REQUEST FOR QUOTATION



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

RFQ NUMBER: SLNMM90098

RFQ DATE : 16.AUG.2010 Due Date 13.SEP.2010 Time: 13:00 HRS

VENUE : **NEW ENGG. BLDG**

(for all correspondence)

Purchase Executive : NITYANAND SLV

Phone: 00918026998483 Fax: 00918026989217 E-mail: nitya@bheledn.co.in

Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no.and due date, should reach us on or before the due date by 13.00 hours IST and will be opened on the same day at 13.30 hours at the venue mentioned above. PLEASE DROP THE OFFER IN THE BOX PROVIDED AT RECEPTION.

SPECIAL TERMS AND CONDITIONS:

1.TENDER/OFFER MUST BE SUBMITTED IN TWO PARTS. A)TECHNO-COMMERCIAL BID. B) PRICE BID.

- 2.NON-COMPLIANCE OF BHEL STANDARD TERMS RESULTS IN LOADING OF BASIC PRICE.
- 3. VENDOR IS ADVISED TO GO THROUGH THE GENERAL TERMS AND CONDITIONS DOCUMENT, CPD 00 ENCLOSED WITH RFQ.
- 4.VENDOR HAS TO CONFIRM TO ALL THE CLAUSES LISTED IN THE TECHNO-COMMERCIAL TERMS (ANNEXURE-A FOR FOREIGN PURCHASE AND ANNEXURE-B FOR INDIGENOUS PURCHASE) OF THE DOCUMENT. DEVIATIONS, IF ANY, TO BE HIGHLIGHTED AND BROUGHT OUT CLEARLY.
- 5. DELIVERY REQUIRED: WITHIN 12 WEEKS FROM THE DATE OF PURCHASE ORDER.
- 6. TERMS OF PAYMENT:

FOR FOREIGN PURCHASE: PAYMENT WILL BE MADE AGAINST "SIGHT DRAFT" ON PRESENTATION OF DOCUMENTS TO OUR BANKERS.75% AGAINST COMPLETE DISPATCH DOCUMENTS, 15% ON SUCCESSFUL INSTALLATION, COMMISSIONING AND START-UP TRIALS & BALANCE 10% ON SUBMISSION OF PERFORMANCE BANK GUARANTEE (PBG)

FOR INDIGENOUS PURCHASE:

75% BASIC PAYMENT + 100% TAXES & DUTIES WITH 30 DAYS CREDIT, 15% BASIC AFTER THE SUCCESSFUL INSTALLATION, COMMISSIONING & START-UP TRIALS & BALANCE 10% BASIC AGAINST SUBMISSION OF PBG.

Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	PV0679037306 Automatic PV Module Framing&Locking M/c DRW PS439191 00	2	ST	2	24.DEC.2010

Total Number of Items -

RFQ sent to : OPEN TENDER THROUGH PAPER ADVERTISEMENT

Please note that the tender will be opened in the presence of the bidders or his authorised representatives (maximum two per organisation) who choose to be present with authorisation letters. Refer annexure for the terms and conditions.

Please specify Terms of delivery, Excise duty, sales tax, Ex-BHEL, Ex-works surcharge, Insurance, P&F, Freight and other taxes very clearly .

- i). This is only RFQ not an order.
- ii). In all correspondence quote RFQ No. & due date.
- iii). In Quotation BHEL material code / RFQ Sl. No. should be mentioned clearly.
- iv). Quotation Envelope / Fax not superscribed with RFQ No.and due date is liable for rejection.
- v). Quotation should remain valid for a minimum peiod of 90 days from due date.
- vi). In case of non-receipt of Quotation or regret letter for 3 consecutive RFQs you are liable to be removed from our vendors list.
- vii). All Prices should be written in words and numbers.
- viii). Excise Chapter Heading should be mentioned for all items where VAT is applicable .

For and On behalf of BHEL.

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	ITEM: Automatic PV Module Framing & Locking					Mad	chine	
	SI. No.	SPECIF	ICATION					IDOR'S
	1.	SCOPE					COI	di ilkimation
This scope shall include design, manufacture, supply, installation and commissioning of the Automatic PV Module Framing & Locking Machine for aligning rectangular Aluminum frame pieces by applying proper force to ensure accurate frame assembly.								
ils Ltd. st of the		It shall a	also punch the frames at th	ne corner bl	ock position	ons for		
teres	2.		ICAL SPECIFICATION:					
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Ltd. It must not be used directly or indirectly in anyway detrimental to the interest of the company		(i) 1975 (ii) 1655 (iii) 1595 All tool three si	dule Sizes: * 995 * 50 mm 5 * 995 * 50 mm 5 * 790 * 50 mm s/jigs required for assemitizes of PV modules shall k					
D C prop n an pan		equipm 2.2 Fran	ent. me Closing System: By Corn	ner Blocks				
AN S the ctly i			ding & unloading of the Mod					
HT ent is idire								
Cum or ir			embly & Corner Punching of	Frames: Au	utomatic			
OP Y	3. FUNCTIONAL SPECIFICATION:							
C on on th rsed dii		3.1. Type: Horizontal Framing						
ormatic not be u		3.2. Fra	ming & Locking Method: Hyd	Iraulic				
e infe ust r		3.3. Cor	ntrol: PLC based Control Sys	tem				
# # # #		3.4. Ope	erator Control: Touch Screen	Panel				
		3.5. Fra	me Combining Pressure: 3 to	o 15MPa (Ad	djustable)			
		3.6. Cor	ner Locking Pressure: 10 to	16MPa (Adj	ustable)			
	3.7. Sub Tense/ Diagonal Size Error: ±1mm Angle Error: ±0.50 °							
				1				
	REVIS	SION (00)			ROVED BY			
					Salkalache			T
				PREF	PARED	ISSUE	D	DATE
				S.Rav	/i	Engg		15.07.2010



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	SI. No.	SPECIFICATION		VENDOR'S CONFIRMATION			
	4.	OPTIONAL ITEMS					
		For optional items, please specify and quote separate	ly.				
	5.						
	1	Recommended set of Spare parts & all consumable i	tems for 2-yea	ars			
he he		of trouble-free operation shall be quoted with cost	breakup as	an			
s Ltd t of ti		OPTION to enable BHEL to choose as per operational requirements.					
eresi	6.	INSTALLATION, COMMISSIONING, START-UP	RTRAINING				
Eleci e int		Vendor shall include installation, commissioning, star	t-up and traini	ng			
to th		(at supplier's works for two BHEL engineers for one v	veek and also	at			
at He ental		BHEL works at the time of commissioning) as part of	the supply. T	he			
snar trime		training shall include operation and maintenance of th	e equipment.				
y or ge y or	7.	SERVICES					
ppen nywa ny		air,					
the prop tly in any company		chilled water, gases, exhaust and the ambient	environmen	tal			
ectly co		conditions for the operation of the equipment shall be	indicated as p	er			
I ne information on this document is the property of bharat Heavy Electricais Ltd. It must not be used directly or indirectly in anyway detrimental to the interest of the company		the format enclosed.					
y or	8.	ONSITE WARRANTY					
irect		Onsite warranty for a period of one year from	m the date	of			
p pa		commissioning shall be included.					
ation be us	9.						
not		Annual Maintenance Contract for a period of 4 years a	after expiry of				
ne in nust		warranty period shall be quoted as an option.					
± ±	10.	PACKING					
1	_	The items shall be packed for air-freight worthiness	. Packing slips	s /			
		labels shall be fixed indicating the items packed insid					
		shall be packed separately with adequate packing inc	dicating "Fragil	le"			
		slip outside.					

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	H	TF L	PURCHASE	SPECIFICATION	Rev. No	00	0
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					-		
	SI. OTHER		TECHNICAL	SPECIFICATION			VENDOR'S CONFIRMATION
	11.	FLOOR	SPACE REQU	JIREMENT			
		Vendor	shall provide foo	ot print diagram of the	equipment along w	/ith	
		approxim	nate weight of th	e equipment.			
		Foot prin	nt dimension (in l	mm) :			
		Weight in	n Kg:				
td. the	12.	SAFET	Y & MAINTEN	IANCE FEATURES			
als L		All neces	ssary safeties fo	r electrical, vacuum, hyd	draulic systems are	to t	
ctric		be incor	porated to ensi	ure protection to both	system and opera	tor	
y Ele the ii		against	malfunction. T	he system must be	designed for ea	asy	
L Heav		maintena	ance and acce	essibility to electrical ,	electronic & otl	her	
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DEN f Bha	13. FINISH						
ONFII berty o		All expos	sed parts shall b	e painted with corrosion	-resistant paint.		
AND CC the prop tly in any company	Note:						
T A I	(1)	Supplier	shall confirm a	dequacy of the items o	ffered for above p	roce	essing. Any other items
IGH Imen	,			shall be brought out clea	•		,
PYR docu	(2)	Any devi	ation from the a	bove spec. shall be clea	rly brought out by t	he s	supplier in their offer.
CO this direc	(3)	Vendor's	confirmation sh	all be filled up in the spa	ace provided for all	the	items.
n on							
natio be u							
nforn t not							
The ii mus							
# #							
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PRE-QUALIFICATION CRITERIA CHECK-LIST

SI. No	Particulars	Bidder's confirmation
1	The vendor shall be an Original Equipment Manufacturer (OEM) and OEM can only quote. OEM or their authorized dealers in India along with an authorization letter from the OEM can forward the offers.	Yes / No
2	All the specifications should be supported by Catalogues and / or Data Sheets of the manufacturer.	Yes / No
3	Offer shall be for new equipment and not for any refurbished / used equipment.	Certified new equipment: Yes / No
4	Foreign OEM shall have authorized Indian dealer(s) / representative(s) for service and support. The authorization letter for the dealer/ representative shall be provided.	Yes / No
	Mention Indian representative name:	Authorization letter enclosed: Yes / No
5	 a) The vendor should have already supplied and installed machines for similar applications for established PV manufacturers in India and must be operating satisfactorily during the last 1 year. b) The details of the customers' contact details, machines installed and date of installations to be provided. 	a) Yes / No b) Customer reference list enclosed : Yes / No
6	The vendor or their authorized service representatives shall have trained engineers in India and shall be in a position to provide prompt on-site repair service and spares support for the offered equipment.	Yes / No
7	The vendor or their Indian representative shall be in a position to undertake AMC for the equipment supplied, after the expiry of the warranty/ guarantee period either directly or through their authorized Indian service representative for a period of 4 years.	Acceptable / Not acceptable
8	If required by BHEL, the vendor shall arrange for a demonstration of the machine or a similar system in operation.	Acceptable / Not acceptable
9	The vendor shall furnish a warranty for the equipment for at least 12 months from the date of commissioning for the equipment.	Acceptable / Not acceptable

Note:

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Signature of Tenderer with stamp

- Pre qualification will be carried out based on the details furnished by the vendor / feedback from their customers / inspection of the company / product if required by BHEL and at its sole discretion.
- 2. The Pre qualification criteria are mandatory requirements and the technical bids will be considered only if all the above nine Pre-Qualification Criteria are met.



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GENERAL CONDITIONS:

SI. No.	GENERAL CONDITIONS	VENDOR'S CONFIRMATION
01	Three sets of operation and maintenance manual in English shall be supplied along with the equipment The manual shall include circuit diagram, component layout, PCB art work, trouble shooting chart indicating symptoms, checks and preventive maintenance schedule to be carried out, suggested remedy for all items including the bought out items. This shall also include all mechanical /pneumatic /hydraulic diagrams for the components /systems used in the equipment.	
02	The equipment shall be designed taking into account all safety and OHSAS requirements. Hazards connected with operation & maintenance of the equipment shall be brought out explicitly and instructions for minimizing the hazards (environmental / safety) to be indicated.	
03	The equipment shall be aesthetically fabricated.	
04	List of spares, part numbers, and address of original suppliers of spares/subsystems shall be provided.	
05	Service facilities required, Environmental requirements and their tolerance limits may be furnished as per the format enclosed.	
06	The offer shall include adequate training on operation & maintenance of the equipment to BHEL personnel and Inspection of the Equipment at supplier's works. Offer shall also include satisfactory installation, commissioning and performance trials of the equipment at BHEL works by the supplier.	
07	RFI filter /surge suppresser shall be provided at mains (incoming) stage as well as at the input stage of critical electronic instruments / systems used in the equipment.	

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GENERAL CONDITIONS (Continued...)

SI. No.	GENERAL CONDITIONS	VENDOR'S CONFIRMATION
08	Final clearance will be given after satisfactory trial runs at BHEL for a period of two weeks on two-shift basis for the rated output parameters.	
09	The supplier shall submit test and guarantee certificates. Calibration certificates for all the instruments / gauges / indicators shall be provided. Calibration procedures are also to be indicated in detail. The equipment shall be guaranteed for trouble-free operation and against manufacturing defects for a minimum period of 1- year from date of commissioning.	
10	Equipment shall be rated for 415 V / 3 phase / 50 Hz / 5 wire or 230 V / 1 phase / 50 Hz/ 3 wire system only.	
11	Service Engineers deputed by the supplier for installation of the equipment at BHEL works shall comply with safety regulations and precautions, and have had adequate training in Environmental / Health / Safety hazards associated with the installation and operation of the equipment.	

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PURCHASE SPECIFICATION

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FORMAT FOR SERVICE FACILITIES

SI. No.	SERVICE	DETAILS (To be furnished by vendor)
01	ELECTRICAL THREE PHASE KVA RATING NO. OF SERVICE POINTS SINGLE PHASE KVA RATING NO. OF SERVICE POINTS	
02	CHILLED WATER FLOW (LPM) PRESSURE (PSI) PORT SIZE(INCHES) NO. OF SERVICE POINTS TEMPERATURE (Deg C)	
03	RAW WATER FLOW (LPM) PRESSURE (PSI) PORT SIZE (INCHES) NO. OF SERVICE POINTS	
04	FLOW (LPM) PRESSURE (PSI) PORT SIZE (INCHES) NO. OF SERVICE POINTS	
05	DRAIN PORT SIZE (INCHES) NO. OF SERVICE POINTS	
06	DM WATER FLOW (LPM) PRESSURE (PSI) PORT SIZE (INCHES) NO. OF SERVICE POINTS RESISTIVITY (M. Ohms)	
07	EXHAUST FLOW (CFM) PORT SIZE (INCHES) NO. OF SERVICE POINTS	
08	CLASS OF CLEAN ROOM FOR PROCESS AREA	
09	OTHER SERVICES (Inclusive of Process Gases)	
10	ENVIRONMENT TEMPERATURE (DEG C) HUMIDITY (%)	



Bharat Heavy Electricals Ltd.,

(A Government of India undertaking)

Electronics Division

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

Enquiry - General Terms & Conditions for Supply of CAPITAL ITEMS (Imported & Indigenous) (Two parts bid), Doc Ref: CPD-00

I. Enquiry / Request For Quotation (RFQ):

- (a) Any Purchase Order resulting from this enquiry shall be governed by these general terms and conditions listed below and special terms and conditions, if any, along with this enquiry of Bharat Heavy Electricals Limited, Electronics Division, Bangalore-560026 (hereinafter referred to as BHEL EDN).
- (b) Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the quotation. Otherwise, it will be treated as that all terms and conditions of this enquiry are acceptable.
- (c) If counter terms and conditions are offered by supplier, BHEL EDN shall not be governed by such terms and conditions, unless it is agreed and incorporated in the Purchase Order of BHEL EDN.
- (d) Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of order, unless clarification is sought for by BHEL EDN and agreed upon in the Purchase Order of BHEL EDN.
- (e) BHEL EDN reserves the right to adopt Reverse Auction for the enquiry sent, at its discretion.
- (f) BHEL EDN shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

II. General Terms and conditions:

1. TWO PARTS BID: Quotation shall be submitted in two parts bid i.e.

(a) <u>Techno-commercial i.e., Un-priced Bid:</u>

Techno-commercial bid shall be submitted with complete description of the equipment, specification compliances to the enquired specification and all the commercial terms & conditions indicated in the **COMMERCIAL TERMS** (ANNEXURE - A / ANNEXURE - B). Any other enclosure, which the supplier wishes to submit like product catalogue, technical literature etc., may also be submitted in a sealed envelope super scribed clearly as "**TECHNO-COMMERCIAL BID**" with RFQ No. and DUE DATE. Un-priced copy of price bid (without price) shall also be enclosed with the techno-commercial bid.

Confirmation to BHEL specifications shall be indicated by the vendor in the respective columns provided in the purchase specification wherever applicable. Deviations to the specification /



item description, if any shall be brought out clearly indicating "DEVIATION TO BHEL SPECIFICATION" without fail as a part of technical offer.

Compliance to Pre-qualification criteria (if applicable) shall also be enclosed with the Technocommercial bid.

Manufacturer's name, their trade mark and brand, part number, alternate material to the one asked in enquiry, if any, should be mentioned in quotation and illustrative leaflets giving technical particulars etc. are to be attached to facilitate consideration and technical evaluation of the quotation.

BHEL EDN material code number (as in enquiry) shall be indicated for each item quoted.

(b) Price Bid:

Price bid should contain basic unit prices, discount if any, applicable taxes & duties, packing & forwarding charges (if applicable), Freight & insurances (if applicable) FOB charge (if applicable) etc., in a sealed envelope super scribed clearly as "PRICE BID" with RFQ No. and DUE DATE. Installation, commissioning, start-up and training charges (if any) shall also be indicated in the price bid.

It is preferred to indicate the rates in both figures and words. In such case, if there is difference / discrepancy between the rates in figures and words, the **least of the two** rates will be considered.

Both these sealed envelopes [(a) Techno-commercial i.e., un-priced Bid and (b) Price Bids] shall be kept in a single sealed envelope and super scribed clearly with **RFQ No. and DUE DATE.**

2. The above sealed envelope (Tender) shall reach our office on or before the due date by 13:00 hrs. Quotations are to be dropped in the tender box marked for the OPENING ON respective days i.e., MONDAY / WEDNESDAY / FRIDAY kept at BHEL-EDN's Reception area of our works with caption "CE, M&C, SC&PV, TSC, DEFENCE, TELECOM, CPD". Quotations also can be dispatched by Couriers / Registered post / FAX / e mail to the Purchase Executive indicated in the RFQ.

Quotation through fax / email when addressed to the specific fax number and email address given in the enquiry, to be sent well in advance to enable BHEL EDN purchase personnel to drop in the tender box before the scheduled opening date and time. Supplier is fully responsible for lack of secrecy on information of such quotations.

BHEL EDN is not responsible for any delay in receipt of quotation sent by supplier through post / fax / email.

Late Tenders i.e., Tenders received after due date will be rejected.

3. The rate quoted against each item shall be in units stated in the enquiry. Where quotation is in terms of unit other than that in enquiry, relationship between the two units must be furnished in the quotation.



- **4.** As far as possible, the quotations shall be free from corrections / overwriting. Corrections / overwriting, if any should be signed by authorized person with the company seal. Any typographical errors, totaling mistakes, currency mistakes, multiplication mistakes, summary mistakes observed in your priced bids, BHEL may consider whichever is beneficial to BHEL for evaluation.
- **5.** Quotations are to be duly signed. Unsigned bids / offers are liable for rejection.
- **6.** Tenders will be opened at **13:30 hrs.** & the venue is New Engg., Bldg., 2nd floor, MM conference hall. All the tenderers or their authorized representatives (with authorization letter from their principals) may witness opening of techno-commercial bid on the due date.
- **7.** After evaluation of techno-commercial bids, price bids of only those which are technically & commercially accepted, will be opened on a subsequent date, which will be intimated to the concerned in advance for witnessing of price bid opening.
- **8.** The quantity in each item to be purchased may vary from quantity enquired according to the actual requirement at the time of placing the purchase order. Quantity discount, if any, should be mentioned in the quotation.
- 9. BIDDERS (for indigenous purchase) shall indicate clearly Excise duty, Education Cess, Sales Tax/VAT, Octroi, Exit/Entry tax, Service Tax as applicable for the quoted items. In the absence of clarity of these, any claim at a later date will not be entertained. Any changes in Taxes and duties after award of the contract will not be considered except such are those, which are imposed by Govt., notification within the contractual delivery. Seeking price amendments for change in Excise duty due to crossing of turnover limits will not be considered under any circumstances.

10. <u>DUN & BRADSTREET REPORT (for Foreign purchase):</u>

In case of foreign vendors, the vendors should obtain a report from Dun & Bradstreet or equivalent and submit a copy of the report with their Duns number mentioned along with the technical offer. Offer without this report is liable for rejection.

11. Payment of Agency Commission to Indian Agent (for Foreign purchase):

The seller confirms and declares to the Buyer that the seller is the original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The seller agrees that if it is any way incorrect or if at a later stage it is discovered by the Buyer that the seller has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to refund that amount to the Buyer. The seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the seller who shall in such event be liable to refund all payments made by the



buyer in terms of the contract along with interest at the rate of 2% per annum above the LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Govt. of India

BHEL would like to procure the above item directly from you and not to involve services of Indian Agent for the procurement. The quotation submitted by your Indian Agent is not acceptable and liable to be rejected. However, in case you would like to involve your Indian Agent for supply of the items/service therefore you may furnish the following information along with the Techno Commercial bid.

- (a) Registration status of Indian Agent with DGS&D and BHEL.
- (b) Commission payable to Indian Agent and percentage.
- (c) Currency in which payable to Indian Agent.
- (d) If the agency commission is payable by the foreign principal/OEM, such commission shall be received by Indian Agent through inward FFE remittance through banking channels and disbursed in rupees only.
- (e) Tax at source deduction is applicable to the Agency Commission paid to the Indian Agent as per the prevailing rules.
- (f) If the respective Indian Agents are not registered with DGS&D or BHEL, are required to register their names with BHEL by providing the following information's for registration.
 - (i) Name of the foreign firm / original equipment manufacturer represented by the Indian representative / Indian Agent.
 - (ii) Agency agreement.
 - (iii) PAN No, Name, Address of Bankers in India and Abroad.
 - (iv) Nature of services to be rendered by Indian Agent / Indian representative and percentage of commission payable to Indian Agent / Indian representative by Principal / original equipment manufacturer.
- (g) All particulars relating to Agency Commission will be reported to the enforcement Directorate of Income Tax Department.
- (h) Undertaking to be submitted by Indian Representative / Agent that the agency commission would be accepted in Indian Rupees only and through inward FFG remittance through banking channel for the services rendered towards the execution of the orders.
- **12.** <u>TOTAL COST TO BHEL:</u> Purchase order will be placed on the lowest quotation (L1) only among the technically & commercially accepted quotations. Lowest quotation (L1) is determined on the basis of the total cost to BHEL.



(a) FOR FOREIGN PURCHASE:

Total cost to BHEL = Total basic value in foreign currency + FOB charges (if any) + Packing & Forwarding charges (if any) + Cost Insurance Freight (CIF) + Basic Custom Duty (BCD) + Counter Veiling Duty (CVD) + Educational Cess + Special Additional Duty (SAD) + Entry TAX + Service TAX (if applicable) + Loading factors for deviations to commercial terms & conditions. Note: Exchange rate ruling on the date of Tender opening (Techno-commercial / un-priced Bid) will be considered for converting foreign currency to Indian currency. Exchange rates published in Economic Times (TT selling) will be considered.

No import license will be given by BHEL EDN unless otherwise specifically stated.

(b) FOR INDIGENOUS PURCHASE:

Total cost to BHEL = Total basic value + Packing & forwarding charges + Excise duty + Education cess + sales Tax/VAT + Octroi + Exit/Entry tax + Freight & Insurance + Service Tax (if applicable) + Loading factors for deviations to commercial terms & conditions.

13. FIRM PRICE: Rates quoted should be firm and no enhancement in the rates and changes in the techno-commercial terms will be allowed once the quotation is accepted and order is placed.

If Installation & Commissioning is in supplier's scope, then the price shall remain FIRM till commissioning & handing over of the complete system.

14. TERMS OF PAYMENT:

(a) FOR FOREIGN PURCHASE:

Payment will be made against "SIGHT DRAFT" on presentation of documents to our bankers. Payment through LC is also made subject to loading factors as per Clause 27 (Ai). The payment terms are as follows:

- (i) 100% against complete dispatch documents i.e. AWB / BOL, Invoice, Packing list, Warranty certificate (if applicable), Nil shortage certificate, Certificate of country of origin etc., (where both commissioning & PBG are NOT applicable).
- (ii) 90% against complete dispatch documents i.e. AWB / BOL, Invoice, Packing list, Warranty certificate, Nil shortage certificate, Certificate of country of origin etc., & balance 10 % on submission of Performance Bank Guarantee (PBG) (where commissioning is NOT applicable but PBG is applicable).
- (iii) 75% against complete dispatch documents i.e. AWB / BOL, Invoice, Packing list, Warranty certificate, Nil shortage certificate, Certificate of country of origin etc., 15% on successful installation, commissioning and start-up trials & balance 10% on submission of Performance Bank Guarantee (PBG) (where both commissioning & PBG are applicable).
- (iv) If PBG could not be submitted, vendors can also accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice. In such cases loading for PBG is not applicable.



(b) FOR INDIGENOUS PURCHASE:

- (i) 100% payment with 30 days credit (where both commissioning & PBG are NOT applicable).
- (ii) 90% basic payment + 100% taxes & duties with 30 days credit & balance 10% basic against submission of PBG (where commissioning is NOT applicable but PBG is applicable).
- (iii) 75% basic payment + 100% taxes & duties with 30 days credit, 15% basic after the successful installation, commissioning & start-up trials & balance 10% basic against submission of PBG (where both commissioning & PBG are applicable).
- (iv) If PBG could not be submitted, vendors can also accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice. In such cases loading for PBG is not applicable.
- 15. <u>ADVANCE PAYMENT:</u> Quotations with "Advance payment" or "Inland Letter of Credit" is liable for rejection.
- 16. <u>PENALTY:</u> Failure to supply within the delivery time as per purchase order will make the supplier liable to an unconditional penalty of 0.5 % (half percent) per week at the basic price of the goods for the undelivered quantity, subject to a maximum of 10%.

If pre-shipment inspection is involved, date of issue of pre-shipment call by the vendor along with test certificates / test reports / certificate of conformance / calibration reports as proof of completion will be treated as date of dispatch for the purpose of penalty calculation.

In the absence of reports stated above, actual date of inspection will be considered as date of dispatch for penalty calculation.

Date of receipt / Date of dispatch / Date of LR / Date of Airway bill / Date of pre-shipment inspection call with relevant documents as stated above, whichever is earlier shall be considered as delivery date for the purpose of penalty calculation.

17. <u>PBG:</u> Performance Bank Guarantee (PBG) to be submitted on Rs.100/- non-judicial stamp paper as per the BHEL prescribed format given in **ANNEXURE - E / ANNEXURE - F** for 10% of the basic equipment value obtained from any BHEL member (consortium) banks indicated in **ANNEXURE-G**.

PBG shall be valid for 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. The PBG shall also have 6 months claim period from the date of dispatch / commissioning.

The Bank Guarantee shall be submitted directly to the concerned Purchase Executive by the issuing Bank with their forwarding letter.

18. <u>WARRANTY:</u> Goods dispatched shall have warranty period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier or as mentioned in the RFQ.



19. TERMS OF DELIVERY:

(a) FOR IMPORTED PURCHASE:

Price offered shall be for goods packed and delivered **F.O.B.** (named international Airport / sea port) including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, Letter of credit (L/C) if applicable, negotiation of bank documents, Export declaration, Certificate of origin etc.

Packing shall be Road / Rail / Air / Sea worthy, best suitable for transshipment and to take care of transit damages.

Wooden packing material for all the foreign consignments should be treated as per ISPM-15 & **Fumigation / Phytosanitary certificate** to be submitted to the freight forwarders / BHEL along with the invoice, AWB, packing list etc.

Vendors shall indicate the name of International Airport.

Note: Name of International Airport has to be selected from any one of the airports indicated in the table provided in **ANNEXURE – C.**

(b) FOR INDIGENOUS PURCHASE:

Equipment shall be delivered on EX-EDN/BHEL, Bangalore basis, inclusive of freight, packing & forwarding charges.

Packing shall be Road / Rail / Air / Sea worthy, best suitable for transshipment and to take care of transit damages.

It is preferred to dispatch the consignments through EDN/BHEL approved transporters indicated in **ANNEXURE - D** on Door Delivery basis.

Smaller consignments can be dispatched through Courier services / RPP with the prior approval of the purchasing Executive.

In case of ex-works dispatches, transit insurance shall be arranged by BHEL. Vendor shall intimate the dispatch details to BHEL immediately after effecting shipment, to arrange transit insurance accordingly.

- **20. <u>DELIVERY REQUIREMENT:</u>** In the quotation, earliest firm delivery (number of days or weeks) by which material will be dispatched from the date of receipt of order must be indicated. It is recommended to avoid Quotations with delivery term such as `ex-stock', `subject to prior sale', or `delivery at the earliest'.
- 21. <u>VALIDITY:</u> Quotation should remain valid for a period of **90 days** from the date of technical bid opening.



22. POST-ORDER REQUISITES:

- (a) Pre-shipment inspection at vendor's works, if required, will be carried out by BHEL. Required assistance will have to be provided by the vendor at the time of pre-shipment inspection.
- **(b)** Test certificates, Calibration certificates and warranty certificates as stipulated at the time of ordering shall be furnished.
- **(c)** Items shall be dispatched by Air/Road/Rail/Sea worthy packing. Any damage and later rejection, due to poor / improper packing shall be to supplier's account.
- (d) Any damage/rejection should be made good or replaced immediately without any extra cost to BHEL.
- **(e)** Wherever commissioning is involved, it shall be carried out by the vendor's qualified engineers. Scope of work includes installation, commissioning and start-up trials till satisfactory performance level is reached as certified by BHEL.
- (f) BHEL will not be responsible for any loss, damage or injuries to vendor's personnel sustained during installation / commissioning / start-up trials. Vendor shall ensure compliance with all statutory requisites as laid down by local bodies, state & Central Government.
- 23. Equipment shall comply with the standard requirements of ISO 14001 & OHSAS 18001.
- 24. <u>REGRET LETTER:</u> In case any supplier is unable to quote, supplier shall send a regret letter without fail. In case of non-receipt of quotations or regret letters for three consecutive enquiries, such supplier is liable to be removed from our supplier list.
- **25.** Any dispute arising out of this, shall be referred to the sole arbitration of Head of Dept. Materials Management of group concerned, BHEL EDN or any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore.
- 26. Any legal suit in respect of this enquiry lies in the court of Jurisdiction of Bangalore (India) only.

27. LOADING FACTORS:

Loading factors as detailed below will be added to the quoted price (basic) to evaluate the lowest quote for non compliance of BHEL standard commercial terms.



A(i). For non compliance of standard Terms of payment (For Foreign Purchase Orders)

SI.	BHEL standard term	If you quote	Loading factor in % for non-	
No.			compliance	
1	100% against "SIGHT DRAFT"	Payment through	10 % x Percentage quoted	
	on presentation of dispatch	Letter of Credit (LC)	through LC	
	documents to our Bankers.			
2	90% against "SIGHT DRAFT" +	Payment through	10 % x Percentage quoted	
	10% against PBG (wherever	Letter of Credit (LC)	through LC	
	PBG is involved)			
3	75% against "SIGHT DRAFT" +	Payment through	10 % x Percentage quoted	
	15% after commissioning + 10%	Letter of Credit (LC)	through LC	
	against PBG (wherever comm. &			
	PBG are involved)			

A(ii). For non compliance of standard Terms of payment (For Indigenous Purchase Orders)

SI.	BHEL standard term	If you quote	Loading factor in % for non-
No.			compliance
1	100% payment with 30 days	Payment through bank	10 % x percentage quoted
	credit	Payment against	through bank / proforma invoice
		proforma invoice	
2	90% basic payment + 100%	Payment through bank	10 % x percentage quoted
	taxes & duties with 30 days credit	Payment against	through bank / proforma invoice
	+ 10% against submission of	proforma invoice	
	PBG (wherever PBG is involved)	100% with 30 days	Nil
		credit & submission of	
		PBG	
3	75% basic payment + 100%	Payment through bank	10 % x percentage quoted
	taxes & duties with 30 days	D	through bank / proforma
	credit + 15% after	Payment against	invoice
	commissioning + 10% against	proforma invoice	
	submission of PBG (wherever	100% with 30 days	Nil
	commissioning & PBG is	credit and after	• • • •
	involved)	commissioning & PBG	

B. For non compliance of Penalty clause for delayed delivery:

SI. No.	BHEL standard term	If you quote	Loading factor for non- compliance
1	Penalty of 0.5% per week	Not agreed.	10 %
	subject to max. of 10% on the	5% max., agreed.	5%
	basic value of the items not	Other than the above.	10% - (minus) agreed max. %
	supplied /delayed		



C. For non compliance of Performance Bank Guarantee (PBG):

SI. No.	BHEL standard term	If you quote	Loading factor for non- compliance
1	PBG for 10% of the basic material cost shall be furnished	Not agreed.	10 %
	in the BHEL prescribed format.	5% agreed.	5 %
		Other than the above.	10% - (minus) agreed max. %

D. For non compliance of Warranty:

SI. No.	BHEL standard term	If you quote	Loading factor for non- compliance
1	18 months from the date of dispatch or 12 months from the	Not agreed.	6%
	date of commissioning whichever is earlier or as indicated in the RFQ	Less than 12 months or as indicated in the RFQ	0.5 % per month for the difference in period

E(i). For Non- agreement on delivery at BHEL-EDN (For Foreign Purchase Orders):

SI. No.	BHEL standard term	If you quote	Loading factor for non- compliance
1	FOB / CIF to nearest international Airport/Seaport	Not agreed for the standard term of delivery	10 %

E (ii). For Non- agreement on delivery at BHEL-EDN (For Indigenous Purchase Orders):

SI. No.	BHEL standard term	If you quote	Loading factor for non- compliance
1	Ex-EDN/BHEL, Bangalore (Free delivery to EDN/BHEL Bangalore including freight, packing & forwarding charges)	Not agreed for the standard term of delivery	10 %



ANNEXURE - A

COMMERCIAL TERMS (to be enclosed with TECHNO-COMMERCIAL BID)

(for Foreign Purchase Orders)

SI. No.	Particulars	Bidder's confirmation
1 1	Price basis:	
'		Acceptable / Not acceptable
	Firm i.e., from the date of PO to completion of supply [Price Variation Clause (PVC) not acceptable]	Acceptable / Not acceptable
2	Terms of Payment: Against "SIGHT DRAFT" on presentation	
	of documents to our bankers.	
	(a) 100% is payable on negotiation of complete set of original	(a) Acceptable / Not acceptable
	documents	(a) / looeptable / Not acceptable
	(b) 90 % is payable on negotiation of complete set of original	(b) Acceptable / Not acceptable
	documents & balance 10% against submission of PBG (where	
	commissioning is NOT involved).	
	(c) 75 % is payable on negotiation of complete set of original	(c) Acceptable / Not acceptable
	documents, 15% after satisfactory commissioning & balance	
	10% against submission of PBG (wherever commissioning &	
	PBG is involved).	
	(d) Deviation if any please specify	(d)
	Note: Refer clause 14 (a) above.	
3	BHEL's penalty clause:	
	(a) Delay in delivery as per PO delivery date will result in	(a) Acceptable / Not acceptable
	penalty of 0.5 % per week subject to maximum of 10% on the value of the items not supplier/delayed.	
	(b) Deviation if any Please specify	
	(1)	(b)
.4	Performance Bank guarantee:	Yes / No
	PBG for 10% of the basic material cost shall be furnished in the	
	BHEL prescribed format as detailed in clause 17.	
5	Terms of delivery:	
	(a) F.O.B international Airport/Seaport as per clause 19 (a)	(a) Acceptable / Not acceptable
	(Indicate name of International Airport/Seaport)	(1-)
	(b) Deviation if any Please specify	(b)
6	Warranty: (a) 18 months from the data of dispatch or 12 months from the	(a) Acceptable / Not acceptable
	(a) 18 months from the date of dispatch or 12 months from the date of commissioning	(a) Acceptable / Not acceptable
	(b) Deviation if any Please specify	(b)
	(b) Deviation if any Flease specify	(6)
7	Delivery period: Indicate number of weeks from the date of	Weeks
	issue of Purchase order	
8	Validity:	
	(a) Quotation should remain valid for a period of 90 days from	(a) Acceptable / Not acceptable
	the due date	
	(b) Deviation if any Please specify	(b)
	• • • •	
9	Bank charges (If applicable):	
9	Bank charges (If applicable): (a) Bank charges within India is to BHEL account and outside	(a) Acceptable / Not acceptable
9	- · · · · · · · · · · · · · · · · · · ·	(a) Acceptable / Not acceptable



ANNEXURE - B

COMMERCIAL TERMS (to be enclosed with TECHNO-COMMERCIAL BID)

(For Indigenous Purchase Orders)

SI.	Particulars	Bidder's confirmation
No.		
1	Price basis: Firm i.e., from the date of PO to completion of supply [Price Variation Clause (PVC) not acceptable]	Acceptable / Not acceptable
2	Excise duty: If applicable indicate %.	Applicable / Not applicable ED:%
3	Sale tax: If applicable indicate %	Applicable / Not applicable (a) VAT% (b) CST% against form C
4	Payment terms: (a) 100% payment with 30 days credit	(a) Acceptable / Not acceptable
	(b) 90 % basic payment + 100% taxes, duties & freight charges with 30 days credit & balance 10% against submission of PBG (where commissioning is NOT involved)	(b) Acceptable / Not acceptable
	(c) 75 % basic payment + 100% taxes, duties & freight charges with 30 days credit, 15% after satisfactory commissioning & balance 10% against submission of PBG (wherever commissioning & PBG is involved).	(c) Acceptable / Not acceptable
	(d) Deviation if any please specify Note: As per clause 14 (b)	(d)
5	BHEL's penalty clause: (a) Delay in delivery as per PO delivery date will result in penalty of 0.5 % per week subject to maximum of 10% on the basic value of the items not supplier/delayed. (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
6	Performance Bank guarantee (PBG): PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as per clause 17.	Yes / No
7	Terms of delivery: (a) Ex EDN / BHEL, Bangalore (Free delivery to EDN/BHEL Bangalore including freight, packing & forwarding charges) (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
8	Warranty: (a) 18 months from the date of dispatch or 12 months from the date of commissioning (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
9	Delivery period: Indicate number of weeks from the date of issue of Purchase order	Weeks
10	Validity: (a) Quotation should remain valid for a period of 90 days from the due date (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
11	Bank charges (If applicable): (a) All Bank charges to supplier's account (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)



ANNEXURE - C

LIST OF INTERNATIONAL AIRPORTS

SI. No	Country	Air Ports
1	Austria	Vienna, Linz, Graz
2	Australia	Sydney, Melbourne, Perth
3	Belgium	Antwerp, Brussels
4	Canada	Toronto, Montreal
5	China	Shangai
6	Cyprus	Lamaca
7	Czech Republic	Prague (Via Frankfurt)
8	Denmark	Copenhagen
9	Egypt	Cairo
10	Finland	Helsinki
11	France	Paris (Rossy), Lyon
12	Germany	Darmstadt, Manihiem, Nurnberg, Hamburg, Stutttgart, Munich, Koln, Dusseldorf & Hannover, Frankfurt, Berlin
13	Hongkong	Hongkong
14	Italy	Rome, Milan, Turin, Bologna, Florence
15	Ireland	Dublin
16	Isrel	Telaviv
17	Japan	Tokyo, Osaka
18	Malaysia	Kaulalampur, Penang
19	Neatherlands	Amsterdam, Rotterdam
20	Newzealand	Auckland
21	Norway	Oslo
22	Oman	Muscat
23	Philiphines	Manila
24	Romania	Bucharest
25	Russia	Moscow
26	Saudi Arabia	Riyad
27	Singapore	Singapore
28	Slovakia	Bartislowa
29	South Africa	Johannesburg, Durban
30	South korea	Kimpo
31	Spain	Barcelona
32	Sweden	Stockholm, Gothenburg, Milano
33	Switzerland	Basle, Zurich, Geneva
34	Taiwan	Taipei
35	U.A.E.	Dubai
36	U.K.	Landon (Heathrow), Newcastle, Oxford, Cheltham, Bristol, Wellingborough, Birmingham, East Midland, Manchester, Leeds, Glasgow.
37	U.S.A.	Newyork, Chicago, Sanfrancisco, Los Angeles, Atlanta
38	Ukraine	Kiev
30	UNIAIIIE	IZICA

ANNEXURE-D

EDN/BHEL APPROVED TRANSPORTERS FOR INLAND ROAD TRANSPORTATION

- 1. M/s Awagaman Road Carriers ltd., Bangalore. (AWG)
- 2. M/s BLR India pvt., ltd., Bangalore. (BLR)
- 3. M/s Delhi Assam Roadways corporation ltd., Bangalore. (DRL)
- 4. M/s Indo Arya Central transport ltd., Bangalore. (IACT)
- 5. M/s Prakash parcel Services, Bangalore. (PPS)
- 6. M/s Road Carrier of India, Bangalore. (RCI)
- 7. M/s Union Roadways ltd., Bangalore. (URL)



ANNEXURE-E

PERFORMANCE BANK GUARANTEE (FOR FOREIGN PURCHASE ORDERS)

BANK NAME AND ADDRESS

Bharat Heavy Electricals Limited (BHEL), Electronics Division, PB No. 2606, Mysore Road, BANGALORE- 560 026 INDIA

Dear Sir,

Ref: CONTRACT PERFORMANCE GUARANTEE.

Wł	HEREAS you h	ave en	tered into a	contract refere	nce No PO NO	D		with M/s
					having	its	registered	office
at_	Callad Same		1	for the supply of		la facilitation de		as
ae:	talled in your	purcna:	Se order N	for the supply of	W	nich is n	ereinatter rete	rred to as
uı	e said contrac	i anu	WILLIAM	Guarantee for 1				
	nounting		to		·		(
				secure its obliga			•	
				the performance				•
eq	uipment	su	pplied,	We			 .	Bank
,	alautalia au			hereby				
	dertake ar				ncipal ob			
M/:	S UEI\doclare	oc to uc	in writing	that ir that M/s	i the event	Dilarai	hac r	icais Liu.
				tractual obligation				
				y Electricals Ltd				
				India an				
	oo, Dangan	000	020,	maia an	amount	,		subject to
as	may be determ	nined be	elow:					,
	•							
1)	Notwithstandin	ng any	right M/s.				may hav	e directly
	against	you	or	any	disputes	raise	d by	M/s
					, \	our writ	ten demand	shall be
	conclusive evidence to us that repayment is due under the terms of the said contract and shall							
	be binding on	us.						
2)	We shall not be discharged or released from this undertaking and Guarantee by any							
	arrangements, variations made between you and M/s.							
	with or without our consent and Knowledge or by any alterations in the obligations of M/s.							
	by any forbearance whether as to payment, time, performance or otherwise.							
	or otherwise.							
3)	This quarante	e shall	remain va	alid until the en	d of twenty-fo	nır week	s after the clo	nse of the
٠,				e is reported by I				,00 OI 1110

4) We agree and undertake not to revoke this guarantee during its validity unless discharged in

writing by you subject to the provision of clause (7) below.

by its Authorised Signatory



5)	This guarantee shall be a continuing guarantee subject to the foregoing and shall not discharged by any change in the constitution of the Bank or I	be M/s.
6)	This guarantee shall be governed by and constructed in accordance with the Laws of India.	
7)	,	d by eing ords)
	For and on behalf of B	ank

Note:

- (1) To be executed in INR 100 Non-Judicial stamp paper by any authorized Indian Bank.
- (2) To be submitted directly by banker to concerned executive in purchase dept., Please give BHEL address to banker.
- (3) Do not enclose with Bank document.
- (4) Any Modification & omissions to this format are not permitted

Note: The Bank Guarantee from Foreign vendors from Foreign bank needs to be confirmed by any Indian consortium Bank.



ANNEXURE - F

<u>PERFORMANCE BANK GUARANTEE</u> (FOR INDIGENOUS PURCHASE ORDERS)

Contrarthavits	(year), by the(Bank), registered under the mpanies Act 1956/Nationalised Bank constituted under the Banking Companies (acquisition and nsfer of undertakings) Act constituted under the State Bank of India Act / Subsidiary Banks Act, ving its registered / head office at represented herein by Branch Manager / authorised representative Sri & (Hereinafter called 'guarantor ' which term shall mean and include successors and assigns)
	IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED
and	(Buyer's Name), a company registered under the mpanies Act, 1956 having its registered office at BHEL House at Siri Fort, New Delhi-100 049 d its Electronics Division at Mysore road, Bangalore-26 (hereinafter referred to as the 'Company' nich term shall include its successors and assigns):
Wh	nereas the company has placed an order on (State the name of the
incl No	mpany / firm and its address) (hereinafter referred to as the 'Supplier' which term shall mean and lude its liquidators, successors and assign) for the supply of system under order / ContractDt
	D WHEREAS the supplier has agreed to supply the materials and carryout the works as detailed in accordance with the terms set out in the said order/contract.
ren sat / co Gu whi 	D WHEREAS the company is not required to pay to the supplier a sum of Rupees being the 10% of the value of the goods supplied / Works performed / Services dered under the said order / contract between the supplier and the company, till the company is isfied with the mechanical Warranties and the performance standards stipulated in the said order ontract between the company and the supplier has been duly fulfilled, except against a Bank arantee for the said sum of Rs in favour of the company by reputed Bank, in it ich case the company has agreed to make payment to the supplier of the said sum of Rupees being (%) of the value of the goods supplied / Works performed Services rendered under the agreement between the supplier and the company and the arantor has at the request of the supplier, agreed to furnish this Guarantee subject to the terms
	d conditions stated below:
	W THIS DEED WITNESSES THAT IN pursuance of the above said agreement, the guarantor reby agrees and covenants With company is as follows:-
1)	That during the period this contract of Guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the company in respect of the payments to the extent of Rs (in words) against any loss or damage caused to or suffered by the company by reasons of any breach of the terms of the
	said order / contract / Agreement by the supplier.
2)	The Guarantor hereby undertakes to pay the amounts due and payable under this guarantee

without any demur, merely on demand from the company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the supplier of any terms contained in the said order / contract. Any such demand made on the guarantor shall be conclusive as regards the amount due and payable by the Guarantor

irrespective of the fact whether the Contractor / supplier admits or denies.



- 3) The Guarantor further agrees that the agreement herein contained shall remain in force and effect till all the supplies to be made / Works to be performed / Services to be rendered under the said order / contract / agreement are completed to the entire satisfaction of the company or till company certifies that the terms and conditions of the said order / contract / agreement have been fully and properly carried out by the said supplier and accordingly discharges the Guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before the expiry of claim period indicated in clause 6 below , the guarantor shall be discharged from all the liability under this guarantee thereafter.
- 4) The guarantor further agrees with the company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order / contract / agreement or extend the time of performance by the said supplier from time to time or refrain from exercising the power exercisable by the company against the said supplier or to forebear or omit to enforce any of the terms and conditions relating to the said order / contract / agreement, and the guarantor shall not be relieved of its liability in whole or in part , by reason of any act, commission or forbearance on the part of the company or by reason of any such variation, or extension being granted to the said supplier or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.
- 5) The guarantor undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing.

6)	Notwithstanding anything herein aboresents is restricted to Rs_		•	_			
	•		_				
	expiry on unles	s a demand is	made on the	guarantor	within	SIX m	onths
	from the date of expiry, all the liability	of the guarar	ntor under thi	is guarantee	shall	stand	fully
	discharged. The decision of the claima	nt in regard to	breach of co	ontract is fir	nal and	bindii	ng on
	the Bank	J					-

IN WITNESS whereof, the guarantor, acting through it authorised representative has executed this deed of Guarantee on the day, month and year first above written.

(Seal of the Bank to be affixed)

WITNESS

1.

2.



BHEL MEMBER BANKS (CONSORTIUM BANKS)

<u>PBG SHALL BE ISSUED FROM THE FOLLOWING BANKS OR THEIR BRANCH</u> <u>OFFICES ONLY</u>

Sr.		
No.		
1	STATE BANK OF INDIA	
2	PUNJAB NATIONAL BANK	
3	HDFC BANK	
4	SYNDICATE BANK	
5	CANARA BANK	
6	INDIAN BANK	
7	ST. BANK OF HYDERABAD	
8	ICICI BANK	
9	STANDARD CHARTERED BANK	
10	UCO BANK	
11	KOTAK MAHINDRA	
12	ORIENTAL BANK OF COMMERCE	
13	STATE BANK OF TRAVANCORE	
14	CENTRAL BANK	
15	IDBI BANK	
16	FEDERAL BANK	
17	HSBC LTD	
18	DEUTSCHE BANK	
19	CORPORATION BANK	
20	CITI BANK	
21	BANK OF BARODA	
22	ABN AMRO BANK	
23	UNITED BANK OF INDIA	
24	VIJAYA BANK	
25	UNION BANK OF INDIA	
26	PUNJAB & SIND BANK	
27	ANDHRA BANK	
28	BANK OF INDIA	
29	AXIS BANK	

Note: The list of consortium Bank will be updated periodically. Please check with the concerned Purchase Executive before executing BG.