out of or relating to the performance or breach of the Contract or use of any Products or Services or any order shall not exceed the total Contract price.

29. Settlement of Disputes :-

Except as otherwise specifically provided in the Purchase Order, decision of BHEL shall be binding on the vendor with respect to all questions relating to the interpretation or meaning of the terms and conditions and instructions herein before mentioned and as to the completion of supplies / work / services, other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the contract, instructions, orders or these conditions or otherwise concerning the supply or the execution or failure to execute the order, whether arising during the schedule of supply / work or after the completion or abandonment thereof. Any disputes or differences among the parties shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration. Vendor shall continue to perform the contract, pending settlement of dispute(s).

30. Arbitration Clause :-

In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred by either party to the sole arbitration of an Arbitrator appointed by the Unit head of Electronics division of BHEL. Vendor shall have no objection even if the Arbitrator so appointed is an employee of BHEL or has ever dealt / had to deal with any matter relating to this Contract. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. It is a term of contract that the party initiating arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The venue for the arbitration shall be Bangalore, India. The award of the arbitrator shall be a speaking award and shall be final, conclusive and binding on all parties to this contract.

- a. The cost of Arbitration shall be borne equally by the parties.

- b. Notwithstanding the existence of any dispute or difference or any reference for the arbitration, the Seller shall proceed with and continue without hindrance the performance of the work under the Contract with due diligence and expedition in a professional manner.

31. Applicable Laws and Jurisdiction of Courts :-

The Contract shall be governed by the substantive laws of India. This contract shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of courts in Bangalore, Karnataka State, India.

32. General Terms:

That any non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents. That the headings used in this agreement are for convenience of reference only. That all notices etc., to be given under the Purchase order shall be in writing, type script or printed and if sent by registered post or by courier service to the address given in this document shall be deemed to have been served on the date when in the ordinary course, they would have been delivered to the addressee.

INSTRUCTIONS TO BIDDERS / SELLERS

A. Scope & Applicability :-

These Instructions along with all the details, terms & conditions in the RFQ and General Conditions of Contract (Document No: BHEL: EDN: SHOP: GCC: Rev00) shall apply for this REQUEST FOR QUOTATION (RFQ) and any resulting Order(s) / Agreement(s).

B. Definitions :-

Throughout the documents referred to in A above the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.

- **The Purchaser** means Bharat Heavy Electricals Limited (a Central Public Sector Enterprise) incorporated under the Companies Act, 1956 having its registered office at BHEL House, Siri Fort, New Delhi-110049, India acting through its Electronics Division / Electronics Systems Division at Bangalore and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
- **The Bidder** means the person, firm, company or organization to whom the RFQ is addressed / submits an offer against such RFQ and shall be deemed to include its successors, representative heirs, executors and administrator as the case may be. It may also be referred to as Seller, Contractor, Supplier or Vendor.

C. General :-

1. All correspondence / clarifications shall be addressed to the contact person given in the RFQ / Purchase Order/Agreement.
2. In case of non-participation in the tender, regret letter with reason shall be sent by the vendor to the purchaser. If a vendor fails to respond against three consecutive tenders for the same item, he will be liable for removal as a registered vendor of BHEL for the item.
3. All timings are Indian Standard Time (IST).
4. Bidders shall not engage the services of the firms banned by BHEL. List of such banned firms is available at website www.bhel.com. Offers of the bidders who are on the banned list/who engage the services of banned firms shall be rejected.
5. Any consultant or consultant firm including any of its affiliates or associates shall not be eligible to participate in tender / s for the related goods or works or services for the same project, for which they were engaged for the consultancy services by BHEL.

6. Agents / Representatives of OEMs / Principals :-

- a. BHEL prefers to deal directly with Original Equipment Manufacturers (OEMs) / Principal for all its purchases. However, if the OEM / Principal insist on engaging the services of an Agent/Representative, such Agent / Representative will be allowed to represent only one OEM / Principal in the same tender. Either the Agent / Representative could bid on behalf of the OEM / Principal or the OEM / Principal could bid directly but not both. Incase bids are received from both the OEM / Principal and the Agent/ Representative, the bid received from the Agent/Representative will be ignored.
- b. Agent/Representative authorized by the OEM/Principal in turn cannot further sub authorize any other firm for submitting the offer or for placement of order.
- c. Valid Authorization letter from the OEM / Principal to quote and negotiate on behalf of OEM / Principal to be submitted by the respective Agent/Representative.

7. The Purchaser Reserves the Right to :-

- a. Cancel / retender the RFQ at any time before placement of Purchase Order / Agreement, without assigning any reason.
- b. Change the quantity to be ordered and the delivery schedule before placement of PO with mutual agreement with the seller.
- c. Adopt any method(s) of bidding including Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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.
- d. Split the quantity in the RFQ among bidders for ordering.
- e. Accept / not accept whole / part of any offer(s).
- f. Accept / Reject any of the counter terms / deviations offered by bidder.
- g. Seek information / clarifications / confirmations relevant to the RFQ from the bidder(s) and fix deadlines for furnishing of the same by the bidder(s) and not to consider the offer(s) of such bidder(s) for further processing who fail to provide such information / clarifications / confirmations within the deadline fixed.
- h. Negotiate with the L1 bidder.
- i. Take necessary action as per prevalent BHEL Policy, with regard to the bidder(s) / vendor(s) who is/are :-
 - (i) Non-responsive.
 - (ii) Found to have been involved in unfair practices / actions contrary to business ethics /actions restricting competition.
 - (iii) Withdrawing offers after opening of Part I bid / s.

D. Guidelines for Making the Offer :-

1. Separate offer in English language addressed to the Purchase Executive shall be made for each RFQ in Single part/two parts/three parts as indicated in the RFQ.
2. a) **Single Part Bid:** Complete offer i.e., techno commercial bid and price bid to be made in single part. Offer shall be placed in a sealed envelope superscribed with RFQ No & Due Date.
b) **Two Part Bid :** Offer shall be made in two parts as detailed below:
“Techno-commercial Bid (Part I Bid) placed in a sealed envelope super scribed with RFQ No , Due date & “Techno Commercial Bid (Part I Bid)” & “Price Bid (Part II Bid)” placed in a separate sealed envelope superscribed with RFQ No, Due Date & “Price Bid (Part II Bid)”. Both the sealed envelopes shall be placed in another sealed envelope superscribed with RFQ No & Due date
c) **Three Part Bid:** Offer shall be made in three parts as detailed below:
“Pre-Qualification Bid (Part I Bid)” in a sealed cover superscribed with RFQ No, Due Date and “Pre-Qualification Bid (Part I Bid)” , “Techno-commercial Bid (Part II Bid)” placed in a separate sealed envelope super scribed with RFQ No , Due date & “Techno commercial Bid (Part II Bid)” & “Price Bid (Part III Bid)” in another separate sealed envelope superscribed with RFQ No, Due date and “Price Bid (Part III Bid)”. All the three sealed envelopes shall be placed in another sealed envelope superscribed with RFQ No & Due date.
3. Offers for RFQs on EPS (E-Procurement System) shall be made only on the template on EPS portal. All documents as required shall be uploaded on the portal.
4. Offer shall be in accordance with and complete in all respects with regard to the requirements of the RFQ.
5. Offers of Vendors who already have a valid Technical/Commercial MOU with BHEL-EDN for the items of the RFQ shall mention the relevant MOU reference No and give only such other details not covered in the MOU.
6. Corrections / overwriting shall be avoided. Corrections if any shall be respectively incorporated in all the bids (part-I / II / III i.e, Prequalification Bid / Techno-commercial Bid/ Price Bid) as applicable and shall be duly authenticated at each instance of correction by the authorized signatory with name and designation.
7. Offer shall have a minimum validity period of 90 days from the due date of the RFQ.
8. Please refer Clauses E and F below for Standard Commercial Terms and commercial deviations and loading of offers.
9. Bidders to be considered as Micro and Small Enterprises (MSEs) are required to submit the documents as per **Annexure I**.
10. **Non acceptance/deviations if any to the terms and conditions of the RFQ shall be clearly and explicitly mentioned in the offer, otherwise it will be treated that all the terms and conditions of the RFQ are accepted by the bidder in total.**
11. **Pre-Qualification Bid:** Shall have all details required as per RFQ along with documents as applicable.
12. **Techno Commercial Bid:**
 - a. Shall include BHEL material code and description as per RFQ and details of the item offered including make/model/part no along with relevant documents like drawings/data sheets/catalogs/BOMs etc. as applicable.
 - b. Commercial terms such as delivery period, delivery terms, payment terms, taxes and duties as applicable. Delivery quoted shall be earliest firm in terms of no of days/weeks/months from the date of PO/Drawing Approval/Manufacturing clearance as applicable. It is recommended to avoid delivery terms such as ‘ex-stock’, ‘subject to prior sale’ or ‘delivery at the earliest’, ‘subject to release of PO within ----- period’ and ‘delivery range eg X-Y weeks’.(Please Refer Clause 15 of General Conditions of Contract (Document No: BHEL: EDN: SHOP: GCC: Rev00) is applicable for delayed deliveries)
 - c. In case the bidder quotes for imported material to be supplied directly to BHEL / Destination, the minimum amount of CVD that will be passed on to BHEL for availing CENVAT credit to be indicated.
13. **Price Bid:**
 - a. Most competitive price(s) to be quoted.
 - b. Shall include Price details such as currency ,item unit price, total price, discounts if any, packing forwarding charges ,freight, insurance , taxes and duties indicating the nature(eg ED, Cess, VAT) as applicable.
 - c. **Quoted price(s) shall be FIRM and valid till the complete execution of Purchase Order / Agreement, except where price variation is specifically included in RFQ terms in which case the price(s) quoted shall be in accordance with the price variation formula given in the RFQ.**
 - d. Prices in both figures and words to be indicated.
 - e. Applicable documents shall be submitted to the purchaser at the time of supply for availing CENVAT/VAT credits.
 - f. The price quoted against each item shall be for units stated in the RFQ. Where quotation is in terms of a unit other than that in the RFQ, relationship between the two units shall be clearly brought out.
 - g. Registration details of the bidder such as TIN number, ECC number, KVAT / CST / GST / Service Tax Number as applicable shall be mentioned (applicable for bidders within India).

E. Purchaser's Standard Commercial Terms :-

1. Unless specified otherwise in the RFQ , following are the Purchaser's standard commercial terms:-

Sl No	Description	For Purchase within India	For Foreign Purchase(Direct Imports)
i	Delivery Terms	<u>For High Sea Sales(HSS) :-</u> CIF Destination Airport (Name of Airport as given in the RFQ) <u>For other than HSS :-</u> Door Delivery to BHEL Stores ,Bangalore with Freight and Insurance paid	FCA International Gateway Airport (For shipment by air, Refer Annexure II for details) OR FOB Sea Port (for shipment by sea)
ii	Payment Terms	<u>100% direct payment with 45 days credit from the date of :</u> a) Receipt of material for Door delivery BHEL stores b)Receipt of complete set of documents for High Sea Sales c)Invoice for Ex-works delivery	100% against sight draft with 45 days credit on negotiation of complete set of documents
iii	Reckoning of Delivery Date	<u>For Door Delivery at BHEL Stores:-</u> Date of receipt of material at BHEL Stores. <u>For High Sea Sales(HSS) :-</u> Date of receipt of complete set of High Sea Sales documents <u>For Delivery Terms of Ex-works /Negotiation of Documents Through Bank:-</u> Date of invoice <u>Where Pre Shipment Inspection at seller's works is applicable :-</u> Inspection call for the date on which material is ready for inspection supported with documents such as TC's/ COC's as applicable.	<u>For Delivery Terms of Ex-works :-</u> Date of invoice <u>For Delivery Terms of CIF/CIP/ FCA / FOB</u> Date of House Airway Bill(HAWB) / Bill of Lading / Date of receipt by BHEL's Freight Forwarder whichever is earlier
iv.	Penalty for Delayed Delivery	As per clause 15 of General Conditions of Contract (DOC .NO.BHEL :EDN:GCC-SHOP:REV:00)	
v	Cancellation/ Termination of Contract & Risk Purchase	As per Clause 24 of General Conditions of Contract (DOC.NO.BHEL:EDN:GCC – SHOP :REV:00)	

2. When Bank Guaranty (BG) is applicable as per RFQ terms, the same shall be from any one of the BHEL Consortium of Banks (Refer **Annexure III**) in the prescribed format as per **Annexure IV**. The bank Guarantee shall be sent directly to BHEL by the issuing bank.

F. Commercial Deviations / Offered Terms & Loading of Offers :-

Unless specified otherwise in the RFQ and if the Purchaser decides to accept offers with deviations in respect of the standard commercial terms given at Clause No. E1 above, such offers will be subjected to loading on the **quoted basic material value** as detailed below:-

Sl No	Deviation on	Nature of Deviation / Offered Terms	Loading %
i	Delivery Terms	For purchase within India :- Other than SI No.1 (i) of clause E above.	10
ii.	Payment Terms	For purchase within India :- 1) Payment against delivery/Proforma payment against receipt of material	15
		2) Payment against documents through bank – Delivery of material on production of consignee copy of LR	15*
		3) Credit period less than 45 days, but not less than 15 days.	10
		4) Payment against documents through bank with consignment door delivered to BHEL stores (without consignee copy of LR) and 45 days credit period.	2*
		For foreign purchase :- 1) Payment through At Sight Letter of Credit	10
		2) Payment through Letter of Credit with usance credit of 45 days	5
		3) Sight Draft with credit period less than 45 days	5
iii	Penalty for Delayed Delivery	1) Non – Acceptance	10
		2) Partial Acceptance (X%)	(10 – X)

* All bank charges shall be to seller's account. If bank charges of BHEL banker are to BHEL's account then **additional loading of 2% on the quoted basic value** is applicable.

NOTE: Offer/ s with payment terms other than the standard payment terms indicated at E1(ii) or Deviated Payment Terms with loading indicated at F(ii) above are liable for rejection.

G. Submission of Offers:

Offers shall be submitted as indicated below **within the due date and time** indicated in the RFQ/Any subsequent change intimated by Purchaser.

Sl No.	Offer For	Mode of Submission
i	RFQs on EPS	Shall be made on the EPS (e-Procurement System) portal in line with the instructions given therein. Notes : a) To quote for the RFQs published through EPS vendors should have class III, 2048 Bit digital signature certificate (DSC) for both encryption and signing obtained from Certifying Authority (CA) authorized by Govt. of India through their Licensed Registering Authority (LRA). b) All required documents shall be uploaded before due date and time. Availability of power, internet connectivity, etc. is the sole responsibility of the bidder. Assistance required if any, may be availed from the Seller's Manual available on EPS portal of BHEL/ help line numbers of BHEL's Service Provider
ii	Other RFQs	Shall be dropped in the appropriate tender box as per details given in the RFQ OR May be Sent through post/courier/Fax/Email/EDI to the Purchase Executive/Fax No/Email ID indicated in the RFQ * * Bidders may adopt this mode at their own risk. The Purchaser does not own any responsibility / liability for delays in receipt / loss of secrecy of such offers. Such offers shall be received well in advance to enable them to be dropped in the tender box in time.

NOTE :

OFFERS RECEIVED BEYOND DUE DATE AND TIME WILL NOT BE CONSIDERED

H. Processing of Offers Received:

1. Only offers received in the mode and within the due date and time indicated in RFQ will be considered for processing.
2. The following offers may not be considered for processing
 - a) Incomplete
 - b) Conditional
 - c) With deviations other than listed in clause F above
3. If non acceptance to any of the terms & conditions of the RFQ or deviations if any are not clearly mentioned in the offer, it will be treated that all the terms & conditions of the RFQ are accepted by the bidder in total.
4. If offer is revised within the due date and time of the RFQ on e-Procurement System, latest will be available for processing. In other cases the latest offer will be considered for processing only when there is a clear indication of the same, otherwise BHEL reserves the right to consider/not consider any of the offers received.
5. **For offers on EPS, in case of any contradictions/inconsistency between the offered details on the bid template and those in the attachments, the offered details on the bid template only will be considered.**
6. If a range is given for delivery, longest duration in the given range will be considered as the quoted delivery. If any drawing / sample / technical datasheets/Quality Assurance Plan approval or Manufacturing Clearance by Purchaser is involved the quoted delivery will be considered from the date of such Approval / Clearance by the Purchaser. Bidder to clearly indicate the time (in terms of no of days / weeks from the date of PO) for submission of such Drawings /Data Sheets/ Samples/QAP to the Purchaser.
7. Changes in offer (Impact Bid)/Discounts or revised offers given after opening of Part-I bid will not be considered unless the same is sought by the Purchaser due to any change(s) in technical scope and / or specifications and / or commercial terms & conditions. In case of withdrawal of any Technical/Commercial deviation(s) by the bidder before opening of price bids, revision of price/impact bid will not be considered.
8. Any discount on the already submitted offer by the bidder on its own will be considered provided it is received on or before the due date and time of offer submission and clearly mentions "Discount offer to be considered along with the original offer "(on the envelope also). The discount will be applied on pro-rata basis to all the items unless mentioned otherwise by the bidder.
9. In case of two / three part bids, price bids of the techno-commercially accepted offers, only will be opened on a subsequent date, with prior intimation.
10. Offers considered with commercial deviations will be subject to loading as per clause F above.
11. In case BHEL decides to go for Reverse Auction Guidelines as **per Annexure V** are applicable. Only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "**online sealed bid**" in the Reverse Auction. Non submission of "**online sealed bid**" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. In case BHEL decides **NOT to adopt Reverse Auction** method of bidding, the sealed price bids and price impacts if any, of all the techno commercially qualified bidders already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Evaluation of Price bids will be done on the basis of "**Total Cost to Purchaser**" taking into consideration:
 - d) Basic material value, taxes and duties, packing and forwarding charges, freight and insurance, any other costs and loading for deviations if any, as applicable.
 - e) CENVAT/MODVAT/VAT credit benefits available to BHEL.
 - f) Calculated costs of freight, insurance and clearance charges as applicable, for foreign purchases.
 - g) RFQ item wise prices unless specified otherwise in the RFQ terms.
 - h) The offered quantity if offered quantity is more than the RFQ quantity
 - i) For offers in foreign currency, the exchange rate (TT selling rate of State Bank Of India (SBI)) will be taken as under :-

Single Part Bids: -

Date of tender opening

Two / Three part bids / Reverse Auction: -

Date of Part-1 bid opening

If the relevant day happens to be a bank holiday then the FOREX rate (TT selling rate) as on the previous bank (SBI) working day will be taken.

13. Any typographical error, totaling mistakes, currency mistake, multiplication mistake, summing mistakes etc. observed in the price bids will be evaluated as per Clause 11.2.3 "Non-conformities between the figures and words of the quoted prices" of "Manual on Policies & Procedures for purchase of goods" issued by Ministry of Finance / Government of India.(Refer **Annexure VI**). BHEL's decision will be final in this regard.
14. Ranking (L-1, L-2 etc.) will be done only for the techno-commercially accepted offers.
15. Purchase Preference for MSE Vendors will be considered as per **Annexure VII**.

I. Despatch, Invoicing and Documentation :-

1. All goods shall be consigned to the Consignee details as given in the Purchase Order.
2. Quantity of goods in invoice / delivery challan shall tally with the goods delivered.
3. For delivery terms Ex-Works, the Seller shall intimate the readiness of goods to BHEL/BHEL's authorized freight forwarder/BHEL's authorized transporter and the goods shall be handed over to the BHEL's authorized freight forwarder/BHEL authorized transporter / agency assigned by BHEL. Goods can also be despatched as mutually agreed between BHEL and Seller.
4. Packing shall be road / rail / air / sea worthy as applicable for adequate protection against transit damages.
5. **Delivery timings at BHEL stores(On all working days) :-**
09.00 AM to 03.00 PM (Monday to Friday)
09.00 AM to 11.00 AM (Saturday)
Deliveries other than the timings indicated shall be done with prior permission from the purchase executive.
6. The invoice shall be in accordance with the PO duly supported with documents as called in the PO and shall contain the following details :-
BHEL PO No and PO Item no., BHEL material code and description, Quantity, Vendor's name, Address.
7. The rates shall be as per applicable PO rates. Indicate the basic rate, duties & taxes as applicable along with Vendor TIN number (applicable for dispatches from within India).
8. For issue of "C" Forms duly filled up format as per **Annexure VIII** shall be sent to email id: **cform@bheledn.co.in**.
9. **Documents :-**
Seller shall arrange to send the documents as applicable as per **Annexure IX** to the Purchaser, along with dispatch of goods. Any addition / exclusion to such documents shall be as specified in the Purchase Order.

J. Information on Processing of Payment :-

1. All direct payments will be made through Electronic Fund transfer (EFT). Vendor shall furnish e-payment particulars duly authenticated by their respective Bankers as per BHEL standard format (Refer **Annexure X**), if not registered with the purchaser earlier.
2. In case of High Sea Sales and Foreign Purchases, customs clearance of the consignment landed on Indian Sea / Air ports will be done by BHEL based on the original documents provided by Seller. All warehousing charges due to delay in submission of complete and or correct documents to BHEL may be charged to Seller's account.
3. Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case Seller does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.
4. Bills/Invoices will be processed for payment only if they are complete in all respects, correct and supported with relevant documents as applicable. Any delays in this regard will result in consequent delays in payment.

ANNEXURE - I
LIST OF INTERNATIONAL GATEWAY AIRPORTS

SCHEDULE NO	COUNTRY	CURRENCY CODE	AIRPORT
D01	UK	GBP	LONDON (HEATHROW)
D02	UK	GBP	NEW CASTLE
D03	UK	GBP	OXFORD. CHETLAM
D04	UK	GBP	BRISTOL. WELLINGBOROUGH
D05	UK	GBP	BIRMINGHAM
D06	UK	GBP	EAST MIDLANDS
D07	UK	GBP	MANCHESTER
D08	UK	GBP	LEEDS
D09	UK	GBP	GLASGOW
D10	FRANCE	EURO	PARIS (ROISSY) & LYON
D11	SWEDEN	EURO	STOCKHOLM
D12	SWEDEN	EURO	GOTHENBERG & MALMO
D13	ITALY	EURO	ROMA, MILAN
D14	ITALY	EURO	TURIN, BOLOGNA, FLORENCE
D15	NETHERLANDS	EURO	AMSTERDAM, ROTTERDAM
D16	AUSTRIA	EURO	VIENNA, LINZ, GRAZ
D17	BELGIUM	EURO	ANTWERP, BRUSSELS
D18	DENMARK	DKK	COPENHAGEN
D19	JAPAN	JPY	TOKYO, OSAKA
D20	SINGAPORE	SGD	SINGAPORE
D21	CANADA	CAD	TORONTO
D22	CANADA	CAD	MONTREAL
D23	USA	USD	NEW YORK, BOSTON
D24	USA	USD	CHICAGO
D25	USA	USD	SAN FRANCISCO, LOS ANGELES
D26	USA	USD	ALANTA, HOUSTON
D27	GERMANY	EURO	MUNICH, KOLN, DUSSELDORF, HANNOVER, HAMBURG, STUTTGART, DAMSTADT, MANIHIEM, NURUMBERG
D28	GERMANY	EURO	FRANKFURT
D29	GERMANY	EURO	BERLIN
D30	SWITZERLAND	SFR	BASLE, ZURICH, GENEVA
D31	SPAIN	EURO	BARCELONA
D32	AUSTRALIA	AUD	SYDNEY
D33	AUSTRALIA	AUD	MELBOURNE
D34	AUSTRALIA	AUD	PERTH
D35	CZECH	EURO	PRAGUE
D36	HONG KONG	HKD	HONG KONG
D37	NEW ZELAND	NZD	AUCKLAND
D38	RUSSIA	USD	MOSCOW
D39	SOUTH KOREA	USD	KIMPO INTERNATIONAL, INCHEON
D40	FINLAND	EURO	HELSINKI
D41	ROMANIA	EURO	BUCHAREST
D42	NORWAY	EURO	OSLO
D43	IRELAND	EURO	DUBLIN
D44	ISRAEL	USD	TEL AVIV
D45	UAE	USD	DUBAI
D46	OMAN	USD	MUSCAT
D47	EGYPT	USD	CAIRO
D48	TAIWAN	USD	TAIPEI
D49	UKRAINE	USD	KIEV
D50	CHINA	USD	SHANGHAI, SHENZHEN
D51	PHILIPINES	USD	MANILA
D52	MALAYSIA	USD	KUALALUMPUR, PE NANG
D53	CYPRUS	USD	LARNACA
D54	SOUTH AFRICA	USD	JOHANNESBERG, DURBAN
D55	SLOVAKIA	EURO	BARTISLOVA
D56	SAUDI ARABIA	SAR	RIYADH
D57	TURKEY	EURO	ISTANBUL
D58	THAILAND	USD	BANGKOK
D59	BRAZIL	USD	SAO PAULO, RIO DE JANEIRO

ANNEXURE-II
GUIDELINES FOR REVERSE AUCTION PROCEDURE

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 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, 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’s 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.

ANNEXURE-III

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (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 _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the '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 Contractor having agreed to provide a Contract Performance 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 a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

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 Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto 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 contractors/supplier shall have no claim against us for making such payment.

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 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 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 Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said 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 Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁶ 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 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 the⁷ 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.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ 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 PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. 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 (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

ANNEXURE- IV

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.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units/regions intranet.

ANNEXURE-V
BHEL MEMBER BANKS (LIST OF CONSORTIUM BANKS)

BANK GUARANTEE (BG) SHALL BE ISSUED FROM THE FOLLOWING BANKS ONLY:

	Nationalised Banks		Nationalised Banks
1	Allahabad Bank	19	Vijaya Bank
2	Andhra Bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign Banks
5	Corporation Bank	21	CITI Bank N.A
6	Central Bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Ltd. (HSBC)
8	Indian Overseas Bank	24	Standard Chartered Bank
9	Oriental Bank of Commerce		
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private Banks
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC Bank
15	State Bank of Travancore	30	Kotak Mahindra Bank Ltd
16	UCO Bank	31	ICICI Bank
17	Union Bank of India	32	IndusInd Bank
18	United Bank of India	33	Yes Bank

Note:

- All BGs must be issued from BHEL consortium banks listed above.
- BHEL may accept BG from other Nationalised Banks also which are not listed above.
- BG will not be accepted from Scheduled Banks and Co-operative Banks.
- In case BG is issued from a bank located outside Indian territory and is issued in foreign currency, the BG must be routed through and confirmed by any one of the above mentioned consortium banks or any of the Indian Public Sector Banks.
- This list is subject to changes. Hence vendors are requested to check this list every time before issuing BGs.

DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID

Following guidelines will be followed in case of discrepancy in words & figures-quoted in price bid:

- (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 to (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.

BENEFITS FOR MSE SUPPLIERS AS PER MSMED ACT 2006 AND PUBLIC PROCUREMENT POLICY 2012

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of Acknowledgement in EM II).

Or

Valid NSIC certificate or EM II certificate along with attested copy of CA certificate (Format enclosed: ANNEXURE VIII) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited).

Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid).

Non-submission of such documents will lead to consideration of their bid at par with other bidders.

No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer.

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 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.

The above investment of Rs. Lacs in 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/yy) 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

In case of intrastate movement i.e. supply within same state and VAT is applicable, the vendor shall furnish the respective BHEL's nodal agency TIN no. and address in their invoice.

List of Statewise Nodal Officers with Contact Details

Region	State	Nodal Unit responsible for all other units except those in column 4	Contact Details- Landline No.	E-mail	TIN No.	CST No.
1	2	3		7	8	9
Norther States	Jammu & Kashmir	PSNR	0120-2510488/2416452	rahulb@bhhelpsnr.co.in / a.chadha@bhhelpsnr.co.in	01291101313	
	Himachal Pradesh	PSNR			02011000622	
	Punjab	PSNR			03451148722	
	Haryana	PSNR			06962606884	
	Rajasthan	PSNR			08232903345	
	Uttar Pradesh	PSNR	0120-2416536	rahulb@bhhelpsnr.co.in / smittal@bhhelpsnr.co.in	09365800914	
	Uttarakhand	Hardwar	01334-285449	alok@bhelhwr.co.in	05001757277 Dated 30th Sep 2005	5000030 Dated 13/03/1965
	Delhi	TBG	0120-6748429	skiindal@bhel.in	07472001760	07472001760
Western States	Madhya Pradesh	Bhopal	0755-2503231	meeta@bhelbpl.co.in	23573600001 (HEL/05/01/0001/S dated 15/11/1979 under MPCT)	HEL/05/01/0004/C dated 15/11/1979
	Chattisgarh	PSWR	0712-3048609	m Gupta@bhhelpswr.co.in	22173202974	
	Gujarat	PSWR	0265-2370321	bhavin@bhhelpswr.co.in	24190101571	
	Maharashtra	ROD Mumbai	022-22126061/22187850	mahajani@bhel.in	27060300130V	27060300130C
	Daman & Diu	EDN	080-26998724 / 26998830	theerthagiri@bheledn.co.in	25000009902	
Southern States	Orissa	PSSR	044-28286773	sparida@bhhelpssr.co.in / lakshmi@bhhelpssr.co.in	21031301916	
	Tamil Nadu	Trichy	0431-2577757/ 2577229	msrao@bheltry.co.in / bharaths@bheltry.co.in	33243560005	239383 dt.11.6.91
	Kerala	PSSR	044-28286773	lakshmi@bhhelpssr.co.in	32072043622	
	Karnataka	EDN	080-26998724 / 26998830	theerthagiri@bheledn.co.in	29180069268	00850081
	Telangana	HPEP RC, Puram	040-23185406/ 040-23182238	chand@bhelhyd.co.in / sbsv@bhelhyd.co.in	36360151179	
	Andhra Pradesh	HPVP, Vizag	0891-6681298	sarmaass@bhbpvl.com	37418632431	
	Puducherry	PSSR				
Eastern States	West Bengal	PSER	033-23216130-3238	amitavac@bhhelpser.co.in	19200936019	19200936213
	Bihar	PSER	0612-2231275	rakesh@bhhelpser.co.in	10010994046	10010994046
	Jharkhand	PSER	06549-266351(Sh. Parmanand Swaroop)/06534-292179 (Sh. K.K. Ajeet)	pswaroop@bhhelpser.co.in (Bokaro) kk.ajit@bhhelpser.co.in (Koderma/Abhijeet/North Karanpura) manishk.jain@bhhelpser.co.in (Chandrapura)/ kpsubbu@bhhelpser.co.in	20352205642 (Bokaro) 20082005255 (Maithon) 20512405410 (Koderma) 20122200394 (Chandrapura) 20620905730(Adhunik) 20650507026(Abhijeet) 20452110016 (North Karanpura)	TG-729(C)
	Mizoram	PSER	033-23216130-3249	anindya@bhhelpser.co.in	15501465017	
	Arunachal Pradesh	PSER	033-23216130-3249	anindya@bhhelpser.co.in	12020122182	Not Applied
	Assam	PSER	033-23216130-3249	anindya@bhhelpser.co.in	18790101415	18179903204
	Tripura	PSER	03821-265209	mkmahato@bhhelpser.co.in	16060947071	16060947273
	Sikkim	PSER				
	Meghalaya	PSER				
	Manipur	PSER				
	Nagaland	PSER				

REQUEST FOR C FORM

NAME OF VENDOR :

VENDOR CODE ALLOTTED BY BHEL :

E mail id for c form correspondence :

BHEL PO NO	INVOICE NO	INVOICE DATE	INVOICE AMOUNT	SUPPLY FROM - STATE	SUPPLY TO - STATE	CST TIN NUMBER (SUPPLIER)	INVOICE AMOUNT EXCLUDING FREIGHT	C FORM QTR	YEAR	SUPPLY TO BHEL EDN / SITE
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Please note that one 'C' form will be issued for a quarter.

Any modification and cancellation of c form is not possible from our end since it is generated online therefore include all invoices pertaining to quarter in your request
Also check the data are correct in all respect

General Instruction:

1. C form request should be given only in this file.
2. Amount should be 100% of Invoice value but should Not include freight, Insurance etc.
3. PO No. should be numeric, starting with 4 and has 10 digits
4. For every quarter separate file to be provided
5. All Invoices pertaining to the relevant quarter to be included.
6. No corrections will be entertained once c-form is issued.

**Electronic Funds Transfer (EFT) OR
Paylink Direct Credit Form**

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): _____ CREATE _____ CHANGE

BHEL Vendor / Supplier Code:	
Company Name :	
Permanent Account Number(PAN):	
Address	

City: _____	PINCODE _____	STATE _____
-------------	---------------	-------------

Contact Person(s)	
Telephone No:	
Fax No:	
e-mail id:	

1 Bank Name:	
2 Bank Address:	
3 Bank Telephone No:	
4 Bank Account No:	
5 Account Type: Savings/Cash Credit	
6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank	
7 Bank swift Code(applicable for EFT only)	
8 Bank IFSC code(applicable for RTGS)	
9 Bank IFSC code(applicable for NEFT)	

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B 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.
- C This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:

Designation:

Telephone NO. with STD Code

Company Seal

Bank Certificate

We certify that _____ has an Account No _____ with us and we confirm that the bank details given above are correct as per our records.

Date: _____ (.....)

Place: _____ Signature _____

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

In case of any Query, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx