

ENQUIRY No: EC112016

DATE: 13.07.2012

DUE DATE: 03.08.2012

BHEL/ PSSR/PUR/EC-112016 Dtd: 13.07. 2012

BHEL POWER SECTOR, SOUTHERN REGION INVITES BIDS FOR THE FOLLOWING ITEM REQUIRED AT BHEL SITE CHENNAI IN INDIA AS FOLLOWS: -

TENDER ENQUIRY

FOR

SUPPLY OF STRAND JACK SYSTEM WITH ALL ACCESSORIES FOR ERECTING 250 MW
to 600MW BOILER DRUM AS PER TENDER & TECHNICAL SPECIFICATION

NOTES:

1. FOR DETAILED TENDER ENQUIRY, PLEASE VISIT BHEL WEB SITE www.bhel.com
2. ALL AMENDMENTS TO THIS TENDER WILL BE HOSTED IN THIS WEB PAGE ONLY AND NOT IN THE NEWSPAPERS. BIDDERS SHALL KEEP THEMSELVES UPDATED WITH ALL SUCH AMENDMENTS BY CHECKING THE SITE REGULARLY

INDEX

Sl.no	CONTENTS	PAGE
SECTION - I		
1	NOTICE INVITING TENDER	3 - 6
2	SPECIAL TERMS AND CONDITIONS	7 - 13
3	GENERAL TERMS AND CONDITIONS	14 - 16
4	GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION	17 - 18
5	PART OF PRE - Q ANNEXURE - I & ANNEXURE - IA	19 - 20
6	BANK GUARANTEE FORMAT	21 - 22
7	RATE SCHEDULES	23 - 25
8	NO DEVIATION CERTIFICATE	26
SECTION - II		
9	TECHNICAL SPECIFICATION DRGS ANNEXURE - II	01-23
10	QUALITY PLAN ANNEXURE - III	

SECTION - I**1. NOTICE INVITING TENDER**

BHEL POWER SECTOR, SOUTHERN REGION INVITES BIDS FOR THE FOLLOWING ITEM REQUIRED AT BHEL SITE CHENNAI IN INDIA.

Enquiry No & Date	Description	LAST DATE OF TENDER SUBMISSION & OPENING	TENTATIVE DELIVERY SCHEDULE
EC 112016 13.07.2012	SUPPLY OF STRAND JACK SYSTEM WITH ALL ACCESSORIES FOR ERECTING 250 MW to 600MW BOILER DRUM AS PER TENDER & TECHNICAL SPECIFICATION	<u>03/08/2012</u> <u>15.30 Hrs (IST)</u>	WITHIN SIX MONTHS HOWEVER INVITING THE OFFERS WITH THEIR EARLIEST DELIVERY PERIOD

1. EXPERIENCE CLAUSE / PERFORMANCE CERTIFICATE:

1.1. The bidder should have been manufacturing Strand Jack System of same or higher capacity at least for last five years.

1.2. The bidder should have supplied at least 10 units of Strand jack System of quoted or higher capacity anywhere in world during last five years (stating from the year of manufacturing of first strand jack System of this capacity) out of which at least five numbers should have been supplied to outside other than the country of origin. (Details shall be as per Annexure enclosed in the Tender).

1.3. Offered Strand Jack System model as per specification must be in current manufacturing range.

1.4. Performance certificate (As per Annexure enclosed in the Tender) of at least three Strand Jacks System of same capacity or above capacity, from three different customers, located anywhere in the world other than the country of manufacturing are to furnished by the bidder. the certificates shall be in English duly signed and stamped by the concern customer.

- Name of the customer / company where similar strand Jack System is installed
- Complete postal address of the customer.
- Month and year of commissioning.
- Parameters of Strand Jack System(s) supplied (Safe load, reach, Clearance with base) and application for which the Strand jack System is supplied.
- Name and Designation of the contact person of the customer.

- Phone, FAX no and email address of the contact person of the customer.
 - Performance certificate from the customer regarding satisfactory performance of the Strand Jack System supplied to them (original certificate or through email directly received from the customer). The original may be returned after verification by BHEL, if required.
- 1.5. BHEL reserves the right to verify the information provided by the vendor. In case the information is found to be false / Incorrect, the offer shall be rejected.
2. The bidders shall enclose details/documents in support of “**Experience**” given above . For each qualifying Requirement given above, the bidder shall submit the documents Specifically in line with qualifying requirements, such as copies of Relevant Purchase orders, contact details of clients with address and Phone numbers, Certificates related to supply and operation of STRAND JACK SYSTEM etc as applicable along with technical bid.
3. **EARNEST MONEY DEPOSIT:**
- a). Bidder shall have to deposit **Rs 2,00,000.00** (Two lakhs only) or 5000 USD (US Dollars Five thousand three hundred only) or equivalent amount towards Earnest Money Deposit (EMD). EMD is to be paid in cash (as permissible under Income tax Act), Pay Order or Demand Draft in favour of ‘ BHARAT HEAVY ELECTRICALS LIMITED ’ and payable at Chennai. In case foreign bidders e-payment may also be accepted as EMD.
- b). No other form of EMD remittance shall be acceptable to BHEL.
- c). EMD by the bidder will be forfeited if
- (1). After opening the tender, the bidder revokes his tender within validity period or increases his earlier quoted rates.
- (2). The bidder not complete the Supply as per the agreed time schedule be given and agreed in the Order.
- d). EMD shall not carry any interest.
- e). In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.
- f). In the case of Successful tenderer the EMD will be returned after submission of Contract Execution Bank guarantee (CEBG) .
- g). Offers without EMD will be liable for rejection.
4. Tenders must be submitted to the undersigned in the manner prescribed below (PART I &II) latest by **13-07-2012** before opening of **TECHNICAL BID** commences. Technical bid shall be opened at **15.30** Hrs on **03-08-2012**

PART I (Techno – Commercial Bid)

(1) NIT (2) Special terms and conditions. (3) General terms and conditions. (4) GCC –RA (5) Technical Specifications. (6) SD BG – FORMAT (7) Rate schedule (Un Priced). (8) NO deviation – Format (9) EMD with covering letter in sealed cover.

PART II (Price Bid)

(1) Price Bid with covering letter in sealed cover

The above sealed Part I & II covers shall enclosed in main cover .All the cover shall super-scribed with Enquiry No and due date & Part No .Main cover shall be superscribed with
1) details of cover enclosed
2) Enquiry no & due date of submission
3) Name of the job/ tender
4) Name of Bidder With complete address contact no ,fax no ,email id etc

5. The **port** of delivery for this STRAND JACK SYSTEM shall be **CHENNAI** in India.
6. BHEL reserves the right to accept or reject any or all tenders without assigning any reason what so ever.(BHEL reserve the right to reject any offer in case of any deviation from tender specifications
7. 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 reverse auction specifically in their technical bid. The general terms and conditions governing reverse auction are given in the Annexure of 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 and Place /State/Country, where from he will participate in the reverse auction.
8. For makes of all major components of the STRAND JACK SYSTEM bidder must fill the annexure IV failing which the bid shall be rejected

9. All addenda ,corrigendum, 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
10. BHEL takes no responsibility for any delay / loss of documents or correspondences sent by courier / post
11. purchase preference will be given to CPSU as per guide lines of Govt of India
12. Bids once submitted shall not be returned.

Yours faithfully,

For **BHARAT HEAVY ELECTRICALS LTD**



Dy. MANAGER / P & S

2. SPECIAL TERMS AND CONDITIONS.

Sealed tenders in duplicate in two part bid system ie Part-I- Techno commercial bid and Part-II- Price bid are invited for supply, supervision of installation and commissioning of ONE SET OF STRAND JACK SYSTEM WITH ALL ACCESSORIES as per detailed specifications so as to reach us on or before the date of opening. The tenders (Part-I only) will be opened at 15.30 Hrs (IST) on 03. 08. 2012.

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:	Confirmation by M/s
1.1	(Part-1) – TECHNO-COMMERCIAL BID along with EMD should include the following:- i) Technical specifications of the offered STRAND JACK SYSTEM as per Annexure-II along with necessary catalogues, drawings, load charts and technical literatures for POWER PACK,CONTROL SYSTEMS AND ALL ACCESSORIES of the offered STRAND JACK SYSTEM.	
	ii) List of essential spares as required for 2 years operation	
	iii) The bidders shall enclose details/documents in support of 'Experience' given above in 1. Notice inviting tender Clause (Part-1) .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.	
	iv) Authorization from the manufacturer of offered STRAND JACK SYSTEM in favor of the dealer, in case the bidder is an authorized Indian dealer.	
	v) Order shall be placed on the original manufacturer only.	
	vi) Details of safety devices/controls to be provided in the STRAND JACK SYSTEM as standard and as optional.	
	vii) DETAILS OF SHIPPING	
	viii) Rate Schedule(Un-priced), with a confirmation that all the items of the Rate Schedule of this NIT have been quoted.	
	ix) Details of service facilities available in India for ' After Sales Service '.	
	x) Acceptance to Commercial terms and conditions.	
	xi) ' Deviation statement / No Deviation CERTIFICATE ' from tender conditions of this NIT.(incase the deviation is not acceptable BHEL reserve the right to reject offer.	
1.2	Part II (PRICE BID):-	
	i) As per Rate Schedule format enclosed	

5	The delivery required shall be 06 (SIX) months from date of receipt of P.O. However, tenders should indicate the best possible delivery period.	
6	Offers should be valid for a period of 90(Ninety) days from the date of opening of Techno-Commercial bid (Part-I).	
7	Service support of the equipment under purchase is of utmost concern. Tenders shall elaborate on the service network and spare parts availability which are to be ensued to maintain the equipment after initial commissioning and completion of warranty period. In case service/spare parts facilities are not available in India, tenders shall indicate the maximum possible time in making the services available from places outside India.	
8	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° C. The electrical and controls should be tropicalized to withstand such climatic conditions.	
9	In case the equipment is offered from outside India, the tenders shall also submit following information along with techno-commercial bid (Part-I). a) Gross/Net weight of Equipment along with accessories in KGs. b) Volume of cargo in packet condition in Cubic Meter c) Number of packages and their individual weight/volume in MKS system, along with tentative shipping list. d) Name of the nearest load port and its distance from works. e) Approx. voyage time from load port to the port in India. f) Ocean freight from load port to the port in India. To be furnished in Rate Schedule format. g) 'Name of Original Foreign Supplier with their complete addresses on whom order is proposed to be placed/issued. h) In case of payment through Letter of Credit, names of Beneficiary and Banker with account details.	a) b) c) d) e) f) g) h)
	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 about 60(Sixty) days prior to shipment of STRAND JACK SYSTEM for the 100% order value 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 L/C. ii) 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 PART-I TECHNO COMMERCIAL Bid opening. In case of Holiday, rates for previous day shall be considered.	i) ii)

	<p>iii) Normally no deviation to the tender conditions is 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.</p> <p>iv) All L/C processing charges except opening charges with our bankers shall be borne by seller .Also all foreign banker charges including opening charges by foreign bank shall be to your account</p>	<p>iii)</p> <p>iv)</p>
10	<p>PAYMENT TERMS: The supplier shall adhere to the following payment terms.</p> <p>a) PAYMENT THROUGH L/C : Where the Payments are through L/C (L/C opening charges are to be loaded), payment of Supply value shall be 80% on dispatch and 20% on issue of E&C Certificate .Payment of E&C value shall be made against E&C certificate issued by BHEL. E&C certificate shall be issued on satisfactory completion of erection, commissioning, job proving , performance tests, training to operators etc. as envisage in PO. The L/C shall be opened by BHEL as per following:</p> <p>1). Within 30 days of receipt of acceptable CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e.24% of the supply value of PO (30% of 80%).</p> <p style="text-align: right;">Not</p> <p>earlier than 60 days before the shipment date , the value of this irrevocable unconfirmed L/C would be enhanced from 24% to 80% of the supply value of PO.</p> <p>The above L/C can be negotiated after the shipment against submission of B/L or AWB and such other documents as mentioned in the PO. The above L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.</p> <p>2). 15 days prior to the scheduled & confirmed arrival of the technicians of supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the supply value of PO plus 100% of the E&C value of PO. The validity of L/C would be sufficient to cover the period required for the completion of E&C plus 21 days as negotiation period.</p>	<p>a)</p> <p>b)</p> <p>c)</p> <p>d)</p>

This L/C can be negotiated after :

(A) completion of E&C of the equipment in BHEL and against E&C certificate issued by BHEL and

(B) Submission of Performance bank guarantee (PBG) by supplier in the prescribed form valid for 30 days beyond the warranty period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium bank of BHEL for 10% of total PO value. The PBG confirmation charges shall be borne by vendor.

Under all circumstances, CEBG shall be kept valid till the PBG becomes Operational.

b) DIRECT PAYMENT:

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.

THE PAYMENTS WHETHER THROUGH L/C OPENING or DIRECT PAYMENT SHALL BE PAYABLE AGAINST SUBMISSION OF THE FOLLOWING DOCUMENTS:

- Three Original of tax invoices (Invoice). The invoice to clearly indicate detail of spares (As per SCOPE of Tech. Specs.) and lubricants/consumables (Required for commissioning of STRAND JACK SYSTEM) dispatched along with STRAND JACK SYSTEM.
- 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 Authorized 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, parts list of STRAND JACK SYSTEM supplied. Shop manual for bought out items & manual have been dispatched to BHEL, with proof of dispatch.

	<ul style="list-style-type: none"> • Certificate confirming “goods supplied are new”. <p>NOTES:- Tenders are required to specifically confirm acceptance of these payment terms in their techno-commercial offer (Part-I Bid). No advance payment shall be paid.</p>	
11	<p>WARRANTY: The STRAND JACK SYSTEM offered shall carry a warranty for a period of 12 months from the date of installation at site or 8000 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.</p>	
12	<p>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, for each of the STRAND JACK SYSTEM the supplier shall also Provide here 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.</p>	
13	<p>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.</p>	
14	<p>No separate Indian agents commission will be payable. The bidder to confirm this Specifically in their techno-commercial bid.</p>	
15	<p>On acceptance of techno-commercial and price bids, BHEL reserves the right to conclude the contract/order either on FOB ‘OR’ on C&F/CIF basis at its sole discretion.</p>	
16	<p>In case of any contradiction between General Terms & Conditions and Special Terms & Conditions, the latter shall prevail.</p>	
17	<p>Unsolicited rebate/discount shall not be accepted after bid opening.</p>	
18	<p>All sheets of the offer should be duly signed and stamped by the tenderers and should be submitted along with the Part-I bid.</p>	

19	<p>Delivery Instructions: The 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.</p> <ul style="list-style-type: none">a) Ship must not be beyond 25 years of age.b) Ship must be accredited by Transchart or Lloyds.	a) b)
20	Normally no deviations are allowed (techno-Commercial). However, If there are any deviations, the same should be clearly specified. Deviation, if any, may lead to rejection of offer or may be accepted subject to suitable loading by BHEL and for which BHEL's decision shall be final and binding.	

	<u>3.GENERAL TERMS AND CONDITIONS</u>	Confirmation by M/s
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 effecting supplies in the event of an order from this office should be recorded in the tender.	
4	Please note that our terms of payment are as per clause 10 of "SPECIAL TERMS AND CONDITIONS" (enclosed.)	
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 S D 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	<p>CONTRACT EXECUTION BANK GUARANTEE (CEBG): The successful bidder shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the total PO value in the prescribed format within 30 days from the date of PO, but before L/C opening. CEBG shall be from one of the consortium banks of BHEL or from a reputed Bank and confirmed by any Consortium bank of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the bidder.</p> <p>CEBG shall be kept valid until 30 days after the date of E&C certificates, which will be issued on completion of Erection & commissioning of equipment which includes erection, commissioning, job providing, performance tests, training to operators etc. as prescribed in PO.</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 extend guidelines for suspension of Business dealings with Suppliers.	
9	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 offer.	
10	<p>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.</p> <p>If accepted, liquidated damages for delayed supply shall be at the rate of ½% (half percent) of the PO value (Supply+E&C) of goods in arrears per week subject to a maximum of 10% (TEN percent) of total order value,</p> <p>If accepted, liquidated damages for delayed E&C shall be at the rate of ½% (half percent) of the PO value (Supply+EC) in E&C subject to a maximum of 10% (TEN percent) of the total order value,</p> <p>Maximum Penalty for delay in Supply and E&C together shall be limited to 15% of the Total PO value (Supply + E&C)</p> <p>The above said penalty will be levied at the discretion of the purchaser, without prejudice to any other relief of compensation due to the purchaser under any other condition to the contract.</p>	
11	<p>RISK PURCHASE : alternatively, the purchaser at his option, will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole or any part of the goods which the supplier fails to deliver or dispatch within the stipulated as aforesaid, or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss which the purchaser may sustain by reason of such risk purchase in addition to L.D at the rate mentioned in clause 10 above</p>	
12	<p>INSPECTION ; All goods and work are subject to our inspection either at your works or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment. The tenderers shall also offer load test/over load test of the STRAND JACK SYSTEM at manufacturers works in presence of engineers from BHEL Load test shall also be carried out with available load at site as per load chart of the STRAND JACK SYSTEM.</p>	

13	<p>S D / PERFORMANCE BANK GUARANTEE : The 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 commissioning at site or 8000 hours of operation whichever is earlier. Any material found defective or falls 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 value and valid up to 12 months from the date of installation and commissioning of STRAND JACK SYSTEM at site for the satisfactory performance of the STRAND JACK SYSTEM shall be furnished at the time of claiming final 10% payment. Discretion of acceptance of BG from any other scheduled bank in India, shall be solely with BHEL.</p>	
14	<p>INSURANCE : Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks including 90 days storage risk from the date of delivery of the goods at the final destination.</p> <p>In all other cases, supplier must furnish particulars of despatch i.e., station of dispatch and destination, name of the goods, number of cases and their weights, value of the goods including all taxes, duties, levies and freight etc., for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.</p> <p>Note: However, the supplier shall still remain responsible for defective parts or short supply and defective packing.</p>	
15	<p>METRIC SYSTEM : Tenderers are requested to give metric measurements while quoting.</p>	
16	<p>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 provision 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 Chennai (India).</p>	
17	<p>Any suites in respect of this contract shall have the jurisdiction of the courts of Chennai (India) only</p>	

	<u>4. GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)</u>	Confirmation by M/s
	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.	
6	BHEL will provide the calculation sheet (eg., 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 the quoted in their Final Sealed price submitted to BHEL. The bidders shall confirm in writing to BHEL that their opening bid (in both cases) shall be same as that quoted in their final 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, cannot 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 the 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.	

5.0 ANNEXURE –I (PART OF PRE-Q)**DETAILS OF SUPPLY FOR LAST FIVE YEARS**

SL. NO.	Make of STRAND JACK SYSTEM	Model	Capacity (MT)	Purchaser's Details			Purchase Order No. & Date	Date of Commissioning	Present Location	Complete Supporting Documents (attached)
				Name	Address	Phone & Fax Nos.				
1.										Yes/No.
2.										Yes/No.
3.										Yes/No.
4.										Yes/No.
5.										Yes/No.

NOTE:-

- 1) Contract details of Purchaser shall be furnished correctly by bidder. If it is found that contact details furnished is not correct then BHEL reserves the right to reject the bid.
- 2) Supporting documents to be attached as P.O. and commissioning certificate.
- 3) All Documents shall be in English.

6. BANK GUARANTEE FORMAT

Formats for execution of Bank Guarantees:

Note:- The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/- and should be only from any one of the below mentioned Banks, (1.State Bank of India, 2.State Bank of Hyderabad, 3.State Bank of Travancore, 4.State Bank of Mysore, 5.Canara Bank, 6.Bank of Baroda, 7.Punjab National Bank, 8.Deutsche Bank, 9.HDFC Bank, 10.Standard Chartered Bank, 11.Citi Bank, 12.Standard Chartered Grind lays Bank & 13.Bank of America)

S D / PERFORMANCE BANK GUARANTEE

1. In accordance of M/s Bharat Heavy Electricals Limited (A Government of India undertaking, a Company incorporated under the Companies Act 1956 having its Registered Office at 'BHEL House", SIRI Fort, New Delhi 110 049) through its PSSR Division located at CHENNAI 600035, (hereinafter called "the Company") having entered into a contract with hereinafter called "the said contractor" which term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the Contract No: dated between BHEL, PSSR,CHENNAI and as per the contract, the contractor/supplier is to furnish a Performance Bank Guarantee for Rs for the due performance of the equipment to be supplied under Bharat Heavy Electricals Limited PSSR

the above referred contract and for the fulfillment of all the terms and conditions of the contract. We (indicate the name of the Bank) (herein after referred to as the Bank) at the request of (contractor(s)) do hereby undertake to pay 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 with full address), 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 and conditions contained in the said Agreement or by the reason of the contractor(s) 'failure to perform' the said Agreement. Any such demand 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 unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of 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 Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would betaken 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 claim satisfied or discharged or till Office/Department/Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. (i) Unless a demand or claim under this agreement is made on us in writing on or before the we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s BHEL will be dispatched by Registered Post with Ack. Due or by Telegram Bharat Heavy Electricals Limited PSSR or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

6. 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 powers 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 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 would, but for this provision, have effect of not so relieving us.

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

8. It shall not be necessary for the Company to proceed against the contractor before proceeding against the guarantor-Bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.

9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at CHENNAI.

10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authority granted to him/them by the guarantor

11. We (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. In witness whereof we (indicate the name of Bank) have hereunto set out Bank Seal the Day month 2010..

7. RATE SCHEDULE (FOR FOREIGN BIDDERS / BY OCEAN)

For the Supply of STRAND JACK SYSTEM WITH ACCESSORIES:

Sl. No	DESCRIPTION	QTY	UNIT PRICE
1.0	Total Exworks Price including packing & forwarding , for supply of ONE SET STRAND JACK SYSTEM WITH ACCESSORIES as per detailed specification enclosed with tender enquiry and technical specifications. Including essential spares (bidder shall enclose the list with tech bid and itemized breakup price with price bid) . Supervision charges for assembly testing & commissioning of the STRAND JACK SYSTEM at the BHEL site.	1 SET	
2.0	SHIPPING (OCEAN) FREIGHT UP TO CHENNAI SEA PORT IN INDIA		
3.0	Insurance (Marine) charges from manufacturing works up to CHENNAI SEA PORT IN INDIA		
	Grand Total CIF CHENNAI PRICE in Foreign currency. 1 to 3		
	*Foreign currency to Indian currency conversion factor		
	*Grand Total CIF CHENNAI PRICE in Indian currency .1 to 3		

*applicable for Reverse Action ie during ON LINE BIDDING ON INTERNET

Notes.

- 1.0. Bidders are required to quote for each and every item from 1 to 3 as indicated above. Please indicate NA against items not applicable. All bidders shall indicate FOB price Foreign suppliers shall submit the ocean freight and insurance in Sno 2 & 3 .
- 2.0 Any other charges, if not specified above, may also be indicated.
- 3.0 Incomplete offer received may not be considered.
- 4.0 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.
- 5.0. The Rate Schedule (unpriced) shall be enclosed by the bidders in their technical bid (Part-1), confirming specifically that all the items of the Rate Schedule have been quoted.
- 6.0, In case of Indian bidders cenvat/modvat credit (For Indian Bidders): The quotations must indicate Tariff 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 evaluation the bids.

(Signature and Seal of Tenderer)

7. RATE SCHEDULE (FOR FOREIGN BIDDERS / BY AIR)

For the Supply of STRAND JACK SYSTEM WITH ACCESSORIES:

Sl. No	DESCRIPTION	QTY	UNIT PRICE
1.0	Total Exworks Price including packing & forwarding , for supply of ONE SET STRAND JACK SYSTEM WITH ACCESSORIES as per detailed specification enclosed with tender enquiry and technical specifications. Including essential spares (bidder shall enclose the list with tech bid and itemized breakup price with price bid) . Supervision charges for for assembly testing & commissioning of the STRAND JACK SYSTEM at the BHEL site.	1 SET	
2.0	AIR FREIGHT UP TO CHENNAI AIR PORT IN INDIA		
3.0	Insurance (AIR) charges from manufacturing works up to CHENNAI AIR PORT IN INDIA		
	Grand Total CIF CHENNAI PRICE in Foreign currency. 1 to 3		
	*Foreign currency to Indian currency conversion factor		
	*Grand Total CIF CHENNAI PRICE in Indian currency .1 to 3		

*applicable for Reverse Action ie during ON LINE BIDDING ON INTERNET

Notes.

- 1.0. Bidders are required to quote for each and every item from 1 to 3 as indicated above. Please indicate NA against items not applicable. All bidders shall indicate FOB price Foreign suppliers shall submit the AIR freight and insurance in Slno 2 & 3 .
- 2.0 Any other charges, if not specified above, may also be indicated.
- 3.0 Incomplete offer received may not be considered.
- 4.0 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.
- 5.0. The Rate Schedule (unpriced) shall be enclosed by the bidders in their technical bid (Part-1), confirming specifically that all the items of the Rate Schedule have been quoted.
- 6.0, In case of Indian bidders cenvat/modvat credit (For Indian Bidders): The quotations must indicate Tariff 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 evaluation the bids.

(Signature and Seal of Tenderer)

7. RATE SCHEDULE (FOR INDIAN BIDDERS)

For the Supply of STRAND JACK SYSTEM WITH ACCESSORIES:

Sl .No	Description of Item	M/s		
		Qty No/Set	Unit rate	Total Rs
1	Exworks Price for supply of ONE SET STRAND JACK SYSTEM WITH ACCESSORIES as per detailed specification enclosed with tender enquiry and technical specifications. Including essential spares (bidder shall enclose the list with tech bid and itemized breakup price with price bid) .Training and Supervision charges for for assembly testing & commissioning of the STRAND JACK SYSTEM at the BHEL site.	1		
2	TRAINING, SUPERVISION, TESTING AND COMMISSIONING AT SITE for the above	1		
3	Packing & Forwarding	LS		
4	ED (on Sl No 1 + 3)	0.0%		
5	Cess on ED (on Sl No. 4)	0.0%		
6	CST/ST / VAT without C Form or any other concessional form (on Sl No. 1+3+4+5)	0.0%		
7	Service Tax If applicable (on Sl.No. 2)	0.0%		
8	Freight Charges	LS		
9	Transit Insurance	LS		
10	Other charges if any	LS		
11	FOR DESTINATION Price (Sl 1 to 10)			
12	MODVAT benefit pass onto BHEL (Sl No. 4, 5 & 7)			
13	On line quoting price (FOR DESTINATION Price - MODVAT ie Sl No. 11 - 12)			

NOTE:

- 1.0 Incomplete offer received may not be considered.
- 2.0 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.
- 3.0 The Rate Schedule (unpriced) shall be enclosed by the bidders in their technical bid (Part-1), confirming specifically that all the items of the Rate Schedule have been quoted.
- 4.0 The quotations must indicate Tariff 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 evaluation the bids.

(Signature and Seal of Tenderer)

ENQUIRY No: EC112016

DATE: 13.07.2012

DUE DATE: 03.08.2012

ENQUIRY No: EC112016

DATE: 13.07.2012

DUE DATE: 03.08.2012

CERTIFICATE FOR NO DEVIATION

I, _____

Of

M/s _____

hereby certify that there is no deviation from the Tender

conditions either technical or commercial and I am agreeing to

all the terms and conditions mentioned in the Tender Specification.

I further confirm our unqualified compliances to tender conditions,

Integrity pact and acceptance to Reverse Auction Process (If applicable)

SIGNATURE OF THE TENDERER

OFFICE SEAL