

ISO 9001-2000,ISO 14001 and OHSAS 18001 certified company SubContract and Purchase Deptt. Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Sector – Northern Region,
Plot No. 25, Sector - 16A, Distt. Gautam Budh Nagar,
NOIDA – 2 01301 (INDIA)
Phone: 91-120-2515476 / 2515464 / 2515479
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Email: umeshgupta@bhelpsnr.co.in/ vks@bhelpsnr.co.in

TENDER NOTICE

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL sites in India as follow: -

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/PSNR/SCP/ VKS/ E-1994	250 KVA DG SETS (SILENT TYPE). AS PER SPECIFICATIONS ENCLOSED	28.06.2010
110.2 100.	WITH THE TENDER.	3.30PM (IST)
	QTY REQUIRED 10 SETS	3.301 W (131)

Notes:

- 1. For detailed tender enquiry, please visit BHEL web site www.bhel.com
- 2. Purchase Preference will be given to CPSUs as per Indian Govt. Guidelines.
- 3. Tentative Consignees shall be as given below
- A. Construction Manager, BARA Site, (Near Allahabad in U.P.)
- B. Construction Manager, Givind wal Sahib Site. (Near Tarn Taran in Punjab)
- C Construction Manager Anpara Site, (in Distt Sonbhadra of U.P)
- D. Construction Manager Chabra Site in Rajasthan , (Near Vijaypur Guna of M.P)
- E. Construction Manager Jhajjar Site, (in Vill Jharli of Distt Jhajjar/Haryana)
- F. Construction Manager Harduaganj Site, (U.P)
- G. Construction Manager, Paricha Site ,(U.P).

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ISO 9001-2000,ISO 14001 and OHSAS 18001 certified company SubContract and Purchase Deptt.

TENDER NO: BHEL/PSNR/SCP/VKS/ E-1994

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TENDER ENQUIRY

BHEL Power Sector, Northern Region invites bids for the following items required at BHEL sites in India as follow: -

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/PSNR/SCP/	SUPPLY OF 250 KVA SILENT DIESEL	
VKS/ E-1994	GENERATOR SET COMPLETE WITH	23.06.2007
	SYSTEM INTERCONNECTING	
	COPPER CABLE FOR POWER &	3.30PM (IST)
	CONTROL SYSTEM AND SUITABLE	,
	ACB & CHANGE OVER SWITCH.	
	FIRST FILL OF LUBRICANTS SHALL	
	BE PART OF SUPPLIES. AS PER	
	SPECIFICATIONS ENCLOSED WITH	
	THE TENDER	
	QTY REQUIRED 10 SETS	

TENMTATIVE DESTINATIONS FOR SUPPLY ARE AS FOLLOW:

- A. BHEL-Site in BARA, (Near Allahabad in U.P.)
- B. BHEL-Site in, Givind wal Sahib . (Near Tarn Taran in Punjab)
- C BHEL-Site in Anpara, (in Distt Sonbhadra of U.P)
- D. BHEL-Site in Chabra in Rajasthan , (Near Vijaypur Guna of M.P)
- E. BHEL-Site in Jhajjar , (in Vill Jharli of Distt Jhajjar/Haryana)
- F. BHEL-Site in Harduaganj, (Near Alligarh in U.P)
- G. BHEL-Site in, Paricha (Near Jhansi in U.P).

QUALIFYING REQUIREMENTS / PAST EXPERIENCE:-

- 1) THE OFFERED MODEL SHOULD BE FROM CURRENT MANUFACTURING RANGE.
- 2) OFFER FROM ONLY THOSE MANUFACTURERS / AUTHORISED DEALERS , WILL BE CONSIDERED WHO HAVE BEEN MANUFACTURING OR SUPPLYING SIMILAR OR HIGHER CAPACITY DIESEL GENERATOR SETS TO REPUTED COMPANIES IN THE LAST TWO YEARS.

NOTES:-

- (i) The Tender Document comprise of following;
 - (1) Tender Notification
 - (2) Tender Invitation
 - (3) Annexure-1(Technical Specifications)
 - (4) Questionnaire (to be filled by the tenderers)
 - (5) Special Terms & Conditions.
 - (6) General Terms & Conditions.
 - (7) Rate Schedule
 - (8) Format for BG
 - (9) Procedure / Format for Reverse Auction

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- (ii) Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the web site.
- (iii) Bidder(s) can also collect hard copy of tender documents from this office. Tender documents (non transferable) will be issued free of cost on all working days between 09.30 Hrs. to 12.30 Hrs within the period i.e *upto* 28.06.2010. Request for issue of tender document should clearly indicate Tender No. and work.
- (iv) Offers must be submitted to the undersigned latest by 28.06.2010 before opening of technical bids commences. Technical bids shall be opened at 15.30 Hrs. (IST) on 28.06.2010.
- (v) The present tentative destination for supply of DG Sets is as per given above, However, the destination is subject to change as per deployment plan at the time of delivery. Bidder to indicate Freight & Transit insurance on per unit per site basis.
- (vi) All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- (vii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason what so ever. BHEL reserve the right to go for Reverse Auction with the bidders whose techno-Commercial offer shall be accepted by BHEL
- (viii) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (ix) Purchase Preference will be given to CPSUs as per Govt. Guidelines.

DM/SCP

NNEXURE-1

SPECIFICATION OF 250 KV A SILENT DG SET

250 KV A Silent Diesel Generator Set (Totally Enclosed with side openable doors and lifting hooks, Suitable For Outdoor / Indoor operation, Comprising Of Water Cooled diesel Engine 1500 RPM Coupled With 250 KV A 3 phase 4 Wire Alternator With standard Accessories Including Base Frame, Fuel tank, Battery, Silencer And Standard contro! panel ETC.

- 1. Diesel Engine (Water cooled): Make: Cummins / Kirloskar / Leyland Greaves Suitable to run continuously at 1500 rpm, (manufactured in India).
- A) Auto Governor System with necessary Safety control.
- B) Control panel consisting of starter key with start stop switch, having following instruments for Each Set.
 - i) Water Temperature Gauge 1 No.ii) Lube Oil Pressure Gauge 1 No.iii) Battery Chargeing Ammeter. 1No.
 - iv) Indicating Lamps.
 - v) Hour Meter 1No. vi) Emergency Stop 1 No. VII) MCB for Control Circuit -2 Nos
- 2. Alternator (Brush less), Make: Kirloskar Elect. / Standford / Crompton Greaves. 250 KV A at 1500 rpm with standard safety controls .

Power factor 0.80 Lagging

Voltage 415 v A.C suitable for 50 Hz.3 Phase 4 wire system

- 3. Control Panel (Inbuilt) Consisting of.
 - Consist of:
 - a) 400 Amps MCCB with over load/E.F. protection I No. Make: GE, L&T, Siemens
 - b) AC voltmeter & Ammeter I No. each
 - c) Selector switches 2 Nos. (1 for voltmeter and I for ammeter)
 - d) Frequency meter I No.
 - e) KW Meter- 1 No.
 - f) CT operated energy meter 1 No.
 - g) Indicating lamps
 - h) cable gland plate (bottom entry)
 - i) Mannual on/off 3 Phase Neutral 630 Amps change over switch with HRC Fuse Unit and suitable cable termination Mounted on the frame for easy operation.
- 5. Base Frame ,Maintenance free batteries,fuel tank of 400Ltrs capacity , Standard Tool Box with Multimeter.
- 6. Acoustic Canopy should have Forced Ventilation for Pressurizing the Canopy cabin illumination ,With Powder Coated painting..
- 7. System Interconnecting Copper Cable for Power & Control System and suitable ACB & Change Over Switch.
- 8. First fill of lubricants required.
- 7. DG Set should be with silencer & exhaust pipe for open area working as per CPCB norms.
- 8. Delivery required at Bara in U.P, Govindwal Sahib in Punjab, Anpara In U.P, Chabra In Rajasthan, Jhajjar In Haryana, Harduaganj and Paricha in U.P, .

Notes:

- 1. Supplier has to depute his engineer for 1st Commissioning for each set after installation by BHEL (all consumables to be arranged by BHEL. Full load test of D.G Sets shall be done at supplier's works during pre-dispatch inspection at no extra cost (all consumables to be arranged by supplier).
- 2. First fill of lubriants are in the scope of supply.

Questionnaire

- 1. Diesel Engine (Water Cooled)
 - a) Make, Model & BHP of the Engine.
 - b) First fill of lubricants in the engine shall be done by supplier.
 - c) safety Parameters (As per Tender specifications)
 - c) All parameters and specifications as per tender specifications.
- 2. Make of Alternator (Brush less):
- 3. Make of ACB.
- 4. Acoustic Enclosure.
- 5. Make of Batteries.
- 6. Fuel Tank (Capacity & Material)
- 7. Details of Base Frame.
- 8. Silencer and Exhaust with noise
- 10) Supplier's Commissioning engineer shall be available at supplier's cost ,for
 Ist
 commissioning of each set at site after installation by BHEL.(All consumables shall be
 arranged by BHEL).
- Full load test of each set shall be done at suppliers works during inspection, all consumables shall be arranged by supplier at no extra cost.
- 12) Deviation if any to be specified or no deviation to tender specifications to be certified by bidder.



Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for supply, supervision of testing and commissioning of TEN NOS 250KVA DIESEL GENERATOR SETS as per detailed specifications in Annexure-1, so as to reach us before the date of opening. The tenders (Part I only) will be opened at 3.30 PM (IST) on 28.06.2010.

Tender should not be addressed to any Individual's name but only by designation to:

ADDITIONAL GENERAL MANAER/SCP BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)
Power Sector-Northern Region,
Plot no.25, Sector 16 A PB NO. 55,
NOIDA –201301 (INDIA)

The tenderers are advised to submit the bid in conformity with the following: -

- 1. Offer should be submitted in two part bid system as under;
- 1.1 Part I Techno-Commercial bid. It should include the following:
 - i) Technical specifications along with necessary catalogues, drawings, and technical literatures for Engines, Alternators, switches, safety protections & alarms and other accessories of the offered D.G Sets in line with the technical specifications enclosed with this tender.
 - ii) Documentary evidence of DG Sets manufactured, supplied .
 - iii) Questionnaire duly filled.
 - iv) Details of service facilities available in India for 'After Sales Service'.
 - v) Acceptance to commercial terms and conditions.
 - (vi) Normally no deviations are allowed (Techno-Commercial).
 However, If there are any deviations, the same should be clearly specified. Deviation, if any, may lead to rejection of offer or may be accerpted subject to suitable loading by BHEL and for which BHEL's decision shall be final and binding.
 - (vii) Bidders shall submit their offer in **INR only**, the same to be indicated in their offer (Part-I).
 - (x) Commercial
 - This part shall include / indicate the following :
 - a) Station of dispatch
 - b) Terms of payment
 - c) Taxes & duties applicable.
 - d) Delivery Schedule
 - e) Offer validity
 - f) A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without the price details to be enclosed.(No hidden charges shall be accepted).

1.2 Part II (Price bid) :-

- i) As per Rate Schedule format enclosed.
- the bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote only in Indian Currency for the rates as per rate schedule (on Page -10 of this tender), 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.
- 2. Following should be super scribed on the envelopes of the two parts of the Bid.

Part I: Techno-Commercial Bid:-

Tender for:

Tender No.: Due on :

Part II (Price bid)

Tender for: Tender No.:

Both Part I and Part II should be individually sealed and super scribed as indicated above and shall be enclosed in one main envelope duly sealed and super scribed as:

Tender for:

Tender No.: Due on:

Containing Part I and Part II of the offer.

- The tenders should be sent sufficiently in advance so as to reach before the due date and time. **BHEL shall not be responsible in case of delay in receipt of tenders.**
- 5 Inspection, Testing at manufacturer's works & Supervision of 1st Commissioning at site:

The supplier shall offer the DG sets for inspection at manufacturer's works. Inspection and full load testing shall be carried out in presence of BHEL engineers or its nominated representative.

Ist commissioning of each DG Set at site will be under supervision of competent engineer from the manufacturer without any additional charges. Commissioning shall be carried out after installation of DG Sets (by BHEL) at site in presence of engineers from manufacturer and equipment will be taken over on successful completion of commissioning at site.

- 6. The delivery for all DG sets shall be within two months progressively one by one from date of P.O.
- 7. Offers should be valid for a period of 180 days from the date of Techno-Commercial bid (Part-I) opening.
- 9. The equipment being offered should be of robust design and suitable for operations in Indian climatic conditions such as saline atmosphere, ambient temperature upto 50° C. The electrical and controls should be tropicalised to withstand such climatic conditions.
- 10. <u>Payment Terms</u>: Tenderer shall adhere to the following payment terms :
 - a) 80% of Ex-Works value of **D.G Sets** and accessaries / spares with 100% taxes, duties, packing & forwarding and Freight & Transit insurance against despatch documents.
 - b) 10% of Ex-Works value of D.G Sets and accessories along with Freight & Transit Insurance on receipt of material at site.
 - c) 10% of Ex-Works value of D.G Sets and accessories within 30 days on successful commissioning & testing of D.G Sets at sites, (a bank guarantee as per formate enclosed

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with tender equal to 10% of the order value valid upto 12 months from the date of commissioning shall be submitted at the time of claiming 10% final payment).

The set of despatch documents for 80% payment shall be as follows

- Three Original of tax Invoices (Cenvat / Modvat Invoice)
- One original and one copy of Packing List
- Copy of LR.
- Inspection and Test Certificate of the DG Sets at Manufacturer Works, duly certified by BHEL or its Authorised Agency or its waiver.
- Warranty Certificate for the goods

NOTES:-

- (i) Tenderers are required to specifically confirm acceptance of these payment terms in their techno-commercial offer.
- (ii) No advance shall be paid.
- 11. Warranty: -

The D.G Sets offered shall carry a warranty for a period of 12 months from the date of commissioning at site. Rectification / replacement required during the warranty period will be arranged by the supplier free of cost including to and fro transport charges and import duty/excise duty/other taxes/insurance etc payable on replacement items.

- 12. The tenderers shall also provide free visits of their service engineer from manufacturer's works / service centers for attending the faults during the warranty period.
- On acceptance of techno-commercial and price bids, BHEL reserves the right to conclude the contract either on Ex- works or FOR site basis at its sole discretion.
- 14. All sheets of the offer should be duly signed and stamped by the tenderers.
- 15. In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the latter shall prevail.
- 16. All lubricants / consumables (except fuel), if required for successful commissioning of the elevator shall be supplied along with the elevators without any extra cost.
- 17. All the Ten D.G.Sets shall be tested on full load at Manufacturer's works(All consumables shall be arranged by supplier at no extra cost)
- 18. Supervision for 1st commissioning at site shall be provided by the supplier without any extra charges (All consumables shall be arranged by BHEL).

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GENERAL TERMS & CONDITIONS

- 1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer
- 2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent INTERNATIONAL standard specification as per technical specifications of tender.
- 3. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.
- 4. Please note that our terms of payment are as per clause 10 of "SPECIAL TERMS AND CONDITIONS" (enclosed).

No advance shall be paid.

Al payments shall be done through Electronic Funds Transfer supplier shall submit bank details with bill invoices .In case of payment through , Bank all incidental charges will be to the Beneficiary's account.

- 5. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
- 6. No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and purchase at the risk and cost of supplier.
- 7. The quantities of each item to be purchased may vary according to actual requirement at the time of placement of order.
- 8. Supply against orders will be subject to the General Conditions of Contract prevailing in **Bharat Heavy Electricals Limited**.
- 9. Where Sales Tax is payable extra it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax Registration No. in the offer
- 10. <u>Liquidated Damages</u>: It is clearly understood between the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. Where the seller supplies or dispatches the goods beyond the delivery period specified, the purchaser will have no obligation to accept the goods. If accepted, liquidated damages at the rate of ½% (half percent) of the value of goods in arrears per week subject to a maximum of 10% (ten percent) of order value, will be levied at the discretion of the purchaser, without prejudice to any other relief or compensation due to the purchaser under any other condition to the contract.
- 11. Risk Purchase:- Alternatively, the purchaser at his option, will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole or any part of the goods which the supplier fails to deliver or dispatch within the time stipulated as aforesaid, or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss, which the purchaser may sustain by reason of such risk purchase in addition to L.D. at the rate mentioned in clause 10 above.

- 12. <u>Inspection</u>: All goods and work are subject to our inspection either at manufacture's works or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment. The tenderers shall also offer load test/over load test of the crane at manufacturers works in presence of engineers from BHEL. Load test shall also be carried out with available load at site as per load chart of the crane.
- 13. Performance Bank Guarantee: Goods will be guaranteed by the tenderer against any manufacturing defect, bad workmanship, bad material used etc., for a period of 12 months from the date of commissioning at site. Any material found defective or fails within the guarantee period due to any of the above reasons within this period will have to be replaced by the supplier free of cost, and any other charges including to and fro transportation charges etc. will also be borne by him. A Bank Guarantee from bank as per enclosed list or any scheduled bank, and equal to 10% of the order value and valid upto 12 months from the date of commissioning of D.G.Sets at sites for the satisfactory performance of the store shall be furnished at the time of claiming final 10% payment.
- 14. <u>Insurance</u>: Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks including 120 days storage risk from the date of delivery of the goods at the final destination.

In all other cases, supplier must furnish particulars of despatch i.e. station of despatch and destination, name of the goods, number of cases and their weights, value of the goods including all taxes, duties, levies and freight etc. for each consignment immediately after the despatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.

Note: However, the supplier shall still remain responsible for defective parts or short supply and defective packing.

- 15. <u>Metric System</u>:- Suppliers are requested to give metric measurements while quoting.
- 16. <u>Arbitration</u>: All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 The place of Arbitration shall be New Delhi(India).
- 17. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

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ANNEXURE-II

RATE SCHEDULE

SI.No.	DESCRIPTION	UNIT PRICE	AMOUNT IN
		IN RS.	RS
1	TOTAL LUMPSUM PRICE FOR SUPPLY OF 10 (TEN) NUMBER		
	OF 250 KVA DIESEL GENERATOIR SETS AS PER DETAILED		
	SPECIFICATIONS ENCLOSED WITH TENDER ENQUIRY.		
	INCLUDING SUPERVISION OF 1ST COMMISSIONING OF 250		
	KVA DIESEL GENERATOIR SETS AT SITE .		
2	PACKING AND FORWARDING CHARGES		
3.	INSURANCE (MARINE+ STORAGE FOR 120 DAYS)		
4.	EXCISE DUTY,		
	(CENVAT BENEFIT AVAILABLE TO BHEL TO BE PECIFIED)		
5	CST WITHOUT C FORM		
	TRANSPORTATION / FREIGHT CHARGES FROM MANUFACTURER WORK PLACE TO BHEL SITE OFFICES ON		
	INDIVIDUAL SITE AND PER DG SET BASIS , AS PER		
	DESTINATIONS MENTIONED AT A,B,C,D,E,F&G ON PAGE -1		
	OF THIS TENDER.		
	GRAND TOTAL		

NOTES:

- 1. Tenders will be evaluated based on the total price for all the TEN D.G Sets quoted upto FOR Site after considering CENVAT benefit to BHEL. Bidders are requested to quote for each and every item from 1 to 5 as indicated above. Please indicate NIL against items not applicable.
- CENVAT/MODVAT credit: The quotation must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case charged to us. If the tenderer is availing MODVAT credit for his input materials, the effect of Performa credit should be passed on to the purchaser.
- 3. Any other charges, if not specified above, may also be indicated.
- 4. Incomplete offer received may not be considered.
- 5. The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
- 6. In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.

(Signature and Seal of Tenderer)

Formats for execution of Bank Guarantees:

Note:- The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/- and should be only from any one of the below mentioned Banks, (1.State Bank of India, 2.State Bank of Hyderabad, 3.State Bank of Travancore, 4.State Bank of Mysore, 5.Canara Bank, 6.Bank of Baroda, 7.Punjab National Bank, 8.Deutsche Bank, 9.HDFC Bank, 10.Standard Chartered Bank, 11.Citi Bank, 12.Standard Chartered Grindlays Bank & 13.Bank of America)OR mutually agreed at the time of establishing the PBG.

A. <u>CONTRACT EXECUTION BANK GUARANTEE</u>

This deed of guarantee made this day of 200 by the in
favour of Bharat Heavy Electricals Limited, having its registered Office at New Delh
through its Unit Office BHEL-PSNR at Plot 25 ,Sector -16A Noida
(Hereafter called the first party)
where as M/s having its registered office at (hereafter
called the contractor) have entered in to contract with the first party for the supply
of vide purchase order No dated
'
And whereas the contractor M/s have approached the
for a guarantee and at their request and in consideration of the
arrangement arrived at between the contractor and the BHEL the said
has agreed to give such guarantee as herein after mentioned to the
aforesaid first party.
Now therefore, these present witness that we the do hereby
undertake to the first party a sum of Rs (Rupees only)
undertake to the first party a sum of Rs (Rupees only) without demur/on demand being made by the said first party and to keep the first
undertake to the first party a sum of Rs (Rupees
undertake to the first party a sum of Rs (Rupees
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undertake to the first party a sum of Rs (Rupees

Further we shall not be released from this guarantee by any forbearance or the exercise or non exercise of any of the power or rights under the said agreement by the said first party against the contractor irrespective of whether notice of such forbearance enforcement or non-enforcement of any power or rights, modifications or changes made in the said agreement or concessions shown to contractor M/s

given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation of winding up or insolvency of or change in the constitution of the contractor M./s
And lastly we
Notwithstanding anything contained here in before, our liability under this guarantee is restricted to Rs (Rupees
Datedby its constituted attorney.

B. PERFORMANCE BANK GUARANTEE

the above referred contract and for the fulfillment of all the terms and conditions of the contract. We................. (indicate the name of the Bank) (herein after referred to as the Bank) at the request of (contractor(s)) do hereby undertake to pay the Company an amount not exceeding Rs................................. against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.

- 3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.
- 4. We (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would betaken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Office/Department/Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
 - 5. (i) Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.
 - (ii) For the purpose of this clause, any letter making demand on the Bank by M/s BHEL will be dispatched by Registered Post with Ack. Due or by Telegram

or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

- 6. We (indicate the name of the Bank), further agree with the Company that the Company 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 agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time of from time to time any of the powers exercisable by the Company against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement 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 Company or any indulgence by the Company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.
- 7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)
- 8. It shall not be necessary for the Company to proceed against the contractor before proceeding against the guaranter-Bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guaranter hereunder be outstanding or unrealised.
- 9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Delhi.
- 10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authority granted to him/them by the guarantor

We	(indicate the name of Bank)	lastly undertake not to
revoke this guarante	ee during its currency except w	ith the previous consent
of the Company in v	vriting.	

In witness whereof we (indicate the name of Bank) have hereunto set out Bank Seal the Day month 200.

TENDER NO: BHEL/PSNR/SCP/VKS/ E-1994

BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed price bid, which will be decided after technical evaluation. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose.

Information and general terms and conditions governing RA are given below.

In case BHEL decide to process the tender through Reverse Auction Process (RA), following details shall be required from the bidders for their authorized representative who will participate in the on line Reverse Auction Process;

- (a) Name of Designation of official
- (b) Postal Address (Complete)
- (c)Telephone Nos. (Land line & Mobile both)
- (d) FAX No.
- (e) E-mail address
- (f) Name of Place/State/Country, wherefrom he will participate in the RA.

TENDER NO: BHEL/PSNR/SCP/VKS/ E-1994 GENERAL TERMS AND CONDITIONS OF RA

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

- 1. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 2. BHEL wil inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- 3. Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
- 5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor wil not be eligible to Participate in the event.
- 6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 7. Reverse auction will be conducted on scheduled date & time.
- 8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
- 9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
- 10. During Reverse Auction, if no bid is received within the specified time, BHEL at its discretion, may decide to revise opening price/scrap the reverse auction process/proceed with conventional mode of tendering.
- 11. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- 12. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 13. Bids-given by the bidders during the Reverse Auction process will be taken as an offer to execute the work. Bids once made by the bidder, can not be cancelled/withdrawn and bidders shall be bound to execute the work as mentioned above at the final bid price. Should be bidder (Lowest) back out and not execute the contract as per the rates quoted, BHEL shall take action as appropriate.