



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

Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar,
NOIDA – 2 01301 (INDIA)
Phone: 91-120-2515476 / 2515464 / 2515479
Fax 91-120-2515464 / 2515467
Email: sku@bhelpsnr.co.in / vks@bhelpsnr.co.in

TENDER NOTICE

BHEL Power Sector, Northern Region invites bids for the following items required one no each at BHEL site office, NCPP DADRI SITE at DADRI, Distt. NOIDA & HARDUAGANJ NEAR ALIGARH IN U.P, BHEL site office KOTA THERMAL & SURAT GARH NEAR GANGA NAGAR IN RAJASTHAN, all in India: -

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/PSNR/SCP/SB/ E-1373	SUPPLY AND SUPERVISION FOR COMMISSIONING OF 14 MT PICK AND CARRY HYDRAULIC CRANE WITH TOWING WINCH AND SPARE FILTERS , as per detailed specifications enclosed with tender enquiry. Quantity Required - FOUR Nos.	11.06.2007 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.

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TENDER ENQUIRY

BHEL Power Sector, Northern Region invites bids for the following item required at NCPP DADRI SITE at DADRI, Distt. NOIDA & HARDUAGANJ NEAR ALIGARH IN U.P, BHEL site office KOTA THERMAL & SURAT GARH NEAR GANGA NAGAR IN RAJASTHAN. in India: -

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/PSNR/SCP/ SB/ E-1373	SUPPLY AND SUPERVISION FOR COMMISSIONING OF 14 MT PICK AND CARRY HYDRAULIC TYRE MOUNTED CRANE WITH SIX SETS OF ALL FILTERS (HYD & DIESEL) WITH EACH CRANE , TOWING WINCHES OF 5 MT CAPACITY TO BE FITTED IN FRONT CHASIS , as per detailed specifications enclosed with tender enquiry. Quantity Required - FOUR Nos.	11.06.2007 3.30PM (IST)

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 PICK AND CARRY HYDRAULIC CRANE AND SHOULD HAVE SUPPLIED MINIMUM 5 UNITS OF SIMILAR OR HIGHER CAPACITY CRANE IN THE LAST 5 YEARS.

NOTES:-

- (i) The Tender Documents comprise of following;
 - (a) Tender Notice
 - (b) Tender Enquiry
 - (c) Technical Specifications Annexure-I.
 - (d) Special Terms & Conditions.
 - (e) General Terms & Conditions.
 - (f) Rate Schedule
 - (g) Format for BG
 - (h) 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 11.06.2007**. Request for issue of tender document should clearly indicate Tender No. and work.

- (iii) Tenders must be submitted to the undersigned **latest by 11.06.2007** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs.** (IST) **on 11.06.2007.**
- (iv) The present destination for supply of crane is NCPP DADRI SITE at DADRI, Distt. NOIDA & HARDUAGANJ NEAR ALIGARH IN U.P, BHEL site office KOTA THERMAL & SURAT GARH NEAR GANGA NAGAR IN RAJASTHAN. in India. 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 what so ever. **BHEL reserves the right to go for Reverse Auction with the bidders whose techno-Commercial offer shall be accepted by BHEL.**
- (vii) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (viii) Purchase Preference will be given to CPSUs as per Govt. Guidelines.

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Specification for 14 MT. Pick & Carry Hydraulic Crane

1.	Boom	:	Hydraulic operated telescopic Boom length – 15 Mtr. Approx. with boom angle indicator
2.	Break	:	Pneumatically/ hydraulic brakes in front & rear tyre.
3.	Steering	:	Hydraulically operated.
4.	Main Hoist	:	Hydraulic motor driven
5.	Safety equipt.		a) Audio overload & over hoisting b) Hose failure protection c) Cylinder Guards d) Parking brakes spring actuated. e) Over load protection with hydraulic cut-off.
6.	Hyd. Cyl.	:	All Hydraulic cylinder should be double active.
7	TOEING WINCH		5MT. cap. Toeing winch to be fixed in front chassis , along with ½” dia rope, 30 mts.long with eye socket.
8	OUT RIGGERS		2 nos out riggers jacks to be installed in side
9	LOAD		Rated load should be for minimum 1.5 mtr. radius
10	BOOM		Boom luffing should be 0 to 55 or more.
11.	TYRE		TYRE SIZE 11.00 X 20 , 16 PR.
12.	Registration		Temporary registration issued from local R.T.O authority to be submitted with other dispatch documents.
TOOL KIT			A TOOL KIT FOR NORMAL MAINTENANCE OF THE CRANE AND AIR INFLATER WITH PRESSURE GUAGE SHOULD BE PROVIDED ALONGWITH THE CRANE IN A TOOL BOX.
PAST EXPERIENCE & QUALIFICATION REQD.			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 PICK AND CARRY HYDRAULIC CRANE AND SHOULD HAVE SUPPLIED MINIMUM 5 UNITS OF SIMILAR OR HIGHER CAPACITY PICK AND CARRY HYDRAULIC CRANES IN THE LAST 5 YEARS.
DOCUMENTS			2 SETS OF CRANE MANUALS FOR EACH CRANE.

SPECIAL TERMS AND CONDITIONS

Sealed tenders in Duplicate in two part bid system i.e. Part-I – Techno-Commercial bid along with EMD and Part-II - Price bid are invited for supply, supervision of installation and commissioning of FOUR NUMBER 14 MT PICK AND CARRY HYDRAULIC CRANES 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 **11.06.2007.**

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 engine, torque converter, load moment device, pumps and motors of the offered crane in line with the technical specifications enclosed with this tender.
- ii) List of spares for two years normal operation.
- iii) Documentary evidence of cranes manufactured, supplied and their performance report from respective customers.
- iv) Details of safety devices / controls to be provided in the crane as standard and as optional.
- v) Details of service facilities available in India for 'After Sales Service'.
- vi) Acceptance to commercial terms and conditions.
- vii) Deviation statement from tender conditions.

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 the rates as per rate schedule only, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected.** No cutting / erasing /overwriting shall be done in the price bid.

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

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

Tender for:

Tender No.:

Due on :

Part II (Price bid)

Tender for:

Tender No.:

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 Commissioning : -**
- The supplier shall offer the crane 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.
- Commissioning of cranes at site will be under supervision of competent engineer from the manufacturer without any additional charges. **The Load test and Acceptance Test shall be carried out on commissioning of crane 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.**
6. **The delivery required is within Five months 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 the 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. In case the equipment is offered from outside India, the tenderers shall also submit following information along with techno-commercial bid: -
- a) Gross / Net weight of Equipment along with accessories in Kgs.
- b) Volume of cargo in packed condition in Cubic Meter.
- c) Number of packages and their individual weight/volume in MKS system, along with tentative shipping list.
- d) Name of the nearest load port and its distance from works.
- e) Approx. voyage time from load port to the port in India.
- f) Ocean freight from load port to the port in India . **To be furnished in Rate Schedule format – Annexure- II**
- g) Name and address on whom Order is proposed to be placed.
- h) In case of payment through Letter of Credit, names of Beneficiary and Banker.
11. **Payment Terms:** Tenderer shall adhere to the following payment terms :-
- 11.1 **For Indian Bidders**
- a. 90% of ex-works value of cranes and spares with 100% taxes/duties/freight and transit insurance against despatch documents.
- The set of despatch documents for 90% payment shall be as follows
- Three Original of tax Invoices(Invoice)
 - Lorry Receipt.
 - One original and one copy of Packing List
 - Load Test Certificate of the Crane at Manufacturer Works, duly certified by BHEL or its Authorised Agency or its waiver.
 - Warranty Certificate for the goods
 - Catalogue of crane model supplied

- Certificate confirming, "Goods supplied are new".
- b. 10% of ex-works value of cranes and spares on successful commissioning of cranes at sites.

11.2 For Foreign Bidders : L.C SAHLL BE OPNED FOR 100% but payment shall be released in parts as below:

- (ii) 90% of ex-works value of cranes and spares against despatch documents.

The set of despatch documents for 90% payment shall be as follows

- Three Original of tax Invoices(Invoice)
 - Full set of Clean on Board Ocean Bill of Lading- In-Original (In case of foreign supplier)
 - One original and one copy of Packing List
 - Certificate on Country Of Origin.
 - Load Test Certificate of the Crane at Manufacturer Works, duly certified by BHEL or its Authorised Agency or its waiver.
 - Warranty Certificate for the goods
 - Catalogue of crane model supplied
 - Certificate confirming, "Goods supplied are new".
- (iii) 10% of ex-works/FOB value of cranes and spares within 30 days on successful commissioning of cranes at site.
 - (iv) 100% Ocean freight and Insurance charges, as applicable, on receipt and custom clearance of the total consignment (crane and spares) in case of foreign supplier.
 - (v) 100% payment of custom duty, CVD, custom clearance charges, taxes etc., as applicable, after custom clearance against submission of documentary proof.
 - (vi) 100% inland freight in India and Insurance charges upto destination site, as applicable, on receipt of the total consignment (crane and spares) at site.
 - (vii) Letter of Credit can be opened only in the name of the original foreign supplier and it should be same on whom Purchase order is also to be issued.
 - (viii) For evaluation of bids, since the bids are expected to be in different currencies, the exchange rate shall be considered as 'T.T. selling rate', as published in Economic Times (Delhi edition) on the date of Price bid opening. In case of Holiday, rates for previous day shall be considered.
 - (ix) All LC processing charges, except opening charges with our Bankers, shall be borne by the beneficiary i.e. yourself

NOTES:-

- (x) Tenderers are required to specifically confirm acceptance of these payment terms in their techno-commercial offer.
- (xi) No advance shall be paid.

12 Warranty :-

The crane offered shall carry a warranty for a period of 12 months from the date of Installation and commissioning of crane 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.**

- 13. The tenderers shall also provide free visits of their service engineer from manufacturer's works/ service centers to attend any complaint of defective performance of the crane at site during the warranty period.

- 14. No separate Indian agents commission will be payable. The bidder to confirm this specifically in their techno-commercial bid.

- 15. On acceptance of techno-commercial and price bids, **BHEL reserves the right to conclude the contract either on FOT works / FAS load port / FOB /C&F / CIF or FOR site basis at its sole discretion.**

- 16. In case of any contradiction between General Terms & Conditions and Special Terms & Conditions, the later shall prevail.

- 17. All sheets of the offer should be duly signed and stamped by the tenderers.

18. In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the latter shall prevail.
19. All lubricants / consumables (except fuel) required for successful commissioning of the crane shall be supplied along with the crane without any extra cost.

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GENERAL TERMS & CONDITIONS

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent INTERNATIONAL standard specification.
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 11** of "**SPECIAL TERMS AND CONDITIONS**" (enclosed).

No advance shall be paid.

In case of payment through LC, Bank charges other than LC opening 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 therefor. 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 commissioning of cranes 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 commissioning of cranes at site 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 Rules of Conciliation and Arbitration of the International Chamber of Commerce, Paris. The place of Arbitration shall be New Delhi(India).
17. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

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ANNEXURE-II

RATE SCHEDULE

Sl.No.	DESCRIPTION	PRICE
1.	TOTAL PRICE FOR SUPPLY OF 4 (FOUR) NUMBER OF 14MT PICK AND CARRY HYDRAULIC CRANE AS PER DETAILED SPECIFICATIONS ENCLOSED WITH TENDER ENQUIRY INCLUDING SUPERVISION, TESTING & COMMISSIONING AT SITE. (TECHNICAL SPECIFICATIONS AS PER ANNEXURE-I OF TENDER DOCUMENT).	
2.	TOTAL PRICE FOR TOEING WINCH 5 MT CAPACITYWITH ½” DIA ROPE ,30MTRS LONG WITH EYE SOCKET FOR EACH CRANE.(Total four no winches)	
3.	TOTAL PRICE FOR SIX SETS OF FILTERS(HYD & DIESEL) FOR EACH CRANE. (Total no sets shall be 24 sets)	
4.	Shipping (ocean) freight upto the port in India. (Please specify Port). (For foreign supplier)	
5.	Insurance (marine) charges from manufacturing works upto Port in India. (For foreign supplier)	
6.	Custom duty, Counter Veiling duty, custom clearance, port handling & documentation charges etc. OR Excise duty, CST (Form C shall be provided by BHEL) etc. The details to be specified by bidders.	
7.	Inland Transportation charges from port in India / manufacturer work place (If in India) to, BHEL site offices at Dadri , Kota , Suratgarh and Haduaganj Sites.in India.	
8.	Insurance (marine) Charges for Inland Transportation from port in India / manufacturer work place (If in India) to BHEL site offices at Dadri , Kota , Suratgarh and Haduaganj Sites.	
	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 8 as indicated above. Please indicate NIL against items not applicable. Foreign bidders will indicate FOB price against item at Sl.No. 1 to 3 of the above schedule.
- 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)

Formats for execution of Bank Guarantees:

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

A. CONTRACT EXECUTION BANK GUARANTEE

This deed of guarantee made this day of 200.. by the in favour of **Bharat Heavy Electricals Limited**, having its registered Office at New Delhi with its Unit Office at (Hereafter called the first party) where as M/s having its registered office at (hereafter called the contractor) have entered in to contract with the first party for the supply of vide purchase order No dated

And whereas the contractor M/s have approached the for a guarantee and at their request and in consideration of the arrangement arrived at between the contractor and the BHEL the said has agreed to give such guarantee as herein after mentioned to the aforesaid first party.

Now therefore, these present witness that we the do hereby undertake to the first party a sum of Rs (Rupees only) without demur/on demand being made by the said first party and to keep the first party indemnified to the extent of Rs (Rupees only) by virtue of this guarantee against any breach in execution of contract without giving prior information to the party of the same (the decision in this respect being solely the discretion of the first party). We further undertake to pay the aforesaid amount in the lump sum on demand without demur or such part thereof as the first party may demand from time to time, irrespective of the fact whether the said contractor 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 full force and we shall be liable under the same irrespective of any concession for time being granted by the said first party to contractor M/s in or for fulfilling the said agreement between the contractor M/sand the first party and the guarantee will remain in full force till irrespective of any change of terms, conditions or stipulation or any variations in the terms of said agreement irrespective of whether notice of such change or variation is given to us or not and claim to receive such notice of any change and/or variation of the terms and/or conditions of the said agreement is hereby specifically waived by us.

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

The guarantee herein contained shall not be determined or affected by the liquidation of winding up or insolvency of or change in the constitution of the contractor M./s _____ but shall in all respects and for all purposes binding and operative until all payments of all moneys dues or that may hereafter becomes due to the said first party is paid in respect of any liability or obligation for the contractor under this guarantee subject to however that the first party shall have no right under this guarantee after expiry of six months from the date of completion of the contract unless this guarantee is extended by mutual agreement.

And lastly we _____ undertake not to revoke this guarantee during its currency except with the previous consent of the first party in writing. The _____ hereby declares that it has power to issue this guarantee under the Company's memorandum and article of association and the undersigned has full power to do so on its behalf under the power of attorney dated _____ granted to him by the proper authorities of the Company.

Notwithstanding anything contained here in before, our liability under this guarantee is restricted to Rs _____ (Rupees _____ only). Our guarantee shall remain in force till _____ unless a claim in writing is presented to us and if unpaid a suit or action to enforce such claim is filed against within 6 months from the date, all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liability there under.

Dated..... the.....by its constituted attorney.

B. PERFORMANCE BANK GUARANTEE

In accordance of M/s Bharat Heavy Electricals Limited (A Government of India undertaking, a Company incorporated under the Companies Act 1956 having its Registered Office at 'BHEL House", SIRI Fort, New Delhi 110 049) through its High Pressure Boiler Plant Division located at Tiruverumbur, Tiruchirapalli 620014 (hereinafter called "the Company") having entered into a contract with _____ hereinafter called "the said contractor" which term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the Contract No: _____ dated _____ between BHEL, Tiruchirapalli and as per the contract, the contractor/supplier is to furnish a Performance Bank Guarantee for Rs _____ for the due performance of the equipment to be supplied under

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

2. We (indicate the name of the Bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) 'failure to perform' the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.
4. We (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would betaken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Office/Department/Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. (i) Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s BHEL will be dispatched by Registered Post with Ack. Due or by Telegram

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

6. We (indicate the name of the Bank), further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)
8. It shall not be necessary for the Company to proceed against the contractor before proceeding against the guarantor-Bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.
9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Delhi.
10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authority granted to him/them by the guarantor

We (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

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

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 the bidder (Lowest) back out and not execute the contract as per the rates quoted, BHEL shall take action as appropriate.