



Ref. Enquiry No.: PE/PG/RTC/E-6369/2019

Dated: 29/01/2020

**TENDER ENQUIRY THROUGH E-PROCUREMENT
(Conditional Enquiry)**

DUE DATE
As mentioned in e-procurement portal (i.e. https://bhel.abcpurchase.com)
BY 14:00 PM

SUBJECT: TENDER ENQUIRY FOR RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR AS PER TECHNICAL SPECIFICATION NO. PE-TS-999-506-E001, REV 00

OUR REF: TENDER ENQUIRY NO: PE/PG/RTC/E-6369/2019, Dtd.29/01/2020

Dear Sir/ Ma'am,

We are pleased to invite your offer for subject package in two parts strictly as per Clause-2.0 of "Instructions to Bidders" of GCC(Rev07). Please upload your best quotation/ offer on <https://bhel.abcpurchase.com> for the requirement strictly as per schedule of price form available at e-procurement portal before mentioned due date & time. The details of the tender enquiry are as mentioned below:

Sl. No	Description for which Rate Contract is desired	Tentative Quantity	Delivery required
1	NEUTRAL GROUNDING RESISTOR - Refer Technical Specification no. PE-TS-999-506-E001, REV00 for detailed description.	As per BOQ cum price schedule (price form available at e-procurement portal) cumulative for the Prospective Projects as per Annexure-III.	Delivery: Within Four (04) months from date of CAT-1 approval of Primary drawing/documents as mentioned in Attachment II sheet 3 of 3 section I Volume II of technical specification PE-TS-999-506-E001, subjected to drawing/document submission/re-submission schedule as stipulated, in case of any delay in submission/re-submission of Primary drawing/documents, then same shall be reduced from the given delivery period. Delay in BHEL's comments/approval beyond 18 days shall also be considered for delay analysis. Drawing Submission Schedule for Primary (QP, Data Sheet, & GA): R-0 within 14 days from PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt. Drawing Submission Schedule for Primary (Type Test Report/Certificate): R-0 within 02 months of approval of other primary drawing/documents & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt. Drawing Submission Schedule for Secondary (O & M for NGR): Within 30 days of issuance of MDCC.

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Your best quotation/offer for the above requirement, in line with our terms and conditions, should be submitted online via e-procurement system. It shall be the responsibility of the bidder to ensure that the Tender is submitted on or before the due date by 2 p.m. Part-I bids shall be opened at 3 p.m. on the due date in the presence of authorized representatives of the bidders, who may like to be present.

Note: -

1. Please note that Part Supplies offered for tender BOQ shall disqualify the bidder's offer.
2. Documents and Credential as per Technical PQR, Techno Commercial Bids and Price Bids should be uploaded on the e-procurement portal.
3. Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organisation contact number and email Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.

Please refer GCC Rev-07 which is available on www.bhelpem.com. You are requested to kindly download the same.

1. Rate contract, on firm price basis, shall be done for 2 years from placement of Rate Contract PO date with a provision for further extension after review on mutual consent.

Rate contract shall be done with 2 vendors in ratio of 70:30 value wise at L1 FOR site price for this package. Splitting of RC among 2 vendors may be changed during project ordering process if any vendor in RC is not approved by customer (i.e. BHEL may place order on any of the vendor in RC up to total applicable RC value in case of non-availability of customer approval for other vendor in RC). However, order for a project shall not be split and the same shall be informed to bidders through NIT.

2. Rate Contract will be finalized on total lump sum basis instead of item wise evaluation so that the complete requirement against one project is not split amongst various vendors to minimize operational difficulty.

L1 Rates shall be counter offered to all bidders who participated in Price Bid Opening/RA for 30% value and in case acceptance of counter offer received from more than one vendor then acceptance shall be considered as per FINAL Price Bid Opening / Reverse Auction Ranking (as applicable). If none accepts L1 rates, RC shall be done with L1 vendor for 100% value.

3. In line with cl. no. 3 (b) of make in India Circular ref: No. P-45021/2/2017-PP (BE-II) dtd 29/05/19 issued by Ministry of Commerce and Industry, Govt. of India, If L 1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L 1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L 1 price. In case such lowest eligible local supplier fails to match the L 1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity

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and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L 1 bidder.

In such case further counter-offering for 70:30 as mentioned at point no. 2 shall not be applicable. However, if L1 bid is from local supplier or local supplier is not in the range of margin of purchase preference then further counter-offering for 70:30 shall be applicable as mentioned at point no. 2.

- For NGR (Neutral Grounding Resistor) Package, the minimum Local content requirement is 100%.
- Following is the form part of NIT regarding preference to "Make in India" circular from Corporate office :

For this procurement, Public Procurement (preference to make in India), order 2017, Dt:- 15.06.17, 28.05.18 & 29.05.19 and subsequent orders issued by the respective nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any nodal ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable. Vendors are requested to go through the above mentioned orders and confirm the following: -

-The local supplier at the time of tender, bidding, solicitation, shall be required to provide self-certification as per BHEL format that the item offered meets the minimum local content as per above mentioned orders and shall give details of location(s) at which the local value addition is made.

-Subject package is divisible in nature and purchase preference shall be 20%.

- Bidders are requested to please note the following: -

- Evaluation is proposed on Ex Works + Freight basis.
- Bidder to give single % of freight charges considering anywhere in India in the freight column. Bidders have to give same % of freight for each line item.
- Bidders to mention applicable GST rate on (total Ex. works + freight) in the specified cells of price schedule. However, may please note that GST shall not be considered in evaluation.
- Though evaluation is on Ex Works + Freight, but there is % allocation weightage against BOQ quantity of each item which shall be used for arriving at price break up. Bidders need to give only their total ex works price for given BOQ at the specific cells that has been kept opened in the price schedule available in the e-procurement portal (Grand Total ex works price). Price mentioned anywhere else in BOQ or price uploaded anywhere else in the e-procurement portal shall not be taken in cognizance.



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- e) Rest of the prices shall be derived by BHEL in line with allocation fixed for each item. There is formula applied in price schedule form available in e-procurement portal. As soon as bidder fills the cells for Total Ex works, freight percentage and GST percentage, rest values for e.g. unit ex works – item wise, total ex works – item wise, FOR site price – item wise will filled automatically. Bidders can also validate and cross check the same by using Check Formula button.
- f) HSN Code mentioned in BOQ Schedule shall be considered by vendor while quoting. (Where HSN code is not mentioned, vendor to quote applicable HSN code)
- g) Incomplete offer shall be summarily rejected.
- h) Pre-Qualifying Requirements (PQR): All the bidders (registered/ non-registered) will be asked to submit documents fulfilling PQR (technical) requirements along with the bid & their further evaluation shall be done accordingly. Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organisation contact number and email Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
- i) Bidders to note that their bid shall be conditional, subject to qualify PQR (technical) & registration in PEM for subject package.
- j) CIF allocation is not applicable for this tender. Bidder to quote accordingly.
- k) Over all (%) quantity variation: The variation on overall package value due to changes in the scope shall be limited to 0%(NIL) in place of 30% mentioned in clause no 6.0 of GCC-REV-07. Bidders to not that, quantity mentioned in the tender are tentative quantities. No minimum quantity is guaranteed by BHEL.
- l) PVC is not applicable for this package. Prices shall be remain from throughout the contract period.
- m) Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be dispatched only after Purchaser's / Owner's inspection of the hold points specified in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC).
- n) In case of joint bidding, bidders to furnish scope matrix which should be clearly defined between them along with the offer for the complete scope.

TERMS AND CONDITIONS

1. Procurement of the subject package shall be done through e-procurement
2. Enquiry No., due date etc. must be legibly super scribed on the offers as per clause no. 2.0 of "Instructions to Bidders" of GCC(Rev07).
3. Offers should be uploaded in two parts online at <https://bhel.abcprocure.com> in as follows:

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049

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- a) Part-I Bid: - Documents and Credential as per Technical PQR and Techno-Commercial offer (along with un-priced copy of priced bid and un-priced schedule of Technical-Commercial Deviation, In e-form available at e-procurement portal)
- b) Part II Bid: - Price Bid and Priced schedule of Technical-Commercial Deviation
4. Terms and conditions: -
- a) Part I bid will be opened on date & time mentioned in the NIT or subsequent corrigenda/amendments, if any.
- b) **Techno-commercial offer of only those bidders shall be evaluated who will meet the Technical pre-qualifying requirement of the tender.**

All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.

5. Vendors shall quote in accordance with the requirements mentioned in the tender documents. In case of deviations (Technical/ Commercial), the same shall be highlighted separately giving Clause references along with the Cost of withdrawal of Deviations in e-procurement portal, along with reasons for taking such deviations.
Bidder to note all the points mentioned in "Notes" of cost of withdrawal sheet in e-procurement portal.
6. **Please note the following:**
- a. **Compliance to price form available at e-procurement portal.**
- b. **SCC enclosed for compliance.**
- GCC enclosed for compliance. GCC Rev-07 is available on www.bhelpem.com. You are requested to kindly download the same. Bidders are requested for furnishing compliance of these documents.**
7. Tenders shall be submitted strictly in accordance with the requirements of the above tender documents.
8. Standard pre-printed terms & conditions of the tenderers shall not be considered valid.
9. Validity of offer shall be as per cl.no.7(instruction to bidders) of **GCC Rev 07**.
10. Unsolicited fresh/revised Price Bids shall not be entertained.
11. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
12. Late tenders will be rejected.

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13. Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Mr. I P SINGH, DGM, CMM M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 Kind Attn: I P SINGH/ CMM E-MAIL: indra.pal.singh@bhel.in Ph. No. 0120-4218749 ,09818989654	Mr. SUMEET SAHAY, DY MGR, CMM M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 Kind Attn: SUMEET SAHAY/ CMM E-MAIL: sumeetsahay@bhel.in Ph. No. 0120-4213532 ,09999498202
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14. Definition of Terms is also enclosed. These definitions will apply to all the tender documents including this Enquiry Letter.

15. **Delivery Schedule:**

Delivery: Within Four (04) months from date of CAT-1 approval of Primary drawing/documents as mentioned in Attachment II sheet 3 of 3 section I Volume II of technical specification PE-TS-999-506-E001, subjected to drawing/document submission/re-submission schedule as stipulated, in case of any delay in submission/re-submission of Primary drawing/documents, then same shall be reduced from the given delivery period. Delay in BHEL's comments/approval beyond 18 days shall also be considered for delay analysis.

Drawing Submission Schedule for Primary (QP, Data Sheet, & GA): R-0 within 14 days from PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.

Drawing Submission Schedule for Primary (Type Test Report/Certificate): R-0 within 02 months of approval of other primary drawing/documents & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.

Drawing Submission Schedule for Secondary (O & M for NGR): Within 30 days of issuance of MDCC.

16. **PRE-QUALIFICATION REQUIREMENT: -**

Bidders is requested to fill up the details in "TECHNICAL PRE-QUALIFYING REQUIREMENT" as per the conditions mentioned in the PQR (technical) and also to submit the credentials.

Bids of only those bidders shall be evaluated who meet the Technical pre-qualifying requirements (if applicable).

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
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17. All other terms and conditions shall be as per GCC Rev 07 and Special Conditions of Rate Contract as per attached Annexure-II. In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be as mentioned in clause no 36 of GCTC of GCC (Rev.07).
18. Considering all the above open tender enquiry is floated in two parts (Part-I: Techno-Commercial Bid, Part-II: Price Bid) through e-procurement for entering into rate contract for the subject package, all the bids shall be treated conditional, subject to qualify PQR (technical) & registration in PEM for subject package.
- For registration in PEM "Bidders needs to apply & get registered for subject package with PEM before P-2 (price bid opening) & hence you need to apply online for registration on PEM web portal & have to enclose acknowledgement with this effect with the bid documents else your bid may not be considered for evaluation"**
19. All the above Tender Documents shall automatically become a part of the Order/Contract after its finalization.
20. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL websites only (www.bhelpe.com, www.bhel.com & <https://bhel.abcpurchase.com> under subject tender reference. Bidders are requested to visit our websites from time to time to keep themselves updated. **Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender.**
21. Bidders to submit their offers strictly in line with the form available at e-procurement portal.
22. Inspection shall be done by BHEL/ END CUSTOMER/Third party Agency (finalized by BHEL).
23. This enquiry is subject to Conditions/ limits if any imposed in PMD / Vendor registration.
24. Foreign & indigenous bidders participating through open/limited tender will necessarily have to but class III DSCs issued by the certifying authorities in India. Basic procedure/ checklist is uploaded on www.bhel.com.
25. Non- registered bidder to submit the credentials required for Registration in BHEL PEM: -
"Online Registration Portal is operational in BHEL. Non-registered Vendors, who wish to apply for registration with BHEL-PEM, have to apply through Online Registration Portal available at www.bhelpe.com - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration. One set of hard copy of the filled-up SRF downloaded from Online Registration Portal duly signed and stamped has to be submitted."
26. Purchaser reserves the right to split up the scope of the tender enquiry and place the orders for different scope/ items with different bidders and also increase or decrease the quantity.
27. In case of RA, revised RA guidelines AA:SSP:RA:03 issued on 26.09.2016 (uploaded on http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf) shall be applicable.

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28. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

Detailed guidelines of reverse auction 2016 are available in "information section" of www.bhelpem.com, same are applicable for subject tender.

IMPORTANT INSTRUCTION TO BIDDERS IN CASE OF REVERSE AUCTION

"The Bidders has to quote the Single Price (i.e. Total Cost to BHEL) in Reverse Auction. Price are to be inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, Freight as applicable, including loading (if any). De-loading (if any) shall be done in line with NIT terms.

29. Various Conditions, arrived after Reverse Auction, shall be treated as follows:

Case-I (Taxes & duties and freight are identical in Reverse Auction & Conventional Price Bid)

Resolution: - Ordering shall be done on lower of the two bids (RA closing price & Conventional Price Bid). After successful completion of reverse auction L1 bidder shall be asked to submit break up in line with taxes & duties, freight quoted in their Conventional Price Bid.

Note: - Applicable taxes & duties shall be determined as per location of works of bidder".



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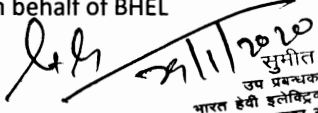
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30. If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in bidding form. The bidder needs to substantiate the same. If the same item will be required in future for the system same will be supplied free of cost.
31. L1 bidder will have to submit Bank Guarantee for each POs (irrespective of value) which will be placed under the Rate Contract finalised through this tender considering RC as original contract as per format mentioned in in GCC Rev 07.
32. All other terms and conditions shall be as per GCC Rev 07 and Special Conditions of Rate Contract as per attached Annexure-IV. In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be as per GCC(Rev07).

Thanking you,
Yours faithfully,
For and on behalf of BHEL


(Signature of official with Name & Designation)
सुमीत साहय / SUMIT SAHAY,
उप प्रबंधक (सी. एम. एम.) / Dy. Manager (CMM)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
पावर सेक्टर - प्रियोजना इंजीनियरिंग प्रबंधन
Power Sector Project Engineering Management
PPEI Bldg, HRD & ESI Complex,
प्लॉट नं. 25, सेक्टर 16 ए, नोएडा - 201301

Enclosure:

1. Enquiry Terms & Conditions
2. Technical Specifications
3. Technical PQR
4. SCC - Anx-III To NIT
5. Prospective Project List - Anx-III To NIT
6. Format for self-certification regarding local content. - Anx-VI To NIT
7. BOQ - Anx-IV To NIT
8. Bank Guarantee format - Anx-VII To NIT
9. Price schedule - Annexure-I To NIT (To be filled in e-procurement portal)
10. Cost of Withdrawal Sheet - Annexure-II To NIT (To be filled in e-procurement portal)

ANNEXURE-I TO NIT BOQ CUM PRICE SCHEDULE (E-6369/2019 Dtd.29/01/2019) - NGR RATE CONTRACT

Domain : bhel.abcpurchase.com

Parent department: PEM Noida

View form

Event ID : 40219 RFQ/NIT/Enquiry no. : E-6369/2019

Description : RATE CONTRACT FOR NEUTRAL GROUNDING RESISTOR

RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR - PRICE SCHEDULE

PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR

PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR

SL NO	ITEM CODE	ITEM DESCRIPTION	HSN CODE BY BHEL	HSN CODE BY VENDOR	ORDERED QUANTITY	UOM	FORMULA FOR UNIT EX-WORKS PRICE (DULY PACKED) (INR)	UNIT EX-WORKS PRICE (DULY PACKED) (INR)	FORMULA FOR TOTAL EX-WORKS PRICE (DULY PACKED)(INR)(VALUE MENTIONED IN THE BOX X GRAND TOTAL EX WORKS QUOTED VALUE)	TOTAL EX-WORKS PRICE (DULY PACKED) (INR)	FREIGHT CHARGES WITHOUT GST @ ~ % OF TOTAL EX WORKS	TOTAL FREIGHT CHARGES WITHOUT GST	APPLICABLE GST RATE --% ON (TOTAL EX WORKS + FREIGHT)	TOTAL GST CHARGES	TOTAL FOR SITE PRICE (DULY PACKED) (INR)	REMARKS
Small text Item No. Show	Small text Other Show	Long text Item name Show	All numbers Total rate Show	Techno commercial data Show	All numbers Quantity Show	Small text Unit of measurement Show	Small text Other Show	All numbers Other Show	Small text Other Show	All numbers Other Show	All numbers Techno commercial data Show	All numbers Other Show	Techno commercial data Show	All numbers Other Show	All numbers Other Show	Other Show
1	506-15029-A	NGR 11 KV (600A, 10 SEC, 11.06 OHMS)	0	To be filled by bidder (All numbers)	15	NOS.	(0.3245*X)/15	Auto	0.3245*X	Auto	Auto	Auto	To be filled by bidder (*no. with (,))	Auto	Auto	To be filled by bidder (Small text)
2	506-15033-A	NGR 6.6 KV (600A, 10 SEC, 6.64 OHMS)	0	To be filled by bidder (All numbers)	20	NOS.	(0.3189*X)/20	Auto	0.3189*X	Auto	Auto	Auto	To be filled by bidder (*no. with (,))	Auto	Auto	To be filled by bidder

ANNEXURE-I TO NIT BOQ CUM PRICE SCHEDULE (E-6369/2019 Dtd.29/01/2019) - NGR RATE CONTRACT

				numbers)								(.)				(Small text)
3	506-15030-A	NGR 3.3 KV (600A, 10 SEC, 3.32 OHMS)	8537	To be filled by bidder (All numbers)	15	NOS.	(0.1708*X)/15	Auto	0.1708*X	Auto	Auto	Auto	To be filled by bidder (+no. with (.)	Auto	Auto	To be filled by bidder (Small text)
4	506-15019-A	HOT DIP GALVANISED MS SUPPORTING STRUCTURE WITH INSULATORS, FOUNDATION HARDWARES etc. FOR 11 KV NGR	7308000	To be filled by bidder (All numbers)	13	NOS.	(0.0237*X)/13	Auto	0.0237*X	Auto	Auto	Auto	To be filled by bidder (+no. with (.)	Auto	Auto	To be filled by bidder (Small text)
5	506-15020-A	HOT DIP GALVANISED MS SUPPORTING STRUCTURE WITH INSULATORS, FOUNDATION HARDWARES etc. FOR 6.6 KV NGR	7308	To be filled by bidder (All numbers)	16	NOS.	(0.025*X)/16	Auto	0.025*X	Auto	Auto	Auto	To be filled by bidder (+no. with (.)	Auto	Auto	To be filled by bidder (Small text)
6	506-15021-A	HOT DIP GALVANISED MS SUPPORTING STRUCTURE WITH INSULATORS, FOUNDATION HARDWARES etc. FOR 3.3 KV NGR	7308000	To be filled by bidder (All numbers)	13	NOS.	(0.0169*X)/13	Auto	0.0169*X	Auto	Auto	Auto	To be filled by bidder (+no. with (.)	Auto	Auto	To be filled by bidder (Small text)
7	506-15022-A	COPPER BUSBAR 50X8 MM OF 10M LENGTH	7409	To be filled by bidder (All numbers)	42	NOS.	(0.1202*X)/42	Auto	0.1202*X	Auto	Auto	Auto	To be filled by bidder (+no. with (.)	Auto	Auto	To be filled by bidder (Small text)
										Grand Total		Auto		Auto	Auto	

X = GRAND TOTAL EX WORKS PRICES OF ALL SEVEN ITEMS OF NGR BOQ

Mandatory : Yes

ANNEXURE-I TO NIT BOQ CUM PRICE SCHEDULE (E-6369/2019 Dtd.29/01/2019) - NGR RATE CONTRACT

Created formula(s)

Sr. No.	Formula for	Formula
1	UNIT EX-WORKS PRICE (DULY PACKED) (INR)	TOTAL EX - WORKS PRICE (DULY PACKED) (INR) / ORDERED QUANTITY
2	TOTAL FREIGHT CHARGES WITHOUT GST	TOTAL EX - WORKS PRICE (DULY PACKED) (INR) * FREIGHT CHARGES WITHOUT GST @ -- % OF TOTAL EX WORKS / 100
3	TOTAL GST CHARGES	(TOTAL EX - WORKS PRICE (DULY PACKED) (INR) + TOTAL FREIGHT CHARGES WITHOUT GST) * APPLICABLE GST RATE -- % ON (TOTAL EX WORKS + FREIGHT) / 100
4	TOTAL FOR SITE PRICE (DULY PACKED) (INR)	TOTAL EX - WORKS PRICE (DULY PACKED) (INR) + TOTAL FREIGHT CHARGES WITHOUT GST + TOTAL GST CHARGES
5	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_FREIGHT CHARGES WITHOUT GST @-- % OF TOTAL EX WORKS	GRAND TOTAL EX - WORKS PRICE (DULY PACKED) (INR) _FREIGHT CHARGES WITHOUT GST @ % OF GRAND TOTAL EX WORKS FOR COMPLETE BOQ (INR)
6	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_FREIGHT CHARGES WITHOUT GST @-- % OF TOTAL EX WORKS	GRAND TOTAL EX - WORKS PRICE (DULY PACKED) (INR) _FREIGHT CHARGES WITHOUT GST @ % OF GRAND TOTAL EX WORKS FOR COMPLETE BOQ (INR)
7	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_FREIGHT CHARGES WITHOUT GST @-- % OF TOTAL EX WORKS	GRAND TOTAL EX - WORKS PRICE (DULY PACKED) (INR) _FREIGHT CHARGES WITHOUT GST @ % OF GRAND TOTAL EX WORKS FOR COMPLETE BOQ (INR)
8	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_FREIGHT CHARGES WITHOUT GST @-- % OF TOTAL EX WORKS	GRAND TOTAL EX - WORKS PRICE (DULY PACKED) (INR) _FREIGHT CHARGES WITHOUT GST @ % OF GRAND TOTAL EX WORKS FOR COMPLETE BOQ (INR)
9	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_FREIGHT CHARGES WITHOUT GST @-- % OF TOTAL EX WORKS	GRAND TOTAL EX - WORKS PRICE (DULY PACKED) (INR) _FREIGHT CHARGES WITHOUT GST @ % OF GRAND TOTAL EX WORKS FOR COMPLETE BOQ (INR)
10	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_FREIGHT CHARGES WITHOUT GST @-- % OF TOTAL EX WORKS	GRAND TOTAL EX - WORKS PRICE (DULY PACKED) (INR) _FREIGHT CHARGES WITHOUT GST @ % OF GRAND TOTAL EX WORKS FOR COMPLETE BOQ (INR)
11	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_FREIGHT CHARGES WITHOUT GST @-- % OF TOTAL EX WORKS	GRAND TOTAL EX - WORKS PRICE (DULY PACKED) (INR) _FREIGHT CHARGES WITHOUT GST @ % OF GRAND TOTAL EX WORKS FOR COMPLETE BOQ (INR)
12	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_TOTAL EX - WORKS PRICE (DULY PACKED) (INR)	GRAND TOTAL EX - WORKS PRICE (DULY PACKED) (INR) _TOTAL EX - WORKS PRICE (DULY PACKED) (INR) * 0.3245
13	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_TOTAL EX - WORKS PRICE (DULY PACKED) (INR)	GRAND TOTAL EX - WORKS PRICE (DULY PACKED) (INR) _TOTAL EX - WORKS PRICE (DULY PACKED) (INR) * 0.3189
14	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_TOTAL EX - WORKS PRICE (DULY PACKED) (INR)	GRAND TOTAL EX - WORKS PRICE (DULY PACKED) (INR) _TOTAL EX - WORKS PRICE (DULY PACKED) (INR) * 0.1708
15	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING	GRAND TOTAL EX - WORKS PRICE (DULY PACKED) (INR) _TOTAL EX - WORKS PRICE (DULY PACKED) (INR) * 0.0237

ANNEXURE-I TO NIT BOQ CUM PRICE SCHEDULE (E-6369/2019 Dtd.29/01/2019) - NGR RATE CONTRACT

	RESISTOR_TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	
16	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	GRAND TOTAL EX - WORKS PRICE (DULY PACKED) (INR) _TOTAL EX - WORKS PRICE (DULY PACKED) (INR) * 0.025
17	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	GRAND TOTAL EX - WORKS PRICE (DULY PACKED) (INR) _TOTAL EX - WORKS PRICE (DULY PACKED) (INR) * 0.0169
18	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	GRAND TOTAL EX - WORKS PRICE (DULY PACKED) (INR) _TOTAL EX - WORKS PRICE (DULY PACKED) (INR) * 0.1202
19	TOTAL FREIGHT CHARGES WITHOUT GST	TOTAL (TOTAL FREIGHT CHARGES WITHOUT GST)
20	TOTAL GST CHARGES	TOTAL (TOTAL GST CHARGES)
21	TOTAL FOR SITE PRICE (DULY PACKED) (INR)	TOTAL (TOTAL FOR SITE PRICE (DULY PACKED) (INR))
22	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_FREIGHT CHARGES WITHOUT GST @ -- % OF TOTAL EX WORKS	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_FREIGHT CHARGES WITHOUT GST @ -- % OF TOTAL EX WORKS<=100
23	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_APPLICABLE GST RATE --% ON (TOTAL EX WORKS + FREIGHT)	PRICE SCHEDULE - RATE CONTRACT OF NEUTRAL GROUNDING RESISTOR_APPLICABLE GST RATE -- % ON (TOTAL EX WORKS + FREIGHT) <=100

GRAND TOTAL EX- WORKS PRICE (DULY PACKED) (INR)

GRAND TOTAL EX- WORKS PRICE (DULY PACKED) (INR)

Sr. No.	Description	QUANTITY	Bidder Remarks	TOTAL EX- WORKS PRICE (DULY PACKED)(INR)	TOTAL EX- WORKS PRICE (DULY PACKED)(INR) Words	FREIGHT CHARGES WITHOUT GST @ % OF GRAND TOTAL EX WORKS FOR COMPLETE BOQ(INR)
Small text Item No. Show	Long text Item name Show	All numbers Quantity Hide	Other Show	Total rate Show	Long text Other Show	Techno commercial data Show
GRAND TOTAL EX WORKS	GRAND TOTAL EX WORKS PRICE FOR 7 ITEMS OF NGR BOQ=X	1	To be filled by bidder (Combo Box)	To be filled by bidder (All numbers)	Auto	To be filled by bidder (All numbers)
	Grand Total			Auto		Auto

Mandatory : Yes

Created formula(s)

ANNEXURE-I TO NIT BOQ CUM PRICE SCHEDULE (E-6369/2019 Dtd.29/01/2019) - NGR RATE CONTRACT

Sr. No.	Formula for	Formula
1	TOTAL EX- WORKS PRICE (DULY PACKED)(INR)	TOTAL (TOTAL EX - WORKS PRICE (DULY PACKED) (INR))
2	TOTAL EX- WORKS PRICE (DULY PACKED) (INR) Words	TOTAL EX - WORKS PRICE (DULY PACKED) (INR)
3	FREIGHT CHARGES WITHOUT GST @ % OF GRAND TOTAL EX WORKS FOR COMPLETE BOQ(INR)	TOTAL (FREIGHT CHARGES WITHOUT GST @ % OF GRAND TOTAL EX WORKS FOR COMPLETE BOQ (INR))
4	GRAND TOTAL EX- WORKS PRICE (DULY PACKED) (INR). FREIGHT CHARGES WITHOUT GST @ % OF GRAND TOTAL EX WORKS FOR COMPLETE BOQ(INR)	GRAND TOTAL EX - WORKS PRICE (DULY PACKED) (INR) _FREIGHT CHARGES WITHOUT GST @ % OF GRAND TOTAL EX WORKS FOR COMPLETE BOQ (INR) >0

NOTE:-

- Bidder has to quote only Total Value 'X'. Based on this price, unit price shall be derived for all items as per formula indicated above.
- Bidder to note that evaluation shall be on Total Ex works price + Freight. Bidder to quote grand total Ex works value of the complete package only as per the BOQ above. The Item wise break up of Ex works prices (unit as well as total) for all the items in the BOQ shall be derived as per the formulae indicated above by BHEL. Bidder also need to indicate Freight and GST rate in percentage in the respective column. Freight percentage to be quoted in percentage of Ex works value considering delivery anywhere in India.
- Value is to be filled only where "to be quoted" is mentioned and for other columns where "derived" is mentioned same shall be derived by BHEL as per % allocation fixed against each item
- Price mentioned anywhere else in BOQ shall not be taken in cognizance.
- For any clarification please refer Technical Specification No--PE-RC-999-506-E001.
- In case of Reverse Auction, vendor has to quote their Ex Works price+ Freight
- Quantity variation shall be +30%.

Form properties

Price bid form	Yes	Multiple filling	No
Requires encryption	Yes	Requires document encryption	No
Requires bid supporting documents	No	Mandatory	Yes

Datatype

	Data type	Example
Small Text	ABC etc.	
Long Text	There are many variations of passages of Lorem Ipsum available, but the majority have suffered alteration in some form, by injected humour, or randomised words which don't look even slightly believable etc.	

ANNEXURE-I TO NIT BOQ CUM PRICE SCHEDULE (E-6369/2019 Dtd.29/01/2019) - NGR RATE CONTRACT

+No. with (.)

123, 12.30, 123.44, Zero etc., values are allowed. Minus value are not allowed.

All Numbers

123, 1.23, -123, Zero etc.. Values are allowed.

Combo Box

List of combo box as created with alphanumeric characters

ANNEXURE-II TO NIT COST OF WITHDRAWAL SHEET FOR DEVIATIONS(E-6369/2019 Dtd.29/01/2019) - NGR RATE CONTRACT

Domain : bhel.abcpocure.com

Parent department: PEM Noida

View form

Event ID : 40219 RFQ/NIT/Enquiry no. : E-6369/2019

Description : RATE CONTRACT FOR NEUTRAL GROUNDING RESISTOR

COST OF WITHDRAWAL

Sr. NO	Volume	Page No.	Clause No	Technical Specification/Tender Document	Complete Description of Deviation	Cost of Withdrawal of Deviation	Reference of Price Schedule on Which cost of withdrawal of deviation is Applicable	Nature of Cost of Withdrawal	Reason for Quoting deviation	Quantity	Quoted /Not Quoted
Long text Item name Show	Other Show	Other Show	Other Show	Other Show	Other Show	Other Show	Other Show	Other Show	Other Show	All numbers Quantity Hide	Unit rate Show
Technical deviation	To be filled by bidder (Long text)	To be filled by bidder (Long text)	To be filled by bidder (Long text)	To be filled by bidder (Long text)	To be filled by bidder (Long text)	To be filled by bidder (Long text)	To be filled by bidder (Long text)	To be filled by bidder (Long text)	To be filled by bidder (Long text)	1	To be filled by bidder (All numbers)
Commercial deviation	To be filled by bidder (Long text)	To be filled by bidder (Long text)	To be filled by bidder (Long text)	To be filled by bidder (Long text)	To be filled by bidder (Long text)	To be filled by bidder (Long text)	To be filled by bidder (Long text)	To be filled by bidder (Long text)	To be filled by bidder (Long text)	1	To be filled by bidder (All numbers)

Mandatory : Yes

NOTES:

1. Cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.

ANNEXURE-II TO NIT FOR COST OF WITHDRAWAL SHEET FOR DEVIATIONS (E-6369/2019)-NGR RATE CONTRACT

2. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In the absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.
5. Bidder shall furnish price copy of above format along with price bid.
6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII, will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be considered.
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

Form properties

Price bid form	Yes	Multiple filling	No
Requires encryption	Yes	Requires document encryption	No
Requires bid supporting documents	No	Mandatory	Yes

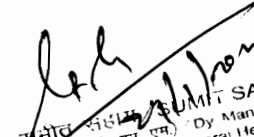
Datatype

Data type	Example
Long Text	There are many variations of passages of Lorem Ipsum available, but the majority have suffered alteration in some form, by injected humour, or randomised words which don't look even slightly believable etc.
All Numbers	123, 1.23, -123, Zero etc.. Values are allowed.

ANNEXURE-III TO NIT(PE/PG/RTC/E-6369/2019 , Dtd.29/01/2020)

LIST OF PROJECTS FOR NEUTRAL GROUNDING RESISTOR
(RATE CONTRACT)

Sl.no	TITLE	REMARKS
1	3x200 MW+ 3x500 MW+ 1x500 MW NTPC Korba STPS Stage-I, II & III- FGD	
2	3X660 MW NABINAGAR FGD	
3	3x200MW + 3x500 MW Ramagundam (FGD) STPP, Stage-I & II	
4	2 x 660 MW NTPC TALCHER	


सुनील सहय (सी. एम. एम.) Dy. Manager (CMM)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड - Bharat Heavy Electricals Ltd.
पावर सेक्टर-परियोजना कर्म-परिम प्रबंधन
Power Sector-Projects & Engineering Management
पीपीईआई अकादमी, ए.एस.एस. कॉम्प्लेक्स
PPII, A.S.S. Complex,
प्लॉट नं. 25, ए.एस.एस. कॉम्प्लेक्स - 201301
पिन कोड - 201301



BHEL / PEM / CMM
SPECIAL CONDITIONS OF RATE CONTRACT

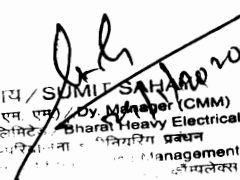
ANNEXURE -IV TO NIT (PE/PG/RTC/E-6369/2019, Dtd.29/01/2020)
SPECIAL CONDITION OF RATE CONTRACT FOR NEUTRAL GROUNDING RESISTOR

1. BHEL/PEM intends to enter into Rate Contract for supply of the tendered items for a period of two years. The Rate Contract shall come into force from the date of issue of Purchase order for Rate Contract. Validity for ordering shall be two years from the purchase order for Rate Contract.
2. Details of consignee and project site information for dispatch of material shall be intimated at the time of placement of PO for specific project after finalization of RC
3. Transit Insurance is in BHEL scope
4. The items will be required against respective projects. Exact quantities and Project information shall be intimated while placing order for a specific project based on the Rate Contract.
5. The prices shall be firm during the period of two years with a provision for further extension after review on mutual consent.
6. Inspection of materials shall be carried out by BHEL/CQA and or by Customer or by an authorized agency at manufacture's works before dispatch, if required. Dispatch of material to be done, only after receipt of BHEL/Customer MDCC. It is responsibility of vendor to for obtain Material Dispatch Clearance Certificate (MDCC) from BHEL or Customer as required before dispatch of material.

Vendor shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL-PEM for arranging Customer participation (if applicable) in inspection / Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL-PEM.

Items have to be manufactured as per specification and supplied strictly in accordance with the approved BHEL / Customer's Drawings & Quality Plan. The items/ test certificate of items, which for any reason are not acceptable to BHEL / Customer, shall be required to be retested. No extra charge shall be payable on those account by BHEL.

7. Mode of dispatch shall be by road through Schedule Bank/BHEL (PEM) approved transporters.
8. Other terms and conditions shall be as per Standard Technical specification, GCC Rev 07, & Enquiry letter.
9. This enquiry is subject to Conditions/ limits if any imposed in PMD/ Vendor registration.
10. Tentative quantity is given in enquiry.
11. Bidders to submit offer for RC of said items ONLINE via e-Procurement System only. Bidder to upload tender documents complete in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.


सुमीत साहस्र / SUMIT SAHASR
उप प्रबंधक (सी. एम. एम.) / Dy. Manager (CMM)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
पावर सेक्टर - पाकिस्तान / Power Sector - Pakistan
मैनेजमेंट / Management
दीर्घाई प्रभु / D. G. Prabhoo

Annex-V to NIT

BOQ TO NIT (PE/PG/RTC/E-6369/2019, Dtd.29/01/2020)

BOQ FOR NEUTRAL GROUNDING RESISTOR

RATE CONTRACT

SL. NO.

ITEM CODE

ITEM DESCRIPTION

UOM

QUANTITY

HSN CODE

FORMULA FOR UNIT EX- WORKS PRICE (DULY PACKED) OF TOTAL EX-WORKS PRICE (INR)

FORMULA FOR TOTAL EX- WORKS PRICE (DULY PACKED) (INR)

1

2

3

4

5

6

7

9

1

506-15029-A

NGR 11 KV (600A, 10 SEC, 11.06 OHMS)

NOS

15

—

(0.3245*X)/15

0.3245*X

2

506-15033-A

NGR 6.6 KV (600A, 10 SEC, 6.64 OHMS)

NOS

20

—

(0.3189*X)/20

0.3189*X

3

506-15030-A

NGR 3.3 KV (600A, 10 SEC, 3.32 OHMS)

NOS

15

8537

(0.1708*X)/15

0.1708*X

4

506-15019-A

HOT DIP GALVANISED MS SUPPORTING STRUCTURE WITH INSULATORS, FOUNDATION HARDWARES etc. FOR 11 KV NGR

NOS

13

7308000

(0.0237*X)/13

0.0237*X

5

506-15020-A

HOT DIP GALVANISED MS SUPPORTING STRUCTURE WITH INSULATORS, FOUNDATION HARDWARES etc. FOR 6.6 KV NGR

NOS

16

7308

(0.025*X)/16

0.025*X

6

506-15021-A

HOT DIP GALVANISED MS SUPPORTING STRUCTURE WITH INSULATORS, FOUNDATION HARDWARES etc. FOR 3.3 KV NGR

NOS

13

7308000

(0.0169*X)/13

0.0169*X

7

506-15022-A

COPPER BUSBAR 50X8 MM OF 10M LENGTH

LOT

42

7409

(0.1202*X)/42

0.1202*X

 29/01/2020
 SUMIT SAHAY / SUMIT SAHAYA
 Dy. Manager (CMM)
 Central Heavy Electricals Ltd.
 Power Division
 Management
 100, Industrial Area
 Phase-III, Katkari
 Bldg.

ANNEXURE - VI
RATE CONTRACT
NEUTRAL GROUNDING RESISTOR
ENQ. NO. PE/PG/RTC/E-6369/2019
Dtd.29/01/2020

Letter head of Company

Ref.....

Date.....

To,

Bharat Heavy Electricals Limited

PEM, PPEI Building, Plot No 25,

Sector -16A, Noida (U.P)-201301

Subject: - Certification regarding local content

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items offered by us of(package name).....for.....(Project Name/Rate contract)..... meets the requirement of minimum local content in line with Cl. No..... of NIT No..... dated..... and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018 & 29.05.2019.

We further confirms that details of location at which the local value addition is made will be our registered works at(address of the works)

Yours very truly

..... (authorized signatory of company)

..... (firm name)

authorized signatory
of company

ANNEXURE - VII

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 at1 through its Unit at..... (name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at2 hereinafter referred to as the 'Vendor/Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated3 valued at Rs 4 (Rupees)/ FC (in words5 (hereinafter called the 'Contract') and the Vendor/Contractor/Seller 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 6 (Rupees) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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

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

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor/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/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

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

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

Unless a demand or claim under this guarantee is made on us in writing on or before the8 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 exceed6
- b. This Guarantee shall be valid up to7
- c. Unless the Bank is served a written claim or demand on or before..... 8 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Dated..... ..

For and on behalf of

Place of Issue..... ..

(Name of the Bank)

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

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

3 DETAILS ABOUT THE NOTICE OF AWARD/ CONTRACT REFERENCE

4 CONTRACT VALUE

5 PROJECT/SUPPLY DETAILS

6 BG AMOUNT IN FIGURES AND WORDS

7 VALIDITY DATE

8 DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier/Bank issuing the guarantee.
3. In line with the GCC, SCC and contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a) From Nationalized Public Sector 1 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 (New Delhi for POs issued from PEM Noida/ PO issuing agency) is located i.e. Demand can be presented at the Branch located in the town/ city or at nearest branch where the Unit is located.
 - b) From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks** only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ Counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

or & On behalf of Guarantee issuing bank

(Office Seal)

Name:

E-mail ID:

Contact number: