



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
PROJECT ENGINEERING MANAGEMENT

Enq No.: PE/PG/RTC/ E-5639/2017

Date: 02/06/2017

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
June, 13, 2017
02:00 P.M. IST

Subject: Tender Enquiry for Rate Contract of Sump Pumps/Submersible Pumps

Dear Sir,

We are pleased to invite your tender offers for subject package. Please upload your best quotation/ offer in two (2) parts on <https://bheleps.buyjunction.in> for the requirement strictly as per schedule of price format before above mentioned due date & time. The details of the tender enquiry is as mentioned below:

Sl. No	Description for which Rate Contract is desired	Tentative Quantity	Delivery required
1	<u>Sump Pumps/Submersible Pumps</u> - Refer Technical specification no. PE-TS-RC-172-N001 Rev 0 for detailed description.	As per BOQ cum price schedule in Annexure-I) cumulative for the Prospective Projects as per Annexure-III.	Six (06) months from drgs. /docs. Approval in CAT-I issued by BHEL for respective project/requirement under the RC. Schedule of submission of drawing/documents shall be as mentioned in Cl. No. 13.0, Section -I Sub-Section-IA of Technical Specification PE-TS-RC-172-N001 Rev 0. Any deficiency in documents submitted w.r.t. agreed specification/ comments from BHEL shall be treated as non-submission and no. of days delay in submission of complete documents during approval process, on account of this, would be reduced from the delivery. The vendor shall be responsible for getting approval from BHEL as early as possible and BHEL will support the process, in full, within above time frame and terms & conditions. Vendors shall be informed that delivery period mentioned above is for contractual LD calculation purpose, however in case of exigencies BHEL may ask for early delivery.

(i) Rate contract on Firm Price basis is proposed for 2 years from placement of Rate Contract PO.

(ii) Rate Contract will also be finalized on total lump sum basis instead of item wise evaluation so that the complete requirement against one project is not spilt amongst various vendors to minimize operational difficulty. Bidders to quote total Ex-Works Prices for NIT BOQ, applicable % of Taxes & Duties in respective column & single freight % of total Ex-Works value considering delivery anywhere in India. The rest value shall be obtained by BHEL as indicated in priced schedule. Vendors to note that evaluation shall be done on CST basis, however in case, the entire business volume goes to one vendor (or volume of business shared between the vendors in line with enquiry) having manufacturing facility in the same state, then BHEL may do suitable amendment in PO on case to case

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basis for taking care the provision of VAT in case of project falling in the same State where manufacturing factory of the vendor is also located.

(iii) Bidders to note the following:-

- a) Rate contract shall be decided on the basis of Grand Total FOR site price of Total BOQ of Sump Pumps/Submersible Pumps as listed in price format (Annexure-I), Incomplete offer or offer for part of NIT BOM/BOQ shall be summarily rejected.
- b) Though evaluation is proposed on Grand Total FOR site, 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 Ex Works price for given BOQ at sl. no-'A.14' Column 5 of BOQ of Annexure-I.
- c) Bidders also requires to mention % of taxes/ duties (against respective column for ED, CST & Service Tax) applicable for each item of the BOQ.
- d) Bidder to give single freight % of total Ex-Works value considering delivery anywhere in India in the freight column.
- e) Rest of the prices shall be derived by BHEL in line with % allocation fixed for each item as given in Annexure-I & A.
- f) For better clarity to the bidders where value is to be filled is noted as "to be quoted" and for other columns it will be noted as "derived" which denotes shall be derived by BHEL as per % allocation fixed against each item

(iv) Refer Annexure-I for tentative Qty of Sump Pumps/Submersible Pumps required for prospective projects (refer Annex-III), Project list is indicative only, BHEL may ask for delivery anywhere in India for any of the project added in the prospective project/ existing projects during RC period.

(v) Limit on quantity variation shall be plus 30% of Contract Value (Ex Works) till validity of RC. The Purchaser shall have the right to increase or decrease quantities and scope up to the above extent of value and Seller/ Contractor shall be bound to accept the same at the contracted prices without any escalation.

(vi) Expected Spares (Annexure-A) are proposed to be considered for evaluation, however, bidders to note that ordering of the same is subject to received order of end customer i.e. in case end customer asked for Mandatory Spares along with main supply item then only order for Mandatory Spares shall be placed otherwise only main supply shall be taken.

(vii) Rate contract is to be done with 2 vendors in ratio of 70:30 value wise at L1 FOR site price for this package (BHEL will try to ensure % split mentioned above, however % of splitting of RC between 2 vendors may be changed during ordering process for reason such as if L1 bidder is not customer approved etc.). However, order for a project shall not be split and will be placed on single vendor.

(viii) L1 Rates shall be counter offered to vendors (L2, L3 & so on) in succession. If none accepts L1 rates, RC shall be done with L1 vendor for 100% value.

(ix) 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 enclosed with NIT instead of format mentioned in GCC Rev 06.

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(x) Drawings/ documents, equipment manufacture inspection & dispatch requirement will be as per Technical Specification no. PE-TS-RC-172-N001 Rev 0.

(xi) **Pre-Qualifying Requirements (PQR):** All the bidders (registered/ non-registered) to submit documents fulfilling PQR requirements (as per enclosed annex-V) with the bid & their further evaluation shall be done based on qualification in PQR.

(xii) Bidders to note that their bid shall be conditional subject to qualifying the PQR by registered vendors & non-registered vendors have to qualify PQR & get registered with PEM for the 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 will not be considered for evaluation**"

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.bhelpem.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.

(xiii) Bidder are required to submit offer strictly in accordance with the requirements of the above tender documents. Deviations (Technical as well as Commercial) from NIT are generally not acceptable, if any, Technical deviations and Commercial deviations shall be furnished in "**Cost of Withdrawal sheet**" (as per Annexure-II of GCC Rev. 06, copy enclosed) **only under the headings "TECHNICAL DEVIATIONS" and "COMMERCIAL DEVIATIONS"** respectively, along with reasons for taking such deviations. Deviations (Technical & Commercial) taken other than as mentioned on cost of withdrawal sheet shall not be considered.

(GCC Rev. 06 is available on <http://www.bhelpem.com/Documents/GCC/GCC-Rev-06.pdf> , you are requested to kindly download the same).

Tender Enquiry Terms and Conditions: -

1. Offers should be submitted in two parts online at <https://bheleps.buyjunction.in> as follows:
Part-I: TECHNO-COMMERCIAL BID (along with un-priced copy of Annexure-I)
Part-II: PRICE BID (along with priced copy of Annexure-I)
2. For detailed instructions, please see clause no. 2 of "Instructions to Bidders" of GCC, Rev. 06.
3. Standard pre-printed terms & conditions of the tenderers shall not be considered valid.
4. Bidder to submit complete tender 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.
5. Unsolicited fresh/ revised price bids shall not be entertained.
6. Tender will be opened at **03.00 PM on 13/06/2017.**

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7. 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.
8. 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.
9. **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/ e-bid already submitted to BHEL along with the offer. The envelope sealed price bid/ e-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/ e-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.

The Bidders has to quote the Single Price (i.e. Total Cost to BHEL) in Reverse Auction i.e. Price mentioned in Sl. no-C, column -9 with loading/de loading (if any). Price are to be inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form/VAT, Freight as applicable, including loading (if any). De-loading (if any) shall be done in line with NIT terms.

Important instruction to bidders in case of Reverse Auction

Following Condition in Reverse Auction shall be treated as follows:

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

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Resolution: - Ordering shall be done on lower of the two bids (RA closing price & Conventional Price Bid/ e-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/ e-bid.

Case-II (In case Bidder has quoted 'CST' in Conventional Price Bid/ e-bid and applicable Tax is 'VAT')

Resolution: - "Total Cost to BHEL shall be maintained by reducing proportion amount in Ex-works quoted by Bidder".

Case-III (In case Bidder has quoted 'VAT' in Conventional Price Bid/ e-bid and applicable Tax is 'CST')

Resolution: - Conventional Bid/RA quoted Prices shall be reduced and CST will be allowed.

Statutory variation shall be applicable.

Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.

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

Kindly consider the same while quoting the tender.

10. **Tenders should be submitted ONLINE via e-Procurement System only**, however, all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address :

Mr. N.C Sharma, Sr.ENGR/MM e-mail : ncsharma@bhelpem.co.in Ph. No. 0120- 4213591	Mr. I P Singh, Sr. Mgr./ CMM e-mail: INDRA@bhelpem.co.in Ph. No. 0120-4368749
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However, for **Technical clarifications**, following persons may be contacted:

Mr. Girish Chandra, Sr. ENGR./MSE e-mail: girishchandra@bhelpem.co.in Ph. No.0120-4368878	Mr. Ajay Jain, SR. MGR/MSE e-mail : ajayjain@bhelpem.co.in Ph. No.0120- 4368986
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11. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL websites only (www.bhelpem.com, www.bhel.com, & <https://bheleps.buyjunction.in>) 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 class III Digital Signature Certificate for participating in the subject Tender.

For Bidders' convenience, the Helpdesk Nos. of E-Procurement Portal m-junction are also listed below:

MJUNCTION HELPDESK Nos. 033-6601 1717, 9163348283 / 9163348284 / 9163348285 / 9163348286 / 8584008116 / eps.customercare@mjunction.in

CRM Contact Details:

Mr. Santosh Kumar - Cell No. 09717149600, santosh.kumar@mjunction.in

Ms. Rimi Ghosh – Cell No 09650044156, rimi.ghosh@mjunction.in

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12. If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e-procurement, in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch.
13. Any taxes and duties applicable on the date of bid but not quoted by the bidders shall be to the bidders' account.
14. Delivery terms for dispatches shall be FOR Dispatch Station.
15. CIF allocation is not applicable for this package.
16. Bidders to submit their offers strictly in line with the enclosed Price Format (Annexure-I).
17. This enquiry is subject to Conditions/ limits if any imposed in PMD / Vendor registration.
18. Procurement of the subject package shall be done through e-procurement.
19. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on EPS website (<https://bheleps.buyjunction.in>), BHEL website (www.bhel.com), BHEL-PEM website (www.bhelpem.com) & CPP Portal. Bidders should regularly visit websites to keep themselves updated.
20. Bidders participating through open tender will necessarily have to buy class III DSCs issued by the certifying authorities in India for future tenders. Basic procedure /checklist has been uploaded on www.bhel.com for participating in tender enquires through e- procurement.
21. Bidder to note that all other terms and condition shall be strictly as per NIT, GCC Rev. 06 & SCC. In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be NIT (this letter) / SCC / GCC Rev. 06.

NOTE: In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date.

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

N C Sharma
Sr. ENGR. / CMM

[Signature]
02/06/2017

Enclosures:

- a) NIT (this letter itself)
- b) Technical Specification No. PE-TS-RC-172-N001 Rev 0
- c) Annexure-I & A: Price Format
- d) Annexure-II: Deviation Sheet (Cost of Withdrawal sheet)
- e) Annexure-III: List of prospective projects
- f) Annexure-IV-Special Conditions of Rate Contract (SCC).
- g) Annexure-V: PQR (Pre-qualifying Requirement)
- h) PBG Format
- i) GCC REV.06 is available at BHEL-PEM website www.bhelpem.com

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Name of Bidder:

6 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 (refer col. No. 10). Applicable Spares prices shall also be derived by BHEL as per % allocation given in Annex A.

Ex-works price of expected spare in percentage w.r.t Unit Ex-works Cost of that particular type of sump pump derived at column 4 of Price schedule Annex-I.:

SL.NO.	Spares for sump Pump sets:	TYPE-1	TYPE-2	TYPE-3	TYPE-4	TYPE-5	TYPE-6	TYPE-7	TYPE-8	TYPE-9	TYPE-10	TYPE-11	TYPE-12	TYPE-13
A. 415 V Motor														
1	Terminal plates	0.21%	1.60%											
2	Motor	10.53%	40.00%											
3	Bearings (DE and NDE) for motor	4.21%	7.68%		4.80%	2.74%	3.84%	2.40%	1.07%	2.40%				
B. C&I Spares														
1	Each type of PBs used in the equipment/system.		1.20%		0.25%	0.14%	0.20%	0.25%	0.11%	0.25%				
2	Electrical Metering (voltmeter, ammeter on local control panel)		1.60%		1.00%	0.57%	1.60%	0.50%	0.22%	0.50%				
3	Level Switches		8.00%		5.00%	5.71%	8.00%	10.00%	4.44%	10.00%				
4	Pressure gauge									0.20%				
5	Hooters, Buzzers		0.80%		0.50%	0.29%	0.40%	0.25%	0.11%	0.25%				
Relay based Control Panels														
6	LEDs for indicating lights		1.92%		2.40%	0.23%	1.92%	0.40%	0.18%	2.00%				
7	Control circuit fuses		10.80%		4.50%	1.29%	10.80%	2.25%	1.00%	2.70%				
8	MCB/MCCB		28.80%		6.50%	3.43%	28.80%	6.00%	2.67%	6.00%				
9	Relays modules & contactors.		0.80%		2.00%	0.57%	4.80%	1.00%	0.44%	1.00%				

Mandatory Spare Note:

1. Spares not applicable for the Package to be specifically quoted as "NOT APPLICABLE".
2. In case if such items of spares indicated as "not applicable" by bidder in its offer, are found applicable at a later date during execution of the project, such items of spares are to be supplied within the ordered cost of the mandatory spares.
3. In respect of quantity mentioned as 'Set' means the total quantity of all the components/items used in particular equipment unless otherwise specified.
4. Any item indicated as "Not Applicable" by bidder but actually found applicable for that pump type, shall be supplied by bidder at cost based on cost percentage break-up for spares furnished along with NIT.

**ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWAL)****PACKAGE:- Sump Pumps/ Submersible Pumps****TENDER ENQUIRY REF NO-PE/PG/RTC/E-----/2017, DTD-****NAME OF VENDOR:-**

SL NO	VOLUME/ SECTION	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 OF DEVIATION (POSITIVE/ NEGATIVE)	REASONS FOR QUOTING DEVIATION
TECHNICAL DEVIATIONS									
COMMERCIAL DEVIATIONS									

PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE

NAME	DESIGNATIONS	SIGN & DATE

NOTES:

1. For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. For directly dispatchable items, cost of withdrawal of deviation will be applicable on the basic price including taxes, duties & freight.
3. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.
4. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
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 bidder shall furnish price copy of above format along with price bid.
7. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
8. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered
9. For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of
10. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
11. 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.
12. 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
13. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
14. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

Annexure-III

List of Prospective Projects:

- (i) 2 X 660 MW ENNORE SEZ
- (ii) 2X 800 MW UPPUR STPP
- (iii) 1X250 MW ROURKELA PP-II EXPANSION (NSPCL)



Annexure-IV: Special Condition of Rate Contract for Sump Pumps/ Submersible Pumps

1. BHEL/PEM intends to enter into Rate Contract for the tendered BOQ of Sump Pumps/ Submersible Pumps for a period of two years. The Rate Contract shall come into force from the date of issue of Purchase order for Rate Contract.
2. Freight charges shall be paid on percentage on ex-works prices or actual freight charges paid to transporter whichever is lower against production of documentary evidence. Vendor to quote freight charges as percentage (%) of ex-works price for destination anywhere in India.
3. Bidders to note that Excise Duty is payable on self manufacturing item only as per clause no 4.1.2 of GCC Rev 06 & hence for their BOI may quote Excise Duty is inclusive or Nil.
4. The prices shall remain firm during the validity period of RC.
5. 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.
6. 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 dispatch shall be by road through Schedule Bank/BHEL (PEM) approved transporters.
8. Other terms and conditions shall be as per Standard Technical specification no. PE-TS-RC-172-N001 (Rev-0), GCC Rev 06 & Enquiry letter.
9. This enquiry is subject to Conditions/ limits if any imposed in PMD/ Vendor registration.
10. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.





**PRE - QUALIFYING
REQUIREMENTS
(TECHNICAL)**

DOCUMENT NO: PE-PQR-RC-172-N001

REVISION NO: 0 DATE: 30.05.2017

SHEET: 1 of 1

ENQUIRY NO:

PROJECT: RATE CONTRACT

PACKAGE: SUMP PUMPS/ SUBMERSIBLE PUMPS

1. The bidder should have designed, manufactured, tested, inspected & supplied each of the following type of sump pumps with minimum 5.5 KW rating for fixed/portable type, which have been successfully in use for at least 1 year in thermal power plant or similar industry/ application and bidder is in business of Submersible pumps/ sump pumps (as applicable) on continuous basis:

- a) Submersible sump pumps
- b) Vertical sump pumps
- c) Horizontal Centrifugal sump pumps

Bidder to comply to general points of PQR available at <http://bhelpem.com/vensection/PMD/PMD.aspx> . In case bidder is not OEM, the offer shall be evaluated as per point no 1 of general points of PQR.

2. The Bidders shall furnish following support documents for assessment of Bidder w.r.t. PQR as indicated at Sl. No. 1 above:

- A. Bidder's Experience list for each type of Sump for last 5 years for assessment of bidder for supplying the Submersible pumps/ sump pumps (as applicable) on regular basis in enclosed format- Annexure-1.

Bidder shall furnish the PO copy/approved documents/ Dispatch details of atleast one executed Contract as indicated in the experience list.

- B. Bidder shall furnish any one from below in support of successful performance of Submersible pumps/ sump pumps (as applicable) for one year:

- i. Satisfactory Performance feedback certificates from End Customer (Owner) (in English) for at least one successfully executed contract which has been in use for atleast One year indicating salient features like year of commissioning of each type of Sump Pumps, rating of project, Flow, head & rating of Submersible pumps/ sump pumps (as applicable), project name etc., date of issue of certificate and name/ designation of the certificate issuer for power plant/similar application industry.

OR

- ii. The bidder has been awarded One repeat contract for each type of Sump Pumps from End Customer (Owner) / Purchaser (in English) for power plant/similar application industry. Repeat contract shall be considered when the second contract is given by the same purchaser/ owner after lapse of minimum 1 year from execution of first contract. Supporting documents for execution of the Contract like dispatch details, MDCC, Inspection report etc. along with the PO Copy to be furnished, if bidder intends to submit the documents for Repeat Contracts.

OR

- iii. In case, bidder has executed contract(s) for BHEL-PEM, internal assessment by BHEL-PEM shall be followed for evaluation for satisfactory performance. For this, bidder to submit the request along-with relevant documents.

Note: -

- Purchase order copy, approved drgs/ technical data sheets etc. are to be submitted along with the bid for which the bidder intends to furnish the performance feedbacks / repeat contracts for each type of sump pumps for reference purpose only.
- In case specification requirement is for all the options (viz. Submersible sump pumps, vertical sump pumps & Horizontal Centrifugal sump pumps), the credentials for all the options shall be applicable & to be furnished by bidder separately.

Annexure – 1

EXPERIENCE LIST

EQUIPMENT: Sump Pump

Vendor:

SL. NO.	PROJECT/ INSTALLATION	CUSTOMER/ CONSULTANTS	YEAR OF SUPPLY	TYPE OF PUMP	FLOW RATE (M3/HR)	HEAD (MWC)	MOC (Casing/Impeller etc.)	QUALITY OF WATER	QTY.	Performance Certificate enclosed (indicate Y/N)



BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

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

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

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

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

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

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

This Guarantee shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. 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.