



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

**Bharat Heavy Electricals Limited**  
(A Govt. of India Undertaking)  
**Power Sector – Northern Region,**  
Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar,  
NOIDA – 2 01301 (INDIA)  
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### **TENDER NOTICE**

BHEL Power Sector Northern Region invites bids for the following noted item required at  
BHEL Power Sector (NR), Sector-16A, Noida 201301(U.P) India.

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
<a href="#">BHEL/PSNR/SCP/OPR/ E-1781</a>	TEN NOS. HUCK POWERIG 940-220 WITH TOOLS & ACCESSORIES AS PER DETAILS FURNISHED IN TENDER ENQUIRY.	<a href="#">29.09.2009</a> <a href="#">3.30 PM (IST)</a>

#### **Notes:**

1. For complete details, please visit **BHEL web site** [www.bhel.com](http://www.bhel.com). All the tender related information will be placed on BHEL web site in future, and shall not be published in the newspapers. Bidders should keep themselves updated with all such information.
2. Purchase Preference will be given to CPSUs as per Guidelines of Govt. of India.

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### **NOTICE INVITING TENDER**

BHEL Power Sector Northern Region invites bids for the following noted item required at BHEL Power Sector (NR), Sector-16A, Noida 201301(U.P) India.

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
<b>BHEL/PSNR/SCP/OPR/ E-1781</b>	<b>TEN NOS. HUCK POWERIG 940-220 WITH TOOLS &amp; ACCESSORIES AS PER DETAILS FURNISHED IN RATE SCHEDULE ANNEXURE- I</b>	<b>29.09.2009</b> <b>3.30 PM (IST)</b>

#### **NOTES:**

1. The bidder shall either be Manufacturer of the equipment or their authorized dealer. **In case of an authorized dealer, bidder shall be required to submit authorization from the manufacturer along with the technical bid.**
2. **Initial pressure setting required for Huck Powerigs:**
  1. **Pull Pressure: 7400 PSI**
  2. **Return Pressure: 3200 PSI**
3. The Tender Documents comprise of following:
  - (1) Tender Notice
  - (2) Notice Inviting Tender
  - (3) Rate Schedule (Price Bid)
  - (4) Special Terms & Conditions.
  - (5) General Terms & Conditions.
  - (6) General Terms & Conditions of Reverse Auction
3. Tender Documents with complete details are placed on this web page. Bidder(s) intending to participate may download the tender document from the web site (**[www.bhel.com](http://www.bhel.com)**).
4. Tenders must be submitted to the undersigned latest by **29.09.2009** before opening of technical bids commences. Technical bids shall be opened at 15.30 Hrs. on 29.09.2009.
5. Place of delivery of the stores shall be BHEL Power Sector Northern region, HRD & PSNR Complex, Plot No. 25, Sector 16A, Noida 201301(U.P.) India.
6. All corrigenda, addenda, amendments and clarifications to this Tender will be placed on this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

7. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever (BHEL reserve the right to reject any offer in case of any deviation from tender specifications).
8. **BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation. As such, the bidders should submit their best prices in the 'Sealed Price Bid'. However, bidders are required to confirm their acceptance of "General terms and conditions" governing RA specifically in their technical bid. The "General terms and conditions" governing RA are given in the SCC of the NIT.** Bidders are also required to furnish following details in their techno-commercial bid, for this purpose (RA).

Authorization of representative who will participate in the on line Reverse Auction Process;

- a. Name and Designation of official
- b. Postal Address (Complete)
- c. Telephone Nos. (Land line & Mobile both)
- d. FAX No.
- e. E-mail address

Name of Place/State/Country, wherefrom he will participate in the RA

9. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
10. Purchase Preference will be given to CPSUs as per Guide lines of Govt. of India.

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## ANNEXURE-I

RATE SCHEDULE

SL.NO.	DESCRIPTION OF ITEMS	QUANTITY IN NOS.	UNIT RATE EX-WORKS/F.O.B	AMOUNT
1.	EX-WORKS PRICE INCLUSIVE PACKING AND FORWARDING CHARGES <b>OR</b> FOB PRICE (INCLUDING AIRWORTHY EXPORT PACKING, DELIVERY AT AIRPORT, EXPORT DOCUMENTATION CHARGES AND CUSTOM CLEARANCE IN SELLER'S COUNTRY)  1.1. HUCK POWERIG 940-220 1.2. INSTALLATION TOOL 5/8" PART NO. 2628 1.3. NOSE ASSEMBLY 5/8" PART NO. 99-5008 1.4. JAWS SETS 5/8" PART NO. 104706 1.5. PRESSURE GAUGE PART NO. T-124833CE 1.6. INSTALLATION TOOL 1/2" PART NO. 2620 1.7. NOSE ASSEMBLY 1/2" PART NO. 99-5002 1.8. JAWS SETS 1/2" PART NO. 104719 1.9. QUICK COUPLER PART NO.110440 1.10. SERVICE KIT PART NO. 2628 KIT 1.11. SERVICE KIT PART NO. 2620 KIT 1.12. PRESSURE SWITCH ASSEMBLY PART NO.115753 1.13. RELIEF VALVE PART NO.103901 1.14. MOTOR BRUSHES SET PART NO. 111415 1.15. SOLENOID COIL PART NO. 112120 1.16. MICRO SWITCH PART NO. 115836 1.17. DIRECTIONAL VALVE PART NO. 103596  TOTAL	10 13 20 20 2 20 40 40 40 15 30 10 10 20 10 20 10		
2.	FREIGHT CHARGES UP TO NEW DELHI AIRPORT			
	INSURANCE CHARGES UP TO NEW DELHI AIRPORT			
3.	CUSTOM DUTY, COUNTER VEILING DUTY, CUSTOM CLEARANCE, PORT HANDLING & DOCUMENTATION CHARGES ETC. <b>OR</b> EXCISE DUTY, CST ETC. <b>(FORM C SHALL BE PROVIDED BY BHEL)</b>			
4.	INLAND FREIGHT CHARGES UP TO DESTINATION			
5.	INLAND TRANSIT INSURANCE CHARGES UP TO DESTINATION			
6.	<b>TOTAL PRICE FOR DELIVERY AT DESTINATION</b>			

DELIVERY:

VALIDITY OF OFFER:

NOTES:

1. Bidders quoting for all the items indicated at **sl. no.1.1 to 1.17 above shall only be considered.**
2. Any other charges, if not specified above, may also be indicated.
3. **Initial pressure setting required for Huck Powerigs:**
  - i) **Pull Pressure:7400 PSI**
  - ii) **Return Pressure: 3200 PSI**
4. Incomplete offer received may not be considered.
5. The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
6. The Rate Schedule (unpriced) shall be enclosed by the bidders in their technical bid (Part-I), confirming specifically that all the items of the Rate Schedule have been quoted.
6. CENVAT/MODVAT credit: The quotation must indicate Tariff item number and rate / value of Excise Duty applicable and CENVAT credit available to BHEL. In such case, party should raise Cenvatable Invoice as per Excise Laws/Rules. The amount of CENVAT Credit available to BHEL will be considered while evaluating the bids.

(Signature and Seal of Tenderer)

## **SPECIAL TERMS AND CONDITIONS**

**1. Offer should be submitted in two part bid system as under;**

**1.1 Part-I (Techno-Commercial) : -  
It should include the following**

- i) **Technical specifications** along with necessary catalogues.
- ii) **Authorization from the manufacturer**, in case the bidder is an authorized Indian dealer.
- iii) **Rate Schedule (Un-Priced)**, with a confirmation that all the items of the Rate Schedule of this NIT have been quoted.
- iv) **Details of service facilities** available in India for 'After Sales Service'.
- v) **Acceptance to** commercial terms and conditions and the technical specifications.
- vi) **Deviation statement** from tender conditions. (In case the deviation is not acceptable BHEL, reserves the right to reject the offer).

**1.2 Part II (Price bid) :-**

- i) As per Rate Schedule format enclosed **(Annexure-I)**
- ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. **The bidders are required to quote the rates as per rate schedule only, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected.** No cutting / erasing /overwriting shall be done in the price bid.

**2. Following should be super scribed on the envelopes of the two parts of the Bid.**

**Part I: Techno-Commercial Bid:-**

Tender for:

Tender No. :

Due on:

**Part II (Price bid)**

Tender for:

Tender No. :

**3. Both Part I and Part II should be individually sealed and super scribed as indicated above and shall be enclosed in one main envelope duly sealed and super scribed as:**

**Tender for:**

**Tender No.:**

**Due on:**

**Containing Part I and Part II of the offer.**

**4. The tenders should be sent sufficiently in advance so as to reach before the due date and time. BHEL shall not be responsible in case of delay in receipt of tenders.**

**5. Inspection**

Inspection shall be carried out on receipt for acceptance of the material

**6. Delivery** within six weeks. However, bidders should quote the best possible delivery period.**7.** Offers should be **valid for a period of 60 days** from the date of Techno-Commercial bid (Part-I) opening.**8. Service support**

Bidders shall elaborate on the service network and spare parts availability, which are to be ensured to maintain the equipment after initial commissioning and completion of warranty period. In case service/spare parts facilities are not available in India, tenderers shall indicate the maximum possible time in making the services available from places outside India.

**9.** In case the equipment is offered from outside India, the tenderers shall also submit following information along with techno-commercial bid (Part-I) .

- a) Gross / Net weight of Equipment along with spares.
- b) Number of packages along with shipping list.
- c) In case of payment through Letter of Credit, names of Beneficiary and Banker with account details.

**10. Payment Terms****10.1 For Indian Bidders.**

- a. 90% of ex-works value with 100% taxes/duties/freight & transit insurance charges against dispatch documents.

The set of despatch documents shall be as follows

- Three Original of tax Invoices (Invoice).
- Lorry Receipt/Good Receipt Consignment Note.
- One original and one copy of Packing List
- Manufacturing test Certificate
- Warranty Certificate for the goods
- Catalogue of equipment & spares.
- Certificate confirming, "Goods supplied are new".

- b. Balance 10% of the ex-works value, within 30 days of receipt and acceptance of material

**10.2 For foreign Bidders.**

Letter of Credit for full contract value shall be opened 30 days before contractual delivery of the stores and payments shall be released as under.

90% of FOB value against dispatch documents.

The set of despatch documents shall be as follows

- Three Original of tax Invoices (Invoice).
- Full set of Clean House Air Way Bill or Bill of Lading - In-Original.
- One original and two copies of Packing List
- Certificate of Country of Origin issued by appropriate authorities.
- Standard Warranty Certificate as applicable for Huck Fasteners Tools.
- Catalogue of the equipment supplied.
- Certificate confirming, "Goods supplied are new".
- Declaration by seller that contents of consignment is no less than the ordered quantity

- b. Balance 10% of FOB value within 30 days of receipt and acceptance of material.
- c. 100% Air or Ocean freight and Insurance charges on receipt and custom clearance of the total consignment.
- d. 100% payment of custom duty, CVD, custom clearance, taxes & handling charges, etc., as may be applicable, after custom clearance against submission of documentary proof.

**Notes:-**

1. Bidders are required to specifically **confirm acceptance of these payment terms in their techno-commercial offer.**
  2. **No advance** shall be paid.
  3. Letter of Credit shall be opened in the name of the original foreign supplier/manufacturer only on which purchase order has been placed. L/C shall be established by BHEL about 30 days prior to shipment of Huck Powerig along with tools & accessories in one complete lot. The supplier shall intimate dispatch plan well in advance. **Indian suppliers shall not be paid through L/C.**
  4. **State Bank of India 'T.T. selling rates', prevailing on the date of opening of Techno-commercial Bid Part-I, shall be considered for evaluation of bids submitted in foreign currencies. In case of a SBI Holiday, rates for previous day shall be considered.**
  5. All LC processing charges, except opening charges with our Bankers, shall be borne by the beneficiary i.e. the supplier.
11. **Warranty**  
Standard Warranty Certificate, as applicable for Huck Fasteners Tools, shall be provided.
  12. **No separate Indian agents commission will be payable. The bidders are required to confirm this specifically in their techno-commercial bid.**
  13. On acceptance of techno-commercial and price bids, **BHEL reserves the right to conclude the contract either on FOB 'OR' on C&F OR CIF basis at its sole discretion.**
  14. **Unsolicited rebate/discount shall not be accepted after bid opening.**
  15. All sheets of the offer should be duly signed and stamped by the tenderers and should be submitted along with the Part-I bid.
  16. In case of any contradiction between General Terms & Conditions and Special Terms & Conditions, the latter shall prevail.

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### **GENERAL TERMS & CONDITIONS**

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent INTERNATIONAL standard specification.
3. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.
4. Please note that our terms of payment are as per **clause 10** of "**SPECIAL TERMS AND CONDITIONS**" (enclosed).

**No advance shall be paid.**

In case of payment through LC, Bank charges other than LC opening charges will be to the Beneficiary's account.

5. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
6. **No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed.** 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.
7. The quantities of each item to be purchased may vary according to actual requirement at the time of placement of order.
8. Where Sales Tax/VAT is payable extra it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax/VAT Registration No. in the offer.
9. **Liquidated Damages:** It is clearly understood between the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. Where the seller supplies or dispatches the goods beyond the delivery period specified, the purchaser will have no obligation to accept the goods. If accepted, liquidated damages at the rate of ½% (half percent) of the value of goods in arrears per week subject to a maximum of 10% (Five percent) of order value, will be levied at the discretion of the purchaser, without prejudice to any other relief or compensation due to the purchaser under any other condition to the contract.
10. **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 or any part of the goods which the supplier fails to deliver or dispatch within the time stipulated as aforesaid, or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss which the purchaser may sustain by reason of such risk purchase in addition to L.D. at the rate mentioned in clause 10 above.
11. **Inspection:** All goods and work are subject to our inspection either at your works or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment. The tenderers shall also offer load test/over load test of the crane at manufacturer's works in presence of

engineers from BHEL. Load test shall also be carried out with available load at site as per load chart of the crane.

12. **Insurance**: - Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks including 90 days storage risk from the date of delivery of the goods at the final destination.

In all other cases, supplier must furnish particulars of dispatch i.e. station of dispatch and destination, name of the goods, number of cases and their weights, value of the goods including all taxes, duties, levies and freight etc. for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.

**Note: However, the supplier shall still remain responsible for defective parts or short supply and defective packing.**

13. **Metric System**:- Suppliers are requested to give metric measurements while quoting.
14. **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 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).
15. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

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### **GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. **Business rules** like event date, time, and Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. During Reverse Auction, if no bid is received within the specified time, BHEL at its discretion, may decide to revise opening price/scrap the reverse auction process/proceed with conventional mode of tendering.
11. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
12. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
13. Bids-given by the bidders during the Reverse Auction process will be taken as an offer to execute the work. Bids once made by the bidder, can not be cancelled/withdrawn and bidders shall be bound to execute the work as mentioned above at the final bid price. Should be bidder (Lowest) back out and not execute the contract as per the rates quoted, BHEL shall take action as appropriate.