

Enqslno	Materialcode	Description	Lot no	Qty	Unit	Dely dt	Destination	Bidder Response
1	RFW905680001	SUPPLY OF CSRL PIPE & FLANGE (ABOVE 500N B) AS PER ANNEX-1, TABLE-1 OF TECH SPEC BIFPCL:MAI:FGD:CSRLP-2:R00 & DRG NO: 1-FW-753-01027 REV00	1	1	ST	28-Feb-20	STORES/BHEL/BAP/R ANIPET-632406	
2	RFW905690001	SUPPLY OF CSRL MITRE BENDS (ABOVE 500NB) AS PER ANNEX-1, TABLE-2 OF TECHNICAL SPECIFICATION BIFPCL:MAI:FGD:CSRLP-2:R00 & DRG NO: 1-FW-753-01027 R00	1	1	ST	28-Feb-20	STORES/BHEL/BAP/R ANIPET-632406	
3	RFW905700001	SUPPLY OF CSRL REDUCERS (ABOVE 500NB) AS PER ANNEXURE-1, TABLE-3 OF TECHNICAL SPECIFICATION BIFPCL:MAI:FGD:CSRLP-2:R00 & DRG NO:1-FW-753-01027 R00	1	1	ST	28-Feb-20	STORES/BHEL/BAP/R ANIPET-632406	
4	RFW905710001	SUPPLY OF CSRL BLIND FLG & FLGD M/H COVER(HINGED)AS PERANNEX-1, TABLE-4 OF TECH SPEC BIFPCL:MAI:FGD:CSRLP-2:R00 & DRG NO: 1-FW-753-01027 R00	1	1	ST	28-Feb-20	STORES/BHEL/BAP/R ANIPET-632406	
5	RFW905720001	SUPERVISION OF CSRL PIPING ERECTION (> 500NB) AT SITE AS PER CL. 8 OF TECH SPEC BIFPCL:MAI:FGD:CSRLP-2:R00 FOR 30 DAYS	1	1	ST	28-Feb-20	SITE/MAITREE PROJECT	

Enq sno	Material code	Item Description	Qty	Unit	Quoted Currency	Exchange Rate	Rate/Unit in Quoted Currency	Unit rate in INR	Total rate in INR
1	RFW905680001	SUPPLY OF CSRL PIPE & FLANGE (ABOVE 500NB) AS PER ANNEX-1, TABLE-1 OF TECH SPEC BIFPCL:MAI:FGD:CSRLP-2:R00 & DRG NO: 1-FW-753-01027 REV00	1	ST					
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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 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

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.



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

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.

10. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

11. 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.

12. 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.

13. 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.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. 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.
16. 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)."
17. 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.]
18. This calculation sheet will be finalized based on the evaluation criteria specified in the NIT.
19. 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 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.)
20. Generally the start price for the RA would be the lowest of
- a) Lowest online 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. Reverse auction process would deemed to have started upon receipt of 'Online Sealed Bids' from the bidders within the prescribed time frame as per Business Rules.
22. After receipt of 'online sealed bids', the start price & bid decrement will be decided by BHEL and the same would be communicated to the service provider, to start the bidding process.
23. Only those bidders who have submitted the 'online sealed bid' within the scheduled time would be eligible to participate further in RA process. However, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder. In case of tie for H1 bid (identical online sealed bids), 15 minutes additional time

would be provided and all the participating bidders would be informed by mail/ message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.

24. If the lowest online sealed bid is the starting price, then the lowest bidder in online sealed bid 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.

25. If the start price is lower than the lowest online sealed bid, on acceptance of such start price by any bidder, this bid would be indicated as current L1 for further bidding.

26. In case of no further bidding, RA will be deemed to have been successful with current L1 bidder.

27. All bidders who had given online sealed bid would be able to see their rank and L1 price and their ranking L1, L2 etc. would be based on their last quoted price irrespective of quote received in RA or online sealed bid.

28. 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 four before removal of highest bidder.

c) In cases of tie among H1 bidders, even after extension of submission of online sealed bids once by 15 minutes.

d) 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), b) or c) satisfies.

29. In cases of failure of RA, sealed envelope price bids (of item(s) for which RA has failed) of all the techno-commercially qualified bidders would be opened and the tender would be processed accordingly. However, the envelope sealed bid(s) of techno-commercially acceptable bidder(s) who had agreed to participate in the RA and had failed to submit the online sealed bid would not be opened.

30. After declaring L1 upon completion of RA, the envelope sealed price bid of L1 bidder would also be opened for placement of order on lower of the two bids (RA closing price & envelope sealed price) and the offers would be processed as per extant their internal Purchase/ Works policy provisions of BHEL. Action as per NIT terms would be taken if online sealed bid is higher than the envelope sealed bid.

31. Relative position of bidders (for usage in cases of predefined splitting the quantities) would also include bidders who have given 'online sealed bids' but have not given further bids in auction. In case of splitting requirement, H1 bidder may be considered for counter offer if the pre-stated (NIT) numbers of suppliers do not accept the counter offer. However, principle of splitting to N-1 bidder would be maintained.

32. In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid would be considered and to be processed in line with 'Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012'.

33. For providing preference to domestically manufactured Electronic Products, in accordance with Department of Electronics and Information Technology (DeitY) Gazette Notification No. 33(3)/2013-IPHW dated 23.12.2013 and its related notifications issued from time to time, H1 bidder removed from further bidding would be considered for counter-offer to meet domestic bidder requirement for the item(s) under procurement.

34. 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.

35. 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	IEM	Address	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C-1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	H.No.B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	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.

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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.abcprocure.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

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 auto-extension 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 pre-specified 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.

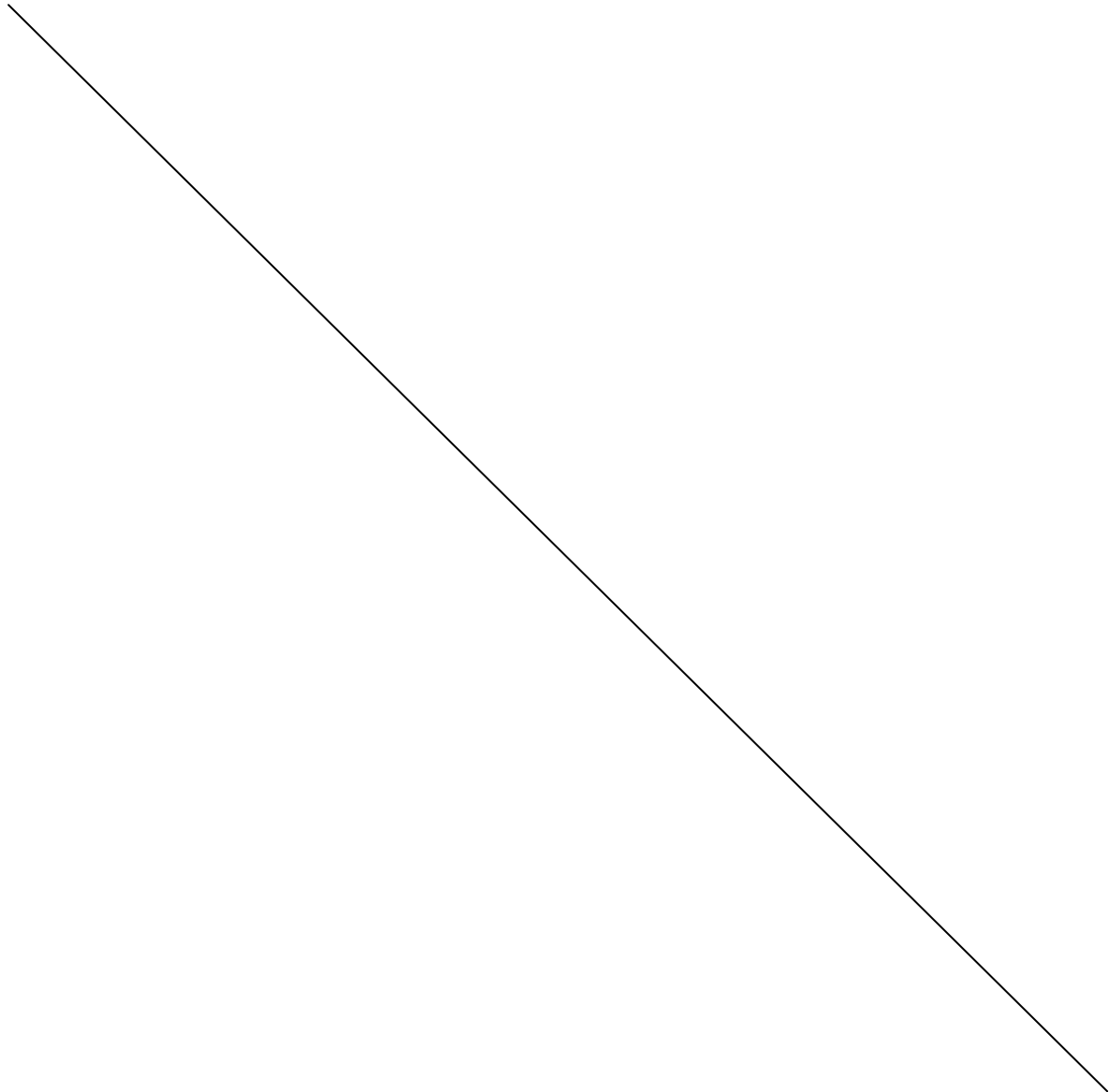


21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.

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	Terms of Delivery- Indigenous Suppliers : FOR Destination: Destination is STORES/BHEL/BAP/RANIPET-632406 as indicated in the enquiry header (Cost, Packing, Forwarding ,Freight & Insurance etc., are in Supplier's scope i.e. included in the quoted prices.)	
2	Terms of Delivery -Foreign Supplies : CFR Chennai Seaport (Cost, Packing, Forwarding & Freight etc., are in Supplier's scope i.e. included in the quoted prices). Insurance in BHEL Scope.	
3	Delivery Period: To mention clearly the exact delivery period as it attracts contractual penalty on delays.Delivery is the essence of the contract.	
4	Terms of payment for Indigenous Suppliers: (1).80% payment will be made directly thru' EFT within 45 day for MSE Vendors and 120 days for Non-MSE Vendors from the date of receipt and acceptance of materials at STORES/BHEL/BAP/RANIPET-632406. (2).Balance 20% payment will be released within 45 days from the date of Erection & Commissioning (E&C) certificate issued by BHEL site officials and on submission of invoice. If E & C not completed on or before 23.08.2020 for Unit-I and 23.02.2021 for Unit-II then 20% payment will be released within 45 days from the date of 23.08.2020 for Unit-I and 23.02.2021 for Unit-II. (3).100% Supervision charges for erection and commisiong (E&C) will be paid on successful completion of E&C agaisnt submiision of invoice with E&C completion certificate issued by BHEL site officials. If any supplier is asking 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 "MCLR 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. (For detials PI ref Annexure-B-General Terms and conditions.). All bank charges are to seller's account. (4). No advance payment is applicable. (5). No LC payment term is applicable.	

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
5	Terms of Payment for Foreign Suppliers: (1). '80% thru' irrevocable & unconfirmed LC with 120 days usance period from the date of submission of negotiable documents. LC will be established within 3 months prior to PO delivery date through any one of our Bankers listed elsewhere in the tender conditions for 80% value (less Agency Commission, if any) valid upto the PO delivery period and 21 days thereafter for negotiation. (2). Balance 20% payment will be released on submission of invoice directly to BHEL/Ranipet within 45 days from the date of Erection & Commissioning (E&C) certificate issued by BHEL site officials. If E & C not completed on or before 23.08.2020 for Unit-I and 23.02.2021 for Unit-II then 20% payment will be released within 45 days from the date of 23.08.2020 for Unit-I and 23.02.2021 for Unit-II. (3). 100% Supervision charges for erection and commissioning (E&C) will be paid on successful completion of E&C against submission of invoice with E&C completion certificate issued by BHEL site officials. All bank charges in India to BHEL's account and all bank charges outside India are to Supplier's account. (4). No advance payment is applicable. BHEL reserves the right to 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. 45days / 90days. Other than BHEL preferred payment term, any demurrage or any	

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
6	Whenever there is an Indian Agent to represent a Supplier, it is mandatory to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of price bid opening. This is payable on satisfactory completion of the contract. Agency agreement copy shall be submitted along with Annexure-C without fail. Note: In order to maintain sanctity of the tender system, it is mandatory that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers all such offers will be rejected.	
7	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 no deviation is allowed.	
8	PERFORMANCE BANK GUARANTEE (10% OF ORDER VALUE): REQUIRED for a period of 27 months (24+3) from the date of handing over of material to BIFPCL (including 3 months retention period). If any supplier is asking for any deviation or non-acceptance, then suitable loading on cost will be considered (10% value PO value for 27 months from 23.08.2020 for Unit 1 and 23.02.2021 for Unit-2). Loading of any deviation 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 relaxation sought by bidders.	
9	OFFER Validity: Minimum 90 days shall be offered from the date of Techno Commercial Bid opening (Part-II) or 30 Days from the date of Reverse Auction/Price bid opening and which ever occurs later will be considered. The specific acceptance for this offer validity is must.	
10	Clientele List: Supplier to submit detailed clientele list with their full address including detail of contact person with phone no., fax no. & e-mail ID as per respective clause of Annexure - B (General terms and Conditions).	
11	Price bid opening through Sealed bid / Reverse Auction: BHEL reserves the right to conduct RA/Sealed bid opening depending on the tender outcome. Supplier confirmation required. The sealed price bids alongwith the impact price bids arising out of techno commercial discussions already available with BHEL only will be opened. Please note that no impact price due to non-conductance of RA will be accepted.	
12	Test Certificate: To be submitted. With Chemical and Mechanical properties and dimensions as per Standards and our Technical Delivery Conditions and shall be as per Annexure Q	

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
13	QP: Specific conformation to Submission of manufacturer/vendor quality plan for our review and approval and shall be as per annexure Q	
14	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.	
15	Warranty shall be as per technical specification	
16	Inspection before despatch: Inspection before despatch at supplier's works by BHEL / BHEL appointed Inspection agency / Customer / Customer appointed inspection agency. And other details shall be as per Annexure Q.	
17	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.	
18	Risk Purchase Clause (as per clause-I of Annexure-B) (Supplier Confirmation Required) and as per Terms and Conditions. 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.	
19	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.	
20	GSTIN of the supplier/Works	
21	HSN Code(S) of the items offered	
22	Firm Price: Prices shall be kept firm till completion of supplies and acceptance of materials at BHEL stores.	
23	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.	
24	MSE / Non MSE Status with proof for indigenous suppliers.	
25	For Foreign Offers -Manufacturers' Name and address:	
26	For Foreign Offers - Country of Origin:	
27	For Foreign Offers - Mills Letter of Authority	
28	For Foreign Offers- Agency Agreement	

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
29	Approximate weight and cubage of the consignment.	
30	It is mandatory to incorporate the following details in the Bill of Lading for Foreign Suppliers Import & export Code (IEC) of importer : BHEL, Ranipet IEC No: 0588138690/38	
31	It is mandatory to incorporate the following details in the Bill of Lading for Foreign Suppliers GST Identification No (GSTIN) of importer;	
32	It is mandatory to incorporate the following details in the Bill of Lading for Foreign Suppliers Official email id of importer (to be used for correspondence by shipping lines and Customs).	
33	Contact details of bidders: Contact person/Designation/Mobile No/Email ID/Fax No/Phone No etc.,	
34	Pointwise conformation/acceptance or comments to our technical specification is must and Each page shall be signed BY THE BIDDER and affixed official seal.	
35	The contractual delivery period will be reckoned from the date of LOI, which shall be binding on the contract. Suppliers shall quote their best delivery period. Delivery is the essence of all contracts for BHEL. 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 tenderers in the Bid. Bidders, who at the time of tender opening (Opening of Commercial Bids) have quoted for a delivery higher than the delivery required by BHEL, would have to accept the delivery period advised by BHEL. Such of those suppliers, who quote for higher than this delivery (i.e. do not meet BHEL delivery requirement) would not be considered for Price Bid Opening.	
36	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	
37	For this procurement, public procurement (preference to make in India) , order 2017 dt 15.06.2017 & 28.05.2018 and subsequent order issued by the restrictive 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	
38	Minimum Local content shall be 50%. Please furnish details of location where this value addition has been done (.....)	
39	Margin of purchase preference to make in India shall be 20%	
40	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	

Sl.No	Annexure - F to Enquiry 3891076E / 04122019 for Foreign Company / Principal / Mill / Manufacturers	Supplier Comments with necessary supporting documents
1	Name and Address of the Company	
2	Contact Details of Company : Contact person / Designation / Mobile No / Email ID / Fax No / Phone No etc.,	
3	Is the company already registered with any of the BHEL units?. If so details may please be given.	
4	Nature of Business and line of products with respective HSN	
5	Production Capacity per Annum with detailed Manufacturing / Testing Facilities. If required supporting documents shall be uploaded	
6	Report from third party business rating agencies like Dun & Brandstreet, Credit Reform etc.,. For any new supplier this document is mandatory and without which submitted offer is liable for rejection.	
7	Experience list / Performance Certificate for Offered / Similar products : Requested to attach list of present customers with name, address and contact details i.e. email/Phone No etc., for offered / similar type and size of item and equipment with whom you have continuous business since last three years.	
8	Framework Confidentiality Agreement cum Undertaking to be submitted along with offer.	
9	If Foreign Company/Principal/Mill/Manufacturers refuses to deal directly with BHEL (to be put on record) and insists on availing the services of an Indian Agent, deed of agency agreement between the Foreign Company / Principal / Mill / Manufacturers and Indian agent should necessarily be submitted. If not submitted offer is liable for rejection.	
10	In cases other than Indian Agents, valid authorisation certificates are to be submitted. However such authorisation certificates will be examined for technical suitability ,quality, guarantee, warranty, after sales support etc., If not submitted, offer is liable for rejection.	
11	For a document in language other than English, a self-attested English translated document to be attached	
12	Dealer / Trader / Distributor / Stockist / Channel Partners / Holding Company / Non-Manufacturer needs to submit an Authorization Certificate, clearly indicating the validity period as well as rights granted by respective Foreign Company / Principal / Mill / Manufacturers to them. i.e. to negotiate / quote / supply / after sales service etc	
13	Quality - Requested to enclose copy of certificate for Quality Management System (QMS) obtained and Table of Contents of quality manual.	
14	If not certified for ISO 9001, requested to enclose copy of Company owned Quality Management System or written down procedure	
15	Banker's Certificate- Requested to enclose banker's certificate certifying credit worthiness.	

Sl.No	Annexure-Q to Enquiry 3891076E / 04122019	##Specific confirmations by the manufacture
1	Quality Plan Requirement:	
1a.	(i) MQP (Manuafcutering Quality Plan) shall be submitted in attached format for BHEL/Customer review & approval. Typical MQP is attached for indicative purposes for guidance & use.	
1b.	(ii) MQP shall invariably cover w.r.t Inward inspection including on Raw materail Procurement, In process and Final inspection in elaborated way/details.	
1c.	(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.	
1d.	(iv) No deviation on BHEL/Customer approved MQP is acceptable.	
1e.	(v) Bidder shall agree to submit all cross referred documents other than codes/standrads to BHEL/Customer/Consultant.	
2	Important Notes shall be included in MQP : (a) Latest revision of Standard s & Specification shall apply. Only International Standards are applicable. Indian & Chinese Standards are not applicable (b) Materials shall be procured in compliance to Functional Technical Specification. (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	Domastic / Inland Inspection will be carried out by BHEL/BHEL apointed Third Party Inspection Agency (TPIA) / Customer/Customer Apointed Inspection Agency/Consulatnat. 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 Bidder but importing from Foreign Sources: (1) Any one of the flollowing 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 on their own , then these charges non claimable by the bidder. 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 Lloyds 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 to Enquiry 3891076E / 04122019	##Specific confirmations by the manufacture
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 materail / items shall be despatched without getting the written communication from BHEL / Customer inspection carried out by BHEL/BHEL apointed Third Party Inspection Agency (TPIA) / Customer/Customer Apointed Inspection Agency/Consulatnat. 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). 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 adavnce before proceding 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 + Mechnaical + 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 / Seaworthy Packing shall be as per BHEL Packing schedule / approved drg / sketch. This shall be ensured to take care tarnsit / handling / transhipment 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 accreadted 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	## Necessorily 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.	

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 :

- 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 i

- 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 at 2 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....3 invited by 4.(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 _____ 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& 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& (BHEL& 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-

The 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.

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 é é é é é é é ..(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) incorporated under the é é é é é é é ..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 é é é é é é é dated é é é é é é é é é é é é³valued at Rs é é é (Rupees -----)/FC é é é é é (in words é é é ..) for é é é é é é é é é⁴(hereinafter called the 'Contract')

And Whereas the Vendor/Contractor/Supplier has per Contract should have completed the work/ supplies under the contract by é é é ..(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 é é é é .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 é é é é é ..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 é é é é only).⁵

We, é é é é é é , (hereinafter referred to as the Bank), having registered/Head office at é é é é é . and inter alia a branch at é é é é 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 leasté é é 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 Rs. (Rupees 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

- 1) OFFER TO BE SUBMITTED THROUGH E-PROCUREMENT PORTAL, <https://bhel.abcpurchase.com/EPROC/>, OF M/S E-PROCUREMENT TECHNOLOGIES LTD, WHO IS OUR EPS SOLUTION PROVIDER.
- 2) BIDDERS ARE REQUESTED TO COMPLY WITH PRE QUALIFICATION REQUIREMENT (TECHNICAL). DOCUMENTARY EVIDENCE SHALL BE ATTACHED ALONG WITH YOUR TECHNO COMMERCIAL BID.
- 3) THIS IS A 2 PART BID TENDERING SYSTEM. THOSE WHO ARE QUALIFYING PART I (PRE QUALIFICATION BID) & (TECHNO COMMERCIAL BID) OPENING. THOSE WHO ARE PRE QUALIFICATION & TECHNO COMMERCIALLY ACCEPTABLE BIDDERS ONLY CONSIDERED FOR PART II (PRICE BID OPENING.)
- 4) PART 1 BID (PRE QUALIFICATION 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 IN COMPLETE OFFER AND OFFERS OF SUCH BIDDERS WILL BE REJECTED
- 5) PART-2 BID (PRICE BID)-BIDDER SHALL FURNISH THE PRICE DETAILS FOR ALL ENQUIRY LINE ITEMS.
- 6) PRICE PART TO BE IN EPS ONLY AND NOT IN TECHNO COMMERCIAL BID
- 7) PLEASE REFER ANNEXURE-B FOR OUR GENERAL TERMS AND CONDITIONS
- 8) BIDDERS ARE REQUESTED TO SUBMIT DULY FILLED ANNEXURE-C, ANNEXURE-F 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) DELIVERT TERM FOR IMPORT SOURCES IS "CFR CHENNAI SEA PORT" AND INSURANCE WILL BE TO BHEL A/C. APPLICABLE CUSTOMS DUTY, LOADING FACTOR WILL BE CONSIDERED FOR TRANSPORTATION CHARGES AND INSURANCE CHARGES FROM CHENNAI SEAPORT TO RESPECTIVE DESTINATIONS AS INDICATED IN ENQUIRY ITEM ANNEXURE WHILE ARRIVING TITOTAL COST TO BHEL.
- 12) FOREIGN BIDDERS ARE REQUESTED TO SUBMIT DULY FILLED ANNEXURE-F ALSO.
- 13) NOTE TO BIDDERS: WHENEVER REQUIRED DURING EVALUATION OF PQR 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.
- 14) CSRL PIPES & FITTINGS FOR MAITREE WILL BE EVALUATED TOGETHER AS A SET AND WILL BE PROCURED AS A SET. (ENQUIRY SL NO 01 TO 05)

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.

(To be executed on Non-judicial Stamp Paper for an appropriate value.
To be stamped as an agreement)

(For Suppliers on Unit's/Division's PMD)

Framework Confidentiality Agreement cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20__ (“Effective Date”) by and between

M/s BHARAT HEAVY ELECTRICALS LIMITED, having registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India), acting through its _____ Unit (hereinafter may be referred to as “BHEL” or “the Company”).

And

M/s _____ (address) _____
represented by authorized representative Sri _____ (herein after referred to as the “Supplier”).

The Supplier and the Company may, unless the context otherwise requires, hereinafter be collectively referred to as “Parties” or singly as the “Party”.

RECITALS

Whereas, BHEL is engaged in the design, engineering, manufacturing, construction, testing, commissioning and servicing of a wide range of products, systems and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable energy, Oil & Gas and Defence and providing associated services to varied customers in relation to which BHEL/its affiliates own valuable information of a secret and confidential nature.

Whereas the Company may, in connection with Contract(s) (as defined hereunder) placed or to be placed upon the Supplier, or otherwise, from time to time, make available, Technical Information as is defined hereunder.

And Whereas BHEL is willing to provide such Technical Information to the Supplier from time to time and the Supplier understands and acknowledges that such Technical Information is valuable for the Company and as such is willing to protect confidentiality of such information, subject to the terms and conditions set out hereunder.

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as under:

1. Definitions:

Unless the context so requires, in this Agreement, the following terms will bear the meaning ascribed to the said term in this clause.

- A. **“Contract”** means the Contract entered into with a Supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. **“Effective Date”** means the date of this Agreement as mentioned in the preamble of this Agreement.

- C. **“Supplier”** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
 - D. **“Technical Information”** includes Drawings, and/or Product Standards and/or Specifications and/or Corporate / Plant Specifications and/or Technological Process Sheets and/or Technical Data Sheets and/or Jigs & Fixtures and/or Pattern & Dies and/or Special Gauges and/or Tools etc. belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Supplier.
 - E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the Supplier under or in connection with a Contract.
 - F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (whether in terms of effectiveness or in terms of efficiency or both) of the product and/or the service to be provided by the Supplier under a Contract.
2. This Agreement shall come into force/deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the Supplier; whichever is earlier.
3. **Agreement deemed to be incorporated in each Contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contracts has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.
4. **Ownership:**
- 4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.
- 4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any license or rights of use of such patent,

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copyright or design or any other intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the Contract and/or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

- 4.3 Neither Party is obligated by or under this Agreement to purchase from or provide to the other Party any service or product and that any such purchase/sale of any product and/or service by one Party to the other Party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.
- 4.4 The Supplier is/has been made well aware and acknowledges that the Technical Information being/which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.
- 4.5 The Supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors/suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the Supplier or its employees or sub-contractors/suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.
- 4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights/title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings/documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvement in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to Improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the Supplier.

5. Use and Non-Disclosure:

- 5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the Supplier, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.

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- 5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.
- 5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the Product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and/or service to any third party, without the prior written consent of the Company.
- 5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the Supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is/was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the Supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.
- 5.5 The Supplier undertakes and agrees not to make copies or extracts of and not to disclose to others any or all of the Technical Information in its possession, except as follows:
- (a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.
 - (b) With the prior written consent of Company, the Supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
 - (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the Supplier intends to

make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

The obligations of the Supplier pursuant to the provisions of this agreement shall not apply to any Confidential Information that:

- a) was/is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing Party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

7. The obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of ----- years from the date when the complete Technical Information has been returned to the Company and if Technical Information has been returned in portions on different dates then, the period of ---- years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of ----- years.

8. Warranties & Undertakings:

a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.

b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material/documents belonging to him/it or to any other third party.

c) The Supplier further undertakes that he/it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and/or equipment of the Company, made available to him/it, and undertakes that he/it shall hold the same as a trustee, in capacity of custodian thereof and use/utilise the same solely for the purpose of executing the Contract awarded by the Company.

d) The Supplier further undertakes that he/it shall return all the equipment and/or Technical Information as far as practicable in the same condition in which the same was made available to him/it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or

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Contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and/or Technical Information/Improvement thereof. In case any such equipment and/or Technical Information or Improvement thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or Improvement thereto shall continue to be governed by this Agreement.

e) The Supplier undertakes to indemnify the Company for all the direct, indirect and/or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and/or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the foregoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 9(f) hereinabove, the Company shall have a right to withhold, recover and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him/it by any department/office/Unit/Division of the said Company.

10. Arbitration & Conciliation:

a) In case amicable settlement is not reached between the Parties, in respect of any dispute or difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract(or Agreement) or the respective rights and liabilities of the parties or in relation to interpretation of any provision of the Contract or in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference or controversy or claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In-Charge of the Unit/Division/Region.

b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute.

c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications or re enactments thereof and the rules made thereunder and for the time

being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at ----- **(Insert the name of the city/town of the concerned Unit/Division).**

d) In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

f) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Supplier shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

11. Governing Law & Jurisdiction:

This Agreement shall be governed by and be construed as per applicable Indian Laws in force at the relevant time.

Subject to clauses 10(a) and 10(d) hereinabove, all matters in connection with the subject agreement shall be subject to exclusive jurisdiction of Courts situated at -----**(insert the name of the place where the Unit/Division is located)**

SIGNATURE

WITNESSES

1

Name
Address:

2.

Name:
Address:

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:_____

(Name & Address) _____

List of Consortium Banks

Sl. No	Nationalised Banks	Sl. No	Public Sector Banks
1	State Bank of India	18	IDBI
2	Allahabad bank		
3	Andhra bank	Sl. No	Private banks
4	Bank of Baroda	19	Axis Bank
5	Canara Bank	20	HDFC
6	Corporation bank	21	ICICI
7	Central bank	22	The Federal Bank Limited
8	Indian Bank	23	Kotak Mahindra Bank
9	Indian Oversea Bank	24	Indusind Bank
10	Oriental bank of Commerce	25	Yes Bank
11	Punjab National Bank		
12	Punjab & Sindh Bank	Sl. No	Foreign banks
13	Syndicate Bank	26	CITI Bank N.A
14	UCO Bank	27	Deutsche Bank AG
15	Union Bank of India	28	HSBC
16	United Bank of India	29	Standard Chartered Bank
17	Vijaya Bank	30	J P Morgan

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.