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**TENDER NO. BHEL/PSNR/SCP/MKJ/ E- 2057**

**TENDER SPECIFICATIONS**

**FOR**

**SUPPLY OF ONE NUMBER STRAND JACK SYSTEM  
AND SPARES AS PER ENCLOSED SPECIFICATIONS.**

**PART I – TECHNICAL BID**



**Bharat Heavy Electricals Limited  
(A Govt. Of India Undertaking)  
Power Sector – Northern Region,  
Plot No. 25 , Sector - 16A ,  
Distt. Gautam Budh Nagar, NOIDA – 201 301 (INDIA)**



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

**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**Power Sector – Northren Region,**  
**Plot No. 25 , Sector - 16A ,**  
**Distt. Gautam Budh Nagar, NOIDA – 201 301 (INDIA)**  
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## **TENDER NO. BHEL/PSNR/SCP/MKJ/ E- 2057**

### **IMPORTANT NOTE**

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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ISO 9001-2000, ISO 14001  
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### TENDER NOTICE

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL Sites in India :-

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
<b>BHEL/PSNR/SCP/ MKJ/ E- 2057</b>	<b>Supply of one number Strand Jack System and spares</b> as per detailed specifications enclosed with tender enquiry at Annexure 1.  <b>Quantity Required - One No.</b>	<b>22-11-2010</b>  3.30 PM (IST)

#### **Notes:**

1. For detailed tender enquiry, please visit **BHEL web site [www.bhel.com](http://www.bhel.com)**
2. Tenders to be accompanied with full Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lacs only) from Indian bidders '**OR**' US dollar 5000 (US Dollar Five Thousand only) from foreign bidders as per clause no. 6 of the Tender. Tenders not accompanied with full EMD will not be considered.

#### **QUALIFYING REQUIREMENTS OF BIDDERS FOR PARTICIPATING IN TENDER:-**

- 1) Bidder must have supplied at least 3 sets of Strand Jack Systems of equal (as per tender specification) or higher capacity during last 3 years (ending date of submission of tenders).
- 2) Bidder must submit Performance Certificates & copy of Purchase Orders alongwith contact details of customers for at least three sets of strand jack systems.

**DGM/PUR**



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

**Bharat Heavy Electricals Limited**  
(A Govt. of India Undertaking)  
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### **NOTICE INVITING TENDER (NIT)**

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL Sites in India :-

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/PSNR/SCP/ MKJ/ E- 2057	<b>Supply of one number Strand Jack System and spares</b> as per detailed specifications enclosed with tender enquiry.  <b>Quantity Required - One No.</b>	<b>22-11-2010</b>  3.30 PM (IST)

### **QUALIFYING REQUIREMENTS OF BIDDERS FOR PARTICIPATING IN TENDER:-**

- 1) Bidder must have supplied at least 3 sets of Strand Jack Systems of equal (as per tender specification) or higher capacity during last 3 years (ending date of submission of tenders).
- 2) Bidder must submit Performance Certificates & copy of Purchase Orders alongwith contact details of customers for at least three sets of strand jack systems.

#### **NOTES:**

1. The bidder shall either be Manufacturer of the offered strand jack system or their authorized Indian agent.
2. In case the bidder is an authorized agent/dealer, they shall submit authorization of the manufacturer (OEM) along with the technical bid.
  - 2(a) Precise relationship between foreign suppliers and their Indian agents and their mutual interest in the business to be disclosed.
  - (b) Any payment, which the agent/associate receives in India or abroad, from the producer/supplier, whether as a commission or as a retainer fee, also need to be brought on record and made explicit so as to ensure compliance to tax laws and to prevent leakage of foreign exchange.
  - (c) The amount of agency commission, agreed to between the foreign principal and the Indian agent, is to be specifically disclosed and the agency commission shall be paid in INR only by BHEL after deducting the amount from the total Order Value.
  - (d) Indian agents of a foreign supplier who desire to quote on behalf of their Principal should be registered with DGS&D, Ministry of Finance in India.
  - (e) It should be ensured by manufacturer that the Indian agent is not banned by BHEL.
3. The bidders shall enclose details/documents in support of 'QRs' given above in their technical bid (Part-I). For each qualifying requirement given above, the bidder shall submit the documents specifically in line with the Qualifying Requirements, such as copies of relevant

Purchase Orders , contact details of clients, Certificates related to supply and operation of Strand Jack Systems etc as applicable along with the technical bid.

4. The bidders shall submit Annual Financial report (Balance sheet and Profit & Loss Account) for last three years in their Technical bid (Part I) in English language or duly translated into English certified by authorized translator.
5. The bidders shall submit their latest company profile document alongwith the Technical bid.
6. The Tender Documents comprise of following;
  - (1) Technical specifications.
  - (2) Special Terms & Conditions.
  - (3) General Terms & Conditions.
  - (4) Rate Schedule (Price Bid)
7. Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from **the web site (www.bhel.com)**.
8. Bidder(s) can also collect hard copy of tender documents from this office. Tender documents (non transferable) will be issued **free of cost on** all working days between 09.30 Hrs. to 12.30 Hrs within the period i.e **upto 22-11-2010**. Request for issue of tender document should clearly indicate Tender No. and item.
9. Tenders must be submitted to the undersigned latest by 22-11-2010 before opening of technical bids commences at the following address:

M/s Bhatat Heavy Electrical Limited  
Power Sector-Northern Region  
Plot No. 25, sector 16A  
Gautambudhnagar,  
Noida-201301  
Uttar Pradesh, India.

. Technical bids shall be opened at 15.30 Hrs. on 22-11-2010. **Late Tenders will not be accepted.** Tenders can either be delivered in person or sent at the above mentioned address by **COURIER/REGISTERED POST**, to the official inviting tender(s). It shall be the responsibility of the bidder to ensure that the tender is delivered in time as tenders received after the **Due Date** and **Time** of opening are liable to be rejected.
10. **Earnest Money Deposit (EMD)** : Refundable, Non-interest bearing **EMD of** Rs. 2,00,000/- (**Rupees Two Lacs only**) from Indian bidders or **US dollar 5000/- (US Dollar Five Thousand only)** from **foreign bidders** shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of " Bharat Heavy Electricals Limited" payable at Delhi/NOIDA.
11. Tenders not accompanied with Full Earnest Money Deposit, as indicated above, are liable to be rejected.
12. The delivery for the Strand Jack System shall be FOB at Port of Origin OR C&F at Mumbai Port by Ocean Freight in case of Foreign Bidders as per Order placed according to clause 16 of Special Terms & Conditions.. In case of Indian Bidders delivery shall be Ex-Works.
13. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
14. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

15. BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation. **As such, the bidders should submit their best prices in the 'Sealed Price Bid'.** However, bidders are required to confirm their acceptance of "General terms and conditions" governing RA (Annexure IV) specifically in their technical bid. The "General terms and conditions" governing RA are given in the Annexure-IV of the Tender Enquiry. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose (RA).

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

- a. Name and Designation of official
  - b. Postal Address (Complete)
  - c. Telephone Nos. (Land line & Mobile both)
  - d. FAX No.
  - e. E-mail address
  - f. Name of Place/State/Country, wherefrom he will participate in the RA.
16. BHEL may negotiate the tender if the quoted rates/terms are found to be unreasonable or in unacceptable range.
17. Bids, once submitted, shall not be returned.

**DGM/SCP**



## SPECIAL TERMS AND CONDITIONS

Sealed tenders in Duplicate in two part bid system i.e. Part-I – Techno-Commercial bid alongwith EMD and Part-II - Price Bid are invited for supply, supervision of installation and commissioning of **ONE NUMBER STRAND JACK SYSTEM** as per detailed specifications so as to reach us before the date of opening. **The tenders(Part I only) will be opened at 15.30 Hrs (IST)on 22-11-2010.**

The tenderers are advised to submit the bid in conformity with the following :-

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

**1.1 (Part – I) --Techno-Commercial bid alongwith EMD. It should include the following :-**

- i) **‘EMD’ as per clause 10 of NIT by Demand Draft in favour of M/s Bharat Heavy Electricals Limited, Delhi/Noida failing which the offer is liable to be rejected. EMD shall be in separate envelope marked as “EMD for the Tender No.... Dtd.....”**
- ii) **Technical specifications of the offered Strand Jack System as per Annexure-I** along with necessary catalogues, drawings, load charts and technical literatures for engine, torque convertor, load moment device, pumps and motors of the offered Strand Jack System.
- iii) **List of essential spares as required for two year operations to be submitted along with technical bid.**
- iv) The bidders shall enclose details/documents in support of ‘QRs’ given above in their technical bid (Part-I). For each qualifying requirement given above, the bidder shall submit the documents specifically in line with the Qualifying Requirements, as given above in the NIT.
- v) **Authorization from the manufacturer of offered strand jack system in favour of the dealer, in case the bidder is an authorized Indian dealer.**
- vi) **Order shall be placed on the original manufacturer (OEM) only.**
- vii) Details of safety devices / controls to be provided in the strand jack system as per standard and as optional.
- viii) **Details of SHIPPING FREIGHT to be submitted.**
- ix) **Rate Schedule (Un-Priced)—with a confirmation that all the items of the Rate Schedule of this NIT have been quoted.**
- x) Details of service facilities available in India for ‘After Sales Service’.
- xi) Acceptance to commercial terms and conditions.
- xii) **‘Deviation Statement’ from tender conditions of this NIT as per Format A.**



## 1.2 Part II (Price bid) :-

- a) As per Rate Schedule format enclosed **Annexure- II(A)**for foreign bidders /**Annexure II(B)** for Indian bidders.

- i) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. **The bidders are required to quote the rates as per rate schedule only, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected.** No cutting / erasing /overwriting shall be done in the price bid , or correction if any shall be duly authenticated by the signatory. **Quoted Prices shall remain firm till complete execution of the contract.**

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

### Part I: Techno-Commercial Bid along with EMD:-

Tender for :

Tender No. :

Due on :

### Part II (Price bid)

Tender for :

Tender No. :

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

**Tender for :**

**Tender No.:**

**Due on:**

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

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

- 5 **Inspection and Supervision of Installation & Commissioning & Training: -**

The supplier shall offer the Strand Jack System for pre dispatch inspection and load test at manufacturer's works as per international norms and as per mutually accepted quality plan (to be submitted by manufacturer), according to the load charts supplied along with the offer. The tests shall be carried out in presence of BHEL engineers or its nominated representative. Expenses of BHEL inspection engineer & training at Works towards too & fro travel between India and manufacturer's location, stay and local conveyance in manufacturer's place will be borne by BHEL. **For inspection of Strand Jack System at manufacturer's works advance intimation shall be given by the supplier to BHEL which shall not be less than 30 days from the date of inspection.**

Installation and commissioning of strand jack system at site will be under supervision of competent engineer from the manufacturer. **The Load test and Acceptance Test shall be carried out on assembly / commissioning of strand jack system at site in presence of engineers from manufacturer and equipments will be taken over on**

successful completion of such tests. At site in India, load test shall be carried out with drum lifting of boiler.

**Training:-** Necessary training for operation & maintenance shall be given to three BHEL personnel free of charge for 3 weeks at manufacturers works and again at site for another 2 weeks during first drum lifting and commissioning. For training as well as supervision of commissioning at site expenses for to & Fro Travel and accommodation for bidder/manufacture's engineer between the place/country of origin and the destination site shall be borne by the bidder. BHEL will provide free local conveyance at BHEL's project site for the period of stay of manufacturer's engineer.

- 6 **The delivery required shall be within twelve weeks from date of receipt of LOA/P.O. However, tenderers should indicate the best possible delivery period.**
- 7 **Offers should be valid for a period of 180 days from the date of Techno-Commercial bid (Part-I) opening.**
- 8 **Service support of the equipment under purchase is of utmost concern.** Tenderers shall elaborate on the service network and spare parts availability which are to be ensured to maintain the equipment after initial commissioning and completion of warranty period. In case service/spare parts facilities are not available in India, tenderers shall indicate the maximum possible time in making such services available from places outside India.
- 9 The equipment being offered, should be of robust design and suitable for operations in Indian climatic conditions such as saline atmosphere, ambient temperature up to 50<sup>0</sup> C. The electrical and controls should be tropicalised to withstand such climatic conditions.
- 10 **The tenderers shall also submit following information alongwith techno-commercial bid (Part-I) :-**
  - b) Gross / Net weight of Equipment along with accessories in Kgs.
  - c) Volume of cargo in packed condition in Cubic Meter.
  - d) Number of packages and their individual weight/volume in MKS system, alongwith tentative shipping list.
  - e) Name of the nearest load port and its distance from works.
  - f) Approx. voyage time from load port to the port in India ( in case of foreign bidders).
  - g) Ocean Freight from load port to the port/destination in India. **To be furnished in Rate Schedule format – Annexure- II(A)for foreign bidders.**
  - h) **'Name of Original Foreign Supplier with their complete address'** on whom Order is proposed to be placed /issued.
  - i) In case of payment through Letter of Credit, names of Beneficiary and Banker with account details.
  - j) **IF THE EQUIPMENT IS IMPORTED THEN ALL FORMALITIES FOR PORT AND CUSTOM CLEARANCE SHALL BE CARRIED OUT BY BHEL INCLUDING INLAND TRANSPORTATION TO THE DESTINATION SITE. HOWEVER, THE BIDDER SHALL RENDER ALL NECESSARY ASSISTANCE / SUPPORT INCLUDING TIMELY FURNISHING OF REQUIRED DOCUMENTS FOR ABOVE.**

**Notes:** (i) Letter of Credit (L/C) can be opened only in the name of the original foreign supplier and it should be same on whom Purchase order is to be issued. L/C shall be established by BHEL after inspection of the Strand Jack System at Works OR its waiver prior to shipment of Strand jack consignment for the 100% order value including cost of supervision & commissioning of strand jack system. However payment shall be released as per clause ' Payment Terms of the NIT). The supplier shall intimate dispatch plan well in advance. **Indian suppliers shall not be paid through LC.**

All LC processing charges, except opening charges with our Bankers, shall be borne by the beneficiary i.e. the supplier. Charges for any amendment attributable to the beneficiary/applicant will be on account of beneficiary/applicant.

- ii) **Normally no deviation to the tender conditions are accepted. In case of any deviations taken by bidders and not withdrawn subsequently, BHEL reserves the right to either reject the offer or load the offer appropriately for evaluation purpose, based on nature of deviation.** The loading criterion in such cases will be communicated to the bidders which will be final and binding. Any deviation found subsequently at any time during execution of order shall be treated null and void.

Tenders shall be submitted strictly in accordance with the requirements of tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately. Technical deviations and Commercial deviations shall be furnished in separate sheets under the headings **"TECHNICAL DEVIATIONS"** and **"COMMERCIAL DEVIATIONS"** respectively, along with reasons for taking such deviations. Deviation(s) mentioned elsewhere but not included in the Schedule of Deviations as above, shall not be accepted.

- (iii). **For evaluation of bids, since the bids are expected to be in different currencies, the exchange rate shall be considered as 'T.T. selling rate' of State Bank Of India on the date of Technical Bid opening. In case of Holiday, rates for previous day shall be considered.**

**11 Payment Terms:** The supplier shall adhere to the following payment terms for supply of Strand jack System:-

- a. 80% of Ex-works/FOB value of Strand Jack System and spares against dispatch documents.  
The set of despatch documents for 80% payment shall be as follows
  - Three Original of tax Invoices( Invoice). The invoice to clearly indicate detail of spares (As per point no. 19 of Tech Specs) and lubricants/consumables (Required for commissioning of Strand Jack system) despatched along with consignment.
  - Full set of Clean on Board Bill of Lading- **In-Original (In case of foreign supplier)**
  - One original and one copy of Packing List
  - Certificate of Country Of Origin issued by appropriate authorities **(In case of foreign supplier).**
  - Load Test Certificate of the Strand Jack System at Manufacturer Works, duly certified by BHEL or its Authorised Agency or its waiver.
  - Warranty Certificate for the goods
  - Certificate confirming that three sets of Catalogue of Strand Jack System model supplied, operating & maintenance manuals supplied, shop manual for bought out items and repair manual as per Technical Specifications have been dispatched to BHEL, with proof of dispatch.
  - Certificate confirming "goods supplied are new".
- b. 100% Taxes/Duties as applicable against dispatch documents.
- c. 10% of Ex-works/FOB value of Strand Jack System and essential spares on installation, testing and commissioning of Strand Jack System at site.
- d. Balance 10% of ex-works/FOB value of Strand Jack System and essential spares along with Supervision charges for assembly, testing and commissioning of Strand Jack System at BHEL site within 30 days of commissioning / acceptance test at site against performance bond / Bank Guarantee of 10% of total order value valid as per clause 12 of General Terms and Conditions.
- e. 100% Ocean freight on receipt at port and custom clearance of the total consignment (Strand Jack System and spares) in case of foreign supplier.

**NOTES:-**

**Tenderers are required to specifically confirm acceptance of these payment terms in their techno-commercial offer (Part-I Bid).**

**12      Warranty :-**

The Strand Jack System offered shall carry a warranty for a period of 12 months from the date of installation and successful commissioning at site or 2000 hrs. of operation, whichever occurs earlier. **Rectification / replacement required during the warranty period will be arranged by the supplier free of cost including to and fro transport charges and import duty/excise duty/other taxes/insurance etc payable on replacement items.**

**13      For Strand Jack System the supplier shall provide three free service visits of their service engineer from Indian Service Centers independent of manufacturer service engineer's visit , during the warranty period. Each visit shall be of at least two days duration at site. In addition to above, the supplier shall also provide three free visits of Manufacturer's service engineer during the warranty period.** These free visits shall be in addition to deployment of service engineers by the supplier to attend to break downs, if any, during the warranty period.

14. All lubricants / consumables (except fuel) required for successful commissioning of the Strand Jack System shall be supplied along with the Strand Jack System without any extra cost.

**15. Indian Agents Commission will be disclosed and payable only after successful completion of the Order in Indian rupees converted by applying the rate of exchange (buying) prevailing on the date of Price Bid Opening or Reverse auction. The above shall not be subject to any other exchange variation..**

16. On acceptance of techno-commercial and price bids, **BHEL reserves the right to conclude the contract / order on EX-WORKS (For Indian Suppliers) , OR FOB / C&F (For Foreign Suppliers) basis at its sole discretion.**

17. In case of any contradiction between General Terms & Conditions and Special Terms & Conditions, the latter shall prevail.

**18. Unsolicited rebate/discount shall not be accepted after bid opening.**

19 PART-I (techno-commercial bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of tenderers who may like to attend. Incomplete offers are liable to be rejected. Purchaser reserves the right to open both the parts i.e. Part-I and Part-II together.

20. PART-II containing prices shall be submitted along with Part-I, but in a separate sealed cover. Any corrections/amendments shall be properly and fully authenticated. If not done so, the offer is liable to be rejected.

21. All sheets of the offer should be duly signed and stamped by the tenderers and should be submitted along with the Part-I bid.

**22. Delivery Instructions:** Each Strand Jack System complete with its spares shall be dispatched as **one lot only in break bulk cargo** and no part consignment shall be acceptable. The supplier to ensure following essential requirements while arranging shipment;

(a) Ship must not be beyond 25 years of age.

(b) Ship must be accredited by Transchart or Llyods.

(c) Ship must not be flagged by Lagos, Panama, Singapore and Hongkong.

(d) Material should have sea-worthy packing.

**DGM/SCP**

## **GENERAL TERMS & CONDITIONS**

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent INTERNATIONAL standard specification.
3. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.
4. Please note that our terms of payment are as per **clause 11 of "SPECIAL TERMS AND CONDITIONS" (enclosed)**.

In case of payment through LC, all LC processing charges, except opening charges with our Bankers, shall be borne by the beneficiary i.e. the supplier.

5. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
6. **No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed.** Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and forfeiture of earnest money (EMD) and or purchase at the risk and cost of supplier.
7. The supplier shall communicate 'Acceptance of the Purchase Order' within 15 days from the date of issue.
8. **Security Deposit (S.D) :** For Strand Jack System, the successful bidder shall furnish a **Security Deposit (SD) in the form of Bank Guarantee** for an amount equivalent to 10% of Order/Contract value excluding taxes and duties for the satisfactory execution of the Purchase Order(PO) in accordance with the terms and conditions and delivery specified in the PO. The BG shall remain valid till completion of delivery period plus two months. The BG shall be submitted as per the format given in this tender enquiry (Annexure-III). The supplier shall extend the validity of the BG in case of delay in delivery. The bank guarantee (BG) shall be submitted **from a Bank as per the list enclosed** 'OR' from any other scheduled Bank in India. However, discretion of its acceptance shall lie solely with BHEL. The supplier shall submit the S.D within thirty days from date of LOA/PO. The above SD shall be returned after receipt of 'Performance Bank Guarantee' as mentioned against SL NO. 12 below. The EMD of successful bidder ( supplier) shall be returned on receipt of S.D by BHEL.
10. Where Sales Tax/VAT is payable extra, it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax/VAT Registration No. in the offer.  
TAX AT SOURCE (TDS) SHALL BE DEDUCTED AS APPLICABLE.

- 10. Liquidated Damages:** It is clearly understood between the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. Where the seller supplies or dispatches the goods beyond the delivery period specified, the purchaser will have no obligation to accept the goods. If accepted, liquidated damages at the rate of ½% ( half percent) of the total order value of goods per week subject to a maximum of 10 % ( five percent) of order value, will be levied at the discretion of the purchaser, without prejudice to any other relief or compensation due to the purchaser under any other condition to the contract.

11. **Inspection:** All goods and work are subject to inspection by BHEL at supplier's Works prior to dispatch as stated in Technical Specifications/Terms & Conditions, Annexure-1. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment. The tenderers shall also offer load test/over load test of the strand jack system at manufacturer's works in presence of engineers from BHEL as per quality plan to be submitted by the supplier. **At site in India, load test shall be carried out with drum lifting of boiler. Refer point no. 5 of Special Terms & Conditions.**
12. **Performance Bank Guarantee** :- Each Strand Jack System will be guaranteed by the tenderer against any manufacturing defect, bad workmanship, bad material used etc., for a period of 12 months from the date of successful commissioning at site or 2000 hrs of operation whichever is earlier. Any material found defective or fails within the guarantee period due to any of the above reasons within this period will have to be replaced by the supplier free of cost, and any other charges including to and fro transportation charges etc. will also be borne by him. **A Bank Guarantee from bank as per enclosed list of banks or any other scheduled bank in India, and equal to 10% of the Order/Contract value excluding taxes and duties and valid upto 12 months from the date of Installation and commissioning of strand jack system at site for the satisfactory performance of the equipment shall be furnished at the time of claiming final 10% payment.** Discretion of acceptance of BG from any other scheduled bank in India, shall lie solely with BHEL.
13. **Insurance:** - Insurance from the port of origin to the destination site in India ( for foreign bidders) and insurance from Ex-factory to the destination site ( for Indian bidders ) shall be arranged by BHEL.
- Metric System:**- Suppliers are requested to give metric measurements while quoting.
14. **Arbitration** : All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996/the Rules of Conciliation and Arbitration of the International Chamber of Commerce, Paris. The place of Arbitration shall be New Delhi(India).
15. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.
16. **Port handling and inland transportation as applicable shall be arranged by BHEL.**
17. **Risk Purchase:** In case the seller fails to dispatch the ordered goods or any replenishment or replacement either in whole or any part, within the agreed delivery period, BHEL will be entitled to terminate the contract and purchase the same from alternative source at seller's risk and cost. If the same goods were not available, the best and the nearest available substitute will be purchased. The seller shall be liable for any loss, which the Purchaser may sustain by reason of such risk purchases.

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**ANNEXURE-IV****GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**

Against this NIT for the subject work, **tender may be processed through Reverse Auction mode i.e., ON LINE BIDDING ON INTERNET. The General Terms and Conditions of the RA shall be as follows;**

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

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## Annexure I

<b><u>TECHNICAL SPECIFICATIONS/PARTICULARS OF STRAND JACK SYSTEM</u></b>				
<b>Sl. No.</b>	<b><u>DESCRIPTION</u></b>	<b><u>SPECIFICATION</u></b>	<b><u>QUANTITY</u></b>	<b><u>DETAILS TO BE FURNISHED BY THE BIDDER</u></b>
1	<b><u>STRAND JACK</u></b>	a) Capacity-2000KN at 230-240 bar. b) Approx. Strand Stroke—480mm (effective 450mm) c) Nos. of strand—19 Nos. d) Strand Type—16mm approx. e) Bundle dia.—170mm approx.	<b><u>02 Nos.</u></b>	
2	<b><u>POWER PACK COMPUTER CONTROLLED</u></b>	a) Power—7.5 KW,3 Phase, 50Hz motor. b) Pump capacity—15 ltr/minute c) Reservoir—55/60 ltrs. d) Power Cable—15 mtrs. e) Hose set—10 mtrs. With quick coupler f) Data Cable—25 mtrs.	<b><u>03 Nos.</u></b>	
3	<b><u>CONTROL SYSTEM</u></b>	a) Smart Control System(SCC) to control multiple jacks simultaneously. b) Load, lift and strike reading on each cylinder. c) Overload/Load detection alarm. d) Synchronisation of all jacks to any value.	<b><u>01 No.</u></b>	
4	<b><u>STRAND DESPENSER</u></b>	a) Storage Capacity—5000Kgs of strand.	<b><u>02 Nos.</u></b>	
5	<b><u>STRAND GUIDE</u></b>	a) Telescopic Strand Guide adjustable from 2 mtrs to 3.5 mtrs approx.	<b><u>02 Nos.</u></b>	
6	<b><u>STRAND 16MM DIA APPROX.</u></b>	Tensile Strength—200Kg/mm2 a) 130 mtrs long b) 110 mtrs long c) 90 mtrs long	<b><u>40 Nos</u></b> <b><u>40 Nos</u></b> <b><u>40 Nos</u></b>	
7	<b><u>ACCESSORIES</u></b>	All accessories required for operation & commissioning of the equipment shall be part of supply. Detailed list to be submitted with offer.		
8	<b><u>LIFTING PIN</u></b>	Lifting pins of 200 MT capacity suitable for 154 mm dia hole in Boiler Drum lifting lugs (ref. drawings)	<b><u>02 Nos.</u></b>	
9	<b><u>SPARES</u></b>	a) Hydraulic oil strainers. b) Oil Seal Kits	<b><u>02 Sets</u></b> <b><u>02 Sets</u></b>	
10	<b><u>ACCESSORIES</u></b>	All accessories required for Operation and Commissioning of equipment shall be part of supply. Detailed list is to be submitted by the bidder.		



**TERMS AND CONDITIONS**

- a) Pre dispatch inspection at OEM Works by BHEL Engineer to be arranged by bidder. Bidder has to submit Quality Plan and Load Charts. Refer clause 5 of Special Terms & Conditions.
- b) **3 Weeks training to 3 BHEL personnel at OEM Works and two weeks training in India during first boiler drum lifting to be provided by the Supplier.** Refer clause 5 of Special Terms & Conditions.
- c) Supervision by the manufacturer at the time of first boiler drum lifting in India.
- d) Service and Support for 2 years operation after commissioning.

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**ANNEXURE-III**

(To be stamped in accordance with Stamp Act)

**BANK GUARANTEE TOWARDS CONTRACT PERFORMANCE**

Bank Guarantee No:

Dated:

**To**

M/s Bharat Heavy Electricals Limited,  
BHEL ,PSNR,  
NOIDA

We refer to the contract ("the contract") for off shore/on shore services signed on.....between Bharat Heavy Electricals Ltd., (the main contractor) (which expression shall unless repugnant to the content or meaning thereof, including its successors, administrators, executors & assigns) having its Registered/Principal Office at BHEL House, Siri Fort, New Delhi 110049 through its unit or division at Power Sector-Northern region, Noida, Distt. Gautam Budd Nagar, UP and M/s..... ("the sub contractor") (which expression shall unless repugnant to the content or meaning thereof, including its successors, administrators, executors, assigns) having its Registered/Principal Office at.....concerning work .....

Whereas in accordance with the terms of the said contract, the Sub- contractor having agreed to provide a contract performance guarantee for its faithfully performance of the entire contract equivalent to % (.....percent) of the total contract price i.e. upto (Rs.....(Rupees.....only.) due to the Main contractor.

By this guarantee, we, the undersigned,.....a bank organized under the laws of India and having its Registered/Principal office at..... referred as "The Bank" (which expression shall unless repugnant to the content or meaning thereof include its successors, administrators, executors & assigns) do hereby irrevocably guarantee and undertake to pay upon the first demand to the Main Contractor all or part (as the case may be) monies payable by the Sub contractor to the extent of Rs.... (Rupees.....crores.....lacs.....thousand.....hundred only)

without cavil or argument, demur, reservation, recourse, contest and/or without any reference to the Sub Contractor. Any such demand made by the Main contractor on the Bank shall be conclusive and binding not withstanding any difference between the Main Contractor and Sub Contractor or any dispute pending before any court, tribunal, arbitrator or any other authority.

This guarantee shall remain in full force upto and including the ----day of .....200 (....days after the date of successful completion of defects liability period) and shall be extended from time to time for such period as may be desired by the main contractor.

The Bank also agrees that the Main contractor at its option shall be entitled to enforce this guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the sub contractor notwithstanding any security or other guarantee that the Main Contractor may have in relation to the sub contractor's liabilities.

The Bank further agrees that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and it shall continue to be enforceable until all the dues of the Main contractor under or by the virtue of this contract have been fully paid and its claim satisfied or discharged or until the Main contractor discharges the guarantee in writing.

We further agree between us and the main contractor for the purpose of this guarantee any notice given to us by the Main contractor and any amount claimed in such notice by the Main contractor and any amount claimed in such notice by the Main contractor shall be conclusive and binding on us notwithstanding any differences between the Main contractor and Sub Contractor or dispute pending before any court Tribunal, Arbitrators or any other authority. We further agree that this guarantee shall not be affected by any change in our Constitution or that of the Sub Contractor. We also undertake not to revoke this guarantee during the currency. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolutions or insolvency of the Sub Contractor and shall remain valid, binding and operative against the Bank.

The Main contractor shall have the fullest liberty without affecting his guarantee to postpone from time to time the exercise of power vested in them or any right which they might have against the Sub Contractor and to exercise the same at any time in any manner and either to enforce or to fore bear to enforce any covenants contained or implied in the contract between the Main Contractor and the Sub Contractor or any other course or remedy or security available to the Main Contractor. The Bank shall not be released from its obligations under these presents by any exercise by the Main contractor of its liberty with reference to matters aforesaid or any of them or by reasons of any other act of forbearance or other acts of omission and commission on the part of the Main Contractor or any other indulgence shown by the Main contractor or by any other matter or thing whatsoever, which under law would, but for these provision, have the effect of relieving the Bank.

Notwithstanding anything containing herein above our liability under this guarantee is limited to ....% (.....percent) of the total contract price i.e.....  
.....upto Rs.....(Rupees.....only)

This guarantee shall remain in full force upto and including the .....day or.....200 (...days after the date of successful completion of defects liability period), unless extended further, from time to time for such period as may be desired by the main contractor and it shall remain in full force upto and including .....days after the extended date. Any claim under this guarantee must be received by us before the expiry of its period of validity including extended validity date, if any, and if no such claim has been received by us within the said validity period, the Main Contractor's rights under the guarantee will cease. However, if such a claim has been received by us within & upto the validity date/extended validity date all the Main contractor's rights under the guarantee shall be valid and shall not cease until we have settled the claim.

"Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts of at New Delhi/Delhi only".

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

Signed for and on behalf of the Bank  
(with the seal of the bank)

WITNESSES:

1. (Name and Address)
2. (Name and Address)

**LIST OF MEMBER BANKS**

1. State Bank of India  
CAG Branch,  
10<sup>th</sup> Floor, Vijaya Building,  
Barakhamba Road,  
New Delhi – 110001.
2. Canara Bank  
74, Janpath,  
New Delhi – 110001.
3. Punjab National Bank,  
74, Janpath,  
New Delhi – 110001.
4. Bank of Baroda,  
Corporate Banking Branch,  
11<sup>th</sup> Floor, BOB Building,  
Sansad Marg,  
New Delhi – 110001.
5. State Bank of Hyderabad,  
Surya Kiran Building, K.G. Marg,  
New Delhi – 110001.
6. State Bank of Travancore,  
Travancore House, IF Branch,  
K.G. Marg, New Delhi – 110001.
7. Deutsche Bank,  
Tolstoy Marg,  
New Delhi – 110001.
8. HDFC Bank Ltd.,  
5<sup>th</sup> Floor, HT House,  
K.G. Marg,  
New Delhi – 110001.
9. Citi Bank N A  
Jeevan Vihar Building,  
Sansad Marg,  
New Delhi – 110001.
10. Standard Chartered Bank,  
H2 Block, Connaught Place,  
New Delhi – 110001.
11. ICICI Bank Ltd.,  
ICICI Tower,  
Bisham Pitamah Marg,  
Pragati Vihar,  
New Delhi – 110003.
12. IDBI Bank Ltd.,  
19, K.G. Marg,  
Surya Kiran Building,  
New Delhi.
13. ABN AMRO BANK N.V
14. The Hongkong & Shanghai Banking  
Corporation (HSBC) Ltd.
15. Syndicate Bank
16. Corporation Bank

## ANNEXURE-II (A)

**RATE SCHEDULE**  
**FOR FOREIGN SUPPLIERS**

Sl.No.	DESCRIPTION	PRICE(USD or Home Currency)
1.	<b>TOTAL F.O.B PRICE INCLUDING PACKING &amp; FORWARDING , FOR SUPPLY OF 1 (ONE) NUMBER OF STRAND JACK SYSTEM &amp; SPARES OF CAPACITY 2000 KN AT 230/240 BAR AS PER DETAILED SPECIFICATIONS ENCLOSED WITH TENDER ENQUIRY(TECHNICAL SPECIFICATIONS AS PER ANNEXURE-I OF TENDER DOCUMENT).</b>	
2	Charges for OCEAN FREIGHT upto MUMBAI PORT, INDIA.	
3	TOTAL C&F PRICE (1+2)	
4.	<b>LUMPSUM PRICE TOWARDS SUPERVISION CHARGES, INCLUDING APPLICABLE TAXES IN INDIA SUCH AS SERVICE TAX, TDS ETC. FOR SUPERVISION &amp; COMMISSIONING OF STRAND JACK SYSTEM AT THE TIME OF BOILER DRUM LIFTING AT SITE IN INDIA.</b>	
5	<b>TOTAL FOR SUPPLY AND COMMISSIONING (3+4)</b>	

## NOTE:

- 01) For evaluation of bid Total Cost to BHEL upto site will be considered as below:  
Total cost of supply and commissioning (5)+ Port Handling charges and duties as applicable on the date of price bid opening/RA+Marine & Inland transit insurance+ Inland transportation upto site + LC opening charges.
- 02) Order will be placed as per clause 16 of Special Terms & Conditions of this tender.
- 03) The Rate shall be entered **in figures as well as in words**. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
- 04) Bidders are required to quote for each and every item as indicated above. Please indicate NA against items not applicable. Custom Duty ,Counter Veilling Duty, Custom Clearance ,Port Handling and Documentation Etc. in India shall be borne by BHEL (In case of foreign bidders).
- 05) The Rate Schedule (**unpriced**) shall be enclosed by the bidders in their technical bid (Part-I), confirming specifically that all the items of the Rate Schedule have been quoted.
- 06) Bidder should take into account "Terms & Conditions" of Annexure-I of Technical Specifications in their offered price.
- 07) **Incomplete offer received may not be considered.**
- 08) **For evaluation of bids, since the bids are expected to be in different currencies, the exchange rate shall be considered as 'T.T. selling rate' of State Bank Of India on the date of Technical Bid opening. In case of Holiday, rates for previous day shall be considered.**

**ANNEXURE-II(B)**  
**RATE SCHEDULE**  
**FOR INDIAN SUPPLIERS**

Sl.No.	DESCRIPTION	PRICE (INR)
1.	<b>TOTAL EX-WORKS PRICE (excluding ED &amp; ST, OTHER APPLICABLE TAX/DUTY, IF ANY) INCLUDING PACKING &amp; FORWARDING , FOR SUPPLY OF 1 (ONE) NUMBER OF STRAND JACK SYSTEM &amp; SPARES OF CAPACITY 2000 KN AT 230/240 BAR AS PER DETAILED SPECIFICATIONS ENCLOSED WITH TENDER ENQUIRY(TECHNICAL SPECIFICATIONS AS PER ANNEXURE-I OF TENDER DOCUMENT).</b>	
2	TAXES & DUTIES (Pl. specify as % of EX-WORKS PRICE) a)Excise Duty@ b) sales Tax (if C-form is NOT provided by BHEL)@ c) sales Tax if C-form is provided by BHEL@ d) Others@	
3	<b>LUMP SUM PRICE TOWARDS SUPERVISION CHARGES FOR SUPERVISION &amp; COMMISSIONING OF STRAND JACK SYSTEM AT THE TIME OF BOILER DRUM LIFTING AT SITE IN INDIA.</b>	
4	<b>SERVICE TAX</b>	
5.	<b>GRAND TOTAL OF SUPPLY &amp; COMMISSIONING ( 1+2+3+4)</b>	

**NOTE:**

- 01) Total cost to BHEL upto site shall be considered for evaluation purpose as given below: For Indian Equipment (Annexure IIB), total cost = Total for supply & commissioning (5)+inland transportation upto site+transit insurance.
- 02) Order shall be placed as per clause 16 of Special Terms and Conditions of this tender.
- 03) The Rate shall be entered **in figures as well as in words**. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
- 04) Bidders are required to quote for each and every item as indicated above. Please indicate NA against items not applicable.
- 05) The Rate Schedule (**unpriced**) shall be enclosed by the bidders in their technical bid (Part-I), confirming specifically that all the items of the Rate Schedule have been quoted.
- 06) Bidder should take into account "Terms & Conditions" of Annexure-I of Technical Specifications in their offered price.
- 07) **Incomplete offer received may not be considered.**
- 08) In case of Indian bidders cenvat /modvat Credit ( For Indian Bidders) ; The quotations must indicate Tarrif Item Number and rate/value of Ex-Duty applicable and CENVAT credit available to BHEL in such case, party shall raise Cenvatable Invoice as per Excise Law/Rules. The amount of CENVAT Credit to BHEL will be considered while evaluating the bids.
- 09) Indian bidders may quote freight charges from their Works to Anpara Site for our information.

(Signature and Seal of Tenderer)

# FORMAT-A

## NO DEVIATION CERTIFICATE

Certified that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and conditions) and offer our unqualified acceptance of the same. It is also confirmed that the price has been quoted in the format received with the enquiry. Any deviation found subsequently at any time during execution of order shall be treated null and void.

(Signature of bidder)  
with Seal