

PART-I
PURCHASE ENQUIRY

To M/s	Our E-mail : smb@bhelswr.co.in	
	ENQUIRY No :	WC/HQR/X042 E
	ENQ.DATE	29.01.2011
	DUE DATE	19.02.2011

Dear sir,

Kindly submit your sealed quotation by Speed Post / Registered Post / Courier / Air Mail in **two bids viz. (1) Technical cum Commercial Bid & (2) Price Bid.** for the material indicated below confirming acceptance to the terms and conditions enclosed ,so as to reach our office on or before 16.00 Hrs. (Indian Standard Time) on the due date. Quotation may be sent by Fax only if asked so by BHEL / with prior permission of BHEL.

S..N o	Description of Material	Unit	Qty	Delivery Schedule
01	Supply & commissioning of complete Strand Jack system along with its sub-assemblies and accessories like strand, controller, supporting structure, strand guide, strand dispenser and power system to power the strand jack etc. as per technical specification mentioned in Annexure-I, II & III.	Set	01-(Refer Technical Specification Annexure-I)	Within 2 months from the date of PO.

A) GENERAL TERMS AND CONDITIONS OF CONTRACT

Cl. No.	DESCRIPTION
01	'Technical cum Commercial Bid' and 'Price Bid' shall be sealed in two separate envelopes. Both these sealed envelopes shall bear distinct identification with regard to the type of bid and Enquiry number. These two sealed envelopes shall then be kept in a third envelope and superscripted with correct Enquiry No. and Due Date. The outer cover should be addressed to the issuing authority of this enquiry and shall also bear the name and address of the bidder. Tender should be free from OVERWRITING AND ERASURES. Bidder's authorized signatory must attest corrections, if any. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount in figures and words, amount quoted in words shall prevail.
02	Technical cum Commercial bid will be opened at 15.00(Indian Standard Time) on Due Date. The Technical cum Commercial bid should accompany copy of documents like authorized dealership certificate, earlier supply order details of similar equipment and their performance feed back from customers, company profile and present status, product catalogue of the models offered , technical specifications of the product, commercial Terms & Conditions, and other relevant documents etc.
03	Price bid of technically accepted bidders only will be opened. No revision of prices will be entertained after Tenders are opened, unless mentioned in our enquiry / asked so by BHEL.
04	Manufacturer's name, Trade Mark or Patent No. if any, shall be specified in the Technical cum Comm. Bid
05	Please mention the relevant national / international standard code of the product quoted for in the Technical cum Commercial bid.
06	The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
07	Late tenders (received after Due Date) will be rejected.
08	Price quoted shall be valid for 180 days from the date of opening

09	Price shall be quoted as per enclosed 'Price Format' only. Quotations not accompanying filled in 'Price Format' are likely to be rejected. Please fill in all the columns of all formats
10	SECURITY DEPOSIT: The supplier shall have to furnish Security Deposit (Cash/DD/Bank Guarantee from a Scheduled Bank) if so specified in the tender under Special Terms & Conditions.
11	PREFERENTIAL DELIVERY : It should be noted that if an Order is placed on a higher tenderer as a result of this invitation to tender, in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R. destination including all elements of freight, sales tax, duties and other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and contract.
12	In case of any contradictions between General and special terms and conditions, the provisions in Special Terms & Conditions will prevail.

B) SPECIAL TERMS AND CONDITIONS OF CONTRACT

CI No.	Description
1	QUALIFYING REQUIREMENTS OF BIDDERS FOR PARTICIPATING IN TENDER:- 1) Bidder must have supplied at least 2 sets of Strand Jack Systems of equal (as per Tender specification) or higher capacity during last 3 years (ending date of submission of tenders). 2) Bidder must submit Performance Certificates /Completion Certificate & copy of Purchase Orders along with contact details of customers for at least two sets of strand jack systems.
2	Tenders to be accompanied with full Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees Two Lacs only) from Indian bidders 'OR' US dollar 5000 (US Dollar Five Thousand only) from foreign bidders as per clause no. 6 of the Tender. Tenders not accompanied with full EMD will not be considered.
3	1. The bidder shall either be Manufacturer of the offered strand jack system or their authorized Indian agent. 2. In case the bidder is an authorized agent/dealer, they shall submit authorization of the manufacturer (OEM) along with the technical bid. 2(a) Precise relationship between foreign suppliers and their Indian agents and their mutual interest in the business to be disclosed. (b) Any payment, which the agent/associate receives in India or abroad, from the producer/supplier, whether as a commission or as a retainer fee, also need to be brought on record and made explicit so as to ensure compliance to tax laws and to prevent leakage of foreign exchange. (c) The amount of agency commission agreed to between the foreign principal and the Indian agent is to be specifically disclosed and the agency commission shall be paid in INR only by BHEL after deducting the amount from the total Order Value. (d) Indian agents of a foreign supplier who desire to quote on behalf of their Principal should be registered with DGS&D, Ministry of Finance in India. (e) It should be ensured by manufacturer that the Indian agent is not banned by BHEL. 3. The bidders shall enclose details/documents in support of 'QRs' given above in their technical bid (Part-I). For each qualifying requirement given above, the bidder shall submit the documents specifically in line with the Qualifying Requirements, such as copies of relevant Purchase Orders, contact details of clients, Certificates related to supply and operation of Strand Jack Systems etc as applicable along with the technical bid.
4	Please Ref Section-I & II (Scope of Associated Services & Supplies & Commercial Conditions)

Thanking you,

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LTD.

SR.ENGINEER
(PURCHASE)

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION – NAGPUR**

Purchase Enquiry No. WC/HQR/X042 E dt.29.01.2011

Section-I (Page 1 of 4)

Scope of Associated Services and Supplies

1) Sealing of Bids:

The bidder shall submit sealed tender in two-part bid system i.e. **Part-1** (Technical cum Commercial Bid) and **Part-2** (Price Bid). The bidders shall submit their tender in conformity of the following procedure.

Bidder shall submit the bid parts in separate sealed envelopes with prominent superscription like “**Part-1: Technical-cum-Commercial Bid**” (Covers-I) and “**Part-2: Price Bid**” (Cover-II as explained below) as applicable. Bidder shall also indicate on each of the envelopes the Enquiry Number and Last Date for Offer Submission as mentioned in the enquiry. Further details of the two sealed covers (envelopes) are as follows.

Cover-I shall contain:

- i) **‘EMD’ as per clause 2 of SPECIAL TERMS AND CONDITIONS OF CONTRACT by Demand Draft in favour of M/s Bharat Heavy Electricals Limited, Delhi/Noida failing which the offer is liable to be rejected. EMD shall be in separate envelope marked as “EMD for the Tender No.... Dtd....”**
- ii) **Technical specifications of the offered Strand Jack System as per Annexure-I** along with necessary catalogues, drawings, load charts and technical literatures for engine, torque convertor, load moment device, pumps and motors of the offered Strand Jack System.
- iii) **List of essential spares as required for two year operations to be submitted along with technical bid.**
- iv) The bidders shall enclose details/documents in support of ‘QRs’ given above in their technical bid (Part-I). For each qualifying requirement given above, the bidder shall submit the documents specifically in line with the Qualifying Requirements, as given above in the NIT.
- v) **Authorization from the manufacturer of offered strand jack system in favour of the dealer, in case the bidder is an authorized Indian dealer.**
- vi) **Order shall be placed on the original manufacturer (OEM) only.**
- vii) Details of safety devices / controls to be provided in the strand jack system as per standard and as optional.
- viii) **Rate Schedule (Un-Priced)—with a confirmation that all the items of the Rate Schedule of this NIT have been quoted.**
- ix) Complete information on **shipping weight and packing dimensions** (length, width & height) for each package.
- x) Details of service facilities available in India for ‘After Sales Service’.
- xi) Acceptance to commercial terms and conditions.
- xii) **‘Deviation Statement’ from tender conditions of this NIT as per Format A.**

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION – NAGPUR**

Purchase Enquiry No. WC/HQR/X042 E dt.29.01.2011

Section-I (Page 2 of 4)

Scope of Associated Services and Supplies

Cover-II shall contain:

As per Rate Schedule format enclosed **Annexure- II (A) for foreign bidders/Annexure II (B) for Indian bidders.**

The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. **The bidders are required to quote the rates as per rate schedule only, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected.** No cutting / erasing /overwriting shall be done in the price bid , or correction if any shall be duly authenticated by the signatory. **Quoted Prices shall remain firm till complete execution of the contract.**

Cover – III shall contain:

Cover-I (Technical cum Commercial Bid) and **Cover-II** (Sealed Price Bid))

Following should be super scribed on the envelopes of the two parts of the Bid.

Part I: Techno-Commercial Bid along with EMD:-

Tender for :
Tender No. : Due on :

Part II (Price bid)

Tender for :
Tender No. :

**Sr. Engineer (Purchase)
Bharat Heavy Electricals Limited
Power Sector – Western Region,
6th Floor, Shreemohini Complex,
345-Kingsway,
Nagpur-440001
Maharashtra, India
Tel No. 0091-712-3048600 to 605
Fax No. 0091-712-3048698 & 699**

2 General

- Bidder must submit offer without any deviation with regard to the terms & conditions of the purchase enquiry. In case Bidder needs any clarification on any aspect of the purchase enquiry, he must seek it at least one week prior to the Last Date for Offer Submission.
- BHEL reserves the right to accept any offer in full or in part, or accept/reject any or all offers.
- Bid documents should be free from **overwriting and/or erasing**. Corrections if any, must be made neatly and attested by Bidder's authorized signatory.
- All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION – NAGPUR**

Purchase Enquiry No. WC/HQR/X042 E dt.29.01.2011

Section-I (Page 3 of 4)

Scope of Associated Services and Supplies

- Offers should be only in **English** language. Should any multilingual technical literature, product catalogue, brochure, information, data sheet and drawings etc. form part of bid document, it must contain their **English** versions.
 - Offers received with any deviation in respect of Terms and Conditions or Bid Document without relevant information as described earlier here are liable for rejection.
3. The Jacks shall be **inspected** and **load tested** at **manufacturers' works** as per applicable standards/norms and mutually accepted Quality Plan. The bidder shall also conduct load test and overload test of the jacks at manufacturer's works in presence of BHEL inspection engineer. Expenses of BHEL inspection engineer towards to & fro travel between India & manufacturer's locations, stay and local conveyance in manufacturer's place will be borne by BHEL. **For inspection of Strand Jack System at manufacturer's works advance intimation shall be given by the supplier to BHEL which shall not be less than 30 days from the date of inspection.**
 4. **Manufacturer** shall **train** two persons of BHEL for the ordered strand jacks in **Operation and Maintenance** for one week duration at manufacturer's place. This training shall be imparted before inspection of the jacks. Training must include imparting information with regard to Constructional Features, Trouble Shooting, Electrical & Control Systems and Hydraulic Systems etc.
 5. **Installation and Commissioning** of strand jacks at destination project site will be done under supervision of competent engineer of the jack manufacturer. The Load Test and Acceptance Test shall be carried out after assembly and commissioning of jacks in presence of engineers from supplier and BHEL. At site, load test shall be carried out with maximum available load/loads according to the jacks Capacity Chart submitted with the Technical Bid. BHEL will take over the strand jacks after successful completion of such tests.
 6. Bidder/Manufacturer shall provide **service for commissioning** free of charges for **assembly & commissioning of strand jacks at site** and also services for a period of one week for training the BHEL's personnel after commissioning of the jacks. Expenses for to & fro travel and accommodation for Bidder/ Manufacturer's engineer between the place/country of origin and the destination site shall be borne by the Bidder. BHEL will provide free local conveyance at BHEL's project site for the period of stay of manufacturer's service engineer at project site.
 7. **Mandatory/Essential Spares:** Bidder shall furnish the list of such spares indicating Description, Part Number and Quantity of these spares with their Technical Bid.
 8. **Recommended Spares-** Bidder shall furnish list (indicating Description, Part Number and Quantity) of the recommended spare parts for two years operation as a part of the Technical Bid. Bidder shall also furnish the current price list for such spares with their Technical Bid.

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION – NAGPUR**

Purchase Enquiry No. WC/HQR/X042 E dt.29.01.2011

Section-I (Page 4 of 4)

Scope of Associated Services and Supplies

9. Supplier shall deliver a **brand new product** with latest and improved features. Supplier shall submit as a part of the delivery/dispatch document of each consignment a certificate confirming that the supplied goods are new.
10. **Service support** of the equipment under purchase is of utmost concern. Bidder shall elaborate on the service networks and spare parts availability, which shall ensure maintenance of the equipment after initial commissioning and completion of warranty period. In case service/spare parts facilities are not available in India, Bidder shall indicate the maximum possible turnaround time in making such services available from places outside India.
11. The equipment to be offered, should be of robust design and suitable for operations in **Indian (tropical) climatic conditions**, coastal saline atmosphere, ambient temperature of up to fifty degree Celsius (50⁰ C) and dusty atmospheric condition. The electrical and controls systems shall be suitable to withstand such tropical climatic conditions.
12. With the strand jacks, the Supplier shall deliver **one set of Tool Box** containing tools & tackles like Spanners, Screw Drivers, Allen Keys and any Special Purpose Tool(s) that are essential for assembly/erection/dismantling of the jacks in metallic tool box.
13. The supplied jacks shall be **painted** with at least one coat of primer and two coats of finish paint. Bidder shall furnish the painting schedule for the various parts of the jacks to take care of the ocean voyage and the tropical weather conditions in India.
14. The bidder shall furnish packing details for transportation of the jacks. Dimension and weight details for each and every package must be furnished with the technical bid in tabular form.
15. Bidder shall submit **Manufacturing Quality Plan**, and **repair procedure of jacks**.
16. **Drawing/Documentation-**
Bidder shall provide drawings and documents as specified below to BHEL for the strand jack before commissioning of the equipment.
 - Three sets of Operation and Maintenance Manual
 - Three sets of Equipment Parts List.
 - Soft copy of the aforesaid documents in CD.

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION – NAGPUR

Purchase Enquiry No. WC/HQR/X042 E dt.29.01.2011

Section-II (Page 1 of 10)

Commercial Conditions

1.0 Delivery Terms: F.O.B. (Nearest Air port/Port in case of foreign supplier)/Ex Works for Indian Suppliers

2.0 Packing, Shipment and Carriage

- 2.1 Seller shall provide adequate and safe packing according to customary industrial practice for such goods. Seller must take into consideration the various stages of handling and multi-modal means of transport the consignments involved while deciding on the packing. Method and material for packing should be carefully chosen particularly for parts susceptible to transit damage. Bidder shall furnish in their Technical Bid details of packing to be used by them.
- 2.2 Seller shall arrange the transport of consignments up to the nearest air port and hand over the same to the BHEL's authorised freight forwarders for onward shipment to the destination. .
- 2.3 Transshipment of consignments is not permitted. In the event of occurrence of unforeseen events after the dispatch of consignment, BHEL with the consent of their underwriter may allow transshipment. Seller shall obtain prior written consent of BHEL before any such transshipment.
- 2.4 Part shipment of material is not allowed. .
- 2.5 Seller shall indicate the names and addresses of Port Consignee (applicable for ocean transport) and Ultimate Consignee (applicable for all consignments) prominently on all the packages of every consignment.

3.0 Insurance: By BHEL.

Seller shall communicate the dispatch details of the consignment to BHEL for intimating to their underwriters. Dispatch details shall include names of consignor & consignee, Clean Air way bill number & date, name of Carrier, brief description of consignment, approximate value of consignment, place of origin of consignment and name of destination. In case all the aforesaid information is not available with the seller at the time of risk transfer, the seller shall communicate the available information without delay. Seller shall communicate the remaining information at the soonest possible. This is essential as per the insurance contract between BHEL and underwriter.

4.0 Export/Import Clearances and Documentation:

Seller shall arrange for necessary export clearance in seller's country including all expenses and documentation thereof.

BHEL will arrange for all import clearances at the port of destination in India including all expenses thereof.

5.0 Price Validity:

Bidder's quoted price shall remain valid for at least 180 days from the Last Date of offer submission for the purpose of issuing Purchase Order. Quoted price shall also remain valid till completion of the contract performance in all respects.

Bidder's quoted price shall be fixed one and not subject to any variations whatsoever till completion of the contract performance. A bid submitted with an adjustable or variable price shall be treated as non-responsive and BHEL will reject such offer.

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION – NAGPUR

Purchase Enquiry No. WC/HQR/X042 E dt.29.01.2011

Section-II (Page 2 of 10)

Commercial Conditions

6.0 Bid Currency:

Indian bidders shall quote the price only in Indian Rupees (INR). Foreign bidders may submit their bid either in US Dollar or, their home currency or, Indian Rupees. Bidder shall quote his price in any one of the currencies and not in multiple currency options.

7.0 Cost Evaluation:

BHEL will evaluate the bids on '**Total Cost to BHEL in INR up to Mumbai Air port/Port**' basis after adding up the following listed cost components.

- a) **Price** quoted by bidder (converted in INR in case of foreign bidders). TT selling rate as published in the Economic Times newspaper Mumbai edition on the date of price bid opening, shall be considered as the exchange rate for this conversion.
- b) **Insurance premium** as applicable based on the lowest rate quoted amongst underwriting companies. BHEL will obtain competitive quotes from at least four underwriting companies of India and the lowest rates so obtained shall be considered.
- c) **Excise Duty** amount for Indian Bidders unless the Bidder undertakes to furnish Excise Duty invoice to BHEL.
- d) **Value Added Tax (VAT) and other applicable taxes, duties and levy - for Indian Bidders**. The applicable rates shall be according to the latest notification by the concerned government authorities in India.
- e) **Import Duty with associated duties, levy and tax payable in India by BHEL - for foreign bidders**. The applicable rates shall be according to the latest notification by the concerned government authorities in India.
- f) **Port Clearance charges** payable by BHEL at ports of destination – for foreign bidders.
- g) BHEL's **expenses** towards opening and maintenance of **Letter of Credit**.

BHEL will furnish the applicable rates and charges with regard to various cost elements other than the price quoted by bidders as listed above before opening of the Price Bid.

8.0 Purchase Order (P.O.) and P.O. Acceptance

BHEL will issue written P.O. to the bidder whose offer is found acceptable in all respects. BHEL will send one copy of the P.O. through facsimile transmittal / e-mail (scanned copy) on the date of issue of P.O. Seller shall acknowledge receipt of the same by facsimile transmittal/e-mail within one working day of its receipt.

In case the seller finds deviations with regard to any terms and conditions of the P.O. with respect to the ones mutually agreed in the entire tendering process, he shall communicate the same within five working days of receipt of facsimile transmittal/e-mail copy. BHEL will issue necessary clarifications/corrections after receipt of such query from bidder.

Two originals of the P.O. will be dispatched through courier/airmail on the date of P.O. issue. Seller shall communicate unqualified acceptance of the P.O. by returning one original duly countersigned by his authorized signatory and stamped with his official seal within ten working days of receipt of the original P.O. and subsequent clarifications/corrections, if any.

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION – NAGPUR

Purchase Enquiry No. WC/HQR/X042 E dt.29.01.2011

Section-II (Page 3 of 10)

Commercial Conditions

9.0 Terms of Payment:

BHEL shall release payment as detailed below.

10.1 Payment to Foreign Suppliers

- a) BHEL shall pay **85%** (eighty five percent) of the agreed price through an irrevocable letter of credit (LC) which can be negotiated after the seller dispatches the complete strand jack system from the port of shipment. BHEL will open the LC at a mutually agreed point of time after the seller accepts BHEL's purchase order and it will remain valid till one month after the scheduled date of dispatch completion.

All costs towards opening and maintaining the LC in India for the aforesaid period shall be to BHEL's account, while all expenses in the seller's country shall be to the seller's account. In case it becomes necessary to extend the validity period of the LC beyond the aforesaid period for reasons not attributable to BHEL, the expenses thereof shall be to the seller's account. BHEL will recover such costs from the subsequent payments if any, else seller shall reimburse the cost to BHEL by way of an account payee demand draft payable at BHEL Nagpur.

BHEL will open the LC through its banker - State Bank of India (SBI), Nagpur Branch) in India. The LC will be payable at SBI branch in the seller's country and will be freely negotiable. Seller shall submit the following listed documents to the seller's bank for negotiation of the LC.

- a.1) Three originals of commercial **invoice** indicating the 100% agreed price of the crane and the net claimed amount for 85% of agreed price.
- a.2) One original and two authenticated copies of **Draft at Sight** claiming payment for 85% of the agreed price of the crane.
- a.3) One original and two authenticated copies of **Clean House airway bill** for all consignments of particular crane.
- a.4) Three originals of **Packing List**.
- a.5) One original and two authenticated copies of **Certificates of Origin** issued by the concerned Chamber of Commerce.
- a.6) One original and two authenticated copies of **Certificate of Joint Inspection** conducted at the manufacturer's works signed by BHEL or BHEL's authorized inspection agency and Manufacturer **OR** inspection waiver by BHEL.
- a.7) Three originals of seller's certificate confirming that **entire scope of supply** under the contract have been **completed**.
- a.8) Three originals of seller's certificate confirming that the goods supplied are **new**.
- a.9) Three authenticated copies of manufacturer's **Warranty Certificate** for the jacks.

Seller shall courier one set of photocopy of all the aforesaid documents directly to respective BHEL offices (payment centres) immediately after dispatch of strand jacks for information.

A sample format of LC is being provided with this purchase enquiry for information and ready reference to the bidders. LC for payment in the present case will be in the same format.

- b) BHEL shall pay **5%** (five percent) of the agreed price after the seller commissions and load tests the strand jacks successfully at ultimate destination (i.e. anywhere in India) and so certified by BHEL. The amount will be credited to the seller's bank account by telegraphic/ electronic transfer within three weeks of receipt of commercial invoice accompanied with successful commissioning cum load test certificate of BHEL.

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION – NAGPUR

Purchase Enquiry No. WC/HQR/X042 E dt.29.01.2011

Section-II (Page 4 of 10)

Commercial Conditions

- c) BHEL shall pay the remaining **10%** (ten percent) of the agreed price of strand jacks after passage of one year warranty period subject to the condition that the seller has discharged all his warranty obligations to BHEL's satisfaction. BHEL can make this payment earlier than this, but after successful completion of commissioning and load test at ultimate destination duly certified by BHEL, after receipt and acceptance of Bank Guarantee (BG) towards warranty obligation for equal amount and tenure. The BG format shall be with prior approval of BHEL and shall contain an additional claim period of three months beyond the warranty period. Payment mechanism will be same as in case of 'b' aforesaid.
- d) Seller shall furnish his bank account details (account number, name of bank, complete postal address, contact numbers, e-mail address and other relevant information) at the time of order acceptance.

11.0 Payment to Indian Suppliers:

- a) BHEL shall pay **85%** (eighty five percent) of the agreed price and **100% Duties and Taxes** by way of cheque payable at Nagpur or Demand Draft payable at sellers place/electronic transfer in seller's bank account three weeks after submission of the following-listed documents to respective BHEL offices. Bank charges for Demand Draft shall be to the seller's account.
 - a.1) One original and one authenticated copy of Commercial **VAT cum Excise invoice** indicating agreed sale price, Excise Duty percentage and amount, VAT percentage and amount and claim amount (85% of agreed sale price plus 100% Duties and Taxes).
 - a.2) Original Consignee Copy and one authenticated copy of **Lorry Way Bill** issued by transporters for all consignments of strand jacks..
 - a.3) One original and one authenticated copy of **Packing List**.
 - a.4) One original and one authenticated copy of **Certificate of Joint Inspection** conducted at the manufacturer's works signed by BHEL or BHEL's authorized inspection agency and Manufacturer **OR** inspection waiver by BHEL.
 - a.5) One original and one authenticated copy of seller's certificate confirming that **entire scope of supply** under the contract have been **completed**.
 - a.6) One original and one authenticated copy of seller's certificate confirming that the goods supplied are **new**.
 - a.7) One original and one authenticated copy of manufacturer's **Warranty Certificate** for the Strand Jacks,
- b) BHEL shall pay **5%** (five percent) of the agreed price after the seller commissions and load tests the strand jacks successfully at ultimate destination and so certified by BHEL. The amount will be credited to the seller's bank account by telegraphic/electronic transfer within three weeks of receipt of commercial invoice accompanied with successful commissioning cum load test certificate of BHEL.
- c) BHEL shall pay the remaining **10%** (ten percent) of the agreed price of strand jacks after passage of one year warranty period subject to the condition that the seller has discharged all his warranty obligations to BHEL's satisfaction. BHEL can make this payment earlier than this, but after successful completion of commissioning and load test at ultimate destination duly certified by BHEL, after receipt and acceptance of Bank Guarantee (BG) towards warranty obligation for equal amount and tenure. The BG format shall be with prior approval of BHEL

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION – NAGPUR

Purchase Enquiry No. WC/HQR/X042 E dt.29.01.2011

Section-II (Page 5 of 10)

Commercial Conditions

and shall contain an additional claim period of three months beyond the warranty period. Payment mechanism will be same as in case of 'b' aforesaid.

- d) Seller shall furnish his bank account details (account number, name of bank, complete postal address, contact numbers, e-mail address and other relevant information) at the time of order acceptance in case of opting for telegraphic/electronic transfer mode of payment.

11.1 Authentication of Payment Related Documents

All authenticated documents required for payment as aforesaid shall be endorsed as 'attested true copy' duly certified by seller's authorized signatory and stamped with seller's official seal.

12.0 Delivery Schedule:

BHEL prefers that seller to dispatch the strand jacks with all accessories within **two months** from the date of Purchase Order (P.O.) acceptance by seller. Bidders shall confirm the realistic delivery schedule in the Technical cum Commercial bid. BHEL may not accept unusually long delivery schedule offered by bidders and ask such bidders to improve upon the same.

13.0 Delay in Delivery and Consequence:

Seller shall dispatch the strand jack system according to the agreed delivery schedule. In case of delay in dispatch attributable to the seller, BHEL will have the rights to impose Liquidated Damages @ 0.5% of the agreed sale price for delay of every week or part thereof. The LD will be limited to 10% of the agreed sale price.

Date of the Clean House Air way Bill (for foreign suppliers) or Lorry Way Bill (for Indian suppliers) as recorded in case of the last of all consignments for a particular crane shall be reckoned as the date of dispatch for the concerned crane for this purpose.

14.0 Indian Agent & Agency Commission:

An Indian Agent can represent only one foreign supplier in response to this enquiry. Bidder shall furnish authenticated copy of the currently valid Agency Agreement / Authorization Letter with the offer. BHEL will not pay any agency commission to the Indian Agents.

15.0 Taxes and Duties:

15.1 For Foreign Suppliers:

Seller shall include in his price all applicable taxes & duties in his country. BHEL will pay all applicable taxes and duties in India.

15.2 For Indian Suppliers:

BHEL will pay all Taxes and Duties extra as applicable on the actual date of dispatch. Bidder shall furnish the VAT/CST and ECC registration numbers in the invoices, failing which BHEL will not be liable to pay such Taxes and Duties. Seller shall submit to BHEL Excise Duty invoice as specified elsewhere in this specification to enable BHEL avail input credit under CENVAT rules. In case the Bidder does not agree to furnish the aforesaid Excise Duty invoice, the amount of such Duty shall be loaded for evaluation of total cost to BHEL.

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION – NAGPUR

Purchase Enquiry No. WC/HQR/X042 E dt.29.01.2011

Section-II (Page 6 of 10)

Commercial Conditions

16.0 Bank Guarantees:

Seller shall furnish Bank Guarantees as applicable. Seller shall ensure that BGs are sent to BHEL directly from seller's bank and not through the seller. BHEL will confirm acceptance of the BG to the seller after its verification. Seller shall bear all expenses associated with the BGs. All Bank Guarantees shall be payable in India at any one of the following listed eleven banks.

1) State Bank of India, 2) State Bank of Hyderabad, 3) State Bank of Travancore, 4) ICICI Bank, 5) Canara Bank, 6) Bank of Baroda, 7) Punjab National Bank, 8) Deutsche Bank, 9) HDFC Bank, 10) Standard & Chartered Bank, 11) Citi Bank N.A, 12) IDBI Bank, 13) HSBC Bank and 14) ABN Amro Bank.

The 'agreed price' for the purpose of all BGs shall be the sale price exclusive of Duties, Taxes, Freight, Port Clearance Charges in India and Insurance etc. all of which are either payable extra by BHEL or in scope of BHEL.

The following Bank Guarantees are applicable for this contract.

16.1 Performance Bank Guarantee (PBG):

In case the seller opts to receive the last **10% of the agreed price** before the warranty period, he shall furnish a Bank Guarantee payable in India in any of the banks approved by BHEL, at no extra cost in the format prescribed by BHEL (which shall be sent at the appropriate time), for an amount equivalent to **10% (Ten percent)** of the value of the contract. The PBG shall be valid for period of **18 months** from the date of dispatch or **12 months** from the date of BHEL's acceptance of the equipment whichever is later, with additional claim period of three months.

17.0 Risk Purchase:

In case the seller fails to dispatch the ordered goods or any replenishment or replacement, either in whole or any part, within the agreed delivery period, BHEL will be entitled to terminate the contract and purchase the same from alternative source at seller's risk and cost. If the same goods were not available, the best and the nearest available substitute will be purchased. The seller shall be liable for any loss, which the Purchaser may sustain by reason of such risk purchases.

18.0 On acceptance of techno-commercial and price bids, BHEL reserves the right to conclude the contract / order on EX-WORKS (For Indian Suppliers), OR FOB / C&F (For Foreign Suppliers) basis at its sole discretion. Bidder shall also note BHEL can place the order in part or in full at its discretion.

19.0 Short Shipment / Warranty Replacement:

In case of any short shipment in the main supplies or replacements or replenishments, the seller shall deliver the same at the ultimate destination within the shortest possible time at his cost.

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION – NAGPUR**

Purchase Enquiry No. WC/HQR/X042 E dt.29.01.2011

Section-II (Page 7 of 10)

Commercial Conditions

20.0 Warranty/Defect Liability:

The main equipment shall be covered under warranty against design defects and manufacturing defects for a period of twelve (12) months from the date of BHEL's acceptance of the crane after successful Load Testing at destination.

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION – NAGPUR

Purchase Enquiry No. WC/HQR/X042 E dt.29.01.2011

Section-II (Page 8 of 10)

Commercial Conditions

BANK GUARANTEE FOR RELEASE OF LAST 10% PAYMENT

THIS DEED OF GUARANTEE made this _____ day of _____
by M/s _____ (hereinafter
called the Bank) in favour of M/s BHARAT HEAVY ELECTRICALS LIMITED, having its
registered office at BHEL House, Asian Games Village, Siri Fort, New Delhi – 110 049
(hereinafter called the "Principal"), thru BHEL, Power Sector-Western Region, Nagpur–
440001(Maharashtra), WHEREAS
M/s _____ (hereinafter
called the contractor) proposes to enter into a contract arising out of Purchase Order
No. _____ dated _____ addressed by the Principal to the
contractor for _____ (hereinafter called the
said agreement).

AND WHEREAS the said agreement provides that the contractor shall pay a sum of
Rs. _____ (Rupees _____ only) towards 10
percent of contract value towards guarantee period of _____ months in the form and
manner therein specified.

AND WHEREAS the contractor have approached the Bank and their request and in
consideration of the agreement arrived at between the said contractor and the Bank, the
Bank has agreed to give such guarantee as hereinafter mentioned the Principal.

NOW therefore, these presents witness that we the Bank by the hand of
Mr. _____ the offices are authority by the bank of _____ Guarantees'
issue in behalf of the Bank do hereby undertakes to pay to the principal a sum of
Rs. _____ (Rupees _____ only) by virtue of this
guarantee against any loss or damage caused to or by the aforesaid Contractor of any of
the terms of conditions, stipulations or undertakings of any case of them contained in the
same agreement and documents attached thereto and for the payment of any money or
moneys payable by the said contractor to the Principal under the terms and conditions of
the said agreement. (the decision regarding the breach, loss, damage or payment due being
solely in the discretion of the Principal).

We further undertake to pay without demur the aforesaid amount in a lump sum on
demand or such part hereof as the Principal may demand from time to time irrespective of
the fact whether the said Contractor admits or denies such claim or question its correctness
in and Court, Tribunal or arbitration proceedings or before any authority. The aforesaid
guarantee will remain in force and we shall be liable under the same irrespective of any
concession or time being granted by the Principal to the Contractor in or for fulfilling the said
Agreement between Contractor and the Principal and the guarantee will remain in full force
irrespective of any change of terms, conditions or stipulations or any variation in the terms

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION – NAGPUR

Purchase Enquiry No. WC/HQR/X042 E dt.29.01.2011

Section-II (Page 9 of 10)

Commercial Conditions

of the said Agreement irrespective of whether notice of such change or variation is given to us or not and claim to receive such notice of any change/and/or variation of the terms and/or conditions of the said agreement is hereby specifically waived by us.

Further we shall not be released from the guarantee by any forbearance or the exercise or non-exercise of any of the powers or rights under the said agreement by the Principal against the Contractor irrespective of whether notice of such forbearance enforcement or non-enforcement of any powers or rights, modifications or changes made in the agreement or concessions shown to Contractor by the Principal is given to us or not.

The Guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the Contractor but shall in all respects and for all purposes binding and operative until all payments of all moneys due or that may hereinafter become due to the Principal in respect of any liabilities or obligations of the contractor under the said agreement.

The Bank guarantee shall be valid till i.e. _____ months after completion of works as per relevant clause of Purchase Order No. _____

Any claim or dispute or disputes arising under the terms of this document shall be enforced or settled in the Courts at NAGPUR only.

And lastly the _____ Bank undertakes not to revoke this guarantee during its currency except with the previous consent of the Principal in writing.

The Bank hereby declares that it has powers to issue this guarantee under the Bank's Memorandum and Articles of association and undersigned has full Powers to do so on its behalf under the Power of Attorney granted to him by the proper Authorities of the Bank.

(Name of the Bank & Place)

DESIGNATION OF THE AUTHORISED
PERSON SIGNING THE GUARANTEE

DATED:

SEAL

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION – NAGPUR

Purchase Enquiry No. WC/HQR/X042 E dt.29.01.2011

Section-II (Page 10 of 10)

Commercial Conditions

FORMAT-A

NO DEVIATION CERTIFICATE

Certified that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and conditions) and offer our unqualified acceptance of the same. It is also confirmed that the price has been quoted in the format received with the enquiry. Any deviation found subsequently at any time during execution of order shall be treated null and void.

(Signature of bidder)
with Seal