

PROJECT BHUSAWAL

Eng SI no	Materialcode	Description	Lot no	Qty	Unit	Dely dt	Destination	Bidder's Response
1	RFW008610001	SUPPLY OF AIR BLASTERS ALONG WITH COMPLETE ACCESORIES FOR BHUSAWAL FGD SITE (1X660 MW).	1	2	ST	24-Jan-21	STORES OF BHUSAWAL SITE	
2	RFW008610002	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (FIRST VISIT OF 5 WORKING DAYS AT BHUSAWAL FGD SITE.)	1	1	ST	24-Jan-21	STORES OF BHUSAWAL SITE	
3	RFW008610003	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (SECOND VISIT OF 5 WORKING DAYS AT BHUSAWAL FGD SITE.)	1	1	ST	24-Jan-21	STORES OF BHUSAWAL SITE	

PRPJCT MOUDA

Eng Sl no	Materialcode	Description	Lot no	Qty	Unit	Dely dt	Destination	Bidder's Response
4	RFW907020001	SUPPLY OF AIR BLASTERS ALONG WITH COMPLETE ACCESORIES FOR MOUDA FGD SITE.	1	2	ST	03-Jan-21	STORES OF MOUDA SITE	
5	RFW907020002	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (FIRST VISIT OF 5 WORKIN G DAYS AT MOUDA FGD SITE.)	1	1	ST	03-Jan-21	STORES OF MOUDA SITE	
6	RFW907020003	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (SECOND VISIT OF 5 WORKI NG DAYS AT MOUDA FGD SITE.)	1	1	ST	03-Jan-21	STORES OF MOUDA SITE	

PROJECT NORTH KARANPURA

EnqSI No	Materialcode	Description	Lot no	Qty	Unit	Dely dt	Destination	Bidder's Response
7	RFW907090001	SUPPLY OF AIR BLASTERS ALONG WITH COMPLETE ACCESSORIES FOR NORTH KARANPIRA FGD SITE.	1	2	ST	03-Jan-21	STORES OF NORTH KARANPURA SITE	
8	RFW907090002	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (FIRST VISIT OF 5 WORKING DAYS AT NORTH KARANPURA FGD SITE.)	1	1	ST	03-Jan-21	STORES OF NORTH KARANPURA SITE	
9	RFW907090003	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (SECOND VISIT OF 5 WORKING DAYS AT NORTH KARANPURA FGD SITE.)	1	1	ST	03-Jan-21	STORES OF NORTH KARANPURA SITE	

PROJECT BARH-I

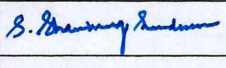
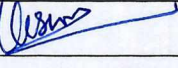
Eng SI No	Materialcode	Description	Lot no	Qty	Unit	Dely dt	Destination	Bidder's Response
10	RFW907100001	SUPPLY OF AIR BLASTERS ALONG WITH COMPLETE ACCESSORIES FOR BARH-I FGD SITE.	1	2	ST	03-Jan-21	STORES OF BARH-I SITE	
11	RFW907100002	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (FIRST VISIT OF 5 WORKING DAYS AT BARH-I FGD SITE.)	1	1	ST	03-Jan-21	STORES OF BARH-I SITE	
12	RFW907100003	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (SECOND VISIT OF 5 WORKING DAYS AT BARH-I FGD SITE.)	1	1	ST	03-Jan-21	STORES OF BARH-I SITE	

PROJECT BARH-II

EnqSI No	Materialcode	Description	Lot no	Qty	Unit	Dely dt	Destination	Bidder's Response
13	RFW907110001	SUPPLY OF AIR BLASTERS ALONG WITH COMPLETE ACCESSORIES FOR BARH-II FGD SITE.	1	2	ST	03-Jan-21	STORES OF BARH-II SITE	
14	RFW907110002	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (FIRST VISIT OF 5 WORKING DAYS AT BARH-II FGD SITE.)	1	1	ST	03-Jan-21	STORES OF BARH-II SITE	
15	RFW907110003	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (SECOND VISIT OF 5 WORKING DAYS AT BARH-II FGD SITE.)	1	1	ST	03-Jan-21	STORES OF BARH-II SITE	

PROJECT PANKI

EnqSI No	Materialcode	Description	Lot no	Qty	Unit	Dely dt	Destination	Bidder's Response
16	RFW907120001	SUPPLY OF AIR BLASTERS ALONG WITH COMPLETE ACCESSORIES FOR PANKI FGD SITE.	1	2	ST	03-Jan-21	STORES OF PANKI SITE	
17	RFW907120002	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (FIRST VISIT OF 5 WORKING DAYS AT PANKI FGD SITE.)	1	1	ST	03-Jan-21	STORES OF PANKI SITE	
18	RFW907120003	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (SECOND VISIT OF 5 WORKING DAYS AT PANKI FGD SITE.)	1	1	ST	03-Jan-21	STORES OF PANKI SITE	

		Bharat Heavy Electricals Ltd Boiler Auxiliaries Plant Ranipet-632 406		FLUE GAS DESULPHURISATION DEPT TECHNICAL SPECIFICATION	
00	16-03-2020	Fresh Release	 Arun Kumar	 Shanmuga S S	 V. Kesavan
REV	DATE	DESCRIPTION	PREPARED	CHECKED	APPROVED
Sl. no.	Item	Air Blaster For Limestone Silo			Vendor/Acceptance /Comments
1	Eligibility	Vendor should be a manufacturer of Air blaster.			
2	Scope of Supply	a) Design, manufacturing, testing and supply of Air Blaster for Limestone silos. b) Supervision of Erection and Commissioning of the equipment at site shall be under vendor's scope. Cost for Supervision of Erection and Commissioning shall be included in the offer (number of visits as per indent/enquiry). c) Compressed air piping, valves, discharge pipe arrangement, base frame, all mating flanges, gaskets, bolts and fasteners, Nozzles, hanging support, pneumatic & electrical accessories required for the Air Blaster shall be provided by the vendor. Note : 1 set consists of "3nos of Air Blasters along with all accessories, mountings & Fasteners +1 no of Pneumatic Panel + 1 no of Control Panel +1 no of Timer + Pneumatic Tubing & Fittings" required for one Silo.			
3	Application	Air Blasters shall be used in the limestone silos of Flue Gas Desulphurization (FGD) system to dislodge accumulated limestone particles .			
4	Design Standards	Design, Manufacturing, Inspection and Testing of the Air Blaster shall conform to the latest applicable Indian / British / American Standards.			
5	Mounting Position	The Air Blaster will be mounted on the conical surface of the lime silo (refer page-4 for Limestone Silo drawing).			
6	Duty Conditions	Number of Air Blasters per Limestone Silo Capacity of each Air Blaster Discharge Pipe from Air Blaster to Silo Limestone Size Moisture Content in the Limestone	3 nos. 200 Liters 150 NB 25 mm 10-15 %		
7	Working Pressure	Working pressure for Air Blaster shall be 5 to 7 bar .			
8	Number of Blasts	Number of blasts per hour for a silo shall be decided by the vendor. Vendor to furnish the value.			
9	Hydro test	Air Blaster vessel shall be tested at 11 bar pressure.			
10	Solenoid Valves	230VAC, 3/2 Solenoid valves along with NRV & isolating ball valve shall be provided by the vendor for each Air Blaster pneumatic circuit.			
11	Pneumatic Accessories	All pneumatic accessories (like safety Valve, Quick Exhaust Valves, Pressure Gauges, Ball Valves, NRVs, AFR, lubricator etc.) required for Air Blaster System shall be provided by the vendor.			
12	Pneumatic Panel	All of the three solenoid valves shall be accommodated in a panel box. For each silo one pneumatic panel shall be provided for three air blasters.			
13	Pneumatic Piping	a) SS Piping for air from plant tapping point to air blaster shall be provided by the vendor for each air blaster.			

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		b) Tapping Point for air supply shall be around 20 meter away from the silo. Vendor to take into account the cost accordingly. c) Ball valve shall be provided by the vendor for isolation of air blaster air supply at the plant tapping point.	
14	Drain Valve	1/4" Ball valve shall be provided by the vendor in the Air Blaster for drain.	
15	Electrical Panel	a) Separate control panel with Automatic Sequential Timer (230VAC) shall be provided by the vendor for each silo for the sequential operation of air blasters. Control Panel shall be IP55. b) Timer shall be mounted inside the control panel. c) All the wirings from timer to solenoid valves shall be done by the vendor during manufacturing. d) Suitable cable glands shall be provided by the vendor at the bottom of the control panel for input/output signals/power supply.	
16	Documents to be submitted along with offer	a) Vendor to submit duly filled, sealed & signed all pages of the specification with confirmation to each point.	
		b) At least two unpriced PO copies of previously supplied Air Blasters for similar applications shall be provided by the vendor as proof of experience.	
		c) GA drawing including cross sectional view, all dimensions & BOM with material specification (insufficient information may lead to rejection of the vendor's offer).	
		d) Exploded View of Air Blaster & Bill of materials table shall be included in the GA drawing without fail.	
		e) Pneumatic Circuit for Air Blaster System shall be submitted.	
		f) Data sheet of Air Blaster in the format as attached (refer page-3)	
		g) Electrical wiring diagram	
		h) List of Commissioning spares required & its make and model number. Its cost to be included in the main offer.	
17	Quality plan & Drawing approval	i) Deviations (if any) shall be submitted at enquiry stage itself.	
		a) Vendor shall submit quality plan to BHEL for review after the placement of order.	
		b) Drawing approval from BHEL/Ranipet to be obtained before manufacturing for the following - i) Air Blaster along with pneumatic accessories with BOM & material specification ii) Datasheet of Air Blaster & accessories	
18	Inspection	a) Inspection by BHEL or its authorized agency. b) All necessary material test certificates to be produced at the time of inspection.	
19	Painting	As mentioned in the enclosed Limestone Silo drawing (page-4).	
20	Guarantee	a) The Vendor shall provide guarantee for a period of 24 months from the date of supply. b) The Vendor shall guarantee that after the installation of air blaster adverse effects like plugging, bridging, rat holing, funneling and arching shall not occur in silo.	
21	Packing	As per Vendor standard to ensure complete safety of the Air Blaster. Water should not enter into Electrical Panel and Pneumatic accessories during storage in the outer yard of power plant.	
22	Outside the box	PO number, vendor name, item size, material code, model number, Quantity inside the box to be mentioned.	

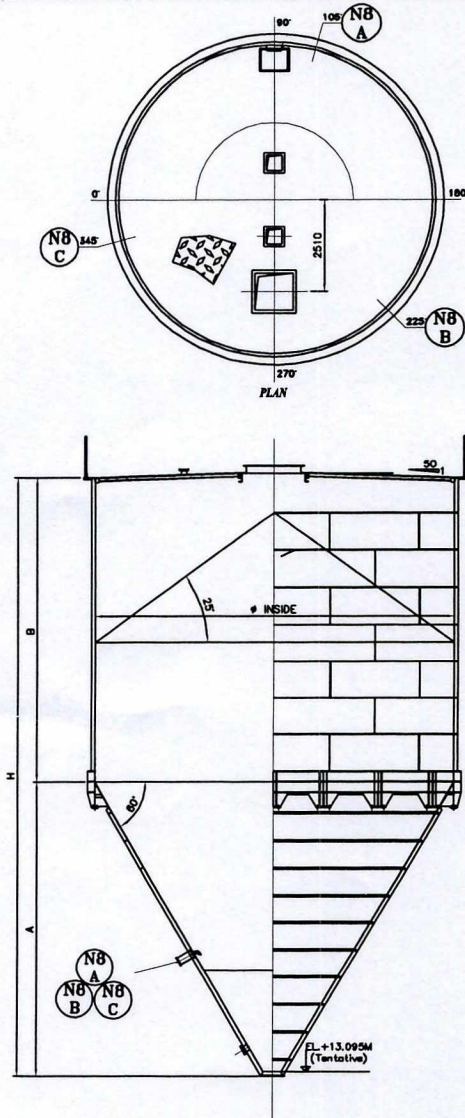
Bidder's seal & sign

DATA SHEET OF AIR BLASTER (TO BE FILLED & SUBMITTED BY THE BIDDER)

Sl.No.	Description	Unit	Parameters
1	Capacity of Air Blaster		
2	Model Number		
3	Quantity of Air required per hour for each blaster		
4	Number of Blasts per hour for each blaster		
5	Material specification of Air Vessel		
6	Design/Working Pressure		
7	Hydrostatic Test pressure(indicate the standard also)		
8	Discharge Pipe (Minimum NB 150)		
9	Discharge pressure		
10	Area/Length of influence for each air blaster		
11	Location of Air blaster from bottom of the silo		
12	Piston Material		
13	Piston Diameter		
14	Piston Seat		
15	Quick Exhaust Valve (Make and Model No)		
16	Solenoid Valve (Make and Model No)		
17	Oil Lubricator (Make and Model No)		
18	Air Filter Regulator (Make and Model No)		
19	Ball Valve (Make and Model No)		
20	Safety Valve (Make and Model No)		
21	Non-return Valve		
22	Connection Pipe		
23	Electronic Timer (Make and Model No) mounted inside the control panel		
24	Control panel (Minimum IP 55)		
25	Pneumatic Panel		
26	Pressure Gauge (2 Nos)		
27	Tubing (SS)		
28	Drain Valve		

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ALL DIMENSIONS ARE IN MILLIMETRES



PROJECTS	NKP	Barh I	Barh II	Mouda	Panki	BHUSAWAL
Limestone Silo capacity (MT)	1055	855	610	455	1035	280
Diameter (Ø mm)	10400	9300	8300	7500	10700	6400
Height (H mm)	17900	18000	14300	13000	16300	11100
A (mm)	9000	8050	7200	6500	7000	5500
B (mm)	8900	7950	7100	6500	9300	5600
Discharge dia of Silo bottom (NB)	500	500	500	500	500	500

Note : The conical portion of Silo (inside) is clad with SS-4mm thick.

< MOUNTING DETAIL >

Weld. No.	Opening Size	Flange	Service	Projection	Remark
NB/BC	150NB	ANSI B16.5/150	NR CANON	150	

Note : Height shall be decided by the vendor for Air Blaster location on Silo.

Project Name	Painting For Air Blasters		
	NKP, Mouda, Barh-I, Barh-II	Panki	Bhusawal
Painting Details	(1) Surface preparation - Power tool cleaning to St3 (SSPC-SP3). (2) Primer - Red oxide Zinc phosphate primer to IS 12744 (two coat 30+30 micron). (3) Finish Point - Synthetic Enamel to IS2932, Shade: Grey white RAL9002 (Two coats 20+20 micron). (4) Total DFT=100 micron (min.)	(1) Surface Preparation - Blast cleaning to Sa 2½ (Near white metal) with surface profile 35-50µm. (2) Primer - Two coats of Epoxy Zinc phosphate primer as per IS 13238 (DFT=35µm/coat). (3) Finish Point - Two coats of Epoxy based Polyamide cured finish point to IS 14209 (DFT=35µm/coat). (4) Total DFT = 140 micron (min.).	(1) Surface Preparation - power tool cleaning to St3 (SSPC-SP3). (2) Primer - Red Oxide Zinc Phosphate primer to IS 12744(two coats of 35+35 micron). (3) Finish Point - Synthetic Enamel to IS2932, Shade: Grey 692(two coats of IS5 35+35 micron). (4) Total DFT = 140 micron(min.).

BHEL BAP RANIPET

DRAWING OF LIMESTONE
SILO FOR AIR BLASTER

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Bharat Heavy Electricals Limited
Ranipet-632406, India.
Quality Assurance(Mech)

To,

Shri. Paritosh Saha , AE-I/Purchase

NTPC: FGD: AIR-BLASTER/QA-MECH: 70-1

Dt. 10-08-2020

Indent No.	RFW00861 Rev.02 DT: 07-07-2020
Engg. Spec. No.	FGD: ABLR: R00, DT:16.03.2020
Item:	Air Blasters for BHUSAWAL Project

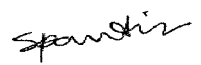
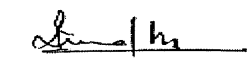
In continuation to our QR vide NTPC: FGD: AIR-BLASTER/QA-MECH:70 dated 14.05.2020 and in receipt of ONE additional indent, following are our QA Comments

1. BHEL approved Vendors are acceptable.
2. Inspection at Manufacturer works applicable by BHEL/BHEL TPI as per BHEL Standard Quality Plan (FGD: 744/00, Dt:15.05.2020)
3. Manufacturer shall provide their acceptance with duly signed and their stamp on our SQP attached herewith.
4. Painting shall be as per Customer approved painting schedule.
5. Annexure-Q shall be a part of the enquiry file.
6. Packing shall be as per Cl. No.21 of Technical Specification.
7. Vendor shall confirm following for inspection purpose.
 - a. Latest version of standards & Specification shall be applied
 - b. Materials shall be procured in compliance to Functional Technical Specification.
 - c. Gauges and measuring instruments with valid calibration only shall be used.
 - d. Inspection / Inspection wavier / approval by BHEL do not absolve Supplier's responsibility for conformity of the specification as per the terms of PO.
 - e. BHEL /BHEL Authorized representatives shall have the right to witness the necessary inspection and testing of goods mentioned in the PO.
 - f. In case of Vendor Drawing & Datasheet, it needs approval by BHEL Engineering.
 - g. This QP shall be read along with relevant PO, BHEL Specification/Drawing/Approved Datasheet.


Paritosh Saha
Deputy Manager / Quality
BHEL Ranipet - 632406

 Ranipet		MANUFACTURER'S NAME & ADDRESS BHEL/ BHEL APPROVED SOURCE		STANDARD QUALITY PLAN				PROJECT: AS PER PO.				
				ITEM: Air Blasters with Accessories	QP. NO.: AIR BLASTER:744 Rev No. :00 Date: 14.05.2020 Page 1 of 2							
SL NO	COMPONENT & OPERATION	CHARACTERISTICS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK		REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORD		Agency	REMAR KS
1	2	3	4	5	M	B/C	7	8	9	D	10	11

1.0	RAW MATERIAL													
1.1	Plates for Shell & Dished End	Composition	Major	Review of TC	100%	100%	Approved Drawing / Specification.		MTC	√	V	V	-	MILL TC Document Review
2.0	BOI Items	Visual	Major	Visual Inspection, Verification	100%	100%	As per P.O. / Approved Drawing/Datasheet		TC	√	V	V	-	Document Review
3.0	INPROCESS INSPECTION													
3.1	Cutting , Edge Preparation, Rolling, fitting	Fit up	Major	Visual	100%	-	Approved Drawing	Approved Drawing	Report	-	P	-	-	
3.2	Welding of Joints (Cir-seam &Long seam)	Weld soundness	Major	D.P. Test	100%	100%	Drawing/Relevant Standard	Drawing/ Relevant Standard	Report	√	P	-	-	
4.0	FINAL INSPECTION													
4.1	Dimension & Visual	Dimensional Conformity	Major	Visual & Dimension	100%	100%	Approved Drawing	Approved Drawing	Report	√	P	V	-	Review of Reports
4.2	Leakage Test and Pressure Test	Hydro test	Major	Visual	100%	10%	Approved Drawing / Datasheet	No Leakage or Pressure Drop	Test Report	√	P	W	-	
4.3	Pneumatic Test / Pressure Test	Pneumatic test	Major	Visual	100%	10%	Approved Drawing / Datasheet	Approved Drawing / Datasheet	Test Report	√	P	V	-	Review of Reports

M – Manufacturer / Subcontractor, IR-Internal Records B - BHEL /BHEL Authorized Inspection Agency, C - Customer, P - perform, MTC- Material test certificate. V - Verification of reports W - Witness, TC - Test certificate "D" – Record, identified with tick (√) shall be essentially included by Supplier in QA documentation. DP – Dye Penetrant test.	Prepared by	Reviewed by	Approved by
	 Sanjib Pandit (AE/QA)	 Rakesh Kumar Madhu (Dy Manager / QA)	 K C Gandhiparimalam (DGM/QA)

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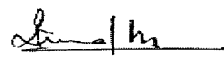
 MANUFACTURER'S NAME & ADDRESS BHEL/BHEL APPROVED SOURCE		STANDARD QUALITY PLAN				PROJECT: AS PER PO.								
		ITEM: Air Blasters with Accessories		QP. NO.: AIR BLASTER:744 Rev No. : 00 Date: 14.05.2020 Page 2 of 2										
SL NO	COMPONENT & OPERATION	CHARACTERISTICS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK		REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORD		Agency			REMARKS
					6							M	B	C
1	2	3	4	5	M	B/C	7	8	9	D	10			11

4.4	Painting	Visual & Measurement	Major	Visual	100%	-	As per P.O. / Specification	As per P.O. / Specification	COC	-	P	V	-	
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Note: 1. All the inspection/ test reports shall be submitted to Inspection agency for review and record purpose.
 2. Latest revision of Drawings, specification and standard shall be used.
 3. Materials shall be procured in compliance to Functional Technical Specification.
 4. Gauges and measuring instruments with valid calibration only shall be used.
 5. Inspection / Inspection wavier / approval by BHEL does not absolve Supplier's responsibility for conformity of the specification as per the terms of PO.
 6.. BHEL /BHEL Authorized representatives shall have the right to witness the necessary inspection and testing of goods mentioned in the PO.
 7. In case of Vendor Drawing, it needs approval by BHEL Engineering.
 8. This QP Shall be read along with relevant PO, BHEL Specification/Drawing/Approved Datasheet.

Record of revision

Rev no	Date	Description
00	14.05.2020	Original Issue – First submission

M – Manufacturer / Subcontractor, IR-Internal Records B - BHEL /BHEL Authorized Inspection Agency, C - Customer, P - perform, MTC- Material test certificate. V - Verification of reports W - Witness, TC - Test certificate "D" – Record, identified with tick (✓) shall be essentially included by Supplier in QA documentation. DP – Dye Penetrant test.	Prepared by	Reviewed by	Approved by
	 Sanjib Pandit (AE/QA)	 Rakesh Kumar Madhu (Dy Manager / QA)	 K C Gandhiparimalam (DGM/QA)

Date : 23-JUL-20

'R4U8'

PAGE 1 of 1

PO Ref	DG/BSL U-6/2011/T-1/BTG+BOP EPC CONTRACT/SUPPLY/ NO.0054			PO Date	17-JAN-18
Cont #	R673	Project Name	MAHAGENCO BHUSAWAL UNIT-6 1x660 MW		
Proj abrvn	BHUS1	Exp code	Indigenous	Advance Ind	Received in GST era
Order Type	DIRECT ORDER			Finance remarks	
Freight code	PAID(REIMB)				
Mode of desp	ROAD				
INSU code	BHEL(OTHERS)				
Export Box code					
Cust numbers	R673,R4U8			DI Status	Vet by finance
Carrier	BHEL APPROVED CARRIER			Inv Address	State Code : 27
				BHARAT HEAVY ELECTRICALS LTD	
Consignee Address	State Code : 27			C/O CHIEF ENGINEER (PROJECTS)	
BHARAT HEAVY ELECTRICALS LTD				MAHARASHTRA STATE POWER GENERATION CO LT	
C/O CHIEF ENGINEER (PROJECTS)				BHUSAWAL TPS (1x660 MW) PROJECT	
MAHARASHTRA STATE POWER GENERATION CO LT				BHUSAWAL, DIST-JALGAON, MAHARASHTRA	
BHUSAWAL TPS (1x660 MW) PROJECT				Pin -425307	GSTIN 27AAECM2935R1ZV
BHUSAWAL, DIST-JALGAON, MAHARASHTRA					
Pin - 425307	GSTIN 27AAECM2935R1ZV			Supply Address	State Code : 27
				BHARAT HEAVY ELECTRICALS LTD	
Units	R4U8	BHUSAWAL-6 FGD		C/O CHIEF ENGINEER (PROJECTS)	
Units	R673	BHUSAWAL-6 660MW		MAHARASHTRA STATE POWER GENERATION CO LT	
BHUSAWAL TPS (1x660 MW) PROJECT					
BHUSAWAL, DIST-JALGAON, MAHARASHTRA					
Pin -425307 GSTIN 27AAECM2935R1ZV					
Special Instructions (if any)					

Date : 18-JUN-20

'G503'

PAGE 1 of 1

PO Ref	CS-9561-109(1B)-9-FC-NOA-6722			PO Date	18-SEP-18
Cont #	G503	Project Name	Mouda STPP Stage-I (2x500 MW)-FGD		
Proj abrvn	MOUDF	Exp code	Indigenous	Advance Ind	Received in GST era
Order Type	DIRECT ORDER			Finance remarks	
Freight code	PAID(REIMB)				
Mode of desp	ROAD				
INSU code	BHEL(OTHERS)				
Export Box code					
Cust numbers	G503,G504				
Carrier	BHEL APPROVED CARRIER			DI Status	Vet by finance
Consignee Address			State Code : 27		
GM / PROJECTS			NTPC Ltd., Mouda STPP		
P.O: Mouda, Taluk Mouda,			Dist: Nagpur, Maharashtra		
Pin - 441104			GSTIN 27AAACN0255D1ZY		
Units G504 MOUDA 2X500 FGD2			Supply Address		
Units G503 MOUDA 2X500 FGD			State Code : 27		
			GM / PROJECTS		
			NTPC Ltd., Mouda STPP		
			P.O: Mouda, Taluk Mouda,		
			Dist: Nagpur, Maharashtra		
			Pin - 441104 GSTIN 27AAACN0255D1ZY		
Special Instructions (if any)					
INSURANCE POLICY REF 212800/21/2020/7 DT 24.06.19 ON ORIENTAL INS CO.					

PO Ref	CS-4410-109-2-FC/SC-NOA-6695/6696			PO Date	31-JUL-18
Cont #	G601	Project Name	North Karanpura STTP- FGD System Package		
Proj abrvn	KARAF	Exp code	Indigenous	Advance Ind	Received in GST era
Order Type	DIRECT ORDER			Finance remarks	
Freight code	PAID(REIMB)				
Mode of desp	ROAD				
INSU code	BHEL(OTHERS)				
Export Box code				DI Status	Vet by finance
Cust numbers	G601,G602,G603			Inv Address State Code : 20 CONSTRUCTION MANAGER BHEL,NORTH KARANPURA 3X660 MW NTPC,NKP-STPP,POST OFFICE - TANDWA DIST- CHATRA JHARKHAND Pin-825321 GSTIN 20AAACN0255D2ZB	
Carrier	BHEL APPROVED CARRIER			Supply Address State Code : 20 AGM/ME NTPC,NORTH KARANPURA 3X660 MW NTPC,NKP-STPP,POST OFFICE - TANDWA DIST- CHATRA JHARKHAND Pin-825321 GSTIN 20AAACN0255D2ZB	
Consignee Address State Code : 20 CONSTRUCTION MANAGER BHEL,NORTH KARANPURA 3X660 MW NTPC,NKP-STPP,POST OFFICE - TANDWA DIST- CHATRA JHARKHAND Pin - 825321 GSTIN 20AAACN0255D2ZB					
Units	G601	KARANPURA FGD-I			
Units	G603	KARANPUR FGD-III			
Units	G602	KARANPURA FGD-II			
Special Instructions (if any)					

Date : 18-JUN-20

'G604'

PAGE 1 of 1

PO Ref	CS-9558-109(1A)-2-FC-NOA-6724			PO Date	18-SEP-18
Cont #	G604	Project Name	Barh STPP Stage-I 3x660 MW-FGD		
Proj abrvn	BARHF	Exp code	Indigenous	Advance Ind	Received in GST era
Order Type	DIRECT ORDER			Finance remarks	
Freight code	PAID(REIMB)				
Mode of desp	BOTH				
INSU code	BHEL(OTHERS)				
Export Box code					
Cust numbers	G604,G605,G606				
Carrier	BHEL APPROVED CARRIER			DI Status	Vet by finance
Consignee Address State Code : 10 SRI. S.K DAS ADHIKARY AGM/ME BARH ST-I, NTPC LTD.,(9434039122) BARH SUPER THERMAL POWER PROJECT BARH PATNA Pin - 803215 GSTIN 10AAACN0255D2ZC				Inv Address State Code : 10 SRI. S.K DAS ADHIKARY AGM/ME BARH ST-I, NTPC LTD.,(9434039122) BARH SUPER THERMAL POWER PROJECT BARH PATNA Pin -803215 GSTIN 10AAACN0255D2ZC	
Units	G604	BARH ST-I FGD-1		Supply Address State Code : 10 SRI. S.K DAS ADHIKARY AGM/ME BARH ST-I, NTPC LTD.,(9434039122) BARH SUPER THERMAL POWER PROJECT BARH PATNA Pin -803215 GSTIN 10AAACN0255D2ZC	
Units	G606	BARH ST-I FGD-3			
Units	G605	BARH ST-I FGD-2			
Special Instructions (if any)					

PO Ref	CS-9560-109(1B)-9-FC-NOA-6720			PO Date	18-SEP-18
Cont #	G607	Project Name	Barh STPP Stage-II 2x660 MW-FGD		
Proj abrvn	BARFG	Exp code	Indigenous	Advance Ind	Received in GST era
Order Type	DIRECT ORDER			Finance remarks	
Freight code	PAID(REIMB)				
Mode of desp	BOTH				
INSU code	BHEL(OTHERS)				
Export Box code				DI Status	Vet by finance
Cust numbers	G607,G608			Inv Address State Code : 10 SRI. S.K DAS ADHIKARY, AGM/ME NTPC LTD.,(M.NO.9434039122) BARH SUPER THERMAL POWER PROJECT BARH, PATNA BIHAR Pin -803215 GSTIN 10AAACN0255D2ZC	
Carrier	BHEL APPROVED CARRIER			Supply Address State Code : 10 SRI. S.K DAS ADHIKARY, AGM/ME NTPC LTD.,(M.NO.9434039122) BARH SUPER THERMAL POWER PROJECT BARH, PATNA BIHAR Pin -803215 GSTIN 10AAACN0255D2ZC	
Consignee Address State Code : 10 SRI. S.K DAS ADHIKARY, AGM/ME NTPC LTD.,(M.NO.9434039122) BARH SUPER THERMAL POWER PROJECT BARH, PATNA BIHAR Pin - 803215 GSTIN 10AAACN0255D2ZC					
Units	G607	BARH ST-II FGD-1			
Units	G608	BARH ST-II FGD-2			
Special Instructions (if any)					

Date : 25-JUN-20

'R4U2'

PAGE 1 of 1

PO Ref	LETTER NO 48/PPMM/SE-IV/PANKI EXTN.			PO Date	31-MAR-18
Cont #	R680	Project Name	Panki TPS Extension Project 1x660 MW		
Proj abrvn	PANKI	Exp code	Indigenous	Advance Ind	Received in GST era
Order Type	DIRECT ORDER			Finance remarks	
Freight code	PAID				
Mode of desp	BOTH				
INSU code	BHEL(OTHERS)				
Export Box code					
Cust numbers	R680,R4T1				
Carrier	BHEL APPROVED CARRIER			DI Status	Vet by finance
Consignee Address State Code : 09 Executive Engineer(Stores) Panki Thermal Power Station Panki,Kanpur Kanpur Uttar Pradesh Pin - 208020 GSTIN 09AAACU4749D2Z9				Invc Address State Code : 09 Executive Engineer(Stores) Panki Thermal Power Station Panki,Kanpur Kanpur Uttar Pradesh Pin -208020 GSTIN 09AAACU4749D2Z9	
				Supply Address State Code : 09 Executive Engineer(Stores) Panki Thermal Power Station Panki,Kanpur Kanpur Uttar Pradesh Pin -208020 GSTIN 09AAACU4749D2Z9	
Special Instructions (if any)					

PROJECT BHUSAWAL

Enq Sl No	Material code	Item Description	Qty	Unit	Unit rate in INR	Total rate in INR
1	RFW008610001	SUPPLY OF AIR BLASTERS ALONG WITH COMPLETE ACCESORIES FOR BHUSAWAL FGD SITE (1X660 MW).	2	ST		
2	RFW008610002	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (FIRST VISIT OF 5 WORKING DAYS AT BHUSAWAL FGD SITE.)	1	ST		
3	RFW008610003	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (SECOND VISIT OF 5 WORKING DAYS AT BHUSAWAL FGD SITE.)	1	ST		

PROJECT MOUDA

Enq Sl No	Material code	Item Description	Qty	Unit	Unit rate in INR	Total rate in INR
4	RFW907020001	SUPPLY OF AIR BLASTERS ALONG WITH COMPLETE ACCESORIES FOR MOUDA FGD SITE.	2	ST		
5	RFW907020002	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (FIRST VISIT OF 5 WORKING DAYS AT MOUDA FGD SITE.)	1	ST		
6	RFW907020003	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (SECOND VISIT OF 5 WORKING DAYS AT MOUDA FGD SITE.)	1	ST		

PROJECT NORTH KARANPURA

Enq Sl No	Material code	Item Description	Qty	Unit	Unit rate in INR	Total rate in INR
7	RFW907090001	SUPPLY OF AIR BLASTERS ALONG WITH COMPLETE ACCESSORIES FOR NORTH KARANPIRA FGD SITE.	2	ST		
8	RFW907090002	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (FIRST VISIT OF 5 WORKING DAYS AT NORTH KARANPURA FGD SITE.)	1	ST		
9	RFW907090003	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (SECOND VISIT OF 5 WORKING DAYS AT NORTH KARANPURA FGD SITE.)	1	ST		

PROJECT BARH-I

Enq Sl No	Material code	Item Description	Qty	Unit	Unit rate in INR	Total rate in INR
10	RFW907100001	SUPPLY OF AIR BLASTERS ALONG WITH COMPLETE ACCESORIES FOR BARH-I FGD SITE.	2	ST		
11	RFW907100002	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (FIRST VISIT OF 5 WORKI NG DAYS AT BARH-I FGD SITE.)	1	ST		
12	RFW907100003	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (SECOND VISIT OF 5 WORKI NG DAYS AT BARH-I FGD SITE.)	1	ST		

PROJECT BARH-II

Enq Sl No	Material code	Item Description	Qty	Unit	Unit rate in INR	Total rate in INR
13	RFW907110001	SUPPLY OF AIR BLASTERS ALONG WITH COMPLETE ACCESORIES FOR BARH-II FGD SITE.	2	ST		
14	RFW907110002	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (FIRST VISIT OF 5 WORKING DAYS AT BARH-II FGD SITE.)	1	ST		
15	RFW907110003	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (SECOND VISIT OF 5 WORKING DAYS AT BARH-II FGD SITE.)	1	ST		

PROJECT PANKI

Enq Sl No	Material code	Item Description	Qty	Unit	Unit rate in INR	Total rate in INR
16	RFW907120001	SUPPLY OF AIR BLASTERS ALONG WITH COMPLETE ACCESSORIES FOR PNKI FGD SITE.	2	ST		
17	RFW907120002	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (FIRST VISIT OF 5 WORKING DAYS AT PANKI FGD SITE.)	1	ST		
18	RFW907120003	SUPERVISION OF ERECTION & COMMISSIONING OF AIR BLASTERS (SECOND VISIT OF 5 WORKING DAYS AT PANKI FGD SITE.)	1	ST		



ANNEXURE –B
GENERAL TERMS & CONDITIONS
(FOR GUIDANCE TO THE SUPPLIERS)

A] Submission of Offer

a) Invitation for bid

Tenders are invited through electronic mode from eligible suppliers in case of open tenders and from suppliers to whom the enquiry is addressed in case of Limited / Single Tender.

The offers shall be posted into the system before the date and time specified in the tender.

The offer shall be sent on single part / two part / three part basis as specified in the main tender document.

Bids shall be submitted through e-Procurement portal, <https://bhel.abcprocure.com> of M/s e-Procurement Technologies, Ahmedabad who is our solution provider.

b) Hardware and Software requirements for participating in e-tender

Requirement for participating in e-Procurement is as under:

- i) A Computer with internet connectivity (Internet Explorer 9.0 (32.bit Browser only) & above)
- ii) Digital Signature Certificate (Class 3- SHA2-2048 BIT- with both Signing and Encryption component separately).
- iii) JAVA (Version 1.8 Update 45).
- iv) Steps for Hardware and software configuration is detailed at <https://bhel.abcprocure.com/EPROC/> under title “Minimum system requirements and Settings Document for BHEL User and Bidders”. **c) Instructions for Registered Suppliers**

For all types of tenders (Single / Limited / Open) an automated email alert regarding issue of the Tender will be sent by the e-procurement portal to all Suppliers registered with BHEL, Ranipet for the item/s for which the tender is issued.

In case of open tenders, Registered suppliers with registered DSC will have to login with their user id/password & DSC and search for the Open Tender. To participate in event and to submit bid, a bidder needs to agree the terms and conditions.

Registered suppliers without DSC will have get their profiles approved by mapping DSC after login.

To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website www.bhel.com →Tender Notifications →Sample Checklist. **d) Instructions for new suppliers wishing to bid against open tenders**

New, unregistered suppliers wanting to bid against open tender/s will have to first register themselves in <https://bhel.abcprocure.com> as new supplier by clicking the “Register” button.

After entering the Income Tax Permanent Account Number (PAN) details and pressing “Enter”, they have to select the respective BHEL Unit for which they want to participate in the Open Tender and also fill up other relevant Company information as a one-time activity. On successful registration, your profile will be approved by the authorized officer and you can login to portal and can participate in the procurement event.

To participate in a tender, you need to login to the portal. You must be an approved registered user. If you are not a registered user, you can register yourself by clicking upon the “Register” link. You need to have a valid vendor code and password to login to the portal. Enter your Vendor code, password and click on Login button after Login, you need to select your digital signing and encryption certificates certificate. The DSC will be approved by M/s e-Procurement Technologies/ Authorised officer of BHEL.

As required by the tender, the necessary documents have to be filled-in online, in the provided template. Additional documents required are to be scanned and uploaded as .pdf file. Suppliers are advised to take note that the maximum space that is provided for uploading the documents that are to be attached is 300 MB. However the size of an individual document cannot exceed 10 MB. For any clarification on submission of offer on line, attention of the Supplier/s is invited to our document “Bidder Manual for BHEL Bidders” hosted in the home-page of the e-procurement portal. During normal business hours, helpline maintained by the service provider M/s e-Procurement Technologies is available for clarifying any doubts of supplier/s. The helpline numbers are +91-79-40270599/508/560/590/513 and email id is: Bhel.Support@abcProcure.com . Bidder can also refer to “Bidder Manual for BHEL Bidders” hosted in the home-page of the e-procurement portal <https://bhel.abcprocure.com>.

Typical documents that would be required as part of tender submission would be a)

Complete technical Offer with details, catalogues, as applicable.

- b) **Un-priced bid** (i.e. Bid without the Price) as per given format, if any.
- c) **Filled-in BHEL’s Standard Terms & Conditions** as per Annexure enclosed with the Tender Document,
- d) **Deviation summary** submitted in two parts – giving the summary of technical deviations separately and the commercial deviations separately, if any and
- e) **Supporting documents** to substantiate equivalent material specifications / sections, where quoted for.
- f) Where asked for, **Client list** with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any) to whom the same / similar items are supplied in the past two years. The date of supply may also be indicated, against each client.
- g) Suppliers can also upload their credentials by way of submission of Performance certificate/s issued by their customer/s detailing the quantity supplied and specification along with the un-priced PO copies and proof of supply along with the offer.

Technical acceptance of offer by BHEL shall be based on the evaluation of offer and the submitted documents.

- h) **Bidders who are not already registered with BHEL Ranipet** are requested to submit the Supplier Registration Form (SRF) online (<http://supplier.bhel.in/>) for evaluating and registering as an approved vendor. The Supplier Development Cell (SDC) of BHEL, Ranipet would process the SRF for evaluation / registering the Supplier. Don’t send hardcopies of SRF to BHEL-Ranipet, **only** online submission is accepted. This registration process is a separate / parallel activity and do not mix-up with submission offers.

Note

- (i) The materials offered, shall conform to the specification and scope attached in the tender.
- (ii) In case the offered materials are not conforming to the Enquiry material Specification, such offers would not be considered for evaluation and would be rejected.

Where equivalent specifications are offered, considering such offers will be at the sole discretion of BHEL. Wherever alternative standards / specifications are offered by Bidder, the Bidder shall provide sufficient documentary evidence to ensure equivalence to the designated standards / specifications, failing which the offer would be considered as not technically acceptable and hence shall stand rejected.

- (iii) All taxes and duties payable as extra to the quoted price should be specifically stated in offers (as appearing in the online template).

Offer/s from within India shall be submitted along with the applicable HS Number and the applicable Goods & services Tax (GST) for each quoted item, failing which the purchaser will not be liable for payment of such taxes and duties. Our GST No: **33AAACB4146P2ZL**.

- (iv) The un-priced bid shall be used to indicate relevant commercial terms such as scope of freight and insurance, applicability of duties and taxes etc. All Commercial terms are to be indicated clearly in the offer.

- (vi) No changes shall be entertained once the bid is opened unless otherwise specifically agreed to in writing by BHEL.

- (vii) Money values other than for those items appearing in the un-priced bid template shall not be indicated anywhere in the un-priced bid.

- (viii) Time required for inspection (at Supplier's works), should be clearly given in terms of numbers of working days.

- (x) **Offers sent by FAX / E-mail:** would not be entertained.

- (xi) Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

- (xii) Registration process for items required by BHEL is always open at <https://supplier.bhel.in>. Prospective suppliers (including MSEs & owned by SCs/STs) may visit this site and apply for registration in the respective Unit.

Price Bid in conformance with the specification and terms as given in the Un-Priced bid document.

Caution on submission of price bids thru EPS:

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.



Foreign / Overseas suppliers are hereby informed that offers with differential currencies are not permitted for a given tender document.

Note

- (i) The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight and insurance charges shall be shown appropriately, as applicable).
- (ii) Unless otherwise specified as a part of the tender condition, No Price Variation Clause will be entertained and No advance payment will be made by BHEL.
- (iii) 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.
- (iv) In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes.
- (v) The quotation should be valid at least for a period of 90 days from the tender opening date.
- (vi) Indian bidders should submit the prices in Indian Rupees only.
- (vii) Foreign bidders may submit their bid in foreign currency. The currency for quoting shall be selected from the drop-down menu provided.
- (x) Indian Suppliers shall quote on FOR Destination basis only. Destination is BHEL, Ranipet Stores or BHEL Project Site as specified in the tender requirement. Foreign Suppliers shall quote on CFR Chennai Seaport Delivery and Insurance will be in BHEL's scope. No other delivery terms shall be acceptable. Shipment shall be arranged by the Seller on *Liner in / Liner out basis*. As per Government of India guidelines, BHEL Ranipet being a Government of India Undertaking the Bill of Lading shall be made with the Shipper as "Government of India". This shall be specifically confirmed by the Bidder.
- (xi) Where the cargo is containerized, Container washing charges, stuffing charges and / or any other such charges would be to the account of the supplier, where the containers are to be stuffed at the works of the supplier.

B] Opening of Offers

- a) **Tenders can be submitted up to 1400 Hours on tender opening due date. Part I will be opened on the same day at 1430 Hours. Results of the tender opening will be available for viewing for upto 7 days from the date of opening.**
- b) **Requests by Bidders for extension of due date will not be entertained by BHEL.**
- c) Price Bid opening will be done through e-mode / Reverse Auction method (English method) which will be decided after techno-commercial bid evaluation is completed. All tenderers would have to specifically give their acceptance for this in their bid/s.

Note

- (i) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only.

(ii) In exceptional circumstances, at its option, BHEL may consider extending the due date/s for the tender openings for reasons such as (but not limited to) paucity of offers etc. However, sufficient notice would be given by BHEL for such extension.

(iii) Deviations shall be summarized and provided in a “Deviation Statement”, listing the points and the deviation against each point.

(iv) BHEL reserves the right to increase or decrease the tendered quantity and to order on more than one vendor at the lowest acceptable price to BHEL. In ordering on more than one source, the ratio of quantity split will be as specified in the tender terms.

If not explicitly specified, BHEL reserves the right to split the quantity of the enquiry as follows: 70% quantity being ordered on the original lowest bidder (L1) and balance 30% on the next higher bidder/s excluding H1, who accepts the L1 price. However, the final decision to split the order rests with BHEL only.

In the event that the other than L1 suppliers do not accept the L1 price, then the balance will be reverted to the original L1 and the original L1 shall be bound to accept the balance of the enquiry quantity kept reserved for order splitting. This decision would be given by BHEL within 60 days of the price bid opening.

Notwithstanding the quantum of split that may be indicated in the main body of the enquiry, bidders are advised to note that the splitting of the orders will be decided by BHEL after the evaluation of the techno-commercial and price bids.

(v) 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. Suppliers are to note that the evaluation unless otherwise specified will be on item level and not for the tendered items as a whole.

C] Evaluation of Offers

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.

d) In the event of any change in scope / quantity arising out of the discussions, offerers 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.

- e) For evaluating the overseas offers, CFR Chennai Sea Port price quoted will be taken into account. The cost to BHEL will be arrived at by loading the applicable customs duty project wise, insurance charges, inland transportation charges to BHEL stores and LC charges etc., f) Deleted.
- g) BHEL reserves the right to reject without assigning any reasons / load any offer with factors other than already specified for such offers having deviations to BHEL Specifications, Standard Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.
- h) BHEL reserves the right to reject an offer due to unsatisfactory performance during tender finalisation / execution of a contract at any of BHEL projects / units in the past or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.
- i) BHEL reserves the right to operate Purchase / Price preference to Government of India Undertakings, which shall be given as per the guidelines of Government of India given from time to time and / or relax the Terms and Conditions of the tender.
- j) For the purpose of comparing prices, tender prices shall be converted to Indian rupees and the conversion shall be made by using the TT Selling rate of State Bank of India (SBI) prevailing on the date of opening of Techno-Commercial / Unpriced bids. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken. This exchange rate will be followed till placement of order. Tenderers may please note that even if an impact price is taken as in (d) for purpose of price evaluation and arriving at the rank; the exchange rate will be taken as explained above.
- k) Unless otherwise specified, evaluation will be on individual line item basis only and ordering will be on respective L1 vendors.
- l) 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.
- m) Bidders are required to confirm in writing in their techno-commercial document that other than themselves (the bidder) none of its group companies, concerns or affiliates etc., are participating in the tender either directly or indirectly or through any other agency under the same proprietor / common partner(s)/ common Directors. If during the evaluation of the bids it is found that the bidder has submitted the offer in violation of this condition then all the offers received from the group companies would stand rejected. If such relationship is found at a later date where the Purchase Order has been issued, then BHEL would cancel the Purchase Order and initiate suitable action/s under the contract/s including but not limited to invoking the Risk Purchase clause of the order and other applicable legal provisions / guidelines of BHEL including guidelines on suspension of business dealings. (Please see clause L sub-clause c).
- n) For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 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.”



Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links <https://dipp.gov.in/public-procurements>

http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf

http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf

https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

D] 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. In the case of inspection being carried out by a third party inspector (TPI) as per the extant practice, the TPI would forward the Inspection Report (IR) along with Test Certificates and other related documents to the Quality Assurance (QA) Department of BHEL. The QA department after scrutinising the report/s submitted by the TPI would issue the Material Dispatch Clearance Certificate (MDCC). Suppliers are hereby informed that materials should be dispatched only after getting the MDCC, failing which the materials may be rejected on receipt at BHEL Stores.

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) Deviations, if any pointed out by the visiting Inspection team of BHEL shall be corrected and the items as per specification shall be dispatched on or before the contract delivery date after getting the MDCC.

d) The final inspection for acceptance will, however be carried out at BHEL's works at Ranipet.

e) The contract delivery date is the date of receipt at BHEL Stores for suppliers in India, applicable in the case of FOR Destination Contracts.

For ex-works contracts or FOR dispatching station indigenous contracts, the date of the Lorry way bill issued by the authorised transport carriers of BHEL / Railway Receipt / Courier Way bill / Airway bill or any such dispatch documents of carriage approved by BHEL would be considered as the Contract Delivery Date. In the case of CFR contracts with overseas suppliers, the B/L date shall be taken as the Contract Delivery Date

f) Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account, but other Inspection Charges, if any shall be to the account of the Seller only.

g) The supplier shall arrange for packing suitably in all respects for normal transport by sea / 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 and as per BHEL TDC.

h) Foreign suppliers shall dispatch on CFR agreed Sea-Port basis, according to the contract conditions. Indian suppliers shall dispatch on free delivery (door-delivery) at BHEL stores basis only. Unloading the materials at BHEL Stores would be to the account of BHEL only.

i) 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.

k) Terms of payment:

k.1) For Indigenous Suppliers: Unless otherwise agreed to by BHEL, the standard payment terms of BHEL shall be: For non-MSE suppliers 100% payment made directly through EFT within 90 days from the date of receipt and acceptance of materials at BHEL Stores, Ranipet or 90 days from the date of acknowledgement of receipt of materials at destination specified. If any supplier asks for payment terms other than the above specified, then suitable loading on cost will be considered. **Loading of any deviation in the payment terms**

w.r.t tender terms will be “Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders.

k.2) For MSE vendors (under Micro & Small category alone) 100% payment will be made within 45 days from the date of receipt and acceptance of materials at BHEL Stores, Ranipet or 45 days from the date of acknowledgement of receipt of materials at destination specified. Vendors to get themselves registered in Udyam registration Portal. The existing Micro & Small vendors are to submit copy of CA certificate along with Udyog Adhar Registration Certificate.

l) NOTE:

Where the destination specified is other than BHEL Stores Ranipet, for claiming payment, Supplier has to submit proof of receipt of the materials at the destination by furnishing a copy of the acknowledged despatch document (LR/RR/Courier receipt etc.) .

If the Bidder is bidding for the first time and wants to be considered as an MSE then, the Bidder shall submit document evidencing that they are an MSE along with a certificate from a Chartered Accountant certifying the status of their Unit / Works clearly specifying the address of the works which is to be considered as MSE and send the same to BHEL, Ranipet either before the tender opening date or upload it as a part of the tender document in the e-procurement portal. Where the document is submitted electronically a hard copy shall invariably be sent within a reasonable period (not exceeding 30 days) from the bid opening date for the purpose of BHEL's records. If the hard copy is not received within this specified time, then the supplier would be treated as a non-MSE. BHEL will not be responsible for any postal / courier / delivery delays.

For approved vendors the status as on the date of the bid opening as available with BHEL Ranipet's records shall be used for reckoning the status of the Bidder as an MSE or otherwise.

Offer/s received without these documents will be treated as non-MSE and order finalization will be done based on this premise. Documents submitted after Bid-opening will not be considered in this tender. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.



For approved suppliers, in case of any change in the MSE status, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, Ranipet that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL. Similarly if a supplier claims MSE status after the Part I bid opening, then the same would not be considered in the tender.

In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

Other concessions for MSEs / Reserved sectors (Also for women owned MSEs and MSEs owned by SC/STs)

In addition to the concessions specified above, MSE suppliers will be eligible for such other concessions as per the MSME Act 2006 and any other benefits / concessions that may be announced by the Government of India from time to time.. However, such concessions as applicable at the time of tender opening alone will be applicable. Any concessions advised after tender opening will not be considered for the current tender.

Items that are reserved for MSE and for any other items for which reservations for Indian manufacturers are notified by the Govt. Of India, such concessions as prevailing on the date of tender opening shall apply as a part of this tender conditions. ii) Foreign Suppliers “100% thru’ irrevocable & unconfirmed LC at sight within 3 weeks from the PO date through any one of our Bankers listed elsewhere in the tender conditions for 100% value (less Agency

Commission, if any) valid up to the PO delivery period and 15 days thereafter for negotiation. All bank charges in India to BHEL's account and all other charges outside India to Supplier's account. **BHEL would load the price of foreign suppliers in order to bring them on common platform as per Indigenous Suppliers on the account of differential payment terms to Indigenous Suppliers. Loading of payment terms will be “Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation compared to indigenous suppliers i.e. 90 days.**

m) Any incidence of tax like Income tax, Goods & Services Tax (GST) and Withholding any other similar tax / duties /levies imposed by the Government of India, or the State Government, where the BHEL Unit is located, deductible at Source, during the tenure of the Order shall be deducted by BHEL and necessary certification of the deduction (Tax deduction at Source) would be given. This is subject to the supplier fulfilling the necessary documentation as specified by the Government of India. (e.g. Tax Residency Certificate, PAN Number etc.)

n) The Guarantee period shall start from the “Date of receipt and acceptance of the materials at BHEL Stores.”

E] Liquidated Damages Clause:

BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The damages shall be at the rate of ½% per week or part thereof subject to a maximum of 10% PLUS applicable Goods & Services Tax

(GST). The contract delivery date for purpose of L.D is the date of receipt at BHEL Stores for suppliers in India for F.O.R. Destination Contract and the date of dispatch clearance given by BHEL for overseas suppliers. For ex-works or F.O.R dispatching station contracts, the date of the dispatch document will be reckoned as the date of delivery for computing the LD. Supplier shall deduct the applicable LD from the first payment when raising the claim for the same. The applicable LD if any would be communicated by BHEL along with the dispatch clearance. It is taken by BHEL that Foreign Suppliers have confirmed their acceptance to BHEL for opening the LC for value which is the value of the order reduced by the applicable LD. The LD would apply on the undelivered portion only. In case of reasons attributable to BHEL for the delay in delivery (for e.g. delay in arranging the pre-inspection) then the delivery time would be reset to the extent of the time delay attributable to BHEL, with waiver of the LD. Delivery being the essence of BHEL's contract requirements, unless otherwise specified the LD would apply on the undelivered portion of the contracted items. **In the event that a Supplier does not accept the LD condition above, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above.**

F) Miscellaneous

i) Role of Principals and Agents:

BHEL will deal directly with indigenous manufacturers only.

BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders.

BHEL will not enter into any correspondence with an Indian Agent.

The Indian Agent will not be extended the privilege given to the principals, such as that of attending the tender openings, attending technical discussions, commercial discussions or price negotiations and such like.

In case, in spite of the above, a foreign principal insists on engaging an Indian Agent, It is made clear by BHEL that:

It is the sole responsibility of the foreign principal to ensure the Agent does not represent any other foreign principal in a given tender.

An undertaking to this effect shall be given by the foreign principal that his / her Agent does not represent any other foreign principal in the tender. This document shall form a part of the techno-commercial offer.

A Principal shall authorise only one Agent to quote against each BHEL's tender. In the event a Principal authorises more than one agent to quote against a BHEL's tender, then all such offers will be rejected by BHEL in that tender. Principals are also advised to include BHEL's tender Number / Reference in their authorisation issued to the Agent.

If at any stage of the tender, BHEL finds that an Indian Agent has represented more than one foreign principal, all such offers of and all the foreign principals would be disqualified summarily in the tender inquiry.

BHEL will only give an intimation of notice of the disqualification. No correspondence would be entertained by BHEL, on their decision. Such decision of BHEL shall be irrevocable, firm and final and shall be binding on the tenderer.

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.

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 of their Indian Agent.

In the event of the foreign principal engaging an Indian Agent:

a) The Supplier shall furnish an authenticated copy of the Agency Agreement with his agent detailing the precise relationship between them and their mutual interest in the business along with techno commercial bid.

b) The Supplier shall furnish original authorization letter for the Indian Agent. The letter shall contain name, contact person, complete postal address including phone, fax and e-mail ID. It shall also spell out the type of services to be rendered by Indian Agent.

c) Indian Agent & Agency commission: An Indian Agent can represent only one Foreign Manufacturer against a particular Tender. The CFR price quoted by the foreign bidder shall include the agency commission. However, the agency commission component payable to their Indian Agents shall be shown separately in the Offer, either as a lump-sum or as a percentage of the quoted price. This will be paid by BHEL in Indian Rupees, on satisfactory receipt & acceptance of the materials. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of Purchase Order will be taken and

d) For all discussions, technical clarification and negotiations etc. only the principal would be authorized for interaction with BHEL. The Agent shall not be a party to the discussions / negotiations and would not be normally allowed to participate.

ii) Terms & Conditions of Letter of Credit (L/C) for overseas suppliers (indicated for acceptance).

a) Unconfirmed irrevocable Letter of Credit at Sight only will be opened by BHEL. Confirmation of L/C is not preferred by BHEL. Also L.C will be opened in Lots in line with the staggered delivery.

b) All Bank charges out side India are to the Supplier's account and within India to BHEL's account.

c) In case of L/C extension caused by delays attributable to the Supplier, the L/C extension / commitment charges are to be borne by the Supplier.

iii) Other terms & conditions for letter of credit: - Documents for negotiation

- a) Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the import Licence No and certifying goods evidencing shipment of the merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. (The Indian agent's commission, if any, is payable in India in Indian rupees only.)
- b) Certificate of Country of Origin, from the country of manufacture, issued by the Chamber of Commerce.
- c) One set of Original and two sets of Non-negotiable copies of 'signed', 'unmarked', 'clean on board' Ocean Bill of Lading, showing Shipper as "Government of India" Account M/s. Bharat Heavy Electrical Ltd, Unit: BHEL, Ranipet as consignee (The opening bank should not be notified as consignee), marked freight payable / prepaid at destination.
- d) Packing list in 4 copies in English, indicating Size wise Number of bundles / pieces shipped and weight.
- e) Certified copy of the fax / e-mail sent by the beneficiary to the applicant giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (a) Purchase Order Number & date; (b) Bill of Lading Number & date (c) Name of vessel; (d) Port of Loading; (e) Number of bundles / pieces and weight; (f) Invoice Number, date and value (g) Purchase Order item number's despatched. The cable / fax is to be sent within 2 working days of shipment.
- f) Beneficiary's certificate showing the relevant airmail / courier reference no. and date that the following clauses have been complied with:
 - 1] Beneficiary to forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 working days of obtaining shipping documents to Regional Manager (ROD), Bharat Heavy Electricals Ltd, 6th Floor, EVR Periyar Bldg. No 690 (Old 474), Anna Salai, Nandanam, Chennai-600035. India. (Phone: +91-24330931, 24330253; e-mail: pbpwar@bhel.in)
 - 2] Beneficiary to courier at his cost 3 copies of complete set of non-negotiable documents to the Officer who released the Purchase Order.
 - 3] Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.
 - 4] Declaration to the effect that all other documents as per purchase order has been couriered to the Purchase order releasing authority
 - 5) The carrying steamer should be seaworthy, less than 25 years of age and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time and
 - 6) Copy of Dispatch Clearance / Instruction issued by BHEL.

iv) Documents to be sent directly to the Purchaser prior to shipment

- a) Manufacturer's Original Internal Inspection / Test certificate in triplicate.
- b) Manufacturer's Original Guarantee certificate as per Purchase Order. The material shall be guaranteed for a period of 12 months from the date of acceptance of the materials at BHEL stores or 18 months from the

date of dispatch whichever is earlier. The acceptance would be evidenced by the Stores Receipt Voucher (SRV) which will be raised by BHEL.

- c) Inspection / Test Certificate issued by BHEL / Inspection agency specified in the Purchase Order. In the event that Inspection prior to dispatch is not carried out by the Engineers of BHEL, the Inspection certificate of the third party so authorized by BHEL and
- d) Any other documentation as specified in the Purchase Order.

v) Conditions for transportation:

- a) All shipping documents shall show the Purchase Order Number & Date, Import Licence Number & Date, and Letter of Credit Number & Date. b) Transhipment is to be avoided.
- c) Loading on deck is not permitted. The transport document must not contain a provision that goods may be carried on deck.
- d) A transport document which is produced or appearing to have been produced by reprographic, automated or computerized systems or as carbon copy will be accepted as an original document provided that it is marked as original and is ink-signed.
- e) The transport document must contain all the conditions of carriage on the original document.
- f) The transport document must not indicate the place of destination as being different from the port of discharge.
- g) The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.
- h) The transport document must be issued by the carrier or his agent and not by any freight forwarder.
- i) Transport documents bearing reference by stamp or otherwise, to costs additional to the freight charges are not acceptable.
- j) The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 15 days after the date of shipment and in any case not later than the expiry date of the Credit.
- l) Indian suppliers shall dispatch the materials on freight prepaid and on door-delivery basis (FOR Destination – Destination: BHEL Stores) and
- m) 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 Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a “Surrender Bill of Lading”. Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.

G) Reverse auction (RA) / on-line bidding on internet:

1. Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following clause:
“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”
2. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for “Suspension of Business Dealings with Suppliers/ Contractors (as available on www.bhel.com).”
3. The philosophy followed for reverse auction shall be English Reverse (No ties).
4. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
5. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
8. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
9. Reverse auction will be conducted on scheduled date & time.

Note: Decision to go for RA or not will be on case to case basis and shall be informed in the NIT conditions .

1. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
2. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, to the Service provider within two working days of Auction without fail.
3. Bidders are be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
4. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

5. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
 6. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with their offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, would also be opened after the RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. It is considered that the bidder having submitted their offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rate/s.
 7. If it is found that L1 bidder has quoted higher in the online sealed bid in comparison to the envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).”
 8. The calculation sheet e.g. excel sheet (which will help to arrive at ‘Total Cost to BHEL’) will be communicated to respective bidders of RA by BHEL. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Goods & Services Tax (GST) and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.]
 9. This calculation sheet will be finalized based on the evaluation criteria specified in the NIT.
 10. Suppliers are required to submit their best price bid in a separate sealed cover along with techno commercial bid. After evaluation of Techno-Commercial Bids:
 - a) In case BHEL decides not to conduct RA, the envelope (sealed electronic price bid) sealed price bids of all techno-commercially qualified bidders, along with price impact, if any, would be opened and processed as per extant the internal Purchase/ Works Policy as applicable to BHEL.
 - b) In case BHEL decides to conduct RA, business rules of RA will be sent to service provider. (See Annexure for Model General Business Rules of RA.)
 12. Generally the start price for the RA would be the lowest of
 - a) Lowest envelope (sealed electronic price bid) sealed bid and
 - b) Internal Estimate of BHEL
- Note: Wherever more than one lowest online sealed bids are identical and lower than the estimate, the start price, would be that price arrived by reducing the lowest online sealed bid by maximum of one decrement.*
21. The start price & bid decrement will be decided by RA committee of BHEL and the same would be communicated to the service provider, to start the bidding process.
 22. Only those bidders who have submitted the ‘Process compliance form’ duly signed and within the scheduled time would be eligible to participate further in RA process.

23. RA will be conducted if three or more bidders are techno- commercially qualified . In case of more than four techno commercially qualified bidders , H1 bidder (whose quote is highest in sealed envelope (eps) price bids) will not be allowed to participate in further RA process. However there will be no H1 removal in case , H1 bidder happens to be MSE or qualifying under PPP-MII , order 2017 irrespective of the number of bidder qualifying techno commercially.
24. In case multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP- M11 Order 2017) shall be removed provided three bidders remain in fray, else no H1 removal.
25. If the lowest sealed envelope (eps) price bids is the starting price, then the lowest bidder in sealed envelope (eps) price bids shall be shown as current L1 automatically by the system. System would have the provision to indicate this bid as current L1 for further bidding.
26. If the start price is lower than the lowest sealed envelope (eps) price bids , on acceptance of such start price by any bidder, this bid would be indicated as current L1 for further bidding.
27. In case of no further bidding, RA will be deemed to have been successful with current L1 bidder.
28. All bidders who had given their bids would be able to see their rank and L1 price and their ranking L1, L2 etc. on the screen. Once the RA is done, the ranking status would be based on the last quoted price irrespective of quote received in RA or sealed envelope (eps) price bid.
29. RA shall be treated as failed in the following scenarios:
- a) In cases where the start price is (a) estimate or (b) one decrement (maximum) lower than the lowest of the online sealed bids and no bidder accepts the start price.
 - b) In cases where the number of online sealed bids are less than three.
- Wherever, the evaluation is done for individual line items, RA shall be treated as failed only for those line item(s) for which any of the above a) or b) satisfies.
29. In cases of failure of RA, retendering shall be resorted to without conducting RA in the subsequent tender
30. Whenever the evaluation is done on total cost basis, after RA, prices of individual line items shall be reduced on pro-rata basis.
31. In case of splitting requirement, H1 bidder(s) who were removed from participation in RA may also be considered for counter offer if the pre-stated (NIT) number of suppliers do not accept the counter offer. However the principle of splitting to N-1 bidder shall be maintained in line with extant Purchase Policy / Work Policy
32. In case BHEL decides not to go for Reverse Auction for the tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL would be opened as per BHEL's standard practice.
33. In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) would be treated as sealed envelope price bid.

Note: In order to bring more transparency and to address any queries of Bidders on Reverse Auction, an abridged version of BHEL's "Common Guidelines for conducting Reverse Auction (RA)" has been hosted in BHEL's web site www.bhel.com under the links "Supplier Registration Page" and "Tender Notification". All Bidders are requested to visit the link and familiarize themselves with BHEL's RA procedures and guidelines before submission of their bid/s. Submission of Bid shall mean that the Bidder has read and understood BHEL's RA procedures and the bid is in agreement with the same.

H] Force Majeure

If at any time during the currency of this contract, the performance in whole or in part, by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events), then provided notice of happening of any such events is given by either party to other within ten days from the date of occurrence thereof, neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

I] Cancellation of Order:

In the event of non-performance of the contract by the Supplier, BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the Supplier to rectify the situation. If the Supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the Seller. BHEL will not pay any cancellation charges or any other charges / damages to the Supplier, arising out such cancellation. In the event of the non-performance of the supply contract, by the Supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier. (Risk Purchase). This remedy would be in addition to the invoking of the CEBG on grounds of failure of the Supplier in executing the Contract and any other legal remedies." BHEL reserves the right to initiate the alternate purchase action at the cost and risk of the erring supplier by issue of a simple notice of intention for the alternate purchase action duly sent by any electronic means and / or by a letter. The cancellation of the order would not be a pre-condition for initiation of the alternate purchase action.

J] Contract Execution Bank Guarantee:

To demonstrate the fidelity of the successful bidder, in executing the Contract, on receipt of the Letter of Intent / Purchase Order, the Supplier shall arrange to provide a contract execution bank guarantee (CEBG). The format of the CEBG is a part of this enquiry. The format may be downloaded and necessary stamping may be obtained from the Banker towards submission of the CEBG. The indigenous suppliers have to provide the CEBG from any one of the Nationalized Banks, listed in the annexure to these terms. Overseas suppliers can submit the CEBG from any of the reputed International / National Bankers. However the



CEBG is to be confirmed by any of the Bankers listed by us. In the event of failure by the Supplier to execute the contract either fully or partially, BHEL would encash the entire CEBG. The CEBG shall be valid for the period covering the agreed delivery date of the order with a further claim period of 3 months on the last specified delivery date. In the event of the failure of delivery BHEL would proceed with encashing the CEBG without reference to the Supplier. In the event of BHEL granting extension of the delivery dates, then the CEBG validity shall also be got extended by the Supplier to the extent of the extended delivery times together with the claim period as specified elsewhere. **The CEBG shall be for a value of 2% of the Purchase order.**

Suppliers who are all already registered with BHEL and having a vendor performance rating of A or A+ grade would be exempted from submission of CEBG.

Performance Bank Guarantee

Where ever so required, the Supplier shall arrange to provide a Performance bank guarantee (PBG). The indigenous suppliers have to provide the PBG from any one of the Nationalized Banks, listed in the tender terms. Overseas suppliers can submit the PBG from any of the reputed International / National Bankers. However the PBG shall be confirmed by any of the Bankers listed by us. The PBG shall guarantee the performance of the equipment / materials / items supplied and shall cover the guarantee period. The PBG shall have a claim period of 3 months in addition to the guarantee period. In the event of failure of the supplies made within the guarantee period, BHEL would encash the entire PBG. **The PBG shall be for a value of 10% of the Purchase order.**

The supplier/s have to get the PBG format (pre-printed) from BHEL and get the same stamped by the Banker. Change of PBG terms either by the supplier's Banker or by the supplier, after servicing of the order is not acceptable. Similarly PBG prepared by the supplier (typed by them) will also not be acceptable to BHEL. The pre-printed form issued by BHEL shall be used for making the PBG.

K] Post-order submission of documents for approval

In the event of the release of Letter of Intent (LoI) / Purchase order/s (PO) against this tender, Bidders have to submit the applicable documents as called for in the tender / LoI / PO/s, such as drawings, data sheets, design calculations etc. These documents for approval have to be submitted within the agreed timelines between BHEL and Bidder. Normally the time period for submission for approval is 15 days from the date of receipt of the LoI / PO by the supplier. The actual time period within which the documents have to be submitted for approval would be specified in the LoI / PO.

Such documents would be subjected to evaluation and approval by BHEL and / or by BHEL's customer / Consultant / Customer's Consultant. Bidders have to give their specific acceptance for this.

After approval of such documents and after getting clearance from BHEL, only the items ordered can be taken up for manufacture.

Any changes required by BHEL / Customer etc. in the documents submitted for approval shall be incorporated by the Bidder and no extra cost would be payable by BHEL for such changes.

In the event that the Bidder does not carry out the required corrections, then the LoI / PO would be liable for cancellation by BHEL and BHEL would resort to alternate purchase action at the risk and cost of the Bidder under the Risk Purchase Condition of the Purchase Order.

Note: After receiving the LoI / PO, supplier shall also forward the acknowledgement / acceptance of the LoI / PO by signing and returning the second copy of the LoI / PO as the token of acceptance.



L] Others

a) In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL. The officer authorized to provide such clarifications is the tender issuing officer.

b) Alterations to the conditions of the Tender can be done only by the authorized officer, at any time before the date and time of tender opening and would be duly communicated through a corrigendum. c)

Suspension of Business dealings with Suppliers:

(i) Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers.

Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.

ii) Treatment of Banned / Under-performing Vendors:

Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

If any of the supplier who is supplying similar material to BHEL, Ranipet has a Vendor Performance Rating (VPR) score of 'C' or below, then offer given by such parties will not be considered for ordering in this tender.

If any of the Bidders have unexecuted order/s with BHEL and if in such orders, the deliveries have been delayed beyond a reasonable period (say 30 days of agreed delivery period), the offer of such Bidders will also be liable for rejection.

Offers of such of those bidders against whom action for suspension of business dealings has been initiated by BHEL, Ranipet or any other Units/Division of BHEL will also not be considered in this tender.

d) Fraud Prevention Policy:

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

e) Applicability of Integrity Pact:-

IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.



Sl.No	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

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.

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM(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:

For all clarifications/ issues related to the tender, please contact:

Name: (1) (2)

Dep't: Address:

.....

.....

Phone:(Landline/Mobile) (1) (2)

Email:

Fax:

Integrity Pact are applicable for all the BHEL enquiries whose estimated value is equal to or more than Rupees 05 Crores.

Copy of Integrity Pact with applicable nominated IEM is attached along with the tender documents for ready reference of Suppliers.

f) 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.

g) The laws governing this transaction shall be the laws in India.

h) Wherever not specified, Inco terms 2010 shall be used to interpret the Commercial terms and conditions and

i) In the event of an order, Supplier shall agree to settlement of disputes or differences, if any, by way of arbitration, in accordance with the "Rule of Arbitration" of the Indian Council of Arbitration.

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.

M. Conditions for rejection of offers:

Following is the list of situations which would lead to rejection of offer/s.

This list is not exhaustive but only indicative.

BHEL reserve the right to reject one or all offers without assigning any reason. The decision of BHEL will be final in this regard.

1. *If the offer fails to meet the technical requirements/specifications of the tendered item/s.*
2. *If the offer does not meet the commercial terms & conditions, such as but not limited to delivery period specified in the tender, Delivery terms, payment terms, Liquidated damages, Risk Purchase, cancellation clause etc., including the load factors specified in the tender.*
3. *If the bidder fails to respond to clarification sought, within a reasonable period. In case of doubts / lack of clarity on the technical and commercial offer of the bidder, BHEL will seek clarifications. Bidders are required to respond completely to such BHEL's queries within 3 working days unless otherwise agreed to in writing by BHEL for period beyond 3 days. If supplier fails to respond within 3 working days or maximum 2 working days on a reminder thereon, the offer of such bidders will be automatically dis-qualified in the tender without further recourse to informing the bidder.*

4. *If any of the conditions listed below are applicable to the bidder, the offer is liable to be rejected:*

If any

- Debt recovery / Winding up Proceedings are initiated against the Company in Courts / Debt Recovery Tribunals (DRTs),
- Proceedings are there against the Company in National Company Law Tribunal (NCLT) with respect to Insolvency and Bankruptcy Code (IBC) or otherwise,
- Any proceedings are there against the Company under the "Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (SARFAESI) Act,
- Any restructuring proceedings are underway for the Company under Corporate Debt Restructuring (CDR), Strategic Debt Restructuring (SDR) or otherwise,
- Divestment / demerger proceedings are underway for the Company under the Companies Act.
- If action under guidelines of suspension of business dealings (Ref AA/MM/SB/01 Rev 02 dt 22.07.2016) and its latest revisions has been initiated against the company/bidder.

5. *Failure to sign & accept the Integrity Pact (where applicable). Bidders are hereby informed that the contents of the Integrity Pact are firm and fixed and cannot be changed.*

The above list is not exhaustive but is indicative only.

N. Special Note:

BHEL is a Government of India Undertaking. Its procurement practices are governed by the (Internal) Purchase Policy issued by the management of the company and as per Annexure B applicable at the time of finalising the order against this tender.

Record of Revisions:

Revision No.	Revision Date	Modification
01	17.08.2016	Payment terms for Foreign suppliers modified wrt loading- Clause k.ii
02	29.08.2016	Treatment of banned vendors – Para 3 added - Clause L.ii
03	14.09.2016	Opening of offers – clause B – sub clause ‘b’ included and existing clause ‘b’ renamed as ‘c’.
04	14.09.2016	Opening of offers – Note – sub clause (ii) modified
05	12.10.2016	Clause N. Special Note added
06	22.10.2016	Clause G Reverse Auction modified. Annexure on General Business Rules for Reverse Auction appended Role of Principals added under ‘Miscellaneous’
07	20.01.2017	Clause L (e) is modified. Clause L (f ,g ,h) renumbered.
08	24.02.2017	Clause F(c) modified.
09	08.07.2017	Clause M, Point 4 is added – regarding the financial health of the Bidder - as a criterion for disqualification.
10	20.07.2017	Duties and Taxes replaced with GST; Applicability of GST for LD inserted in Clause E; Treatment of poor performing current vendors inserted in clause L.c.(ii)
11	25.07.2017	Clause A.Note (iii) CST etc., replaced with GST; Clause C.f Deleted;
12	15.09.2017	Clause M, Point 5 inserted regarding Integrity Pact
13	21.03.2018	Clause A, Point xi inserted regarding Overwriting in Price Bids
14	28.05.2018	Clause A, a),b),c),d) amended for M/s E-Procurement technologies, https://bhel.abcpurchase.com . Clause A, (f, g, h) – modified. Clause M, Point 4, - regarding suspension of business dealings inserted.
15	23.07.2018	Clause L,(e)- Applicability of Integrity Pact – modified.
16	31.08.2018	Clause C,(n)- Preference to Make in India – added.
17	04.12.2018	Clause C,(n)- Preference to Make in India & Clause K.2 Note - MSE concessions– modified.
18	13.02.2019	Clause C,(n)- Preference to Make in India – modified. Page no 9 Clause o – Extended credit period - removed.
19	24.09.2019	Clause C,(n) - Preference to Make in India – modified. Clause L,(e) - New IEMs Updated
20	11.03.2020	Clause L,(e) – IEM’s address removed



21	11.06.2020	Clause G – Reverse Auction modified
22	22.07.2020	Clause C,(n) - Preference to Make in India – modified. Clause k (2) - MSE registration modified

ANNEXURE

Model General Business Rules for Reverse Auction

This has reference to tender no {tender number....date...}. BHEL shall finalise the Rates for the supply of {item name} through Reverse Auction mode. BHEL has made arrangement with M/s. {Service provider}, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Online Sealed Bid: This duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.
- ii. Online Reverse Auction: The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.
- iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

2. Schedule for Reverse Auction: The Reverse Auction is tentatively scheduled on {date}:

and the duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period. - **Online Sealed Bid:-**

- {Start Time:
- Close Time: }

- **Online Reverse Auction:-**

- {Start Time:
- Close Time: }

3. Auction extension time:

If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the autoextension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Online Reverse Auction.

4. **Bid price:** The Bidder has to quote the {.....} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, GST, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).

5. Bidding currency and unit of measurement:

Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

6. **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.

7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.

8. Bidders shall be assigned a **Unique User Name & Password** by M/s. {Service provider}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s. {Service provider} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders 'company'.

9. Post auction procedure: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

10. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.

11. Computerized reverse auction shall be conducted by BHEL (through M/s. {Service Provider}), on prespecified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained. Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. {Service provider}, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price online so that the service provider will upload that price online on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service

provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safeguard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid. Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant. In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of screen, quantity being auctioned, tender value being auctioned etc. from M/s. {Service provider}.

14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure-VI) for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.

16. Any variation between the final bid value and that in the confirmatory signed price breakup

Document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

17. Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry

No. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).



18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
- a. Leading (Running Lowest) Bid in the Auction (only total price of package).
 - b. Bid Placed by the bidder.
 - c. Start Price.
 - d. Decrement value.
 - e. Rank of their own bid during bidding as well as at the close of auction
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time..
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.



RA price confirmation and breakup
(To be submitted by L1 bidder after completion of RA)

To

- M/s. Service provider
- Postal address

CC: M/s BHEL

BOILER AUXILIARIES PLANT
INDIRA GANDHI INDUSTRIAL COMPLEX
RANIPET – 632406
TAMILNADU
INDIA.

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted.

Rs.{ _____ in value & in words _____ } for item(s) covered under tender enquiry No. {...} dt.{...}

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, freight and insurance charges up to {.....}
District, {.....} State and Type Test Charges etc., [exclusive of Goods & Services tax (GST)],
other as
per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of { ____ in nos. & in words ____ } days.

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

Total

=====
- Rs.in value & in words
=====

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

Yours sincerely, For

Name:
Company:
Date: Seal:

Sl. No	Annexure-C for Commercial Terms and Conditions	SUPPLIER COMMENTS: REQUESTED TO OFFER EITHER CONFIRMED OR ACCEPTED OR REMARKS IF ANY DEVIATION IS TAKEN
1.1	Terms of Delivery and Location-Project : MAHAGENCO BHUSAWAL. FOR Destination and Destination for MAHAGENCO BHUSAWAL is Stores / BHUSAWAL STPP Stage - I Project Site as indicated in the enquiry item annexure. Cost of Packing, Forwarding ,Freight & Insurance etc., are in Supplier's scope i.e. included in the quoted price. If extra, indicate in % of quoted price. Unloading at BHEL Site would be to the account of BHEL only. If any deviation is taken, loading will be done suitably. <u>Comparision will be done on FOR - BHEL Site basis only.</u>	
1.2	Terms of Delivery and Location- Project : MOUDA. FOR Destination and Destination for MOUDA is Stores / MOUDA TPS Extension Project Site as indicated in the enquiry item annexure. Cost of Packing, Forwarding ,Freight & Insurance etc., are in Supplier's scope i.e. included in the quoted price. If extra, indicate in % of quoted price. Unloading at BHEL Site would be to the account of BHEL only. If any deviation is taken, loading will be done suitably. <u>Comparision will be done on FOR - BHEL Site basis only.</u>	
1.3	Terms of Delivery and Location- Project : NORTH KARANPURA. FOR Destination and Destination for NORTH KARANPURA is Stores / NORTH KARANPURA STPP Project Site as indicated in the enquiry item annexure. Cost of Packing, Forwarding ,Freight & Insurance etc., are in Supplier's scope i.e. included in the quoted price. If extra, indicate in % of quoted price. Unloading at BHEL Site would be to the account of BHEL only. If any deviation is taken, loading will be done suitably. <u>Comparision will be done on FOR - BHEL Site basis only.</u>	
1.4	Terms of Delivery and Location- : Project : BARH - I. FOR Destination and Destination for BARH - I is Stores / BARH - I STPP Stage-I Project Site as indicated in the enquiry item annexure. Cost of Packing, Forwarding ,Freight & Insurance etc., are in Supplier's scope i.e. included in the quoted price. If extra, indicate in % of quoted price. Unloading at BHEL Site would be to the account of BHEL only. If any deviation is taken, loading will be done suitably. <u>Comparision will be done on FOR - BHEL Site basis only.</u>	
1.5	Terms of Delivery and Location- Project : BARH - II. FOR Destination and Destination for BARH - II is Stores / BARH - II Project Site as indicated in the enquiry item annexure. Cost of Packing, Forwarding ,Freight & Insurance etc., are in Supplier's scope i.e. included in the quoted price. If extra, indicate in % of quoted price. Unloading at BHEL Site would be to the account of BHEL only. If any deviation is taken, loading will be done suitably. <u>Comparision will be done on FOR - BHEL Site basis only.</u>	
1.6	Terms of Delivery and Location- Project : PANKI. FOR Destination and Destination for PANKI is Stores / PANKI TPS Extension Project Site as indicated in the enquiry item annexure. Cost of Packing, Forwarding ,Freight & Insurance etc., are in Supplier's scope i.e. included in the quoted price. If extra, indicate in % of quoted price. Unloading at BHEL Site would be to the account of BHEL only. If any deviation is taken, loading will be done suitably. <u>Comparision will be done on FOR - BHEL Site basis only.</u>	
2	Air Blasters along with complete accessories and Supervision of Erection & Commissioning of air blasters (Two visits each consists of 5 working days) as per attached technical specifications will be procured as a SET basis and on project wise. Total no of sets are Six(6) for Six(6) projects. <u>Evaluation will be done on individual Project wise on SET basis and on total cost to BHEL.</u>	

3	Drawing, Data Sheet, Vendor list etc. are to be submitted alongwith the tender Documents and soft copy to be uploaded. Specific confirmation to be given.	
4	Drawings of Packing should be submitted alongwith the Technical documents. This will also be elavuated and approved by BHEL.	
5	Quoted currency should be in Indian Rupee(INR)/unit only.	
6	Delivery Period: Delivery is the essence of all the contracts for BHEL. Mention the exact delivery period as it attracts contractual penalty on delays. The contractual delivery period will be reckoned from the date of LOI / PO, which shall be binding on the contract. Before opening the Price Bid, based on the commercial bids received, if required, BHEL shall fix a reasonable delivery period, which would be generally the modal value of the deliveries quoted by the bidders in the bidding. The bidders, whos quoted delivery periods as per the techno cemmrcial bids are higher than the delivery period of BHEL requirement, would have to accept the delivery period offered by BHEL,if not accepted their offers/bids would not be considered for price bid opening. DELIVERY PERIOD INDICATED IS TENTATIVE ONLY. SUPPLY IS TO BE MADE AFTER READINESS OF SITE ONLY. HENCE PLS QUOTE THE MINIMUM DAYS REQUIRED FOR SUPPLY, AFTER GETTING MANUFACTURING CLEARANCE FROM BHEL.	
7	Terms of payment: 1. Main supply: 90 % payment will be made directly thru EFT within 45 days for MSE Vendors and 90 days for Non-MSE vendors from the date of receipt and acceptance of materials at BHEL Site with submission of PBG. If the site is not ready for 2 years from the date of supply, then this balance 10% payment for the supply portion may be released within 45 days with the equivalent value of BG, which is valid for another 2 years or till completion of E & C, whichever occurs earlier. 2. Supervision of E & C: 100% Supervision charges for erection and commisiiong (E & C) will be paid within 45 days for MSE /90days for non-MSE on successful completion of E & C agaisnt submiision of invoice with E & C completion certificate issued by BHEL site officials. (3). No advance payment is applicable. (4). No LC payment term is applicable. (5).No other payment terms except (1) & (2) of above is acceptable.If any bidder quotes for advance payment or LC payment or any other payment term other than above mentioned payment terms under 1 & 2 shall liable for rejection of their bid on commercial terms.	
8	Contract Execution Bank Guarantee (CEBG): The Supplier shall submit a BG for 2% of the contract value valid for the agreed delivery period + 3 Months. Attached CEBG Format is to be signed and submitted along with Annexure-C as a token of acceptance. Please note that no deviation is allowed. If not accepted offer is liable to rejection. Suppliers who are already registered with BHEL and having a vendor performance rating of A or A+ grade would be exempted from submission of CEBG	
9	PERFORMANCE BANK GUARANTE (PBG): 10% OF ORDER VALUE is required as PBG for a period of 27 months from the date of SRV/Site Acknowledgement (including 3 months retention period).	
10	OFFER Validity: Minimum 120 days shall be offered from the date of Techno Commercial Bid opening (Part-I). The specific acceptance for this offer validity is must. Not providing bid validity minimum 120 days is laible to rejection.	
11	Clientele List: Supplier to submit detailed clientele list with their full addresses including details of contact person's name with phone no., fax no. & e-mail ID as per respective clause of Annexure - B (General terms and Conditions).	
12	Price bid opening through RA: The price bid finalaisation shall be done through RA-2020 and for more details please refer Annexure-B (Genaral terms and Conditions).	
13	Test Certificate: To be submitted with Chemical and Mechanical properties and dimensions as per the Standards and Technical Delivery Conditions as mentioned in the Technical Specification. The Test Certificate shall be as per Annexure Q.	
14	QP: Specific conformation to Submission of manufacturer/vendor quality plan for our review and approval and shall be as per annexure Q.	

15	Guarantee Certificate : Please conform furnishing guarantee certificate in BHEL format for 18 months from the date of commissioning or 24 months from the date of last despatch whichever is earlier.	
16	Warranty shall be as per technical specification	
17	Inspection before despatch: Inspection before despatch at supplier's works by BHEL / BHEL appointed Inspection agency / Customer / Customer appointed inspection agency. Other details shall be as per Annexure Q.	
18	Liquidated Damages (LD) : The applicable LD shall be at the rate of 0.5% per week to maximum of 10% for the undelivered portion and for the deliveries made beyond the agreed Delivery Period. Delivery being the essence of BHEL's contract requirements, in the event that a Supplier does not accept the above LD condition, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above. Date of material receipt at our stores (Day Book date) will be considered as the Delivery Date as mentioned in purchase order.	
19	Risk Purchase Clause: As per clause-I of Annexure-B page no 17, Supplier Confirmation is Required. Non acceptance to risk purchase clause may leads to rejection of offer. Hence bidders are requested to accept risk purchase clause and no clarification on this will be entertained.	
20	GST in % (FOR INDIGENOUS SUPPLIER): To be indicated by the supplier. GST invoice is required for availing Input Tax Credit and conformation to pass on ITC.	
21	GSTIN of the supplier/Works.	
22	HSN Code(S) of the items offered.	
23	Firm Price: Prices shall be kept firm till completion of supplies and acceptance of materials at BHEL Project Sites.	
24	Supplier Registration Form- Online submission is to to be done and soft copy of the same to be uploaded along with Technical Bid by new vendors.	
25	MSE / Non MSE Status with proof for indigenous suppliers.	
26	Approximate weight and cubage of the consignment.	
27	Contact details of bidders: Contact person's Name/Designation/Mobile No/Email ID/Fax No/Phone No etc. should be furnished.	
28	Pointwise conformation/acceptance or comments to our technical specification is must and Each page shall be signed BY THE BIDDER and affixed the official seal.	
29	Deduction of Income Tax: (i) TDS shall be deducted, as applicable, for the supervision of Erection & Commissioning Charges. (ii) TDS return shall be filed and TDS certificates shall be issued by BHEL .	
30	For this public procurement (preference to make in India), order 2017 dt 15.06.2017, 28.05.2018 & 04.06.2020 and subsequent order 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.	
31	Class I local supplier: Minimum Local content shall be 50%. Class II local supplier: Minimum Local content shall be between 20% to 50%. Non-Local supplier: Minimum Local content shall be below 20% Please furnish details of location where this value addition has been done (.....).	
32	Margin of purchase preference to make in India shall be 20%.	
33	False declaration will be in breach of the code of integrity under Rule 175 (i)(h) of the General Finance Rule for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Finance Rules along with such other actions as may be permissible under Law.	
34	Vendor shall duly filled and submit the MII local content delcaration form as given in the tender.	
35	Vendor shall duly filled and submit the eligibility criteria form as given in the tender.	

*(To be submitted In the company letter head by supplier)

Form - 1

Subject: Public Procurement (Preference to Make In india)

References:

- 1.P-45021/2/2017-B.E-II dated. 15th June-2017,
- 2.P-45021/2/2017-PP(BE-II) dated. 28th May-2018 ,
- 3.P-45021/2/2017-PP(BE-II) dated. 29th May-2019.
- 4.P-45021/2/2017-PP(BE-II) dated.4th June-2020

We hereby declare with reference to above subject and references that M/s --
------(Tick whichever is applicable as below)

"Class-I local supplier" meeting the requirement of minimum local content equal to 50%(fifty percent) or more defined in the above government notification for the goods and services (or)

"Class-II local Supplier" meeting the requirement of local content 20% to less than 50%(fifty percent) defined in the above government notification for the goods and services

Please mention the details against the following:

Enquiry no:----- dated. -----

Type of Supplier (Class-I/Class-II)

Product:-----

Project:.....

Details of location at which local value addition will be made is as follows:

We also understand that the false declarations will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General financial rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signature M/s _____

(Signature and seal)

Place:.....

Date:.....

From.

M/s _____

Address: _____

Form – 2

I/we are bidder from _____ (Address with country). We do not belong to any of the below category mentioned.

1. Any of entity/office/workshop of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
2. Any of subsidiary of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
3. Any of entity/office/workshop of your organisation/incorporation, controlled in a country sharing land border with India, If yes, provide the full address of all such locations.
4. Any of entity whose beneficial owner is situated in a country sharing land border with India, If yes, provide the full name, address of all such locations.
5. Any Indian Agent available, If so, Provide details of address and contacts.
6. Any employee/directors who is/are citizen of country sharing land border with India, If yes, provide the full name, employee code and address of all such locations.
7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

Meaning of beneficial owner

- 1) In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a) Controlling ownership interest means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
- b) “control” shall include the right to appoint majority of the directors or to control the management rights or shareholder’s agreement or voting agreement.
- 2) In case or a partnership firm the beneficial owner is the natural person (s) who whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of capital or profits of the partnership.
- 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.
- 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- 5) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust and any other

***(To be submitted In the company letter head by supplier)**

natural person exercising the ultimate effective control over the trust through a chain of control of ownership.

- 6) An agent is a person employed to do any act for another, or to represent another in dealing with third person.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, we hereby declare that we do not belongs to any such country and are eligible to be considered.

In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per law.

Format is being filled without altering any of the clause mentioned in the given format**

Dated: _____

Authorised Sign and stamp_____

Sl.No	Annexure-Q	##Specific confirmations by the manufacturer
1	Quality Plan Requirement:	
1.1	(i) MQP (Manufacturing Quality Plan) shall be submitted in attached format for BHEL/Customer review & approval. Typical MQP is attached for indicative purposes for guidance & use.	
1.2	(ii) MQP shall invariably cover w.r.t Inward inspection including on Raw material Procurement, In process and Final inspection in elaborated way/details.	
1.3	(iii) Bidder shall also to give specific confirmation that on need basis, their competent officials shall visit to BHEL/customer for finalization of Quality plan including test procedure/methodology during preaward / post award approval / detailed engineering in the event of an order.	
1.4	(iv) No deviation on BHEL/Customer approved MQP is acceptable.	
1.5	(v) Bidder shall agree to submit all cross referred documents other than codes/standards to BHEL/Customer/Consultant.	
2	Important Notes shall be included in MQP : (a) Latest revision of Standards & Specifications shall apply. Only International Standards are applicable. Indian & Chinese Standards are not applicable. (b) Materials shall be procured in compliance to Functional Technical Specifications. (c) Inspection shall be in compliance with Approved Quality Control Procedure for the Product. (d) NDT shall be carried out by Qualified Personnel with compliance to Approved NDT Procedures and Acceptance Norms, as per ASME Section V. (e) Gauges and measuring Instruments, with valid calibration only shall be used. (f) Cleaning and Painting of products shall be carried out as per Approved Painting Schedule. (g) Finished Products shall be packed to comply with Approved Packing Schedule. (h) Welding shall be carried out by Qualified Personnel with compliance to Approved NDT Procedures and Acceptance Norms, as per ASME Section V.	
3	Domestic / Inland Inspection will be carried out by BHEL/BHEL appointed Third Party Inspection Agency (TPIA) / Customer/Customer Apointed Inspection Agency/Consultant. This is applicable for all Stage inspection and Final Inspection identified as "W" - Witness or "CHP" - Customer Hold Point as per customer approved Quality Plan/ Technical specification / Approved Drawing/ Approved Data sheet / Scheme / PID / PFD / SLD (Process Instrumentaion Diagram / Process Flow Diagram / Single Line Diagram) etc (As applicable).	
4	Inspection Agency for Foreign Bidders and also for Indian Bidders who are importing from Foreign Sources: (1) Any one of the following Third Party Inspection Agency (TPIA) shall be appointed by the bidder and same shall be furnished by the bidder in techno commercial bid itself. (2) The details of TPIA with contact details like Name of the official, Phone no, Email id shall also to be submitted during pre/post award. However cost for such inspection agency shall be borne by the bidder only. Inspection charges for such inspection agency shall be indicated separately so that if BHEL/Customer is undertaking the inspection by their own , then these charges are non claimable by the bidders. List of TPIA 1.M/s Bureau Veritas 2.M/s TUV-Nord 3.M/s TUV-SUD 4.M/s TUV Rheinland 5.M/s Lloyds Register 6.M/s SGS 7.M/s Germanischer Lloyd 8.M/s QUEST 9.M/s Certification Engineers International 10.M/s Intertek 11.M/s IR Class Systems and Solutions 12.M/s DNV 13. M/s Fichtner 14. M/s ABS Inspection Services	

Sl.No	Annexure-Q	##Specific confirmations by the manufacturer
5	Stage Inspection during manufacturing Process : Stage Inspection during manufacturing shall be carried out as per approved quality plan and all necessary documents shall be provided for review, verification and clearance for further processing. This inspection call shall be given well in advance (atleast 2 weeks before) to TPI/Bidder's own inspection agency to avoid delay in the manufacturing processes.	
6	Inspection before despatch for domestic supplier : Inspection before despatch at supplier's works shall be carried out by BHEL/BHEL appointed inspection agency. Inspection shall be done as per approved Quality plan/ Technical specification/ Approved Drawing/ Approved Data sheet .	
7	Inspection at Foreign Source/Supplier: (a) As in sl no: 3. shall be ensured without fail (b) No material / items shall be despatched without getting the written communication from BHEL / Customer inspection carried out by BHEL/BHEL appointed Third Party Inspection Agency (TPIA) / Customer/Customer Appointed Inspection Agency/Consultant. This is applicable for all Stage inspection and Final Inspection identified as "W" - Witness or "CHP" - Customer Hold Point as per customer approved Quality Plan/ Technical specification / Approved Drawing/ Approved Data sheet / Scheme / PID / PFD / SLD (Process Instrumentation Diagram / Process Flow Diagram / Single Line Diagram) etc (As applicable). Inspection before despatch for Foreign supplier : Inspection before despatch at supplier's works shall be carried out by bidder appointed inspection agencies having international presence at vendors and or vendor's sub vendor works. Inspection shall be done as per approved Quality plan/ Technical specification/ Approved Drawing/ Approved Data sheet by TPIA mentioned in Sl no: 03 at supplier's cost.	
8	Painting shall be done strictly as per BHEL/Customer approved painting schedule / scheme only. Paint Thickness / Paint shade shall be ensured as per BHEL / Customer approved painting schedule / specification / data sheet etc. No deviation is acceptable unless otherwise accepted by BHEL/Customer in writing. Any conflict if any among BHEL / Customer approved painting schedule / Spec / data sheet etc shall be brought to the notice to BHEL well in advance before proceeding including the BOI being procured for assy / skid like motors etc	
9	Specific conformation for document package in the event of an order (2 Hard copies & soft copy in PDF file) is to be given containing the following with proper linkages (i) Index Sheet (ii) MQP/RQP/Endorsement Sheet (As applicable) (iii) TCs identified by BHEL/ Customer for record for "CHP" / "W" and Verification portion ("V") as given in approved QP. (iv) Final inspection report + TC including Chemical + Mechanical + HT + NDT etc (v) Third party Inspection report + TC (vi) Customer CHP/ MDCC (vii) Type test / Performance Test reports conducted (viii) Type test / Performance Test approval/ clearance obtained from BHEL/Customer (ix) BOM with As Build Drgs with actual make / rating used with BHEL/customer approved drawings.	
10	Packing shall be as per BHEL Packing schedule / approved drg / sketch. This shall be ensured to take care of transit / handling / transshipment in Road / Sea / Air. Photographs are to be submitted for BHEL review before despatching the material as per contract conditions.	
11	Outsourcing of test facilities: Bidder shall ensure all the testing facilities in house. However If any of the test facilities are not available with successful bidder, then bidder shall ensure the same at NABL accredited third party lab / Govt / Govt Lab for major testing such as NDT, Electrical & Mechanical testing.	
12	Important Note: No deviation on the above requirement 01 to 10 is acceptable w.r.t Quality Requirement and those offers not meeting these specific customer requirement is liable for rejection and hence the bidder shall submit all the required documentary evidences in the offer itself.	
13	## Necessarily to be filled up by the bidder at the time of offer itself otherwise the offer may not be considered w.r.t Quality Requirement being customer specific requirement.	

1). BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON WWW.BHEL.COM) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG ALL THE TECHNO-COMMERCIALLY QUALIFIED BIDDERS.

PRICE BIDS OF ALL TECHNO-COMMERCIALLY QUALIFIED BIDDERS SHALL BE OPENED AND SAME SHALL BE CONSIDERED AS INITIAL BIDS OF BIDDERS IN RA. IN CASE ANY BIDDER(S) DO(ES) NOT PARTICIPATE IN ONLINE REVERSE AUCTION, THEIR SEALED ENVELOPE PRICE BID ALONG WITH APPLICABLE LOADING, IF ANY, SHALL BE CONSIDERED FOR RANKING."

2). PLEASE NOTE THAT 1 (ONE) SET OF AIR BLASTER CONSISTS OF (A) 3 NO'S OF AIR BLASTERS ALONG WITH ALL ACCESSORIES, MOUNTINGS & FASTENERS (B) 1 NO OF PNEUMATIC PANEL (C) 1 NO OF CONTROL PANEL (D) 1 NO OF TIMER AND (E) PNEUMATIC TUBING & FITTINGS REQUIRED FOR ONE SILO.

FOR DETAILS PLEASE REFER THE CLAUSE NO 2 OF TECHNICAL SPECIFICATION NO: FGD: ABLR: R:00

3). OFFER TO BE SUBMITTED THROUGH E-PROCUREMENT PORTAL, <https://bhel.abcpocure.com/EPROC/>, OF M/S E-PROCUREMENT TECHNOLOGIES LTD, WHO IS OUR EPS SOLUTION PROVIDER.

4). THIS IS A 2 PART BID TENDERING SYSTEM. THOSE WHO ARE QUALIFYING PART I (TECHNO COMMERCIAL BID) ONLY CONSIDERED FOR PART II (PRICE BID OPENING.)

5). PART 1 BID (TECHNO-COMMERCIAL BID)-BIDDERS ARE REQUIRED TO FURNISH COMPLETE COMPLIANCE TO SPECIFICATION ALONG WITH THE ANNEXURE AND DOCUMENTS CALLED IN THE SPECIFICATION. FAILURE TO SUBMIT THE DOCUMENTS AS CALLED IN THE SPECIFICATION WILL BE CONSIDERED AS INCOMPLETE OFFER AND OFFERS OF SUCH BIDDERS WILL BE REJECTED.

6). PART-II BID (PRICE BID)-BIDDER SHALL FURNISH THE PRICE DETAILS FOR ALL ENQUIRY LINE ITEMS.

7). PRICE PART TO BE IN EPS ONLY AND NOT IN TECHNO COMMERCIAL BID.

8). BIDDERS ARE REQUESTED TO SUBMIT DULY FILLED ANNEXURE-C AND ANNEXURE Q.

9). PLS SUBMIT SIGNED, SEAL AFFIXED AND POINTWISE CONFIRMATION TO OUR TECHNICAL SPECN ALONG WITH YOUR TECHNO COMMERCIAL BID.

10). PLEASE REF ITEM ANNEXURE FOR DETAILS OF ENQUIRY LINE ITEMS, UOM, QTY, LOT, DELIVERY DATE, DESTINATION ETC.

11). NOTE TO BIDDERS: WHENEVER REQUIRED DURING EVALUATION OF BID AND TECHNICAL OFFERS/BIDS, BIDDERS ARE REQUESTED TO BE PRESENT AT BHEL BAP RANIPET FOR DISCUSSIONS. FURTHER IN THE EVENT OF ORDERING, DURING APPROVAL OF THE VENDOR DOCUMENTS BY END USERS/CUSTOMERS, VENDOR SHALL ACCOMPANY BHEL REPRESENTATIVE FOR DISCUSSIONS.

12). AIR BLASTERS AND ITS ACCESSORIES ALONG WITH SUPERVISION OF ERECTION AND COMMISSIONING AS IN ITEM ANNEXURES WILL BE CONSIDERED AS ONE SET. THERE ARE TOTAL OF SIX SETS FOR SIX PROJECTS. ITEMS WILL BE PROCURED AS A SET FOR RESPECTIVE PROJECTS AND EVALUATION WILL BE DONE ON SET BASIS ON PROJECT WISE ONLY ON TOTAL COST TO BHEL BASIS.

TERMS AND CONDITIONS FOR INDIGENOUS OFFERS

- a) **Quotations :** Each Tender should be sent in duplicate in a sealed cover. Inner cover should be sealed with tenderer's distinctive seal and superscribed with correct Tender No., item of supply and due date of opening. Tender should not be addressed to any individual's names but only by designation and shall be addressed to
Manager/Purchase, BHARAT HEAVY ELECTRICALS LIMITED, BOLIER AUXILIARIES PLANT, INDIRA GANDHI INDUSTRIAL COMPLEX, RANIPET, VELLORE DISTRICT - 632406, INDIA.
- b) Tenders should be neatly typewritten and should be free from CORRECTION AND ERASURES. Corrections, if any, must be attested. All amount shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
- c) Price should be net F.O.R. destination inclusive of risk in transit and remain valid for 90 days from the due date.
- d) If any Sales Tax is payable as extra to the quoted price it should be specifically stated in quotation failing which the purchaser will not be liable for payment of Sales Tax. Our TIN No. 33024364741 & CST Number 1141686.
- e) Products with I.S.I certification marks will be preferred.
- f) The applicable rate of excise duty shall be clearly indicated in the quote itself.
- g) The tenderer shall fill up the specification Deviation Disposition Report either NIL or the deviation taken by the tenderer against the Tender specification.
2. **Samples :** Wherever possible samples should be submitted separately whether specifically requested or not, so as to reach the purchase on or before the due date of the enquiry. They should be clearly marked with the Enquiry No. and the date on the outside cover to facilitate identification.
3. **Packing and Marking :** The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.
4. **Terms of Payment :** Payment will be made within 45 days for MSME (Small / Micro) Vendors and 90 days for others after receipt and acceptance of materials at BHEL Stores or receipt of site acknowledgment in case of direct to site items of satisfactory receipt of materials at site. Where required by the purchase, the successful tenderer must send the operation and maintenance manuals, test certificates, drawings, etc., as called for, for the materials ordered. These should be sent immediately after despatch of the materials and a statement to that effect should be made in the invoice. Failure to comply with this provision will result in delay in payment of the bills. Goods despatched either by V.P.P. or by the documents presented through bank will not be accepted unless agreed to by the Purchaser.
The transporter's copy of Excise Invoice should accompany the material. The Original Invoice alongwith other documents shall be (a) routed through bank or (b) directly sent to us as called for in the contract. One set of the Advance copies of the above documents shall be sent to Manager / Finance (Stores Bill section), BHEL, BAP, RANIPET - 6 and one set to Manager / Purchase BHEL, BAP, RANIPET - 6.
5. **Liquidated Damages :** It is clearly understood among the parties to the contract that "Time is the essence of the contract". Therefore, the delivery of the goods specified in the purchase order should be made within the time limit prescribed. Where the seller supplies or despatches the goods, beyond the delivery period specified, the Purchaser will have no obligation to accept the goods, if accepted, liquidated damages at the rate of 1/2% of the value of goods delayed for each week of delay or part thereof will be levied without prejudice to any other relief or compensation due to the purchaser under any other condition of this contract.
6. **Risk Purchase :** Alternatively, the purchaser at his option will be entitled 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 despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in Clause 5 above.
7. **Preferential Delivery :** It should be noted that if a contract is placed on higher tenderer as a result of this invitation to tender in preference to the lowest acceptable offer in consideration to the earlier delivery, the seller will be liable to pay to the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R. destination including all elements of freights, sales tax, duties and other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract.
8. **MODVAT CREDIT :** If any Excise duty is payable, the chapter head/sub - head reference and the rate of duty should be quoted. If the tenderer is availing MODVAT credit for his input materials, the effect of proforma credit should be passed on the purchaser. Tender under "MODVAT" shall be preferred.
9. **General :** a) The Purchaser reserves the right to split up the tender and place for individual items with different tenderers and also increase the quantity.

TERMS AND CONDITIONS FOR FOREIGN OFFERS

Offer : Offer in ENGLISH LANGUAGE AND IN TRIPPLICATE IN A SEALED COVER superscribing the enquiry number and due date shall be submitted addressed to: THE MANAGER / PURCHASE, BHARAT HEAVY ELECTRICALS LIMITED, BOILER AUXILIARIES PLANT, INDIRA GANDHI INDUSTRIAL COMPLEX, RANIPET - 632 406, TAMIL NADU, INDIA.

Offers should be firm for net FOB / FCA nearest Sea / air port price and C & F Chennai Port Price indicating the shipping specifications and the earliest delivery in the respect of others from overseas suppliers.

Documents :

- (i) Offers should be accompanied by detailed technical literature, catalogue and detailed dimensional drawing in ENGLISH and in DUPLICATE, or otherwise the offers will not be considered.
- (ii) In case overseas suppliers route their accredited selling agents, a letter of authority should be furnished mentioning the name and address of their selling agents, who are authorised to bid, negotiate and conclude a contract on their behalf.

Agency Commission : In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India shall invariably be shown separately in the proforma invoice and this will be paid by us in India, in Indian Rupees, on satisfactory completion of the contract.

Spare : The tenderer should quote separately for spares that are required for two years trouble free operation. The spares offer should accompany the offer of main equipment, otherwise the quotation will be overlooked.

Validity : The offers for main equipment and spares shall be kept open for acceptance for 90 days (Ninety days) for the date of opening of the tender.

Test Certificates, Operating and Maintenance Manuals : The tenderer shall clearly mention in their offer that Test Certificates and Operating and Manuals, etc., as called for in technical specification, in the required number of copies will be provided at no extra cost. If any amount is payable as extra, the same shall be indicated separately in the offer.

Terms and payment : In the event of an order the purchaser will arrange for an unconfirmed irrevocable letter of credit against presentation of documents. Under, no circumstances confirmed irrevocable letter of credit will be established by the purchaser.

General :

- (i) Preference will be given to suitable indigenous or ex-stock imported offers, failing which imported offers from incoming consignment against the indigenous supplies "Stock and sale Licence" will be accepted, if Stock and sale licence is not available with the indigenous suppliers, the same shall be indicated in their offer.
- (ii) The offer should reach us on or before 14.00 Hours of date of tender opening. The offer will be opened at 14.30 hours on the due date in the presence of the tenderers who may like to be present.
- (iii) **BANK GUARANTEE (if applicable) :** The supplier in the event of an order, should furnish a Bank Guarantee from an approved Bank at no extra cost in a proforma which will be supplied to the supplier, along with the order, for an amount equivalent to 10% of the value of the contract. The Bank Guarantee should remain in full force and effect during the period that would be taken of successful completion of the contract and shall continue to be enforceable till 12 months from the date of receipt of consignment at purchaser's site or 18 months from the date of last shipment at the port of Delivery, whichever is earlier.
- (iv) **INCOTERMS :** The definition for terms shall be as per Incoterms 2010
- (v) **PLEASE QUOTE YOUR RATE FOR ALL THE FOLLOWING CONDITIONS.**
 - (a) FOB on at sight L.C.
 - (b) On C & F Chennai Port India with at sight L.C.
 - (c) Rate on credit basis with rate of interest and period of credit.
 - (d) Rates with suppliers credit.

GUIDELINES ON ACCEPTANCE OF BANK GUARANTEES GIVEN BY VENDORS

1. INTRODUCTION

As a part of the business operations, BHEL is taking Bank Guarantees from its Vendors/contractors/sub-contractors for various purposes. These Bank Guarantees are structured according to the terms of the Tender/ Agreement/ Contract.

2. TYPES OF BANK GUARANTEES TAKEN FROM VENDORS/CONTRACTORS/ SUB-CONTRACTORS BY BHEL

Generally, following types of Bank Guarantees are being taken by BHEL-

i. Bank Guarantees for Earnest Money Deposit

EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. In case of total EMD amount is more than Rs.20 lakh, the amount in excess of Rs.20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

ii. Bank Guarantee (in lieu of Security Deposit):

Security Deposit is to be collected from the successful Bidder. In addition to other modes of furnishing Security Deposit, Bank Guarantee from Scheduled Banks can be submitted in lieu of Security Deposit by the contractors/sub-contractors/vendors, subject to the compliance with the provisions of Works Policy/Purchase Policy and/or Tender Conditions/ Extant Guidelines

iii. Bank Guarantee against Mobilization Advance/ Initial/ Milestone linked payment:

Normally, no advance payment shall be made to Contractor/ sub-contractors/vendors. Mobilization advance payment in exceptional circumstances shall be interest bearing and secured through Bank Guarantee/s and shall be limited to a maximum of 5% of the Contract Value. The Bank Guarantee shall be for 110% of the value of advance so as to enable recovery of not only principal but also the interest portion.

iv. Performance Bank Guarantee:

These Bank Guarantees may be taken as guarantee for successful performance/ completion of the Contract.

v. Bank Guarantee for Supply of Free Issue Material

BHEL Units sub-contract their jobs to Ancillaries and other fabricators by issuing materials free of cost on returnable basis. Though these fabricators are under contractual obligation to ensure safety of BHEL material and to return the same after carrying out the assigned job, to safeguard BHEL's interest, Bank Guarantee is to be taken in favour of BHEL.

vi Bank Guarantee (For release of Liquidated Damages Amount):

Sometimes, Bank Guarantee against release of Liquidated Damages (LD) is also being obtained by BHEL. In such cases, Bank Guarantee should be valid till the LD issues are settled.

(Compliance with the provisions of Works Policy/Purchase Policy and/or Tender Conditions/ Extant Guidelines may be ensured)

3. STANDARD FORMATS

The following standard format for Bank Guarantees for both Indian and foreign contractors/sub-contractors/vendors which can be used by the Units/Regions are enclosed-

- a. Proforma of Bank Guarantee for Earnest Money Deposit (**Annexure A**)
- b. Proforma of Bank Guarantee in lieu of Security Deposit (**Annexure B**)
- c. Proforma of Bank Guarantee (to secure Advance/ Initial/ Milestone linked payment) (**Annexure C**)
- d. Proforma of Bank Guarantee (Performance) / Contract Execution (**Annexure D**)
- e. Proforma of Bank Guarantee (For release of Liquidated Damages Amount) (**Annexure E**)
- f. Proforma of Bank Guarantee for Supply of Free Issue Material (**Annexure F**)

4. ACCEPTANCE OF BANK GUARANTEES ISSUED BY CONSORTIUM BANKS

List of Banks in BHEL's Consortium of Banks enclosed at **Annexure 1**. For getting Bank Guarantees issued in BHEL's favor preference shall be given to Consortium Banks. As such, Units should insist their contractors/sub-contractors/vendors to submit Bank Guarantees issued by any of the BHEL's Consortium Banks. Therefore, the List of the Consortium Banks along with the Standard Bank Guarantee Format (forming part of these Guidelines) should also form part of the Tender/ Contract document issued by BHEL. (Units may regularly check Corporate Finance- FSD Site (<http://intranet.bhel.in/FSD>) for updated List of Consortium Banks).

5. ACCEPTANCE OF BANK GUARANTEES ISSUED BY NON-CONSORTIUM BANKS

In case any contractors/sub-contractors/vendors expresses difficulty in obtaining Bank Guarantees from any of the BHEL's Consortium Banks and offer to submit Bank Guarantee from any other Nationalized/Public Sector/Private Sector/Foreign Banks, the same may be accepted subject to the following conditions-

A. NETWORTH OF THE BANK ISSUING THE BANK GUARANTEE

- i. In respect of Banks having Net Worth below Rs.500 crores- Exposure Limit is NIL.
- ii. In respect of Banks having Net Worth between Rs.500 to Rs. 2000 crores (As per Latest Annual Report)-The overall exposure limit (at the Unit/Region Level) should not exceed Rs.10 crores for all the non-Consortium Banks put together.
- iii. In respect of Banks having Net Worth above Rs. 2000 crores (As per Latest Annual Report)-The overall exposure limit (at the Unit/Region Level) should not exceed Rs.30 crores for all the non-Consortium Banks put together.

Units/ Regions may insist their contractors/sub-contractors/vendors to provide a Certificate from the concerned Bank along with a Copy of latest Annual Report as supporting documents for Net Worth of the Bank. Additionally, in case required, the figure for Net Worth may be cross checked with the Corporate Office/ Head Office of the concerned Bank. In case, the abovementioned limits have already been exhausted or sufficient balance is not available, the same may be intimated suitably to the contractors/sub-contractors/vendors beforehand.

B. TYPE OF BANKS ISSUING THE BANK GUARANTEE

- i. Bank Guarantee submitted by domestic contractors/sub-contractors/vendors from non-consortium banks-
 1. **Nationalized/ other Public Sector Banks:** Bank Guarantees issued by Nationalized/ other Public Sector Banks (which are not in BHEL's Consortium) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city in which the Unit is located. i.e. Demand can be presented at the Branch located in the town/city in which the Unit is located.
 2. **Private Sector Banks:** Bank Guarantees issued by Private Sector Banks (which are not in BHEL's Consortium) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city in which the Unit is located i.e. Demand can be presented at the Branch located in the town/city in which the Unit is located. However, Units may prefer Nationalized/Public Sector Banks over Private Sector Banks in respect of Bank Guarantees issued by non-consortium banks.

3. **Foreign Banks (BG issued by Branches in India):** Bank Guarantees issued by Foreign Banks (which are not in BHEL's Consortium) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

4. **Bank Guarantees submitted by Foreign Vendors**

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks which are not in BHEL's Consortium (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)**
- b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any **of the Consortium Banks** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). **It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.**
- b.2 In case, **Foreign Vendors intend to provide BG from Overseas Branch** of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

C. **Co-Operative Banks/ Financial Institutions:** Bank Guarantees issued by Co-Operative Banks/ Financial Institutions is **not to be accepted** under all circumstances.

6. **OTHER IMPORTANT ISSUES-**

i) **BG Text Related Issues-** Bank Guarantees should be clear and precise and should clearly specify the following:

1. The name and address of the applicant i.e Vendor
2. The name and address of the beneficiary i.e BHEL. It must be ensured that the concerned Unit's name is clearly mentioned in the Bank Guarantee.
3. The name and address of the guarantor Bank and Branch
4. A reference number or other information identifying the underlying contract
5. A reference number or other information identifying the issued guarantee.
6. The amount or maximum amount payable and the currency in which it is payable
7. The validity period/date of expiry of the guarantee including Claim period
8. Claim is payable without demur, protest or proof and merely on demand from BHEL. BG should be unconditional
9. It should clearly specify the place of Invocation
10. Presently, there is no legal requirement for getting signatures of Witnesses on the Bank Guarantees. Therefore, BHEL may not insist for the same.
11. In case of cutting/ overwriting on the Bank Guarantee have been properly authenticated under signature and seal of the executing Bank.

ii) Confirmation of genuineness/authenticity of the Bank Guarantee

Following safeguards in respect of all Bank Guarantees (including Extensions/ Amendments) issued by any of the Banks (including Consortium Banks) are required to be taken ñ

- a. The prescribed format in which BGs are acceptable from the contractors/sub-contractors/vendors may be formed part of the tender document. On receipt of the Original Bank Guarantee by BHEL, the same may be verified verbatim with the Bank Guarantee format provided by BHEL.

- b. **Use of Structured Financial Messaging System (SFMS) for Sending and receiving Bank Guarantee Instruments**

Structured Financial Messaging System (SFMS) has been/ is being implemented by the Banks as per the Ministry of Finance's instructions for Sending and receiving Bank Guarantee and also Inland Letter of Credit Instruments. The SFMS provides a platform for secure communication within the Bank and between Banks. As such, SFMS can prove to be an excellent IT enabled platform for getting secure confirmations from the Banks in respect of Bank Guarantees issued in favor of BHEL. Therefore, Units should insist the contractors/sub-contractors/vendors to provide the Bank Guarantees from Banks which are already SFMS Compliant.

Under SFMS System, a separate advice of the Bank Guarantee (via SFMS IFN 760COV) to be sent to the Advising bank (Beneficiary's Bank) through SFMS by the Issuing Bank (Applicant's Bank), after which the paper Bank Guarantee would become operative. Similar process to be followed for bank guarantee amendment also and separate advice (via SFMS IFN 767COV) is sent to the Advising Bank. It must be ensured that the Issuing and Advising Bank must be SFMS enabled. The details of Advising Bank / Beneficiary Bank (i.e. IFSC Code & Branch address) have to be provided to the BG issuing Bank along with the application for the Application/Request for issuance of Bank Guarantee.

At the time of application for issuance of a Bank Guarantee, the applicant has to furnish Beneficiary's Bank Branch IFSC, Branch Name and address to the Issuing Bank. In this regard, details of those Banks in BHEL's Consortium may be provided to the contractors/sub-contractors/vendors which have waived Advising Charges for advising the Bank Guarantees (where BHEL is beneficiary) through SFMS. Corporate Office will share the details of those Banks from time to time

- c. In case, any contractors/sub-contractors/vendors show their inability to submit the Bank Guarantee from Issuing Bank which is SFMS Compliant, Units may accept paper Bank Guarantee sent to BHEL directly by the issuing Bank under Registered Post (A.D) /Speed Post/Courier/By Hand. However, a declaration as to List of Vendor Banks along with a confirmation that none of their Banks are SFMS compliant may be obtained. Such a requirement shall be clearly specified in the Tender Document/ Contract
- d. In exceptional cases, BGs received through the contractors/sub-contractors/vendors can be accepted. When a Bank Guarantee is directly received through the contractors/sub-contractors/vendors, the Issuing Branch should be requested to immediately send a confirmation that the said Bank Guarantee has been issued by them or send by Registered Post (A.D) an unstamped duplicate copy of the Bank Guarantee directly to BHEL with a Covering Letter. This will enable BHEL to compare the same with the original BG and ensure that the same is in order.
- e. **Further Verification in respect of Bank Guarantees not advised through SFMS**
As an additional measure of abundant precaution, all the Bank Guarantees received (not advised through SFMS) should be independently verified by BHEL and on receipt of the Original Bank Guarantee, the Issuing Bank may be requested to provide-
 1. Immediate Confirmation over email.

2. The possibility of getting confirmation through digitally signed secured emails from issuing Banks may be explored.
3. Thereafter, Banker may be requested to either provide the Confirmation Letter stating that the said Bank Guarantee has been issued by them and signed by their authorized employees in line with the financial authority/ powers given to these employees, or send by Registered Post (A.D) an unstamped duplicate copy of the Bank Guarantee directly to BHEL with a Covering Letter. Further, a confirmation may be obtained from the Bank that Bank Guarantee has been issued on a Stamp Paper of appropriate value.

All efforts shall be made by the Unit to obtain the confirmation as above within 10 days of receipt of the Bank Guarantees by BHEL.

f. **Additional Safe-guards for all Bank Guarantees (including advised through SFMS)**

The following additional safeguards may please be taken care at the Unit/ Region level in respect of all Bank Guarantees (including Extensions/ Amendments) issued by any of the Banks (including Consortium Banks) to ensure protection of BHEL's interest-

1. Stamp paper related ñ
 - a. Wherever, e-stamping has been made compulsory, it is to be ensured that the Bank Guarantees has been issued in serially numbered security forms/ e-stamping. Verification of e-stamp can be done on-line <http://www.shcilestamp.com> (STOCK HOLDING CORPORATION OF INDIA LIMITED (SHCIL)).

An e-Stamp can be verified online by clicking on verify e-Stamp certificate and entering the following details-

 - 1.State
 - 2.Certificate Number (UIN)
 3. Stamp Duty Type (Description of Document)
 4. Certificate Issue Date
 - b. The BG Should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher.
 - c. To ensure that the Stamp Paper is issued in the name of the Issuing Bank or in the name of the Contractor/sub-contractor/ vendor.
2. To ensure that the Bank Guarantees has been issued in serially numbered security forms.
3. As per RBI Guidelines, all Bank guarantees issued for Rs.50,000/- and above should be signed by two officials jointly. Further, the name, designation and code numbers of the officer/officers signing the guarantees should be mentioned under the signature(s) of officials signing the bank guarantee.

g. **Authorized Officials for dealing with Banks in respect of Bank Guarantees-** Units/Regions to assign responsibility for verification, timely renewal and timely encashment/ invocation of the Bank Guarantees to one or more Finance Executives depending upon the volume of work at the Unit/Region. **All correspondence with the Banks for matters related to Bank Guarantees are required to be carried out by Finance executives only**

iii) **Other issues**

a. **Addition of jurisdiction Clause in the Bank Guarantee-**

If required, Units/ Region may include the following jurisdiction Clause for dispute resolution at local level

" Any claim or dispute arising under the terms of this-Guarantee shall be-subject to the exclusive jurisdiction of-the court at _____ (Unit or HQ Location for ex. in case of PSWR - "Nagpur" /PSNR- Delhi, PSER- Kolkata/ PSSR0-Chennai) only.

However, it may be noted that the exclusive jurisdiction can form a part of the Bank Guarantee formats but it has to be seen that the Court upon whom the exclusive jurisdiction is being conferred must otherwise have jurisdiction for this clause to be effective under law.

iv) Safe Custody of Bank Guarantees-

Following steps may be taken by the concerned Finance Officials to ensure safety of Bank Guarantees-

1. Safe custody of the Bank Guarantees shall be the responsibility of Finance executive(s)
2. On receipt of the Bank Guarantee, the complete details of the Bank Guarantee should be entered in BG Register (physical register and also in separate file in soft form) **(As per Format at Annexure 2)** maintained centrally at the Unit/ Region/site. The data entered in the Register should be duly verified by the concerned official/officials.
3. Periodic physical verification and reconciliation of the Paper Bank Guarantees should be done with the BG Register.
4. Original Bank Guarantees including Extensions must be kept in safe Custody in **“Fire Proof”** Cabinets/ Cash Chests.

v) Long Duration Bank Guarantees

In case of Long Duration Bank Guarantees, it is advisable that only Bank Guarantees with validity for full period of the contract may be accepted by BHEL.

vi) Expiry Period and Claim Period

It may be ensured that the Expiry/Validity date and Claim date mentioned in the Bank Guarantee is in line with the Contract with the vendor.

Further, there should be an adequate gap, preferably 3-6 months, in the Expiry date and Claim Period so as to ensure that sufficient time is available with BHEL to submit Invocation Claim, if required under the Bank Guarantee. BHEL can claim the amount from the bank for the act which has happened before the validity (expiry) date but within the claim period. However, it is advisable that the Invocation Claim may be submitted within the Expiry date.

In this regard, it is to be noted that unless the Bank receives a written claim or demand on or before the Expiry date (in case there is no separate claim date) or Claim date (in case both Expiry date and claim date are included in the text) mentioned in the Bank Guarantee, all the rights of BHEL under the Bank Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under the said Bank Guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

vii) Extension of the Bank Guarantee-

In case of non-fulfillment or non-completion of the Contractual Commitments by the concerned contractor/sub-contractor/vendor, action for extension of the validity of the Bank Guarantee should be taken atleast 60 days before the Expiry date and in accordance with the terms and conditions of the Bank Guarantee. Commercial/Executing Agency/Construction Manager of the Unit/Region/site concerned should intimate the custodian i.e. Unit's Finance of the Bank Guarantees sufficiently in advance for the action to be taken for Extension of the Bank Guarantee. In case, no response is received by Unit's Finance 60 days before the Expiry Date from the concerned Commercial/Executing Agency/Construction Manager, the concerned Finance Official may take action for extension to ensure that BHEL's interest is safeguarded.

In this regard following points are required to be ensured-

- a. Request for Extension of the validity is to be lodged atleast 60 days before the Expiry Date mentioned in the Bank Guarantee.
- b. The letter seeking extension should be addressed to the contractor/sub-contractor/vendor as the extension is normally done by the Bank on the request of the Applicant (Contractor/sub-contractor/Vendor). The same should be sent through Registered Post with A.D/ Speed Post. Courier/By hand with a copy to the Issuing Bank with a request to invoke Bank Guarantee in case the same is not extended before expiry date and this should be treated as a Provisional Claim.
- c. Regular follow-up with the contractor/sub-contractor/vendor through email/FAX for extension of BG need to be ensured.

- d. In case the extension of the validity is not done 15 days before the expiry date, immediate action for Invocation of the Bank Guarantee should be taken by sending Final Invocation Claim to the Issuing Bank at the place of issue or such other place as is specified in the guarantee with a copy to the contractor/sub-contractor/vendor. All provisions in respect of Invocation Claim as per **Para viii** is required to be followed

viii) Invocation Claim

In event of Breach by the contractor/sub-contractor/vendor (s) of the terms and conditions of said Contract or failure of the contractor/sub-contractor/vendor to perform the said Contract for which the Bank Guarantee has been given or in case of failure of the contractor/sub-contractor/vendor to extend the validity of the Bank Guarantee (as per Para vii), the concerned Unit shall take immediate action for lodgment of Claim with the Issuing Bank's Branch for Invocation of Bank Guarantees. Commercial/Executing Agency/Construction Manager of the Unit/Region/site concerned should intimate the custodian of the Bank Guarantees sufficiently in advance for the action to be taken for invocation of the Bank Guarantee.

In this regard, following points may please be ensured-

- a. Invocation Claim is to be lodged well before the Expiry date (in case there is no separate claim date) or Claim date (in case both Validity date and claim date are included in the text) mentioned in the Bank Guarantee.
- b. Invocation Claim is to be typed on BHEL Letter Head with full Postal Address of BHEL's Unit. It should also contain contact details of BHEL's dealing official.
- c. Invocation Claim is to be sent at the place of issue or such other place as is specified in the guarantee. Correctness of Issuing Bank's Address may be ensured before sending the Invocation Claim.
- d. The scanned copy of the Invocation letter may be sent immediately through email followed by sending the Invocation letter by Speed Post/ Registered Post (with Acknowledgement Card)/ By Hand (to be got personally acknowledged) to ensure timely receipt by the Bank's Branch mentioned in the Bank Guarantee. The Acknowledgement/Receipts should be positively obtained and the same should be preserved as evidence of sending Invocation Claim well in time. Confirmation of receipt of the Invocation Letter may be obtained through email or over phone.
- e. Invocation letter should clearly specify the Bank Guarantee Number.
- f. A demand may be made for an amount less than the full amount available (partial demand). Further, more than one demand (multiple demands) upto the total value of Bank Guarantee may be made by BHEL within the validity period. **However, it may be ensured that demand should not be made for more than the amount available under the guarantee as the Bank will consider it a non-complying demand and may not act on the same.**
- g. **It may be noted that Banks, as per the regulations, are required to promptly honour the guarantees issued by them as and when Bank Guarantees are invoked in accordance with the terms and conditions of the guarantee deeds. Payment should be made to the beneficiaries without delay and demur.**

Under a Bank Guarantee, the Bank undertakes to pay to the beneficiary, any money so demanded notwithstanding any dispute or disputes raised by the of the contractor/sub-contractor/vendor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto and the Banks liability is absolute and unequivocal. As such, the Banks cannot delay and deny honoring the invocation Claim.

Therefore, all steps should be taken to ensure timely payment by the Bank.

- h. In case, the Bank does not act and pay within three working days from the date of presentation of Final Claim/ Demand, the matter may be immediately escalated to the Regional Office of that Bank's Branch and thereafter to their Head Office under intimation to Corporate Office. In case of no response, matter may be referred to Ombudsman, RBI etc.

- i. After one month, if the amount is still not paid, unit may consider filling a legal case against the bank **in consultation with the Corporate Law Department.**

(Formats for Extension Letter /Invocation Claims are as per Format at Annexure G (1ST Letter), Annexure H (Reminder Letter), Annexure I (Final Claim/Invocation Letter) and Annexure J (Invocation Letter))

ix) Return of Bank Guarantee

a. After Expiry Period

The Expired Bank Guarantees which are not further required by BHEL due to fulfillment of the Contractual Commitments by the concerned of the contractor/sub-contractor/vendor may be returned to the concerned Bank under intimation to the Vendor/Contractor within 3 months from the date of expiry after ensuring completion of all the activities. The same is to be done on the specific recommendation/ approval of Commercial/Executing Agency/Construction Manager of the Unit/Region/site concerned.

b. Within Validity Period

In case, any Bank Guarantee is to be returned by BHEL due to fulfillment of the Contractual Commitments by the concerned of the contractor/sub-contractor/vendor within its validity period, the same has to be done on the specific recommendation/ approval of Commercial/Executing Agency/Construction Manager of the Unit/Region/site concerned after performing due-diligence.

x) Use of software

For timely and automatic alert in respect of Bank Guarantees due for expiration, use of software application is advisable. In case, the software is not available at a Unit, the same may be developed in a time bound manner.

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY
(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)
.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....1(Tender Conditions), M/s. having its registered office at2 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....3 invited by4.(name of the Employer) through its Unit at (

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of5 is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank] having our Registered Office at(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. 5(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

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

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

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

We, _____ Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of 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 Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the _____ we shall be discharged from all liabilities under this Guarantee.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed _____
- b) This Guarantee shall be valid up to _____
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

For and on behalf of

(Name of the Bank)

Date _____

Place of Issue _____

¹ Details of the Invitation to Bid/Notice Inviting Tender

² Name and Address of the Tenderer

³ Details of the Work

⁴ Name of the Employer

⁵ BG Amount in words and Figures

⁶ Validity Date

⁷ Date of Expiry of Claim Period

Notes:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

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

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

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 agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at _____² (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs. _____⁴ (Rupees -----)⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only),

we _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), , at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

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

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

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee

is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

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

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor 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. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed _____⁵
- b) This Guarantee shall be valid up to _____⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

¹ ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited

² ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

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

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

BANK GUARANTEE FOR ADVANCE

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited¹ (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 _____² (Name of the Vendor / Contractor / Supplier), with its registered office at _____² (hereinafter called "the Vendor/Contractor/Supplier" which expression shall include its successors and permitted assigns) a contract Ref No _____ dated _____³ valued at Rs _____ (Rupees -----) / FC _____ (in words _____) for _____⁴ (hereinafter called the 'Contract')

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

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

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

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

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

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

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

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

This Guarantee shall remain in force upto and including _____⁶ and shall be extended from time to time on the request of the Employer for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the 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 hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the _____⁷ we shall be discharged from all liabilities under this Guarantee.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed _____⁵
- b) This Guarantee shall be valid up to _____⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

For and on behalf of
(Name of the Bank)

Date _____.

Place of Issue _____.

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

² NAME AND ADDRESS OF VENDOR /CONTRACTOR / SUPPLIER

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE AND PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. In exceptional circumstances where advance payment is to be made to a vendor and the Unit has contractually agreed with the Contractor/ Vendor for periodic reduction in Advance Bank Guarantee, if required the following clause may be added in the BG Text-

ôThe liability under this Guarantee shall stand reduced proportionally on periodic basis, in accordance with the value of effected shipment/dispatches/services completed on written confirmation by BHEL.ô

5. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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) 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,

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.

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

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

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

We the _____ bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till

all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

This Guarantee shall remain in force upto and including _____⁷ and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁸ we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed _____⁶
- b) This Guarantee shall be valid up to _____⁷
- c) Unless the Bank is served a written claim or demand on or before _____⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated _____.

Place of Issue _____.

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

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

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

BANK GUARANTEE FOR RELEASE OF AMOUNTS WITHHELD/LIQUIDATED DAMAGES AMOUNT

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the 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) incorporated under the _____ having 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 _____ (Rupees _____)/FC _____ (in words _____) for _____⁴ (hereinafter called the 'Contract')

And Whereas the Vendor/Contractor/Supplier as per Contract should have completed the work/ supplies under the contract by _____ (date)

And Whereas as per terms and conditions of the Contract, the Employer is entitled to levy Liquidated Damages (LD) for delays/ shortfall in performance and the Employer has withheld an amount of Rs _____ by way of LD as per the Contract.

Now, on the request of the Vendor/Contractor/Supplier the Employer having agreed to release the amount of Rs _____ withheld from the Vendor's/Contractor's/Supplier's invoices as Liquidated damages under the terms and conditions of the Contract on production of a Bank Guarantee for Rs. _____ (Rupees _____ only).⁵

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

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

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

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

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

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

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

This Guarantee shall remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷ we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed _____⁵
- b) This Guarantee shall be valid up to _____⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated _____.

Place of Issue _____.

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE AND PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

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

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch** of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

BANK GUARANTEE FOR SUPPLY FREE ISSUE MATERIAL

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited¹ (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 _____² (Name of the Vendor / Contractor / Supplier), with its registered office at _____² (hereinafter called "the Vendor/Contractor/Supplier" which expression shall include its successors and permitted assigns) a contract Ref No _____ dated _____³ valued at Rs _____ (Rupees -----) / FC _____ (in words _____) for _____⁴ (hereinafter called the 'Contract')

AND WHEREAS the Employer having agreed as per the terms and conditions of the Contract to supply free issue material costing Rs. _____ for the manufacture/fabrication of the equipment at the 'Contractor/Supplier/Fabricator's' site on furnishing of a Bank Guarantee for Rs./FC _____ (Rupees/FC _____) in the manner hereinafter specified for the due safeguard of the free issue material, we, _____, (hereinafter referred to as the Bank), having registered/Head office at _____ and inter alia a branch at _____ being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount but not exceeding Rs/FC _____ (Rupees/FC -----) without any demur, merely on a demand from the Employer and without any reservation, protest and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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

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

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

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

We, _____ Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said 'Contractor/Supplier/Fabricator' from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier/Fabricator 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 'Contractor/Supplier/Fabricator' or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said 'Contractor/Supplier/Fabricator' or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Guarantee shall remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷ we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed _____⁵
- b) This Guarantee shall be valid up to _____⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated _____.

Place of Issue _____.

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS AND CONTRACT VALUE

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

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

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

Format of Letter for Extension/ Invocation of Bank Guarantees

Ref No

Dated

To

The Branch Manager

(Mention complete correct postal address of the BG issuing Bank Branch)

Dear Sir,

Sub: Bank Guarantee No dated issued by your bank valid upto for Rs
 in favor of M/s. BHEL. (Units name) on behalf of. (name of contractor/ vendor/ supplier etc.)

We refer to the above mentioned Bank Guarantee (BG) issued by your bank at the request of (Name of the contractor/ vendor/ supplier etc) towards.... (Nature of the BG issued) bank guarantee in favour of M/s. BHEL. (Unit's name) expiring on (validity date and the claim period). The said BG has to be kept valid till the full settlement/performance of the contractual terms and conditions entered into with (name of the contractor/ vendor/ supplier etc.). We have requested..... (name of the contractor/ vendor/ supplier etc.) to get the above said BG extended for a period of Months i.e. upto (dd/mrn/yy).

In case the validity period of the said BG is not extended within 15 days before the expiry date i.e. and received by us on or before ... or in case the bank is not in a position to extend the validity period of the BG for whatever reasons, then this communication shall be treated as **invocation** of the above said BG and also as our demand on you to pay us the amount of Rs (Rupees .. only) by means of Demand Draft/Banker's Cheque payable at (name of place)/ through RTGS (as per details attached) being the proceeds of the BG immediately on the date of expiry of the said BG, without any further intimation to you.

Please note that unless we revoke the claim under the above said BG in writing, your bank is liable to make the payment of the full amount of the BG forthwith to BHEL on

In the event this Bank Guarantee is extended for a period of at leastëë months and such letter of extension, duly executed on non-judicial Stamp Paper of requisite value, is received by us, this claim may be treated as withdrawn. It is requested that the extended Bank Guarantee should be send directly to BHEL.

This without prejudice to our rights under the guarantee and under the law.

Kindly acknowledge receipt of this letter.

Yours sincerely

FOR & ON BEHALF OF BHEL

(Authorised Signatory)

Copy forwarded to: (should be known to the bank).

The Officer concerned (name)

MIS

(Name of the contractor /vendor/ supplier etc. with Complete Postal Address).

Please arrange to extend the BG upto..... as advised by BHEL in our letter dated

(Separate letter also to be sent to the contractor /vendor/ supplier etc. well in advance) latest by..... under intimation to us, failing which this letter be treated as notice of invocation).

Notes:

- 1) To be typed on BHEL's Letter Head with full Postal Address of BHEL's Unit.
- 2) To be sent to the bank by Registered Post with Acknowledgement Due / scanned copy through email as well as through fax / Courier/ by hand (to be personally acknowledged) 60Days prior to the date of expiry of the BG in question and/or in accordance with the terms and conditions of the Guarantee deed.
- 3) Bank's acknowledgement of receipt of Extension/Claim letter should be positively obtained and the same should be preserved.

Format of Reminder letter to be sent to BG issuing bank atleast 15 days before expiry date of the BG in case the extended BG is not received in terms of contract from the issuing bank.

Ref No

Dated

To, .
The Branch Manager
(Mention complete correct postal address of the BG issuing Bank/branch)

Dear Sir,

Sub: Bank Guarantee No Dated issued by your bank valid upto for
Rs in favour of M/s. BHEL (unit's name) on behalf of (name
of contractor/ vendor/supplier etc.)

Please refer to our earlier letter No Dated requesting you to extend the above
Bank Guarantee (BG) for a period of Month(s) i.e. upto (date).

Till date we have neither received any advice from your bank nor received the extended BG in original as
requested by us in our letter dated (date).

In case the said BG is not extended as requested by us in our letter dated, this letter shall also be treated
as **demand for invocation** of the said BG. The amount of Rs (Rupees only) be paid to
BHEL positively on the date of expiry of the BG itself by way of Demand Draft/ Bankers cheque payable at
(name of place).

This without prejudice to our rights under the guarantee and under the law.

Kindly acknowledge receipt of this letter.

Yours sincerely

For & on behalf of BHEL
(Authorised Signatory)

Copy forwarded to:

The Officer concerned(name)

M/s

(Name of the contractor/ vendor/ supplier etc. with complete postal address) for information and necessary
action

Notes:

- (1) To be typed in BHEL Letter Head with full Postal Address of BHEL's Unit.
- (2) To be sent to the bank by Registered Post with Acknowledgement Due/ scanned copy through email as well as through fax / Courier/ by hand (to be personally acknowledged) atleast 15 days prior to the date of expiry of the BG in question and/ or in accordance with the terms and conditions of the guarantee deed.
- (3) Bank's acknowledgement of receipt of Extension/Claim letter should be positively obtained and the same should be preserved.

Format of third and final invocation letter to be sent to BG Issuing Bank five days before the of expiry of the BG, in case BG is not extended in terms of contract from by issuing bank.

Ref No

Dated

To,
The Branch Manager
(Mention complete correct postal address of the BG issuing Bank/branch)

Dear Sir,

Sub: Invocation of Bank Guarantee No Dated issued by your bank valid upto for Rs
in favour of M/s. BHEL. (unit's name) on behalf of (name of contractor/ Vendor/ supplier etc.)

Please refer to our earlier letter No Dated and letter dated wherein it was requested to extend the above said Bank Guarantee (BG) failing which to pay BHEL the amount of the BG by way of a Demand Draft/ Bankers Cheque.

Your bank has failed to renew the above BG till today as requested by BHEL. As already informed to you that the Contractor has failed to fulfill/ perform the said contract and in view of the same, we hereby demand and lodge our claim against the abovementioned Bank Guarantee for the payment of Rs (Rupees only). Please arrange to pay the amount by means of a Demand Draft/ Bankers' Cheque/ Through RTGS (as per details attached) today itself.

You are requested to immediately meet your obligation under the Bank Guarantee and make the payment.

Kindly acknowledge receipt of this letter.

Yours sincerely,
For & on behalf of BHEL
(Authorised Signatory)

Note:

- 1) To be typed in BHEL Letter Head with full Postal Address of BHEL unit.
- 2) To be sent to the bank by Registered Post with Acknowledgement Due/ scanned copy through email as well as through fax / Courier/ by hand (to be personally acknowledged) atleast 5 days prior to the date of expiry of the BG in question and/ or in accordance with the terms and conditions of the guarantee deed.
- 3) Bank's acknowledgement of receipt of claim letter should be obtained positively and the same should be kept on records.
- 4) This letter will also be taken by an authorized BHEL's official to the bank and acknowledgement is to be received positively. The matter is required to be followed up by the concerned official and efforts to be made for getting the payment immediately.

Format of Letter for Invocation of Bank Guarantees

Ref No
 Dated

To
 The Branch Manager
(Mention complete correct postal address of the BG issuing Bank Branch)

Dear Sir,

Sub: Bank Guarantee No dated issued by your bank valid upto for Rs in favor of M/s. BHEL. (Units name) on behalf of. (name of contractor/ vendor/ supplier etc.)

We refer to the above mentioned Bank Guarantee (BG) issued by your bank at the request of (Name of the contractor/ vendor/ supplier etc) towards.... (Nature of the BG issued) Bank Guarantee in favour of M/s. BHEL. (Unit's name) expiring on (date including the claim period).

We do hereby lodge our claim/ demand in terms of the Bank Guarantee and call upon you to immediately pay us Rsë ë ë ë ë ë (Rupeesë ë ë ë .only) by means of Demand Draft/Banker's Cheque payable at (name of place)/ Through RTGS (as per details attached)

Kindly acknowledge receipt of this letter.

Yours sincerely

FOR & ON BEHALF OF BHEL
 (Authorised Signatory)

Notes:

- 1) To be typed in BHEL Letter Head with full Postal Address of BHEL's Unit.
- 2) To be sent to the bank by Registered Post with Acknowledgement Due/ scanned copy through email as well as through fax / Courier/ by hand (to be personally acknowledged) sufficiently in advance before the date of expiry of the BG in question and/ or in accordance with the terms and conditions of the Guarantee Deed.
- 3) Bank's acknowledgement of receipt Claim letter should be positively obtained and the same should be preserved.
- 4) This letter will also be taken by an authorized BHEL's official to the bank and acknowledgement is to be received positively. The matter is required to be followed up by the concerned official and efforts to be made for getting the payment immediately.

List of Consortium Banks (As on 22.02.2017)			
	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

ANNEXURE 2

BANK GUARANTEE REGISTER

SL.N O	DATE OF RECEIPT	NAME OF THE BANK ALONG WITH BRANCH	ISSUE DATE	VENDOR/ CONTRACTOR	PURCHASE ORDER/CONTRACT AGREEMENT/WOR K ORDER NO	AMOUNT OF BANK GUARANTEE TO BE FURNISHED AS PER TERMS AND CONDITIONS	AMOUNT OF BANK GUARANTEE FURNISHED	ORIGINAL VALIDITY	EXTENDED PERIOD OF VALIDITY	ORIGINAL CLAIM DATE	EXTENDED PERIOD OF CLAIM DATE	DATE OF RETUR N	PARTICUL ARS OF LETTER NO. WITH WHICH RETURNE D
1	2	3	5	6	7	8	9	10	11	12	13	14	15

Online SRF Submission Procedure

Following are the formalities to be completed by your company for registration purpose.

NOTE: BEFORE PROCEEDING FOR ONLINE REGISTRATION " PLS READ STEPS FOR FILLING UP ONLINE REGISTRATION FORM - HELP MENU" - DETAILS ATTACHED WITH THIS MAIL

With effect from 01.04.2015 onwards, we have migrated to online Supplier Registration Form (SRF) as per our Corporate guidelines. **Supplier Registration Form (SRF)** is to be fed in our BHEL website portal – **ie., PDF documents of SRF and its annexure as called for shall be signed by authorized signatory & uploaded in portal.**

We request to visit our Web Site : www.bhel.com and click under heading "Supplier Registration" and fill up the **"Supplier Registration Form"** which is available in the Online Supplier Registration Portal.

Or else, copy the following URL Link and paste in the web link address: http://www.bhel.com/vender_registration/vender.php and proceed with.

Or else, type directly as <http://203.129.195.108>

Click the button "search material" on the home page of supplier registration portal and search thoroughly your required material / product

*After completing the material search then proceed for User Id & Password for filling up the details of registration requirements. **Note: If you are an already registered supplier with any of our BHEL Unit - pls select "existing permanent supplier" or else select "New Registration" and then proceed accordingly.***

Please note that for a foreign suppliers' there is a separate format to be filled in, which may be taken care suitably.

After successful submission of SRF along with all annexures as called for thro' online i.e., authorized signatory signed pdf documents of SRF and its annexures are to be uploaded thro' online portal and confirm the same in **"form dispatch"** area ie., registration part-4 – wherein supplier has to confirm that all the documents were submitted "online" and click the button **"confirm"**. After clicking confirmation button, the same will be appearing against BHEL Ranipet for registration.

Looking for a long successful & sustaining business association with BHEL.

Payment Mechanism at BHEL, Ranipet

(Effective for all tenders issued by BHEL Ranipet from 01 July 2011 onwards unless otherwise notified of change/s in writing given by an authorized official of BHEL, Ranipet)

BHEL, Ranipet's payment mechanism will be as follows: (All Bidders are requested to read this carefully and take note of it before submitting their offer)

All bills of Suppliers processed for payment by BHEL, Ranipet shall pass through the following mile stones:

- (1) Receipt of materials at BHEL, Ranipet Stores (evidenced by the Day-Book Number and Date generated at BHEL Stores, Ranipet) or Receipt of materials at Project Site / Destination specified in the Purchase Order (as evidenced by the acknowledgement given by the Consignee).
- (2) Acceptance of the supplied materials at BHEL Stores, Ranipet. (Proof of evidence: Stores Receipt voucher - Short form "SRV", raised by BHEL Stores, Ranipet referenced by the SRV Number and Date)
- (3) Receipt and Registration of the Bills / Invoices of the Supplier at BHEL, Ranipet Accounts Department. (evidenced by the ABS Number and Date)
- (4) Receipt of clarifications, if any that may be required by BHEL, Ranipet Accounts or Purchase Department, from the Supplier. (As evidenced by the IOM Inward Date)
- (5) Bill processing and passing.
- (6) Payment release.

All these events are transparently available in the SCM web-site of BHEL, Ranipet, { <http://bapscm.bhelrpt.co.in/purc> } which can be viewed by all registered suppliers with a password.

Allowed Time frames:

- A] From DB to SRV: 10 Days
- B] From SRV to ABS: 15 Days
- C] From ABS to Bill Pass: 07 Days (if Stage 4 above is not applicable)

OR

From IOM to Bill Pass: 07 Days (if Stage 4 above is applicable)

- D] From Bill Pass to Payment Release: As per payment terms of the Purchase order.

All Suppliers payment/s would be released based on seniority of receipt of the processed bills at the payment section of BHEL, Ranipet Accounts Department.

The seniority would be based on the sequence of milestone events listed above.

In the sequence of the bill processing the preceding mile-stone seniority will be void, if the subsequent event occurs beyond the permitted time frame between two successive events.

Thus for example:

Start seniority would be with the DB date.

If the SRV date is greater than 10 days of the DB date, then the seniority of the DB date would be replaced by the SRV date.

If the ABS date is greater than 15 days of the SRV date, then the seniority would be reckoned by the ABS date.

If the Bill pass date is greater than 07 days of the ABS date then the seniority would be the date of inward receipt of the IOM.

The logics of these sequence is that SRV, ABS, IOM inward entry are dependent entirely on submission of correct documentation by Suppliers, as called for in the Purchase Order. If the documents are correctly submitted each of the milestone listed above will occur within BHEL, Ranipet within the timelines specified above.

Hence, in their own interest all Suppliers are requested to take note of this process and comply with the same.

Caution: Suppliers' payments would get delayed / affected if they fail to adhere to the submission of the documents specified in the Purchase Order / Contract, since the listed milestone events occurrence are contingent upon the availability of the requisite documents.