



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 – 201301 (INDIA)
Phone: 91-120-2515476 / 2515464 / 2515479
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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-1579	ELECTRICALLY OPERATED RACK & PINION ELEVATORS FOR UP & DOWN MOVEMENTS OF PASSANGERS CUM GOODS OF ONE TON CAPACITY AND 78 MTRS HEIGHT , QTY REQD 02 SETS	10.10.2008 3.30PM (IST)

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. **Consignees shall be as given below**

Construction Manager, BHEL Site, In Anpara Power Project (U.P) .

AGM/SCP



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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/VKS/ E-1579	SUPPLY AND SUPERVISION FOR INSTALLATION & COMMISSIONING OF ELECTRICALLY OPERATED RACK & PINION ELEVATORS FOR UP & DOWN MOVEMENTS OF PASSANGERS CUM GOODS OF ONE TON CAPACITY , AND HIGHT 78 MTRS, AS PER DETAILED SPECIFICATIONS ENCL;OSED IN ANNEXURE-I . FOLLOWING SPARES FOR EACH ELEVATOR SHALL BE PART OF SUPPLY. 1. GUIDE ROLLERS, 16 NOS 2. COUNTER ROLLERS, 04 NOS 3. PINION, 02 NOS 4. THREE SETS OF OPERATING MANNUALS QTY REQD 02 SETS AS ABOVE	10.10.2008 3.30PM (IST)

DESTINATION FOR SUPPLY IS AS FOLLOW:

1 2 Nos at BHEL Site, In Anpara Power Project (U.P) .

QUALIFYING REQUIREMENTS / PAST EXPERIENCE:-

THE OFFERED MODEL SHOULD BE FROM CURRENT MANUFACTURING RANGE. OFFER FROM ONLY THOSE MANUFACTURERS (DIRECTLY OR THROUGH THEIR AUTHORISED DEALER) WILL BE CONSIDERED WHO HAVE BEEN MANUFACTURING SIMILAR OR HIGHER CAPACITY AND SHOULD HAVE SUPPLIED MINIMUM 5 NOS OF SIMILAR OR HIGHER CAPACITY ELEVATORS, WITHIN LAST THREE YEARS.

NOTES:-

- i) The Tender Documents comprise of following;
 - (1) Tender Notification
 - (2) Tender Invitation
 - (3) Technical Specifications, Annexure-I
 - (3) Special Terms & Conditions.
 - (4) General Terms & Conditions.
 - (5) Rate Schedule
 - (6) Format for BG
 - (7) Format for Reverse Auction (RA)

- (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 15.30 Hrs within the period i.e **upto 08.10.2008**. Request for issue of tender document should clearly indicate Tender No. and work.
- (iii) Tenders must be submitted to the undersigned **latest by 10.10.2008** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. (IST) on 10.10.2008**.
- (iv) The present destination for supply of **Elevators** is as per given above, However, the destination is subject to change as per deployment plan at the time of delivery
- (v) 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.
- (vi) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (vii) **BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation. As such, the bidders should submit their best prices in the 'Sealed Price Bid'. However, bidders are required to confirm their acceptance of "General terms and conditions" governing RA specifically in their technical bid. The "General terms and conditions" governing RA are given in the SCC of the NIT. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose (RA).**

Authorization of representative who will participate in the on line Reverse Auction Process;

- a. Name and Designation of official
- b. Postal Address (Complete)
- c. Telephone Nos. (Land line & Mobile both)
- d. FAX No.
- e. E-mail address

Name of Place/State/Country, wherefrom he will participate in the RA

- (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.

AGM/SCP

ANNEXURE-I

TECHNICAL SPECIFICATIONS FOR DESIGN, ENGINEERING, SUPPLY: TESTING & COMMISSIONING OF RACK & PINION TYPE ELEVATORS FOR BOILER ERECTION.

Equipment:

Electrically operated vertically (up & down) rack and pinion type elevator. (Details as per technical specifications to be submitted with catalogues by bidders of the offered models/makes with the technical bids). Deviation if any may be specified.

Purpose:

Installation on columns of boiler of 500 MW / 250 MW Units for Hoisting Passengers & Materials.

Sites: Jhajjar (Haryana) & Farrakka (West Bengal)

Atmosphere: Normally Hot & Dusty with welding activities going all around.

Elevator Particulars:

Pay load capacity - 1000 kg.

Type of loading for which the elevator is to be designed: Passenger-cum-goods.

Type of elevator – Rack & Pinion.

Speed of elevator – 28 meters/Min. (approx).

Total Travel - 78 Meters.

Numbers of Floors/Landings – Ground + 6 with push button stations & landing doors with interlocks

Specification of Components:

- a) Ground Enclosures - Structural steel with wire mesh and suitable stair case for ground entry/exit.
- b) Cabin body - Structural Steel
- c) Cabin Platform: Chequered aluminium suitable size /gauge
- d) MAST - Modular System type mast of ERW tubes of structural steel with close tolerances for coupling sections.
- e) Drive Unit: Squirrel cage motors shall be totally enclosed air cooled induction type with electromagnetic brakes and gear box. Suitable for this specification.
- f) Cabin doors: Two separate doors preferably sliding one for entry and one for exit with Electrical / Mech. Interlocks.

Method of Control: Push Button / Joy stick

Operation – 415V : 3 phase A.C. supply with trailing cable on guides.

Power & Control Cable (fixed) – PVC insulated of copper cables.

Power Cable (trailing) – copper, PVC insulated of 1100 V grade with suitable cable reeling drum.

Electrical Panel (Controls):

All electrical control devices shall be in enclosed panels with IP-55 protection and fitted broadly with followings:

Momentary-contact push button for hoist/lower control.

Reversing combination motor starter with 3 phase overload relay for motor protection of approved make (GE/Siemens/ L&T) and control circuit shall have a miniature circuit breaker & single phasing preventer of approved make (Siemens/GE/L&T)

Hour meter to indicate total operational hours.

Electrical and mechanical interlocks on cab. Access door.

An ultimate 3 phase over travel protection limit switches to cut off power and control supply in the event of over travel.

Reverse phase relay to prevent operation of cab. With improper phase rotation or failure in any phase in the power supply.

Trailing cable shall be intermittently supported by brackets on the cage and mast guides to avoid cable rapture.

One base panel to be mounted at ground floor with ONE-OFF selector switch, main contactor; switch fuses unit (lockable type). Control switches for Operation: Selector switch for Remote / Local operation and Power-On Indication. The panel shall have drip shield and provision for padlocking.

Cab. Shall be controlled by a semi-automatic control system with push buttons for 'UP'-'DOWN' & 'STOP' 'Next landing. Cab shall be furnished with a suitable 3 pin rounding type receptacle, emergency alarm/hooter in cabin and ground floor end use. Suitable call back device shall also be provided between cabin and ground/top level.

The control panel for elevator mounted on cabin shall have drip shield and suitably protected from dust/water etc.

The Power-On indication shall be available on cabin panel, besides electrical fault indicators like over load ..single phasing etc

Suitable interior lighting and emergency light with cabin fan & cab Bell

Safety Devices:

- a) Elevator shall be provided with totally enclosed type safety device and its operation should be independent from drive shaft and drive pinion and it is to be actuated during on exceeding of normal speed.
- b) Suitable safety arrangement should be provided to bring the cabin down gradually incase of power failure. The release device should be operative from cabin itself.

Painting:

Painting shall be as per relevant IS standard suitable for operation in hot and dusty environment.

Buffers:

Sufficient quantity of buffers of spring loaded / hydraulic type shall be fitted with cab. The buffers should be capable for stopping the cab. Without permanent damage / deformation to themselves.

Cab floor size (Inside): 1.3M x 2.0M x 2.0M (Minimum)

Foundation drawing & installation supervision to be provided by the party as per the site requirement.

At works ----Full load test & Drop test

At site ---- Testing & commissioning

WARRENTY VISIT --Every two month



SPECIAL TERMS AND CONDITIONS

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 installation and commissioning of RACK & PINION ELEVATORS 02 NUMBER 78 MTRS HEIGHT and 1 Ton capacity as per detailed specifications so as to reach us before the date of opening. The tenders (Part I only) will be opened at 3.30 PM (IST) on **10.10.2008**. Tender should not be addressed to any Individual's name but only by designation to:

**GENERAL MANAGER/SCP,SAS&CFX
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, load charts and technical literatures for switches , safety protections & alarms and motors of the offered elevator in line with the technical specifications enclosed with this tender.
- ii) Documentary evidence of elevators manufactured, supplied and their performance report from respective customers.
- 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, will be subject to suitable loading / rejection of bid by BHEL and for which BHEL's decision shall be final and binding.
- (vii) Vendor shall submit Quality Plan/Manufacturing Plan for review and approval of BHEL.
- (viii) In case of foreign bidder offer, the Principal's technical offer only should be enclosed, and the price should be on F.O.R, in I.N.R only
- (ix) Bidders shall submit their offer in **INR only**, the same to be indicated in their offer (Part-I) in case of other currency, evaluation shall be done in INR only , using exchange rates of TT selling of SBI available to BHEL on the date of R/A .

- (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.

1.2 Part II (Price bid) :-

- i) As per Rate Schedule format enclosed.
- ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. **The bidders are required to quote only as per rate schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected or loadings as per BHEL practice.** 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.:

3 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.

4 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, Supervision of Installation and Testing & Commissioning and Training: -

The supplier shall offer the elevators for inspection and for load test at manufacturer's works as per international norms. Inspection shall be carried out in presence of BHEL engineers or its nominated representative.

Erection and commissioning of elevators at site will be under supervision of competent engineer from the manufacturer without any additional charges. **Full Load test and Drop Test shall be carried out on assembly / commissioning of elevators at site in presence of engineers from manufacturer and equipment will be taken over on successful completion of such tests. At site, load test shall be carried out with available load.**

Training:- Necessary training for operation & maintenance shall be given to two BHEL personnel free of professional charges for 3 days at site during commissioning.

6. The delivery required is within Two months progressively from date of P.O. However, tenderers should indicate the best possible delivery period.

7. Offers should be valid for a period of 180 days from the date of Techno-Commercial bid (Part-I) opening.
8. **Service support of the equipment under purchase is of utmost concern.** Tenderers shall elaborate on the service network and spare parts availability, which are to be ensured to maintain the equipment after initial commissioning and completion of warranty period. In case service/spare parts facilities are not available in India, tenderers shall indicate the maximum possible time in making such services available from places outside India.
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 50⁰ C. The electrical and controls should be tropicalised to withstand such climatic conditions.
10. **Payment Terms:** Tenderer shall adhere to the following payment terms :-
 - a) 80% of Ex-Works value of elevators and spares with 100% taxes, duties, freight , packing & forwarding and insurance against despatch documents.
 - b) 10% of Ex-Works value of elevators and spares on installation and commissioning of elevators at site.
 - c) Balance 10% of Ex-Works value of elevators and spares on erection and commissioning of elevators at BHEL site including consumables required for commissioning within 30 days of commissioning / full load & drop test at site against performance bond / Bank Guarantee of 10% of order value excluding taxes and duties.

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

 - Three Original of tax Invoices (Invoice)
 - One original and one copy of Packing List
 - Load Test Certificate of the elevators at Manufacturer Works, duly certified by BHEL or its Authorised Agency or its waiver.
 - Warranty Certificate for the goods
 - Certificate confirming, "Goods supplied are new".

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 elevators offered shall carry a warranty for a period of 12 months from the date of Installation and commissioning of elevators 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 every two months free visits of their service engineer from manufacturer's works/ service centers during the warranty period.**
13. 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.

GM./SCP

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.
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.

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. **Liquidated Damages:** 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. **Inspection:** 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 installation at site or 2000 hrs of operation whichever is earlier. 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 Installation and commissioning of elevators at sites for the satisfactory performance of the store shall be furnished at the time of claiming final 10% payment.**
14. **Insurance:** - 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. **Metric System:-** Suppliers are requested to give metric measurements while quoting.
16. **Arbitration :** 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.

GM./SCP.

ANNEXURE-II

RATE SCHEDULE

Sl.No.	DESCRIPTION	PRICE IN INR
1.	TOTAL PRICE FOR SUPPLY OF 2 (TWO) NUMBER OF RACK & PINION ELEVATORS OF 78 MTRS HEIGHT AS PER DETAILED SPECIFICATIONS ENCLOSED WITH TENDER ENQUIRY INCLUDING SUPERVISION OF ERRECTION, TESTING & COMMISSIONING OF ELEVATORS AT SITE. (WITH TECHNICAL SPECIFICATIONS AS PER ANNEXURE-I OF TENDER DOCUMENT).	
2	TOTAL PRICE FOR SUPPLY OF SPARES AS PER FOLLOW FOR EACH ELEVATOR. 1. GUIDE ROLLERS 16.NOS 2. COUNTER ROLLERS 04 NOS 3. PINION 02 NOS	
4	PACKING AND FORWARDING CHARGES	
6.	EXCISE DUTY, CST (Form C shall be provided by BHEL) P & F ETC. THE DETAILS TO BE SPECIFIED BY BIDDERS.	
7.	TRANSPORTATION / FREIGHT CHARGES & TRANSIT INSURANCE FROM MANUFACTURER WORK PLACE TO BHEL SITE OFFICE , AS PER BELOW. 1.) BHEL Site, In Anpara Power Project (U.P) 2 Nos	
	GRAND TOTAL	

NOTES:

- Tenders will be evaluated based on the prices quoted upto FOR Site.** Bidders are requested to quote for each and every item from 1 to 7 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.
- Any other charges, if not specified above, may also be indicated.
- Incomplete offer received may not be considered.
- 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.
- 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)

(To be stamped in accordance with Stamp Act)

BANK GUARANTEE TOWARDS CONTRACT PERFORMANCE

Bank Guarantee No:

Dated:

To

M/s Bharat Heavy Electricals Limited,
BHEL ,PSNR,
NOIDA

We refer to the contract ("the contract") for off shore/on shore services signed on.....between Bharat Heavy Electricals Ltd., (the main contractor) (which expression shall unless repugnant to the content or meaning thereof, including its successors, administrators, executors & assigns) having its Registered/Principal Office at BHEL House, Siri Fort, New Delhi 110049 through its unit or division at Power Sector-Northern region, Noida, Distt. Gautam Budd Nagar, UP and M/s..... ("the sub contractor") (which expression shall unless repugnant to the content or meaning thereof, including its successors, administrators, executors, assigns) having its Registered/Principal Office at.....concerning work
.....

Whereas in accordance with the terms of the said contract, the Sub-contractor having agreed to provide a contract performance guarantee for its faithfully performance of the entire contract equivalent to % (.....percent) of the total contract price i.e. upto (Rs.....(Rupees.....
.....only.) due to the Main contractor.

By this guarantee, we, the undersigned,.....a bank organized under the laws of India and having its Registered/Principal office at..... referred as "The Bank" (which expression shall unless repugnant to the content or meaning thereof include its successors, administrators, executors & assigns) do hereby irrevocably guarantee and undertake to pay upon the first demand to the Main Contractor all or part (as the case may be) monies payable by the Sub contractor to the extent of Rs....
.....(Rupees.....crores.....lacs.....thousand.....hundred only) without cavil or argument, demur, reservation, recourse, contest and/or without any reference to the Sub Contractor. Any such demand made by the Main contractor on the Bank shall be conclusive and binding not

withstanding any difference between the Main Contractor and Sub Contractor or any dispute pending before any court, tribunal, arbitrator or any other authority.

This guarantee shall remain in full force upto and including the -----day of200 (....days after the date of successful completion of defects liability period) and shall be extended from time to time for such period as may be desired by the main contractor.

The Bank also agrees that the Main contractor 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 sub contractor notwithstanding any security or other guarantee that the Main Contractor may have in relation to the sub contractor's liabilities.

The Bank further agrees that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and it shall continue to be enforceable until all the dues of the Main contractor under or by the virtue of this contract have been fully paid and its claim satisfied or discharged or until the Main contractor discharges the guarantee in writing.

We further agree between us and the main contractor for the purpose of this guarantee any notice given to us by the Main contractor and any amount claimed in such notice by the Main contractor and any amount claimed in such notice by the Main contractor shall be conclusive and binding on us notwithstanding any differences between the Main contractor and Sub Contractor or dispute pending before any court Tribunal, Arbitrators or any other authority. We further agree that this guarantee shall not be affected by any change in our Constitution or that of the Sub Contractor. We also undertake not to revoke this guarantee during the currency. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolutions or insolvency of the Sub Contractor and shall remain valid, binding and operative against the Bank.

The Main contractor shall have the fullest liberty without affecting his guarantee to postpone from time to time the exercise of power vested in them or any right which they might have against the Sub Contractor and to exercise the same at any time in any manner and either to enforce or to fore bear to enforce any covenants contained or implied in the contract between the Main Contractor and the Sub Contractor or any other course or remedy or security available to the Main Contractor. The Bank shall not be released from its obligations under these presents by any exercise by the Main contractor of its liberty with reference to matters aforesaid or any of them or by reasons of any other act of forbearance or other acts of omission and commission on the part of the Main Contractor or any other indulgence shown by the Main contractor or by any other

matter or thing whatsoever, which under law would, but for these provision, have the effect of relieving the Bank.

Notwithstanding anything containing herein above our liability under this guarantee is limited to% (.....percent) of the total contract price i.e..... upto Rs.....(Rupees.....only)

This guarantee shall remain in full force upto and including theday or.....200 (...days after the date of successful completion of defects liability period), unless extended further, from time to time for such period as may be desired by the main contractor and it shall remain in full force upto and includingdays after the extended date. Any claim under this guarantee must be received by us before the expiry of its period of validity including extended validity date, if any, and if no such claim has been received by us within the said validity period, the Main Contractor's rights under the guarantee will cease. However, if such a claim has been received by us within & upto the validity date/extended validity date all the Main contractor's rights under the guarantee shall be valid and shall not cease until we have settled the claim.

"Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts of at New Delhi/Delhi only".

IN WITNESS whereof the.....(Bank) has hereunto set and subscribed their hands the day, month and year first above written.

Signed for and on behalf of the Bank
(with the seal of the bank)

WITNESSES:

1. (Name and Address)
2. (Name and Address)

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.

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.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. 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 will 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.