

ISO: 9001-2015	Document No.:TM/SM/31	Version-1.0	Date Effective From:12.01.2021
Document Title: Final Specification of Hydraulic Track Jack 15T (Non-Infringing)			



**SPECIFICATION OF HYDRAULIC TRACK JACK 15T Cap.(NON INFRINGING)
(No.TM/SM/31 dt. 08.05.1996 Rev. 01 of 2021)**

Track Machines & Monitoring Directorate

**RESEARCH DESIGNS AND STANDARDS ORGANISATION
Manak Nagar, Lucknow-226011**



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Prepared By:	Checked By:	Approved By:	

352697/2021/O/o PED/TMM/RDSO

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1.0 Scope:

- 1.1 The specification covers requirements of a non-infringing lightweight hydraulic track jack having a safe working load of 15t. The non infringing feature would be that the jack could be released instantaneously in the face of an approaching train and none of its component would project above the rail level during the passage of a train.
- 1.2 The jack may be designed for a single or multiple stage lifting.
- 1.3 Preference to make in India: Compliance of the instructions contained in Public procurement (Preference to Make in India) order-2017 or latest instructions issued on subject shall be ensured.
- 1.4 All the provisions contained in RDSO's ISO procedures laid down in document No. QO-D.8.1-11 latest version (titled-"Vendor - Changes in approved status") and subsequent versions/amendments thereof, shall be binding and applicable on the successful vendor/vendors in the contracts floated by Railways to maintain quality of products supplied to Railways"

2.0 References:

Following code/ documents have been referred to in this specification. Updated copy of the same should be available at the works of the manufacturer/supplier.

(i)	IS: 4552 (Part.2): 1993 (Reaffirmed 2019)	Automotive Vehicles – Portable Jacks for Automobiles Part 2- Hydraulic Jacks
(ii)	IS:6838-1973 (Reaffirmed 2005)	Dimensions for 'O' ring and grooves for vacuum flange
(iii)	IS: 617-1994 (Reaffirmed 2020)	Cast Aluminium and its Alloys
(iv)	IS:3930-1994 (Reaffirmed 2019)	Flame and Induction Hardening Steels
(v)	IS:1875-1992 (Reaffirmed 2014)	Carbon Steel Billets, Blooms, Slabs and Bars for Forgings
(vi)	IS 5415-1969 (Reaffirmed 2019)	Code of practice for packing and packaging of optical mathematical instruments and components
(vii)	BS:970	For mechanical and Allied Engineering Steel

3.0 Materials, Processing and Workmanship:

- 3.1 The jack shall be of a special Aluminum alloy of high strength generally conforming to IS: 617-1994 (Reaffirmed 2020) alloy 2550 (A-12) or alloy steel of equivalent strength similar to IS: 3930-1994 (Reaffirmed 2019),Design:40Ni2 Cr1 Mo28 or En81-En91 EN24to BS:970 for body material and IS: 1875-1992 (Reaffirmed 2014) C1.IV and EN 8 to BS-970 for ram materials. Manufacturers may also explore possibilities of using fiber glass material wherever feasible keeping in view the lightweight and guaranteed life of jack units to withstand 15 tones of load and working pressure of 400-500 kg/sq cm suitably designing the body and ram diameters.
- 3.2 All metal surfaces shall be properly finished. Rough and sharp edges shall be removed.
- 3.3 All the working parts and the parts subjected to wear shall be accurately machined to such tolerances as will ensure the fitting of spares with minimum of adjustments.
- 3.4 The manufacturer /supplier shall supply a complete analysis of the materials of all the different component parts of the jack when required to do so by the purchaser or the

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inspecting officer. Such analysis should be got done by him from a Government approved laboratory/Test House.

- 3.5 In case of any doubt in the use of specified materials, the inspecting officer shall be free to take samples from the component for complete C&M analysis at the expense of the manufacturer /supplier.
- 3.6 All working surfaces of the jack shall be coated with suitable rust preventive. All other surfaces shall be painted with the paint of approved colour and specification. The jack shall be supplied packed in suitable wooden crates, according to best trade practices generally conforming to IS 5415-1969 (Reaffirmed 2019). All the working parts shall be oiled before being assembled.

4.0 Functional requirements:

- 4.1 Hydraulic track jack should be lightweight. Its weight should be 13.0 kg. maximum without handle and should have easy portability.
- 4.2 The jack should have rigid, mono block construction of cylinder reservoir and pump with base area approximately 300 cm². It should be of single casting or fabrication for rough and rugged use in the field and to prevent leakage of hydraulic oil through joints and oil seals etc., during normal operation.
- 4.3 The hydraulic jack should have a sufficiently large capacity pump such that in about 90/95 strokes, the pump should lift the load through a height of about 80+3 mm.
- 4.4 The ram shall be of one single diameter throughout its length for single stage lifting and of uniform diameters for multiple stage lifting for each part of the ram. It shall have a swiveling ram cap or saddle for better grip.
- 4.5 Release valve should be so provided as can be closed by the clockwise movement of the handle at the time of operation. The anti-clockwise movement of the handle should enable the release valve to open there by lowering the jack ram. The position of the release valve shall be facing the operator.
- 4.6 Release should be instantaneous and preferably obtained by a single twist of the handle
- 4.7 The hydraulic track jack should be fitted with a two-way overload safety release valve, which bypasses the pump, when the jack reaches its maximum or pre-set load, and instantaneously causes the jack to field safety, if a sudden overload occurs.
- 4.8 The maximum capacity of the overload safety release valve should be 18.0 tonnes, but it should normally be possible to preset to a load of 11 tonnes for BG and 7.5 tonnes for MG so that the release device will trip automatically under the wheel load of an approaching train. This should be used as a safety measure only for emergency tripping in situation of failure by manual release.
- 4.9 The jack should be provided with a carrying handle/sling.
- 4.10 The oil used for hydraulic jack shall be suitable good quality and easily available in the market.

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4.11 Oil seals (Nutting, O-Ring, Washer, etc.) should be of special high pressure brand of synthetic Neoprene/Nitrile rubber/Viton of Taflon material (superior brand to be provided) generally conforming to IS: 6838-1973 (Reaffirmed 2005).

5.0 Technical Features:**5.1 Dimensions:**

i)	Maximum lifting capacity	15tonnes
ii)	Maximum close height	166 mm \pm 3 mm
iii)	Hydraulic lift of load (Travel of ram)	80 mm \pm 3mm
iv)	Weight of jack (excluding operating handle)	13.0 kg maximum
v)	Length of operating handle	750 mm (approx.) made of tubular section and gripping end should have suitable bend so as not to hit the ballast profile during operation.
All tolerances will be within 5% of nominal dimensions as indicated above except those of mating/moving parts.		

5.2 Operating torque:

Jack shall be operated by one operator easily.

6.0 Tests:**6.1 Tests at the time of initial approval (Type Tests):**

Two jacks shall be supplied for type tests. Both the hydraulic jacks shall be subjected to the following tests as per sequences mentioned in para 6.1.10 for ascertaining their suitability generally conforming to IS 4552 (Pt.2): 1993 (Reaffirmed 2019).

6.1.1 Visual & Dimensional test :

The jacks shall be free from manufacturing defects like cracks, blow holes, etc. The jacks shall be subjected to detailed dimensional check and shall conform as per technical features.

6.1.2 No load test:

The jacks shall be operated without load to its maximum lift during which it shall work smoothly, jerk free and there shall be no leakage. After the jack lifts to its maximum lift the release valve shall be opened and the ram shall be made to retract to its closed height by applying a load of maximum 30 kg. The Jack shall not show any sign of leakage.

6.1.3 Overload Test Before Performance:

Jacks shall be loaded with a load of 120 percent of rated capacity and operated from the minimum to maximum position and back. During this test the jack shall operate smoothly throughout the range without any slip or other visible damage. During this test safety valve, shall be adjusted to higher pressure.

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6.1.4 Performance Test:

Jacks shall be loaded with a load of rated capacity and operated from the minimum to the maximum position and back. After repeating the cycle 100 times with an interval of 10 minutes between each cycle, the jack shall work smoothly throughout the range without undue play or slip between the moving parts.

6.1.5 Safety valve opening test:

The safety valve shall be set in such way that opens between the pressure range corresponding to 110 percent to 120 percent load of its rated capacity shall be checked at the end of all tests.

6.1.6 Over Load Test After Performance:

The test shall be repeated in accordance with 6.1.3

6.1.7 Load Sustaining Test:

The saddle of the jack shall be lifted to the middle of its stroke and loaded to 120 percent of the nominal lifting capacity. The load shall be sustained for one hour. After end of one hour, the reduction in the height of the saddle shall not be more than 3 mm. The load shall be removed after the end of this period and the test repeated three times. After this test, Jack shall be left for 24 hours and room temperature and shall not show any sign of distortion or leakage of oil at the end of this test. This test shall be conducted after adjusting the safety valve for higher pressure and preferably at a temperature of 27⁰ C.

6.1.8 Field Test:

Jacks shall be checked in actual field condition at different locations to ascertain its working in the field.

6.1.9 Material check:

Jack shall conform for material, heat treatment/ hardness, etc., as stipulated in the applicable drawings & specifications mentioned under various clauses. Supplier/Manufacturer shall submit all necessary test certificates in this respect.

6.1.10 Sequence of Testing for Type tests (to be carried out as per criteria mentioned above):

- i) Visual,
- ii) Dimensional Check ,
- iii) No load test ,
- iv) Over load test before performance,
- v) Performance test ,
- vi) Over load test after performance
- vii) Safety Valve opening test,
- viii) Load sustaining test for one hour .

After the above tests the cylinders of Jacks are to be opened for visual inspection of the ram and the cylinder.

- ix) Field test:
- x) Material check

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6.1.11 If either of the sample fails, case will be closed and , the supplier/manufacturer shall submit afresh two new sample jacks as per ISO procedure.

6.2 Acceptance Tests (Test during supply):**6.2.1 The following shall constitute acceptance tests:**

a)	Visual	Every Jack
b)	Dimensional check	Every Jack
c)	No load test	Every Jack
d)	Overload test before performance	:Every Jack
e)	Performance test for 25 operations only	One out of every 20 or part there of
f)	Safety valve opening test	Every Jack
g)	Load sustaining for one hour	Every jack
h)	Field Test	For the jacks subjected to performance test

6.2.2 Above tests shall be conducted as per criteria mentioned in type test.

6.2.3 Any of the jacks subjected to above tests which fails to comply with the requirements of this specification may be rejected. All the rejected jacks shall be marked with a paint of different colour or otherwise for identification to the satisfaction of the inspecting official.

6.3 Jack shall be subjected to the above tests in order of laid down sequences. The tests shall be carried out either on actual vehicle/trailer/work or on a rig simulating operating of a jack on a vehicle /actual use for ascertaining their conformity to this standard. In these cases the jacks may be subjected to tilted loads up to $\pm 5^{\circ}$ angle. Necessary arrangements for test shall made by manufacturer/supplier.

7.0 Marking and Packing

The jacks shall be legibly and indelibly marked with:

- i) Name, initials and trade-marks of manufacturer.
- ii) Nominal, lifting capacity of the jack in tones.
- iii) Serial number of jack.
- iv) The jack alongwith spare parts shall be packed in wooden/suitable carton, according to best trade practices.

8.0 Training and Commissioning:

Adequate training for operation and maintenance of the Jacks shall be imparted to the operators at consignee end which shall be treated as part of commissioning.

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9.0 Documentations:

Each set of jack shall be supplied with the following information in booklet or pamphlet form:

- i) Instructions for safe operation of the jacks.
- ii) Salient feature of the jack.
- iii) Parts list, with isometric drawing of the components for easy identification.
- iv) Sequential procedure for increasing/decreasing the Load carrying capacity of the automatic safety Release mechanism.
- v) Detailed instruction pamphlet for replacing oil Periodically if needed.

10.0 Service Facility and Spare Parts:**10.1 Each set of jack shall be supplied with the following spares.**

- i) Oil Seals – Two nos. of each size
- ii) Valves – Two nos. of each type

10.2 Necessary tools for its day to day work/maintenance**10.3 The supplier shall ensure prompt and continuous service and delivery of spare parts for a minimum period of five years.****11.0 Warranty & AMC**

The manufacturer / supplier shall warranty the material covered by the specification to be free from defects under normal use and service. His obligation under this warranty shall be for repairing of the jack and replace free of cost those parts which shall be found defective within one year from the date of commissioning for manufacturing and material defects. During procurement Railway may go Post warranty AMC with the manufacturer / supplier for a pre determined period as decided by purchaser. This shall be incorporated in tender document as condition of contract.

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RESEARCH DESIGNS AND STANDARDS ORGANISATION
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Track Machines & Monitoring Directorate

SPECIFICATION OF MECHANICAL TRACK JACK
8 T Capacity (NON INFRINGING TYPE)

(No.TM/SM/21 Rev. 02 of 2020)

1.0 Scope:

This specification covers the technical, functional and testing requirement of a non-infringing light weight mechanical track jack having working load of 8 t. The jack is used for lifting of track in regular maintenance practice in P.Way only. The non- infringing feature would be that the jack could be released instantaneously in the face of an approaching train and none of its components would project above the rail level during the passage of a train. The mechanical track jack will be termed as ‘jack’ in this specification for convenience. This specification chiefly covers the technical provisions having no connections with necessary contractual provisions.

The jack may be designed for a single or multiple stage lifting.

“The mechanical track Jack can be of two types as indicated below:

- (i) Rack and pinion type having a lift of 3 to 6 mm per stroke of the operating lever. One man is required for the pumping of the operating handle.
- (ii) Rack and pawl type having a lift of 13 to 15 mm per stroke of the operating handle. Two men are required for the pumping of the operating lever.”

2.0 **Reference:** Following codes have been referred to in this specification. Latest copy of the same shall be available in the Works of the manufacturer:

S.N.	Reference Documents	Description
1.	IS: 4552-1993 (Re-affirmed :2003	Automotive Vehicle –Portable Jacks for automobiles: Part-1 Mechanical Jack- Specification

3.0 Materials, Workmanship and finish:

3.1 Strength and other essential physical properties of the component parts of the jack shall be adequate for the purpose intended. All castings, forgings, machining which shall be in accordance with the appropriate Indian Standards, shall be of uniform quality, free of blow holes, porosity, hard spots, shrinkages, cracks or other deleterious defect, which might be adversely affect the intended use. Process such as peening or plugging shall not be used on castings, or forgings for reclaiming any part of the jack.

3.2 All metal surfaces shall be properly finished. Rough and sharp edges shall be removed.

3.3 All the working parts and the parts subject to wear shall be accurately machined to such tolerances as will ensure the fitting of spares with the minimum of adjustments.

4.0 Technical Features:

S.N.	Features	Parameters
(i).	Weight	≤ 20 kg without handle
(ii)	Minimum lifting capacity	(a) with top – 8 t
		(b) with toe - 7 t

(iii).	Height of top of jack in lowest position	250 mm (max.)
(iv)	Height of toe of jack in lowest position	120 mm (max.)
(v)	Area of base plate	155 x 300 mm approx.
(vi)	Length & size of operating handle	
	(a) Rack and pinion type jack	800 mm long, 20/20 mm round
	(b) Rack and pawl type jack	1250 mm long, 30/30 mm round
(vii)	Lift	100 mm(min)
(viii)	Lift per stroke of the operating lever	
	(a) Rack and pinion type jack	3 mm to 6 mm
	(b) Rack and pawl type jack	13 mm to 15 mm

5.0 Functional Requirements:

- 5.1 The mechanical track jack shall be light weight. The weight shall not be more than 20 kg without handle and should have easy portability.
- 5.2 The jack should have rigid and robust construction.
- 5.3 The rack shall be a monolithic structure and shall work as a lifting member actuated by the pinion (in case of rack and pinion type) or by the pawl (in case of rack and pawl type)
- 5.4 Release shall be instantaneous and preferably obtained by a single twist of the handle or hitting the lowering pedal with foot.
- 5.5 The jack shall be provided with a carrying handle/sling.
- 5.6 The base of the jack shall be so designed that it adequately prevents tilting during normal position.
- 5.7 Each jack shall be supplied with a suitable operating lever.
- 5.8 The top of saddle shall be suitably chequered or serrated or shall be cup shaped with locking fingers to prevent slipping during operation.

6.0 Prototype Test(At the time of approval):

- 6.1 The manufacturer shall submit to the purchaser or their Inspecting official two sample jacks and these samples have been tested as per procedure laid down in clause 7.0 and approved. Such samples must have been manufacture by the same procedure with which general manufacture will be carried out.
- 6.2 Both these sample jacks shall first be subjected to the sequence of testing detailed in clause 7.0.
- 6.3 In one sample submitted, fails initially, then the supplier shall submit a fresh two new sample jacks which shall be tested as per procedure detailed in clause 7.0 and both should withstand the test.

6.4 In case of any doubt in the use of specified materials the Inspecting Officer shall be free to take representative samples of raw materials procured and used in manufacture of finished jacks be tested to ensure to conform for complete C&M analysis to the specifications stipulated in drawings.

7.0 **Tests:**

The jacks shall be subjected to following tests as per IS:4552-1993(Re affirmed -2019).

7.1 Visual and dimensional test.

The jacks as mentioned on clause 6.1 shall be free from material as well as manufacturing defects like cracks, blowholes, etc. subjected to detailed dimensional check and shall conform to the functional dimensions or manufacturers drawings approved by Railway Board/ RDSO/ Standing Committee on small track machines. Jacks shall conform for material, heat treatment/ hardness, etc., as stipulated in the applicable drawings & specifications mentioned under various clauses. Supplier/ Manufacturer shall submit all necessary test certificates in this respect.

7.2 No-load test.

The jacks shall be subjected to a tilted load of $\pm 5^0$ angle. The jacks shall be operated without load to its maximum lift during which it shall work smoothly jerk free and there shall be no leakage. After the jack lifts to its maximum the release valve shall be opened and the ram shall be made to retract to its closed height by applying a load of maximum 30 kg. The Jack shall not show any sign of slip, wreckage.

7.3 Performance test.

Jack shall be loaded with a load of rated capacity and operated from a minimum to maximum position and back. After repeating the cycles 100 times, the jack shall work smoothly throughout the range without undue play or slip between the moving parts.

7.4 Overload test

(a) Overload Test Before Performance Test.

Jacks shall be loaded with a load of 120 percent of rated capacity and operated from the minimum to maximum position and back. During this test the jack shall operate smoothly throughout the range without any slip or other visible damage.

(b) Over Load Test After Performance Test:

The test shall be repeated in accordance with 7.4.

7.5 Operating Torque Test :

This test shall be carried out by loading the jacks to its rated capacity and torque required at the end of handle may be measured either by torque wrench or any other suitable means. The maximum torque for operating the spindle shall be as per IS 4552(part-1)- 1993 (Re-affirmed 2019).

7.6 Field Tests:

Jacks shall be checked in actual field condition at different locations to ascertain its working in the field.

7.7 Sequence of testing: The sequence of tests of the jack and the frequency shall be as given below:

i) Visual and Dimensional Test- Every jack

- ii) No-load test - Every jack
- iii) First Overload test - Every jack
- iv) Performance test - One out of every 20 or part
- v) Second Overload test - For the jack subjected to performance test.

After completing of the sequence of test given in 7.7 the jack shall not show signs of damage and shall operate without undue play between parts or slip when a load equal to nominal lifting capacity is raised or lowered.

8.0 Acceptance test (Test during supply):

8.1. The following shall constitute acceptance tests:

(a)	Visual test	Every Jack
(b)	Dimensional check	Every Jack
(c)	No load test	Every Jack
(d)	Overload test before performance(First Overload test)	Every jack
(e)	Performance test (for 25 operations only	One out of every 20 or part there of
(f)	Overload test after performance(Second Overload test)	For Jack subjected to performance test
(g)	Operating Torque Test	Every Jack
(h)	Field Test	For jacks subjected to performance tests

8.2. Above tests shall be conducted as per criteria mentioned in type test.

8.3. Any of the jacks subjected to above tests which fails to comply with the requirements of this specification may be rejected. All the rejected jacks shall be marked with a paint of different colour or otherwise for identification to the satisfaction of the inspecting official.

8.4. Jack shall be subjected to the following above tests in order of sequences. The tests shall be carried out either on actual vehicle/trailer/work or on a rig simulating operating of a jack on a vehicle /actual use for ascertaining their conformity to this standard. In these cases the jacks may be subjected to tilted loads up to +5⁰ angle. Necessary arrangements for test shall made by manufacturer/supplier.

9.0 Inspection:

9.1. The inspection of the jack shall be carried out by the purchaser zonal railway or any representative authorised by the purchaser/CTE of the zonal railway. The cost of inspection and testing shall be borne by the supplier/manufacturer. Minimum level of inspecting official should be SE(Section Engineer).

9.2. The samples as mentioned above shall be inspected as per clause 7.0 and the sequence of testing shall be as per 7.7.

10.0 Marking and Packing:

10.1 Jack shall be legibly and indelibly marked , punched or embossed with:

- a) Name, initial or trade-mark of manufacturer.

- b) Contact details of manufacturer/ supplier
- c) Nominal lifting capacity in tones
- d) Month and year of manufacture

10.2 All working surfaces of the jack shall be coated with suitable rust preventive. All other surfaces shall be painted. The jacks shall be supplied packed according to best trade practice.

11.0 Documentations:

11.1 Each set of jack shall be supplied with the following information in booklet or pamphlet form: -

- i) Instructions for safe operation of the jacks.
- ii) Contact details of manufacturer/Supplier
- iii) Salient feature of the jack.
- iv) Parts list, with isometric drawing of the components for easy identification.

11.2 The spare parts required time to time shall be detailed in a list indicating description, part number, source of procurement and expected life etc.

11.3 Maker’s test certificate :Copies of the maker’s certificate guaranteeing the performance of the jack shall be supplied in three copies alongwith each machine

12.0 Warranty and AMC:

12.1. The jack shall be in warranty for one year for manufacturing as well as material defects.

12.2. The manufacturer/supplier shall bear the entire cost of the repair or replacement of any parts found deficient/defective due to faulty material, poor workmanship as required by the purchaser.

12.3. The manufacturer shall be responsible for the subsequent availability of spares to ensure trouble free service for the lift of track jack.

13.0 All the provisions contained in RDSO’s ISO procedures laid down in Document No. QO-D-8.1-11 dated 12.09.2018 (titled Vendor – Changes in approved status”), subsequent versions / amendments thereof shall be binding, and applicable on the successful manufacturers/suppliers in the contracts floated by Railways to maintain quality of products supplied to Railways.

14.0 **Preference to Make in India:** The Government of India policy on ‘Make in India’ shall be applicable.

No. Cap/OT/2022-23

Date: 08-03-2022

Subject: Open tender as detailed below:

OPEN TENDER

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.
2. Last date for obtaining tender documents and opening of tenders is indicated against each tender. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.
3. After downloading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must remit the requisite EMD in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (in case of foreign bidders only). **EMD in the form of Cheque / Bank Guarantee are not acceptable.**
4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other terms and conditions will be as per tender documents.

Sl. No.	Tender No.	Description of Equipment	Qty. (No.)	Last date to get from BHEL	Opening date
1.	C/6200/2022/2118/T 1	HYDRAULIC TRACK JACK 15 T CAP.(NON INFRINGING)	02	18-03-2022	18-03-2022; 1:45 PM
2.	C/6200/2022/2118/T 1	MECHANICAL TRACK JACK 8 T CAP.(NON INFRINGING)	02	18-03-2022	18-03-2022; 1:45 PM

- Technical Specification is enclosed.
- Equipment supplied shall be as per the specification attached.
- In Technical Offer, the requirement of the specification shall be point wise addressed by the bidder, in the space provided.
- Warranty certificate is the machine shall be 12 months from the date of final acceptance of the machine at BHEL Haridwar is required.
- TEST CERTIFICATE REQUIRED AS PER RDSO SPECIFICATION.
- SPLITTING OF INDENT: NOT REQUIRED. (HOWEVER SPLITTING SHALL BE APPLICABLE AS PER MII/MSME CIRCULAR).
- HSN CODE OF THIS ITEM IS 8425.
- RDSO DESIGNATE TO RESEARCH DESIGNS & STANDARDS ORGANIZATION.
- SPECIFICATION OF ITEM 1 & 2 GOVERN THROUGH RDSO SPECIFICATION NO. TM/SM/21 & TM/SM/31 OF LATEST REVISION RESPECTIVELY.
- TEST CERTIFICATE REQUIRED AS PER RDSO SPECIFICATION.
- OPERATION AND MAINTENANCE MANUAL: REQUIRED.
- QUANTITY VARIATION NOT ACCEPTABLE.
- THE ITEM IS REQUIRED FOR R&M OF RAIL TRACK OF HEEP.
- EARLY DELIVERY ACCEPTABLE.
- TOOL SHOULD BE USABLE FOR BG RAILWAY TRACK.
- TOOL SHOULD BE APPROVED AS PER LATEST RDSO SPECIFICATION.
- TEST CERTIFICATE REQUIRED.
- Input Tax Credit (ITC) is applicable.

PLEASE NOTE THAT DRWAINGS AND SKETCHES AS REFERRED IN THE TECHNICAL SPECIFICATIONS SHALL BE FURNISH ONLY AFTER SIGNED AND **STAMPED NON DISCLOSURE DOCUMENT** (Annexure VII) IS RECEIVED FROM THE VENDOR.

AGM (Capital Purchase)



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 01334-281147

Enquiry No.: C/6200/2022/2118/T 1
Due Date : 18-03-2022 : 01:45 PM

Date of issue: 08-03-2022

M/s.....

Sub: Tender Enquiry No. C/6200/2022/2118/T 1

We are pleased to invite your offer in **TWO PARTS (PART-I & PART-II)** strictly as per enclosed terms and conditions and "Instruction to Bidders", in sealed covers for the under mentioned equipment / systems.

Sl. No.	Description of Equipment	Qty. (No.)	Delivery Required	EMD (Earnest Money Deposit)
1.	HYDRAULIC TRACK JACK 15 T CAP.(NON INFRINGING)	02	25-03-2022	NOT APPLICABLE
2.	MECHANICAL TRACK JACK 8 T CAP.(NON INFRINGING)	02	25-03-2022	NOT APPLICABLE

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

NOTE: The vendors should submit their best price at this stage itself and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored.

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements

EMD (EARNEST MONEY DEPOSIT):

PLEASE SUBMIT DRAFT FOR EMD (drawn in favor of BHEL Hardwar) IN PART- I BID. This Part-I bid shall be opened by BHEL at 2 PM on the due date, in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.

- BHEL Bank Details for e-remittances of EMD by bidders:

ACCOUNT HOLDER NAME: BHARAT HEAVY ELECTRICALS LIMITED, HEEP, HARIDWAR
STATE BANK OF INDIA
RANIPUR BRANCH,
OPP: BHEL MAIN GATE,
SECTOR-5, RANIPUR,
HARIDWAR, UTTRAKHAND, INDIA
PIN CODE : 249403

SWIFT NO : SBININBB225
CC ACCOUNT NO : 10667995458
IFSC CODE : SBIN0000586

- After tender opening (Part –I), if it is found that **If the bidder has not submitted the requisite EMD (if applicable) and bidders has claimed to be an MSE vendor but no supporting documents have been submitted in this regards. Both the cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.**
- Micro and Small Enterprises (**Registered under Udyog Aadhar Memorandum (UAM) or SSI, NSIC, KHADI BOARD, DIC, etc., however Annual certificate from practicing CA certifying that the investment in plant and machinery of the supplier is within the permissible limit as per ACT to be submitted**) are exempted from the submission of EMD.
- **Central/State-Public Sector Units/ Government Departments are exempted from submission of EMD subject to approval by BHEL Management.**

MSE** Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or Udyog Aadhar Memorandum (UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

****BENEFITS OF MSEs ARE TO BE GIVEN FOR MANUFACTURING ENTERPRISES ONLY AS PER MSE CIRCULAR DATED 09.02.2017.**

- **BHEL-HEEP registered vendors (i.e. PMD vendor) are exempted for submission of EMD of related PMD items only.**
- EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honor the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.
- EMD given by all unsuccessful bidders shall be refunded on acceptance of award / LOI/PO by successful bidder.
- EMD given by all unsuccessful vendors shall be refunded after opening of price bid of successful vendors. The EMD of successful vendors who are not L1 shall be returned after award of PO/LOI on L1 vendor. The EMD of L1 vendor shall be returned after submission of order acceptance and Submission of CEBG as per tender condition.
- EMD shall not carry any interest.

KINDLY READ “INSTRUCTION TO BIDDERS” THOROUGHLY. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTION ARE LIABLE TO BE DISQUALIFIED AND IGNORED

**For & ON BEHALF OF BHEL, HARDWAR
AGM (Capital Purchase)**

Instruction to Bidders

Clause 1.0 – Tender submission

The tenders have to be submitted in **TWO PARTS (Envelopes)** as described below on or before the due date and time of tender opening:

a) Part-I (Envelope I) : 1. EMD

or

Valid certificate towards exemption of EMD, applicable for Micro and small Enterprises, as mentioned below.

MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or Udyog Aadhar Memorandum (UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

2. Pre-Qualifying Requirement (PQR)

3. Techno-Commercial Bid.

b) Part-II (Envelope II) : Price Bid.

Any corrections / amendments shall be properly & fully authenticated with signature.

BHEL will deal directly with the manufacturers / principal vendors and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agent. (All individuals / companies - representing / Advisor /retainership basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc are Agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

Agents shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both, the manufacturer / supplier and the agent, bid received from the agent shall be ignored.

The bidders (original manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by FAX / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in the tender. However, in case of e-tender ink signed offer is not required. **Unsigned bids shall be ignored.**

The suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable. However, in case of e-tender, vendor should see the tenders of others on the opening date only. Thereafter, the respective window will get closed.

Clause 1.1

The Techno-commercial offer and PQR in envelope - I (Part-I) shall comprise of following:

- i) Point wise reply to all the points mentioned in Pre- Qualifying Requirement specified in the tender.
- ii) Relevant documents as requested in Pre-Qualifying Requirement must be attached.
- iii) Complete Technical offer.
- iv) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- v) Acceptance of commercial terms by vendor as per **Annexure I**.
- vi) Deviation with reference to specification to be laid down on separate sheet.
Cost of deviation is to be submitted along with the price bid essentially. In case vendor withdraws the deviation clauses the same will be considered for final evaluation,
- vii) Copy of price Bid (without prices).
- viii) Any additional documents (please specify).

While submitting the offer, following points are to be taken care of by the vendor:

- **Documents submitted with the offer/bid by the bidder (Original Registered Supplier) shall be ink signed and stamped in each page by authorized representative of the bidder.**
- **In case the bid is submitted by FAX, the bidder shall simultaneously ensure submission of ink signed and stamped (in each page) original bid to BHEL.**
- **If the documents are received in soft form, the same should be transmitted through vendor's authorized e-mail followed by the signed and stamped copy of the same documents.**
- **Documents not signed and stamped in each page by the authorized signatory of the bidder, shall not be accepted and considered for evaluation of the bid.**

Clause 1.2

The Price Bid in envelope - II (Part-II) shall comprise of following:

- i) The price Bid (with price) for the complete scope strictly as specified in the price Format attached as Annexure-II.

If price bid is not submitted along with Part-I bid, the offer will be rejected out rightly.

Note:

If in a price bid, non-conformities /errors /discrepancies are observed between the quoted prices in figures and that in words the following guidelines will be followed: -

- a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same is to be accepted by the bidder by a target date and in case the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- e) **The evaluation of tender shall be on the basis of "Total Landed cost at Destination" including Supply. For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.**
- f) Indigenous suppliers: Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer will

be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.

g) Foreign Suppliers:

i) **SEA CONSIGNMENTS:**

Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) C&F Landing Port.

ii) **AIR CONSIGNMENTS:**

Please quote your rates with both the options: (a) FCA dispatching Airport & (b) CPT Landing Airport.

Further non-availability of ship / flight will not be accepted for rescheduling the delivery or waiver of penalties on account of delayed delivery.

h) Insurance during transportation shall be taken care of by BHEL.

i) The bidder shall clearly indicate HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in The techno-commercial bid.

j) The comparison between foreign and indigenous bids shall be done based on the **Total Landed cost at Destination** basis.

Clause 2.0 – Tender Opening:

a) Offer should be complete in all respect (i.e. Part-I & Part-II) as described below:

Part I : Part I bid (Envelope-I) comprising EMD (if applicable) or MSE Certificate or Udyog Aadhar Memorandum (UAM) towards exemption of EMD, Pre- Qualifying Requirement (PQR) and Techno-commercial bid as mentioned above.

Part II : Part II bid (Envelop-II) comprising Price Bid.

b) The tenders shall be opened in **TWO PARTS (Part-I & Part-II)** as described below:

- Part-I containing EMD (if applicable) or MSE Certificate or Udyog Aadhar Memorandum (UAM) towards exemption of EMD, Pre- Qualifying Requirement (PQR) and Techno-commercial bid will be opened on the date and time specified in the tender cover page, in the presence of those vendors, who wish to attend the tender opening.
- Part II containing Price Bid will be opened on a separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in part-I.
- In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in part-I.

BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor works (if required).

Note: After tender opening (Part-I), if it is found that:

- **The bidder has not submitted the requisite EMD (If applicable)**
- **The bidder has claimed to be an MSE vendor but no supporting documents have been submitted in this regard.**

In both the above cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.

However, offer of the bidder shall be treated as per the guideline mentioned in the Clause No. 1. (a) 1 above in case the bidder has claimed to be an MSE vendor and submitted requisite MSE documents.

Clause 3.0 – Superscription on envelopes:

The following shall be super scribed on the envelopes:

PART-I

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING.
3. EMD (IF APPLICABLE) OR MSE CERTIFICATE TOWARDS EXEMPTION OF EMD
4. PRE- QUALIFYING REQUIREMENT (PQR)
5. TECHNO-COMMERCIAL BID

PART-II

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING OF PART-I
3. PRICE BID

Clause 3.1:

The Part-I & part-II shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as:

“TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON ----- CONTAINING PART-I & PART-II OF THIS OFFER.” Vendor’s full name and address should be clearly mentioned on **the envelope and shall be addressed to:**

To,

**Head of Materials Management,
Heavy Electrical Equipment Plant,
BHEL,
Hardwar- 249403**

Clause 3.2:

Envelopes not marked as above are liable to be ignored and will not be opened.

Clause No. 4:

As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

Clause No. 5:

The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

NOTE: PLEASE VISIT OUR SITE WWW.BHELHWR.CO.IN FOR GENERAL INSRUCTIONS AND STANDARD TERMS AND CONDITIONS (GISTC) FOR TENDER ENQUIRIES. ALL THE BIDDERS/VENDORS MUST ENSURE COMPLIANCE OF THESE GISTC. GISCTC CAN ALSO BE REFERRED BY LOGIN TO B2B PORTAL FOR VENDORS.

For & on behalf of BHEL, Hardwar.
AGM (Capital Purchase)

BHEL Standard Terms	Vendor's Acceptance
<p>1. Payment terms:</p> <p>A) <u>For indigenous supply:</u></p> <p><u>Through Bank</u></p> <p>80% of Supply value to be paid against dispatch documents through bank and balance 20% of supply value + E&C charges (all the services provided at BHEL) will be paid after satisfactory erection & Commissioning and submission of PBG of 10% of total PO value in BHEL prescribed format from any consortium bank of BHEL and valid for 30 days beyond warranty period.</p> <p>Note for GST Payment: Payment of GST will be made after submission of signed and stamped GST certificate, enclosed.</p>	
<p><u>Direct Payment Term:</u></p> <p>In case of direct payment, 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.</p> <p>Note for GST Payment: Payment of GST will be made after submission of signed and stamped GST certificate, enclosed.</p>	
<p>Payment term:</p> <p><u>B) For Import supply:</u></p> <p><u>Direct Payment Term:</u></p> <p>In case of direct payment, 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.</p>	

<p>Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms: If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value.</p> <p>Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:</p> <p>Base rate of SBI as applicable on the 31st March of preceding year from tender due date + 6% (per annum), of Basic cost of the item.</p>	
<p>2. PBG terms</p> <p>Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format in the currency of order. The PBG confirmation charges shall be borne by vendor. This bank guarantee shall have to be submitted before release of last balance payment.</p> <p>Note : In case of foreign vendors if some indigenous supply is involved then PBG value shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.</p>	
<p>3. Contract Execution Bank Guarantee (CEBG):</p> <p>Vendor has to submit Contract Execution Bank Guarantee for 10% of the total PO value (Supply Value) in the currency of order within 30 days from the date of purchase order in the form of Bank Guarantee in BHEL format from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by any Indian branch of BHEL consortium bank. CEBG shall be kept valid until 30 days after the date of E&C certificate, which will be issued on completion of Erection & Commissioning of equipment which includes erection, commissioning, job proving, performance tests, training to operators etc. as prescribed in PO.</p> <p>If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with BHEL's extant guidelines for Suspension of Business dealings with Suppliers.</p> <p>Under all circumstances, CEBG shall be kept valid till the PBG becomes operational.</p> <p>Note : In case of foreign vendors if some indigenous supply is involved then Contract Execution Bank Guarantee shall be of combined</p>	

<p>order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.</p>	
<p>4. CURRENCY OF PAYMENT: Freely tradable currency like Euro/USD/CHF/GBP/YEN/Rupees etc. For indigenous supply the currency shall be Indian Rupees.</p>	
<p>5. Insurance: Insurance shall be arranged by BHEL only.</p>	
<p>6. CHARGES FOR SERVICES AT BHEL HARIDWAR: Services to be rendered at BHEL Haridwar like commissioning, proving, training to operators, supervising foundation work etc.</p> <p>For Indian Suppliers: It should be quoted in Rupees.</p> <p>For Foreign suppliers: If supervision is being carried out by persons residing in India, it should be quoted in Indian Rupees.</p> <p>These charges are essentially to be indicated separately in price bid. Vendor to confirm BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's representatives visiting BHEL Haridwar for Commissioning</p> <p>Total commissioning 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 commissioning values are not mentioned in the offer, value for commissioning 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 commissioning payment as per clause no. 1 of</p> <p>'ANNEXURE I: ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR' above. The estimated percentage of erection & commissioning value is: 5% of equipment cost</p>	
<p>7. TAXES: All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required. Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN. At present TDS rate without PAN is 20% and with PAN as per DTAA with the particular country.</p>	
<p>8. ORDER ACCEPTANCE: Order acceptance (ink-signed) must be submitted within 07 days from the date of PO.</p>	
<p>9. Submission of Bank Guarantee: All bank guarantees like performance bank guarantee should be from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL (Annexure III) and the bank guarantees should be in the format as prescribed by BHEL (Annexure IV). The performance bank</p>	

<p>guarantee as well as the list of consortium banks is displayed at BHEL web site www.bhelhwr.co.in however, in case the bank guarantee is not from Indian branch of BHEL consortium banks, then the vendor has to confirm bank guarantee on any Indian branch of consortium bank and all the bank charges are to be borne by the bidder.</p>	
<p>10. Time Period for Supply and Commissioning of equipment: (Bidder should quote time period separately for 'Supply' and 'commissioning' of equipment.)</p> <ul style="list-style-type: none"> • Earliest Time period (from the date of PO) required by bidder for supply of equipment : _____ Note: Where deliveries quoted by the vendors are not suiting, BHEL may also ignore the offer of the vendor. • Earliest Time period (after the 1st intimation by BHEL to supplier) required by bidder for commissioning of equipment: _____ Note: Time period required for E&C of equipment by vendor is: two month from the date of first call to vendor by BHEL for E&C to vendor. 	
<p>11. Late delivery penalty Clause: Penalty on delay in 'Supply' and/or 'commissioning will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'commissioning'.</p> <p>A. For delay in supply: The rate of penalty for delayed Supply shall be @ 0.5% of total PO value per week or part thereof subject to a maximum of 10% of total PO value (Supply).</p> <p>B. For delay in commissioning: The rate of penalty for delayed commissioning shall be @ 0.5% of total PO value per week or part thereof subject to a maximum of 10% of total PO value (Supply + commissioning).</p> <p>Maximum penalty for delay in Supply and commissioning together shall be limited to 15% of total PO value (Supply + commissioning).</p> <p>In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + commissioning) for the delayed machine.</p> <p>In case any bidder is not accepting the above penalty for delayed Supply and/or commissioning, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.</p> <p>In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.</p> <p>Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall</p>	

<p>submit milestones for various activities in co-relation with Supply and commissioning period quoted by him. For the purpose of penalty for delay commissioning of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. For calculating Late Delivery penalty delivery date shall be considered as per following:</p> <p>1. Indigenous Suppliers:</p> <p>a. Delivery Ex-works:- Date of GR /LR b. Delivery FOR Transporter Godown:- Date of GR/LR c. Delivery FOR Destination:- Date of receipt at BHEL Haridwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank)</p> <p>2. Import Supply:</p> <p>a. Delivery FOB / FCA port of discharge:- Date of BL/AWB b. Delivery C&F / CPT port of destination:- Date of BL/AWB</p>	
<p>12. Delivery basis :</p> <ul style="list-style-type: none"> • For Import : (A) SEA CONSIGNMENTS: Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) C&F Landing Port. <p>(B) AIR CONSIGNMENTS: Please quote your rates with both the options: (a) FCA dispatching Airport & (b) CPT Landing Airport. (Sea / Air Freight charges for import items must essentially be quoted and indicated separately in price bid.)</p> • For Indigenous: Delivery must essentially be FOR BHEL Haridwar basis. (Freight charges for indigenous items must essentially be quoted and indicated separately in price bid.) 	
<p>13. Settlement of Disputes: For Indigenous Source: In all cases of dispute the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.</p> <p>JURISDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.</p>	
<p>14. Settlement of Disputes: For foreign Source:</p> <ul style="list-style-type: none"> • If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less 	

<p>than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.</p> <ul style="list-style-type: none"> • All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator. • The place of arbitration shall be New Delhi. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. 	
<p>15. Drawing / data approval: (If applicable) Any drawing / data approval, if required, from BHEL after placement of order shall be the responsibility of the vendor and any delay on account of the same shall be the responsibility of the vendor and have no bearing on the penalty applicable.</p>	
<p>16. Drawing / design / information use (if applicable): The vendor to confirm that the drawing / design / information enclosed with the enquiry / proposed order will not be parted to any other agency and will also not be used for manufacturing for any other customer.</p>	
<p>17. Authorization for pre-inspection: BHEL is authorized to pre inspect the material at vendor's works as per the enclosed technical specifications. The material will be dispatched only after getting clearance from BHEL. Vendor should give PDI call at least 2 weeks in advance. For foreign suppliers, PDI call should reach BHEL at least 45 days in advance. If supplier fails to give pre-inspection call within stipulated time, this will not be a reason of penalty waiver or delivery extension. Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and training will be borne by BHEL.</p>	
<p>18. Attending to any complaint during warranty period: Vendor will have to ensure deputation of their people for attending to any complaint during warranty period within 6 days of intimation. In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.</p>	
<p>19. Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.</p>	
<p>20. Import Supply: a. Phyto-sanitary Certificate essential for packages (Wooden) b. Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents.</p>	

<p>21. Validity: Validity of the offer should be 180 days from tender opening date.</p>	
<p>22. Bank Charges: Bank Charges on either side. Or your prices will be loaded suitably</p>	
<p>23. Participation in Reverse Auction: BHEL may decide to process the case through RA (As per Annexure-V attached). Vendors to give their confirmation for participation in Reverse Auction process.</p>	
<p>24. Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address</p>	
<p>25. Foreign Suppliers: Dispatching port & Country to be mentioned essentially</p>	
<p>26. Total weight -- /Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)</p>	
<p>27. Risk Purchase Clause: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier.</p> <p>Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.</p>	
<p>28. Force Majeure Clause: a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.</p> <p>b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.</p> <p>c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.</p> <p>d. Evidence for this would be “Force Majeure” certificate issued by chamber of commerce of the concerned country.</p>	

<p>29. War Like Situation: If the war like situation has developed in a country where a vendor's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.</p>	
<p>30. Details to be furnished by bidder i) Kindly specify the category of your registration under GST like Registered, Unregistered and composite dealer.</p>	
<p>ii) Kindly furnish your GST registration number, State Code and Name of the State of both the agency who will raise invoice & from where goods will be dispatched.</p>	
<p>iii) The bidder shall clearly indicate HSN (<i>Harmonised System Nomenclature</i>) / SAC (<i>Service Accounting Code</i>), and its description.</p>	
<p>iv) Kindly furnish the rate of GST applicable on your item against subject tender enquiry</p>	
<p>31. Make in India Clause: For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this Tender Enquiry but before finalization of contract/ PO/ WO against this tender enquiry. (Copy of Order 2017 dated 15.06.2017 & 28.05.2018 are enclosed). In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Nodal Ministry wherever mentions shall be The Nodal Ministry of Government of India.</p>	
<p>Note 1: Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.</p>	
<p>Note 2: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer.</p>	

ANNEXURE – I

ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

ANNEXURE-II

PRICE SCHEDULE

For import supply

Description	Unit Price (in foreign currency)	Total Qty (No.)	Total Price (in foreign currency)
Motorized Working Platform for Stator Core Assembly to LSTG (as per enclosed Technical Specifications)		01	
Total Essential Toolings / Consumables (ex works) (as per clause 5.0 of technical Specifications) — item wise price break up to be indicated against each clause of technical specification.			
Total Spares (ex works) (as per clause 6.0 of technical Specifications) — item wise price break up to be indicated against each clause of technical specification.			
Training of BHEL Engineers (as per clause 12.1.1, 12.1.2, 12.1.3 & 12.1.4 of technical specifications) (per week and per person basis)			
Packing & Forwarding charges (FOB / FCA Charges)			
Total FOB (For sea) / FCA (For Air) cost =			
Freight Charges (Sea / Air freight charges essentially to be quoted)			
Total C&F / CPT cost =			
**Total Erection & commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break up to be indicated against corresponding clause 10.0 of technical specification)			
GST on Erection & commissioning charges (mention applicable rate of GST)			

For indigenous supply

Description	Unit Price (in Indian rupees)	Total Qty (No.)	Total Price (in Indian rupees)
HYDRAULIC TRACK JACK 15 T CAP. (NON INFRINGING) (as per enclosed Technical Specifications)		02	
MECHANICAL TRACK JACK 8 T CAP. (NON INFRINGING) (as per enclosed Technical Specifications)		02	
Total Essential Toolings / Consumables (ex-works) (as per clause 5.0 of technical Specifications) – item wise price break-up to be indicated against each clause of technical specification.			
Total Spares (ex-works) – item wise price break-up to be indicated against each clause of technical specification.			
Training of BHEL Engineers (as per clause 12.1.1, 12.1.2, 12.1.3 & 12.1.4 of technical specifications) (per week and per person basis)			
Packing charges			
Forwarding charges			
Freight up to BHEL Haridwar stores			
GST on total supply value (mention applicable rate of GST)			
Total supply cost at BHEL Haridwar =			
**Total Erection & commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break up to be indicated against corresponding clause 10.0 of technical specification)			
GST on Erection & commissioning charges (mention applicable rate of GST)			

Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications.

** Total Erection & commissioning 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 commissioning values are not mentioned in the offer, value for commissioning 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 commissioning payment as per clause no. 1 of 'ANNEXURE – I: - ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR' above.

~~The estimated percentage of erection & commissioning value is: 5% of Equipment cost.~~

NOTE:

- a) Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION. Wherever the prices mentioned are unit prices, it should be clearly specified.
- b) Per day per person rates against each category of training at vendor's work must be mentioned separately in Technical Specification.
- c) Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optional as indicated in specification will not be taken for evaluation.
- d) Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
- e) Following details shall be provided in separate Annexure.
 - i) Unit prices for variable items.
 - ii) Prices for any other OPTIONAL items.
- f) Transit insurance shall be arranged by BHEL.
- g) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- h) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- i) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- j) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- k) Payment of GST will be made after submission of signed and stamped GST certificate, enclosed.
- l) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- m) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.

- n) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- o) The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.
- p) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- q) IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE: Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.
- r) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However, while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.
- s) Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.
- t) **The evaluation of tender shall be on the basis of "Total Landed cost at Destination" including Supply and Commissioning. For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.**
- u) Indigenous suppliers: Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.
- v) The comparison between foreign and indigenous bids shall be done based on the **Total Landed cost at Destination** basis.
- w) BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor works (if required)
- x) BHEL reserves the rights to place order for tendered quantity on more than one vendor
- y) **As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)**
- z) **The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.**

Note:

1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days' notice to come prepared with the required documents/ clarifications. No

extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**

2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelope. They will also be required to submit copy of un-priced price bid of these impacts in a 3rd sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

1. All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

Date :
Signature :
Name :
Designation :
Department :
M/s

* Please check the list of consortium banks on the following web site www.bhelhwr.co.in every time a bank guarantee is executed.

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank



WAM-28

Proforma for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division HEEP Hardwar (hereinafter called the Company') having agreed to exempt----- (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement date. ----- Made between -----and ----- for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ----- (Rupees-----only).

1. We, _____ (Indicate the name of the Bank) _____ (hereinafter referred to as 'the Bank') at the request _____ (Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
2. We, _____ (indicate the name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of the Bank) _____ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all the liability under this guarantee thereafter.
5. We, _____ (indicate the name of the Bank) _____ further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or

any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We, _____ (indicate the name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____ (indicate the name of the bank) _____

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTIONING

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 (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

“BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

*The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.***

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).”

(This document to be filled in Duplicate & to be sent back to BHEL Haridwar)

NON DISCLOSURE AGREEMENT

~~THIS AGREEMENT~~ is entered into the ____th day of _____ (“effective date”), by and between Bharat Heavy Electricals Ltd (“BHEL”), a company incorporated under the Companies Act 1956 having its registered office at BHEL House, Siri Fort, New Delhi-110 049, having a factory at Heavy Electrical Equipment Plant, Ranipur, Haridwar-249403 (Uttarakhand), India which expression unless repugnant to the context or meaning hereof shall mean and include its successors & permitted assigns, hereinafter referred to as “BHEL” or “Disclosing Party” and _____, hereinafter referred to as the “Receiving Party”:

~~WHEREAS~~, BHEL, an engineering and manufacturing enterprise in India, has invited bids for Supply, Erection and Commissioning of **Phased Array Ultrasonic Testing System as per enclosed specifications as per tender no. C/6520/2018/4912/T1**; and ~~WHEREAS~~, BHEL is required to disclose certain Technical drawings/information **as referred in document ‘Specification Cum Compliance Certification For Phased Array Ultrasonic Testing System: 1 Number’ of tender no. C/6520/2018/4912/T1**, hereinafter referred to as “Technical Information” to the Receiving Party to enable them to submit their bids; and

~~WHEREAS~~, BHEL desires that the said Technical Information disclosed to the Receiving Party should be treated as confidential and not disclosed to any other party in a manner otherwise than what has been provided under this Agreement;

~~NOW THEREFORE~~, in consideration of the mutual promises recited herein, the parties agree to the following:

- ~~1. Purpose.~~ This Agreement sets forth the rights and obligations of the parties with respect to the use, handling, protection, and safeguarding of Technical Information and the responsibility of the Receiving Party to safeguard and protect such Technical Information.
- ~~2. Limits of Agreement.~~ This Agreement and the Technical Information transmitted hereunder shall not be construed as:
 - ~~a.~~ creating any obligation on either party to enter into any future contractual relationship of any kind; or
 - ~~b.~~ granting or conferring any express or implied rights by license or otherwise for any invention or discovery, any patent covering such invention or discovery, or any trade secret or proprietary Technical Information, except as provided herein; or
 - ~~c.~~ providing any right to use or sell information or products described in the Technical Information provided under this Agreement; or
 - ~~d.~~ creating a partnership, joint venture or other business relationship between the parties; or
 - ~~e.~~ altering any obligations, responsibilities, or rights which either party may have under any contract; or

~~f. providing for the sharing of profits or losses arising out of the efforts of either or both parties.~~

~~3. **Limitations on Use and Disclosure of Technical Information.** Technical Information received by the Receiving Party under this Agreement shall be subject to the following restrictions on use, reproduction and disclosure:~~

~~a. Such Technical Information shall not be disclosed to any third party without the prior written consent of the Disclosing Party.~~

~~b. Such Technical Information shall be disclosed only to those persons who are employed by the Receiving Party, contract labor, consultant, or any other temporary, full or part-time labor categories who have a "need to know" in connection with the Purpose stated above.~~

~~e. If the Receiving Party is confronted with legal action to disclose such Technical Information received under this Agreement, the Receiving Party shall promptly notify the Disclosing Party in writing in order to enable the Disclosing Party to seek an appropriate protective order. The Receiving Party shall reasonably assist the Disclosing Party in obtaining a protective order requiring that any portion of such Technical Information required to be disclosed be used only for the purposes for which a court issues an order, or for other such purposes required by law.~~

~~d. The Receiving Party may use Technical Information only for the purpose authorized by the Disclosing Party.~~

~~e. Technical Information shall not be copied or reproduced by the Receiving Party without the express written permission of the Disclosing Party, except for such copies as may be reasonably required for accomplishment of the purpose for which the Technical Information was given.~~

~~4. **Liability for Disclosure.** The Receiving Party shall instruct its employees of their obligations to maintain the confidentiality of Technical Information obtained from the Disclosing Party under this Agreement. In addition, each party shall be responsible for any actions on the part of its respective employees for any improper disclosure of Technical Information, which is disclosed to such employee.~~

~~5. **Assignment.** Neither party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior written consent of the other party; provided, assignment may be made to any entity succeeding to the entire interest of a party's business or the business of the division or group originally responsible for performance hereunder.~~

~~6. **Technical Data Protection.** The Receiving Party agrees to protect Technical Information provided by the Disclosing Party to it in accordance with this Agreement.~~

~~In the event that the Receiving Party does not protect said Technical Information as required by this Agreement the defaulting party shall be liable to indemnify the Disclosing Party for any direct, indirect or consequential loss or damage suffered due to the breach of this Agreement.~~

~~7. **Applicable Law.** This Agreement shall be construed by the laws of India and subject to the exclusive jurisdiction of courts at Haridwar.~~

~~8. **Waiver of Breach.** Any waiver by either party of a breach of the terms and conditions of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other term and condition hereof.~~

9. ~~**Entire Agreement.**—This Agreement contains the entire understanding between the parties concerning the subject matter hereof, superseding all prior contemporaneous communications, agreements, and understandings between the parties with respect to the disclosure and protection of Technical Information relating to the Purpose of this Agreement. The rights and obligations of the Parties shall be limited to those expressly set forth herein.~~

10. ~~**Dispute Resolution.**—All disputes, differences and / claims between the Parties under this Agreement shall be settled in an amicable manner in the first instance. In case the Parties fail to arrive at a settlement within sixty (60) days of the matter being referred by the aggrieved Party to the other, such disputes shall be finally settled in accordance with the provisions of The Arbitration and Conciliation Act, 1996 . The arbitrator shall be appointed by the unit head of HEEP, BHEL, Haridwar.~~

—~~The place of the arbitration shall be Haridwar. The language of the arbitration shall be English. The Arbitrator shall record reasons for the award and the decision of the arbitral shall be final. The award shall be binding upon the Parties and such decision may be enforced by any court of competent jurisdiction.~~

~~IN WITNESS WHEREOF, both parties have caused this Agreement to be executed with duplicate original copies by their duly authorized representatives.~~

BHEL:

Other party:

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Annexure VII

Certificate by Chartered Accountant on letter head

This is to Certify that M/s, (Hereinafter referred to as 'company') having its registered office atis registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II) dtd:..... Category:..... (Micro/Small). (copy enclosed).

Further verified form the Books of Accounts that the investment of the company as on date as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006: Rs.....Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006: Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of Rs..... Lacs formicro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) (**Strike off whichever is not applicable**) and the date of graduation of such enterprises from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-
Membership Number-
Seal of Chartered Accountant

Certificate of Goods and Service to be furnished by Supplier with each bill / invoice

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl.No	PO No / Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory
GST No:

**Format for Self Certification under preference to Make in India order
Certificate**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum local content (50%) as defined in above orders for the material against Enquiry No. _____

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Supplier