



Tender Ref.	BHEL/EPD/MM/50001501
Tender Date	16.06.2016
Due date of tender opening	07.07.2016

BHEL-EPD, Bangalore requests offer for procurement of **IR DOME CAMERA/IR BULLET CAMERA/ACCESSORIES**, as per the enclosed specification :**ANNEXURE-1& EP-WEX-SPV/CCTV/01/2016-17**

The offer should be addressed to

Sr.DGM /MM  
Bharat Heavy Electricals Ltd  
Electro Porcelain Division  
PB NO 1245, Indian Institute of Science Post  
Bangalore – 560012

So as to reach within 14.00 hours (IST). On or before the Tender due date.

The offers should be submitted in two parts

- I. PART-A: Techno-commercial Bid and II.
- PART-B: Price Bid.

Each Part should be put in a separate sealed cover and the covers should have the corresponding Part name, Tender no, due date and name of the supplier. These two sealed covers should be kept in another sealed cover super scribed with tender number, due date and name of the supplier. Tender Box is located at reception office of BHEL-EPD & named as **Tender Box-EPD**

Techno-commercial offer and Price bid should not be put together in open condition. Only the cover consisting of Techno-Commercial Bid (PART-A) will be opened on the due date in the presence of those vendors or their Authorised representatives who wish to be present. **All corrigenda / addenda / amendments / time extension / clarifications etc., to the tender will be hosted on website [www.bhel.com](http://www.bhel.com), [www.bhelceramics.com](http://www.bhelceramics.com) only. Bidders should regularly visit websites to keep themselves updated.** BHEL reserves the right to re-float the tender with or without opening the received responses. The tenders meeting our Techno-Commercial requirements will be considered

Enclosures:

- i. Technical Specification ii
- ii. General Terms and conditions with Annexure A TO H.
- iii. Response Sheet (to be filled and duly signed and enclosed with Techno-Commercial offer along with **un priced** Price Bid format)
- iv. NEFT Mandate Form

V. Third Party Non-Disclosure agreement For and On Behalf Of BHEL-EPD

V.SOMASHEKARACHARY

Senior Manager – MM



**For any queries & clarification PLEASE CONTACT Contact persons:**

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:soma@bhelepd.com

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PH: 00 91 80 22182305/2263/2261  
MOB: +919845534724.  
e-mail: [gopal@bhelepd.com](mailto:gopal@bhelepd.com)

3) AK.SHARMA/SR.DGM/MM PH:  
00 91 80 22182305/2263/2219 MOB:  
+919449064320.  
e-mail : [asharma@bhelepd.com](mailto:asharma@bhelepd.com)

**PROCEDURE FOR SUBMISSION OF SEALED TENDERS**

Bids shall be submitted latest by 14:00 hrs. (IST). on or before due date in a sealed cover separately with bidder's seal super scribed with "Tender Enquiry No., Tender date, Tender due date of opening " in two separate envelopes(i.e. Techno-commercial bid & Price bid) which will be put in a common third envelope, for each bid submitted independently, as follow:

The offer should be submitted in a sealed cover as mentioned in above and it should reach in tender box named BHEL-EPD kept in reception by 14:00 hours (IST) on or before tender due date addressed to:

Sr.DGM/MM  
Bharat Heavy Electricals Ltd  
Electro Porcelains Division  
PB No: 1245, Indian Institute of Science Post  
Bangalore – 560012

**General Terms & Conditions for Supply of CAPITAL ITEMS (Imported &Indigenous)**

**I. Enquiry / Request for Quotation (RFQ):**

(a) Any Purchase Order of Bharat Heavy Electricals Limited, Electro porcelain Division, Bangalore-560012 (hereinafter referred to as BHEL) resulting from this enquiry shall be governed by these general terms and conditions listed below and special terms and conditions, if any, provided along with this enquiry of BHEL.

- (b) Any of the terms and conditions not acceptable to vendor, shall be explicitly mentioned in the quotation. Unless explicitly mentioned in the quotation regarding non acceptability of, all terms and conditions of this enquiry would be treated as fully acceptable for the vendor.
- (c) Unless it is agreed and incorporated in the Purchase Order of BHEL, no counter terms and conditions offered by the vendor shall be applicable / relevant to the contract or transaction herein.
- (d) Any deviation to the terms and conditions not mentioned in the quotation by vendor in response to this enquiry will not be considered, if put forth subsequently or after issue of order, unless clarification is sought for by BHEL and agreed upon in the Purchase Order of BHEL.
- (e) BHEL reserves the right to adopt Reverse Auction for the enquiry sent, at its discretion.
- (f) BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.
- (g) Any specific terms and conditions to be complied will be mentioned in NIT. Bidders has to specifically mention the acceptance of the same.
- (h) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

## **II. General Terms and conditions:**

1. **TWO PARTS BID:** Quotation shall be submitted in two parts bid i.e.

(a) **Techno-commercial i.e., Un-priced Bid (in one sealed envelope):**

Techno-commercial bid shall be submitted with complete description of the equipment, specification compliances to the enquired specification and all the commercial terms & conditions indicated in the **COMMERCIAL TERMS (ANNEXURE-A / ANNEXURE-B)**. Any other enclosure, which the vendor wishes to submit like product catalogue, technical literature etc., may also be submitted in a sealed envelope super scribed clearly as **"TECHNO-COMMERCIAL BID" with NIT No. and DUE DATE**. An un-priced copy of price bid (without price) shall also be enclosed with the techno-commercial bid for evaluation of commercial terms. The vendor shall not give the price in the technical bid. EMD Payment if applicable as mentioned in NIT shall be enclosed along with the Technical Bid.

Confirmation to BHEL specifications shall be indicated by the vendor in the respective columns provided in the purchase specification wherever applicable. Deviations to the specification / item description, if any shall be brought out clearly indicating "DEVIATION TO BHEL SPECIFICATION" without fail as a part of technical offer.

Compliance to Pre-qualification criteria (if applicable) shall also be enclosed with the Techno-commercial bid.

Manufacturer's name, their trade mark and brand, part number, alternate material to the one asked in enquiry, if any, should be mentioned in quotation and illustrative leaflets giving technical particulars etc. are to be attached to facilitate consideration and technical evaluation of the quotation.

**(b) Price Bid (in one sealed envelope):**

Price bid should contain basic unit prices, discount if any, applicable taxes & duties, Cess, packing & forwarding charges (if applicable), on CIF BASIS CHENNAI Sea Port, in a sealed envelope super scribed clearly as "**PRICE BID**" with **NIT No. and DUE DATE**. Installation, commissioning, start-up and training charges (if any) shall also be indicated in the price bid.

It is requested to indicate the prices in both figures and words for assuring clarity for unit price & total price. However, if there is any difference / discrepancy between the rates in figures and words, the **least of the two** rates will be considered as the final quote of the vendor.

**(c) Tender Offer:**

Tender offer shall be a single sealed envelope enclosing both the above stated sealed envelopes [(a) **Techno-commercial i.e., un-priced Bid** and (b) **Price Bid**] and super scribed clearly with **NIT No. and tender DUE DATE**.

2. Tender offer as prescribed above, shall reach our office before **14:00 hours (ISD) on or before the due date**. Tender offer shall be dropped in the tender box marked for EPD. **Quotations also can be dispatched by Couriers / Registered post / e-mail (a. For Techno-commercial bid: [technicalbid@bhelepd.com](mailto:technicalbid@bhelepd.com) b. For Price bid: [pricebid@bhelepd.com](mailto:pricebid@bhelepd.com)) to the Purchase Executive indicated in the NIT at the risk of vendor / bidder.**

Quotation through courier / register post / e-mail when addressed to the specific e-mail address given in the enquiry, shall be sent well in advance to enable BHEL purchase personnel to drop in the tender box before the scheduled opening date and time. **Vendor is fully responsible for lack of secrecy on information of such quotations.** Vendor shall confirm with the concerned purchase executive/contact person/s after sending the offer regarding such delivery mode to ensure participation. BHEL is not responsible for any delay in receipt of quotation sent by vendor through post/e-mail.

**Late Tenders** i.e., Tenders received after due date and time will be summarily rejected.

3. The rate quoted against each item shall be in units stated in the enquiry. Where quotation is in terms of unit other than that in enquiry, relationship between the two units must be furnished in the quotation.
4. As far as possible, the quotations shall be free from corrections / overwriting. Corrections / overwriting, if any should be authenticated by signature of the authorized person with the seal of the company. In case of any typographical errors, totaling mistakes, currency mistakes, multiplication mistakes, summary mistakes are found in your priced bids, BHEL shall be at the liberty to consider only such quotes/figures whichever is beneficial to BHEL at the time of evaluation. Vendor shall be fully responsible to ensure that the quote is correct and complete.
5. Quotations shall be duly signed by the proprietor or authorized representative of the vendor. Unsigned bids/offers are liable for rejection.
6. Tenders will be opened at **14.00 hours (IST)**. And the venue shall be at BHEL-EPD TENDER ROOM located at main gate. All the tenderers or their authorized representatives (with authorization letter from their principals) may witness opening of techno-commercial bid on the due date.

7. After evaluation of techno-commercial bids, price bids of only those which are technically & commercially accepted/qualified, will be opened on a subsequent date, which will be intimated to the concerned in advance for witnessing of price bid opening shall also be at BHEL-EPD TENDER ROOM located at main gate.
8. BIDDERS (for indigenous purchase) shall indicate clearly Excise duty, Education Cess, Swachh Bharat Cess, Sales Tax/VAT, Octroi, Exit/Entry tax, Service Tax, as applicable for the quoted items. In the absence of clarity of these, any claim at a later date will not be entertained. Any changes in Taxes and duties after award of the contract will not be considered except such are those, which are imposed by Govt., notification within the contractual delivery after placement of PO. Seeking price amendments for change in Excise duty due to crossing of turnover limits will not be considered under any circumstances.

**09. DUN & BRAD STREET REPORT (for foreign purchase):**

In case of foreign vendors, BHEL reserves the right to verify the vendor's particulars with the Dun & Bradstreet Report during techno-commercial scrutiny. Vendors are requested to indicate D-U-N-S Number in the techno-commercial bid.

**10. VALUE FOR ERECTION & COMMISSIONING AT BHEL:**

Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, performance tests, and training to operators etc.

Withholding of Tax is applicable @ 20% on E&C, TS&M & AMC Payments. If vendor provides Indian PAN Number then the withholding tax applicable is 15%.

The estimated percentage of E&C value shall be 10% or as may be specified in the NIT.

E&C value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment as per clause 16.

**11. TOTAL COST TO BHEL:**

The bidders shall quote charges for 'Supply', 'Erection & Commissioning', 'Technical Supervision & Maintenance Contract' and 'Annual Maintenance Contract – AMC' separately. Purchase order will be placed on the lowest quotation (L1) only among the technically & commercially accepted quotations. Lowest quotation (L1) is determined on the basis of the total cost to BHEL.

The evaluation of tender shall be on the basis of total cost to BHEL including of all the cost elements described above. **For evaluation Exchange rate (TT selling rate of SBI) ruling on the date of Tender opening (Techno-commercial / un-priced Bid) will be considered for converting foreign currency to Indian currency.** Loading factors for deviations to BHEL commercial terms & conditions will be considered.

## **12. FIRM PRICE:**

Rates quoted should be firm from the date of P.O., till the completion of supply and no enhancement in the rates or changes in the techno-commercial terms will be allowed after acceptance of the quotation and placing of order.

The prices shall remain FIRM till commissioning, carrying out Site Acceptance Test (SAT) & handing over of the complete system for the supply portion. For TS & M and AMC, the prices shall remain firm for the period of TS & M and AMC indicated in this tender document.

## **13. INDIAN AGENTS OF FOREIGN SUPPLIERS**

- BHEL SHALL DEAL DIRECTLY WITH FOREIGN VENDORS, WHEREVER REQUIRED, FOR PROCUREMENT OF GOODS. HOWEVER, IF THE FOREIGN PRINCIPAL DESIRES TO AVAIL OF THE SERVICES OF AN INDIAN AGENT, THEN THE FOREIGN PRINCIPAL SHOULD ENSURE COMPLIANCE TO REGULATORY GUIDELINES, WHICH REQUIRE MANDATORY SUBMISSION OF AN AGENCY AGREEMENT.
- IT SHALL BE INCUMBENT ON THE INDIAN AGENT AND THE FOREIGN PRINCIPAL TO ADHERE TO THE RELEVANT GUIDELINES OF GOVT.OF INDIA, ISSUED FROM TIME TO TIME.
- THE AGENCY AGREEMENT SHOULD SPECIFY THE PRECISE RELATIONSHIP BETWEEN THE FOREIGN OEM/FOREIGN PRINCIPAL AND THEIR INDIAN AGENT AND THEIR MUTUAL INTEREST IN THE BUSINESS, ALL SERVICES TO BE RENDERED BY AGENT/ASSOCIATE, WHETHER OF GENERAL NATURE OR IN RELATION TO THE PARTICULAR CONTRACT, MUST BE CLEARLY STATED BY THE FOREIGN SUPPLIER/ INDIAN AGENT. ANY PAYMENT, WHICH THE AGENT OR ASSOCIATE RECEIVES IN INDIA OR ABROAD FROM THE OEM, WHETHER AS COMMISSION OR AS A GENERAL RETAINER FEE SHOULD BE BROUGHT ON RECORD IN THE AGREEMENT AND BE MADE EXPLICIT IN ORDER TO ENSURE COMPLIANCE TO LAWS OF THE COUNTRY.
- ANY AGENCY COMMISSION TO BE PAID BY BHEL TO THE INDIAN AGENT SHALL BE IN INDIAN CURRENCY ONLY.
- TAX DEDUCTION AT SOURCE IS APPLICABLE TO THE AGENCY COMMISSION PAID TO THE INDIAN AGENT AS PER THE PREVAILING RULES.
- IN THE ABSENCE OF ANY AGENCY AGREEMENT, BHEL SHALL NOT DEAL WITH ANY INDIAN AGENT (AUTHORISED REPRESENTATIVES / ASSOCIATE / CONSULTANT OR WHATEVER NAME CALLED) AND SHALL DEAL DIRECTLY WITH THE FOREIGN PRINCIPAL ONLY FOR ALL CORRESPONDENCE AND BUSINESS PURPOSES.
- THE "GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS ENCLOSED AT ANNEXURE-A SHALL APPLY IN ALL SUCH CASES.
- THE SUPPLY AND EXECUTION OF THE PURCHASE ORDER (INCLUDING INDIGENOUS SUPPLIES/SERVICE) SHALL BE IN THE SCOPE OF THE OEM/FOREIGN PRINCIPAL. THE OEM /FOREIGN PRINCIPAL SHOULD SUBMIT THEIR OFFER INCLUSIVE OF ALL INDIGENOUS SUPPLIES/ SERVICES AND EVALUATION WILL BE BASED ON 'TOTAL COST TO BHEL'. IN CASE OEM/ FOREIGN PRINCIPAL RECOMMENDS PLACEMENT OF ORDER(S) TOWARDS INDIGENOUS PORTION OF SUPPLIES/ SERVICES ON INDIAN SUPPLIER(S)/ AGENT ON THEIR BEHALF, THE CREDENTIALS/ CAPACITY/ CAPABILITY OF THE INDIAN SUPPLIER(S)/ AGENT TO MAKE SUPPLIES/SERVICES SHALL BE CHECKED BY BHEL AS PER THE EXTANT GUIDELINES OF SUPPLIER EVALUATION, APPROVAL & REVIEW PROCEDURE (SEARP), BEFORE OPENING OF PRICE BIDS. IN THIS REGARD, DETAILS MAY BE CHECKED

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AS PER ANNEXURE-B. IT WILL BE THE RESPONSIBILITY OF THE OEM / FOREIGN PRINCIPAL TO GET ACQUAINTED WITH THE EVALUATION REQUIREMENTS OF INDIAN SUPPLIER/ AGENT AS PER SEARP AVAILABLE ON [WWW.BHEL.COM](http://WWW.BHEL.COM).

THE RESPONSIBILITY FOR SUCCESSFUL EXECUTION OF THE CONTRACT (INCLUDING INDIGENOUS SUPPLIES/ SERVICES) LIES WITH OEM/ FOREIGN PRINCIPAL. ALL BANK GUARANTEES TO THIS EFFECT SHALL BE IN THE SCOPE OF THE OEM/ FOREIGN PRINCIPAL.

#### **14. TERMS OF PAYMENT:**

##### **FOR FOREIGN PURCHASE:**

The standard mode of payment of BHEL is through Letter of Credit. For LC payment bank charges within India will be borne by BHEL and outside India will be to vendor's account.

##### **The payment terms are as follows:**

- (i) For Supply portion : 80% against complete dispatch documents i.e. AWB / BOL, Invoice, Packing list, Warranty certificate, Nil shortage certificate, Certificate of country of origin etc., against LC with a usance period of 60 days.
- (ii) 10% after completion of commissioning and Site Acceptance Test
- (iii) Balance 10 % on submission of Performance Bank Guarantee (PBG) (where both commissioning & PBG are applicable).

Note: If PBG could not be submitted, vendors can also accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable). In such cases loading for PBG is not applicable.

- (i) If advance amount is sought, within 30 Days of receipt of acceptable CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, i.e. 24% of the Supply value of PO (30% of 80%).

Not earlier than 30 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24 % to 80% of the Supply value of PO.

The above L/C can be negotiated after the Shipment against submission of B/L or AWB and such other documents as mentioned in the PO. The above L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.

- (ii) For Installation & Commissioning : 15 days prior to the scheduled & confirmed arrival of the technicians of supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO plus 100% of the E&C value of PO. The validity of L/C would be sufficient to cover the period required for the completion of E&C & SAT plus 21 days as negotiation period.

This L/C can be negotiated after: (a) Completion of E&C of the equipment in BHEL and against E&C certificate issued by BHEL and (b) Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 30 days beyond the warranty period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO Value. The PBG confirmation charges shall be borne by vendor.

**(b) FOR INDIGENOUS PURCHASE:**

- (i) 90% basic payment + 100% taxes & duties shall be within 45 days & balance 10 % after completion of commissioning or on submission of Performance Bank Guarantee (PBG).
- (ii) 80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.

Note: If PBG could not be submitted, vendors can also accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable). In such cases loading for PBG is not applicable.

If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment.

**15. PENALTY:** Failure to supply/completion of E&C within the delivery time as per purchase order will make the vendor liable to an unconditional **penalty of 1.0 % (ONE percent) per week, subject to a maximum of 10% of contract value.**

If pre-shipment inspection is involved, date of issue of pre-shipment call by the vendor along with test certificates / test reports / certificate of conformance / calibration reports as proof of completion will be treated as date of dispatch for the purpose of penalty calculation. In the absence of reports stated above, actual date of inspection will be considered as date of dispatch for penalty calculation.

Date of receipt / Date of dispatch / Date of LR / Date of Airway bill / Date of pre-shipment inspection call with relevant documents as stated above, whichever is applicable as mentioned in PO shall be considered for determination of actual delivery date for the purpose of penalty calculation. BHEL is not liable for delayed OA for opening LC or corrections/amendment to LC asked after opening of LC.

**16. PBG (Performance Bank Guarantee):** The vendor shall submit a PBG worth **10%** of basic equipment value in the form and substance acceptable to BHEL from any of the Banks indicated in **ANNEXURE-G**. Such PBG shall be as per the format provided at **ANNEXURE - E / ANNEXURE - F** and drawn on a non-judicial stamp paper of value Rs.100/-.

PBG shall be valid for 30 days beyond the warranty period of 24 months from the date of SAT or 30 months from the date of dispatch whichever is earlier. The PBG shall also have 6 months claim period from the date of expiry of such validity of bank guarantee

The Bank Guarantee shall be submitted directly to the concerned Purchase Executive by the issuing Bank with their forwarding letter. BHEL shall be at liberty to verify independently with the bank to establish the authenticity of the BG and its executing authority.

**17. WARRANTY:** Goods dispatched shall have warranty period of 30 months from the date of dispatch or 24 months from the date of SAT whichever is earlier or as mentioned in the NIT.

**18. TERMS OF DELIVERY: ( 5 WEEKS)**

**(a) FOR IMPORTED PURCHASE:**

Price offered shall be for goods packed and delivered CIF (Chennai port) including packing, forwarding, Handling, Ancillary charges like processing of Letter of credit (L/C), negotiation of bank documents, Export declaration, Certificate of origin etc.

Packing shall be Road / Rail / Air / Sea worthy, best suitable for transshipment and to take care of transit damages. If containerized, no. of containers & size of container shall be mentioned. Packing weight (gross & net) Packing dimensions shall be given prior to shipment to ascertain whether the consignment can be carried on standard cargo in contract or as ODC.

Wooden packing material for all the foreign consignments should be treated as per ISPM-15 & Fumigation / Phytosanitary certificate to be submitted to the freight forwarders/ BHEL along with the invoice, BL / AWB packing list etc.

The consignment shall be handed over to BHEL approved freight forwarder as mentioned in PO.

**(b) FOR INDIGENOUS PURCHASE:**

Equipment shall be delivered on Ex-EPD, BHEL, and Bangalore basis, inclusive of freight, packing, insurance & forwarding charges.

Packing shall be Road / Rail / Air / Sea worthy, best suitable for transshipment and to take care of transit damages.

Smaller consignments can be dispatched through Courier services/ RPP with the prior approval of the purchasing Executive.

**19. DELIVERY REQUIREMENT:** The bidders should quote their earliest schedule for Supply and E&C against the schedule indicated in the NIT. BHEL, however, reserves the right to accept an offer not meeting the NIT schedule.

In the quotation, earliest firm delivery (number of days or weeks) by which material will be dispatched from the date of Purchase order must be indicated. It is recommended to avoid Quotations with delivery term such as 'ex-stock', 'subject to prior sale', or 'delivery at the earliest'. Date of BHEL PO is the reference for all purposes.

BHEL requirement for delivery is 5 weeks from the date of clear purchase order and confirmation of acknowledgement from the vendor for the same. IF DRAWING APPROVAL IS THERE THEN DRAWING HAS TO BE SUBMITTED WITHIN 02 WEEK FROM THE DATE OF PO. Quotations with delivery period exceeding 5 weeks will attract loading as indicated in the loading criterion for delivery beyond the stipulated period. In case of any advance payment is involved for any of the vendor in line with NIT terms and conditions then the delivery date is reckoned from the date of advance payment.

**20. VALIDITY:** Quotation should remain valid for a period of **90 days** from the date of technical bid opening. Offer with Non-conformance is liable for rejection.

**21. POST-ORDER REQUISITES:**

(a) Vendor shall give an Order Acknowledgement indicating the delivery date within one week of receipt of PO.

(b) Pre-shipment inspection at vendor's works, if required, will be carried out by BHEL.

Required assistance will have to be provided by the vendor at the time of pre-shipment inspection.

(c) Test certificates, Calibration certificates and warranty certificates as stipulated at the time of inspection and delivery shall be furnished.

(d) Items shall be dispatched by Air/Road/Rail/Sea worthy packing. Any damage and later rejection, due to poor / improper packing shall be to vendor's account.

(e) Any damage/rejection should be made good or replaced immediately without any extra cost to BHEL such as freight, duties, taxes etc. The liability is restricted to the value of the order.

(f) Wherever commissioning is involved, it shall be carried out by the vendor's qualified engineers. Scope of work includes installation, commissioning and start-up trials till satisfactory performance level is reached as certified by BHEL.

(g) BHEL will not be responsible for any loss, damage or injuries to vendor's personnel sustained during installation / commissioning / start-up trials. Vendor shall ensure compliance with all statutory