



BHARAT HEAVY ELECTRICALS LIMITED
CENTRALISED STAMPING UNIT, 3rd floor, Room no.305
BHEL House, Siri Fort, New Delhi-110 049
Phone: 011-2649 2513; Fax: 011-26001150

TENDER ENQUIRY

Tender Enquiry No: TE-EQU-08-03	Tender Enquiry Date: 20.09.2008	Due Date for Submission of Pre Qualification Requirement (PQR): up to 1600 Hrs. on or before 10.10.2008
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To,

M/s _____

Dear Sir,

We are pleased to invite sealed offer in Two parts from **Qualified Bidders**, strictly in line with enclosed Terms & conditions (Section I to Section V). Please submit your lowest quotation /offer for the requirement below by the due date.

Item No	Description of Machine	Quantity	Required Delivery
1	Projection Welding Machine as per Tender specification-enclosed	01 No.	Supply: Within Six (06) Months Installation & Commissioning Period at BHEL Works: Within Three (03) weeks

Enclosures To Tender Enquiry :

Section I: General Conditions of Contract(GCC-A & GCC-B)- Along with Annexure 1 to 3

Section II: Special Conditions of Contract (SCC)-A along with Annexure-1 of SCC

Section III: Price Schedule

Section IV: Technical Specifications

Section V : Pre-Qualifying Requirement (Data Sheet & Eligibility criteria)

Sequence of Submission of Bid Documents:

- Duly Filled Pre Qualifying Requirements (Technical/Commercial)/ Section-V to be submitted first up to 1600 Hrs. on or before: 10.10.2008
- The qualified Vendors shall be intimated thereafter.
- The qualified vendors shall be called for pre-bid meeting. The date & time shall be intimated.

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- Only Qualified vendors shall be allowed to submit their detailed offer.
- Offers from Qualified vendor should reach us on or before on the due date- **Due date to be intimated later.**
- Bids would be opened on the **Due Date** in the presence of the Qualified Bidders who have submitted their bids and who wish to be present.
- The complete Tender Document (**Section I to V**) can be downloaded from BHEL site http://bhel.com/tender/list_tender.php

Interested Bidders may also obtain Tender Document from the office of Purchase officer /CSU &FP, New Delhi, on payment of cost of Tender Document.

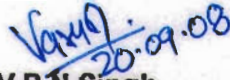
Cost of Tender Document – Rs. 2000/- or 40 Euros per Tender. Payment to be made through DD in favour of BHEL, payable at Delhi.

However, Vendors who have downloaded the Tender Documents from BHEL website will submit the cost of Tender by DD in favour of BHEL payable at Delhi along with offer.

INSTRUCTIONS: Also read 'Annexure- A' to Tender Enquiry Enclosed. Quotation not in accordance with the instructions is liable to be disqualified and ignored.

Your's faithfully,

For Bharat Heavy Electricals Limited


V.P.N. Singh
Purchase Officer (CSU & FP)
E-Mail: varun@bhel.co.in

ANNEXURE –A TO TENDER ENQUIRY

1. **Vendors who meet Pre-Qualification Requirements shall be eligible to Quote.**
2. The offers of unqualified vendors shall not be accepted and shall not be opened.
3. The bid to be submitted in a sealed envelope properly marked i.e. Tender No, Date, Due Date .The Tender to be submitted in two parts. The first part (Part-I) shall consist of the techno-commercial offer **with unpriced Price Schedule**. The second part (Part-II) shall be the Price schedule. Part I of the bid will be opened first and scrutinized. Successful bidders in techno-commercial bid Part – I will only be considered for opening of Price Schedule i.e. Part – II. Date of opening of Price Bid will be intimated separately to the Bidders who qualify in the Techno-Commercial bid.
4. **VALIDITY :**The Bid shall be valid for acceptance for 6 (six) months from the date of the opening of the Bid Part-I (Techno-commercial)
5. Address for submission and opening of PQR/BID:
Office of the purchase officer (CSU & FP)
Third Floor, Room No. 305, FABRICATION PLANT
BHEL House , Siri Fort, New Delhi 110 049, INDIA
Tel : +91 11 2649 2513
Fax : +91 11 2600 1150
Email: varun@bhel.co.in
6. Bid Security of 1500 Euro (for foreign Bidder)/ INR 100000/-shall be submitted in the form of a Bank Guarantee.
7. Offers without Bid Security & cost of tender will be rejected.
8. Offers with deviations from terms and conditions of the tender shall attract Loading & may not be considered.
9. BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post.
10. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation, or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.
11. Two separate orders will be placed on the successful bidder- One for the supply of Equipment on FOB basis (for foreign bidders)/ FOR BHEL Jagdishpur site basis (for Indian supplier) and other for Installation & Commissioning and related site services.

Cost of Tender Document: As per Tender Enquiry.

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SECTION I

GENERAL CONDITIONS OF CONTRACT

PART - A

GENERAL TERMS AND CONDITIONS

1. DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

- 1.1. The '**Purchaser**' or '**BHEL**' shall mean Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its Centralised Stamping Unit (**CSU**), BHEL House, Siri Fort, New Delhi-110 049, which expression shall include its successors and assigns.
- 1.2. The '**Tenderer**' shall mean the Firm/Company/Organisation, which quotes against the Tender Enquiry issued by the Purchaser. It may also be referred as '**Bidder**'.
- 1.3. The '**Supplier**' shall mean the firm/company/organisation with whom the Order/Contract is made and shall be deemed to include his successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred as '**Contractor**' or '**Vendor**'.
- 1.4. The '**Sub-contractor**' shall mean the person/firm/company/ organisation to whom any part of the work has been sub-contracted by the Supplier, with the written consent of the Purchaser and shall include his heirs, executors, administrators, representatives and assigns.
- 1.5. The '**Engineer**', for the purpose of this Contract shall mean an engineer, person or company duly appointed as such from time to time or such other officials as may be duly authorised and appointed and notified in writing by purchaser to act as engineer. In cases where no such Engineer has been so appointed, the word 'Engineer' shall mean the Purchaser or his duly authorised representative.
- 1.6. The '**Equipment**' shall mean and include plant and stores and materials to be provided by the Supplier under the Contract.
- 1.7. The '**Specification**' shall mean the specifications contained in the Tender Documents and any subsequent modifications thereof and the drawings, schedules etc. attached thereto, if any.
- 1.8. The '**Offer**' shall mean and include the technical and commercial documents

including specifications, schedule of prices and quantities, drawings etc submitted by the Tenderer in response to the tender enquiry and any subsequent clarifications thereof. It may also be referred as **'Bid'**.

- 1.9. **'Acceptance of offer'** shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful Tenderer.
- 1.10. The **'Contract'** shall mean and include the general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, Offer, covering letters, schedule of prices and quantities, letter of intent/award of the Purchaser, Offer of the Tenderer, any special conditions applicable to the particular Order and subsequent amendments mutually agreed upon. It may also be referred as **'Order'** or **'Purchase order'**.
- 1.11. The **'Contract Price'** shall mean the total price to be paid by the Purchaser to the Vendor for the supply & services to be provided by the Vendor to the Purchaser as per Contract. It may also be referred as **'Order Value'**.
- 1.12. The **'Site'** shall mean the site of the proposed work at BHEL Plant at Jagdishpur.
- 1.13. The **'Inspector'** shall mean the Purchaser for the time being or such other person as may be duly authorised and appointed in writing by Purchaser to act as Inspector for the purpose of Contract.
- 1.14. **'Approved'** shall mean the approval of the Engineer or of the inspector as the case may be in writing.
- 1.15. **'Test on completion'** shall mean such tests as are prescribed by the specifications and/or tests mutually agreed upon by the Purchaser and the Supplier, to be performed by the Supplier after Installation of the equipment to establish satisfactory operation as required by the specifications.
- 1.16. **'Commissioning'** shall mean the first operation of the equipment after all initial adjustments, trials, cleaning and re-assembly required at site, if any, have been completed and equipment is made ready for commercial use.
- 1.17. **'Performance Tests'** shall mean the tests to be conducted on the equipment at site for checking the performance parameters of the equipment as defined in Technical Specification.
- 1.18. **'Commercial use'** shall mean that use of the equipment, which the Contract contemplates or of which it is to be commercially capable.
- 1.19. **'Acceptance of Equipment'** shall have the meaning as specified elsewhere in this document.
- 1.20. **'Consignee'** shall mean the official(s)/person(s) to whom the Equipment is required to be delivered in the manner indicated in the Purchase Order.

- 1.21. **'Contract Engineer'** shall mean the official who has signed the Order/Contract on behalf of the Purchaser.
- 1.22. **'Site Engineer'** shall mean officer of the Purchaser as may be duly appointed and authorised in writing by the purchaser to act as the Site Engineer on his behalf.
- 1.23. **'Months'** shall mean calendar months.
- 1.24. **'Days'** shall mean calendar days.
- 1.25. **'Writing'** shall include any manuscript, typewritten or printed statement under or over signature, seal as the case may be.

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies corporate, limited liability companies, partnership and other legal entities.

2. SUBMISSION OF TENDER

2.1. General

- 2.1.1. The tender shall be addressed to the official as specified in the Tender Enquiry and shall be submitted with one original and two copies.
- 2.1.2. Sealed Tenders may be submitted personally, by Courier or by registered post with due allowance for any transit/postal delay. The tenders received after due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex/fax may not be considered unless confirmed in writing by a detailed offer.
- 2.1.3. The Tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the Tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before submission of the tender. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the Tenderer in his Offer.
- 2.1.4. Tenderer must fill the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the offer must be signed, stamped and submitted by the Tenderer. The information furnished shall be complete by itself.

- 2.1.5. The tender shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 2.1.6. All entries in the tender shall either be typed or be written in blue ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. The Tenderer shall duly attest all cancellations and insertions. Signatures shall be in blue ink.
- 2.1.7. DUNS number (allotted by M/s Dun & Bradstreet) shall be mentioned in the offer.
- 2.1.8. The Offer shall be signed by a person who has requisite authority from the Tenderer to do so. A copy of such authority (Power of Attorney) shall be enclosed with the Offer.
- 2.1.9. Standard pre-printed conditions of the Tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

2.2. Two Part Bids

- 2.2.1. Bidders shall submit the offer in three inner envelopes (covers) and one outer envelop (cover) as indicated below.
- 2.2.2. **Envelope I:** This sealed envelope should contain all the copies of technical & commercial bid together with Un-Priced Bid (price formats without prices). This envelope should be clearly marked “**Part I - Technical and commercial bid**”, indicating Tender No., Due Date and Address & Reference of the Bidder.
- 2.2.3. **Envelope II:** This sealed envelope should contain only **price formats with prices**. This envelope should be clearly marked “**Part II - Price bid**”, indicating Tender No., Due Date and Address & Reference of the Bidder.
- 2.2.4. **Envelope III:** This sealed envelop should contain Demand Draft for cost of Tender (if any) if not submitted earlier, and bank Guarantee for bid security. This envelope should be clearly marked “**Envelope III**”, indicating Tender No., Due Date and Address & Reference of the Bidder.
- 2.2.5. All the envelopes shall be put in one envelop, duly sealed, super scribed as Part I and Part II of Enquiry No., due date of opening, name & address of the officer inviting Tender and the address and reference of the Bidder.

2.3. Part I – Technical and Commercial Bid

2.3.1. Technical

This part shall include / indicate the following:

- 2.3.1.1. Complete scope of supply with all technical details and other terms and conditions.
- 2.3.1.2. Point by point confirmation for the Technical Specification in the specified format. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specification will be rejected.
- 2.3.1.3. List of customers to whom same or similar equipment have been supplied along with performance certificates.
- 2.3.1.4. Relevant catalogues.
- 2.3.1.5. List of spare parts (with part numbers) for two years operation and maintenance.
- 2.3.1.6. Information on shipping weight and cubage (length, width & height).

2.3.2. Commercial

This part shall include / indicate the following:

- 2.3.2.1. Port of shipment / Station of dispatch
- 2.3.2.2. Terms of payment
- 2.3.2.3. Taxes & duties applicable.
- 2.3.2.4. Delivery Schedule
- 2.3.2.5. Offer validity
- 2.3.2.6. Country of origin
- 2.3.2.7. Percentage of agency commission payable to Indian Agent, if any, along with a copy of the Agency Agreement.
- 2.3.2.8. A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without price particulars. Instead of the price, the Tenderer shall write 'quoted' against the item for which price have been quoted in the Price Bid.

2.4. Part II (PRICE- BID)

This part should contain the schedule of price particulars co-related to the technical details provided in Part I.

3. OPENING OF TENDERS

- 3.1. Authorised officer of BHEL at his office shall open tenders at the time and date as specified in the tender notice in the presence of such of those Tenderers or their authorised representative who may be present. However, The Purchaser reserves the right to open the tenders in-camera.
- 3.2. The envelop III will be opened first. Tenders received without the demand draft for cost of Tender and Bid Security in the form of bank guarantee will be rejected and Part I of Bid will not be opened.
- 3.3. The Part I - Technical & commercial bid alone would be opened on the Tender opening date.
- 3.4. The Part II - Price bid of only those Bidders who have been found to be techno-commercially suitable would be opened at a later date. These Bidders would be informed about the tender opening date.
- 3.5. Clarifications, if any, required by BHEL for technical and commercial evaluation may be sought from Bidders before opening of Part II - price bid.
- 3.6. In case it becomes necessary for the Tenderer to make any changes in his original price bid (Part-II) on account of technical/commercial confirmations/clarifications, against the changes advised by the purchaser to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted in the form of a revised price bid, if asked for by the Purchaser.
- 3.7. If a revised price bid has been submitted, normally only the final revised price bid shall be opened. However, BHEL reserves the right to open the earlier price bids, if required.
- 3.8. Unsolicited price bids shall not be entertained.
- 3.9. Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the Tenderer over others, may result in rejection of the tender.

4. QUALIFICATION OF TENDERERS

- 4.1. Details of Qualification Requirements are given in Technical Specifications.
- 4.2. Only Tenderer who has previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work. Offer from Tenderer who does not have proven and established experience in the field is not likely to be considered.
- 4.3. Tenders will be accepted from the equipment manufacturers only and not from their agents.

5. VALIDITY OF OFFER

- 5.1. The offer shall be open for acceptance from the date of opening of tender part - I for a period as specified in Tender Enquiry. In case the Purchaser calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding on the Tenderer.

6. REJECTION OF TENDER AND OTHER CONDITIONS

- 6.1. The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the Tenders without assigning any reason whatsoever.
- 6.2. Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 6.3. If the Tenderer deliberately gives wrong information in his tender, Purchaser reserves the right to reject such tender at any stage or to cancel the Contract, if awarded and forfeit the Bid Security / Contract Performance BG /any other moneys due.
- 6.4. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Tenderer who resorts to canvassing are liable to be rejected.

7. EVALUATION OF OFFERS

- 7.1. Evaluation of offers shall be on the basis of delivered cost at Site i.e. total cost to the Purchaser, taking into consideration loadings, if any, and all available financial advantages.
- 7.2. Deviations (Commercial as well as Technical) from the Tender Specifications are generally not acceptable. However, if any deviation is considered by the Purchaser, the same shall be loaded for comparison, while evaluating the offer.
- 7.3. Loading criteria in respect of the deviations shall generally be on the principle of time and value of money in respect of commercial deviations, and similar quantification – as may be decided by the Purchaser – in respect of technical deviations.
- 7.4. Loading criteria in respect of the deviation(s) shall be communicated to the concerned Bidder(s) before Price Bid opening. If a Bidder unconditionally withdraws any deviation before Price Bid opening, the same shall not be loaded.
- 7.5. Rates of Exchange taken for conversion of foreign currency to Indian Rupees for the comparison of bids shall be the inter bank TT selling rates of State Bank of India as at the close of business on the date of opening of Tender Part I.

- 7.6. The Purchaser reserves its right to negotiate with the Bidder and/ or go for reverse auction.
- 7.7. The Purchaser reserves its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy of the Govt. of India.

8. LETTER OF INTENT

- 8.1. The Purchaser shall issue a Letter of Intent for award of work to the successful Tenderer as soon as his Bid has been accepted giving brief details of the equipment and other terms & conditions.
- 8.2. Detailed Purchase Order will be issued by the Purchaser after issue of the Letter of Intent.
- 8.3. The Letter of Intent/ Purchase Order shall be issued in the name of Bidder only.

9. EFFECTIVE DATE OF CONTRACT

- 9.1. The responsibility of successful Tenderer under this Contract commences from the date of issue of the Letter of Intent by the Purchaser.
- 9.2. The Effective Date of Contract shall be the date of issue of the Letter of Intent.

10. PRICES

10.1. Fixed price

- 10.1.1. Prices quoted by the bidder shall be fixed and not subject to any variation whatsoever during the period of Bid validity and execution of the Purchase Order. A Bid submitted with an adjustable price will be treated as non -responsive and rejected.
- 10.1.2. Prices shall be written in words and figures. The discrepancy in quoted price, if any, shall be corrected as follows:
 - If there is a discrepancy between words and figures, the amount given in words shall prevail.
 - If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price and quantity, the unit price shall prevail.
 - If there is a discrepancy between the sub-total price and total price which is obtained by adding the various sub-total prices, the sub-total price shall prevail.
 - The Order will be issued on the corrected price or the quoted prices for the complete scope of work (whichever is lower).

10.2. Bid currency

- 10.2.1. Indian bidders should quote the prices only in Indian Rupees.
- 10.2.2. Foreign bidders may quote the prices in their home currency, US Dollars or Euros (any one) and Indian Rupees.

10.3. Taxes and Duties

- 10.3.1. All Taxes and Duties payable as extra to the quoted price should be specifically stated in offer. Purchaser will not be liable for payment of Taxes and Duties not specifically mentioned in the offer.

11. DELIVERY

- 11.1. Bidders are required to quote their best delivery period.
- 11.2. Foreign Bidders should submit their offer on FOB Nearest Sea Port / FCA Nearest Air Port basis as per Incoterm 2000 for foreign supplies and on FOR dispatching station basis for indigenous supplies.
- 11.3. Indian Bidders should submit their offer on FOR Site basis including transportation but excluding transit insurance.
- 11.4. Delivery shall be counted from the date of Letter of Intent.
- 11.5. Date of dispatch for Indian supplies (date of RR/ GR etc) and date of shipment (date of Bill of Lading, Air Way Bill etc) for foreign supplies shall be treated as date of delivery.
- 11.6. The title of goods shall pass on to the Purchaser on FOB Nearest Sea Port / FCA Nearest Air Port for foreign goods and on FOR dispatching station dispatch for domestic goods.

12. COMPLETENESS OF THE EQUIPMENT

- 12.1. The Equipment shall be complete in every respect with all mountings and testing and fixtures and standard accessories, which are normally supplied. The Supplier shall not be eligible for extra payment in respect of such mountings, fittings, fixtures and accessories which are needed for efficient and safe operation of the Equipment.
- 12.2. All similar components or parts of similar equipment supplied by the Seller shall be interchangeable with one another.

13. TOOLS, CONSUMABLES AND SPARE PARTS

- 13.1. The Tenderer shall provide installation, commissioning and maintenance tools and tackles at no additional cost, unless otherwise stated in the Tender Documents.

13.2. The Tenderer shall provide commissioning spares and consumables at no extra cost to the Purchaser.

13.3. Mandatory/ recommended spares for two years operation shall be quoted item wise.

14. TERMS OF PAYMENT

14.1. Indian Bidders

14.1.1. The terms of payment shall be as per Special Conditions of Contract.

14.2. Foreign Bidders

14.2.1. The terms of payment shall be as per Special Conditions of Contract.

14.3. Tax Deduction at Source

14.3.1. Installation and commissioning charges will be released after deduction of Income Tax as per the Govt. of India rules in force. The Tax Deduction at Source (TDS) certificate will be issued by BHEL. Service Tax on E&C charges will be payable extra, if applicable. The liability of depositing the same to the Govt. will be of the Supplier.

14.4. MODVAT credit (for Indian Bidders only)

14.4.1. The price bid 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 Vendor is availing MODVAT credit for his input materials, the effect of proforma credit should be passed on to the Purchaser.

14.5. Bank Charges

14.5.1. All bank charges for negotiation of documents through bank shall be to the account of the Seller.

14.5.2. No interest, whatsoever, shall be payable by Purchaser on the security deposit, any bank guarantee submitted or any amount due to the Seller by the Purchaser.

15. INVOICES AND PAYMENT DOCUMENTATION

15.1. Invoices shall be issued by the Supplier in the name of the Purchaser.

15.2. The invoices shall contain the following information:

- i) Project name
- ii) Item no, quantity and description of equipment as per Purchase Order.
- iii) Gross amount payable and net amount payable.

15.3. The following documents shall be presented by the Supplier to the Purchaser for drawing payment:

- i) Signed Commercial invoice in quadruplicate.
- ii) Clean on board Bill of Lading/ Airway Bill (for foreign Suppliers)/ LR (or equivalent document (for Indian Suppliers)
- iii) Packing list indicating dimensions of each case / bundle / piece shipped, with weight and number of items it contains.
- iv) Manufacturer's Inspection / Test certificate
- v) Certificate of Country of Origin, issued by an independent third party like Chamber of Commerce (for foreign Suppliers).
- vi) Manufacturer's Guarantee / Warrantee certificate as per Purchase Order.
- vii) Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.
- viii) Certificate from shipping company or its agent that the vessel is seaworthy and approved by Lloyds / Classification Societies / General Insurance Corporation of India (for foreign Suppliers).
- ix) Despatch clearance certificate from Purchaser.

15.4. For foreign supplies, all documents shall show Purchase Order No and date, Import License No and date (if any) and Letter of Credit No and date. Loading on deck and trans-shipment will not be allowed.

15.5. The complete equipment shall be despatched in one lot. If, for any reason, a Vendor wants to despatch the equipment in more than one lot, it shall be only after written approval of the Purchaser. For this purpose, the Vendor shall submit to Purchaser a detailed list of items proposed to be despatched in various lots with price break-up for approval of the Purchaser.

15.6. Detailed procedure for preparation and submission of payment documentation will be provided by the Purchaser at a later stage.

16. SECURITIES

16.1. The Vendor is required to submit the following bank guarantees as security in the form and manner specified below. The amount of Bank Guarantee shall be as per Special Conditions of Contract.

16.2. Bid Security

16.2.1. Every tender must be accompanied by Bid Security of specified amount in the form of a bank guarantee valid up to the Tender validity

date with a claim period of further two months. The Bid Security shall be submitted as per proforma given in Annexure GCC – 1.

- 16.2.2. Tenders received without Bid Security in full in the manner prescribed above will not be considered.
- 16.2.3. The Bid Security of the successful Tenderer will be returned after submission of Contract Performance Bank Guarantee.
- 16.2.4. In the case of unsuccessful Tenderers, the Bid Security will be refunded to them after finalization of the Tender.
- 16.2.5. BHEL reserves the right of forfeiture of Bid Security in case the Tenderer:
 - a) After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.
 - b) Fails to communicate unqualified acceptance of Letter of Intent within 7 days from the date of issue of Letter of Intent.
 - c) Fails to submit Contract Performance BG within 1 month of issue of Letter of Intent.

16.3. Contract Performance Bank Guarantee

- 16.3.1. The successful Tenderer shall furnish a Contract Performance Guarantee (CPBG) of the specified amount confirming that the Contract will be executed as per the terms and conditions and the CPBG should be valid till the Acceptance of Equipment at Purchaser's works (after completion of installation and commissioning and successful performance test) with a further claim period of two months. The Contract Performance Bank Guarantee shall be submitted as per proforma given in Annexure GCC – 2.
- 16.3.2. The Contract performance Guarantee will be released to the Vender after receipt of Performance Bank Guarantee.

16.4. Performance Bank Guarantee

- 16.4.1. The Vendor shall furnish a Performance Guarantee (PBG) of the specified amount confirming that necessary service and maintenance support and guarantee replacements will be provided during the guarantee period. The PBG shall be valid up to end of the guarantee period with additional claim period of 2 months. The PBG shall be submitted as per proforma given in Annexure GCC – 3.

16.5. For All Bank Guarantees

- 16.5.1. The BGs shall be established though a bank in India acceptable to the Purchaser.

- 16.5.2. All charges for establishing and amending the BGs, if necessary, shall be to Vendor's account.

17. PENALTY FOR DELAY

- 17.1. The delivery of Equipment specified in the Purchase Order should be made within the time prescribed for completion of scope of work. Failure to complete the work in time as per the delivery specified in the Purchase Order would make the Vendor liable to an un-conditional penalty as per details given in the Special Conditions of Contract.

18. RISK PURCHASE

- 18.1. If the Vendor is found to be not in a position to execute the Order in time, the Purchaser, at his option, will be entitled to terminate the Contract and to purchase and/or complete the work from elsewhere at the risk and cost of the Vendor either the whole of the goods or any part which the supplier has failed to deliver/ despatch or complete the work within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore.

19. PURCHASER'S RIGHT OF REJECTION

- 19.1. Notwithstanding any approval which Purchaser or the Engineer may have given in respect of the Equipment or any materials or other particulars or the work or workmanship involved in the performance of the Contract (whether with or without any test carried out by Seller or the Inspection Agency or under the direction of the Contract Engineer), and notwithstanding delivery of the Equipment where so provided to the Purchaser, the Purchaser shall be entitled to reject the Equipment or any part, portion or consignment thereof, if such Equipment or part, portion of consignments thereof is not in all respects in conformity with the terms and conditions of the Contract whether on account of any loss, storage, deterioration or damage before dispatch or delivery or during transit or otherwise, whatsoever.
- 19.2. Rejected goods or materials shall be removed by the Seller from the Site. The expenses to be incurred in respect thereof shall entirely be borne by the Seller.

20. INSURANCE

- 20.1. Transit insurance for all supplies shall be arranged by the Purchaser. However Vendor shall inform the Purchaser well in advance the despatch details before despatch of Equipment to enable Purchaser to arrange the insurance.
- 20.2. Purchaser shall also arrange for insurance of the Equipment and materials covering the risk during storage, installation and commissioning at Site.

21. INDIAN AGENT & AGENCY COMMISSION (FOR FOREIGN BIDDERS)

- 21.1. Offers from Indian agents on behalf of their principals (Foreign Manufacturers) will not be accepted.
- 21.2. An Indian Agent can represent only one Foreign Manufacturer against a particular Tender.
- 21.3. Agency commission, if any, payable to the Indian Agents, shall be shown separately in the offer. This will be paid in Indian Rupees, on satisfactory completion of the Contract. Copies of current Agency Agreement / Authorization Letter in respect of Agency Commission shall be furnished along with offer. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of Purchase Order will be taken.

22. SHORT SHIPMENT / GUARANTEE REPLACEMENT

- 22.1. Any shortages or damages during transit, transportation or handling at site, including at the time of installation and commissioning, shall be made good by the Seller/Contractor at his risk and costs, to meet the project schedule. In case of faults/discrepancies in any material, component, sub-assembly, assembly, etc., the same shall be supplied/ replenished free of cost to enable the equipment to be put in service. Shortages in sound cases shall also be replenished free of cost.
- 22.2. In case of foreign supplies, customs duty (including any other duties and surcharges) levied in India on such supplies shall be borne by the Vendor. All such supplies shall be on FOR, BHEL Works basis and all taxes and duties shall be borne by the Vendor.
- 22.3. Any replacements during the guarantee period shall be on FOR, BHEL Works basis and all taxes and duties (including customs duty) shall be borne by the Vendor.

23. INSPECTION AND TESTING

- 23.1. The Engineer/Inspector shall have at all reasonable time, access to the Supplier's premises or Works and shall have the power at all reasonable times to inspect drawings or any portion of the plant or examine the materials and workmanship of the power plant during its manufacture and if parts of the plant is being manufactured in other premises, the Supplier shall obtain permission for the Engineer/Inspector permission to inspect such equipment.
- 23.2. The Supplier shall give the Engineer/Inspector 21 day's written notice of Equipment being ready for testing. Such tests shall be to the Supplier's account except for the expense of the Inspector and the Engineer/Inspector. Unless the inspection of the tests is virtually waived, the Inspector /Engineer shall attend such tests within 21 days of the date on which the plant is notified as being ready, failing which visit, the Supplier may proceed with the tests which shall be deemed to have been made in the Inspector's

presence and he shall forthwith forward to the Inspector duly certified copies of the tests in triplicate. The equipment on which witnessing of tests is required, shall be mutually identified and agreed.

- 23.3. When the factory tests have been completed at the works of the Vendor or Sub-Vendor, the Engineer/Inspector shall issue a certificate to this effect within fifteen days after completion of tests. If the tests are not witnessed by the Engineer/Inspector, the certificate shall be issued after receipt of the Supplier's test certificate by the Engineer/Inspector. The completion of these tests or issue of the certificate shall not bind the Purchaser to accept the equipment should it, on further tests after installation, be found not to comply with the Contract.

24. PACKING

- 24.1. The Supplier shall include and provide for secure protection and packing for the Equipment so as to avoid damages in transit to Site under proper conditions and he shall be responsible for all losses or damages caused or occasioned by any defect in packing.
- 24.2. The Equipment shall be packed in suitable strong cases wherever essential. Large article such as bed plates which are not packed in cases, shall have all screwed holes plugged suitably and machined surfaced properly protected.
- 24.3. Weight and dimension limitation for transport shall be followed.

25. QUALITY OF MATERIALS

- 25.1. The plant shall be manufactured and constructed in the best workman like manner and with materials of the best or of approved qualities for their respective uses.
- 25.2. A Quality Assurance Plan shall be submitted by the Vendor to the Purchaser giving details of manufacturing and testing standards and procedures for major equipment for his approval.
- 25.3. Vendor shall purchase the bought out items only from vendors of repute and indicate the same to the Purchaser at the time of approval of drawings. Purchaser reserves the right to approve/ reject such vendors and visit / inspect the works of vendors and that of their sub-contractors before or after placement of order.

26. DESIGN IMPROVEMENT

- 26.1. The Inspector or the Supplier may propose changes in the specification of the Equipment or quality thereof and if the parties agree upon any such changes the specifications shall be modified accordingly.

- 26.2.** If any such agreed upon change is such that it affects the price or delivery, the parties shall agree in writing as to the extent of any change in the price and/or delivery or both, before the Supplier proceeds with the change.

27. DRAWING / DATA APPROVAL

- 27.1. Any drawing / data approval required from BHEL after placement of order shall be the responsibility of the Vendor and any delay on account of the same shall be the responsibility of the Vendor and will have no bearing on delay in delivery or applicable penalty.

28. ACCEPTANCE OF EQUIPMENT

- 28.1. The Equipment will be accepted by the Purchaser after installation, testing and commissioning of the Equipment at Site and after completion of following activities.
- 28.1.1. All components and sub-assemblies of the Equipment have been properly assembled and tested.
 - 28.1.2. All facilities necessary for the safe and reliable operation of the Equipment have been properly installed and adjusted.
 - 28.1.3. The equipment can be safely placed in operation for its intended use.
 - 28.1.4. Spares, service tools and manuals have been delivered to the Purchaser.
 - 28.1.5. On site training of the Purchaser's personnel have been completed as per Contract.
- 28.2. A letter of Acceptance of Equipment shall be issued by the Site Engineer after acceptance of the Equipment.
- 28.3. The guarantee period of the Equipment will start from the date of acceptance of Equipment by the Purchaser.

29. USE OF DRAWING/ DESIGN INFORMATION

- 29.1. The Vendor shall undertake that the drawings / design / Information enclosed with the Tender / Order or sent to him subsequently is the property of BHEL and it will not be parted to any other agency and will also not be used for any purpose detrimental to the interests of BHEL.

30. PERFORMANCE GUARANTEE

- 30.1. The Supplier guarantees that the Equipment will be new and in accordance with the specifications; that the Equipment will be free from defects in material and workmanship; and that the Equipment will meet the specified performance parameters

- 30.2. For the guarantee period the Supplier shall be liable to repair or replace any defective parts that may develop in the Equipment of his own manufacture or those of his sub-Suppliers under conditions arising from faulty design, materials or workmanship; provided that notice of any such defects or failure to conform to the specifications is promptly given within 30 days by the Purchaser to the Supplier.
- 30.3. The acceptance of the plant by the Engineer shall, in no way, relieve the Supplier of his obligation under this clause.
- 30.4. In the case of defective parts not repairable at site but essential in the meantime for commercial operation of the plant, the Supplier and Purchaser shall mutually agree to a programme of replacement or renewal which will minimise, to the maximum extent, interruption in the operation of the Equipment.
- 30.5. If it becomes necessary to replace or renew any defective parts under this clause, the provisions of this clause shall apply to replaced part until 6 months from the date of replacement or until the expiration of original guarantee, whichever is later.
- 30.6. Guarantee period for the Equipment shall be as specified in the Special Conditions of Contract.

31. PROGRESS REPORTS

- 31.1. The Supplier shall furnish to the Purchaser Progress Reports of the equipment manufactured at the end of every months as per mutually agreed format.

32. REVERSE AUCTION (RA)

- 32.1. BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Information and general terms and conditions governing RA are given below.
- 32.2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 32.3. BHEL will engage the services of a Service Provider who will provide all necessary training and assistance/ demonstration before commencement of on line bidding on internet.
- 32.4. BHEL will inform the Vendors in writing the details of Service Provider to enable them to contact for training/ demonstration.
- 32.5. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
- 32.6. 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.

- 32.7. BHEL will provide the calculation sheet which will help the Vendors to arrive at "Total Cost to BHEL" by including items like Packing & Forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL Commercial terms & conditions, if any) for each of the Vendors to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 32.8. Reverse auction will be conducted on a scheduled date & time.
- 32.9. At the end of Reverse Auction event, the lowest bid value will be known on the network.
- 32.10. The lowest bidder has to fax the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
- 32.11. 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.
- 32.12. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.

33. HEALTH SAFETY & ENVIRONMENT (HSE)

- 33.1. Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals)
- 33.2. Competency requirements for operation, maintenance and calibration, if any, shall be communicated
- 33.3. If any hazardous chemicals as per MSIHC (Manufacturing, storage and import of Hazardous Chemicals) Rules 2000 are used, the MSDS shall be provided, along with On site & Off site emergency plan (as applicable)
- 33.4. The noise level at operator level shall be within acceptable range and shall be specified.
- 33.5. OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified.
- 33.6. The machine / equipment shall be fitted with guard for rolling and moving parts and shall comply with applicable OH&S legislations and Factories Act 1948
- 33.7. The supplier shall submit the layout drawing of operating controls, displays etc. and operating instructions to enable ergonomics evaluation and approval
- 33.8. The recommended PPE (Personal Protective Equipment) for the equipment shall be furnished.

- 33.9. Alarm system (both visual and audible) and Automatic switch off of the equipment shall be provided for any intrusion, overloading, short circuiting or any malfunctioning of the equipment
- 33.10. Details of all hazardous / harmful substances discharged as by-products / wastes during operations of the machine / equipment, such as fumes, gases, dust particles, aerosols UV./IR (Ultra violet / infra red) radiations, etc. shall be furnished, along with their concentrations and their TL V, (Threshold Limit Value).
- 33.11. Appropriate pollution control measures shall be proposed to keep the emissions from the machinery / processes within the prescribed limit as stated in Environment Protection Rules 1986.
- 33.12. All furnaces, process units, DG sets, paint booths, shot blasting chambers, etc. shall be provided with stack(s) of sufficient height as per guidelines laid down in the Environment Protection Rules 1986.
- 33.13. Wherever industry specific standards are not available for control of pollutants, general emission standards shall be used.
- 33.14. Chemicals banned due to their negative impact on the environment shall not be used in the process.
- 33.15. Fuels with sulphur content less than 0.05% shall be proposed.
- 33.16. Details regarding nature of waste generated and appropriate disposal practices available shall be provided, along with the operation procedure of the plant / process.
- 33.17. Hazardous chemicals and flammable substances shall be transported only through authorized transporters and all safety practices as laid down in applicable legislative requirements such as Central Motor Vehicle Rules, Manufacture, storage and Import of Hazardous Chemical 1989, etc. shall be followed
- 33.18. Primary materials used in the equipment shall be specified and they shall be eco – friendly.

34. COOPERATION WITH OTHER VENDORS

- 34.1. The Supplier shall agree to co-operate with the Purchaser's other suppliers and consulting engineers for associated equipment and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of equipment. No remuneration shall be claimed from the Purchaser for such technical co-operation. The inspector shall be provided with two copies of all correspondence addressed by the Supplier to other Suppliers in respect of such exchange of technical information

35. FORCE MAJEURE

- 35.1.** Notwithstanding anything contained in this Contract, neither the Supplier and nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the Supplier or Purchaser has no control.

36. ARBITRATION

- 36.1.** The Purchaser and Supplier shall settle the disputes and differences arising out of this agreement in good faith. In the event that a dispute can not be resolved within reasonable time, the parties agree that the agreement shall be subject to arbitration under the Indian Arbitration & Conciliation Act 1996. Notwithstanding anything to the contrary in such rules there shall be three arbitrators, one appointed by the Purchaser, one appointed by the Supplier and the third appointed by the other two arbitrators. No aspect of any arbitration proceedings shall be made public by either party. The arbitration tribunal shall give reasonable award in writing. The award of the arbitration tribunal shall be final and binding on the parties. Any disputes under this order shall be under jurisdiction of New Delhi Courts only.

37. CONTRACT LAW AND JURISDICTION

- 37.1.** This Contract shall be governed by the laws of India.
- 37.2.** No court shall entertain or try any suit or legal proceedings to enforce any claim arising out of the Contract except in a court of law having jurisdiction at New Delhi.

ANNEXURE: GCC -1**PROFORMA FOR BANK GUARANTEE FOR BID SECURITY**

(To be issued on appropriate valid non-judicial stamp paper)

This Deed of Guarantee made this Day of 200 by Bank Ltd. (hereinafter called the 'Bank'), in favour of Bharat Heavy Electricals Limited, having its Registered Office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called the 'Purchaser') throughunit.

Whereas M/s (hereinafter called the Tenderer) have submitted a tender in response to tender specification No/ Enquiry No..... (hereinafter called the said 'Tender Documents') of the Company.

And whereas the said tender documents provide that the Tenderer shall submit a bank guarantee for a sum of Rs..... (Rupees..... only) towards Bid Security to be made in the form and manner therein specified.

And whereas the Tenderer have approached (Bank) and at their request and in consideration of the arrangement arrived at between the said Tenderer and the said Bank, the said Bank has agreed to give such guarantee as hereinafter mentioned to the aforesaid Purchaser.

Now, therefore, these presents witness that we (Bank) by the hand of Shri..... its lawfully and duly constituted attorney do hereby undertake to pay the aforesaid Purchaser a sum of Rs..... (Rupees) by virtue of this Guarantee against any loss or damage caused to or suffered by the said Purchaser by reason of any breach by the aforesaid Tenderer of any of the terms, conditions, stipulations undertakings or any one of them contained in the said Tender Documents, and for the payment of any money or moneys payable by the said Tenderer to the said Purchaser under the terms and conditions of the tender documents (the decision regarding the breach, loss, damage or payment due, being solely in the discretion of the said Company. We further undertake to pay the aforesaid amount in a lump sum on demand irrespective of the fact whether the said Tenderer admits or denies such claim or questions its correctness in any Court, Tribunal of 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 for the time being granted by the said Purchaser to the Tenderer in or for fulfilling conditions of the tender documents and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said Tender Documents irrespective of whether notice of such change and/or variation is given to us or not and claim to receive such notice of any change and 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 tender document is hereby specifically waived by us. Further, we shall not be released from this guarantee by any forbearance of the exercise or non-exercise of any of the powers or rights under the said tender documents by the said Purchaser against the Tenderer irrespective of

whether notice of such forbearance, enforcement or non-enforcement of any powers or rights, modifications or changes made in the said tender documents or concessions shown to the Tenderer by the Purchaser is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the Tenderer but shall in all respects and for all purposes be binding and operative until all payments of all moneys due or that may become due to the said company in respect of any liability or obligation of the Tenderer under the said tender document.

We the said Bank further agree that the guarantee hereinafter contained shall remain in full force and effect during the period that would be taken for the finalisation of the tender and execution of agreement there of and that it shall continue to be enforceable till the required Contract Performance Guarantee is issued by the successful Tenderer, as stipulated in the said Tender Documents or till the Purchaser certifies that the terms and conditions of the said tender documents have been fully and properly carried out by the said Tenderer and accordingly discharges the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the(date – tender validity date plus two months) 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.

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

And lastly, theBank undertakes not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

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

Dated the Day of

Attorney (signature of the person duly authorised to sign on behalf of the bank)

Witness

ANNEXURE: GCC - 2**PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE**

(To be issued on appropriate valid non-judicial stamp paper)

This Deed of Guarantee made this Day of 200 by Bank Ltd (hereinafter called the 'Bank', in favour of Bharat Heavy Electricals Limited, having its Registered Office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called the 'Purchaser') throughunit.

Whereas M/s (hereinafter called the Vendor) proposes to enter into a Contract arising out of the Letter of Intent No addressed by the Company to the Vendor, for.....(scope of supply & services) (hereinafter called the 'Agreement').

And whereas the said Agreement provides that the Vendor shall submit a Bank Guarantee for a sum of Rs..... (Rupees..... only) towards Contract performance guarantee to be made in the form and manner therein specified.

And whereas the Vendor have approached (Bank) and at their request and in consideration of the arrangement arrived at between the said Vendor and the said Bank, the said Bank has agreed to give such guarantee as hereinafter mentioned to the aforesaid Purchaser.

Now, therefore, these presents witness that we (Bank) by the hand of Shri..... its lawfully and duly constituted attorney do hereby undertake to pay the aforesaid Purchaser a sum of Rs..... (Rupees) by virtue of this Guarantee without any demur, merely on a demand from the Purchaser and to keep the company indemnified to the extent of Rs....., by virtue of this guarantee against any loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Vendor of any of the terms or conditions contained in the said Agreement or by reason of the Vendor's failure to perform the said Agreement and for the payment of any money payable by the said Vendor to the Purchaser under the terms and conditions of the said Agreement (the decision regarding the breach, loss, damage or payment due being solely at the discretion of the Purchaser).

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor, any suit or proceeding pending before any court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The aforesaid guarantee will remain in force and we shall be liable under the same, irrespective of any concession for the time being granted by the said Purchaser to the Vendor in or for fulfilling the said Agreement and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said Agreement irrespective of whether notice of such change and/or variation is given to us or not and claim to receive such notice of any change and or/variation is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the Vendor but shall in all respects and for all purposes be binding and operative until all payments of all moneys due or that may become due to the said Vendor in respect of any liability or obligation of the Vendor under the said Agreement.

We the said Bank further agree that the guarantee hereinafter contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Agreement have been fully paid and the Agreement have been fully and properly carried out by the Vendor and accordingly discharges the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the(date- acceptance of equipment at Purchaser's works plus two months) 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.

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

The bank undertakes not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

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

Dated The Day of

Attorney (signature of the person duly authorised to sign on behalf of the bank)

Witness

ANNEXURE: GCC - 3**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(To be issued on appropriate valid non-judicial stamp paper)

This Deed of Guarantee made this Day of 200 by Bank Ltd (hereinafter called the 'Bank', in favour of Bharat Heavy Electricals Limited, having its Registered Office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called the 'Purchaser') throughunit.

Whereas M/s (hereinafter called the Vendor) has entered into a Contract arising out of the Purchase Order No addressed by the Purchaser to the Vendor, for.....(scope of supply & services) (hereinafter called the 'Agreement').

And whereas the said Agreement provides that the Vendor shall submit a Bank Guarantee for a sum of Rs..... (Rupees..... only) towards Performance Guarantee to be made in the form and manner therein specified.

And whereas the Vendor have approached (Bank) and at their request and in consideration of the arrangement arrived at between the said Vendor and the said Bank, the said Bank has agreed to give such guarantee as hereinafter mentioned to the aforesaid Purchaser.

Now, therefore, these presents witness that we (Bank) by the hand of Shri..... its lawfully and duly constituted attorney do hereby undertake to pay the aforesaid Purchaser a sum of Rs..... (Rupees) by virtue of this Guarantee without any demur, merely on a demand from the Purchaser and to keep the company indemnified to the extent of Rs....., by virtue of this guarantee against any loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Vendor of any of the terms or conditions contained in the said Agreement or by reason of the Vendor's failure to perform the said Agreement and for the payment of any money payable by the said Vendor to the Purchaser under the terms and conditions of the said Agreement (the decision regarding the breach, loss, damage or payment due being solely at the discretion of the Purchaser).

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor, any suit or proceeding pending before any court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The aforesaid guarantee will remain in force and we shall be liable under the same, irrespective of any concession for the time being granted by the said Purchaser to the Vendor in or for fulfilling the said Agreement and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said Agreement irrespective of whether notice of such change and/or variation is given to us or not and claim to receive such notice of any change and or/variation is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the Vendor but shall in all respects and for all purposes be binding and operative until all payments of all moneys due or that may become due to the said Vendor in respect of any liability or obligation of the Vendor under the said Agreement.

We the said Bank further agree that the guarantee hereinafter contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Agreement have been fully paid and the Agreement have been fully and properly carried out by the Vendor and accordingly discharges the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the(date – end of guarantee period plus two months) 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.

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

The bank undertakes not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

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

Dated The Day of

Attorney (signature of the person duly authorised to sign on behalf of the bank)

Witness

SECTION I
GENERAL CONDITIONS OF CONTRACT

Part –B

**GENERAL TERMS AND CONDITIONS FOR INSTALLATION, TESTING AND
COMMISSIONING AT SITE**

1. SITE INSPECTION

- 1.1. Before tendering, the Tenderers are advised to inspect the site of work and working environment and be well acquainted with actual working conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.

2. COMMENCEMENT OF WORK

- 2.1. BHEL will issue a letter to the Contractor when the Site is ready for start of the erection work giving sufficient notice for mobilisation.
- 2.2. The Contractor shall commence the work within the time indicated in the letter issued by BHEL and shall proceed with the same with due expedition without delay.
- 2.3. All the work shall be carried out under the direction and to the satisfaction of BHEL.

3. RESPONSIBILITIES OF THE CONTRACTOR

3.1. Tools & Plants

- 3.1.1. The Contractor is required to provide all necessary tools and plants, measuring/testing instruments and handling equipments for handling, installation, testing and commissioning of Equipment.
- 3.1.2. The Contractor shall provide all the necessary temporary structures and necessary safety devices etc. as required during preassembly, calibration, installation, testing and commissioning of the Equipment.
- 3.1.3. The Tools & Plants to be arranged by the Contractor shall be in proper working condition. Their operation shall not lead to unsafe conditions.

- 3.1.4. It is not obligatory on the part of BHEL to supply any tools or tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon availability, BHEL's handling equipment and other plants may be made available to the Contractor on payment of the hire charges/ free of charges as fixed, subject to the conditions laid down by BHEL from time to time. Unless paid in advance, such hire charges, if applicable, shall be recovered from Contractor's bills in one instalment.
- 3.1.5. All the properties/equipments/components of BHEL loaned with or without deposit to the Contractor in connection with the Contract shall remain properties of BHEL. The Contractor shall use each property for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the Contractor. The Contractor shall return them in good condition as and when required.

3.2. Consumables

- 3.2.1. The Contractor shall provide all consumables required for carrying out the work covered under his scope of work.

3.3. Field Office

- 3.3.1. One temporary office cabin of about 10 sq Meter with sitting arrangement for two persons along with one 1.5 Tonne capacity window AC shall be provided by BHEL. Additional office space, if required shall be arranged by the vendor. The Telephone facility for the cabin shall, however, be on chargeable basis.
- 3.3.2. The Contractor shall make his own arrangements for field office with necessary clerical staff for the execution of the work. After the completion of work, Contractor shall clear the site of all waste/rubbish material and handover the clear site to BHEL.

3.4. Lighting

- 3.4.1. Permanent lighting inside the plant is to be provided by BHEL. However If this light is insufficient to carry out day to day work, contractor shall make necessary temporarily lighting arrangements for smooth working.
- 3.4.2. All temporary wiring must comply with local regulations and will be subjected to engineer's inspection and approval before connecting to supply point.
- 3.4.3. It shall be the responsibility of the Contractor to provide, maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply in all respects with the appropriate statutory requirements.

3.5. Collection of Equipment/ Materials

- 3.5.1. The equipments/ materials despatched by the Supplier shall be received and stored at site by BHEL/ their sub-contractor.
- 3.5.2. The Contractor shall take delivery of shipment boxes/ equipments/ materials from the storage yard/ stores of BHEL. He shall also make arrangements for verification of equipment, safe custody, watch and ward of equipment after it has been handed over to him till these are fully erected, tested and commissioned and taken over by BHEL.
- 3.5.3. Contractor shall render all help to BHEL in inspection including handling, opening packages, re-packing, re-stacking etc., assessing and preparing estimates for repairs of components damaged during transit and storage and preparing estimates for fabrication/ procurement of materials lost / damaged. Contractor shall help BHEL to furnish all the data required by transporters, insurance company or their surveyors.
- 3.5.4. Contractor shall report to BHEL in writing any damages to equipments / components during drawal of the materials from stores, during installation and commissioning. The above report shall be as prescribed by BHEL site management. Any consequential loss arising out of non-compliance of this stipulation will be borne by Contractor.
- 3.5.5. The Contractor shall handover all parts/materials remaining extra over the normal requirement with proper identification tags in a packed condition to BHEL stores.

3.6. Employment of Workman

- 3.6.1. The Contractor shall arrange all the skilled, semiskilled and unskilled labour required for the work of handling, installation, testing and commissioning and all other works envisaged in this tender. Only fully trained and competent persons with previous experience on the job shall be employed. They shall hold valid certificates wherever necessary. BHEL reserves the right to decide on the suitability of the workers and other personnel who will be employed by the Contractor. BHEL reserves the right to insist on removal of any employee of the Contractor at any time if he is found to be unsuitable and the Contractor shall forthwith remove him.
- 3.6.2. If at any time, it is found that the Contractor is not in a position to deploy the required workmen due to any reason; BHEL shall have the option to deploy their workmen or make alternate arrangements at the Contractor's risk and cost. The expenditure incurred with overhead on this account will be recovered from the Contractor's bills.
- 3.6.3. The Contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.

- 3.6.4. The Contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.
- 3.6.5. The Contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the Contractor's representative should be furnished to BHEL site for record purpose, if so called for.
- 3.6.6. The Contractor, in the event of his engaging 10 or more workmen must obtain independent licence under the contract labour (regulations and abolition) act 1970, from the concerned authorities based on the certificate (form-v) issued by the principal employer /customer.
- 3.6.7. The following are the responsibilities of the Contractor in respect of observation of local laws, employment of personnel, registration with statutory authorities, payment of taxes etc.
- (a) As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
 - (b) The Contractor at all times during the continuance of this Contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
 - (c) The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations etc. such as:-

Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Dispute Act, Employers Provident Fund Scheme, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970 and other acts, rules and regulations for labour as may be enacted by the Government during the tenure of the Contract.
 - (d) The Contractor shall give to the local governing body, police and other relevant authorities all such notices as may be required by the Law.
- 3.6.8. Contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- 3.6.9. It is the responsibility of the Contractor to engage his workmen in shifts and or on overtime basis for achieving the target set by BHEL. This target may be set to suit BHEL's commitments or to advance date of completion of events or due to other reasons. The decision of BHEL in regard to setting the installation targets will be final and binding on the Contractor.

- 3.6.10. The Contractor shall pay all taxes, license charges, deposits, duties, taxes, royalties, commission or other charges which may be levied on account of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

3.7. Safety

- 3.7.1. All safety rules and codes applicable at site shall be observed by the Contractor without exception. The Contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions.
- 3.7.2. In case any accident occurs during the installation or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, what-so-ever, it shall be the responsibility of the Contractor to promptly inform the same to BHEL in prescribed form and also to all the authorities envisaged under the applicable laws as well to pay compensation as applicable.

3.8. Watch and Ward

- 3.8.1. Contractor has to arrange and provide watch and ward staff round the clock. Any theft or damage of component due to negligence of the Contractor will have to be replaced/ repaired by the Contractor.

3.9. Indemnification

- 3.9.1. The Contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the Contractor to make good the losses and/ or compensate for the same.
- 3.9.2. The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of installation /performing work under the Contract.

3.10. General

- 3.10.1. In case the Contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon.
- 3.10.2. Any delay in completion of works/or non achievement of periodical targets due to the reasons attributable to the Contractor, the same will have to be compensated by the Contractor either by increasing manpower and

resources or by working extra hours and/or by working more shifts. All these are to be carried out by the Contractor at no extra cost.

- 3.10.3. The Contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 3.10.4. In case of any class of work for which there is no such specification as laid down in the Contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 3.10.5. No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in Contractor's labour being rendered idle due to any cause at any time. However, it will be endeavour of BHEL to provide required inputs in time as per the installation and commissioning schedule.
- 3.10.6. The Contractor shall take all responsible care to protect the materials and work till such time the plant/equipment has been taken over by BHEL.
- 3.10.7. The Contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

4. FACILITIES TO BE PROVIDED BY BHEL

4.1. Power for Installation Services

- 4.1.1. Power (three phase, 415V / 440V, 4-wire) will be provided at one point near the site of work free of charge. The required distribution boards, switchboards, bus bars, earthing arrangements, protection devices, cables etc, for drawing the power shall be arranged by the Contractor.
- 4.1.2. Contractor shall arrange adequate floodlights, hand lamps and area lighting as required.
- 4.1.3. BHEL is not responsible for any loss or damage to the Contractor's equipment as a result of variations in voltage or frequency or interruptions in power supply.

4.2. Water for Installation Services

- 4.2.1. Water will be made available at one point near the area of work by BHEL free of cost. All arrangements for further distribution have to be made by the Contractor.

4.3. Overhead Travelling Crane

- 4.3.1. BHEL is planning to install Overhead Travelling Crane in the plant with a maximum load capacity of 10 Tonnes. The Contractor will be permitted to use the Overhead Travelling Crane as and when available free of charge.
- 4.3.2. In case of non availability of crane, it is the responsibility of the Contractor to make alternate arrangements for lifting of components.

4.4. Non-Availability of Facilities

- 4.4.1. BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of power supply, water supply or availability of crane and no compensation for delay in work can be claimed by the Contractor due to such non-supply on the grounds of idle labour, machinery or any other grounds.

5. RIGHTS OF BHEL

- 5.1. BHEL reserves the following rights in respect of this Contract without entitling the Contractor for any compensation.
- 5.2. To get work done through other agency at the risk and cost of the Contractor in the event of Contractor's poor progress, or inability to progress the work for completion as stipulated in the Contract, poor quality of the work, persistent disregard to instruction of BHEL, assignment, transfer, subletting of the contract without permission of BHEL, non-fulfilment of any contractual obligation etc. and to claim/recover compensation for such losses (including penalty for delay) from the Contractor including BHEL's supervision charges and overheads.
- 5.3. To recover any money due from Contractor from any money due to the Contractor under this Contract or any Contract or from the Contract Performance Bank Guarantee.
- 5.4. To affect recovery from any amounts due to the Contractor under this or any other contract or in any other form the money BHEL is forced to pay to anybody due to Contractor's failure to fulfil any of his obligations.
- 5.5. To deploy BHEL's Fitters, Welders, Operators and Technicians in case of emergency/poor progress/ deficiency in skill on the part of employees of Contractor and recover the expenditure on account of the same from Contractor's bills.
- 5.6. While every endeavour will be made by BHEL, they can not guarantee uninterrupted work due to conditions beyond their control. Contractor will not be entitled for any compensation/ extra payment on this account.

6. SUB-CONTRACTING

- 6.1. Subcontracting/subletting of the work by the Contractor, if required, shall only be after written approval from BHEL.

7. INSURANCE

- 7.1. BHEL shall arrange for insuring the Equipment and materials/properties of BHEL covering the risk during transit, storage, installation and commissioning.
- 7.2. It is the sole responsibility of Contractor to insure his workmen against accidents and injury while at work as required by relevant rules and to pay compensation to workmen as per Workmen's Compensation Act. Contractor shall insure his staff against accidents. The work will be carried out in a protected area and all the rules and regulations of BHEL which are in force from time to time, will have to be followed by the Contractor.
- 7.3. If due to negligence and for non observation/observance of safety and other precautions, any accident/injury occurs to any other persons/public, the Contractor shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities.
- 7.4. If due to the Contractor's carelessness, negligence or non-observance of safety precaution, damage to BHEL's property and personnel occurs and if BHEL is unable to recover in full cost from the insurance company, the same will be recovered from Contractor.
- 7.5. It shall be the responsibility of Contractor to provide security arrangement for the equipment/materials belonging to BHEL and handed over to Contractor for installation/transportation till the same are taken over by BHEL.

8. QUALITY ASSURANCE

- 8.1. The Contractor shall strive to achieve the highest quality standards in his work to ensure that the machine exceeds the guaranteed performance levels and has trouble free operation during commercial operation. The Contractor shall prepare a site quality assurance plan and submit it to BHEL for periodic review.

9. OCCUPATIONAL HEALTH AND ENVIRONMENTAL MANAGEMENT

- 9.1. BHEL follows Environmental Management under ISO 14001:1996 standard and Occupational Health & Safety under OHSAS 18001 standard. It shall be the endeavour of the Contractors to meet and implement the requirements of the above standards.

10. STRIKES & LOCKOUT

- 10.1. The Contractor will be fully responsible for the disputes and other issues connected with his workman. In the event of the Contractor's workman resorting

to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, BHEL shall have the right to get the installation work executed employing its own workman or through any other agencies or both and the cost so incurred by BHEL shall be deducted from the Contractor" bills.

- 10.2. For all purposes whatsoever, the employees of the Contractor shall not be deemed to be in the employment of BHEL.

11. CONTRACTOR'S SITE REPRESENTATIVE

- 11.1. The Contractor shall furnish to the Contract Engineer the name, designation and address of his authorised site representative who shall coordinate the day to day activities at site and all communication, reference, complaints, notices, shall be delivered to him. All such communication, reference, complaints, notices, etc shall be deemed to have been duly given to the Contractor.