

**IMPORTANT NOTE TO TENDERERS**  
**( FOR OVERSEAS & INDIGENOUS SUPPLIERS)**

**This Tender is floated on TWO–BID System.** Tenders are requested to submit their offers in TWO-BIDS (Part I: Un priced bid and Part II: Price Bid) separately in a sealed cover as follows.

1. **Part I: UN PRICED BID:** (Complete with technical & Commercial conditions as per enquiry including un priced copy of price schedule i.e. identical to part II with prices blanked and replaced by “Quoted”)  
The Tenderer should confirm their acceptance / comments to each and every clause of Annexure-A to Enquiry along with other commercial Terms & Conditions of Tender. In case any deviation is taken by the Tenderer from the Tender requirements, it is to be clearly indicated in the offer with reference to the particular clause. If such deviations are not explicitly indicated in the offer, it will be construed by BHEL that the Tenderer is complying with Annexure Clause(s), Commercial terms & conditions and other conditions in full. Any such non-compliance on these points, if raised / highlighted by the Tenderer, after opening the Price Bid, it will not be accepted by BHEL and the tender evaluation will be done based on the original offer submitted by them.
2. **Part II: PRICE BID:** Price (with break-up details wherever required) alone to be indicated. Price bid shall **not** contain any technical and commercial details.
3. **Both Un priced Bid and Price Bid is** to be submitted in a single envelop before 1400 hours (Indian Time) on tender Due Date.
4. The **Unpriced Bid** shall be put in a separate sealed cover superscribed with Tender number, Tender Date & Tender Due Date and also the cover should be clearly marked with “UNPRICED BID”.
5. The **Price Bid** shall be put in a separate sealed cover superscribed with Tender number, Tender Date & Tender Due Date & the cover should be clearly marked with “PRICE BID”.
6. Both the individually enveloped **UNPRICED BID** and **PRICE BID** covers as mentioned above, have to be put in another single bigger cover clearly indicating Tender number, Tender Date & Tender Due Date at the top of the cover. This cover is to be addressed to Purchase Executive, Purchase Department, Seamless Steel Tube Plant (SSTP), BHEL, Tiruchirapalli-620014, India.
7. Unpriced Bid shall only be opened on the Tender Due Date mentioned in the Tender, in the presence of Tenderers / their Authorized Representative, who may like to be present for such opening. The price bid will NOT be opened on the date of tender opening.
8. After opening the Unpriced Bid, they shall be evaluated by BHEL for their suitability. BHEL shall hold discussions with the responded Tenderers on the Technical and Commercial terms and freeze the technical specifications. These frozen technical specifications will be communicated to responded tenderers.
9. BHEL shall offer opportunity to the responded and technically / commercially suitable Tenderers, to submit their latest Price Bid/ Impact of prices, if any in line with the frozen technical delivery conditions.
10. This latest Price Bid / Impact of prices for the frozen technical specifications submitted by the Tenderers will be opened in the presence of those Tenderers who have submitted the latest Price Bid. Based on the latest Price Bid only, the ranking of the Tenderers shall be made and accordingly the Tender shall be finalized.

11. BHEL reserve the right to resort for a **REVERSE AUCTION (RA)**, i.e., **ON-LINE BIDDING THROUGH INTERNET** instead of opening the sealed price bid submitted earlier, which shall be decided after technical evaluation.
12. In case BHEL decides NOT to resort for RA, Price bids and Price – impacts, if any, already submitted by bidder and available with BHEL shall be opened as detailed under point 9 & 10.
- 13 **Information and General Terms and Conditions governing RA are detailed below:**
  - a. Technically and commercially acceptable bidders shall only be eligible to participate in the RA
  - b. BHEL Shall engage the services of a service provider, who shall extend all necessary training and assistance before commencement of ON-LINE-BIDING through Internet at NO EXTRA COST to the bidders.
  - c. Eligible Bidders shall be informed in writing about the details of service provider to enable vendor to contact the service provider and get trained.
  - d. RA Business Rules like Event date, Time, Start price, Bid documents, Time-Extensions etc., shall be communicated through the service provider for compliance by bidders.
  - e. Vendors have to fax the compliance Form in the prescribed format (To be furnished by the service provider) before start of RA. With out furnishing the above compliance form, bidders shall not be eligible to participate in the RA
  - f. BHEL shall provide the calculation sheet (Eg. Excel Sheet) through the service provider which shall be helpful to arrive at "Total Cost to BHEL", like packing and forwarding charges, Taxes and Duties, Freight Charges, service Tax and other loading factors if any for non-compliance to BHEL Standard commercial Terms and Conditions for each of the bidder to enable them to fill in the price and keep it ready for inputting data during the RA.
  - g. RA shall be conducted on a pre-determined date and time.
  - h. At the end of RA, the lowest bid value will be known on the Network.
  - i. Lowest Bidders has to be Fax he prescribed Format, duly filled in and signed in, as provided on a case to case basis to the service provider with in 24 Hrs of RA with out fail.
  - j. Any Variation between ON-LINE bid value and the signed documents will be considered as unethical tender process and will invite disqualification of bidder, for further dealing with BHEL as per the prevailing procedure.

PURCHASE EXECUTIVE  
BHEL / SSTP /TIRUCHY

**SPECIAL TERMS & CONDITIONS  
(FOR INDIGENOUS SUPPLIERS)**

The following special clauses in addition to what have been indicated in the tender already are applicable to the above tender. Tenderers are requested to take note of these special clauses while giving their offer. If no specific observation/deviation is referred to in the offer with regard to these special clauses, it will be construed that the tenderer is accepting these special clauses in full and accordingly the tender will be dealt with.

1. BHEL reserves the right to increase or decrease the tendered quantity and split such quantities among more than one tenderer based on commitments, requirements and supplier's capability in terms of delivery and quality and place orders accordingly.
2. The lowest prices received against BHEL tenders need not be the technically and commercially acceptable price and BHEL reserves the right not to consider the same.
3. BHEL reserves the option/right to negotiate the price.
4. BHEL reserves the option/right to negotiate, if the price is not the lowest acceptable price to BHEL inter alia other reasons.
5. TENDERER is requested to submit their offers on **PER MT** basis for each tender Sl.No. given above.
6. THE OFFER VALIDITY should be minimum 90 days and any offer with validity less than the above are likely to be rejected.
7. PRICES TO BE CONCLUDED against this tender should be kept firm till completion of the contract.
8. **PUBLIC SECTOR PURCHASE PREFERENCE CLAUSE :**  
If the price quoted by the Public Sector Enterprises is within 10% of the lowest valid bid price, other things being equal, Purchase preference will be given to Public Sector Enterprises.
9. **DELIVERY IS THE ESSENCE OF THIS TENDER. THE DELIVERY INDICATED in the TENDER is only TENTATIVE. In case of placement of an order, the materials are to be supplied only AGAINST SPECIFIC SCHEDULE TO BE GIVEN BY BHEL FROM TIME TO TIME and the materials shall reach SSTP /BHEL STORES with in 45 days from date of release of such schedules which are depending on the production requirement of SSTP within the terminal due date of contract.**

10. **BHEL reserves the option to transport the material through their approved carriers. However, tenderers are requested to quote their firm road freight charges for trailer and truck, or railway wagon freight / Meter without any price variation clause for BHEL's consideration. BHEL also reserve the option to transport the materials through Seller's approved transport carriers / railway wagons if found economical and also based on other considerations.**
11. **Standard LD & RISK PURCHASE clauses of BHEL shall be applicable in case of an order.**
12. In case of an order, a quantity allowance of **+3%/ -3%** on the total ordered quantity shall be applicable.
13. Any increase in statutory levies within the terminal due date of the order shall be borne by BHEL. Any such increase beyond the terminal due date of order have to be borne by Seller only. Similarly, any benefit due to any decrease or change of structure on whatsoever reason in statutory levies, within the terminal due date of the order, shall be passed on to BHEL by Seller.
14. **PAYMENT: 100% payment will be made (in case of an order) within 45 days after SRV.**
15. Inspection will be done at BHEL/SSTP only, which is final and binding on both Seller & Buyer.
16. If no specific comments are indicated in the offer by the tenderer for all the technical and commercial conditions of this tender, including the standard terms and conditions at overleaf of the tender sheet, it shall be construed that the tenderer complies with all such conditions in total.
17. **BHEL reserve the right to resort for a REVERSE AUCTION (RA), i.e., ON-LINE BIDDING THROUGH INTERNET instead of opening the sealed price bid submitted earlier, which shall be decided after technical evaluation.**
18. **In case BHEL decides NOT to resort for RA, Price bids already submitted or Price – impacts, if any, submitted by bidder shall be opened for further evaluation**

PURCHASE EXECUTIVE  
BHEL/SSTP/TRICHY

**SPECIAL TERMS & CONDITIONS**  
**( For OVERSEAS SUPPLIERS)**

1. The technical requirements are clearly indicated in the Technical Delivery Conditions enclosed with tender. Tenderers are requested to confirm their acceptance clause by clause of TDC, in their offer, without fail.  
In the event of any tenderer indicating in their offer that the materials of tender will be supplied as per TDC of tender, it will be construed that they have gone through the TDC clause by clause, understood and confirmed their acceptance.  
In the event of any tenderer not confirming their acceptance to tender TDC specifically in their offer, it will be construed that they are not accepting the TDC and hence their offer will be technically rejected and will not be considered against this tender. Only technically acceptable offerers will be ranked and evaluated.  
In the case of two bid tender system, clarification on Technical points will be sought for if not clearly indicated in offer.  
After tender price bid opening, any voluntary / unsolicited information's / confirmations / clarifications / interpretations by the tenderes will not be entertained as a policy and tender will be finalized only with available data / information's given in offer.
2.
  - a) BHEL reserves the right to increase or decrease the tendered quantity and split such quantities among more than one tenderer based on commitments, requirements and supplier's capability in terms of delivery and quality and place orders accordingly.
  - b) The lowest prices received against BHEL tenders need not be the technically and commercially acceptable L-1 price and BHEL reserves the right not to consider the same.
  - c) BHEL reserves the option/right to negotiate the L-1 price.
  - d) BHEL reserves the option/right to negotiate or refloat the tender, if the L-1 price is not the lowest acceptable price to BHEL inter alia other reasons-
3.
  - a) The prices to be contracted against this tender are to be kept firm till completion of supplies against the contract.
  - b). Tenderers are requested to give a minimum of 60 days (Sixty days) validity of their offer as the same is essentially required by the Purchaser to finalise tender.
4. In case of an order, BHEL reserves the right to depute their representative to Seller's works either during the manufacture or prior to that for overseeing the order status. The expenditure in this regard will be borne by BHEL.
5. After inspecting, testing and clearance by IBR approved third party inspection agency, the accepted materials may be inspected and cleared by BHEL inspector at Seller's works, if required. The expenditure for BHEL inspector for this purpose will be borne by BHEL and all expenditure in connection with third party inspection agency will be to seller's A/C. Tenderers should indicate the following in their offer explicitly.  
~~a) — Whether they are IBR approved well known tube maker. If so third party inspection not applicable.~~
6. THE TENDERERS SHALL QUOTE THEIR RATE ONLY ON PER M.T BASIS FOR BOTH FOB & CFR/CHENNAI SEA PORT BASIS. It is a must, Tenderers are required not to over look this aspect. In the event of this not provided in offer, purchaser will evaluate the tender with the available information's / assumptions / BHEL rate contract for ocean freight in line with policy of BHEL and rank the tenderes accordingly.
7. PURCHASER is planning to ship the materials by 20/40 feet containers or by break-bulk shipment as the case may be. Hence freight for 20/40 feet container & break bulk also to be quoted separately. Alternatively, purchaser reserves the option to place contact on CFR Chennai seaport (India) and in that case, ocean freight quoted / mutually agreed will be applicable. This ocean freight shall be applicable up to CFR Chennai port, including inland transport charges from works to load port, all charges at port & up to placement of cargo on board of vessel, BAF and CAF charges as applicable & any increase in the same subsequently. All charges at discharge port to BHEL A/C.

~~8. BHEL reserves the option to interchange the tendered grades and quantity in any proportion within the tendered grades and quantity either at the time of placement of order or prior to taking up production depending on the requirement of their customer.~~

9. The standard LIQUIDATED DAMAGE clause and RISK PURCHASE clause of BHEL as detailed below, will be applicable tenderers are requested to specifically indicate their acceptance to these clauses in their offer.

#### LIQUIDATED DAMAGES

The time of delivery or dispatch stipulated in the said schedule for delivery or dispatch of the stores shall be deemed to be the essence of the Contract. Should the Seller fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the Purchaser shall be entitled (by way of liquidated damages) for a sum of one half percent of the price of any stores, which the Seller has failed to deliver as aforesaid for each and every week or part of a week, during which the delivery of such stores may be in arrears subject to a maximum of 15 (fifteen) percent of the price of stores in arrears. THIS AMOUNT IS TO BE AUTOMATICALLY DEDUCTED IN INVOICE ITSELF. A provision for such deduction will be made in the L/C text.

a). In case of FOB contract, the shipment will be through TRANSCART / MINISTRY OF SURFACE TRANSPORT, Govt. of India thro' SCI/their agents / or any other shipper as nominated by TRANSCART Seller has to keep SCI/ or any other nominated shipper / their load port agent informed, at least 21 days in advance regarding the readiness of the materials for shipment to enable them to arrange for the vessel. The following is the criterion for determining the delivery period, for FOB contract.

"The date of schedule with sizes / clearance for manufacture given to the Seller shall be the starting date and the completion date of delivery for that schedule / clearance for manufacture shall be the date of readiness of the material duly cleared by the designated inspection authority. Seller shall furnish documentary evidence i.e the date of inspection and clearance by the 3rd party inspector as evidenced by their signature and seal with date.

b). In case of C.F.R.Contract, the shipment shall be done by Seller. However, Seller shall ensure that the age of the vessel is less than 25 years. The following is the criterion for determining the delivery period. " The date of schedule / clearance for manufacture to the Seller or date of L/C opening with schedule shall be the starting date and completion date of delivery to that schedule has to be reckoned from the date of arrival of vessel at port of discharge as evidenced by manifest issued at discharge port / or the arrival date shown by the website.

#### 10. **Cancellation Clause**

Alternatively, at the option of purchaser, the purchaser shall be entitled to purchase elsewhere, on account and at the risk of the seller the stores of any consignment thereof, which the seller has failed to deliver as aforesaid, or if not available, the best and nearest available substitute thereof, or to cancel the contract, and the seller shall be liable for any loss or damage. Which the purchaser may sustain by reason of such failure on the part of the seller.

#### 11. RISK PURCHASE

The cancellation of the Contract as stated in the above clause may be either for whole or part of the contract at Purchaser's option. In the event of Purchaser terminating the contract in whole or part, he may procure upon such items and in such manner as he deems appropriate supplies or services similar to those so terminated and the Seller shall be liable to the Purchaser for any excess costs for such similar supplies or services provided that the Seller shall continue the performance of this Contract to the extent not terminated under the provisions of this Clause.

#### 12. **PERFORMANCE BANK GUARANTEE:**

In the event of an order, the Seller shall execute a performance bank guarantee for 10% of the total contract value. The liability of this bank guarantee shall cover the guarantee period of 18 months from the date of last shipment at the port of loading or 12 months from the date of receipt of last consignment at the port of discharge whichever is earlier against material defect, manufacturing defect and bad

workmanship etc. In case of part shipments, performance bank guarantee shall be executed for each consignment (for 10% of the value of that consignment), covering the guarantee period as above.

The above performance bank guarantee shall be furnished by any one of the following way.

- a. The PBG issued by any foreign bank shall be confirmed by any one BHEL consortium banks in India (or)
- b. The PBG shall be issued by any BHEL consortium of Banks (or)
- c. The PBG shall be issued by any Indian public sector banks.

The list of BHEL Consortium banks are as follows:

- |                                 |                               |                          |
|---------------------------------|-------------------------------|--------------------------|
| 1. STATE BANK OF INDIA,         | 2. ABN AMRO BANK N.V ,        |                          |
| 3. BANK OF BARODA ,             | 4. CANARA BANK ,              | 5. CITI BANK N.A ,       |
| 6. CORPORATION BANK ,           | 7. DEUTSCHE BANK AG ,         | 8. HDFC BANK LTD ,       |
| 9. ICICI BANK LTD ,             | 10. IDBI LTD ,                | 11. PUNJAB NATIONAL BANK |
| 12. STANDARD CHARTERED BANK ,   | 13. STATE BANK OF HYDERABAD , |                          |
| 14. STATE BANK OF TRAVANCORE,   | 15. SYNDICATE BANK,           |                          |
| 16. THE HONGKONG AND SHANGHAI , | 17. BANKING CORPORATION LTD.  |                          |

13. **PAYMENT**

In case of an order, 100% payment shall be effected through irrevocable Letter of Credit against the following documents for payment purposes. All bank charges within India will be to BHEL's account and all bank charges outside India to Seller's account. The L/c shall permit part shipments.

- 1) Negotiable Clean original Bill of Lading.
- 2) Detailed Packing List. (container wise packing list) (not applicable for supply in bare & loose condition).
- 3) Commercial Invoice
- 4) Country of Origin.
- 5) Mill's test certificate complying with the requirements of IBR. (if applicable as per TDC).
- 6) Inspection Certificate issued by 3<sup>rd</sup> party inspector as approved by IBR or counter signature of the IBR approved inspection agency on the mill's test certificate.
- 7) Inspection certificate issued by BHEL inspector (including verification and certification of the input raw material test certificate. BHEL reserves the right to have this as an option clause, if required.
- 8) Performance Bank Guarantee for 10% of the contract value in line with clause 12 above.

14. Indian Agency Commission, if any, have to be clearly expressed in the offer itself. This agency commission will be paid to the Indian Agent after successful completion of the contract only at the prevailing exchange rate between Indian Rupee and the foreign currency on the date of order. L/C will be opened for the net value, excluding Indian agency commission.

15. A quantity allowance of plus or minus 3% on the total ordered quantity will be applicable. No excess supply against total order quantity shall be made.

16. **DELIVERY:**

a). **For 'FOB' BASIS:**

It has to be reckoned from the date of schedule from BHEL with size / grade details of materials and the end of delivery period offered by tenderer in their offer. The delivery period offered by the Seller shall include the manufacturing period as well as completion of 3<sup>rd</sup> party inspection and clearance for dispatch. The date of clearance by third party inspection agency as evidenced by their signature with date & seal shall be date of completion of delivery for that schedule.

b). **For 'CFR/CHENNAI' BASIS**

It has to be reckoned from the date of schedule from BHEL with size / grade details of materials, to the date of arrival of vessel at the port of discharge as evidenced by the manifest, or arrival date shown in website issued at discharge port.

17. PURCHASER reserves the option either to place the contract on FOB basis with shipment through TRANSCART – MINISTRY OF SURFACE TRANSPORT – Govt. of India or SCI/their agents / or any other nominated shipper through containers / break bulk or on CFR/CHENNAI SEA PORT basis with shipment through the shipping lines as selected by the Seller. However, in this case, the age of the vessel shall be less than 25 years.

18. In the event of an FOB contract, the Seller shall coordinate with TRANSCART/SCI/or any other nominated agent /their agents for the supply of required containers / booking space in break bulk vessels and stuff the material and move to the port, the loaded containers / break bulk cargo after taking confirmation from them on the vessel arrival at load port. The correspondence/communications with them in this regard shall be maintained by the Seller and forwarded to Purchaser along with our advance copy of the shipping documents.
19. SHIPMENT: For FOB CONTRACT
- a). The materials after inspection and clearance by third party inspection/BHEL inspection as applicable shall be shipped in 40 feet containers or supply in bare & loose condition by break bulk as per TDC. The arrangements of shipment at the port of loading will be done by TRANSCART – MINISTRY OF SURFACE TRANSPORT – Govt. of India or SCI /their agent / or any other nominated shipping company. Seller's responsibility of shipment ceases to exit once the containers are loaded on board of the nominated vessel.
  - b). The Seller shall coordinate with TRANSCART – MINISTRY OF SURFACE TRANSPORT – Govt. of India or SCI /their agent / or any other nominated shipping company for the supply of required containers and stuff the materials or supply in bare & loose condition as per TDC and move to the port the loaded containers after taking confirmation from TRANSCART – MINISTRY OF SURFACE TRANSPORT – Govt. of India or SCI /their agent / or any other nominated shipping company on the vessel arrival at load port. The correspondence/communications with TRANSCART – MINISTRY OF SURFACE TRANSPORT – Govt. of India or SCI /their agent / or any other nominated shipping company in this regard shall be maintained by the Seller and forwarded to Purchaser along with each advance copy of shipment documents.
  - c). Regarding the readiness of the material for shipment to enable them to arrange for the vessel for shipment. Subsequently, when the materials are cleared by the designed inspecting authority, TRANSCART – MINISTRY OF SURFACE TRANSPORT – Govt. of India or SCI /their agent / or any other nominated shipping company / their load port agents have to be kept informed of the readiness of the material for stuffing on to the containers and request them for providing the containers suitably. TRANSCART – MINISTRY OF SURFACE TRANSPORT – Govt. of India or SCI /their agent / or any other nominated shipping company shall give 21 days advance intimation to the SELLER regarding the arrival of vessel at load port.
  - d). In all the above cases, the respective documentary evidence for having intimated TRANSCART – MINISTRY OF SURFACE TRANSPORT – Govt. of India or SCI /their agent / or any other nominated shipping company. and their load port agents shall be kept available with the Seller and then subsequently forwarded to Purchaser along with other shipping documents.
20. **MARINE INSURANCE:**  
This will be arranged by BHEL. Once the shipment is made, the details such as Bill of Lading No., & date, name of the vessel, name of shipping line, quantity shipped (no. of containers + tonnage) shall be communicated by Seller to Purchaser either by e-mail or by fax to enable Purchaser to arrange for Marine Insurance.
21. PURCHASER reserves the option to give specific schedules from time to time within the terminal due date of contract for specific quantity. Only on receipt of such schedules from Purchaser, Seller, shall commence manufacturing of the materials and supply. In case of confirmed sizes given in the contract itself while releasing, this clause is not applicable.
22. PURCHASER reserves the option to open L/c only for covering the specific schedule quantity. to be given from time to time. The L/c validity period will be the end of the delivery period offered by Seller (eg., if delivery is offered as 12 weeks from the date of schedule, then the L/c will be valid for 12 weeks plus the normal time gap of one week between schedule date and L/c opening date).  
In the event of Seller seeking extension to L/c validity, due to their own reasons/delays, then in the event of Purchaser agreeing to extend such L/c, all charges connected with L/c extension will be to Seller's account only.
23. The prices OFFERED/TO BE CONTRACTED finally have to be kept firm till successful completion of the contract and any price increase on any account whatsoever may be the reasons will not be permitted under any circumstances.



24. Purchaser's General Conditions of Contract (in case of an order) is enclosed. Tenderers are requested to confirm their acceptance to the same, explicitly in their offer. These General Conditions of Contract shall apply only to the extent , they have not been superceded by the above terms and conditions of this ANNEXURE-A to tender.
25. If no comments are made specifically in the tenderer's offer, on the above conditions of tender, it will be construed that the tenderer is in full agreement with the above clauses and will be binding on them, in case of an order.
26. In the event of placement of contract, a clear two weeks time (14 days) from the date of contract will be allowed to seller to go through the contract and sign in the respective column in the contract in token of their acceptance of contract in full. In the event of the seller not returning one copy of contract duly signed by them within the 14 days time allowed, it will be commercially and legally construed that the seller is in full agreement with the contract issued and accepted the same in totality and it will be legally binding on the seller and should execute the contract thus released in full as per the terms and conditions of the contract.
27. **TRIAL ORDER / SOURCE DEVELOPMENT ORDER:**  
In the event of the purchaser placing trial order or source development order on any tenderer who have responded to the enquiry and found to be both technically and commercially acceptable to BHEL then such tenderer should give a commitment in writing to purchaser prior to placement of order that the prices concluded for such orders shall be maintained / lowered as the case may be for at least 3 years from the date of such order.
28. **METHOD OF DETERMIING THE NON-CONFORMANCE OF MATERIALS & MODE OF SETTLEMENT**  
Seller is certifying that the materials supplied against this contract are conforming to the Technical delivery conditions of the contract mutually agreed upon by seller & buyer. However, in case, the materials supplied by seller, upon receipt at buyer's place is found to be not meeting the TDC / order requirement mutually agreed upon, then buyer will communicate same to seller and if the discrepancy is proved w.r.t TDC, as non-conformance then those materials will be rejected.
- Besides, in case where purchaser has put these materials into use / process further and during such processing of supplied materials, if purchaser found any defect / discrepancy / non-conformance of the materials w.r.t TDC / Order requirements and those defects are proved to be attributable to material defect, manufacturing defect or bad workmanship on the part of the seller, then those materials will be rejected.
- Seller shall reimburse the cost of these rejected materials indicated above to purchaser on the basis of all inclusive landed cost, less scrap value of the rejected materials.
29. **REVERSE AUCTION:**  
BHEL reserve the right to resort for a REVERSE AUCTION (RA), i.e., ON-LINE BIDDING THROUGH INTERNET instead of opening the sealed price bid submitted earlier, which shall be decided after technical evaluation.
- In case BHEL decides NOT to resort for RA, Price bids already submitted or Price – impacts, if any, submitted by bidder shall be opened for further evaluation.

PURCHASE EXECUTIVE  
BHEL/SSTP/TRICHY

**BHARAT HEAVY ELECTRICALS LIMITED  
SEAMLESS STEEL TUBE PLANT  
TIRUCHIRAPPALLI – 620014 – INDIA.**

**GENERAL CONDITIONS OF CONTRACT  
(For OVERSEAS SUPPLIERS)**

- 1.0. Definitions :  
Throughout these conditions and in the specifications the terms:
- 1.1. 'Purchaser' means, the Bharat Heavy Electricals Limited, Seamless Steel Tube Plant, Tiruchirappalli-620014, Tamil Nadu, India, acting through the Head/ Materials Management.
- 1.2. 'Seller' means, the Person or Company with whom the Order for the supply is placed and shall be deemed to include the Seller's Successors (approved by the Purchaser), Representatives, Heirs, Executors and Administrator, as the case may be.
- 1.3. 'Engineer' or 'Inspecting Officer' means the Person, Firm or Department, nominated by the Purchaser to inspect the stores on his behalf.
- 1.4. 'Contract' shall mean and include the Tender, Letter of Acceptance, Agreement, together with any correspondence, modifying the Terms thereof of the General Conditions, Specifications, Schedules, if any, annexed. This also includes the Drawings, if any, enclosed or to be provided, or to be approved by the Purchaser or his Authorised Nominee and the samples and patterns, if any, to be provided under the provision of the Contract.
- 1.5. 'Specification' shall mean the Specifications annexed to or issued with these General Conditions of Contract.
- 1.6. 'Stores' shall mean the goods specified in the Contract, which the Seller has agreed to supply under the Contract.
- 2.1. Parties to the Contract :  
The Parties to the Contract, which is for the supply by the Seller to the Purchaser on the conditions set forth in the Contract, are Seller and the Purchaser named in the main body of the Contract.
- 2.2. Authority of Person signing documents :  
A person signing the Contract, shall be deemed to warrant that he has authority to bind so, and if on enquiry, it appears that the person so signing had no authority to do so, Purchaser may without prejudice to other civil and criminal remedies, cancel the Contract and hold the Signatory liable for all costs and damages.
- 2.3. Notice on behalf of the Purchaser :  
Notice on behalf of the Purchaser in connection with the Contract may be given by any Authorised Officer of the Plant dealing with the Contracts.
- 3.1. Execution :  
The whole Contract is to be executed in the most approved, substantial and workmen-like manner to the entire satisfaction of the Purchaser.
- 3.2. Alterations :  
The Purchaser or his Authorised Nominee may require such alterations to be made on the work during its progress, as he deems necessary. Should these alterations be such that either party to the Contract, consider an alteration in prices, such alteration shall not be carried out until amended prices have been submitted by the Seller and accepted by the Purchaser. Should the Seller proceed to manufacture such stores with alterations, without obtaining the consent in writing of the Purchaser to an amended price, the Seller shall be deemed to have agreed to supply the stores, at

## GENERAL CONDITIONS OF CONTRACT

### (For OVERSEAS SUPPLIERS)

such price as may be considered reasonable by the Purchaser. In case of alterations, time of delivery has to be reconsidered.

4.0. Seller's Responsibility :

The Seller shall be solely responsible for the Execution of the Contract in all respects, in accordance with the Conditions of the Contract notwithstanding any approval, which the Engineer may have given to materials or other parts of work involved in the Contract or of tests carried-out, either by the Seller or by the Engineer.

5.0. Inspection :

The stores shall be of approved design and each part/component shall be thoroughly inspected and tested at Seller's Works before shipment and shall fully comply with relevant requirements of the Purchaser. The Test Certificates shall be one of the documents for operation of Letter of Credit and shall be submitted along with first set of documents for negotiation.

6.0. Facilities for inspection and test :

6.1. The Purchaser or his Authorised Nominee shall be entitled, at all reasonable times, during manufacture to inspect, examine and test at the Seller's premises, the material and workmanship of all stores to be supplied under the Contract, and if part of the stores is being manufactured on other premises, the Seller shall obtain for the Purchaser or his Authorised Nominee, permission to inspect, examine and test, as if the said stores were being manufactured at the Seller's premises. Such inspection, examination and testing if made, shall not release the Seller from any obligation under the Contract.

6.2. Where the Contract provides for tests on the premises of the Seller or any of his Sub-Contractors, the Seller shall provide such assistance, labour, materials electricity, fuel, stores, apparatus and instruments, as may be required, and as may be reasonably demanded to carry out such tests efficiently.

6.3. The Seller shall give the Authorised Nominee reasonable notice, in writing, of the date and the place, at which any stores will be ready for testing as provided in the Contract.

7.0. Certification of Inspection and Approval :

No Stores will be considered ready for delivery until Purchaser or his Nominee shall have certified in writing that they have been inspected and approved by him. It shall be the responsibility of the Seller to ensure that only such goods, as have been duly inspected and approved by the Purchaser, are offered for arranging shipment to the Government of India's Forwarding Agents, and to furnish them a Certificate as under.

*"Certified that the goods offered for arranging shipment have been duly inspected and approved by the Prescribed Authority, in accordance with the Terms of the Contract and a copy of the Inspection Certificate issued in this regard, is enclosed".*

8.0. Progress Report :

The Seller shall render such report, as to the progress of the manufacture/supply, in such a form, as may be called for by the Purchaser. The submission and acceptance of these reports, shall not prejudice rights of the Purchaser in any manner.

9. 0. Transfer and Subletting :

The Seller shall not sublet (except as may be customary in the trade concerned, in which case the Seller advise the Purchaser of the same), transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without the previous written permission from the Purchaser. The Seller shall be entirely responsible for the work executed by the SubContractor, if any. For this purpose, he shall at his own cost, ensure adequate inspection at their works, by an Inspection Organisation acceptable to the Purchaser.

## **GENERAL CONDITIONS OF CONTRACT**

### **(For OVERSEAS SUPPLIERS)**

10.0. Guarantee :

10.1. The Seller shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance. If any stores are found defective, the Purchaser shall submit his claim to the Seller within 12 (twelve) months from the date of arrival of the stores at Purchaser's site or within 18 (eighteen) months counting from the date of shipment from the Port of despatch, whichever is less. The Seller shall be given the necessary facility to investigate such claims. If they are proved to be faulty, the Seller at his option, either repair or replace within a period of 30 days by faultless stores at Seller's cost. All replacement parts shall be shipped by Seller C.I.F Indian Ports, from which point the Purchaser shall clear through Custom and take delivery at his expense to inland destination. If the Seller so desires, the defective stores can be taken over by his Representative in India for disposal, within a period of three months from the date of receipt of replacement stores. At the expiry of this period, no claim whatsoever shall lie on the Purchaser.

10.2. All the replacement stores shall also be guaranteed for a period of 12 (twelve) months from the date of arrival of stores at Purchaser's site.

10.3. The decision of the Purchaser in regard to the Seller's liability under this guarantee shall be final and conclusive.

11.0. Performance Bank Guarantee :

To fulfill guarantee conditions outlined in Clause (10) above, the Seller shall furnish a Bank Guarantee in the Proforma attached in Annexure-C from a Bank, approved by the Purchaser, for an amount equivalent to 10% of the Contract, along with first shipment documents. On the satisfactory performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Seller without any interest.

12.0. Packing :

The Stores shall be suitably painted for tropical conditions (to withstand marine corrosion) -- shipped in bare bundles of ..... Metric Tonnes gross Maximum / shipped loose (preserved and packed in sea worthy packing), duly ensuring prevention of damage or loss during transit and storage. Packing shall be done in such a way, as to ensure easy removal for check at Port of destination and at Purchaser's works. The packages shall be provided with facilities for easy handling by mechanical means, if need be. For this, the packing specification adopted is also to be such as to obtain a clean BILL OF LADING / AIR WAY BILL.

13.0. Marking :

All Packages shall be marked as per instructions given below, in BOLD letters in English language.

BHEL -- SSTP -- TIRUCHIRAPALLI (INDIA) -- PIN CODE: 620 014

CONTRACT No.	::
SELLER's NAME	::
CASE No.	::
GROSS DIMENSION IN CM	::
GROSS WEIGHT	::
NETT WEIGHT	::
TARE WEIGHT	::
BRIEF DESCRIPTION OF CONTENTS	::
SUGGESTED SLING MARKS	::
COUNTRY OF ORIGIN	::

14.0. Dimension and Weight :

Specification of dimensions and weights in all places, shall be in Metric system and in English language.

## GENERAL CONDITIONS OF CONTRACT

### (For OVERSEAS SUPPLIERS)

15. 0. Shipment :

Shipping arrangements will be made by ::

Ministry of Shipping / Chartering Wing  
Parivahan Bhavan  
No. 1-Parliament Street  
New Delhi - 110 001 - INDIA.

or their Nominee or through their country-wise Forwarding Agents indicated below.

- |         |  |                |   |
|---------|--|----------------|---|
| 15.1.   | Western Europe   | ::             | M/s. Schenker Deutschland AG,<br>P.O.Box No. 110 313<br>D-20403 Hamburg / Germany.<br>(Telephone : +49-(040)-361 350, Fax: +49-(040)-361 35 141     |
| 15.2.   | Japan  | ::             | Embassy of India in Japan, Trade Section<br>2-2-11, Kudan Minami<br>Chiyoda-ku, Tokyo – 102 0074, Japan.  |
| 15.3.   | USA, Mexico, Canada<br>and South America   | ::<br>::       | M/s. OPT Overseas Project Transport Inc.<br>No. 46-Sellers Street, Kearny, NJ 07032 - USA.<br>(Telephone : +1-201-998-7771, Fax : +1-201-998-7833). |
| 15.4.   | South Korea  | ::             | Embassy of India in South Korea<br>San-2-1, Bokwang-Dong, Yongsan-ku<br>Seoul – South Korea.  |
| 15.5.   | Australia, Bulgaria,<br>Romania, Czech, CIS<br>Slovakia, Poland  | ::<br>::<br>:: | Shipping Corporation of India Ltd.<br>'Shipping House'<br>No. 254-Madam Cama Road<br>Mumbai – 400 021 – India.                                      |
| 15.6.   | All other areas  | ::             | Ministry of Shipping / Chartering Wing<br>Parivahan Bhavan<br>No. 1-Parliament Street<br>New Delhi - 110 001 - INDIA.                               |
| 15.7.   | Seller should give adequate advance notice (in the Proforma attached in Annexure), of not less than 6 (six) weeks, about the readiness of each consignment to the Forwarding Agents, from time to time for finalizing the shipping arrangements. The Bill of Lading should be drawn so as to show the following: |                |   |
| 15.7.1. | SHIPPER  | ::             | GOVERNMENT OF INDIA .   |
|         | CONSIGNEE  | ::             | GOVERNMENT OF INDIA.<br>ACCOUNT :: BHARAT HEAVY ELECTRICALS LTD.<br>SEAMLESS STEEL TUBE PLANT<br>TIRUCHIRAPALLI 620 014<br>TAMIL NADU, INDIA.       |
|         | NOTIFY PARTY   | ::             | HEAD/MATERIALS MANAGEMENT<br>BHARAT HEAVY ELECTRICALS LTD.<br>SEAMLESS STEEL TUBE PLANT<br>TIRUCHIRAPALLI 620 014<br>TAMIL NADU, INDIA.             |

# GENERAL CONDITIONS OF CONTRACT

## (For OVERSEAS SUPPLIERS)

16.0. Insurance :

Insurance will be arranged by Purchaser, for which purpose, the details of consignment along with its value, shall be intimated by the Seller to the Purchaser (or the Seller shall make arrangement with the Freight Forwarders to inform the Purchaser), by FAX immediately after shipment of the consignment. The FAX shall be as per the specimen given below:

16.1. Fax No. ++91-431-2520464/2520383

Attn :: Head/MM/SSTP/BHEL/Tiruchirappalli-620014/Tamil Nadu/INDIA.

Please refer your Contract No. \_\_\_\_\_, dated \_\_\_\_\_, for \_\_\_\_\_.

Arrange insurance for ::

No. of Cases.	::
Weight (MT).	::
Value (CIF).	::
Vessel/Airlines.	::
Voyage No./Flight No.	::
No. & Date of BL/AWB.	::

17.0. Documents to be supplied by Seller :

17.1 On receipt of Order or along with Order Acknowledgement :

The Seller shall furnish the break-up prices of the major components going into equipment. This information is required by the Purchaser to check up and admit the claims of the Seller, if part shipments are contemplated and also to facilitate clearance of the consignment through Customs after payment of Duties.

17.2. Before Shipment :

The Seller shall furnish the Packing dimensions of the consignment in Metric Units, along with Nett, Tare and Gross Weights of each package and special storage requirements, if any, on board the ship/aircraft.

17.3. After shipment :

Immediately after shipment, the Seller shall furnish 4 (four) sets of Non-Negotiable copies of Bill of Lading/AWB and other documents referred to in the "Terms of Payment" Clause of the Contract, shall be air-mailed to Head/MM, Seamless Steel Tube Plant, Bharat Heavy Electricals Limited, Tiruchirappalli 620 014, Tamil Nadu, India, under 2 (two) separate successive despatches. In addition to the above, one set of Non Negotiable copies of Bill of Lading/AWB and other documents referred to in Clause 17, shall be air-mailed to the Port Consignee, viz.

Senior Manager/Material Services  
Bharat Heavy Electricals Ltd. / Port Clearance Wing  
No. 165 - Thambu Chetty Street, Chennai-600001.  
Tamil Nadu - INDIA.  
(Telephone : ++91-44-5341240, Fax : ++91-44-5340787).

18.0. Patent Infringement and Indemnity :

The Seller shall at all times indemnify the Purchaser against all claims, which may be made in respect of the goods supplied, for infringement of any patent, design or trade-mark, provided always that in the event of any claim in respect of an alleged breach of a patent, registered design or trade mark, being made against the Purchaser, he shall notify the Seller of the same, and the Seller shall be at liberty, but at his own expense, to conduct negotiation for settlement of any litigation that may arise therefrom.

19.0. Liquidated Damages :

The time of delivery or despatch stipulated in the said schedule for delivery or despatch of the stores, shall be deemed to be the 'Essence of the Contract'. Should the Seller fail to deliver the stores or any consignment thereof, within the period prescribed for such delivery, the Purchaser shall be entitled (by way of Liquidated Damages), for a sum of one-half percent of the price of

## GENERAL CONDITIONS OF CONTRACT

### (For OVERSEAS SUPPLIERS)

any stores, which the Seller has failed to deliver, as aforesaid, for each and every week or part of a week, during which the delivery of such stores may be in arrears, subject to a maximum of 15 (fifteen) percent of the price of stores in arrears. This amount is to be automatically deducted in invoice itself.

20.0. Cancellation Clause :

Alternatively, at the option of the Purchaser, the Purchaser shall be entitled to purchase elsewhere, on account and at the risk of the Seller, the stores of any consignment thereof, which the Seller has failed to deliver as aforesaid, or if not available, the best and nearest available substitute thereof, or to cancel the Contract, and the Seller shall be liable for any loss or damage, which the Purchaser may sustain by reason of such failure on the part of the Seller.

21.0. Risk Purchase :

The Cancellation of the Contract, as stated in the above Clause, may be either for whole or part of the Contract at Purchaser's option. In the event of the Purchaser terminating this Contract, in whole or part, he may procure upon such items and in such manner, as he deems appropriate supplies or services similar to those so terminated, and the Seller shall be liable to the Purchaser for any excess costs, for such similar supplies or services, provided that the Seller shall continue the performance of this Contract to the extent not terminated under the provisions of this Clause.

22.0. Preferential delivery :

It should be noted that if a Contract is placed on a higher Tenderer, in preference to the lowest acceptable Offer, in consideration of offer of the earlier delivery, the Seller will be liable to pay the Purchaser, the difference between the Contract rate and that of the lowest acceptable Tender, on the basis of final price/F.O.R. destination, including all other incidentals, in case of failure to complete supplies in terms of such Contract, within the date of delivery specified in the Tender and incorporated in the Contract. This is in addition and without prejudice to other rights under the Terms of Contract.

23.0. Force Majeure :

If at any time, during the continuance of this Contract, the performance in whole or part by either party, of any obligation under this Contract, shall be prevented or delayed by reason, of any war, hostile acts of the public enemy, civil commotion, sabotage, fire, explosions epidemics, quarantine restriction or acts of God (hereinafter referred to as events), then provided Notice of Happening of any such event is given by one party to other, within 21 days from the date of occurrence thereof. Neither party shall, by reason of such event, be entitled to terminate this Contract, nor shall either party have any claim for damages against the other, in respect of such non-performance and delay in performance, and delivery under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance, in whole or part, of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Purchaser, subject to prompt notification by the Seller to the Purchaser, of the particulars of the event and supply to the Purchaser, if required, of any supporting evidence. Any waiver of time, in respect of partial installment, shall not be deemed to be a waiver of time in respect of remaining deliveries.

24.0. Customs Drawback:

If by reason of a Customs Notification, published after the placing of the Contract, the stores to be supplied shall become, on exportation, subject to a Customs Drawback, in respect of duty paid on them, or on the material used in their manufacture, the Seller shall recover the amount of the Drawback and Contract price of the stores shall be reduced by the amount so recovered.

25.0. Corrupt Gift and Payment of Commission :

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Seller, his Agents or Servants, any one of his or their behalf, to any Employee, Representative or Agents of the Purchaser, or any Person on his behalf, in relation to the execution of this or any other Contract with the Purchaser, shall, in addition to the criminal liabilities under the laws in force, be subject to the Contract cancellation, and all other Contracts with Purchaser and also payment of any loss resulting from any such cancellation, to the like extent as provided. In case of

## **GENERAL CONDITIONS OF CONTRACT**

### **(For OVERSEAS SUPPLIERS)**

cancellation, the Purchaser shall be entitled to deduct the amount so payable from money otherwise to the Seller, under this or any other Contract. Any question of dispute as to the commission of any offence, under the present clause, shall be settled by the Purchaser, in such a manner and on such evidence or information as may be thought fit and sufficient and his decision shall be final and conclusive in the matter.

26.0. Legal Interpretation:

The Contract shall be governed by the Laws in India for the time being in force. To interpret all the Commercial Terms and Abbreviations used in the Contract, which have not been otherwise defined, the rules of "INCOTERMS 2000" shall be applied, unless and otherwise agreed by both the parties.

27.0. Arbitration :

All disputes or differences, whatsoever arising between the parties, out of or relating to the construction, meaning and operation or effect of this Contract, or the branch thereof, shall be settled by Arbitration, in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the Award made in pursuance thereof, shall be binding on the parties.

28.0. Set-off Clause :

Payment shall be subject to deduction of any amount, for which the Seller is liable under this Contract or any other Contract, in respect of which the Bharat Heavy Electricals Ltd., Tiruchirapalli - 620 014, Tamil Nadu, India, is the Purchaser.

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## ANNEXURE-D

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT AND THE EXPIRY DATE OF BG MUST BE AFTER 60 DAYS FROM THE DATE OF COMPLETION OF WARRANTY PERIOD)

### PERFORMANCE BANK GUARANTEE (for Overseas suppliers)

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- 620 014 (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..... Dt ..... Between BHEL, Trichy 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 here by 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 thereunder 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 be taken 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 claims 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 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 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 Tiruchirapalli.

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

11. 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.

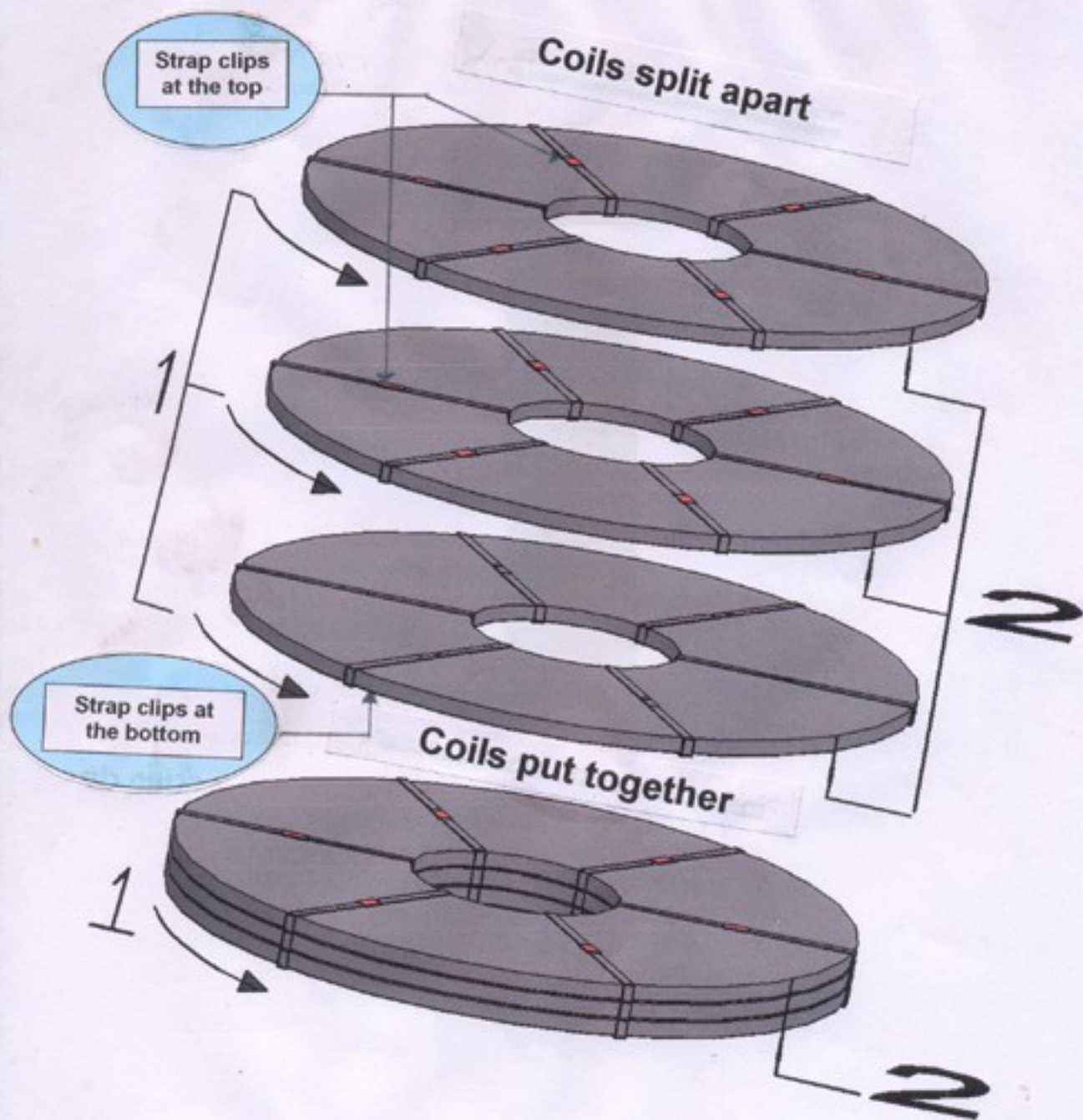
In witness whereof we....., (indicate the name of Bank) have hereunto setout Bank Seal the \_\_\_\_\_ day \_\_\_\_\_ month 200

Bank Phone No. :

Bank eMail id :

Bank FAX No. :

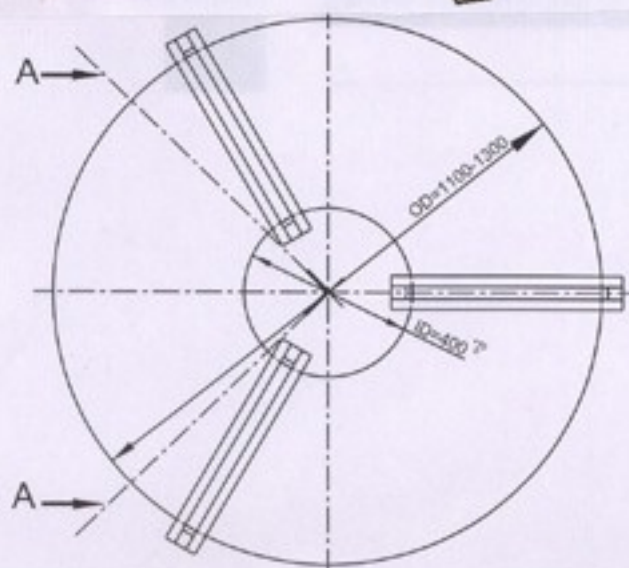
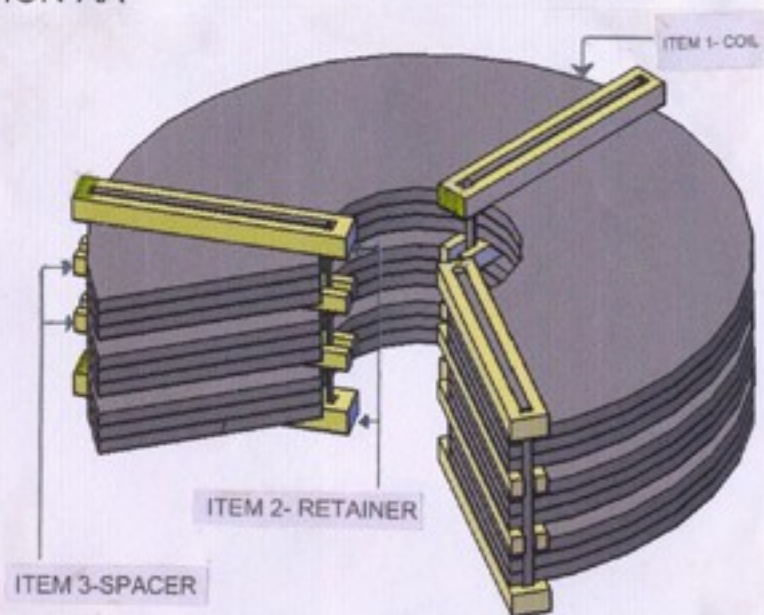
## Procedures for stacking 3 coils together to avoid collapsing



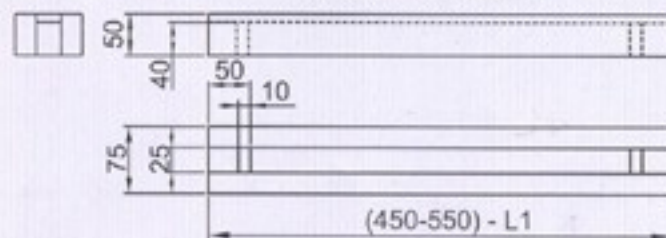
### Note:

1. Direction of winding
2. Terminal point of the strip

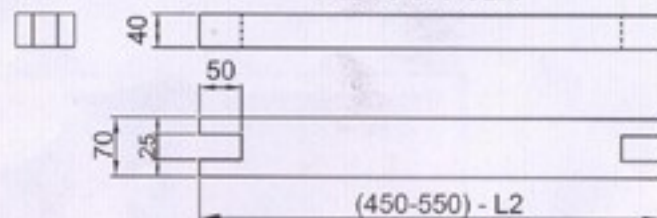
# SECTION-AA



## ITEM 2- RETAINER



## ITEM 3-SPACER



REFERENCE NUMBER: T D C - S T R-GEN-CS-07 REV01 DATED:04/07/2007

3	SPACER	50X70X450-550	WOOD	6
2	RETAINER	50X75X450-550	WOOD	6
1	COIL	ID=400, OD=1100-1300		9
ITEM NO	DESCRIPTION	DRAWING NO	MATL CODE	UNIT WT
			MATL SPEC	QTY

EQPT:

Bharat Heavy Electricals Ltd SEAMLESS STEEL TUBE PLANT TRUCHIRAPALLI - 620014		DATE 20.09.08	SIGNATURE R. K. MANDHAN	DATE 20.09.08
DEPT CMP	GRADE OF MATERIAL E/N/T 15.2.02	SCALE NTS	WORKING DRAWING	DRAWING NUMBER SSTP.SFW.SKT.3.2820

TITLE	REV
PACKING FOR COILS (S F W/S S T P)	