



DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

- 1 The **Purchaser** shall mean M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Projects Engineering Management Division (PEM)**, PPEI BUILDING, HRD & ESI COMPLEX, PLOT NO. 25, SECTOR – 16A, NOIDA – 201 301 (UP) which expression shall include its successors and assigns. It may also be referred to as **BHEL**.
- 2 The **Owner** shall mean the Customer or Client **for whose project**, the enquiry has been issued by the purchaser and shall include his successors and assigns as well as authorised officer(s)/representative(s), which may also be referred as **Customer** or **Owner/Customer**.
- 3 The **Consultant** shall mean the agency appointed by the Owner or Purchaser to provide consultancy services for the project and shall include his successors and assigns as well as authorised officer(s)/representative(s).
- 4 The **Tenderer** shall mean the Firm/Company/Organisation, which quotes against the Tender Enquiry issued by the purchaser. It may also be referred as **bidder** or **vendor**.
- 5 **Acceptance of offer** shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful tenderer.
- 6 The **Order/Contract** shall mean and include the general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, covering letters, schedule of prices and quantities, letter of intent/award of the Purchaser, “Integrity Pact (IP) (as and when applicable) “ any special conditions applicable to the particular Order/Contract and subsequent amendments mutually agreed upon. It may also be referred as **order** or **contract/order** or **purchase order** or **contract**.
- 7 The **Seller/Contractor** shall mean the firm/company/organisation with whom the Order/Contract is made and shall be deemed to include his successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred as **contractor, seller or supplier**.
- 8 The **Sub-contractor** shall mean the person/firm/company/organisation to whom any part of the work has been sub-contracted by the Seller/Contractor, with the



- written consent of the purchaser and shall include sub contractor's heirs, executors, administrators, representatives and assigns.
- 9 The **Engineer** shall mean officer of the purchaser as may be duly appointed and authorized in writing by the purchaser to act as the engineer on his behalf for the purpose of the Order/Contract.
 - 10 The **Specification** shall mean the specifications contained in the Tender Documents and any subsequent modifications thereof and the drawings, schedules etc. attached thereto, if any.
 - 11 The **Site** shall mean and include the land and place on, into or through which the power station and the related facilities are to be constructed and any adjacent land, path, street or reservoir which may be allocated or used by the owner or Seller/Contractor in the performance of the Order/Contract.
 - 12 **Tests on completion** shall mean such tests as are prescribed by the specifications and/or tests mutually agreed upon by the purchaser and the Seller/Contractor, to be performed by the Seller/Contractor after erection of the equipment to establish satisfactory operation as required by the specifications.
 - 13 **Commissioning** shall mean successful completion of **trial operations** and readiness of the contracted/ordered plant and materials for commercial use. This will include all consumables and inputs required for pre-commissioning.
 - 14 **Initial operation or Trial operation or Reliability run** shall mean continuous integrated operation of the contracted/ordered plant and materials under varying loads to furnish proof of satisfactory operation, for a specified period.
 - 15 **Temporary work** shall mean all temporary works of every kind required in or for the execution, completion or maintenance of the works.
 - 16 **Approved** means approved in writing including subsequent written confirmation of previous verbal approval and **approval** means approval in writing including as aforesaid.
 - 17 **Inspection Agency (IA)** shall mean any person(s), who may be duly authorized by the purchaser / owner to inspect the stores included in the Order/Contract, at the contractor's/sub-contractor's works. List of zone-wise inspection agencies is given in Annexure – V. Vendors to raise inspection call on BHEL – CQS web site
 - 18 **Month** shall mean calendar month and **week** shall mean 7 days.
 - 19 **Consignee** shall mean the official(s)/person(s) to whom the stores are required to be delivered in the manner indicated in the Order/Contract.



- 20 **Plant/Equipment/Stores** shall mean the goods, machinery, components, parts, spares, etc. required to be supplied by the Seller/Contractor as per Order/Contract.
- 21 **Contract Engineer (CE)** shall mean the official who has signed the Order/Contract on behalf of the Purchaser.
- 22 **Site Engineer** shall mean officer of the purchaser / owner as may be duly appointed and authorized in writing by the purchaser to act as the Site Engineer on his behalf for the purpose of receipt & verification of in-coming stores and issue of Material Receipt Certificate (MRC)/Stores Receipt Voucher (SRV) .
- 23 **Site Inspection Agency (Site IA)** shall mean any person(s), who may be duly authorized by the purchaser / owner to inspect the stores/works included in the Order/Contract, at the Project Site.

24 GENERAL

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

25 ABBREVIATIONS

CIF	Cost Insurance Freight
CQ	Corporate Quality
CVD	Countervailing Duty
E&C	Erection and Commissioning
LC	Letter of Credit
MDCC	Material Despatch Clearance Certificate
MRC	Material Receipt Certificate
MSMED	Micro Small and Medium Enterprises Development
NIT	Notice Inviting Tender
QS	Quality Surveillance.
SAD	Special Additional Duty
SCC	Special Conditions of Contract
SDPBG	Security Deposit cum Performance Bank Guarantee