



GENERAL TERMS AND CONDITIONS

TECHNO-COMMERCIAL CONDITIONS SHALL INTERALIA CONTAIN THE FOLLOWING:-

- I. COMPLETE TECHNICAL OFFER INCLUDING DETAILED SPECIFICATIONS, DRAWINGS, CATALOGUES AND TEST REPORTS ETC., AS REQUIRED TOGETHER WITH EXPERIENCE LIST TO BE FURNISHED.
PRICES SHALL NOT BE MENTIONED IN THIS OFFER. UNPRICED OFFER ONLY TO BE ATTACHED.

II. COMMERCIAL ASPECTS COVERING

- SCOPE OF SUPPLY :
- SCOPE OF WORK IF E&C ARE INVOLVED :
- STATUTORY LEVIES :
- TERMS OF PAYMENT :
- MODE OF PAYMENT :
- DELIVERY TERMS :
- GUARANTEE / WARRANTY OF THE EQUIPMENT INCLUDING BOUGHT OUT ITEMS
- TERMS FOR ERECTION & COMMISSIONING, SUPERVISION, IF ANY :
- BHEL'S SCOPE OF WORK / SUPPLY :
- AFTER SALES SERVICE :
- PACKING & FORWARDING
- TRANSIT INSURANCE AND FREIGHT
- APPROX SIZE OF THE PACKED MATERIALS, WEIGHT AND VOLUME
- LIST OF ALL BOUGHT ITEMS AND MAKES
- VALIDITY OF THE BID

III. COMPANY PROFILE

PARTIES SHOULD BE REGISTERED WITH THE CONCERNED EXCISE & SALES TAX AUTHORITIES AND SHOULD QUOTE RELEVANT REGISTRATION NO IN THE OFFER. RELEVANT REGISTRATION CERTIFICATE COPIES MUST BE ENCLOSED. AUDITED FINANCIAL RESULTS OF PREVIOUS TWO FINANCIAL YEARS SHOULD BE FURNISHED.

INDIAN AGENTS OF FOREIGN SUPPLIERS

- BHEL SHALL DEAL DIRECTLY WITH FOREIGN VENDORS, WHEREVER REQUIRED, FOR PROCUREMENT OF GOODS. HOWEVER, IF THE FOREIGN PRINCIPAL DESIRES TO AVAIL OF THE SERVICES OF AN INDIAN AGENT, THEN THE FOREIGN PRINCIPAL SHOULD ENSURE COMPLIANCE TO REGULATORY GUIDELINES, WHICH REQUIRE MANDATORY SUBMISSION OF AN AGENCY AGREEMENT.
- IT SHALL BE INCUMBENT ON THE INDIAN AGENT AND THE FOREIGN PRINCIPAL TO ADHERE TO THE RELEVANT GUIDELINES OF GOVT.OF INDIA, ISSUED FROM TIME TO TIME.
- THE AGENCY AGREEMENT SHOULD SPECIFY THE PRECISE RELATINSHIP BETWEEN THE FOREIGN OEM/FOREIGN PRINCIPAL AND THEIR INDIAN AGENT AND THEIR MUTUAL INTEREST IN THE BUSINESS, ALL SERVICES TO BE RENDERED BY AGENT/ASSOCIATE, WHETHER OF ENERAL NATURE OR IN RELATION TO THE PARTICULAR CONTRACT, MUST BE CLEARLY STATED BY THE FOREIGN SUPPLIER/ INDIAN AGENT. ANY PAYMENT, WHICH THE AGENT OR ASSOCIATE RECEIVES IN INDIA OR ABROAD FROM THE OEM, WHETHER AS COMMISSION OR AS A GENERAL RETAINER FEE SHOULD BE BROUGHT ON RECORD IN THE AGREEMENT AND BE MADE EXPLICIT IN ORDER TO ENSURE COMPLIANCE TO LAWS OF THE COUNTRY.
- ANY AGENCY COMMISSION TO BE PAID BY BHEL TO THE INDIAN AGENT SHALL BE IN INDIAN CURRENCY ONLY.
- TAX DEDUCTION AT SOURCE IS APPLICABLE TO THE AGENCY COMMISSION PAID TO THE INDIAN AGENT AS PER THE PREVAILING RULES.
- IN THE ABSENCE OF ANY AGENCY AGREEMENT, BHEL SHALL NOT DEAL WITH ANY INDIAN AGENT (AUTHORISED REPRESENTATIVES / ASSOCIATE / CONSULTANT OR WHATEVER NAME CALLED) AND



SHALL DEAL DIRECTLY WITH THE FOREIGN PRINCIPAL ONLY FOR ALL CORRESPONDENCE AND BUSINESS PURPOSES.

- THE "GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS ENCLOSED AT ANNEXURE-A SHALL APPLY IN ALL SUCH CASES.
- THE SUPPLY AND EXECUTION OF THE PURCHASE ORDER (INCLUDING INDIGENOUS SUPPLIES/SERVICE) SHALL BE IN THE SCOPE OF THE OEM/FOREIGN PRINCIPAL. THE OEM /FOREIGN PRINCIPAL SHOULD SUBMIT THEIR OFFER INCLUSIVE OF ALL INDIGENOUS SUPPLIES/ SERVICES AND EVALUATION WILL BE BASED ON 'TOTAL COST TO BHEL'. IN CASE OEM/ FOREIGN PRINCIPAL RECOMMENDS PLACEMENT OF ORDER(S) TOWARDS INDIGENOUS PORTION OF SUPPLIES/ SERVICES ON INDIAN SUPPLIER(S)/ AGENT ON THEIR BEHALF, THE CREDENTIALS/ CAPACITY/ CAPABILITY OF THE INDIAN SUPPLIER(S)/ AGENT TO MAKE SUPPLIES/SERVICES SHALL BE CHECKED BY BHEL AS PER THE EXTANT GUIDELINES OF SUPPLIER EVALUATION, APPROVAL & REVIEW PROCEDURE (SEARP), BEFORE OPENING OF PRICE BIDS. IN THIS REGARD, DETAILS MAY BE CHECKED AS PER ANNEXURE-B. IT WILL BE THE RESPONSIBILITY OF THE OEM / FOREIGN PRINCIPAL TO GET ACQUAINTED WITH THE EVALUATION REQUIREMENTS OF INDIAN SUPPLIER/ AGENT AS PER SEARP AVAILABLE ON WWW.BHEL.COM.

THE RESPONSIBILITY FOR SUCCESSFUL EXECUTION OF THE CONTRACT (INCLUDING INDIGENOUS SUPPLIES/ SERVICES) LIES WITH OEM/ FOREIGN PRINCIPAL. ALL BANK GUARANTEES TO THIS EFFECT SHALL BE IN THE SCOPE OF THE OEM/ FOREIGN PRINCIPAL.

IV. DELIVERY:

THE EQUIPMENT SHOULD BE READY FOR INSPECTION WITHIN 60 DAYS FROM THE DATE OF PO AND ERECTION & COMMISSIONING TO BE COMPLETED WITHIN A PERIOD OF 3 WEEKS FROM THE DATE OF CLEARANCE OF INSPECTION OF THE EQUIPMENT. THE COMMISSIONING PERIOD IS TO RECKON FROM DATE OF HANDING OVER OF SITE TO VENDOR BY BHEL. OTHERWISE, WHERE ERECTION AND COMMISSIONING BY THE VENDOR IS INVOLVED THE SUCCESSFUL COMMISSIONING DATE WILL BE RECKONED AS THE DELIVERY DATE.

V. DELIVERY TERM:

INDIGENOUS SUPPLIES: FOR - B.H.E.L.EPD, STORES [PACKING & FORWARDING, FREIGHT & INSURANCE ARE IN SUPPLIER'S SCOPE I.E. INCLUDED IN THE QUOTED PRICES].

FOREIGN SUPPLIES : FOB / FCA BASIS INCLUSIVE OF SEA / AIR WORTHY PACKING AND INCLUSIVE OF ALL CHARGES TILL FOB / FCA.

VI. VALIDITY OF THE OFFER:

75 DAYS FROM DATE OF OPENING OF TECHNO-COMMERCIAL BID, EXTENDABLE TO A MUTUALLY AGREED PERIOD. PRICE VARIATION CLAUSE WITHIN THIS PERIOD WILL NOT BE ENTERTAINED.

VII. PRICE IMPACT:

PRICES ARE TO BE INDICATED AS PER UN-PRICED BID AS PER DETAIL AS WELL AS IN CONFORMITY WITH TERMS AS SUBMITTED IN PART-I. ALL APPLICABLE TAXES AND DUTIES ARE TO BE INDICATED CLEARLY IN THE OFFER. THE COMPARISON BETWEEN INDIGENOUS AND FOREIGN BIDS SHALL BE DONE BASED ON LANDED (FOR DESTINATION) PRICE BASIS. PROCESSING OF ANY OPTIONAL ITEM IS AT THE DISCRETION OF BHEL. OFFER WITH ANY PRECONDITIONS FOR PRICE WILL BE REJECTED.

THE BIDDERS WILL NOT BE ALLOWED TO REVISE THE PRICE DURING VALIDITY PERIOD. IN CASE, OUT COME OF TECHNO-COMMERCIAL DISCUSSION HAS ANY PRICE IMPLICATION, ONLY CORRESPONDING **PRICE IMPACT** IS TO BE SUBMITTED BY THE VENDOR IN A SEALED COVER WHICH WILL BE OPENED ALONG WITH THE ORIGINAL PRICE BID ON THE SPECIFIED DATE.



VIII. PRICE EVALUATION:

PRICES SHALL BE CONSIDERED ON LANDED COST BASIS (COST TO BHEL). LANDED COST SHALL BE WORKED OUT ON PRICE QUOTED INCLUDING FREIGHT, EXCISE DUTY, AND SALES TAX AFTER TAKING OUT CENVAT AND VAT BENEFIT, AS APPLICABLE. THE COMPARATIVE STATEMENT SHALL BE WORKED OUT ON OVERALL LANDED COST BASIS FOR THE WHOLE PACKAGE.

- A) FOR THE PURPOSE OF COMPARING PRICES, TENDER PRICES SHALL BE CONVERTED TO INDIAN RUPEES AND THE CONVERSION SHALL BE MADE BY USING THE IMPORT BILLS RATE (IMP BILLS) (EXCHANGE) RATE QUOTED BY THE OFFICIAL SOURCE ON THE DATE OF OPENING OF TENDERS. THIS EXCHANGE RATE WILL BE FOLLOWED TILL PLACEMENT OF ORDER. THE COMPARATIVE STATEMENT OF THE PRICES PREPARED ON THE REFERENCE DATE SHALL REMAIN FIRM THROUGHOUT THE EXECUTION PERIOD. ANY CHANGE IN DUTY & TAX STRUCTURE DURING EXECUTION OF THE CONTRACT WILL NOT BE CONSIDERED FOR RE-RANKING OF VENDORS.
- B) THE LOWEST PRICE RECEIVED AGAINST BHEL TENDER NEED NOT BE COMMERCIALY LOWEST PRICE (L1) AND BHEL RESERVES THE RIGHT TO NEGOTIATE THE SAME
- C) BHEL RESERVES THE RIGHT/OPTION TO REFLOAT THE TENDER IF L1 PRICE IS NOT THE LOWEST ACCEPTABLE PRICE TO BHEL.

IX. PAYMENT TERM (Indigenous):

- 70% OF MATERIAL VALUE PLUS FULL TAXES & DUTIES IN 30 DAYS TIME FROM THE DATE OF SUPPLY AND ACCEPTANCE.
- 20% OF MATERIAL VALUE AFTER SUCCESSFUL ERECTION & COMMISSIONING ALONG WITH E&C CHARGES, IF ANY.
- 10% OF MATERIAL VALUE ON SUBMISSION OF PERFORMANCE BANK GUARANTEE ISSUED BY SCHEDULED BANK FOR A VALUE OF 10% OF TOTAL ORDER VALUE.
CORPORATE GUARANTEE IS NOT ACCEPTABLE.

ALL PAYMENTS WILL BE MADE BY WAY OF ELECTRONIC TRANSFER OF FUNDS (NEFT) SYSTEM. THE VENDOR SHOULD FURNISH THE NEFT MANDATE.

X. LOADING FACTOR:

IF THE OFFER IS NOT IN LINE WITH THE TERMS & CONDITIONS SPECIFIED BY BHEL, THE FOLLOWING LOADING CRITERIA WILL BE ADOPTED FOR EVALUATION.

- A) **PAYMENT TERMS:** FOR ANY DEVIATION TO THE PAYMENT TERM OFFERED w.r.t NIT, THE LOADING SHALL BE REFERENCED WITH PRIME LENDING RATE OF SBI + 2% FOR THE PERIOD OF RELAXATION SOUGHT.
- B) **TRANSPORTATION CHARGE:**
AS PER BHEL RATE CONTRACT PREVAILING ON THE DATE OF OPENING OF TENDER
- C) **TRANSIT INSURANCE:**
AS PER BHEL RATE PREVAILING ON THE DATE OF OPENING OF TENDER

XI. DEVIATIONS:

A SEPARATE SHEET INDICATING DEVIATIONS IN TECHNICAL SPECIFICATION, COMMERCIAL TERMS AND CONDITIONS TO BE ENCLOSED IN PART A OF THE OFFER.

XII. LIQUIDATED DAMAGES:

FOR ANY DELAY IN SUPPLY AND SUCCESSFUL COMMISSIONING OF THE EQUIPMENT, AN AMOUNT OF 0.5 % PER WEEK UP TO A MAXIMUM OF 10% OF THE ORDER VALUE WILL BE DEDUCTED



XIII. CLARIFICATIONS SOUGHT BY BHEL DURING TECHNICAL & COMMERCIAL EVALUATION

IN CASE, BHEL ASKS FOR ANY CLARIFICATION, THE VENDOR HAS TO SUBMIT THE SAME WITHIN THE SPECIFIED DATE OTHERWISE THE OFFER WILL BE EVALUATED CONSIDERING THE CLARIFICATIONS, IF ANY RECEIVED, AS ON THE SPECIFIED DATE. NO GRACE PERIOD OR LATE SUBMISSION IS ALLOWED

XIV. RISK PURCHASE CLAUSE:

BHEL, AT ITS OPTION, WILL BE ENTITLED TO PURCHASE ELSEWHERE AT THE COST AND RISK OF THE VENDOR, EITHER THE WHOLE OR PART OF THE GOODS WHICH THE VENDOR HAS FAILED TO DELIVER WITHIN THE STIPULATED TIME. THE VENDOR SHALL BE LIABLE FOR ANY LOSS THAT BHEL MAY SUSTAIN BY REASON OF SUCH RISK PURCHASES. BHEL RESERVES THE RIGHT TO CANCEL THE CONTRACT IN FULL OR PART, IF PERFORMANCE WITH RESPECT TO QUALITY AND DELIVERY IS UNSATISFACTORY; AND BHEL SHALL HAVE THE RIGHT TO ENTER INTO CONTRACT WITH OTHER VENDORS AGAINST SUCH CANCELLATION OF CONTRACT AGAINST RISK PURCHASE CLAUSE.

XV. INSPECTION:

PRE DESPATCH INSPECTION OF THE MATERIALS WILL BE CONDUCTED BY BHEL AT VENDOR'S PLACE. FOR PRE DESPATCH INSPECTION, ADEQUATE NOTICE HAS TO BE GIVEN BY THE VENDOR FOR DEPLOYMENT OF BHEL'S PERSONNEL. BHEL HAS THE RIGHT TO REVIEW THE QUALITY PLAN OF THE MANUFACTURER AND ACCESS TO THE PROCESS DATA OF THE MANUFACTURER. ALL NECESSARY TEST & CALIBRATION CERTIFICATES SHOULD ACCOMPANY SUPPLY.

XVI. MAINTENACE MANUAL:

THE VENDOR SHALL PROVIDE THREE SETS OF OPEARTION AND MAINTENANCE MANUALS ALONG WITH THE RELEVANT DRAWINGS. THIS WILL BE CONSIDERED AS PART OF COMMISSIONING.

XVII. ERECTION AND COMMISSIONING:

IN CASE OF E&C IN THE VENDOR'S SCOPE, THE PERSONNEL DEPLOYED FOR THE JOB SHOULD HAVE THE NECESSARY CLEARANCE FROM HR DEPT OF BHELL. THE VENDOR SHOULD BRING ALL EQUIPMENT AND MANPOWER REQUIRED FOR ERECTION AND COMMISSIONING AS DETAILED IN THE THEIR SCOPE OF SUPPLY/WORK.

XVIII. TRAINING:

THE VENDOR SHALL TRAIN BHELL PERSONNEL ON OPEARATION AND MAINTENANCE OF THE EQUIPMENT.



ANNEXURE – A

Guidelines for Indian Agents of Foreign Suppliers

- 1.0** There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/retainer ship being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 Disclosure of Particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers.
- 2.1.1 The Bidder(S) Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is existing company and details of the same shall be furnished.
- 2.1.2 The amount of commission /remuneration included in the quoted price(s) for such agents/representatives in India.
- 2.1.3 Confirmation of the tender that the commission /remuneration, if any, payable to his agents/representatives in India, may be paid by BHEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:**
- 2.2.1 The Bidder(S) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well their status, i.e. whether manufacturer or agents of manufacturer holding the Letter or authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
- 2.2.2 The amount of commission/ remuneration included in the price(s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of Tender that the commission/remuneration, if any, reserved for the Tender in the quote price(s), may be paid by BHEL in India in equivalent Indian Rupees on Satisfactory completion of the project or supplies of Stores and spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.



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ANNEXURE – B

This format is applicable only to India Suppliers/ Agents supplying indigenous portion of Foreign Purchases. In all other cases, extant guidelines of SEARP, 2010 are to be followed.

| SEARP (SRF) Clause No | Detail |
|-----------------------|--|
| | Name & address of the firm |
| 1.0 | Products/Systems/Services being considered for |
| 2.0 | General Information |
| 2.2 | Name of Chief Executive |
| 2.3 | Details of authorized signatory |
| 3.0 | Ownership Information |
| 3.1 | Type of firm |
| 3.2 | Nature of Business <ul style="list-style-type: none">• Attach authorization letter and agency agreement from principal (from whom capital equipment is procured)• Attach copy of declaration from Foreign Principal for total guarantee warranty of indigenous supplies |
| 3.3 | Year of establishment |
| 3.4 | Year of commencement of business |
| 4.0 | Registration Particulars |
| 4.1 | Permanent Account No. |
| 4.2/4.3 | Sales Tax/ TIN no |
| 4.6 | Services tax. no. (in case of E&c) |
| 5.0 | Organisational strength |
| 6.0 | Other particulars |
| 6.1 | If the company is already registered with other units |
| 6.2 | Directors/ Partners, if related to any BHEL Employee |
| 6.9 | If any Ex BHEL Personnel Employed by the Company |
| 6.12 | Details of pending legal issues with BHEL |
| 6.13 | Bank Account information |
| 9.0 | Financial information |
| 9.6 | Sales/Turnover details of last 3 years (or from the date of incorporation whichever is less) |



ANNEXURE

BANK GUARANTEE FOR PERFORMANCE

To:
Bharat Heavy Electricals Limited,
Electroprocelains Division
Prof C N R Rao Circle
Opp. IISC, Malleswaram
BANGALORE 560012.

Bank Guarantee No :
Date of Issue :
Amount of Guarantee :
Guarantee cover from :
Last Date of Lodgement of Claim :

1. In consideration of Bharat Heavy Electricals Limited, having its Registered Office at Bangalore, India (hereinafter called "The Purchaser", which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having entered into a contract vide Purchase Order No..... Dated..... . With M/s.....having its registered Office at ----- (hereinafter referred to as "The Supplier" which expression shall unless repugnant to the administrators, executors and permitted assigns) for the supply of "xxxxxxxxxxxxxxxxxxxxxx" (which contract is hereinafter referred to as the "The Contract") and the supplier, having agreed to provide a Guarantee for Performance of the Contract in the Form of Bank Guarantee, we The..... (hereinafter called to as "The Bank" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) do hereby unconditionally and irrevocably guarantee and undertake to indemnify and keep indemnified the purchaser to extent of Rs..... (

) at any time against any loss, damage, costs, charges and expenses including due to faulty design, faulty materials and bad workmanship caused to or suffered by or that may be caused to or suffered by "the purchaser" on its mere written demand and without any demur, reservations, recourse, contest or protest and without any reference to "the supplier" to the extent aforesaid.

2. we "the said bank", further agree that "the purchaser" shall be the sole judge of and as to whether "the said supplier" has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs and expenses caused to or suffered by "the purchaser " on account thereof and the decision of the purchaser that the said supplier has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses including due to faulty design, faulty materials and bad workmanship caused to or suffered by or that may be caused to or suffered by "the purchaser" from to time shall be final and binding on us notwithstanding any difference between the PURCHASER and the SUPPLIER or any dispute pending before any court, tribunal application or any other authority to form.

3. We "the said bank" further agree that this guarantee shall come into force upon the. Effective Date as defined in bank performance guarantee clause of contract and shall remain in force for a period of 12 months from the date of commissioning or 18 months from the date of last dispatch whichever is earlier unless a notice or claim under this guarantee has been served on "the said Bank" before the expiry of said period of validity i.e..... inclusive of claim period in which case this guarantee shall be enforceable against "the said Bank".

4. "The purchaser" shall have the fullest liberty without affecting in any way the liability of "the said Bank" under this guarantee from time to time to vary any of the terms and conditions of the said contract or to extend time for



Performance thereof by "the said supplier" or to postpone for any time and from time to time any of the powers exercisable by it against "the said supplier" and either to enforce or forbear from enforcing any of the terms and conditions governing "the said contract" or securities available to the purchaser and "the said bank" shall not be released from its liabilities under these presents by any exercise by "the purchaser" of the liberty with reference to the matter aforesaid or by reason of time being given to the said purchaser or any other forbearance act or omission on the part of the purchaser or any indulgence by the purchaser to "the said supplier" or of any other matters or thing whatsoever under the law relating the securities would but this provision have the effect of so releasing "the said Bank" from its liability hereunder.

5. Our obligation to pay hereunder is as principal debtor and not as surety and it shall not be necessary for "to proceed against "the said supplier "before proceeding against" the Bank and the guarantee herein contained shall be enforceable against "the Bank" notwithstanding any other security which "the purchaser" may have obtained or obtain from "the supplier" at the time when proceedings are taken against "the said Bank" in any manner whatsoever.

6. Unless extended, this guarantee shall remain in force till provided however, that should it be necessary to extend we shall extend we shall extend forthwith the period of this guarantee on your request till such time as may be required by you.

7. We "the said Bank" further undertake not revoke the guarantee during its currency except with the previous consent of "the purchaser" in writing and agree that any change in the constitution of "the said supplier" or the bank shall not discharge our liability hereunder in any manner whatsoever.

8. Our liability under this guarantee is limited to Rs..... (Rupees

9. We have power to issue this guarantee in your favour and the undersigned who are executing this guarantee have the necessary power to do so on behalf of the Bank under the

10. This guarantee shall come into force immediately on release of payment of RS..... (Rupees) by the purchaser to the supplier.

"Notwithstanding anything contained herein:

- a) Our liability under this Bank guarantee shall not exceed Rs.....(Rupees).
- b) This bank guarantee shall be valid only up to And
- c) We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only and only if you server us a written claim or demand on or before

Place:

Dated:

Constituted Attorney



FORM NO. E – 5

Appendix -VIII

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)

MODEL MANDATE FORM

INVESTOR/CUSTOMER'S OPTION TO RECEIVE PAYMENTS THROUGH CREDIT CLEARING MECHANISM

SCHEME NAME AND THE PERIODICITY OF PAYMENT

1. INVESTOR/CUSTOMER'S NAME:

2. PARTICULARS OF BANK ACCOUNT

A. BANK NAME:

B. BRANCH NAME:

ADDRESS:

TELEPHONE NO:

C. 9- DIGIT CODE NUMBER OF THE BANK & BRANCH APPEARING ON THE MICR CHEQUE ISSUED BY THE BANK:

D. ACCOUNT TYPE (S.B ACCOUNT/CURRENT OR CASH CREDIT) WITH CODE 10/11/13:

E. I F S C NO.

F. ACCOUNT NUMBER (AS APPEARIG ON THE CHEQUE BOOK):

G. E MAIL ID: ADDRESS

(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque, or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)

P.T.O



3. DATE OF EFFECT:

I hereby state that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Date: (-----)
Signature of the Investor/ Customer

Certificate that the particulars furnished above are correct as per our records.

COMPANY STAMP (-----)

Date: SIGNATURE OF THE AUTHORIZED/ OFFICIAL

From the Bank



RESPONSE SHEET:

| SL NO | DESCRIPTION | BHEL REQUIREMENT | VENDORS' OFFER |
|-------|---|---|----------------|
| 1 | Terms of quote | | |
| | 1 A. (for Indigenous) | FOR BHEL- EPD STORES | |
| | 1 B. (for Imports) | FOB / FAS (Foreign port) | |
| | Taxes and duties | | |
| 2 | EXCISE DUTY/SERVICE TAX | % | |
| 3 | E. CESS | % | |
| 4 | CST/VAT | % | |
| 5 | CUSTOM DUTY | % | |
| 6 | CVD | % | |
| 7 | E. CESS & HIGHER E.CESS ON CVD AND ON CUSTOMS | % | |
| 8 | SAD | % | |
| 9 | PACKING & FORWARDING CHARGES | BY SUPPLIER | |
| 10 | FREIGHT & INSURANCE | BY SUPPLIER | |
| 11 | PAYMENT TERMS : (IMPORTS) | a) 70 % of PO Value within 60 days of dispatch of Material, through LC b) 20 % of PO Value and 90 % of commissioning charges on successful completion of Erection & Commissioning through TT. c) Balance 10% of PO value and Commissioning charges after Warranty period or on submission of PBG. | |
| 12 | PAYMENT TERMS: (INDIGENOUS) | - 70% of material value plus full taxes & duties in 30 days time from the date of supply and acceptance - 20% of material value after successful Erection & commissioning along with E&C charges, if any. -10% against PBG for 1 Year. corporate guarantee is not acceptable. | |
| 13 | ERECTION/INSTALLATION & COMMISSIONING | In the Scope of Supplier | |
| 14 | DELIVERY | The equipment should be ready for inspection within 60 days from the date of PO and erection & commissioning to be completed within a period of 3 weeks from the date of clearance of inspection of the equipment. | |
| 15 | LD CLAUSE | 0.5% per week up to a maximum of 10% of the total value of the order for delayed delivery | |
| 16 | RISK PURCHASE CLAUSE | AS PER BHEL NORMS | |
| 17 | WARRANTY | 12 Months from the date of E&C or 18 Months from the date f supply. | |
| 18 | VALIDITY | 75 DAYS | |
| 19 | ANY OTHER CLAUSE | | |

Please fill this sheet and send with Techno-Commercial offer duly signed