

Bharat Heavy Electricals Limited
Transmission Business Group
Material Management

Special
Commercial terms & condition for supply

TBG/BHEL/GIS/09
TRANSMISSION BUSINESS GROUP
BHARAT HEAVY ELECTRICALS LTD

TERMS AND CONDITIONS FOR TENDER ENQUIRY

This format is to be submitted in original duly signed by vendor. Deviation, if any, is to be brought out clearly in Schedule of deviation giving clause wise deviation. Any condition / clarification / deviation mentioned elsewhere may not be accepted.

S.N	BHEL's Commercial terms & conditions
1.	<p>A. Sealed bids are invited for the items mentioned in the enquiry conforming to specifications. Bids should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested and otherwise offer may be liable for rejection.</p> <p>B. Bidder to ensure that quotation is received / dropped in the tender box on or before 14.00 Hrs as per Indian standard time (IST) of the due date of opening in</p> <p style="text-align: center;">Material Management Division, Transmission Business Group, Tower-A, 5th Floor, Advant Navis IT Business Park Plot-7, Sector-142, Expressway Noida, Noida-201305, UP, India</p> <p>C. The tenders will be opened on due date at 14.30 Hrs as per IST in the presence of participating bidders, who may like to be present. Tenders received late are liable for rejection. Bidders should ensure that Bids are submitted in time.</p> <p>D. Bids are to be submitted in Two parts:</p> <p><u>Part-I: Qualification Criteria/Technical / Commercial Bid (in two copies)</u></p> <p style="text-align: center;">Envelopes super scribed with Technical / Commercial Bid to contain information regarding, among others:</p> <ol style="list-style-type: none">1. Specification.2. Deviations (if any) in deviation sheet of BHEL's Format.3. All commercial terms, Un-priced copy of Price Bid with units for measurement.4. Delivery terms & period required for supply from order, Filled in activity Schedule format5. Evidence for Qualification criteria.6. Credentials in separate envelope/file. <p><u>Part-II: Price Bid</u></p> <p style="text-align: center;">Envelopes super scribed as "Price Bid" should contain priced copy of Price Bid. The price should be mentioned both in figures and words. Price bid containing any additional information is liable for rejection. In case of any difference between figures and words, the quoted rate in words will prevail over figure.</p> <p>Both Part I and Part II bids are to be kept in separate envelopes and both envelopes to be kept in another common envelope. Each envelope should be sealed and super scribed with enquiry no., item / package name, project name and due date of opening.</p>

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	<p>Note:</p> <ul style="list-style-type: none"> i. Representative deputed to witness tender opening must produce an authority letter from the signatory of offer at the time of tender opening. ii. Authorized signatory should authenticate tender documents. <p>E. For any Technical clarification, please contact Mr. H Kanaskar, Dy. Manager-TBEM BHEL, Transmission Business Group, Tower-A, 5th Floor, Advant Navis IT Business Park Plot-7, Sector-142, Expressway Noida, Noida-201305, UP, India Phone : +91 (0) 0120- 6748532, Fax: +91 (0) 0120 – 6748580. e-mail : kanaskar@bhel.in</p> <p>For any commercial clarification please contact person issuing enquiry. Mr. Rajeev Kumar Roy, Sr. Engineer-TBMM BHEL, Transmission Business Group, Tower-A, 5th Floor, Advant Navis IT Business Park Plot-7, Sector-142, Expressway Noida, Noida-201305, UP, India Phone : +91 (0) 0120- 6748484, Fax: +91 (0) 0120 – 6748581. e-mail :rajeevroy@bhel.in</p> <p>F. Unsolicited Supplementary/ Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by any Bidder, at any stage after submission, may entail action.</p> <p>G. If scope also includes site activities (i.e. Supervision, Erection, Installation, Testing and Commissioning of the equipment / material), separate contracts may be awarded for Supply portion and Site execution portion. For Supply portion General Terms and Conditions mentioned here shall be applicable. For Site execution portion, Terms and conditions for Installation services shall be applicable. However, any breach in either of the contract shall be deemed as the breach of other contract also.</p>
2.	<p>PRICES:</p> <p>A. All prices to be FIRM till complete execution of order (i.e.commissioning of N2 Injection system at BHEL site).</p>
	<p>B. The break up of prices shall be as mentioned in the schedule of price format with due consideration to instructions below as applicable:</p> <ul style="list-style-type: none"> I. Supply (Indigenous bidder): <ul style="list-style-type: none"> a. Ex-Works (including packing & forwarding charges). b. Taxes & duties: Extra as applicable to be mentioned in un-priced bid also. Present rates to be mentioned in price bid Format (Refer clause no: 3). c. Freight & Insurance: Must be quoted from works to project site/store. Insurance from works to site including 30 days storage at site shall also be in scope of bidder. II. Supply (Foreign Bidder): <ul style="list-style-type: none"> a. FOB (Port of loading) including sea worthy packing & forwarding charges. b. Marine Freight. From load port to discharge port. c. Insurance.do..... d. Custom duty. e. Custom clearance & handling charges. f. Freight & Insurance from discharge port to site. Bidder to indicate port of discharge in their offer.

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	<p>Imporatnt instruction to bidder for "Supplies":</p> <ol style="list-style-type: none"> a. Order shall be awarded on FOB basis (In case of foreign bidder) / Ex Works (In case of Indigenous bidder). b. Bidder should indicate taxes & duties strictly in BHEL's un-priced format. Use of any other format is not acceptable to BHEL & offer shall be liable for rejection. c. (a) In case of foreign bidder, Marine freight & insurance, Customs Clearance charges as well Custom Duty, Inland freight and insurance charges, all other associated Charges, Taxes & duties involved till delivery of goods at BHEL site, shall also be in scope of bidder. (b) In case of Indigenous Bidder, Inland freight and insurance charges, all other associated Charges, taxes & duties involved till delivery of goods at BHEL site, shall also be in scope of bidder. d. Transit Insurance policy shall be in Bidder's scope and that should also have a provision of 30 days extended cover at site/ store. e. Offers that not submitted in perscribed BHEL Format are liable for rejection. f. Bidder to fill estimated package detailed in BHEL format only as per ANNEXURE-A. g. Bidder may use multi modal transportation for safe delivery up to BHEL site /store. <p>III. Erection, Testing & Commissioning: The same is to be quoted in BHEL precribed format of price bid.</p>
3.	<p>Taxes & Duties :The project is a Non-Mega, domestic and taxes and duties as applicable are as under:</p> <ol style="list-style-type: none"> A. Excise Duty (Applicable in case Indigenous Bidder only): Exempted against EDEC. Excise duty exemption certificate shall be provided by BHEL. B. Customs Duty (Applicable in case of Foreign Bidders Only): Applicable as per the current prevailing rate. Not exempted. C. Central Sales tax against C form (Applicable in case Indigenous Bidder only): Applicable as per the current prevailing rate. D. Entry Tax (Applicable for all bidders): Applicable, if any, at destination / destination state shall be reimbursed on proof of such payment. E. Octroi Charges (Applicable in case all Bidders): Applicable, if any, at destination / destination state shall be reimbursed on proof of such payment. F. Service Tax (Applicable in case all Bidders): Applicable towards supervision of Erection, Testing & commissioning & Training (if any) and type test charges as per the current prevailing rate in India. <p>Note:</p> <ol style="list-style-type: none"> 1. ADB Funded project. Excise duty is exempted against EDEC.
4.	<p>TERMS OF PAYMENT:</p> <p>A. Supply:</p> <ol style="list-style-type: none"> i. 90% of Ex-works/ FOB value payment along with 100% taxes & duties, custom duty, custom clearance & handling charges (if applicable), freight & insurance (if applicable) within 60 days from date of receipt of invoice. Documents (original + 2 copies) required for payment. <ul style="list-style-type: none"> - Invoice. - Receipted LR from BHEL authorised person (Applicable for indigenous Bidder as well as foreign Bidder). - Delivery Challan (If applicable) or Packing list (case wise).

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	<ul style="list-style-type: none"> - Copy of Bill of entry & payment challan for custom duty (Applicable for foreign bidder). - Certificate of Origin (Applicable for foreign bidder) - Transit insurance certificate from under writers or copy of intimation of Transit Insurance duly endorsed by under writers (if applicable). - MICC (Material inspection clearance certificate) given by BHEL. - Guarantee Certificate. - Performance Bank Guarantee copy. <p>II. 10% of Ex-works/ FOB value payment of supply portion against successful completion of complete system at BHEL site within 60 days from date of receipt of invoice. Documents (original + 2 copies) required for payment.</p> <ul style="list-style-type: none"> - Invoice. - Completion certificate for ETC certified by BHEL site. - Final documentation certificate issued by BHEL Engg. <p>Mode of Payment: All above payment shall be made through 'Letter of Credit' or 'Bank transfer' through electronic transfer. In case of LC, all bank charges (in both countries) are on beneficiary account. Period of presentation is 7 to 10 working days from the date of shipment / invoice, whichever is later.</p> <p>Note: Invoices are to be made with clear nomenclature/ item description of equipment so that there is no difficulty in custom clearance.</p>
5.	<p>INTEREST LIABILITY: BHEL shall not pay any interest in case of delay in payment due to any reason</p>
6.	<p>Guarantee: The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, which ever is earlier. The defective material / component shall be replaced free of cost at site.</p>
7.	<p>PERFORMANCE BANK GUARANTEE : Bidder shall furnish along with first invoice Performance BG / deposit as per one of following options.</p> <p>Option A BG for 10% of the total Ex-works PO value, valid for 24 months from the date of first delivery. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.</p> <p>Option B Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 24 months from the date of first delivery.</p> <p>Note : For Shield wire, Earthing material, Cable gland, Cable Trench material, GI/PVC pipe, Hardwares, Al tube, MS Rod, Lable & phase colour disc, HG Fuse, Ferrule, Lug, Marker, Stationary, Office eqpt. and any petty / sundry purchase no Performance bank guarantee is required.</p> <p>The Bank guarantee shall be from State Bank of India / State bank of Hyderabad / State Bank of Travancore / State Bank of Mysore / Canara Bank / Bank of Baroda / Punjab National Bank / Deutsche Bank / HDFC Bank / Standard Chartered Bank / CITI Bank / ICICI Bank / IDBI Bank / HSBC / any other Nationalised Bank. The original BG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida.</p>

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8.	FINAL ENGINEERING DOCUMENTATION: Final documentation as called for in the specification shall be submitted within 6 months from the date of dispatch of material at site against this contract.
9.	INSPECTION : BHEL/ customer/ third party shall inspect equipment/ material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Despatch Clearance from BHEL. Vendor shall send inspection call on prescribed format only, with an advance notice of minimum 15 days.
10.	DESPATCH INTIMATION: Information pertaining to dispatch shall be intimated to purchaser/ underwriter and following documents should be submitted along with Invoice. <ul style="list-style-type: none"> - Copy of Bill of lading / Airway bill / LR. - Copy of packing list. - Copy of insurance certificate. - Copy of Guarantee certificate.
11.	DELIVERY PERIOD: Bidder to specify delivery period in weeks from the date of LOI / PO in the Activity schedule format Annexure-B . Note: LR / BL/ Airway bill date or Invoice date whichever is later shall be considered as delivery date. Time for conduction of type test, if required, is to be separately indicated.
12.	DELAYED DELIVERY: In case of delay in execution of order beyond the lot wise contractual delivery. LD shall be levied as follows: <ol style="list-style-type: none"> a) LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value. b) In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value.
13.	VALIDITY : The offer shall be valid for 120 days from the due date of bid opening.
14.	ACCEPTANCE / REJECTION OF TENDER : BHEL reserves the right to reject or accept in full or part, any or all tender without assigning any reason thereof. BHEL also reserves the right to vary the quantities mentioned in the tender.
15.	EVALUATION : Comparative statement shall be prepared based on overall quantity unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL at site (i.e. FOR destination at site/ store).
16.	DEVIATION : Deviation, if any, must be mentioned in deviation sheet only (Annexure-C). Any deviation mentioned elsewhere will not be considered. The bids having deviation(s) with respect to tender requirements are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to Bidder.
17.	ARBITRATION: All cases of disputes emanating from and relating to this contract shall be referred to the sole arbitrator appointed by Unit Head / GM, BHEL. The arbitrator may be an employee of BHEL whether serving or retired or any other person nominated by Unit Head/GM BHEL. The arbitration shall be in accordance with 'The Arbitration and Conciliation Act 1996' and the rules thereunder as amended from time to time. The arbitrator shall give a reasoned award. The decision of the arbitrator shall be final & binding upon both the parties.

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	The venue of arbitration shall be Delhi.
18.	<p>LEGAL SETTLEMENT: All disputes shall be subject to jurisdiction of court situated in Delhi/New Delhi only.</p> <p>Notwithstanding contained herein anything in this NIT, the original exclusive jurisdiction shall remain of the court at Delhi / New Delhi.</p>
19.	<p>SUBCONTRACTING :</p> <p>In case further subcontracting of BHEL order or part thereof is envisaged by contractor, the same can be done only after written permission is obtained from BHEL. However it shall not absolve the contractor of his responsibility of fulfilling BHEL purchase order requirements.</p>
20.	<p>RISK PURCHASE:</p> <p>In the event of failure to supply or comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system or part thereof from any other agency at the risk and cost of the contractor.</p>
21.	<p>ADJUSTMENT OF RECOVERY:</p> <p>Any amount payable to contractor under this contract shall be liable to be adjusted against any amount payable to the contractor under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.</p>
22.	<p>FORCE MAJEURE CONDITION:</p> <p>Force Majeure will mean: Circumstances beyond the control of contracting parties such as but not limited to act of God, natural catastrophes, fire, war, embargo, industrial dispute, riot, civil commotion, restrictions etc. Vendors willing to plead force majeure shall inform its effect on fulfilment of contract and shall not be held responsible for non performance in such circumstances.</p>
23.	<p>REVERSE AUCTIONING:</p> <p>BHEL reserves the right to exercise option of "REVERSE AUCTION (E competitive bidding to get best price)" if so decided by BHEL.</p>
24.	<p>CONVERSION TO SINGLE CURRENCY:</p> <p>Prices expressed in currency other than Indian Rupee will be converted to Indian Rupee at the exchange rate (TT selling rate of State Bank of India) on the due date of submission of offer for the purpose of evaluation.</p>
25.	<p>DEMURRAGE/WHARFAGE:</p> <p>For the reasons of delay in receipt of documents from vendors or due to the same being found to be incomplete, and/or faulty, the vendors shall be responsible to reimburse all demurrages / wharfage, if any, paid by BHEL (for stated reasons).</p>
26.	<p>LOADING CRITERIA:</p> <p>TERMS OF PAYMENT:</p> <p>If a bidder asks for payment within specified no. of days from the date of receipt of invoice with complete documents as per "Terms of Payment" at Clause. No:4 of Terms & Conditions for Indigenous Tender Enquiry, loading to be done as follows:</p> <ol style="list-style-type: none"> a) Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6 % shall be considered for loading for the period of relaxation sought by the bidder. Loading shall be done on total cost to BHEL. b) 60 days - No loading.
27.	<p>MSME BIDDER:</p> <p>"MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EMI certificate along with CA certificate (Format enclosed as per Annexure – 1) applicable for the year, certifying quantum of investment in plant and machinery within the permissible</p>

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	<p>limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents”.</p> <p>Any new supplier will be eligible for registration with BHEL as MSE supplier provided any of the following documents are submitted along with application for registration.</p> <ul style="list-style-type: none">• Valid NSIC Certificate or• Entrepreneurs Memorandum part II (EM II) certificate (with deemed validity of 2 years) or• EM II certificate with CA certificate (as per prescribed format at annexure 1) applicable for the year, certifying that investment in Plant & machinery of the supplier is within the permissible limits as per the MSME Act for relevant status (Micro or Small), where the deemed validity of EM II is over.• However credentials of all MSE suppliers will be reviewed for giving the intended benefits for MSE Suppliers as per clause (ii) at the time of tender evaluation.

Note: BHEL reserves the right to cancel this enquiry at any point of time. Bids of only customer approved vendors will be processed.

ACTIVITY SCHEDULE

(To be filled – up by the supplier)

NOTE: This format is to be submitted in original only, duly filled in. Reproduction of this format on bidder's letter head or on other paper is not acceptable.

SL. NO.	ACTIVITY		ACTIVITY TIME IN WEEKS	CUMULATIVE TIME IN WEEKS FROM LOI/PO DATE	REMARKS IF ANY
1.	Receipt of P.O				
2.	Submission of P.O Acceptance	Maximum 1 weeks (7 days)			
3.	Submission of documents necessary for getting manufacturing clearance like Drawings, date sheet etc.				
4.	Review and Approval of documents and issue of manufacturing clearance	"BY BHEL/CUSTOMER"- 2 weeks			
5.	Manufacturing Time				
6.	Inspection and Issue of MICC	"BY BHEL/CUSTOMER"- 2 weeks			
7.	Issue of dispatch documents as applicable.	"BY BHEL/CUSTOMER"- 2 weeks			
8.	Dispatch				
9.	Transit time upto Site/Port of loading /Port of discharge.				

Note:

- For item at Sl. No. 4) Vendor to reply to all queries within 3 days.
- For Sl. No. 5) Inspection call for entire lot to be issued 2 weeks in advance. Date given in call for inspection should be within the period indicated in "5" for completion of activity at Sl. No. 6.
- Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.
- Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
- Qty to be offered for inspection should be in accordance within Delivery-schedule – lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery – lot and delay on this account shall be the responsibility of Supplier.

Signature & Seal of

Supplier

Date:

**SCHEDULE OF COMMERCIAL DEVIATION**

The following are the deviations/ variations exception from the General Terms and Conditions:

SL. NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITION	STATEMENT OF DEVIATION

- In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.
- If there is NIL deviation, even then the format to be filled as **NIL DEVIATION**.

Note: Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this scheduled.

Place: -

Date: -

Signature of the authorized representative of

Bidder's name:.....

Designation.....

Company Seal:.....



SCHEDULE OF TECHNICAL DEVIATION

The following are the deviations/ variations exception from the Specification:

SECTION	CLAUSE NO. / PAGE NO.	STATEMENT OF DEVIATION/ VARIATIONS/EXCEPTIONS

- In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.
- If there is NIL deviation, even then the format to be filled as **NIL DEVIATION**.

Note: Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this scheduled.

Signature of the authorized representative of

Place: -

Date: -

Bidder's Name:.....

Designation:.....

Company Seal:.....

**BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)**

TERMS & CONDITIONS FOR INSTALLATION SERVICES

NOTE: This format is to be submitted in original only, duly filled in. Reproduction of this format on bidder's letter head or on other paper is not acceptable.

SN.	BHEL's Terms & Conditions
1.0	<p><u>SCOPE OF WORK:</u> The scope of work of the successful tenderer shall comprise but not limited to the following:</p> <p>1.1 Receipt of equipment / material at site, unloading, handling, transportation to storage area.</p> <p>1.2 Inspection/ verification of equipment/ materials received for any shortage/ damage after opening the packing cases and intimating the same to BHEL/ Owner and underwriters within the time period specified by BHEL and to strictly follow the procedures specified. Storage of equipment indoor / open stores in line with the instruction of the BHEL.</p> <p>1.3 Conservation/ maintenance/ upkeep of the equipment in the store.</p> <p>1.4 Temporary lighting in stores and construction area wherever required for their work.</p> <p>1.5 Safety/ Security of equipments/ materials.</p> <p>1.6 Transportation of equipment/ materials from stores to erection site, erection of equipment/ materials in line with the drawings/ instructions to be furnished by BHEL, testing and commissioning and handing over.</p> <p>1.7 Maintenance of associated equipment till handing over, any other activity necessary for completion of the job but not specifically mentioned in this specification.</p> <p>1.8 Unloading/ Transportation/ Storing/ Up keeping and handing over of spare items/ equipment.</p>
2.0	<p><u>TESTING AND COMMISSIONING :</u></p> <p>2.1 All the electrical / mechanical test of the materials and equipment shall be arranged by the contractor as per standard specification / Field Quality Plan / Erection Manual / Directive of the Site Engineer/ and Owner. The contractor shall fill the check list for storage, erection, testing and commissioning of all their equipment as per BHEL systems to ensure proper quality of work.</p> <p>2.2 All the testing equipment required to carry out the site test for all their equipment or the erected equipment shall be arranged by the contractor at his own cost. However, necessary instructions and guidelines will be given by BHEL/Owner.</p> <p>2.3 The contractor shall be completely responsible for the satisfactory erection and providing test equipment and skilled manpower for testing, commissioning of all equipment.</p> <p>2.4 Before charging, the system shall have to be approved by Statutory Govt. Authorities like Electrical Inspector, other concerned agency and the contractor has to arrange approval for the same.</p>

SN	BHEL's Terms & Conditions
3.0	<u>CONSUMABLES:</u>
3.1	The contractor shall provide adequate inventory of necessary consumables at Site prior to erection so that timely completion of the works under the contract is not held up due to non availability of spares/ consumables.
4.0	<u>COMMENCEMENT OF WORK:</u>
	Project start / zero date for this work shall be issue date of letter of intent or as specified in P.O.
5.0	<u>COMPLETION SCHEDULE:</u>
5.1	The entire work under this tender is required to be completed as specified in NIT / Enquiry.
6.0	<u>OVER RUN CHARGES:</u>
6.1	No over run charges are payable.
7.0	<u>IDLE LABOUR CHARGES:</u>
7.1	No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
8.0	<u>SECURITY-CUM-PERFORMANCE GUARANTEE:</u>
8.1	The contractor shall furnish security-cum-performance BG for 10% of total contract value within two weeks of placement of work order valid till guarantee period on a non-judicial stamp paper of appropriate value from a nationalised bank or any scheduled bank as per RBI guidelines (excluding cooperative bank) in the prescribed format . The BG should be sent directly by your banker to FINANCE DEPARTMENT.
9.0	<u>INSURANCE:</u>
9.1	The Contractor shall take insurance cover(s) to cover his Tools and Plant assets, workman compensation and third party liability. The contractor shall make available the original insurance cover(s) to the Engineer for necessary verification before commencement of work.
10.0	<u>QUANTITY VARIATION:</u>
10.1	In case of item rate contract, the contract value is subject to variation based on the actual quantity executed within $\pm 30\%$. Quantities of individual items may vary to any extent or may get deleted. No compensation is payable due to variation in quantity. If the work is to be executed on "Lumpsum" basis for the Package, no variation of contract value shall be admissible to the contractor within the scope of contract, as long as the inputs remain unchanged. In case of change in scope after award of the contract, the additions/ deletions to the scope shall be settled at mutually agreed rates.
11.0	<u>GUARANTEE:</u>
11.1	Though the work will be carried out under the supervision of BHEL Engineers, the contractor shall be responsible for the quality of the workmanship and shall guarantee the work done for a period of 15 months from the date of putting the complete system into commercial operation or 18 months from the date the system is declared completely erected, duly tested and accepted by customer, whichever is later and shall rectify free of cost all defects due to faulty erection detected during the guarantee period starting from the date of the completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost without prejudice to any other rights under the contract and recover the same from security deposit/ other dues of this project or any other project executed by the contractor.

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12.0	<p><u>TERMS OF PAYMENT:</u></p> <p>The terms of payment shall be as under unless specified elsewhere.</p>
12.1	No mobilisation advance is payable
12.2	70% of the contract price on the monthly progressive bills on pro-rata basis for the unloading, storage and erection work completed as certified by BHEL, Engineer.
12.3	20% after testing of equipments on pro-rata basis & completion of satisfactory commissioning.
12.4	10% of the contract price after acceptance test, retest if any, PG Test and handing over.
12.5	The payment due to the contractor shall be released after deducting income tax wherever deductible at source as per Indian. Income tax act and BHEL will issue appropriate certificate to the contractor after tax deduction.
12.6	All taxes including sales tax, works tax, service tax etc., if any shall be to the contractor's account. All charges on account of Octroi, Terminal tax and / or other duties on materials obtained for the work shall be borne by the contractor.
13.0	<u>ESCALATION / PRICE VARIATION:</u>
13.1	Prices shall be firm for total contract period and extended period, if any, and no price escalation / price variation will be applicable.
14.0	<u>COMPENSATION FOR DELAY IN EXECUTION:</u>
14.1	In case the contractor fails to complete the work within the time specified or any extension thereof subject to force major condition, the contractor shall be liable to pay by way of compensation, a sum equal to half percent (½%) of the contract price, per calendar week or part thereof by which the commissioning is delayed, subject to a ceiling of 10% of the contract price.
15.0	<u>FACILITIES TO BE PROVIDED AT SITE BY THE CONTRACTOR:</u>
15.1	Watch and ward for the stores and safe custody of the equipment in the scope of Contractor shall be their responsibility.
15.2	It is the responsibility of the contractor to dismantle and take away all the materials of his office accommodation as soon as the work is handed over to BHEL/Owner and clean the area of debris.
16.0	<u>ADDITIONAL EXPENDITURE:</u>
16.1	In case any additional expenditure is incurred in the works arising out of the faulty execution of the works by the contractor, such additional expenditure shall be borne by the contractor.
17.0	<u>REGULATION OF LOCAL AUTHORITIES AND STATUS :</u>
17.1	The contractor shall comply with all state and central laws, statutory rules, regulations etc., such as : The payment of wages to, the minimum wages Act. The workmen compensation Act., The employees liability Act., The industrial dispute Act., the employees provident fund Act., Employees state insurance scheme, The contract labour (regulation & abolition) Act 1970 and other Acts, Rules and regulations for labour as may be enacted by the Government during the tenure of the contract and having in force or jurisdiction at site. The contractor shall given to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

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17.2	The contractor, as required, will obtain independent license under the contract labour (Regulations and Abolition) Act. 1970 from the concerned authorities based on the certificate (Form-V) issued by the principal Employer/ Customer.
17.3	The contractor shall pay all taxes, fees, license charges deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case BHEL is forced to make any of such payments, BHEL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.
18.0	<u>DISCIPLINE OF WORKMEN:</u>
18.1	The contractor shall adhere to the disciplinary procedure set by the owner in respect of his employees and workman at site.
19.0	<u>ELECTRICITY & WATER:</u>
19.1	Electricity for construction work shall be provided at one point on free of cost basis. The contractor shall have to make their own arrangements for distribution to various locations for their works including proper switch/fuse units, distribution boards, cables poles etc. to ensure safety of men and equipment. If required the contractor shall employ diesel operative equipment in addition to electric operated ones to ensure timely completion of work.
19.2	Unless stated otherwise, the contractor shall make his own adequate arrangement for procuring clear water to be used in various works.
20.1	<u>FORCE MAJEURE:</u>
20.2	The following shall amount to force majeure conditions: Acts of God, Act of any Government, war, sabotage, riots, civil commotion, Police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes, over which the contractor has no control.
21.0	<u>ARBITRATION:</u>
21.1	In case of any dispute, a sole arbitrator will be appointed by BHEL and whose decision would be final and binding on both the parties. The place of arbitration shall be any Indian city as decided by BHEL.
22.	<u>VALIDITY OF OFFER:</u>
22.1	The offer shall be valid for 120 days from the date of opening.

It is understood that the bids having deviation (s) w.r.t tender are to be outrightly rejected. BHEL, however at their discretion, if consider the bid, have undisputable right to load the prices for price comparison as they deem fit.

Signature of Supplier
With seal

Enquiry No; 314E151 dated: 29.10.14

Project:

Vendor:

DETAILS OF PACKAGES

Sr. No.	Discriptions	
<u>1</u>	NO OF PACKAGES/CASES	
<u>2</u>	SIZE	
<u>3</u>	WEIGHT	

Note:

1. The above is required only to facilitate the store at site.
2. Bidder to submit standard storage instruction along with offer.

CHECKLIST**SCHEDULE OF INFORMATION TO BE FURNISHED WITH THE OFFER**

NOTE: This format is to be submitted in original only, duly filled in. Reproduction of this format on bidder's letter head or on other paper is not acceptable.

Put a tick mark on "YES" if the information is enclosed with the offer or put a tick mark on "NO" if the information is not enclosed or write "NOT APPLICABLE" if the information is not applicable.

1.	Technical offer with detailed schedule of equipment / material and spares enclosed.	YES / NO
2.	Guaranteed Technical Particulars as per Section – 4 enclosed.	YES / NO
3.	Schedule of deviation, if any, clause wise with respect to Technical Specification enclosed.	YES / NO
4.	Standard Manufacturing Quality Plan enclosed.	YES / NO
5.	GA Drawings with dimensions and weights & foundation / fixing details enclosed.	YES / NO
6.	Drawing and Data submission schedule enclosed.	YES / NO
7.	Type Test Reports enclosed.	YES / NO
8.	Bar Chart showing the schedule indicating time required for design, manufacture, test and inspection, transport, erection, site testing and commissioning enclosed.	YES / NO
9.	Makes of all components as per technical Specification enclosed.	YES / NO

The above checklist is verified for:-

Offer Ref. :
 Equipment :
 Submitted by : M/s
 Project Reference. :

Signed with Seal

Date

PROFORMA FOR SECURITY-CUM-PERFORMANCE GUARANTEE

1. This deed of Guarantee made this _____ day of _____ 200 ____ by _____ Bank Ltd., _____ in favour of **Bharat Heavy Electricals Limited, Transmission Business Group, Tower-A, 5th Floor, Advant Navis IT Business Park, Plot-7, Sector-142, Expressway Noida, Noida-201305** having their registered office at **BHEL House, Siri Fort, New Delhi - 110 049.**
2. Whereas **M/s** _____ (here in after called the **Contractor / Seller**) have entered into a Contract bearing No. _____ dated _____ (herein after called the **Contract**) for supply / erection of **M/s Bharat Heavy Electricals Limited** (hereinafter called the **Company**).
3. And whereas the said Contract Inter-alia provides that the Contractor / Seller shall pay to the company a sum of Rs. _____ only, towards **Security deposit-Cum-Performance Guarantee** in the for and manner therein specified.
4. And whereas the Seller/Contractor have approached _____ Bank Limited (hereinafter referred to as the **Guarantor**) and at their request and in consideration of the arrangement arrived at between the **Contractor** and the **Guarantor**, the Guarantor has agreed to give the Guarantee as herein after mentioned in favour of the Company.

NOW THIS DEED WITNESSES AS FOLLOWS :

5. The Guarantor by the hand of Mr. _____ and its lawfully and fully constituted attorney and do hereby guarantee the due and faithful performance of the said contract and do hereby irrevocably undertake and promise to pay the Company without any demur merely on demand made by them a sum not exceeding Rs. _____ only in case the Company sustains any loss or damage by reason of any breach, default, by the Contractor / Seller of any of the terms conditions, stipulations or undertakings or any one of them contained in the said contract and the tender documents attached hereto and for payment of any moneys payable by the Contractor/ Seller to the Company under the terms and conditions of the said contract. The decision of the company regarding the breach, default, loss, damage or payment shall be conclusive and binding in the guarantor irrespective of the fact whether the contractor/seller admits or denies such claims or questions its correctness in any court, tribunal or arbitration proceedings or before any other authority.

(Contd....2.)

6. The company shall have the fullest liberty without effecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time by the Seller/Contractor or to postpone for any time and from time to time any of the powers exercisable by its against the Seller/Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the contract or securities available to the Company and the guarantor shall not be released from it's liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reason of time being given to the seller or any other forbearance, act or omission on the part of the company or any indulgence by the company to the Seller/Contractor or of any other matter or thing whatsoever which under the law relating to sureties, would but for this provision have the effect of so releasing the Guarantor/contractor from its liability under this Guarantee.
7. This Guarantee shall remain in full force and effect and the Guarantor shall be liable under the same irrespective of any concession or time being granted by the company to the contractor in or for fulfilling the said contract and this Guarantee shall remain in full force irrespective of any change in terms, conditions, stipulations or any variations in the terms of contract irrespective of whether notice of such change and / or variation is given to the Guarantor or not and the claim to receive such notice of any change and or variation of the terms/or conditions of the contract is hereby specifically waived by the Guarantor.
8. The Guarantor here in contained shall not be determined prejudiced or effected by the liquidation or winding up or insolvency of or change in the constitution of the contractor but shall in all respects and for all purposes be binding and operative until all payments or all moneys due or that may hereafter become payable to the company are paid in respect of any liability or obligation of the contractor under the contract.
9. The Guarantor further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the commencement of the contract till end of the contract and its claim satisfied or discharged and till the company certified that the terms and conditions of the contract have been fully and properly carried out by the seller and accordingly discharges this Guarantee, subject, however, that the company shall have no claim under this guarantee after _____ months from the date of completion of the guarantee has been served on the guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor not with standing the fact that the same is enforced after expiry of said period.

The Guarantor undertake not to revoke this Guarantee during the period it is in force except with the precious consent of the company in writing and agree that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Seller or the guarantor shall not discharge the Guarantor's liability here under.

It shall not be necessary for the company to proceed against the seller before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them not with standing any security which the company may have obtained or obtained from the seller shall at the time when proceedings are taken against the Guarantor here under be outstanding or unrealised.

The Guarantor hereby declares that it has power to execute this Guarantee and the executant has full powers to do so on its behalf under the power of attorney dated _____granted to him by the proper authorities of the Guarantor.

- 10. Not withstanding anything here in before contained, our liability under this Guarantee is restricted to Rs. _____(Rs. _____only) and will expire on _____ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filed against us, within **three months** from the date, all our rights shall be forfeited and we shall be relieved and discharged from all our liabilities there under.

IN WITNESS whereof the _____(Bank) have hereunto set and subscribed their hands the day, month and year first above written.

**SIGNED FOR AND ON
BEHALF OF THE BANK**

WITNESSESS

Name and Address

Signature

1.

2.

3.