

TENDER NO. BHEL/NR/SCT/KOSTI/COATING/E-1669

FOR OFFICIAL USE ONLY
NOT FOR PUBLICATION

TENDERER'S COPY
ORIGINAL COPY

TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/KOSTI/COATING/E-1669

FOR

Supply and Initial Supervision of installation of Field Joint Coating material for three layer Polypropylene coated pipelines for 4x125 MW Kosti TPP, Sudan.

PART I – TECHNICAL BID



भारत हैवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25, Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301. INDIA

TENDER NO. BHEL/NR/SCT/KOSTI/COATING/E-1669



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

भारत हैवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector – Northern Region,

Plot No. 25, Sector - 16A ,

Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA

Phone: 0120-2515476/ 2416407/ 2515479

Fax: 0120-2515464/ 2515467

Email: sku@bhelnsr.co.in/ rb@bhelnsr.co.in

TENDER NO. BHEL/NR/SCT/KOSTI/COATING/E-1669

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/s-----

TENDER NO. BHEL/NR/SCT/KOSTI/COATING/E-1669

INDEX

Sl. No.	CONTENTS	PAGE
1.	Notice Inviting Tender	04-05
2.	Tender Notice- Newspaper	06
4.	Annexure A Material Quantities	Separate file
5.	Annexure B Scope and description	Separate file
6.	Commercial Terms and Conditions for Submission of Offer	07-11
9.	Format for execution of Bank Guarantees	12-13
10.	Rate schedule	Separate file
11.	Special Conditions of Contract for vendor supervision	Separate file

TENDER NO. BHEL/NR/SCT/KOSTI/COATING/E-1669



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

भारत हैवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector – Northern Region,

Plot No. 25, Sector - 16A ,

Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA

Phone: +91-0120-2515476/ 2416407/ 2515479

Fax: +91-0120-2515464/ 2515467

Email: sku@bhelnsr.co.in/ rb@bhelnsr.co.in

NOTICE INVITING TENDER

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL, Kosti Site in Sudan:

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/NR/SCT/KOSTI/COATING/E-1669	Supply and Initial Supervision of installation of Field Joint Coating material for three layer Polypropylene coated pipelines for 4x125 MW Kosti TPP, Sudan as per specifications/ quantities enclosed as per Annexure-A and B with tender enquiry.	23.03.2009 3.30 PM (IST)

QUALIFYING REQUIREMENTS/ PAST EXPERIENCE OF BIDDERS:-

Tenderers who wish to participate should have experience of supplying Coating material for Polypropylene coated pipelines in the past. Tenderers shall submit copies of relevant documents in support of this

NOTES:

1. The Quotation should be from Principal/ Original Supplier, failing which the quotation is likely to be ignored. **The bidders shall enclose details/ documents in support of 'QRs' given above in their technical bid (Part-I).** The offer shall be considered only from those vendors whose technical capability is found satisfactory.
2. The Tender Documents comprise of following;
 - a) Scope of Supply—(Annexure A and B)
 - b) Commercial Terms & Conditions
 - c) Formats for execution of Bank Guarantees
 - d) Rate Schedule
 - e) Special Conditions of Contract for vendor supervision

TENDER NO. BHEL/NR/SCT/KOSTI/COATING/E-1669

3. 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 (www.bhel.com)**.
4. Bidder(s) can also collect hard copy of tender documents from this office. Tender documents (non transferable) will be issued **free of cost** on all working days between 09.30 Hrs. to 12.30 Hrs within the period i.e **upto 23.03.2009**. Request for issue of tender document should clearly indicate Tender No. and work.
5. Tenders must be submitted to the undersigned at the address given above (Room No. 104) latest by **23.03.2009** before opening of technical bids commences. Technical bids shall be opened at 15.30 Hrs. on **23.03.2009**. The part-II price bids will be opened at a later date of only those bidders whose techno-commercial bid has been found acceptable.
6. **The port of delivery for these materials shall be Port of Sudan. Bidders shall quote their prices on C&F PORT OF SUDAN BASIS and accordingly the bids shall be evaluated on C&F PORT OF SUDAN BASIS.**
7. Any corrections shall be properly & fully authenticated with signature.
8. 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.
9. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
10. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/ post.
11. Purchase Preference will be given to CPSUs as per Guide lines of Govt. of India.

DGM/ SCP

TENDER NO. BHEL/NR/SCT/KOSTI/COATING/E-1669



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

भारत हैवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA
Phone: +91-0120-2515476/ 2416407/ 2515479
Fax: +91-0120-2515464/ 2515467
Email: sku@bhelnsr.co.in/ rb@bhelnsr.co.in

TENDER NOTICE

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL, Kosti Site in Sudan :-

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/NR/SCT/KOSTI/COATING/E-1669	Supply and Initial Supervision of installation of Field Joint Coating material for three layer Polypropylene coated pipelines for 4x125 MW Kosti TPP, Sudan as per specifications/ quantities enclosed as per Annexure-A and B with tender enquiry.	23.03.2009 3.30 PM (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 Guidelines of Govt. of India.

DGM/ SCP

ANNEXURE -A

S.No	Description	Qty	Unit
1.0	FIELD-JOINT COATING SYSTEM FOR 3-LAYER Polypropylene COATED PIPLINES.		
1.1	Heat shrink sleeve (17 inch wide) for 219.1 mm OD x 8.81 mm thick Pipe	1,300	Nos
1.2	Heat shrink sleeve (17 inch wide) for Pipe 168.3 mm (OD) x 7.11 mm thick Pipe	1,300	Nos
1.2	Heat shrink sleeve (17 inch wide x 100 feet long) for Pipe bends.	25	Nos
1.3	Heat Shield (150 mm wide x 2.5 mm thick x 25 M long)	10	Nos
1.4	Mastic Tape (50 mm wide x 1 mm thick x 30 M long)	250	Nos
1.5	Protection Tape (150 mm wide x 2.5 mm thick x 25 M long)	10	
1.6	Epoxy for sleeves (Part A : BASE) (18 L DRUM)	9	drum
1.7	Epoxy for sleeves (Part B : HARDNER) (18 L DRUM)	3	drum
2.0	FIELD-JOINT COATING SYSTEM FOR 3-LAYER Polypropylene COATED PIPLINES : REPAIR MATERIAL		
2.1	Repair Patch for field coated joints (425 WIDE X 10 M LONG)	1	Nos
2.3	Heating Gun	1	Nos
2.4	Polypropylene hot Melt Stick	50	Nos
3.0	APPLICATION TOOLS		
3.1	Epoxy Pump - for base material	1	No.
3.2	Epoxy Pump - for hardner	1	No.
3.3	Peel Gauge	1	No.
3.4	Temperature sticks	10	No.
3.5	Gas torch	4	No.
3.6	Silicon Rollers	6	No.
3.7	Applicator Pads	25	Nos

Annexure-B
Table of Contents

		Page
1.0	Scope	1
2.0	Description	1
3.0	Test Methods	1
4.0	Requirements	2
Table I	System Properties	4

1.0 SCOPE

This specification states the requirements for 3-layer heat-shrinkable sleeve system to be used for corrosion prevention of pipe joints on 3layer PP coated pipelines which operate at temperatures up to 85°C.

2.0 DESCRIPTION

The subject system is composed of a hot melt adhesive-coated wraparound sleeve, and a curable modified 2-component liquid epoxy primer. The solvent-free primer is applied to the pre-cleaned steel surface. The adhesive coated sleeve is then wrapped around the pipe and heat in excess of 125°C shrinks the sleeve tightly onto the epoxy-primed steel surface.

3.0 TEST METHODS

ASTM D-149	Test Method for Dielectric Breakdown Voltage and Dielectric Strength of Solid Electric Insulating Materials at Commercial Power Frequencies
ASTM D-257	Test Methods for D-C Resistance or Conductance
ASTM D-638	Test Method for Tensile Properties of Plastics
ASTM D-870	Method for Water Immersion Test of Organic Coatings on Steel
ASTM D-882	Test Methods for Tensile Properties of Thin Plastic Sheeting
ASTM D-1000	Methods of Testing Pressure-Sensitive Adhesive Coated Tapes Used for Electrical Insulation
ASTM D-1002	Test Method for Strength Properties of Adhesives in Shear by Tension Loading (Metal-to-Metal)
ASTM D-1963	Test Method for Specific Gravity of Drying Oils, Varnishes, Resins, and Related Materials at 25°C.
ASTM D-2240	Test Method for Rubber Property -- Durometer Hardness
ASTM D-2671	Standard Methods of Testing Heat-Shrinkable Tubing for Electrical Use
ASTM E-28	Standard Test Method for Softening Point by Ring and Ball Apparatus
ASTM E-398	Standard Test Method for Water Vapor Transmission Rate of Sheet Materials Using a Rapid Technique for Dynamic

Measurement

ASTM G-14	Standard Test Method for Impact Resistance of Pipeline Coatings (Falling Weight Test)
ASTM G-17	Standard Test Method for Penetration Resistance of Pipeline Coatings (Blunt Rod)
ASTM G-42	Standard Test Methods for Cathodic Disbonding of Pipeline Coatings Subjected to Elevated Temperatures
DIN30672	Coatings of corrosion protection tapes and heat shrinkable material for pipelines

4.0 REQUIREMENTS

4.1 Qualification

The pipe sleeves furnished under this specification shall have been tested and met the requirements specified in Table I.

4.3 Materials

4.3.1 The coating system consists of appropriate wraparound sleeves installed over a modified epoxy primer.

4.3.2 The sleeve system, shall meet all requirements specified in Table I.

4.3.3 The color of the) sleeves shall be black.

4.3.4 Heat Shrink Sleeve

The inner surface of the sleeves shall be coated with a controlled thickness of an adhesive which in combination with the modified epoxy primer, will bond to and seal to the steel pipe and common yard applied medium temperature yard coatings, such as epoxy.

4.3.5 Backing

The sleeve and closure backings shall be fabricated from a thermally stabilized, ultraviolet resistant, semi-rigid polyolefin and shall be radiation crosslinked. The backing of the sleeve and closure shall be homogeneous and free from flaws, defects, pinholes, bubbles, cracks and inclusions.

4.3.6 Primer

The primer is a solvent free, modified epoxy type primer, which is applied to cleaned and dry steel surface. When the sleeve coating comes in contact with the liquid primer during installation, a strong bond is formed upon full curing of the system.

- 4.3.7 The installed and fully cured coating system, shall meet all requirements specified in Table I.

TABLE I: FIELD JOINT COATING SYSTEM FPR 3-LPP PIPING

Property	Condition	Unit	Requirement	Method of Test*
A. SLEEVE BACKING				
Tensile Strength	23°C(73°F)	psi**	2200 min.	ASTM D-638
Elongation to Break	23°C(73°F)	percent	400 min.	ASTM D-638
Toughness (2% secant modulus)	23°C(73°) 0.4 in./minute	psi	30,000 min.	ASTM D-882
Hardness, Shore D	23°C(73°F)		50	ASTM D-2240
Shrink Force (Modulus@100% Elongation @ 2 in./minute)	150°C(302°F)	psi	35 min.	ASTM D-638
Heat Aging:	150°C(302°F) 21 days			
Followed by				
Elongation to Break	23°C(73°F)	percent	200 min.	ASTM D-638
Volume Resistivity	23°C(73°F)	ohm-cm	1x10 ¹⁵ min.	ASTM D-257
Moisture Vapor Transmission	38°C(100°F) 90% RH	g/24 hrs/ 100 in ²	0.08	ASTM E-398
B. SLEEVE ADHESIVE				
Ring & Ball Softening Point		°C	120±10	ASTM E-28
Lap Shear	23°C(73°F) 80°C(176°F) CHS 2"/min.	psi	500 min. 50 min.	ASTM D-1002 ASTM D-1002
C. PROPERTIES OF INSTALLED COATING SYSTEM				
Impact Resistance	23°C(73°F)	in-lbs	70 min.	ASTM G-14
Impact Resistance	23°C(73°F)	15J	Pass	
DIN30672 Class C				
Penetration Resistance	80°C(176°F) 24 hrs		no holiday with 10 KV detector	ASTM G-17
Cathodic Disbondment	80°C(176°F) 30 days	mm	25 mm max. disbondment radius	ASTM G-42
Peel to steel (CHS 100mm/min)				
.	23°C(73°F)	N/cm	15 min.	DIN30672
.	50°C(122°F)	N/cm	3 min.	DIN30672

	80°C(176°F)	N/cm	3 min.	DIN30672
Peel to line coating (CHS 100mm/min)				
.	23°C(73°F)	N/cm	8 min.	DIN30672
	50°C(122°F)	N/cm	2 min.	DIN30672
	80°C(176°F)	N/cm	2 min.	DIN30672
Dielectric Breakdown Voltage	23°C(73°F)	KV	30	ASTM D-149



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

भारत हैवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA
Phone: +91-0120-2515476/ 2416407/ 2515479
Fax: +91-0120-2515464/ 2515467
Email: sku@bhelnsr.co.in/ rb@bhelnsr.co.in

COMMERCIAL TERMS AND CONDITIONS FOR SUBMISSION OF OFFER

1.0 QUOTATIONS

Bidders shall submit the offer in **TWO INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

Envelope I This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "**Part I - Technical and commercial bid**", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

Envelope II This sealed envelope should contain **price details**. This envelope should be clearly marked "**Part II - Price bid**", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, superscribing as Part I and Part II of Enquiry No., due date of opening and the address and reference of the Bidder.

The above offer should reach this office on or before the due date as indicated in "Notice Inviting Tender". Late offers will not be considered.

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

**DEPUTY GENERAL MANAGER/ SCP
BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
Power Sector-Northern Region,
Room No. 104, Plot no.25, Sector 16 A, PB NO. 55,
NOIDA –201301 (INDIA)**

Tenders should be free from CORRECTIONS AND ERASURES. Corrections if any, must be attested. All amount shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail. Offers should be in **ENGLISH**.

2.0 PART I (TECHNICAL & COMMERCIAL BID)

2.1 Technical

This part shall include/ indicate the following :

- 2.1.1. Offer should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
- 2.1.2. **Normally no deviations are allowed (Techno-Commercial). However, If there are any deviations, the same should be clearly specified.** Deviation, if any, will be subject to suitable loading by BHEL and for which BHEL's decision shall be final and binding.
- 2.1.3. List of customers to whom same or similar grade of materials have been supplied to be enclosed in their Part-I offer.
- 2.1.4. Vendor shall submit Quality Plan/ Manufacturing Plan for review and approval of BHEL.

2.2 Commercial

This part shall include / indicate the following:

- 2.2.1. Port of shipment / Station of despatch
- 2.2.2. Terms of payment
- 2.2.3. Taxes & duties applicable.
- 2.2.4. Delivery Schedule
- 2.2.5. Offer validity
- 2.2.6. Country of origin
- 2.2.7. A copy of "Un-Priced Part II" i.e., a copy of the Price Bid **without the Price details** to be enclosed.

3.0 PART II (PRICE- BID)

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

4.0 OPENING OF TENDERS

The Part I - Technical & commercial bid alone would be opened on the Tender opening date.

The Part II - Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the tender opening date. Clarifications, if any, required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II - price bid.

5.0 GENERAL

- 5.1. Incomplete offers will not be considered.

TENDER NO. BHEL/NR/SCT/KOSTI/COATING/E-1669

- 5.2 Fixed price: Bidders shall quote their Fixed Prices on C&F Port of Sudan basis.** Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of execution of the Purchase Order. **Custom clearance and taking delivery at port of Sudan shall be in BHEL's scope.** Detailed procedure along with documents required for custom clearance shall be furnished at the time of placement of order. A bid submitted with an adjustable price will be treated as non - responsive and rejected. 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/ or purchase at the risk and cost of supplier.

Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. **Unit prices (Rate) shall be considered correct in the event of any discrepancy with regard to total price.**

- 5.3 Bid currency:** Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in EUROS. **For evaluation of bids, the exchange rate shall be considered as 'T. T. selling rate', that of State Bank Of India on the date of Technical bid opening. In case of Holiday, rates for previous day shall be considered.**

- 5.4 **Terms of Delivery:** The materials are required at Kosti site by 31.03.09. The bidders shall offer best possible delivery period.

- 5.5. **Taxes and Duties:** Bidders should quote their rates inclusive of all applicable taxes & duties on C& F Port of Sudan basis. However, Custom Duty payment and Custom clearance at Port Sudan shall be in BHEL's scope.

- 5.6. **Validity:** The offers shall be kept open for acceptance for **60 days (Sixty days)** from the date of opening of the tender (Part I).

- 5.7. **Terms of Payment:** The payment terms are indicated below:

"90% of FOB Value shall be payable against dispatch documents (given below) & 10% of FOB Value along with ocean freight shall be payable within 30 days after receipt of material at Port of Sudan."

The Set of Dispatch Documents shall comprise of following:

- (a) Beneficiary's Commercial Invoice – One original Plus two signed copies.
- (b) Full set of clean on board Bill of Lading – In-original
- (c) Packing list in original.
- (d) Certificate of country of origin issued by Chamber of Commerce.
- (e) Manufacturing Test Certificate of the Materials dispatched.
- (f) Pre-Shipment Inspection Certificate
- (g) Cert. to the effect that set of dispatch documents have been sent to Construction Manager, BHEL Site, Kosti TPP, Sudan.

TENDER NO. BHEL/NR/SCT/KOSTI/COATING/E-1669

- 5.8 Contract Execution Cum Performance Bank Guarantee (CEPBG):** The successful tenderer shall furnish a Bank Guarantee for 5% of the Purchase Order value confirming that the order will be executed as per the terms and conditions of the purchase order and this should be valid till one month after completion of guarantee period.

The Contract Performance Bank Guarantee shall be obtained from any one of the following banks that is a member bank in our consortium of 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) ICICI Bank Ltd. ,13) IDBI Bank Ltd., 14) HSBC Ltd.

The BG may also be accepted from a Foreign Bank at the sole discretion of BHEL, provided the BG is duly endorsed by any of the above BHEL's Member Bank 'OR' any Nationalised Bank in India.

- 5.9 Liquidated damages:** It is clearly understood among the parties to the contract that "**Time is the essence of the contract**". Therefore, the delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an unconditional penalty at the rate of 1/2% of the value of delayed goods for each week of delay subject to a maximum of 5% of the order value. BHEL may load maximum penalty under LD clause, to the extent the same is not agreed by the bidder, for the purpose of comparative statement (Evaluation).
- 5.10 Warranty/ Guarantee:** 12 months from the date of dispatch for bad workman ship & manufacturing defect.
- 5.11 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 of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss, which the Purchaser may sustain by reason of such risk purchases.
- 5.12 Indian Agent & Agency commission:** No separate Indian agents commission will be payable. The bidder to confirm this specifically in their techno-commercial bid.
- 5.13 Warranty replacement:** Any warranty replacement during the warrantee period shall be on FOR., BHEL, Kosti, Sudan basis.

TENDER NO. BHEL/NR/SCT/KOSTI/COATING/E-1669

- 5.14 Inspection & Testing:** All goods are subject to BHEL/ Third Party inspection either at your works or after delivery as may be agreed. The decision of BHEL shall be final.
- 5.15 Test certificates:** The Bidders shall submit manufacturing test certificate of materials dispatched as a part of dispatch documents.
- 5.16 CENVAT credit:** (for Indian Bidders only): Not Applicable being an export order.
- 5.17 Packing:** The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal transport by sea/ rail/ road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.
- 5.18** BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.
- 5.19 Marine Insurance :** To be arranged by BHEL
- 5.19.1 Consignee & Ultimate Consignee:** The materials are required for BHEL Site at Kosti TPP, Sudan. The consignee shall be BHEL and ultimate consignee shall be "National Electricity Corporation, Sudan".
- 5.20 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 Indian 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).
- 5.21** Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.
- 5.22** The successful bidder shall obtain Custom Duty and Custom Clearance Procedure from BHEL after receipt of order.

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) ICICI Bank Ltd. ,13) IDBI Bank Ltd., 14) HSBC Ltd).

A. CONTRACT EXECUTION BANK GUARANTEE

This deed of guarantee made this day of200.. by the in favour of Bharat Heavy Electricals Limited (A Govt. of India Undertaking), having its registered Office at New Delhi with its Unit Office at Power Sector-Northern Region, NOIDA, Distt. Gautam Budh Nagar (UP), (Hereafter called the first party).

Whereas M/s having its registered office at (hereafter called the contractor) have entered in to contract with the first party for the supply ofvide 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 (Rupeesonly) 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

TENDER NO. BHEL/NR/SCT/KOSTI/COATING/E-1669

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 weundertake 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.

Signed for and on behalf of the Bank

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR : NORTHERN REGION - NOIDA**

**SPECIAL CONDITIONS OF CONTRACT FOR VENDOR SUPERVISION FOR
PACKAGE – FIELD JOINT COATING APPLICATION**

PROJECT - 4 X 125 MW, KOSTI THERMAL POWER PROJECT – SUDAN

1. Representatives to abide by Local Govt. statutory regulations and inform themselves of local state requirements.
2. Representatives to co-operate with other agencies at site and coordinate in association with BHEL and customer's engineers at site.
3. Representatives to follow the Health, Safety and Environment (HSE) regulations in force at project.
4. Representative to move to site within 2 weeks advance notice. Names/Passport details with passport validity of at least 1 year to be identified in advance and request moved for invitation letter from NATIONAL ELECTRICITY CORPORATION, KHARTOUM, SUDAN (CUSTOMER) well in advance. Visa grant from SUDANESE embassy may take 2-4 weeks time
5. All visa fees/ Medical fees to be borne by vendor. However, BHEL shall guide / assist vendor to obtain respective travel visa.
6. Working Hours: To work under local site applicable requirements. No over time payable.
7. Taxes/ Duties/ Fees: All taxes duties/ fees as applicable are to be borne by vendor. All applicable taxes, which are required to be deposited by BHEL on behalf of the vendor, shall be recovered from each of their payable bill.
8. Medical: Vendor to arrange for medical insurance coverage for their representative. First aid medical facilities as available at Kosti TPP site Sudan shall be extended.
9. Deployment Schedule: Deployment needs to be planned in phased manner depending upon the progress of works at Kosti TPP site. Further review meetings shall be held at site to discuss work progress and deployment programme
10. Personnel deputed to site shall be an expert in their field/ responsible for direct supervision/ execution of field activities. They should be able to interact with their parent division at their HQ for Trouble shooting operations/ Engg. Clarifications etc.
11. Expert Travelling to Sudan shall carry complete set of field engineering Documentation/ list of commissioning spares and contingency commissioning spares as envisaged by Vendor.
12. The contract of "Supervision of Erection/ Commissioning/ Testing for equipments" to be read along with PEM's GCC & SCC for supplies

- Purchase Order in particular context of defect liability/ warranty obligation, which shall prevail.
13. Visits as indicated shall be required for deputation. Expert to complete assignment for each phase/ visit as per BHEL's requirement. In case of site non-readiness/ mutual agreement with Site Manager/ BHEL, the deputation programme shall be mutually discussed and agreed upon.
 14. Vendor to indicate their check list with detailed activity network with recommended manpower along with general tool and plants needed for site readiness for deputation of their personnel.
 15. Project Management meetings shall take place at BHEL – PSNR, Office before start of deputation and during course of execution (as per requirement). Responsible representatives from Vendor shall attend these meetings on BHEL's call.
 16. Protocols for erection/ commissioning operation shall be signed by vendor's representative at Kosti TPP, Sudan.
 17. Vendor's representative shall be under the administrative control of Site Manager/ BHEL Kosti TPP, Sudan.
 18. Vendor representative at site shall co-ordinate for their materials availability at site/ report shortage/ discrepancies of materials and associate himself for coordination/ compressing of erection/ commissioning schedule.
 19. All out efforts are to be made by both parties to complete site works within the most reasonable time/ earliest possible.
 20. Payment shall be made for visit of vendor representative as per the time count start from Indian Airport, return to Indian airport with site time sheets verification by Site Manager/ BHEL Kosti TPP Site for actual member of mandays utilized and satisfactory completion of works at site.
 21. Payment shall be released by BHEL on monthly basis against invoices raised by vendor to BHEL, PSNR, Noida with certified time sheets. All payments will be in Indian Rupees (INR) only.
 22. Field quality plans for system erection and commissioning activities shall be submitted to BHEL for approval immediately on receipt of order.
 23. Trouble shooting requirements, if any, attributable to Vendor supplies shall be attended free of cost on defect liability account. However, trouble shooting required on BHEL's call for defects attributable to BHEL shall be attended by Vendor on subject terms and conditions.
 24. The above services shall also be provided for PG Testing activity of the subject package (as per requirement) and special instruments for testing to be carried by vendor expert to site and can be brought back upon return.
 25. Supply of special tools/ mandatory spares/ commissioning spares requirements must be ensured by vendor as per terms of their supply package.

26. Under force majeure conditions applicable to BHEL engineers, vendor's experts shall be repatriated at BHEL's cost.
27. All misc. expenses required by vendor's representative at Sudan are to be borne by vendor's representative.
28. Rates quoted/ agreed shall remain firm till the completion of the contract.
29. Security deposit/ guarantee submitted towards supply of materials shall also be treated as guarantee for supervision work and the subject contract shall remain valid till satisfactory completion of work.
30. Expected period of supervision for Erection & Commissioning of the package shall be for **14 days**.
31. List of facilities which will be extended by BHEL at Kosti TPP site is given in Annexure.

ANNEXURE

ANNEXURE TO SPECIAL CONDITIONS OF CONTRACT FOR VENDOR SUPERVISION

PROJECT: 4X125 MW

FACILITIES WHICH WILL BE PROVIDED BY BHEL

- | | |
|-------------------------------------|---|
| 1. ACCOMMODATION | Shared accommodation at Kosti TPP, Sudan |
| 2. FOOD | Facilities for food etc. shall be Extended to vendor's representative (in line with BHEL's Engineers) |
| 3. AIR TICKET/ JOURNEY TICKET COSTS | Expenses for travel between India and Sudan shall be borne by BHEL |
| 4. LOCAL CONVEYANCE | Local conveyance at site shall be Provided by BHEL to the vendor's Representatives in line with BHEL engineers. |
| 5. STORAGE | Storage with adequate space to keep drawings/documents and tools & tackles shall be provided at site. |
| 6. SPECIAL TOOLS | Special tools provided with the equipment to be installed shall be made available to the vendor's representative. |