# Bharat Heavy Electricals Ltd.,

(A Government of India undertaking)

**Electronics Division**

PB No.2606, Mysore Road, Bangalore-560026, India

Sealed quotations are invited under two part bid system for manufacturing and supply of 156.75 mm Multi solar cell as per BHEL technical specifications.

| | |
|---|---|
| RFQ NO and date | MDSSCPV018 dated 12.10.2017 |
| RFQ due date & time | 03.11.2017 up to 13.00 hrs (IST) |
| Date, Time & Venue of Part-I Bid Opening | 03.11.2017 after 13.30 hrs (IST)<br>New Engineering Building 2nd Floor<br>Bharat Heavy Electricals Limited<br>PB NO 2606, Mysore road,<br>Bangalore-560 026. INDIA |
| Date, Time & Venue of Price Bid opening | Will be intimated later for technically accepted vendors |
| Address for Communication & Contact Person in BHEL | Mr. Muhammed Shakir/<br>Mr. Ramachandra,<br>SC&PV MM Department,<br>BHEL Elecrtronics Division,<br>PB NO 2606, Mysore road,<br>Bangalore-560 026. INDIA<br>Email: muhammedshakir@bheledn.co.in,<br>ramachandra@bheledn.co.in<br>Telephone number: +91 80 26989665,<br>+91 80 26998476 |
| Name and address of the Independent External Monitor for this tender | **Mrs. Pravin Tripathi, IA & AS (Retd.)**<br>D-243, Anupam Gardens, Lane IB, Neb Sarai,<br>Sainik Farms, New Delhi – 110 068<br>pravin.tripathi@gmail.com |

# REQUEST FOR QUOTATION

MMI:PU:RF:003

BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division
PB No. 2606, Mysore Road Bangalore - 560026
INDIA

RFQ NUMBER:
MDSSCPV018

RFQ DATE :
12.10.2017

Due Date/Day: 03.11.2017 FRI
Time : 13:00 HRS
Tender Box : Reception Area
Opening Venue:
NEW ENGG. BLDG

(address for communication) :

(for all correspondence)
Purchase Executive : MUHAMMEDSHAKIR M K
Phone :
Fax :
E-mail: muhammedshakir@bheledn.co.in

| Sl No. | Description | Qty | Unit | Delivery qty | Delivery Date |
|---|---|---|---|---|---|
| 1 | PV0679038639 PV cell 156.75 mm Multi 4.52 W<br>* HSN/SAC : 9032<br>Doc No.- PS439381 Rev - 00<br><br>Multicrystalline PV cell 156.75 mm<br>Power rating: >=4.52 Watts<br>No of bus bars: 4<br>Ref spec PS-439-381 | 7,000,000 | NO | 7,000,000 | 24.12.2017 |

Total Number of Items - 1

---

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-PO Terms & Conditions)**
b)GENERAL CONDITIONS OF CONTRACT FOR PURCHASE(Doc no :BHEL:EDN:GCC-SHOP) available at **www.bheledn.com (RFQ-PO 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 .
* The HSN/SAC no mentioned against the line items in the RFQ are indicative only.

For and On behalf of BHEL.

MUHAMMEDSHAKIR M K
Semiconductors & Pho

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It must not be used directly or indirectly in anyway detrimental to the interest of the company

# ITEM: 156.75 mm FULL SQUARE MULTI CRYSTALLINE SILICON SOLAR CELLS WITH 4-BUSBARS – 4.52 Watts

## 1.0 PHYSICAL CHARACTERISTICS

1.1 MATERIAL : Multi Crystalline Silicon.

1.2 DIMENSIONS : 156.75 ± 0.25 mm (Side to Side)

1.3 SHAPE : Square

1.4 THICKNESS : 200 ± 20 microns

1.5 METALISATION : Front – Silver
Back – Silver busbars with Aluminum BSF.
**Number of Bus bars: Four (Front and Back)**

1.6 AR Coating : PECVD Silicon Nitride (Blue color)

## 2.0 ELECTRICAL CHARACTERISTICS

2.1 POWER OUTPUT (Pmax) : ≥ **4.52 Watts**

2.2 SOLAR CELL EFFICIENCY : ≥ 18.4%

2.3 VOLTAGE AT MAX.POWER POINT : 540 mV (Typical)

2.4 OPEN-CIRCUIT VOLTAGE : 640 mV (Typical)

2.5 SHORT-CIRCUIT CURRENT : 8.80 A (Typical)

2.6 FILL FACTOR : 0.79 (Typical)

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**3.0 VISUAL CHARACTERISTICS** :

3.1 Cells shall not have any edge chips or cracks or deep scratches on the surface.

3.2 Cells shall not have any misalignment (of bus-bars) on the either surface. Cells must have precise printing & superior silver contacts for ease of automatic soldering.

3.3 Cells shall not have any finger prints or stains or paste smudges on either surface.

3.4 Cells shall have homogenous Silicon Nitride coating. There shall be no colour variations.

**4.0 Soldering Ability :**

The solar cells shall have exceptional interconnect/ribbon adhesion strength (solder peel strength ≥1.5 N).

**5.0 PACKING CONDITIONS**

5.1 Cells shall be packed tightly with heat shrinkable sleeves or polythene / polypropylene sachets. Sachets shall be packed in foam / carton boxes with soft pads on both ends or in polyethylene foam packing to absorb transit handling shocks. The final packing of the individual carton boxes shall be in an **outer sealed plywood box.**

5.2 Manufacturer name, Cell type, lot number, wattage / efficiency, quantity, date of manufacture to be identified on each sachet. Total quantity of cells in each carton and plywood box to be displayed.

**5.3 One Carton Box will contain same efficiency solar cells. Also, one crate / pallet will contain carton boxes of same efficiency solar cells.**

5.3 Certificate of Conformance (COC) shall be provided along with each consignment.

5.4 BHEL Purchase Order (PO) Number and Item Description to be mentioned on the outer sealed plywood boxes.

**6.0 SAMPLING SIZE FOR INSPECTION AT BHEL**

6.1 Visual Inspection, Dimensional & Electrical Measurement:
Single Sampling Plan as per IS:10673-1983, Special Inspection Level S-4, AQL 1.0.

6.2 Solder peel strength : 2 nos. of cells per lot

**RFQ No. : MDSSCPV018 dated 12.10.2017**
**Supplier Name :**
**Offer Ref :**

## Contact Deatails

| |
|---|
| **Registered Office:-**<br>Address :<br><br>Telephone No. :<br>Email : |
| **Manufacturing plant:-**<br>Address :<br><br>Telephone No. :<br>Email : |
| **Contact person :-**<br>Name:<br>Office Address :<br><br>Telephone No. :<br>Mobile No. :<br>Email : |
| **Contact person in India (if any) :-**<br>Name:<br>Office Address :<br><br>Telephone No. :<br>Mobile No. :<br>Email : |

**Signature of Tenderer with Seal**

## Pre Qualification Criteria

| | Particulars | Bidder's Confirmation |
|---|---|---|
| 1 | Original solar cell manufacturers are only eligible to participate in the tender. | Name of original Solar Cell manufacturer, complete address & contact details with email address, website. |
| 2 | Vendor should have a minimum of 200 MW/annum in-house multi crystalline silicon solar cell manufacturing capacity. | Multi-crystalline silicon solar cell manufacturing capacity in MW/annum: _____ |
| 3 | Vendor should have supplied at least 1.0 million pieces of 156/ 156.75 mm multi crystalline silicon solar cells to reputed PV module manufactures located in India/other than country of origin of solar cells, during the period from 01.01.2016 to 30.09.2017. | Documentary evidence to be provided |
| 4 | Price variation clause will be applicable for the unit rate in PO to take care of market trend in solar cell price. The unit price in PO will be varied as the variations in the average price of **156 mm Multi Solar Cell**, as per www.pvinsights.com, displayed under the heading "**Solar PV Cell Weekly Spot Price**". The reference price will be average price of 156 mm Multi Solar Cell as on Techno-commercial bid opening date. The unit rate in PO will be allowed to vary (increase/ decrease) for each lot of supply, in the ratio of 1:1 for variations (increase/ decrease) in average price of 156 mm Multi Solar Cell prevailing on invoice date with respect to the reference price. | Please confirm. |

**Signature of Tenderer with Seal**

**Techno-Commercial bid**

**RFQ No. : MDSSCPV018 dated 12.10.2017**
**Supplier Name :**
**Offer Ref :**

| TECHNICAL | | |
|---|---|---|
| **Sl. No.** | **Particulars** | **Bidder's Confirmation** (Acceptable / Not Acceptable) Please indicate deviations, if any. |
| 1. | **Multi Solar Cells as per BHEL Technical Specification** Multi Crystalline Silicon Solar Cells offered shall comply as per BHEL Technical Specification PS439381 Rev 00 with a minimum wattage of 4.52 Watts per Cell and with 4 bus bars. | Please confirm |
| 2. | **Certificate of conformance** to be issued for each lot mentioning wattage and dimensions of cells. The **Certificate of conformance** shall mention BHEL Purchase Order Number and quantity supplied. | Please confirm |
| 3. | **Solar Cell Wattage Required:** 4.52 watts (minimum) The complete technical information, solar cell pattern and catalogue shall be given for the quoted solar cell | Solar Cell Wattage Quoted: |
| 4 | Supplier shall replace visually defective solar cells (broken, chips, paste smudges, mis-prints, mis-alignment,etc.) found during opening of the PV cell packets at the time of actual use at BHEL. | Undertaking letter to be provided |
| 5. | **PID free Cells:** BHEL require PID free cells to be supplied against the tender. The PV cells offered shall be PID (Potential Induced Degradation) free | Please confirm |

**Signature of Tenderer with Seal**

| COMMERCIAL | | |
|---|---|---|
| **Sl. No.** | **Particulars** | **Bidder's Confirmation**<br>(Acceptable / Not Acceptable)<br>Please indicate deviations, if any. |
| 1 | **Currency of offer:**<br>Please specify the currency of your offer | |
| 2. | **Terms of Payment** | |
| | **i) For Foreign Vendors**<br><br>a) 100% against sight draft with 45 days Credit<br><br>b) 100% usance LC with 45 days credit<br><br>c) 100 % LC at sight<br><br>d) Any other terms<br>( Please specify clearly)<br>(Tick ☑ as applicable)<br>Advance payment will not be accepted, Loading Factor will be applicable for options other than a) as per page 04, Doc no: BHEL: EDN: ITB – SHOP: Rev02<br>(Tick ☑ as applicable) | ☐<br><br>☐<br><br>☐<br><br>☐ |
| | **ii) For Indigenous Vendors**<br><br>a) 100% direct payment with 45 days credit.<br><br>b) Credit period less than 45 days, but not less than 15 days<br><br>c) Any other Terms: ( Please specify clearly)<br>(Loading Factor will be applicable for options other than a) as per page 04, Doc no: BHEL: EDN: ITB – SHOP: Rev02<br>(Tick ☑ as applicable) | ☐<br><br>☐<br><br>☐ |

**Signature of Tenderer with Seal**

| | | |
|---|---|---|
| 3. | **Terms of Delivery** | |
| | **i) For Foreign Vendors**<br><br>a. CIP Bangalore Airport<br><br>(Tick ☑ as applicable) | ☐ |
| | **ii) For Indigenous Vendors**<br><br>a. Door Delivery to BHEL Stores, Bangalore with Freight and Insurance paid<br><br>b. Any other terms<br><br>Any other Terms<br><br>( Please specify clearly)<br><br>(Loading Factor will be applicable for option b. Please refer page 04, Doc no: BHEL: EDN: ITB – SHOP: Rev02)<br><br>(Tick ☑ as applicable) | ☐<br><br>☐ |
| 4. | **Delivery Schedule required by BHEL:**<br>First delivery of 500,000 numbers shall commence Four weeks from the date of purchase order. And thereafter 500,000 numbers by every 15 days. | Vendor delivery schedule : |
| 5. | **Penalty for delayed delivery:**<br>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 purchase order. 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. If penalty is applicable for duration of less than a week, penalty @ 0.5% (half percent) of the basic material value will be deducted | Acceptable / Not Acceptable |

**Signature of Tenderer with Seal**

| | | |
|---|---|---|
| 6. | **Validity:**<br>Quotation should remain valid for 90 days from the RFQ due date. | Quotation Validity : |
| 7. | **Price basis:**<br>Price is to be quoted on **per solar cell basis**. Purchase order will be placed on number of solar cells basis. L1 (Lowest Price) vendor shall be evaluated by BHEL on price **per solar cell basis.** | Please confirm |
| 8. | **Price variation clause:**<br><br>Price variation clause applicable to the offered price as mentioned in pre-qualification criteria, Sl No. 4<br><br>For example: If there is a change in average price of 156 mm Multi Solar Cell by 2 % between the rates on date of technical bid opening and that on date of supply, the unit price in PO (price/ No) will be changed by 2 %.<br><br>Note: Fluctuations in currency exchange will not make any effect in the price variation clause. | Please confirm |
| 9. | **Quantity Splitting:**<br>BHEL reserve the right to Split the order quantity in the ratio of 50:30:20 to L1, L2 and L3 vendors respectively subjected to L2/L3 accept to supply as per L1 negotiated price. In case, L2/L3 does not accept to supply as per L1 negotiated price, the counter offer will be extended to subsequent vendors ie L4,L5…. In case no subsequent vendor accept to supply in L1 price, balance quantity will be ordered on L1 only.<br>The decision of BHEL shall be final on this matter. | Acceptable / Not Acceptable |
| 10. | **BHEL Guidelines for Indian Agents of Foreign Suppliers:**<br>Supplier shall adhere to "BHEL Guidelines for Indian Agents of Foreign Suppliers "in case the supplier has Indian Agent. | Acceptable / Not Acceptable |

**Signature of Tenderer with Seal**

| | | |
|---|---|---|
| 11. | **Acceptance of Reverse Auction:**<br>BHEL EDN reserves the right to adopt Reverse Auction at any point of time after technical evaluation, at its discretion. BHEL may also open the price bids at its discretion. | Acceptable / Not Acceptable |
| 12. | **Integrity Pact:**<br>The bidder shall sign an "INTEGRITY PACT" in the formats enclosed.<br>(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.<br>(b) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.<br>*Note:No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department* | Enclosed : Yes / No |

Place:
Date:

**Signature of Tenderer with Seal**

**PRICE BID**

**RFQ No.** : **MDSSCPV018 dated 12.10.2017**
**Supplier Name** :
**Offer Ref** :

| Sl. No. | Item Description | Quantity offered | Price per Cell | Currency |
|---|---|---|---|---|
| 1 | 156.75-mm MULTI Crystalline Silicon Solar Cells offered shall comply as per BHEL Technical Specification PS 439 381 REV 00 with a minimum wattage of 4.52 Watts per Cell and with 4 bus bars. | 70,00,000 No | | |

**NOTE:**

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

Place:
Date:

**Signature of Tenderer with Seal**

# INTEGRITY PACT

## Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

## and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

## Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## Section 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in

order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal.

## Section 4 – Compensation for Damages

4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

## Section 5 – Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

## Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## Section 8 –Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or

take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word ‘Monitor’ would include both singular and plural.

## Section 9 – Pact Duration

9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

## Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

| | |
|---|---|
| --- | --- |
| For & On behalf of the Principal | For & On behalf of the Bidder/ Contractor |
| (Office Seal) | (Office Seal) |

Place----------

Date----------

| | |
|---|---|
| Witness: _____ | Witness: _____ |
| (Name & Address) _____ | (Name & Address)_____ |
| _____ | _____ |

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# INSTRUCTIONS TO BIDDERS / SELLER

**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. 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.
6. 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.
7. **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.
8. **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. 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)."

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. <u>Guidelines for Making the Offer :-</u>**

**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) **<u>Single Part Bid</u>**: 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) **<u>Two Part Bid</u>** : 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) <u>Three Part Bid</u>**: 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. <u>Pre-Qualification Bid:</u>** Shall have all details required as per RFQ along with documents as applicable.

12. **<u>Techno Commercial Bid:</u>**

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. **Bidders should mention GSTN number of the place of supply and HSN (Harmonized System of Nomenclature)/SAC(Services Accounting Code) number in the offer. In case both supply and service are involved, GSTN no of the place of supply for services shall also be mentioned separately in the offer if it's different.**

**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(SGST/IGST/CGST/UTGST) 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. 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.

**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** | 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**<br><br>CIF, ICD Bangalore. Port of discharge either Mumbai/Chennai (for shipment by sea) |
| ii | **Payment Terms** | **100% direct payment with 45 days credit from the date of :**<br>a) Receipt of material for Door delivery BHEL stores<br>b)Receipt of complete set of documents for High Sea Sales<br>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** | **For Door Delivery at BHEL Stores**:-<br>Date of receipt of material at BHEL Stores.<br><br>**For Delivery Terms of Ex-works /Negotiation of Documents Through Bank:-**<br>Date of invoice<br><br>**Where Pre Shipment Inspection at seller's works is applicable :-**<br>Inspection call for the date on which material is ready for inspection supported with documents such as TC's/ COC's as applicable. | **For Delivery Terms of Ex-works** :-<br>Date of invoice<br><br>**For Delivery Terms of CIP/ FCA**<br>Date of House Airway Bill(HAWB) / Date of receipt by BHEL's Freight Forwarder whichever is earlier<br><br>**For Delivery Terms of CIF**<br>Date of Bill of lading |
| 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 :-**<br>Other than Sl No.1 (i) of clause E above. | 10 |
| ii. | **Payment Terms** | **For purchase within India :-**<br>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 :-**<br>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.<br>**Notes :**<br>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).<br>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<br>OR<br>May be Sent through post/courier/Fax/Email/EDI to the Purchase Executive/Fax No/Email ID indicated in the RFQ *<br>* 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.
   Invoice submitted should contain all details as specified under GST Laws.
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**.
   For invoices w.e.f 01.07.17 this clause will not be applicable.
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.
10. **Bidders should mention GSTIN(GST Identification number) of the place of supply and HSN (Harmonized System of Nomenclature)/SAC(Services Accounting Code) number in the invoice. In case both supply and service are involved, GSTN no of the place of supply for services shall also be mentioned separately in the offer if it's different.**
11. Applicable documents shall be submitted to the purchaser at the time of supply for availing GST input credits. Payment of GST as applicable will be made only if it is matching with the data uploaded by suppliers.
12. Vendors to give undertaking that GST as mentioned in the invoice has been paid/will be paid either through cash or admissible input credit and also file the returns.
13. For invoices paid on Reverse charge basis- that it is "payable on reverse charge basis " to be mentioned on the invoice.

**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.

## 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 warrantees 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.

## ANNEXURE – I

**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 at page 2 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

**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

## ANNEXURE – II

## 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 |
| DO6 | 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 – III

## LIST OF CONSORTIUM BANKS

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

| | **Nationalized Banks** | | **Nationalized 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 Hong Kong and Shanghai Banking Corporation Ltd. (HSBC) |
| 8 | Indian Overseas Bank | 24 | Standard Chartered Bank |
| 9 | Oriental Bank of Commerce | 25 | The Royal Bank of Scotland N.V. |
| 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:**

- BG should be directly sent to BHEL by the issuing Bank along with covering letter.
- All BGs must be issued from BHEL consortium banks listed above.
- BHEL may accept BG from other Public Sector 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.
- This list is subject to changes. Hence vendors are requested to check this list every time before issuing BGs.

# ANNEXURE-IV

## 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.....dated .....[3] valued at Rs.....[4] ( Rupees ----------)/FC.....(in words.....) for .....[5] (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 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 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 the .....[7]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 to .....[9]

c) Unless the Bank is served a written claim or demand on or before _____[10] 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. **Units are advised that expiry of claim period may be kept 2/3 months after validity date.**

2. **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.

**BANK GUARANTEE FOR ADVANCE**

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 called "the Contractor" which expression shall include its successors and permitted assigns) a contract Ref No.....dated .....[3]valued at Rs.....( Rupees ----------)/FC.....(in words.....) for .....[4](hereinafter called the 'Contract')

AND WHEREAS the Employer has agreed to advance to the Contractor, a sum of Rs..... (Rupees..... only), equivalent to _____% of the said value of the Contract (hereinafter called "the said Advance"), upon the condition, that the said Advance shall be secured by undertaking guarantee for Rs ---------- ( Rupees ----------)[5] from a Bank as hereinafter appearing.

We, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and a branch at ..... being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums upto a maximum amount but not exceeding Rs ---------- ( Rupees ----------).

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 hereunder and the Contractors/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 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 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 on the request of the Employer for such period as may be desired by the 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 hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the .....[7] we shall be discharged from all liabilities under this Guarantee.

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 to .....[9]
d) Unless the Bank is served a written claim or demand on or before _____ [10] 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)

Date……

Place of Issue……

[1] *NAME AND ADDRESS OF THE EMPLOER I.e Bharat Heavy Electricals Limited*

[2] *NAME OF 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:**

3. **Units are advised that expiry of claim period may be kept 2/3 months after validity date.**

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

   c. **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.

   d. **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.

**BANK GUARANTEE FOR RELEASE OF AMOUNTS WITHHED/LIQUIDATED DAMAGES AMOUNT**

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) incorporated under the .....having its registered office at_____ [2](hereinafter referred to as the 'Contractor', 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.....( Rupees ---------- )/FC.....(in words.....) for .....[4](hereinafter called the 'Contract')

The Contractor as per Contract should have completed the work/ supplies under the contract by.....(date). As per terms and conditions of the Contract, the Employer is entitled to levy Liquidated Damages (LD) for delays and the Employer has withheld an amount of Rs .....by way of LD as per the Contract.. Now, on the request of the Contractor, the Employer having agreed to release the amount of Rs.....withheld from the Contractor's invoices as Liquidated damages under the terms and conditions of the Contract on production of a Bank Guarantee for Rs._____(Rupees.....only) [5]

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 of Rs ---------- ( Rupees ----------) without any demur, merely 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 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 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/ Supplier'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 writingon or before the .....[7]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 to .....[9]

e) Unless the Bank is served a written claim or demand on or before _____[10] 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 THE 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:**

5. **Units are advised that expiry of claim period may be kept 2/3 months after validity date.**
6. **In Case of Bank Guarantees submitted by Foreign Vendors-**

e. **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.

**f. 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.

**BANK GUARANTEE FOR SUPPLY FREE ISSUE MATERIAL.**

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/Fabricator' 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.....( Rupees ----------)/FC.....(in words.....) for .....[4] (hereinafter called the 'Contract')

and, the Employer having agreed as per the terms and conditions of the Contract to supply free issue material costing Rs._____ for the manufacture/fabrication of the equipment at the Contractor's site on on furnishing a Bank Guarantee for Rs._____ (Rupees.....)[5]in the manner hereinafter specified for the due safeguard of the free issue material,

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 of Rs ---------- ( Rupees ----------) without any demur, merely 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 hereunder and the Contractors/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 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 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/Supplier/ Fabricator and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's/Supplier's/ Fabricator'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/ Fabricator 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 .....[7]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:

f) The liability of the Bank under this Guarantee shall not exceed..... [8]

g) This Guarantee shall be valid up to .....[9]

h) Unless the Bank is served a written claim or demand on or before _____[10] 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 THE EMPLOER. 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:**

7. **Units are advised that expiry of claim period may be kept 2/3 months after validity date.**

8. **In Case of Bank Guarantees submitted by Foreign Vendors-**

   g. **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.

   h. **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.

**PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)**

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 agreed to exempt ( Name of the Vendor / Contractor / Supplier) having its registered office at_____ [2] (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No._____ dated _____ [3] valued at Rs.....[4] ( Rupees ----------)[4] (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs._____ [5] (Rupees _____ only), we ____(indicate the name and address of the Bank) having its Head Office at _____(address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs._____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____(indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely 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(s) 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 hereunder and the Contractor(s) shall have no claim against us for making such payment.We, 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 claim satisfied or discharged or till _____ [6] office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____[7], we shall be discharged from all the liability under this guarantee thereafter.

We, ____(indicate the name of the 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(s) 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(s) 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 any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) 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.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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:

i) The liability of the Bank under this Guarantee shall not exceed..... [8]

j) This Guarantee shall be valid up to .....[9]

k) Unless the Bank is served a written claim or demand on or before _____[10] 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, ____(indicate the name of the Bank)____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Date _____ Day of _____

for____(indicate the name of the Bank)__

(Signature of Authorised signatory)

* This date to be indicated should not be earlier than 60 days after the date contemplated under the contract.

[1] *NAME AND ADDRESS OF THE EMPLOER. 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:**

9. **Units are advised that expiry of claim period may be kept 2/3 months after validity date.**

10. **In Case of Bank Guarantees submitted by Foreign Vendors-**

i. **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.

j. **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- V

**Process Compliance Form for RA**

(The bidders are required to print this on their company's letterhead and sign, stamp before faxing)

To
- M/s. {Service provider
- Postal address}

**Sub: Agreement to the Process related Terms and Conditions**
Dear Sir,
This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}
This letter is to confirm that:

1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.

2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.

3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price (including that of line items) as per pg.7 of Annexure- V within two working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process. With regards
Signature with company seal

Name –

Company / Organization
Designation within Company / Organization
Address of Company / Organization

- Sign this document and Fax it to M/s {Service provider} at {.....} prior to start of the Event.

- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and d/s{Service provider}

## RA price confirmation and breakup

**To**

- **M/s.** *Service provider*
- *Postal address*

CC: M/s BHEL
*{Unit- Address-}*
Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs.{_____} for item covered under tender enquiry No. {...} dt.{…}**

Total price of the items covered under above cited enquiries is inclusive of {*Packing & forwarding, E.D., C.S.T., freight and insurance charges upto {……} District,{……...} State and Type Test Charges etc., (exclusive of service tax)*, *other as per NIT*} as our final landed prices as quoted during the Reverse Auction conducted today {*date*} which will be valid for a period of {_} days.

The price break-up including that of line items is as given below.

Total - Rs.

Thanking you and looking forward to the valuable order from BHEL. Yours

sincerely,

For _____

**Name: Company: Date:**
**Seal**

# ANNEXURE- VI

**EXTRACT FROM "MANUAL ON POLICIES & PROCEDURES FOR PURCHASE OF GOODS"**

11.2.3. Non-conformities between the figures and words of the quoted prices:

Sometimes, non-conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:

(a) If, in the price structure quoted for the required goods, 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.

If there is such discrepancy in an offer, the same is to be conveyed to the tenderer with target date on the above lines and if the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

# ANNEXURE – VII

**PURCHASE PREFERENCE FOR MSE VENDORS:**

a. MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 20% of the requirement against this tender provided

b. The MSE vendor matches the L1 price c. L1 price is from a non MSE vendor
d. L1 price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2) next ranking vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).
e. 20% of the 20% (i.e. 4% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) and (2) are fulfilled.

# ANNEXURE – VIII REQUEST FOR C FORM

NAME OF VENDOR :-

VENDOR CODE ALLOTED BY BHEL :-

| BHEL PONO | INVOI CE N O | I NVOI CE DATE | I NVOI CE AMOUNT | SUPPLY FROM - STATE | SUPPLY TO - STATE | CST TI N NUMBER FOR THE SUPPLY | I NVOI CE AMOUNT BAI SC+ED+C ST ONLY | C FORM QTR | YEAR | SUPPLY TO BHEL EDN / SI TE |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |

## ANNEXURE – IX

**LIST OF DOCUMENTS TO BE SUBMITTED DURING DESPATCH OF GOODS :-**

Seller shall arrange to send the following documents to the Purchaser, immediately on dispatch of goods: Any addition / exclusion to such documents shall be as specified in the Purchase Order.

**For despatches from within India :-**

| To be sent with the material | | | To be sent to purchase executive | | |
|---|---|---|---|---|---|
| 1 | Delivery challan | (1 copy) | 1 | GST invoice * – "Original for Buyer" | (1 original + 1 extra copy) |
| 2 | GST invoice* – "duplicate for transporter". | (1 copy) | 2 | Inspection report / Test report Test certificate (if called for in the PO ) | (1 copy) |
| 3 | Transporters docket if received through transporter | (1 copy) | 3 | Warranty certificate(if called for in the PO ) | (1 copy) |
| 4 | Inspection report / Test report Test certificate (if called for in the PO ) | (1 copy) | 4 | Original money receipt for freight/service charges if applicable | Copy) |

*The invoice shall contain all details as mentioned in GST invoice rules

**For despatches from outside India :-**

| To be given to BHEL Freight Forwarder | To be submitted to bank |
|---|---|
| Invoice & Packing list | Set of documents as per PO / LC |

**ANNEXURE – X**

**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 / transfering 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 : concerned Purchase Executive