



RD:DP:MPX:F-04

Ref: 992100871

**BHARAT HEAVY ELECTRICALS LIMITED**  
CORPORATE RESEARCH & DEVELOPMENT DIVISION  
VIKASNAGAR, HYDERABAD - 500 093, INDIA

**ENQUIRY**

Print

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PHONES:23774494 (EXT:9804)

FAX : 91 40 23770698

Date 18-11-2021

**Enquiry for Supply, Installation and commissioning of Wet Chemical Process Tool**

Enquiry No:992100871

Enquiry Date : 18-11-2021

Due Date: 16-12-2021

Indicative Delivery Date : 28-02-2022

Sl.No	Item Description	Unit	Qty
1	Wet Chemical Process Tool	SET	1
2	Installation and commissioning of Wet Chemical Process Tool	SET	1

Please submit your quotation for the above material in sealed cover superscribed with enquiry no, enquiry date and due date subject to our enclosed terms and conditions. The quotations shall reach us on or before the due date by 12 noon. The tenders can also be dropped in the tender box kept at the security gate,BHEL R&D. In case you are not in position to submit the offer,please send reply suitably specifying the reasons.

Sl.No	Description	Document Ref.
01	Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

Ravi Singh  
Sr Engineer  
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## ENQUIRY & QUALIFYING CRITERIA

Volume - 1  
Enquiry No  
992100871

Supply, Installation and commissioning of Wet Chemical Process Tool

1	Tendor inviting officer / Authority, Designation and Address	Additional General Manager(MM) BHEL R & D, Vikas Nagar (Near Balanagar), Hyderabad -500093
2	Item Description - Qty	1) Wet Chemical Process Tool - 1 SET 2) Installation and commissioning of Wet Chemical Process Tool - 1 SET
3	Enquiry Reference no.	992100871
4	Indicative Delivery Date	28-02-2022
5	Due date, Time and place for submission of tender	16-12-2021 upto 12 noon. Sealed Quotations shall be addressed to Additional General Manager(MM), BHEL R & D Division, Vikas Nagar (Near Balanagar), Hyderabad AP,India Pin - 500 093 Quotations can also be deposited in the Tender box located at Security Gate of BHEL R & D BHEL shall not be responsible for any postal/courier delay.
6	Place, Date and time of Tech.Bid opening	Tender Opening Cell (Sangam) BHEL R & D Office. 16-12-2021, 2 PM
7	Mode of Submission of Tender	<p>Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below.</p> <p>1) First Cover shall contain:</p> <ol style="list-style-type: none"><li>Signed General Terms &amp; Conditions (GTC)</li><li>Filled and Signed Commercial Terms &amp; Conditions (CTC)</li><li>Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)</li><li>Signed commercial bid</li><li>Copy of Price-bid with price(s) cells blank (un-priced price bid) as per annexure</li></ol> <p>2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure.</p> <p>If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words.</p> <p>The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'rnd-eoffers@bhel.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered.</p> <p>The e-mail offers should have two attachments.</p> <p>1) One attachment shall contain</p> <ol style="list-style-type: none"><li>Signed General Terms &amp; Conditions (GTC)</li><li>Filled and Signed Commercial Terms &amp; Conditions (CTC)</li><li>Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)</li><li>Signed commercial bid</li><li>Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure</li></ol> <p>2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per</p>

	engineer per day etc as per annexure.
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	The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.
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**PRE QUALIFYING CRITERIA(PQC)**Volume - 1  
Enquiry No  
992100871

Supply, Installation and commissioning of Wet Chemical Process Tool

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Pre-Qualification Criteria	List of Customers (Industry/Institutes) to whom similar R&D tool/Production equipment are supplied to be provided by the bidder.	
2	Pre-Qualification Criteria	At least 2 similar systems should be in operation globally since last 2 years from the date of enquiry. Bidder to submit supporting documents i.e. PO copy and performance certificate etc. BHEL reserves the right to carry out independent verification of performance of the system and hence prospective bidders are required to give only references of those customers who are willing to confirm independent verification and not refrain the same on the grounds of confidentiality. P.S. Similar system means the basic functionality of the system should be as per sl. no. 1 of BHEL Item Specification of Wet Chemical Process Tool, irrespective of the scale of operation or throughput.	
3	Pre-Qualification Criteria	Networth of the bidder should be positive as per the latest financial year. Bidder to submit the documentary proof such as audited balance sheet, etc.	
4			
	Relaxation of Norms for Startups	The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for startups issued from time to time.	

**Signature of the bidder with Seal & Date**



## GENERAL TERMS & CONDITIONS (GTC)

Volume - 1  
Enquiry No  
992100871

Supply, Installation and commissioning of Wet Chemical Process Tool

SL.No.	Clause	BHEL REQUIREMENT
1	Preferences to MSEs	<p>The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.</p> <p>25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.</p> <p>The definition of MSEs owned by women Entrepreneurs is clarified as under:</p> <ol style="list-style-type: none"><li>In case of proprietary MSE, Proprietor shall be woman</li><li>In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.</li><li>In case of private limited companies, at least 51% shall be held by Women Promoters.</li></ol> <p>(Such enterprise will have to submit relevant document for proof of women ownership during offer submission)</p> <p>In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyog Aadhar Number along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid).</p> <p>Non submission of such documents will lead to consideration of their bid at par with other bidders. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before tender opening.</p> <p>No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening.</p> <p>Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "</p> <p>Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same.</p> <p>The sub-categories:</p> <ol style="list-style-type: none"><li>Enterprises owned by Scheduled Castes.</li><li>Enterprises owned by Scheduled Tribes.</li><li>Enterprises owned by other than above two categories</li></ol> <p>The enterprises under (a) &amp; (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note of tender condition also for any special instruction &amp; deviation from above.)</p> <p>If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible &amp; rest of 25% will be awarded to lowest quote of valid MSE supplier.</p>
		<p>For this procurement, the local content to categorize a supplier as a Class 1 Local supplier / Class 1 Local supplier/ Non-Local supplier and purchase preference to Class 1 Local supplier,</p>

2	Preference to Make in India	is as defined in Public Procurement (preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT
3	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
4	Discrepancy in words and figures	(a) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above. (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
5	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
6	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.
7	Packing	The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit.
8	Withdrawal	In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier through risk purchase.
9	Risk Purchase	In case of default/late delivery,BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.
10	Banned List	The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected.The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a> . Guidelines for suspension of business dealings with suppliers/contractors are available on <a href="http://www.bhel.com">www.bhel.com</a> under supplier registration page
11	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
12	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in news paper.
13	Foreign Vendors	BHEL will deal directly with foreign vendors, where ever required, for procurement of goods.However, if the foreign principal desires to avail of services of an Indian agent,then foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of agency agreement (as per *).  * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the agent, 3) Territory, 4) Agreement Period
14	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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
15	Signing & Stamping	Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

**Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder**

**Read and agreed for all the above general terms and conditions**

**Signature of the bidder with Seal & Date**



## COMMERCIAL TERMS & CONDITIONS (CTC)

Volume - 1  
Enquiry No  
992100871

Supply, Installation and commissioning of Wet Chemical Process Tool

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Validity of Offer	90 days from date of techno-commercial bid opening.	
2	Agency Agreement	<p>Guidelines regarding dealing with Indian agents of foreign suppliers</p> <p>1. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of agency agreement.</p> <p>2. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of government of India, issued from time to time.</p> <p>3. The agency agreement should specify the precise relationship between the foreign OEM and services to be rendered by Indian agent / associate, whether general in nature or in relation to the particular contract, must clearly be stated by the foreign supplier / Indian Agent. Any payment, which the Indian agent / associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee shall be brought out in record in the agreement and be made explicit in order to ensure compliance to the laws of the country.</p> <p>4. Any agency commission to be paid by BHEL to the Indian agent shall be Indian currency.</p> <p>5. When ever Indian agents are representing on behalf of their principals, the relevant authorization letter and agreement copy to be enclosed along with technical bid to consider the offer.</p>	
3	Nature of Vendor submitting the Offer	OEM / Agent / Representative / Dealer / Distributor / Stockist / Trader / Reseller / Channel Partner/ System Integrator / Any Other (Pl. Specify)	

**Note :** All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.

**Read and understood the above commercial terms and conditions**

**Signature of the bidder with Seal & Date**





## OTHER TERMS & CONDITIONS

Volume - 1  
Enquiry No  
992100871

Supply, Installation and commissioning of Wet Chemical Process Tool

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Taxes and Duties	Vendor shall inform HSN/SAC code and the breakup of the applicable tariff/taxes (CGST/SGST/IGST/UGST) based on from and to locations with individual components in part 1 bid.	
2	Details Required	PAN Number: GSTIN Registration Status: GSTIN No: GSTIN No. Issuance Date : Provisional/ Final Registration : Name of the Contact Person : Contact Phone / Mobile : Email id for correspondence : Address with PIN code and State:	
3	Special Note	Taxes and duties to be governed by GST acts. Strict adherence to new provisions by the vendors like timely submission of invoices, tax payment, filing of returns-GSTR-I etc. will form base of new regime for release of payment from BHEL. Hence, any financial loss occurred due to non-compliance of the GST provisions would be endured at defaulters end.	
4	Import License:	These items are being imported without any license under "Foreign Trade Policy 2015-2021", Export-Import Policy of India, General Provisions regarding Imports and Exports	
5	Concessional Taxes/Duties	Concessional taxes/duties: We are registered with DSIR vide TUV-RD/13/2021 dated 24th August 2021 as a research Institution, other than a Hospital, for the purpose of availing Customs duty exemption in terms of Government Notification no.51/96 – Customs dated 23-Jul-1996, Notification No. 24/2007 - Customs dated 01-Mar-2007 and Notification No. 43/2017 – Customs dated 30-June-2017; 45/2017-Central tax( rate) & 47/2017-Integrated tax(rate) dated 14-11-2017, No. 9/2018-Central tax(Rate) dated 25-01-2018, State & Union Territory Tax(Rate) and 10/2018-Integrated tax(Rate) dated 25-01-2018 as amended from time to time. Hence all offers falling under the said notifications shall be evaluated at available concessional rates. Please confirm acceptance.	
6	Price Basis	The prices shall be firm for entire period of contract. All foreign suppliers shall quote the lowest prices on CIP New Delhi Airport basis. All Indian suppliers shall quote the lowest prices on 'free delivery at BHEL ASSCP Stores, Gurgaon or F.O.R destination' basis only.	
		Payment 1) Through L/C: Please note Payment through Letter of Credit (L/C) is for foreign currency payments only. Where the payments are through L/C (L/C opening charges shall be loaded for landed cost evaluation), payment of Supply value shall be 80% on dispatch and 20% on issue of E&C Certificate. Payment of E&C Value shall be made against E&C certificate issued by BHEL. E&C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance test,	

training to operators etc, and Submission of Performance Bank Guarantee (PBG). The L/C shall be opened by BHEL as per following: (i) Within 30 days of receipt of acceptable CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the Supply value of PO (30% of 80%). Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24% to 80% of the Supply value of PO. The above L/C can be negotiated after the Shipment against submission of B/L or AWB and such other documents as mentioned in the PO. The above L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents. (ii) 15 days prior to the scheduled & confirmed arrival of the technicians of supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO plus 100% of the E&C value of PO. The validity of L/C would be sufficient to cover the period required for the completion of E&C plus 21 days as negotiation period. This L/C can be negotiated after: (a) Completion of E&C of the equipment in BHEL and against E&C certificate issued by BHEL and (b) Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 30 days beyond the warranty period with an additional claim period of 3-6 months, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO Value. The PBG confirmation charges shall be borne by vendor. Under all circumstances, CEBG shall be kept valid till PBG becomes operational. 2 Direct Payment (foreign and Indian Suppliers): In case of direct payment, 80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of supply value plus 100% of the E&C portion of PO Value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period with an additional claim period of 3-6 months by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor. 3. Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms: If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment/opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value. Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed: (A) Base rate of SBI as applicable on the date of tender opening + 6%, for the amount & period of relaxation sought by bidder. (B) On account of payment through LC if insisted by bidder, bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii)

		period and amount of LC as per prevailing bank rates.	
8	Penalty for delay in supply, E and C	<p>1 For the purpose of penalty for delay in E&amp;C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. 2 Penalty on delay in 'Supply' and/or 'E&amp;C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&amp;C'. The rate of penalty for delayed Supply shall be @ 0.5% per week or part thereof delay of total PO value (Supply+E&amp;C) in supply subject to a maximum of 10% of total PO value (Supply+E&amp;C). The rate penalty for delayed E&amp;C shall be @0.5% per week or part thereof of delay of total PO Value (Supply+E&amp;C) in E&amp;C subject to a maximum of 10% of total PO value (Supply+E&amp;C) Maximum penalty for delay in Supply and E&amp;C together shall be limited to 15% of total PO value (Supply+E&amp;C). In case PO includes more than one machine, the penalty shall be limited to 0.5% per week or part thereof of delay on total PO Value (Supply+E&amp;C) for the delayed machine. 3 Loading on account of non-acceptance of Penalty for delayed Supply and /or E&amp;C shall be as under: In case any bidder is not accepting the above penalty for delayed Supply and/or E&amp;C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. 4 In case, any shortage is noticed viz-a-viz PO requirement in the main equipment/spares, such shortages shall be replenished by supplier on for destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier. 5. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&amp;C period quoted by him.</p>	
9	CEBG	<p>CEBG shall be required for all POs where value (Supply +E&amp;C) of each P.O. is estimated to be more than Rupees 20,00,000/- (INR). The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value in the prescribed format within 30 days from the date of P.O. but before L/C opening. CEBG shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL . All bank charges on account of issuance and conformation of CEBG whether incurred in India or outside India will have to be borne by the vendor. CEBG shall be kept valid unit 30 days after the date of E&amp;C Certificate, which will be issued on completion of Erection &amp; Commissioning of equipment which includes erection, commissioning, job proving, performance test, training to operators etc. as prescribed in PO. If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.</p>	
		PBG of 10% of total order value is to be submitted by	

10	PBG	the successful vendor and shall be kept valid upto guarantee period with additional claim period of 3 - 6 months thereafter. The offers of the suppliers not accepting to this clause will be rejected. PBG must be submitted within 15 days from the date of completion of E&C.	
11	Interest of delayed submission of performance security (PBG/CEBG/SD)	“Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest”	
12	Integrity Pact (IP)	Integrity Pact (IP) (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. 1. Shri Arun Chandra Verma, IPS (Retd.) , acverma1@gmail.com 2. Shri Virendra Bahadur Singh,IPS (Retd.), vbsinghips@gmail.com (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with technocommercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only. Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials Whose contact details are provided below: Details of contact person (s): (1) Name: Ravi Singh (Sr. Engr.) Deptt: Purchase Address: Purchase Department, BHEL Corp. R&D, Vikasnagar Hyderabad 500042 Phone: 040-23882615, 9962078934 Email: r.singh@bhel.in Fax: (2) Name: Brajendra Singh Patel (Sr. Manager) Deptt: Purchase Address: Purchase Department, BHEL Corp. R&D, Vikasnagar Hyderabad 500042 Phone: 040-23882704, 9425601987 Email: brajendra1@bhel.in	
13	Price bid evaluation	All offers in price bid opening shall be evaluated in Indian currency based on unit price, packing & forwarding, taxes/duties, freight charges if any, exchange rate. Loading due to non-acceptance of our standard commercial terms will be evaluated as per the LOADING FACTORS form as enclosed along with the enquiry. The exchange rate declared by State	

		Bank of India under TT Selling rate on the technical bid open date shall be adopted for evaluating foreign currency bids.	
14	Dispute Resolution Clause/Arbitration Clause	Except as provided elsewhere in this Contract, in case parties have failed to resolve amicably through negotiation in respect of any dispute or difference; arising between them under or in connection with the contract or in relation to interpretation of any provision of the Contract; then, either the purchase or Supplier may give notice in writing to the other Party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given, such dispute or difference shall be settled by way of Arbitration through Sole Arbitrator to be appointed by BHEL R & D Unit Head to be agreed mutually by both parties in accordance with Arbitration and Conciliation Act 1996 and the amendments made thereof and the rules thereunder and any statutory modifications or re-enactments thereof for the time being in force shall apply to the arbitration proceedings under this clause. The Venue of the arbitration shall be place from where the purchase order or contract is issued. The award given by the arbitrator is binding on both parties. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.	
15	Jurisdiction	Subject to the arbitration in terms of clause above, the place from where the purchase order or contract is issued i.e. Courts at Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.	
16	Applicable Laws	This Agreement shall be governed by, interpreted and construed in accordance with laws of Union of India applicable herein, other than rules governing conflicts of laws.	
17	Force Majeure clause	If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is 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) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then 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 the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries	

**Signature of the bidder with Seal & Date**



## ITEM SPECIFICATIONS

Volume - 2  
Enquiry NO  
992100871

Supply, Installation and commissioning of Wet Chemical Process Tool

SL.No.	Item			
1	<b>Wet Chemical Process Tool</b>			
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1	Functional Requirement	A Wet Chemical Process tool suitable for industrial R&D is required for fabrication of c-Si PERC type solar cells; with alkaline bath for texturization and acidic/alkaline bath for Single Side Polishing. The supplier shall supply all the accessories etc. required for installation and commissioning of the system. Major features required for the system are given below.	
	2	General Features	Wafer size: Upto 210x210mm square/pseudosquare, Thickness 180 micron+-20 micron Wafer type: Mono crystalline Silicon wafer Transport velocity: Adjustable and suitable for the process Throughput: >50 wph Standard: Conforming to CE or equivalent Up time: >95% Dummy run: Feature for dummy run should be there to bypass any bath of the system Chemical Dosing: Dosing tanks should be provided for each process. Concentration of the chemical solution should be selectable through computerised recipe. Maintenance of the chemical composition and concentration of the solution should be automatic.	
	3	Basic Design	Material: PP (polypropylene) or equivalent No. of modules: As per the process given in Sl. no. 6 & 7. It may be taken care that there must be sufficient no. of modules required to carry out the complete process of texturization and Single side polishing without wasting the chemicals in each run. Covers: Transparent covers against each bath/station DI water gun: As per requirement. Operator Panel: Colour graphic display Exhaust/Drain: All exhaust connections on the top' each adjustable. Suitable drain to be	

		provided for complete drainage of the fluid. It may be noted that during the process if the chemicals in a bath are required to be taken out and stored in some other bath/container, provision for the same has to be made. The changing of the chemicals should be smooth and troublefree. All the necessary storage tank and accessories to be provided.	
4	Transport System	Material: PVDF or equivalent; suitable for the chemical solution beneath Construction: Transport system should be smooth such that the wafer can go floating or submerged as per the process requirement in each module. Speed of the rollers should be adjustable and suitable for the process.	
5	Input Unit	Material: PP or equivalent Loading: Manual and suitable for quoted throughput Preconditioning module to be provided as per process requirement	
6	Process 1	For alkaline texturization of the wafer such that uniform texturisation is achieved. For the removal of oxide layer a separate Acidic tank to be provided which shall be capable of taking the wafer in submerged or floating mode. Material: PVDF or equivalent The bath should be fitted with all the required elements for smooth processing such as level sensors, automatic valve, pumps, pipings, monitoring sensors, sieve etc. Temperature and Flow controls should be automatic. Suitable dosing tanks to be provided such that Composition and Concentration of the solution should be selectable from the HMI using different recipes. The composition of the solution should be maintained automatically during the process. Transport system inside the bath should be such that it enable smooth transfer of the wafers without compromising the process. Dry run of the process should be possible from the HMI. Chemicals: Chemicals and additives should be provided for 1+1 run of processing.	
		For acidic/alkaline Single side polishing of the wafer such that the front surface of the wafer is completely protected. To protect the front surface suitable setup for	



7	Process 2	<p>applying uniform water film to be provided so that the front surface is not damaged at all.</p> <p>Material: PVDF or equivalent</p> <p>The bath should be fitted with all the required elements for smooth processing such as level sensors, automatic valve, pumps, pipings,sieve, monitoring sensors etc.</p> <p>Temperature and Flow controls should be automatic.</p> <p>Suitable dosing tanks to be provided such that Composition and Concentration of the solution should be selectable from the HMI using different recipes. The composition of the solution should be maintained automatically during the process.</p> <p>Transport system inside the bath should be such that it enable smooth transfer of the wafers without compromising the process. Dry run of the process should be possible from the HMI.</p> <p>Chemicals: Chemicals and additives should be provided for 1+1 run of processing.</p>	
8	Rinser	<p>Rinsers to be provided as per the process requirement</p> <p>Material: PP or equivalent</p> <p>The bath should be fitted with all the required elements for smooth processing such as level sensors, automatic valve, pumps, pipings,sieve, monitoring sensors etc.</p> <p>Temperature and Flow controls should be automatic.</p>	
9	Chiller/Heaters/Buffer tank	<p>Suitable chillers/Heaters to be provided as per the process requirement.</p> <p>Buffer tank to be provided incase the different processes require chemicals to be changed.</p>	
10	Dryer	<p>Suitable for complete drying of the wafers fitted with all temperature and flow control.</p>	
11	Unloading	<p>provision for Manual unloading to be provided</p>	
12	Safety Interlocks	<p>The system should be fitted with all the relevant safety inter locks for safe operation. Suitable Temperature, flow and Pressure gauges in all modules. The system should comply with CE safety norms or equivalent. Alarm to be triggered both as sound, light and appropriate message on the monitor when any interlock fails. The potential hazard</p>	

		interlock should be active even in the manual mode.	
13	HMI	HMI and software for recipe driven operation with manual, automatic and service mode operation. Backup software to be provided.	
14	Power supply	Suitable for 3 Ph, 440 V, 50 Hz	
15	Utilities/Services	Requirement of UPS, clean room, chilled water, compressed air, House exhaust etc., need to be mentioned by the supplier	
16	Acceptance criteria for declaring the successful installation and commissioning of the system	For texturisation: Should be as per benchmark based on Surface roughness, WAR (Weighted average reflectance). WAR should be <12% (400-1000nm) For single side polishing: Complete protection on front side POC13 diffusion (Diffusion along the periphery shall be checked by sheet resistance measurement and should not decrease by more than 10% over bulk average value in a sample size of 50 wafers. Repeated results to be shown on minimum 50 wafers. 5 micron material removal from each wafers to be demonstrated. Single side reflectance after polishing should be greater than 35 %.	

2	<b>Installation and commissioning of Wet Chemical Process Tool</b>			
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1	Installation and commissioning	Commissioning charges as per BHEL: 5% of the basic cost of the equipment. The above charges includes services to be rendered at BHEL like commissioning, job proving, performance tests, and on-site training to the operators etc. The supplier shall quote these charges as ----% of the Basic cost of the equipment separately in the technical bid. Only in case where the quoted value is less than the value (in % ) specified above or separate value is not mentioned in the offer, value for commissioning shall be deemed to be considered as the value indicated above & accordingly supply value will be adjusted from that quoted value and balance will be released as commissioning payment as per payment terms under Commercial Terms and conditions of the enquiry.	

G	<b>General Specifications</b>			
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1	Operation and maintenance manual	2 set in English (both hard and soft	

		copy)	
2	Foot Print area	To be indicated by the vendor	
3	Delivery schedule for the scope of supply	To be indicated by vendor	
4	Delivery schedule for the scope of services	All the services i.e. Installation commissioning and training should be completed within one month from the intimation of site readiness by BHEL. These services have to be provided at BHEL-ASSCP Gurugram, Faridabad highway, Gurugram (25km from New Delhi International Airport)	
5	Training	Training has to be provided by installation engineers for all modes of equipment operation and maintenance along with accessories at the site of installation (BHEL-ASSCP Gurugram). Training should also be provided on safety features, task to be performed in case of emergency, etc. Detailed scope/daily schedule and duration of training has to be indicated. The training charges, if any, have to be quoted separately.	
6	Pre-dispatch Inspection	Supplier should intimate the readiness of the equipment before PDI. PDI of the equipment will be carried out at supplier's works by one BHEL engineer. The vendor shall give minimum of 45 days notice for PDI. Time frame for PDI to be intimated. Travel and Hospitality for BHEL Engineer shall be to BHEL account. PDI charges, if any, to be quoted separately.	
7	Warranty	Wherever required, and so provided in the specifications/Purchase Order, the seller shall warranty that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the warranty period, the delivery is found to be non-complaint, the seller shall on his own account, replace repair, or re-execute the delivery at Purchaser's discretion on the purchaser's first request or within the mutually agreed period, without prejudice to Purchaser's other legal rights. If the seller continues to default on their obligations, purchaser has the right to proceed to replace, repair or re-execute the order at the seller's expense, with or without help from third parties. Purchaser shall notify the seller of the exercise of this right in advance where ever possible. Unless otherwise specified, warranty	

		<p>period shall be 12 months from the date of commissioning. For bought out packages which are intended to be incorporated in installations or systems the warranty period shall not start until the time the installations or systems are commissioned, provided always that the period ends not later than 30 months after the date of supply of the goods.</p> <p>The warranty period shall be extended by the period during which the goods are not in compliance. A warranty period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery</p>	
8	Basic Cost of main equipment	Basic cost is the price of equipment quoted Sl. no. 1 of the enquiry i.e. Supply of Wet Chemical process tool.	

\* Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

**Signature of the bidder with Seal & Date**

**AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS**  
(PLEASE FILL UP THE FORM COMPLETELY IN CAPITAL LETTERS ON YOUR COMPANY LETTERHEAD ONLY)

Vendor Code (to be filled by BHEL)	
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Type of Request (Tick one)	NEW	CHANGE
1 Company Name		
2 Address		
3 City with PIN Code		
4 State		
5 PAN Number		
6 TIN/ VAT No.		
7 CST No.		
8 Service Tax No.		
9 Name of Contact Person		
10 Mobile number		
11 Ph. no. with STD Code		
12 Fax No. with STD Code		
13 Email ID		
14 Website (URL)		

**BANK DETAILS FOR EFT / RTGS**

1	Bank Name	
2	Branch	
3	Branch Code	
4	Branch Address	
5	Branch Phone No	
6	Account No.	
7	Account Type: SB/ Current/ other (Specify)	
8	MICR Code	
9	IFSC Code	

I, as an authorized representative / owner of the above named company, hereby state as under:

1. Enclosed here with a cancelled cheque in support of our company's bank details.
2. Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account.
3. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
4. I hereby certify that the particulars given above are true, complete and correct.
5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

Date :  
Company  
Seal

Authorised Signatory  
Designation :



RD:MPX:F-13

# Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

## VENDOR REGISTRATION FORM

(Indigenous supplier)

[FORM TO BE SUBMITTED\* BY THE BIDDER ALONG WITH TECHNICAL-BID]

Before filling, please refer to instructions on page-4

### 1.0 VENDOR PROFILE:

1.1 Name and address of the vendor:

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Phone Nos.:

Fax No.:

Email: 1.

2.

1.2 Local representative name & address in Hyderabad/Secundrabad :

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Phone Nos.:

Fax No.:

Email:

Contact Person:

Mobile No:

### 2.0 TYPE OF ORGANISATION:

PROPRIETORSHIP	Company:	Sister Concern ( mention vendor registration number of main organization)	
Partnership	CORPORATION	Small Scale Industry	ANY OTHER(Please specify)

In case of SSI unit, copy of registration to be enclosed. It is requested that MSME registration certificate to be enclosed and tick the following:

Type of Major Activity: Manufacturing / Service

Category of Enterprise: Micro / Small / Medium

Social Category : GENERAL / SC / ST / OBC

Udyog Adhaar Number (UAN): \_\_\_\_\_

### 3.0 ANNUAL TURN OVER:

#	Year	Turn-Over, Rs.

1	Current Year(budgeted)	
2	Previous year ( 200 - 0 )	
3	Prior Year ( 200 - 0 )	

**4.0 NAME AND ADDRESS OF THE BANKER:**

- 4.1 Bank Name  
4.2 Branch name  
4.3 Account number  
4.4 Account Type  
4.5 MICR Code:  
4.6 IFSC Code(RTGS/NEFT):  
4.7 Bank Phone number(s),

Blank cheque, duly cancelled, to be enclosed.

Please note that all payments shall be made through Electronic clearance services to your above account against the orders executed, if any.

**5.0 REGISTRATION PARTICULARS**(relevant copies to be enclosed)

- 5.1 IT Permanent Account No.(PAN):  
5.2 State Sales Tax/VAT Registration No:  
5.3 Central Sales Tax Registration No:  
5.4 ED Registration No:  
5.5 Service Tax Registration No:  
5.6 PF Account No:  
5.7 Labour Licence No:  
5.8 ESI Account No:

**6.0 CONTACT PERSON:** S/Sri:

Designation:

Phone / Mobile No:

**7.0 TOTAL NUMBER OF EMPLOYEES:**

Graduates(Engr/Scientists/Mgmt/Fin.)	Consultants	Workers		
		Sup./Skilled	Semiskilled	Unskilled

**8.0 LIST OF PRODUCTS/ SERVICES OFFERED:**

#	Products/ Services	Capacity
1		
2		
3		
4		
5		

**9.0 REFERENCE LIST :**

(Only recognized public and private sector companies, attach if printed copy available)

#	Customer	Volume / Year
1		
2		
3		
4		
5		

**10.0 INFRASTRUCTURE / FACILITIES:**

#	Facility (with specifications)	Age/ Year procured
1		
2		
3		
4		
5		

**11.0 REGISTRATION WITH OTHER BHEL UNIT/UNITS:**

#	Unit	Registration No	Year
1			
2			
3			
4			

**12.0 ANY OTHER INFORMATION :****DECLARATION:**

The information furnished above is true and authentic.

**(CEO / PROPRIETOR)**

**SEAL:**

**DATE:**

Note:

1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.
2. The competent authority reserves the right to accept or reject the registration.
3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.
5. AGM, Head (MM) may be contacted for clarification/additional information on registration.

**Instructions**

1. Fill all items. Please mention "N.A." for items/ clauses not applicable.
2. Use A4 sheets for this document and the enclosures. Use of additional sheets is permitted if space provided is not adequate.
3. Attach copies of latest documents in respect of items 5.0 (Registration no.s)
4. Photographs of registered office and the chief executive/proprietor shall be furnished.





RD:MPX:F-14

# Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

## SUPPLIER REGISTRATION FORM

(FOREIGN SUPPLIER)

ALL COLUMNS SHOULD BE PROPERLY FILLED IN THE SPACE PROVIDED FOR. WHEREVER IT IS NOT APPLICABLE PLEASE WRITE "NOT APPLICABLE". INCOMPLETE OR INCORRECT FORMS MAY NOT BE CONSIDERED.

### 1.0 GENERAL INFORMATION:

#### 1.1 NAME OF COMPANY

#### 1.2 DETAILS OF HEAD OFFICE:

ADDRESS :  
TELEPHONE :  
FAX :  
EMAIL :  
WEB SITE :

#### 1.3 DETAILS OF FACTORY/WORKS:

ADDRESS :  
TELEPHONE :  
FAX :  
EMAIL :  
WEB SITE :

#### 1.4 DETAILS OF MARKETING AGENT

ADDRESS :  
TELEPHONE :  
FAX :  
EMAIL :  
WEB SITE :

#### 1.5 CHIEF EXECUTIVE

#### 1.6 CONTACT PERSON(S)

FOR PRODUCT OFFERED

NAME(S) :  
OFFICIAL CPACITY :  
ADDRESS :  
TELEPHONE :  
FAX :  
EMAIL :

#### 1.7 YEAR OF ESTABLISHMENT

#### 1.8 PRODUCTION CAPACITY PER ANNUM

1.9 PARTICULARS OF PRODUCT INCLUDING  
SPECIFICATION AND RANGE OFFERED  
FOR REGISTRTION  
(Attach brouchers and catalogues)

1.10 NAME(S) OF BANKERS

1.11 BANKER'S CERTIFICATE

1.12 PORT OF LOADING

1.13 NEAREST AIRPORT

1.14 NAME OF THE INDIAN AGENT, IF ANY  
WITH AUTHORIZATION LETTER

**2.0 FINANCIAL INFORMATION:**

2.1 TOTAL CAPACITY

2.2 ANNUAL TURN OVER FOR LAST 3 YEARS

2.3 WHEHER CREDIT LICENSE ACCEPTABLE      YES/NO

**3.0 QUALITY MANAGEMENT SYSTEMS**

ENCLOSED FORMAT PART-B

3.1 EXPERIENCE LIST FOR SAME/ SIMILAR ITEMS  
TO BE ENCLOSED

**4.0 FUTURE EXPANSION PLANS:**

(Give details)

**5.0 LIST OF ENCLOSURES:**

(Including brouchers, catalogues, technical literature etc)

**6.0 ANY OTHER INFORMATION:**

SIGNATURE OF SUPPIER (Authorized signatory)

NAME :  
DESIGNATION :  
DATE :  
OFFICIAL SEAL

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Note:

1. BHEL Reserves the right to take penal action as deemed fit if any of the information provided by the vendor is found to be incorrect.
2. Please attach separate sheets, if space found is inadequate



# **Bharat Heavy Electricals Limited**

**Corp. R&D DIVISION**

**VIKAS NAGAR,**

**HYDERABAD- 500 093 (INDIA)**

RD:MPX:F-13

**Ph: 040 – 23772704, Fax: 040 – 23770698, email: mpx@bhelrnd.co.in**

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## **GUIDE LINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS**

- i. 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.
- ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- iii. The Agency Agreement should specify the precise relationship 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 general 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.
- iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- v. Whenever Indian agents are representing on behalf of their principals the relevant authorisation letter and agreement copy to be enclosed along with Technical bid to consider the offer.

**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.

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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) \_\_\_\_\_  
\_\_\_\_\_



## PROFORMA OF CONTRACT EXECUTION BANK GUARANTEE (CEBG)

In consideration of the Bharat Heavy Electricals Limited <sup>1</sup> (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 BHEL House, Siri Fort, New Delhi - 110 049, India through its Unit at Corporate R&D, Vikasnagar, Hyderabad - 500 093, Telangana, (name of the Unit) having agreed to accept ( Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_ <sup>2</sup> (hereinafter called the said Contractor which term includes supplier), under the terms and conditions of the Contract reference No. \_\_\_\_\_ dated \_\_\_\_\_ <sup>3</sup> valued at Rs. .... <sup>4</sup> ( Rupees -----) <sup>4</sup> (hereinafter called the said Contract) of Contract Execution Bank Guarantee 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. \_\_\_\_\_ <sup>5</sup> (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)] do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, \_\_\_\_\_ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. 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 relating thereto 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 erection and commissioning is completed and Performance Bank guarantee is submitted or till \_\_\_\_\_<sup>6</sup> office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory commissioning of the equipment and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>7</sup>, 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.

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.....<sup>8</sup>
- b) This Guarantee shall be valid up to .....<sup>9</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>10</sup> 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.....

(Signature of Authorised signatory)

\* This date to be indicated should not be earlier than 60 days after the date contemplated under the contract.

<sup>1</sup> NAME AND ADDRESS OF THE EMPLOER. I.e Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> PROJECT/SUPPLY DETAILS

<sup>5</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>6 and 9</sup> VALIDITY DATE: One Month beyond completion of E&C date

<sup>7 snf 10</sup> DATE OF EXPIRY OF CLAIM PERIOD: three to six months beyond validity date

<sup>8</sup> BG AMOUNT IN FIGURES AND WORDS.

**Note:**

**1. 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'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.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

## BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

&amp; 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 \_\_\_\_\_<sup>1</sup> through its Unit at.....(name of the Unit) having awarded to ( Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_<sup>2</sup> 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 .....<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees -----)/FC.....(in words.....) for .....<sup>5</sup> (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 -- -----<sup>6</sup> ( 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.....<sup>7</sup> 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 .....<sup>8</sup>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.....<sup>6</sup>
- b) This Guarantee shall be valid up to .....<sup>7</sup>
- c) Unless the Bank is served a written claim or demand on or before .....<sup>8</sup> 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.....

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> CONTRACT VALUE

<sup>5</sup> PROJECT/SUPPLY DETAILS

<sup>6</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>7</sup> VALIDITY DATE

<sup>8</sup> 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.

<b>List of Consortium Banks ( As on 22.02.2017)</b>			
	<b>Nationalised Banks</b>		<b>Nationalised Banks</b>
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		<b>Public Sector Banks</b>
3	Bank of Baroda	20	IDBI
4	Canara Bank		<b>Foreign banks</b>
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		<b>Private banks</b>
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