BHARAT HEAVY ELECTRICALS LIMITED
PURCHASE / MM / BOI
BHEL / TRICHY

Ref: FB180/1801900580 Date: 28-06-2019

ANNEXURE-A

ENQUIRY CONDITIONS FOR SUPPLY OF ELECTRICAL HANDLING EQUIPMENTS & MANDATORY SPARES

Note: ***This Annexure has to be mandatorily filled & signed by the manufacturer and submitted along with Technical Bid.***

Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation (if otherwise mentioned).

Sl No	BHEL Requirements	Supplier Comments (Acceptance or otherwise for each point to be given)
1	Supply of Electrical Handling Equipment shall be as per the enclosed specification No. **MOU/TPBHEL/HOIST Rev.05, Annexure-I, III & Section -5.0 to specification** and following drawings: a) Drg No.1-99-100-40888/01 b) Drg No.1-99-100-40889/01 c) Drg No.1-99-400-40890/01 d) Drg No.1-99-400-40891/01 e) Drg No.0-99-502-40357/02 f) Drg No.2-99-600-40717/02	
1.1	Vendor has to follow BHEL SQP **(QP No. SQP:SD:18 Rev No: 00 dt.16.07.2018) enclosed with the tender** and submit the signed and sealed copy along with the technical offer.	
1.2	Vendor to confirm compliance to our specification requirement	
1.3	Your offer shall be considered only if your company is meeting Tender Prequalification requirement (Annexure C (for Packages I&II) & Annexure C1 (for Package III)). Vendor to comply with Pre-Qualification requirement (Annexure C & Annexure C1) of the tender and submit along with their technical bid - the credentials and other documents as indicated in the PQR in the format prescribed. Otherwise their offer may get rejected.	
1.4	**Documents submitted along with Offer (**as per the enclosed specification No. MOU/TPBHEL/HOIST Rev.05 clause 3.0) i) Quality plan, General arrangement & DSL arrangement / Schematic drawing showing the critical dimensions with complete bill of materials. All dispatchable components / assemblies shall be indicated in detail. Sub-vendor items' make also shall be indicated in the drawing. ii) Wiring circuit diagram with details of make, type and rating of all components. iii) Spares list if required for 3 years of trouble free operation along with price. Commissioning / Initial spares shall form part of the base offer. iv) Duly filled-in and signed General Data Sheet (Section 5) for trolley with hoist, under hung crane and down shop lead system with all required details. v) Write up on special features if any. vi) Technical specification for equipment. vii) Catalogues and other details of the product shall be submitted along with the offer. viii) Exclusion: Any exclusion from scope of supply shall be clearly spelt out in the offer itself. Exclusion of major / critical items shall make the offer liable for rejection.	
1.5	Painting shall be done as per the applicable painting schedule for this project	

1.6	End customer approval is applicable for this tender. Vendor has to submit all credentials along with your offer to take up with our customer for approval of your firm. It may please be noted that, your priced bid will be considered only if you get approved by our customer before the date of Price bid opening.	
1.7	Tender will be evaluated on individual package (i.e. each package separately) basis given below: ➢ **Hoists with DSL and its Mandatory spares - up to 20T Capacity : Package I** (Main Hoist+ DSL- Enquiry Sl. Nos.10 to 40 & 90 to 180 and Mandatory Spares- Enquiry Sl. Nos. 190 to 440 & 710-1340) ➢ **Hoists with DSL and its Mandatory spares – 22T Capacity : Package II** (Main Hoist+ DSL- Enquiry Sl. Nos.50& 60 and Mandatory Spares- Enquiry Sl. Nos. 450-570) ➢ **Hoists with DSL and its Mandatory spares - 58T Capacity : Package III** (Main Hoist+ DSL- Enquiry Sl. Nos.70& 80 and Mandatory Spares- Enquiry Sl. Nos. 580-700)	
2	**Payment terms:**	
	2.1 Indigenous	
	Payment term is 100% direct EFT payment after **60 days** from the date of receipt and acceptance of materials.	
	a) Offers of indigenous Suppliers with payment terms as LC / Advance Payment/ BOE are liable for rejection.	
	2.2 Import	
	a) BHEL Payment term is 100% payment on **CAD basis after 60 days** from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.	
	b) In the case of **Usance LC** (**60 days** from the date of receipt of documents, specified in PO, at BHEL bank) the loading will be considered @ 1.5% on the offered Value.	
	c) Quoted currency to be indicated	
Note: *If Hence supplier shall intimate the material readiness accordingly for opening of L.C. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account.*		
3	**Delivery Terms:**	
	The offer shall clearly indicate delivery period in fixed number of weeks/Months from the date of Purchase Order. The delivery requirement is staggered given in the Annexure-1. Delivery date shall be **4 months from the date of manufacturing clearance (or) document approval whichever is later.**	
4	**LD Clause Confirm acceptance for**	
	Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD at the rate of 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value. **LD clause for staggered delivery schedule**: LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of total order value.	
	For Info: Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). Loading will be done for deviation. Loading value = (Mentioned LD in the enquiry - Accepted LD in the offer by the vendor) in % x Base value **Imports**: CFR order- LD will be calculated based on date to Bill of Lading/Airway Bill **Indigenous**: FOR order - LD will be reckoned from the date of LR/Invoice whichever is later. However inordinate delay in delivering the materials will not suffice the case.	

5 **Offer Submission:**

5.1 Indigenous:

1. Submit your FIRM competitive offer - (basic price & freight) with best possible delivery for Main Hoist on **FOR site basis ONLY**
   and Mandatory spares on **FOR BHEL Trichy Stores** only.
2. Price Variation Clause (PVC) is not acceptable and offer shall be rejected.
3. Any other extra charges are to be indicated clearly.

GST:

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no. which should clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
2. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
5. All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) alongwith penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

4. The offer will be evaluated on **total landed cost** to BHEL, Trichy as below,
   Total landed cost = Base Price +Quoted Freight Charges (Vendor Scope) + applicable taxes + commercial loading as applicable+ Insurance charges (in BHEL Scope) - applicable tax credits
5. Offer shall be submitted in **TWO PART** bid system i.e Technical bid along with commercial conditions and price bid separately through BHEL e-Procurement route only.

Note:

1. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

	2. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number. 3. TDS will be deducted in line with Notification 50/2018 –Central Tax dated 13.09.2018 and certificate will be issued for the same.	
	5.2 Imports:	
	a. Suppliers to quote their rates on CFR-Chennai basis only. The quote should be inclusive of all charges, including testing packing, inspection etc. Ocean freight (LILO basis) for CFR, Chennai shall also be quoted separately. BHEL will finalize order on either FOB or CFR basis keeping its commercial interest.	a)
	Note: Offer on CFR (without freight breakup) or FOB only is not acceptable, both FOB & ocean freight to be quoted separately	
	b. Shipment shall be through container only. Accordingly supplier shall quote the freight charges on LILO (LINER IN LINER OUT) basis.	b)
	Note: Pls check Clause 2(d) above and may quote suitable size accordingly meeting the aforesaid shipment requirement	
	c. For shipment through container, acceptance to the following points are required. i. B/L should bear the endorsement that "14 free days for Container Detention is applicable". ii. For CFR terms, moved through Containers (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost.	c)
	d. Price Variation Clause is not acceptable and offer shall be rejected	d)
	e. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	e)
	f. The offer will be evaluated on **total landed cost** to BHEL-Trichy as below: **Total landed cost** = CFR Chennai + Customs duty as applicable + 22% loading on Freight in case of deviation mentioned in point (5.2.c) above + Import Incidentals + Commercial loading as applicable - applicable tax credits..	
	Note 1. For Import Consignments Insurance will be arranged by BHEL, Trichy. 2. Exchange rate for converting such offers to INR will as SBI TT selling rate as on the date of Technical/Un-priced bid opening date in case of two part (technical + price bid) bid and price bid opening date in case of single part bid (only price bid). Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty. In case the day of bid opening happens to be bank holiday in India, then exchange rate as on previous bank working day will be considered for evaluation. 3. Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty. 4. Indian Customs has imposed a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. The maximum free time allowed is 24 hrs from the time of arrival of cargo at final port of discharge. At present penalty is Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter). Hence the supplier shall submit the Non-Negotiable Documents (Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin, etc.) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge. 5. In case of any penalty due to late filing of Bill of entry for reasons attributable to suppliers (as listed below), the same will be recovered from the bills of supplier: i. Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival ii. Discrepancy in documents iii. Short landing of Consignments (For shipments on CFR– Chennai Port) 6. For all the shipments for the contracts (POs) finalized on CFR- Chennai Port basis, a) Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. To avoid any delay, BHEL prefers Single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL.	

	b) The detention/demurrage charges arise due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Supplier's bills. c) Apart from the Terminal Handling Charges, Container cleaning Charges & Delivery Order Charges at final port of discharge, any other charges will not be borne by BHEL. d) The liner/freight forwarders shall be informed by the Vendor not to claim any additional charges (like charges listed below) for issuing Delivery Order. In case if the liner/freight forwarder claims such charges, the same amount will be deducted from the Vendor bills with/without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden charges are listed below. 1. CIC - Container Imbalance Charges/Surcharges 2. CAF - Container/Currency Adjustment Factor 3. RDS - Rupee Depreciation Surcharge 4. EIC - Equipment Imbalance Charge/Surcharges 5. BAF - Bunker Adjustment Factor 6. CDS - Currency Depreciation Surcharge	
6	**Guarantee / Warranty Period**	
	Guarantee clause 24 months from the date of supply or 18 months from the date of Commissioning of the equipment, Whichever is earlier.	
	Warranty Period: No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period it may leads to rejection of offer.	
7	**Performance Bank Guarantee:** Submission of Performance Bank Guarantee as per the attached standard BHEL format is mandatory. 10% of material value as PBG shall be offered.	
8	Agency commission, if any should be clearly given in the offer (% on FOB).	
9	Repair & replacements	
	Within the guarantee period, vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end. All incidental charges like freight, insurance and customs duty are to vendor account only. The defective parts and components shall be collected by vendor's Indian agent or / authorized person, only after completing the replacement / repairs. Pl note that the defective parts / components will not be returned back to vendor works by us due to procedural problems.	
10	Indicate the Port of shipment	
11	Indicate the Mill (Name, Location) & Country of origin	
12	One Indian agent can represent one foreign principal only and submit one offer for these tender items. **Note:** In order to maintain sanctity of the tender system it is mandatory that one agent cannot represent two suppliers or quote on their behalf in a particular tender enquiry. If any agent represents more than one supplier, all such offers will be rejected.	
13	Agency Commission :	
	a) In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariable be shown separately in the Performa invoice & shall be declared in techno-commercial offer itself and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract. b) For calculation of rupee equivalent for agency commission, exchange rate as prevailing on the date of order will be taken.	
14	The due date mentioned in the enquiry is the date of opening of techno-commercial bid. After the scrutiny of technical bids, price bids of only technically accepted offer shall be opened with prior intimation.	
15	Offer is to be submitted in TWO part bids system in the E-Procurement portal. Scan copy of the filled Annexures, Tender documents etc., shall be uploaded in the EPS portal	
16	Offers for this enquiry will be accepted through e-procurement (EPS) route only. For EPS system vendors have to arrange their own digital signature (DSC). BHEL will not provide DSC to any vendor.	

17	Lowest Prices received against BHEL tender need not be the technically acceptable one and in that case BHEL reserve the right not to consider the same	
18	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by purchaser will not be applicable to the contract	
19	**Risk Purchase Clause:**	
	BHEL at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance.	
20	Bidders are requested to submit their best competitive prices at the first instant itself and no revision of prices will be entertained after the tenders are opened.	
21	**MSE VENDOR**: MSE suppliers can avail the intended benefits only if they submit along with the offer, copy of Udyog Aadhar along with attested copy of a CA certificate (Format enclosed) applicable for the relevant financial year (latest audited). 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. As per the existing government guidelines following is applicable: In case L1 is non-MSE, L2 is MSE supplier satisfying the eligibility criteria (should have quoted within L1 rate +15%) and if they accept the L1 rate on counter offering, PO for the package will be given to the L2 MSE vendor. In case of eligible L2 MSE vendor not accepting the L1 rate, we will take up with other eligible MSE vendors and so on.	
22	**Tender Finalization:** The tender will be finalized based on the total cost to BHEL and L1 vendor will be arrived accordingly.	
23	**Validity of offer:** 120 days minimum from the date of techno commercial bid opening.	
24	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
25	**Reverse Auction:** BHEL may finalize the tender through Reverse Auction Process.	
26	In case of order, Documents (Drawings, Data sheet & Quality plan in triplicate) shall be submitted within two weeks from the receipt of order	
27	**For New Vendors (only offer of manufactures will be considered)**	
	a. It is suggested that for new suppliers (not registered with BHEL) may register through online portal **http://www.supplier.bhel.in** and submit all relevant documents.	
	b. Offer from traders/stockist will not be considered. In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted, along with registration documents else offer is liable for rejection. Agency agreement requirements attached as separate file and full compliance to it shall be ensured while submitting the same.	
	c. Along with the offer document the following documents shall be submitted in part-I bid. **i. Mandatory requirements (Supplier must submit the below mentioned documents or else offer may be liable for rejection):** 1. Details of the mill with equipment & facilities. 2. Past 3 year audited financial report.	

	3. Agency agreement (in case of Foreign or Indian agents). **ii. Additional details required (not mandatory and these shall be submitted additionally for establishing the credentials)** 1. Recent D&B or Creditreform reports (In case of import vendor) of mill, foreign agent or principal. 2. Approval certificates issued by international agencies or your customers such as Lloyds, TUV etc. 3. Product catalogue and other related documents.	
28	**Fraud Prevention Policy**	
	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.	
29	**Cartel Formation**	
	All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.	
30	**Authorisation for participation in EPS portal through DSC**	
	a. E-Tender Participation requirements	
	Either Principal or authorised agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). You are advised to pls go through the FAQ available in the web portal (**https://bheleps.buyjunction.in**). DSC shall be registered for the authorised person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally.	
	b. For foreign Principal	
	In case of Principal (being foreigner) they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage **http://www.cca.gov.in/cca/**	
	c. For Indian agent	
	In case of agents participating/registering their DSC (of authorised person), it will be at the sole authorisation of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.	
	d. DSC Authorisation	
	Pls intimate the authorised person name, Mail ID for registering DSC with us to participate in E-Tenders	
31	**Documents to be sent during dispatch required for Indigenous suppliers (after PO placement)**	
	1. Invoice and LR.	
	2. One set of MTC, Original invoice (In case of VAT - Plus two copies, In case of CST – Plus one copy), LR copy shall be sent to MM/Purchase for bill processing.	
32	**Documents to be sent during dispatch required for Import suppliers (after PO placement)**	
	a. Bill Of Lading	
	b. Invoice, should show the description of the goods and the unit rate of each item as in the purchase contract. Against each item in the invoice and packing list, the serial number of the corresponding item in the purchase contract or as per order acknowledgement should be indicated.	
	c. Packing list must indicate case identification, case dimension, and case contents, no of bundles, gross and net weight.	
	d. Country of origin Certificate	
	e. ALL TEST CERTIFICATES ARE TO BE SUBMITTED **IN COMPLETE SET** AS INDICATED IN OUR SPECIFICATION/QAP	

	f. In case of Branch office / Liaison office in India bidding against this tender on behalf of their principal RBI clearance letter to be submitted.	
	All the above documents should be submitted in triplicate & in all documents Contract No., L.C. No. and Import License No. are to be indicated.	
33	**Execution of the Order**	
	a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL"s end customer/s. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order.	
	b. In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.	
	c. In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.	
34	**Role of Agents:**	
	a. BHEL will deal directly with manufacturers only. Offers from Traders & Stockist will not be considered.	
	b. BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL"s tenders.	
	c. BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL.	
	d. In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions	
35	**Conditions for transportation:**	
	In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading".	
	Resolution of Disputes	
36	a. If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.	
	b. If the parties fail to resolve their dispute or difference by such mutual consultation within 30 days of its occurrence, then, unless otherwise provided in the contract, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in BHEL Trichy, appointed to be the arbitrator by the General Manager/MM BHEL Trichy. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)	
	c. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., BHEL Trichy.	

	d. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy, India	
37	**In the event of Force Majeure**:	
	a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, freight embargoes and Acts of GOD.	
	b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	
	c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.	
	d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs	
38	**General terms**	
	1. Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation.	
	2. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages	
	3. All uploaded/submitted documents against this tender shall be signed in each page and sign shall be by principal / Mill.	
	4. Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.	
	5. Any clarification regarding tender shall be done before Part –I due date itself through EPS portal itself, and in case of immediate non-availability of DSC you can clarify through with the following mail ids prateekkumar@bhel.in or gireesh@bhel.in The above mail id is provided for initial clarification purpose only and no further correspondences shall be entertained through this mail ids.	
	6. Unloading of the materials is in the scope of BHEL. However Demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on supplier's accounts only.	
	7. Applicable INCO term for this tender is INCOTERMS 2010	
	8. Supplier has to submit the **Non-Negotiable Document** before the shipment reaches the port or else the demurrage and detention charges will be deducted from suppliers invoice.	

	9. The supplier shall arrange for packing suitably in all respects for normal transport by air / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards. In case of dispatch through air then materials shall be shipped in Air worthy packing condition. Packing charges will be supplier's account.	
	10. If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.	
	11. In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.	
	12. In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by EPS / e-Mail message. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original offer.	
	13. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the tender. Otherwise, it will be treated as that all those terms and conditions as mentioned in the tender are acceptable in Toto.	
	14. Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.	
	15. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, ➢ **https://bheleps.buyjunction.in** ➢ **http://eprocure.gov.in**	
	16. The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight shall be shown appropriately, as applicable). Insurance in BHEL scope.	
	17. In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.	
	18. Indigenous suppliers should submit the prices in Indian Rupees only. Import suppliers may submit their bid in foreign currency. The currency for quoting shall be selected from the drop-down menu provided.	
	19. In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.	
	20. Evaluation of offer	
	a. The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.	
	b. Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison.	
	c. For suppliers within Tamil Nadu state, as per prevailing VAT Act, VAT input credit is currently 5%. For suppliers from other Tamilnadu 2% CST will be paid against C-Form.	
	d. BHEL reserves the right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.	
	e. BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order and If so required by BHEL, Supplier may have to share their costing sheet with BHEL.	

	f. In the event of any change in scope / quantity arising out of the discussions, offerer would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price	
	g. Unless otherwise specified, evaluation will be on individual line item basis only and ordering will be on respective L1 vendors	
	21. **Duty benefits for Import Vendors**	
	a. In case CEPA or any other agreement/treaty between respective Governments/Countries exists for the enquired Items/tender, which entails concessional custom duty or any other benefits for importing the same in India, supplier shall declare/ mention it in their offer. Pls confirm whether any such concessional duty for importing in India is applicable or not.	
	b. For such cases, pls mention the Concessional Customs Duty (% of Basic custom duty) for the offered item/s. Pls mention in percentage only.	
	c. Documentary proof for the applicable Concessional Customs Duty (e.g. CEPA or other agreement) shall be submitted along with the Part-1 bid.	
	d. Relevant documents to avail the above concessional duty benefits by BHEL shall be submitted by the supplier along with dispatch documents. Confirm your acceptance.	
	e. In the event of seller failing to provide appropriate documents along with dispatch documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account.	
	Note: Evaluation of the Price bids will be based on the above details. Unless specifically mentioned/furnished by the supplier in the offer document, Customs Duty benefit may not be applied for evaluation purposes.	
39	Signed copy of THIRD PARTY NON-DISCLOSURE AGREEMENT attached to technical bid.	
40	**Preference to Make in India**: For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 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.	
41	**Patent Right**	
	The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.	
42	**Caution:**	

	➢ The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time. ➢ The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.
42	**In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution**.
43	Offers shall be submitted in TWO PART bids system (TECHNO-COMMERCIAL BID + PRICE BID).The bidder shall submit his response through bid submission to the tender on e-procurement platform at https://bheleps.buyjunction.in **within 14:00 Hrs (GMT +05:30)** of the due date of this tender. The bidder would be required to register on the e-procurement market place https://bheleps.buyjunction.in and submit their bids online. SEALED COVER BIDS/ E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. Supplier shall upload any other tender documents in the E-Procurement Portal only.

On behalf of BHEL	To be filled & Signed by Original Manufacturer/Mill Name of the mill / Principal: Signature: (Affix Seal) (All conditions were read & clearly understood and agreed in totality with the mentioned deviations only)

Annexure B

MM/BOI/BHEL TRICHY

SPECIAL TERMS AND CONDITIONS

1. This tender is for the supply of Electrical Handling Equipments with DSL and Mandatory Spares shall be as per attached specification No. **MOU/TPBHEL/HOIST Rev.05, Annexure-I, III & Section -5.0 to specification** and following drawings:

   a) Drg No.1-99-100-40888/01
   b) Drg No.1-99-100-40889/01
   c) Drg No.1-99-400-40890/01
   d) Drg No.1-99-400-40891/01
   e) Drg No.0-99-502-40357/02
   f) Drg No.2-99-600-40717/02

2. Tender will be evaluated on individual package (i.e. each package separately) basis as given below:

Enq. Sl.No.	Material	Description	Quantity in No.	Package Details
Package-1: Hoists with DSL-up to 20T Capacity & Mandatory Spares				**Package -1**
10	L182319910001001	ELEC.TWH CAP.20.0T LIFT:7.5M-PA&FD MOTOR	10	
20	L182319910001002	DSL-CABLE TROLLEY TYPE 21.340M LG.	10	
320-440		Mandatory Spares for 20.0T LIFT:7.5M Hoist		
30	L182319910001003	ELEC.TWH CAP.5T LIFT:11.5M-PA&FD ROTOR	10	
40	L182319910001004	DSL-CABLE TROLLEY TYPE 21.362M LG.	10	
190-310		Mandatory Spares for 5T LIFT:11.5M Hoist		
90	L182319940001001	ELEC.TWH CAP:2.0T LIFT:31.0M-APH ELEMENT	5	
100	L182319940001002	DSL-CABLE TROLLEY TYPE 61.000M LG.	5	
710-830		Mandatory Spares for 2.0T LIFT:31.0M Hoist		
110	L182319940002001	ELEC.TWH CAP:2.5T LIFT:14.75M-SCAPH ELEM	5	
120	L182319940002002	DSL-CABLE TROLLEY TYPE 32.250M LG.	5	
840-960		Mandatory Spares for 2.5T LIFT:14.75M Hoist		
130	L182319950201001	ELEC.UHC.CAP:12T;SPAN:7.5M OVRHUNG 600MM	5	
140	L182319950201002	ELEC.TWH-CAP:12T;LIFT:80.0M	5	
150	L182319950201003	DSL-CABLE TROLLEY TYPE;58.0 M LG.	5	
160	L182319950201004	WIRE ROPE DIA 28MM; L=35M	25	
970-1210		Mandatory Spares for 12T;LIFT:80.0M Hoist		
170	L182319960001001	ELEC.TWH CAP:2.0T LIFT:5.5M-FOPH HAND.	1	
180	L182319960001002	DSL-CABLE TROLLEY TYPE 185.000M LG.	1	
1220-1340		Mandatory Spares for 2.0T LIFT:5.5M Hoist		
Package-2 : Hoists with DSL-22T Capacity & Mandatory Spares				**Package-2**
50	L182319910002001	ELEC.TWH CAP.22T LIFT:15.5M-ID FAN ROTOR	5	
60	L182319910002002	DSL-CABLE TROLLEY TYPE 64.400M LG.	5	
450-570		Mandatory Spares for 22T LIFT:15.5M Hoist		
Package-3 : Hoists with DSL-58T Capacity & Mandatory Spares				
70	L182319910003001	ELEC.TWH CAP.58T LIFT 9.2 M ID FAN MOTOR	5	**Package-3**
80	L182319910003002	DSL-CABLE TROLLEY TYPE 64.800M LG.	5	
580-700		Mandatory Spares for 58T LIFT 9.2 M Hoist		

Annexure B

3. The tender shall be floated through e-Procurement system. The tender is in two parts. One part consisting of techno-commercial details and other with price details:

   (i) **Technical Bid** (Consisting of Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate etc.) Bidders may name the files indicating the nature of content in pdf/zip format which would be required to be attached in e-tender.

   (ii) **Price Bid** – Prices to be quoted through e Procurement system only

   For indigenous vendors prices shall be quoted on for Main Hoist on FOR site basis and Mandatory Spares on FOR BHEL Trichy Stores basis freight shall be quoted extra. Insurance shall be in BHEL scope.

   For Import vendors prices shall be quoted on CFR/Chennai sea port basis, Materials price & sea freight shall be indicated separately.

A) Technical Tender (UN priced Tender)

All Technical details (eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

(i) Technical Bid (without indicating any prices).

(ii) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization Form. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this tender.

B) Price Bid:

1. Price Bid to be submitted through our e Procurement system.
2. The price should be quoted for the accounting unit indicated in the e-tender document.

Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation may result in REJECTION of offer.

For any queries regarding tender you may contact

1) Mr. Prateek Kumar Jain
SR. Engineer /MM/BOI
BHEL Trichy
0431-2577876
prateekkumar@bhel.in

2) Mr. Gireesh Babu A V
Engineer/MM/BOI

Annexure B

BHEL Trichy
0431-2577285
gireesh@bhel.in

4. BHEL reserves the right to increase or decrease the tendered quantity.
5. BHEL reserves the right to negotiate the L1 rate.
6. BHEL reserves the right to re-float the tender opened, if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.
7. Vendors have to confirm to the Annexure A - Commercial Terms attached.
8. Point wise confirmation to enquiry conditions are to be submitted with technical offer.
9. Inspection by BHEL or BHEL nominated agency shall be carried out at vendor's works prior to despatch.

Technical Pre-Qualification Requirements: - ELECTRIC HOIST (up to 40 T capacity)

Bidder should have designed, manufactured, tested and supplied electric Hoists of minimum 20 T capacity which should have been successfully put in use for at least one year in power plant or other industries e.g. refinery/steel/process/commercial etc.

If the Bidder quotes for Electrical hoists greater than 20 T, then bidder should have successfully designed, manufactured, tested and supplied electric Hoists of minimum capacity as quoted (by the Bidder) in the tender and the same should have been successfully put in use for at least one year in power plant or other industries e.g. refinery/steel/process/commercial etc.

For the above, the Bidder has to submit any of the following supporting documents meeting above mentioned pre-qualifying requirement:

i) Copy of minimum two performance certificate from end user along with copy of related Purchase Order (meeting the minimum pre-qualifying requirement) specifying that the product is running successfully for one (1) year from date of commissioning.

OR

ii) Minimum three customer's/third party inspection reports along with purchase order copy meeting the minimum pre-qualifying requirement.

OR

iii) Minimum three purchase orders (placed with minimum gap of 6 months from previous purchase order) from same purchaser meeting the minimum pre-qualifying requirement.

Instructions to Bidder

A. Bidder should submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/inspection report/ purchase order.

B. All the above PQR satisfying document submissions should be enlisted and submitted as Annexure-D. (the format given below).

C. Bidder may also qualify based on the credentials of principal with whom the Bidder is having valid collaboration/licensing agreement to meet the package specific pre-qualifying requirements.

D. In case the documents submitted for meeting PQR are in language other than English, notarized English translation shall also be submitted.

E. BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, as per BHEL evaluation procedure.

F. Final acceptance of the bidder is subject to BHEL and end customer's approval to consider in this tender.

Format for submission of credentials as ANNEXURE-D

Sl.No.	Description of Project	Brief Scope of work	P.O. Ref. No. & Date	Purchase order value (Rs).	Date of completion as per P.O.	Performance Certificate enclosed (Y/N)	Remark

<u>Technical Pre-Qualification Requirements: - ELECTRIC HOIST– Greater than 40Tons capacity</u>

1. Bidder should have designed, manufactured, tested and supplied Electric Hoists/Electric Crane with hoist of minimum capacity **as listed in the enquiry** which should have been successfully put in use for at least one year in power plant or other industries e.g. refinery/steel/process/commercial etc.

   For this the supplier has to submit following supporting documents meeting above mentioned pre-qualifying requirement:

   a) *One purchase order copy of **Electric Hoist or EOT Crane with electric hoist of Minimum capacity as mentioned in the enquiry** which have been supplied successfully within last 10 years.*

   b) *Corresponding performance certificate for the above from end user specifying that the product is running satisfactorily for minimum one year from date of commissioning.*

   OR

   Corresponding Load test report for the above, signed by a third party or the end user.

2. <u>Instructions to Bidder.</u>

   A. Bidder should submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/inspection report/ purchase order.

   B. All the above PQR satisfying document submissions should be enlisted and submitted as Annexure-D. (the format given below).

   C. Bidder may also qualify based on the credentials of principal with whom the Bidder is having valid collaboration/licensing agreement to meet the package specific pre-qualifying requirements.

   D. In case the documents submitted for meeting PQR are in language other than English, notarized English translation shall also be submitted.

   E. BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, as per BHEL evaluation procedure.

   F. Final acceptance of the bidder is subject to BHEL and end customer's approval to consider in this tender.

   G. Annexure-D to be filled by the bidder.

<u>Format for submission of credentials as ANNEXURE-D.</u>

Sl. No.	Description of Project	Brief Scope of work	P.O. Ref. No & Date	Purchase order value (Rs).	Date of completion as per P.O.	Performance Certificate enclosed (Y/N)	Remark

Annexure-1

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 Electrical Handling Equipments for Yadadri project (Enquiry No. 1809900580) ________________. 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 Indian Penal Code (IPC) and Prevention of Corruption 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 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. 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.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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 Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent 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 Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors

6.2 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 /Subcontractors

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 in line with Non- disclosure agreement.

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 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

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

8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption 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.

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

8.12 The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified 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.

Prateek ..

For & On behalf of the Principal

PRATEEK KUMAR JAIN
Sr. Engineer
Materials Management / BOI
BHEL, TRICHY - 620 014.

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place BHEL- TRICHY

Date 28.06.2019

Witness: [signature] 28/06/19.

(Name & Address) M.Balamurugan
Manager/ MM.
BHEL- Trichy-620014.

Witness:

(Name & Address)

Clause on IP in the tender

"Integrity Pact (IP)

(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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl	IEM	Address	Phone & Email
1.	Shri D.R.S Chaudhary, IAS (Retd.)	E-1/164, Arera Colony Bhopal 462016 (M.P.)	dilip.chaudhary@icloud.com
2.	Mrs. Pravin Tripathi, IA & AS (Retd.)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110 068	pravin.tripathi@gmail.com

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part 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.

(c) 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 any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

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's officials whose contact details are provided below:

Details of contact person(s):

(1)
Name: Prateek Kumar Jain
Deptt: SE/MM/BoI
Address: Bldg No. 24, BHEL, TRICHY
Phone: (Landline/ Mobile)
0431-2577876/7598051159
Email: prateekkumar@bhel.in
Fax:

(2)
Name: M Balamurugan
Deptt: Manager/MM/BoI
Address: Bldg No. 24, BHEL, TRICHY
Phone: (Landline/ Mobile)
0431-2576757
Email: mbn@bhel.in
Fax:

Annexure-I- Yadadri EHE Delivery Requirements

Sl.No.	Purch.Req.	Item	Material	Short Text	Quantity	Delivery date
1	122998733	10	L182319910001001	ELEC.TWH CAP.20.0T LIFT:7.5M-PA&FD MOTOR	2	17.01.2020
	122998733	20	L182319910001002	DSL-CABLE TROLLEY TYPE 21.340M LG.	2	
	122998733	30	L182319910001003	ELEC.TWH CAP.5T LIFT:11.5M-PA&FD ROTOR	2	
	122998733	40	L182319910001004	DSL-CABLE TROLLEY TYPE 21.362M LG.	2	
2	123004001	10	L182319910001001	ELEC.TWH CAP.20.0T LIFT:7.5M-PA&FD MOTOR	2	24.01.2020
	123004001	20	L182319910001002	DSL-CABLE TROLLEY TYPE 21.340M LG.	2	
	123004001	30	L182319910001003	ELEC.TWH CAP.5T LIFT:11.5M-PA&FD ROTOR	2	
	123004001	40	L182319910001004	DSL-CABLE TROLLEY TYPE 21.362M LG.	2	
3	123004002	10	L182319910001002	DSL-CABLE TROLLEY TYPE 21.340M LG.	2	25.05.2020
	123004002	20	L182319910001003	ELEC.TWH CAP.5T LIFT:11.5M-PA&FD ROTOR	2	
	123004002	30	L182319910001004	DSL-CABLE TROLLEY TYPE 21.362M LG.	2	
	123004002	40	L182319910001001	ELEC.TWH CAP.20.0T LIFT:7.5M-PA&FD MOTOR	2	
4	123004003	10	L182319910001001	ELEC.TWH CAP.20.0T LIFT:7.5M-PA&FD MOTOR	2	25.09.2020
	123004003	20	L182319910001002	DSL-CABLE TROLLEY TYPE 21.340M LG.	2	
	123004003	30	L182319910001003	ELEC.TWH CAP.5T LIFT:11.5M-PA&FD ROTOR	2	
	123004003	40	L182319910001004	DSL-CABLE TROLLEY TYPE 21.362M LG.	2	
5	123004004	10	L182319910001001	ELEC.TWH CAP.20.0T LIFT:7.5M-PA&FD MOTOR	2	23.01.2021
	123004004	20	L182319910001002	DSL-CABLE TROLLEY TYPE 21.340M LG.	2	
	123004004	30	L182319910001003	ELEC.TWH CAP.5T LIFT:11.5M-PA&FD ROTOR	2	
	123004004	40	L182319910001004	DSL-CABLE TROLLEY TYPE 21.362M LG.	2	
6	123004015			Mandatory Spares 5T,Lift.11.5M		25.03.2020
7	123004016			Mandatory Spares 20T,Lift.7.5M		25.03.2020
8	123004005	10	L182319910002001	ELEC.TWH CAP.22T LIFT:15.5M-ID FAN ROTOR	1	17.01.2020
	123004005	20	L182319910002002	DSL-CABLE TROLLEY TYPE 64.400M LG.	1	
9	123004006	10	L182319910002001	ELEC.TWH CAP.22T LIFT:15.5M-ID FAN ROTOR	1	24.01.2020
	123004006	20	L182319910002002	DSL-CABLE TROLLEY TYPE 64.400M LG.	1	
10	123004007	10	L182319910002001	ELEC.TWH CAP.22T LIFT:15.5M-ID FAN ROTOR	1	25.05.2020
	123004007	20	L182319910002002	DSL-CABLE TROLLEY TYPE 64.400M LG.	1	
11	123004008	10	L182319910002001	ELEC.TWH CAP.22T LIFT:15.5M-ID FAN ROTOR	1	25.09.2020
	123004008	20	L182319910002002	DSL-CABLE TROLLEY TYPE 64.400M LG.	1	
12	123004009	10	L182319910002001	ELEC.TWH CAP.22T LIFT:15.5M-ID FAN ROTOR	1	23.01.2021
	123004009	20	L182319910002002	DSL-CABLE TROLLEY TYPE 64.400M LG.	1	
13	123004017			Mandatory Spares 22T Lift15.5M		25.03.2020
14	123004010	10	L182319910003001	ELEC.TWH CAP.58T LIFT 9.2 M ID FAN MOTOR	1	17.01.2020
	123004010	20	L182319910003002	DSL-CABLE TROLLEY TYPE 64.800M LG.	1	
15	123004011	10	L182319910003001	ELEC.TWH CAP.58T LIFT 9.2 M ID FAN MOTOR	1	24.01.2020
	123004011	20	L182319910003002	DSL-CABLE TROLLEY TYPE 64.800M LG.	1	
16	123004012	10	L182319910003001	ELEC.TWH CAP.58T LIFT 9.2 M ID FAN MOTOR	1	25.05.2020
	123004012	20	L182319910003002	DSL-CABLE TROLLEY TYPE 64.800M LG.	1	
17	123004013	10	L182319910003001	ELEC.TWH CAP.58T LIFT 9.2 M ID FAN MOTOR	1	25.09.2020
	123004013	20	L182319910003002	DSL-CABLE TROLLEY TYPE 64.800M LG.	1	
18	123004014	10	L182319910003001	ELEC.TWH CAP.58T LIFT 9.2 M ID FAN MOTOR	1	23.01.2021
	123004014	20	L182319910003002	DSL-CABLE TROLLEY TYPE 64.800M LG.	1	
19	123004018			Mandatory Spares 58T Lift 9.2M		25.03.2020
20	123881552	10	L182319940001001	ELEC.TWH CAP:2.0T LIFT:31.0M-APH ELEMENT	1	25.03.2020
	123881552	20	L182319940001002	DSL-CABLE TROLLEY TYPE 61.000M LG.	1	
21	123881553	10	L182319940001001	ELEC.TWH CAP:2.0T LIFT:31.0M-APH ELEMENT	1	25.03.2020
	123881553	20	L182319940001002	DSL-CABLE TROLLEY TYPE 61.000M LG.	1	
22	123881554	10	L182319940001001	ELEC.TWH CAP:2.0T LIFT:31.0M-APH ELEMENT	1	26.07.2020
	123881554	20	L182319940001002	DSL-CABLE TROLLEY TYPE 61.000M LG.	1	
23	123881555	10	L182319940001001	ELEC.TWH CAP:2.0T LIFT:31.0M-APH ELEMENT	1	25.11.2020
	123881555	20	L182319940001002	DSL-CABLE TROLLEY TYPE 61.000M LG.	1	
24	123887730	10	L182319940001001	ELEC.TWH CAP:2.0T LIFT:31.0M-APH ELEMENT	1	25.03.2021
	123887730	20	L182319940001002	DSL-CABLE TROLLEY TYPE 61.000M LG.	1	
25	123887731			Mandatory Spares 2T Lift 31M		25.03.2020
26	123887732	10	L182319940002001	ELEC.TWH CAP:2.5T LIFT:14.75M-SCAPH ELEM	1	25.03.2020
	123887732	20	L182319940002002	DSL-CABLE TROLLEY TYPE 32.250M LG.	1	
27	123887733	10	L182319940002001	ELEC.TWH CAP:2.5T LIFT:14.75M-SCAPH ELEM	1	25.03.2020
	123887733	20	L182319940002002	DSL-CABLE TROLLEY TYPE 32.250M LG.	1	
28	123887734	10	L182319940002001	ELEC.TWH CAP:2.5T LIFT:14.75M-SCAPH ELEM	1	26.07.2020
	123887734	20	L182319940002002	DSL-CABLE TROLLEY TYPE 32.250M LG.	1	
29	123887735	10	L182319940002001	ELEC.TWH CAP:2.5T LIFT:14.75M-SCAPH ELEM	1	25.11.2020
	123887735	20	L182319940002002	DSL-CABLE TROLLEY TYPE 32.250M LG.	1	
30	123887736	10	L182319940002001	ELEC.TWH CAP:2.5T LIFT:14.75M-SCAPH ELEM	1	25.03.2021
	123887736	20	L182319940002002	DSL-CABLE TROLLEY TYPE 32.250M LG.	1	
31	123887737			Mandatory Spares 2.5T Lift 14.75M		25.03.2020
32	124453403	10	L182319950201001	ELEC.UHC.CAP:12T;SPAN:7.5M OVRHUNG 600MM	1	25.03.2020
	124453403	20	L182319950201002	ELEC.TWH-CAP:12T;LIFT:80.0M	1	
	124453403	30	L182319950201003	DSL-CABLE TROLLEY TYPE;58.0 M LG.	1	
	124453403	40	L182319950201004	WIRE ROPE DIA 28MM; L=35M	5	
33	124453404	10	L182319950201003	DSL-CABLE TROLLEY TYPE;58.0 M LG.	1	25.03.2020
	124453404	20	L182319950201004	WIRE ROPE DIA 28MM; L=35M	5	
	124453404	30	L182319950201001	ELEC.UHC.CAP:12T;SPAN:7.5M OVRHUNG 600MM	1	
	124453404	40	L182319950201002	ELEC.TWH-CAP:12T;LIFT:80.0M	1	
34	124453405	10	L182319950201001	ELEC.UHC.CAP:12T;SPAN:7.5M OVRHUNG 600MM	1	26.07.2020
	124453405	20	L182319950201002	ELEC.TWH-CAP:12T;LIFT:80.0M	1	
	124453405	30	L182319950201003	DSL-CABLE TROLLEY TYPE;58.0 M LG.	1	
	124453405	40	L182319950201004	WIRE ROPE DIA 28MM; L=35M	5	
35	124453406	10	L182319950201001	ELEC.UHC.CAP:12T;SPAN:7.5M OVRHUNG 600MM	1	25.11.2020
	124453406	20	L182319950201002	ELEC.TWH-CAP:12T;LIFT:80.0M	1	
	124453406	30	L182319950201003	DSL-CABLE TROLLEY TYPE;58.0 M LG.	1	
	124453406	40	L182319950201004	WIRE ROPE DIA 28MM; L=35M	5	
36	124453407	10	L182319950201001	ELEC.UHC.CAP:12T;SPAN:7.5M OVRHUNG 600MM	1	25.03.2021
	124453407	20	L182319950201002	ELEC.TWH-CAP:12T;LIFT:80.0M	1	
	124453407	30	L182319950201003	DSL-CABLE TROLLEY TYPE;58.0 M LG.	1	
	124453407	40	L182319950201004	WIRE ROPE DIA 28MM; L=35M	5	
37	124453522			Mandatory Spares 12T, Lift7.5M		25.03.2020
38	123139128	10	L182319960001001	ELEC.TWH CAP:2.0T LIFT:5.5M-FOPH HAND.	1	31.03.2020
	123139128	20	L182319960001002	DSL-CABLE TROLLEY TYPE 185.000M LG.	1	
39	123153818			Mandatory Spares 2T Lift 5.5M		25.03.2020

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, ____________________, on behalf of the __________________ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.

- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy 's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at ________________, this ____ day of _____, 20__.

Name

Company

Signature

BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

IFSC AND MICR CODE

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at ________________________[1] through its Unit at…………………..(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) (VENDOR CODE) with its registered office at_________[2] hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No……………………dated ………………………………..[3] valued at Rs………..[4] (

Rupees -----------------------)/FC………………(in words………..) for ……………………….[5] (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to ……% (…. Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. we, …………………, (hereinafter referred to as the Bank), having registered/Head office at ……………. and inter alia a branch at ………… being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ------------------- [6] (Rupees -----------------------) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. 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. _______________.

4. 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.

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

6. 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.

7. 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.

8. 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.

9. This Guarantee shall remain in force upto and including…………………………….. [7] and shall be extended from time to time for such period as may be desired by Employer.

10. 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.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the ………………………………[8]we shall be discharged from all liabilities under this guarantee thereafter.

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

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

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed………………………… [6]

b) This Guarantee shall be valid up to ……………. [7]

c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date [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.

14. 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……………….

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

[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*

List of Consortium Banks *			
	Nationalised Banks		**Nationalised Banks**
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		**Public Sector Banks**
3	Bank of Baroda	20	IDBI
4	Canara Bank		**Foreign banks**
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		**Private banks**
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

* wef 22.03.2016