

FOR OFFICIAL USE ONLY
NOT FOR PUBLICATION

TENDERER'S COPY
ORIGINAL COPY

TENDER SPECIFICATION

TENDER NO. BHEL:NR(SCT): BOILER DRUM LIFTING:570

FOR

LIFTING OF THE BOILER DRUMS BY MEANS OF STRAND JACKS
METHOD AT DIFFERENT SITES OF PSNR PROJECTS.

PART I – TECHNICAL BID



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



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
Phone: 0091-0120-2515476 / 2515464 / 2515479
Fax 091-0120-2515464 / 2515467
Email: sku@bhelsnr.co.in / pshiv@bhelsnr.co.in

TENDER NO. BHEL:NR(SCT): BOILER DRUM LIFTING:570

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-----

INDEX

Sl. No.	CONTENTS	PAGE
1.	Tender Notice	04-05
2.	Tender Notice- Newspaper	06
3.	Procedure for submission of tender	07
4.	Project synopsis	08
5.	Section-III Special Conditions of Contract	09-15
6.	Annexure-I, CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS	16
7.	Annexure-II, NON DISCLOSURE AGREEMENT	17
8.	Annexure-III, GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)	18
7.	Annexure-IV, FORMAT FOR NO DEVIATION CERTIFICATE	19



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
Phone: 0091-0120-2515476 / 2515464 / 2515479
Fax 091-0120-2515464 / 2515467
Email: sku@bhelpsnr.co.in / pshiv@bhelpsnr.co.in

TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the “LIFTING OF THE BOILER DRUMS BY MEANS OF STRAND JACKS METHOD AT DIFFERENT SITES OF PSNR PROJECTS.”

TENDER NO. BHEL:NR(SCT): BOILER DRUM LIFTING:570

QUALIFYING REQUIREMENTS:

“ Tenderer who wish to participate should have carried out atleast one similar work of Drum lifting / Generator Lifting for minimum weight of 100 MT or more during last five years and also have an average annual financial turnover of minimum of Rupees 41 lacs during last three years (2005-06, 06-07 and 07-08).”

NOTES:

- (i) The Tender Documents comprise of following;
 - (a) General Conditions of Contract
 - (b) Special Conditions of Contract, Tender Notice, Project Synopsis etc.
 - (c) Rate Schedule
- (ii) Tender Documents with complete details are hosted on BHEL’s web page www.bhel.com. Bidder(s) intending to participate may download the tender document from the web site. Bidder(s) downloading the tender documents from the web site, shall remit Rs.1000/- (Rupees One thousand only) in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer
- (iii) Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e **upto 23.10.08** on payment of Rs.1,000/- (non-refundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender No. and work.
- (iv) Tenders must be submitted to the undersigned (Room No. 104) at the address given above **latest by 23.10.08** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. on 23.10.08**. Tenders received after the due date & time shall be liable to be summarily rejected.

TENDER NO. BHEL:NR(SCT): BOILER DRUM LIFTING:570

- (v) Earnest Money Deposit (EMD): Refundable, Non-interest bearing **EMD of Rs 1,50,000/-** shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of " Bharat Heavy Electricals Limited" payable at Delhi/NOIDA . Those bidders who have already deposited ' One Time 'EMD' of Rs. 2,00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender.
- (vi) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- (vii) 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.**
- (viii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (ix) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (x) BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation. As such, the bidders should submit their best prices in the 'Sealed Price Bid'. However, bidders are required to confirm their acceptance of "General terms and conditions" governing RA specifically in their technical bid. The "General terms and conditions" governing RA are given in the SCC of the NIT. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose (RA).**

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

1. Name and Designation of official
2. Postal Address (Complete)
3. Telephone Nos. (Land line & Mobile both)
4. FAX No.
5. E-mail address
6. Name of Place/State/Country, wherefrom he will participate in the RA

- (xi) Unsolicited rebate/discount shall not be accepted after bid opening.
- (xii) Purchase Preference will be given to CPSUs as per Govt. Guidelines.

DGM / SCP



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
Phone: 0091-0120-2515476 / 2515464 / 2515479
Fax 091-0120-2515464 / 2515467
Email: sku@bhel.com / pshiv@bhel.com

DOMESTIC NOTICE INVITING TENDER

LAST DATE OF SALE : 23.10.2008
DATE OF OPENING : 23.10.2008

NIT NO. / NAME OF WORK

TENDER NO. BHEL:NR(SCT): BOILER DRUM LIFTING:570

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the "LIFTING OF THE BOILER DRUMS BY MEANS OF STRAND JACKS METHOD AT DIFFERENT SITES OF PSNR PROJECTS."

NOTES

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at www.bhel.com for details of NIT including Qualifying Requirements.

DGM/SCP

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

PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

The tenderers must submit their tenders as required in **two parts** in separate sealed covers **prominently superscribed as Part-I Technical bid and Part-II ,Price bid** also indicating on each of the cover tender specification no., date and time as mentioned in tender notice.

TECHNICAL BID (COVER-I)

Except **Price bid Part-II**, complete set of tender document consisting of General conditions of Contract, “Technical specification & Special terms and condition” (Part-I) issued by BHEL shall be enclosed in **Part I Technical Bid only**. All schedules, data sheets and details called for in the specification shall also be submitted along with technical bid. All details / Data / Schedules including offer letter duly signed and stamped are to be **submitted in duplicate**.

PRICE BID (COVER-II)

Tenderers may please note that price bid is **to be submitted only in original copy** of Tender i.e. Price bid (Part-II) issued by BHEL and no duplicate copy of same is required.

These Two separate covers i.e. cover I & II shall together be enclosed in a **third envelope (Cover-III)** and this sealed cover shall be superscribed with tender specification No., due date, time and submitted to officer inviting tender as indicated in tender notice on or before due date as indicated.

TENDER NO. BHEL:NR(SCT): BOILER DRUM LIFTING:570
PROJECT SYNOPSIS

I FARAKKA

National Thermal Power corporation ltd. has entrusted BHEL for Design, Engineering, Manufacturing, Supply, Installation, Testing and commissioning of Steam Generator, Turbine Generator packages along with their auxiliaries for 1 x 500 MW for Farakka Super Thermal Power Project, Stage-III which is located near Farakka town in Murshidabad district of West Bengal. The Stage-III of the Project shall comprise of one (1) unit of 500 MW. Stage-I & Stage-II of the project comprises of three (3) units of 210 MW each and two (2) units of 500MW each are presently under commercial operation. The ultimate capacity of the project will be 2130 MW (Stage-I, 3x210 MW + Stage-II, 2x 500 MW + Stage-III, 1X500 MW).

The nearest railhead New Farakka Railway Station of Eastern Railway is approximately 2.0 km away from the project site. Maldah is the nearest major towns located within 50Km distance from the project site. The nearest commercial airport is Kolkata and located at a distance of approximately 300-km. New Farakka Railway station is around 300 Km away from Howrah.

II JHAJJAR

1. Name of the Owner : ARAVALI POWER CORPORATION PVT LTD
2. Address : ARAVALI SSTP
District JHAJJAR
Haryana
3. Installed capacity : New project
4. New Installation : 3 x 500 MW
5. Nearest Railway station : Jharli -- 3 km
Jhajjar Town - 35 km
Bahadurgarh - 70 km
Delhi – 150 km
6. Nearest City : Bahadurgarh 70
7. Nearest Airport : Delhi - 450 km
8. Maximum Temperature : 48 Deg C
9. Minimum temperature : Appx 2 Deg C

SECTION-III

SPECIAL CONDITIONS OF CONTRACT

INDEX

Cl. No	Description
34.	Scope of work
35	Time schedule
36	Terms of payment
37	TERMS & CONDITIONS
38	FACILITIES TO BE PROVIDED BY BHEL
39	OTHER TERMS & CONDITIONS
40	INCOME TAX, SALES TAX, VAT ETC
41	PRICE VARIATION
42	RATE SCHEDULE Security deposit
43	INSTRUCTIONS TO TENDERER Others
44	LIQUIDATED DAMAGES (LD)
45	Security deposit
46	Others

34.0 SCOPE OF WORK

34.1 Providing suitable Strand jacks and associated equipments with required man power for smooth operation of the equipment & lifting of the Boiler Drums of capacity as shown below at the following Projects:

Sl. No.	Name of project	Quantity	Capacity	Approx. Weight of boiler drums	Tentative date of drum lifting
01	Jhajjar	3 Nos	3 x500 MW	240 MT	Nov.08, Feb.09, May.09
02	Farraka	1 No	1 x 500 MW	240 MT	Dec., 08

Note: - BHEL shall intimate site readiness for drum lifting program of each unit about one month in advance.

35.0 TIME SCHEDULE

- 35.1 The agency should provide the services with equipments well in advance so as to meet the above schedule on receipt of intimation from Construction Manager of respective site.
- 35.2 Equipment to be deployed should be serviced before dispatch.
- 35.3 One service engineer with fast moving spares and one barrel of hydraulic oil should be made available at sites during operation.

36.0 TERMS OF PAYMENT

- 36.1 **40% of accepted rates per unit per project** shall be released by respective BHEL on completion of activities as mentioned in clause No. 37.1 to 37.19.
- 36.2 **58% of Accepted rates per unit per project** shall be paid by respective BHEL site on successful and satisfactory completion of Boiler drum lifting including alignment of drum.
- 36.3 **Balance 2% of Accepted rates per unit per project** shall be payable after one month on contractor discharging his responsibilities as stipulated in the contract. The certificate of BHEL engineer regarding such approval and passing of sums shall be final and conclusive against the contractor.
- 36.4 BHEL site at its discretion may further split up the above percentages of breakup and effect payment to suit the site condition, cash flow requirement, according to the progress of work.

37.0 TERMS & CONDITIONS:

(A) SCOPE OF WORK OF AGENCY

- 37.1 Design of Jacking system
- 37.2 Supply of Jacking system and it's accessories including Pin, Sleeve etc
- 37.3 All necessary consumables
- 37.4 Power Source and fuel for the Power packs
- 37.5 Design of Jack support
- 37.6 Transportation of equipment to site.
- 37.7 Provision of all necessary supervision to oversee the skidding, lifting, dismantling & to operate the equipments provided by them.
- 37.8 Provision of technicians for the equipment assembly and installation
- 37.9 Suitable personnel /technicians to operate and maintain the equipment
- 37.10 Site accommodation for crew.
- 37.11 Local Transportation of personnel.
- 37.12 Communication system during drum lifting operation among all associated persons deployed by the Agency.
- 37.13 Manufacturer's test certificates of STRAND JACKS & each coil of strand.
- 37.14 Procedure and write up from start to finish of the drum lifting activity.
- 37.15 Adequate third party insurance cover
- 37.16 Workmen's compensation for their workmen
- 37.17 Insurance for Equipments
- 37.18 Designing of Cat head structure.
- 37.19 Providing qualified safety engineer during drum lifting operation.
- 37.20 Lifting of Boiler Drum and completion of all the activities.

38.0 FACILITIES TO BE PROVIDED BY BHEL

- 38.1 Load information for the design of Jacking Supports
- 38.2 All necessary cranes & tools and plants for handling, positioning, erection & dismantling & loading of the strand jacks and its accessories.
- 38.3 Transportation of boiler drum and its positioning for lifting in the boiler area.

- 38.4 All necessary unskilled labour required for handling, assembly, erection & dismantling of the equipment provided by the agency.
- 38.5 Suitable access to the work site.
- 38.6 Storage area for equipment.
- 38.7 Required platforms for strand jack equipment.
- 38.8 Use of telephone and Fax for project related business only
- 38.9 Site lighting
- 38.10 Drawings of the item to be lifted in detail
- 38.11 T&Ps like welding machine, grinding machine, gas cutting set & gases etc will be provided by BHEL free of charges
- 38.12 Fabrication, lifting, positioning & welding of cat head structure.
- 38.13 Lifting & Positioning of U-Rod with the help of winches along with boiler drum.
- 38.14 Drum alignment.

39.0 OTHER TERMS & CONDITIONS

- 39.1 All the technical requirements are to be ensured by the contractor so that the operation during lifting will not cause any deformation to BHEL equipments wherever the Strand jacks and related equipments are positioned and anchored.
- 39.2 It is the responsibility of the contractor to take necessary precautions for safe working and avoid any damages to the property/equipments belonging to client failing which the cost of damages/repair/replacement will be recovered from the contractor
- 39.3 It is the responsibility of the contractor to arrange passes or entry permit as per the procedure followed in the plant premises through BHEL site office.
- 39.4 It is the responsibility of the contractor to follow safety precautions while carrying out the work.
- 39.5 The strand jack equipment of the contractor shall be released by BHEL within seven days of boiler drum lifting and its alignment for each unit. In case the equipment is retained beyond above period at site for the reasons not attributable to the contractor, the contractor shall be paid additional charges for such additional period (Limited to 5 % of the contract value of respective unit). The bidder shall furnish additional charges per day applicable beyond seven days of boiler drum lifting and alignment. For the purpose of evaluation of bids, total additional time of 10 days shall be considered for all the units covered in this tender.

40.0 INCOME TAX, SALES TAX, VAT ETC.

40.1 **TDS under Income Tax, Sales Tax, VAT etc**, if any, shall be deducted at prevailing rates on gross invoice value from the running bills unless Exemption Certificate from appropriate Authority / Authorities is furnished.

40.2 **Price quoted shall be inclusive of all taxes except service tax.** The service tax, as legally leviable & payable by the contractor under the provisions of applicable law/act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project The contractor shall obtain prior approval of BHEL before billing the service tax amount.

With introduction of Cenvat credit rules 2004 which came into force w.e.f. 10.09.2004, excise duty paid on input goods including capital goods used for providing the output service and service tax paid on input service can be taken credit of against the service tax payable on output service. **As such, while offering the rates, the contractors may take into account the benefit of above provisions as the cost of input to contractors will be the cost net of excise duty and service tax and adjust their offer price accordingly to make it more competitive.**

40.3 In VAT applicable States, "Tax Invoice" if required under the relevant State VAT law shall be submitted alongwith other compliances as per concerned VAT Act.

40.4 Contractor shall get his organization registered with concerned sales tax/VAT authorities within 15 days of award of this contract, if applicable. The delay on this account and delay in bringing the material shall be to contractor's account and no extension of time shall be allowed on this account. The sales tax/VAT registration for this contractor shall be forwarded to BHEL within 30 days from the date of LOI. In case the contractor is already registered for sales tax/VAT with Govt. Authorities he must quote his registration no, while submitting their tender.

40.5 Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax/VAT Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this contract.

41.0 PRICE VARIATION

The rate quoted by tenderers shall **remain firm** during contract period and extended period, if any.

42.0 RATE SCHEDULE

42.1 Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.

42.2 The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.

42.3 **BHEL RESERVE THE RIGHT TO HAVE MORE THAN ONE CONTRACTOR FOR THE TOTAL REQUIREMENT**

43.0 INSTRUCTIONS TO TENDERER

43.1 Offers received without data / information required to be submitted under tender clauses-11.1 to 11.11 are liable to be rejected. All these data / information should be duly supported by documentary evidences (Refer note below clause-11)

43.2 No deviations to the tender conditions will normally be accepted.

43.3 The tenderer are advised to physically visit the site and fully acquaint themselves with site conditions, **safety norms being followed / to be followed during working**, transportation routes, various distances and the fact that other contractors would be working in this area their structures are to be protected. The material brought and stacked for construction should not make hindrance to other contractors. Necessary precaution and arrangements including sprinkling of water during work as acceptable to BHEL for safety & security for the above have to be made by the contractor. No claim whatsoever will be entertained by BHEL on any such account and the contractor's rates shall be deemed to have taken this into account.

43.4 The contractor in the event of this work awarded to him, shall establish a site office at site and keep posted an authorised responsible officer who should hold a valid power of attorney for the purpose of the contract. Any order or instruction of the Engineer or his duly authorised representative shall be communicated to the contractor's representative at site office and the same will be deemed to have been communicated to the contractor at his legal address.

43.5 The contractor shall comply with following towards Social Accountability;

- (a) The contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged , the Contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
- (b) The contractor shall not engage Forced/Bonded Labour and shall abide by abolition of Bonded Labour System(Abolition) Act, 1976.
- (c) The contractor shall maintain Health & safety requirement as stipulated in the Contract and Contract Labour(Regulation & Abolition) Act,1970.
- (d) The Contractor shall abide by UN convention w.r.t Human Rights and shall be liable for Discrimination/Corporal punishment for failure in meeting with relevant requirements.
- (e) The Contractor shall abide the requirement of Contract Labour(Regulation & Abolition) Act,1970 for working hours.
- (f) The Contractor shall abide by the Statutory requirement of Minimum Wages Act 1948, payment of Wages Act 1936.
- (g) The Contractor shall arrange potable drinking water to its employees & workers.

43.6 Contractor shall ensure following:

1. Contractor has to maintain contact with local hospital having ambulance facility, scanning & other ultra modern medical facilities required during emergency.

2. Contractor has to ensure pre employment medical check for all staff & workers.
3. Contractor has to ensure that adequate First Aid facilities are available at work site for emergency purpose.

In addition to above, BHEL (through its other contractor) has arranged ambulance at work site for emergency purpose, which can be utilized by contractor in case of emergency. In case , under unavoidable circumstances , if the ambulance is not available , the contractor will have to arrange for the same as [under clause 43.6 \(1\)](#).

44.0 LIQUIDATED DAMAGES (LD)

- 44.1 **For delay in completion of work attributable to the contractor, the LD shall be applicable at the rate of ½% of the contract value per week of delay or part thereof limited to a ceiling of 10% of the contract value as mentioned under clause no.25.5 of the GCC of the tender.**

45.0 SECURITY DEPOSIT

- 45.1 The contractor shall submit Security Deposit within 15 days from the date of issue of LOI as per clause no. 16.2 of the General Conditions of Contract (GCC). In case the contractor opts to furnish Bank Guarantee as a part of Security Deposit, the BG shall be issued as per the Performa enclosed as per Annexure-H of the GCC and also that the BG should be issued preferably through any of the Member Banks listed on Page No. 34(a) of the GCC;

For BG through any other Nationalized Bank (Not covered in the list of Member Banks of GCC), the discretion of its acceptance shall lie solely with BHEL.

46.0 OTHERS

- 46.1 In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.
- 46.2 The tenderer shall specifically confirm that he has inspected the site of work and acquired full knowledge and information about the site conditions, wage structure, Industrial climate, total work involved and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws at the site have been clearly understood by him.
- 46.3 **For reverse auction / the Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation / Techno-commercial bids and acceptance of customer. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.**

**CERTIFICATE OF DECLARATION
FOR CONFIRMING THE KNOWLEDGE OF SITE
CONDITIONS**

We,.....
..... Hereby declare and confirm that
we have visited the project site under the subject namely,
.....and **acquired full
knowledge and information about the *site conditions,
wage structure, Industrial climate and total work
involved.*** We further confirm that the above information
is true and correct and we will not raise any claim of any
nature due to lack of knowledge of site condition.

Tenderers Name and Address

Place:

(Signature of the Tenderers with stamp)

Date:

NON DISCLOSURE AGREEMENT Memorandum of Understanding

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

M/s....., providing.....service to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR;

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.

()
M/s. BHEL, PSNR

()
M/s.....

ANNEXURE-III

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 Cost to BHEL".
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 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. 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.
13. 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.
14. 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.
15. 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.

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

**Bharat Heavy Electricals Limited
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar,
NOIDA – 201 301.INDIA**

**Sub.: No Deviation Certificate for the work of LIFTING OF THE BOILER DRUMS BY
MEANS OF STRAND JACKS METHOD AT DIFFERENT SITES OF PSNR
PROJECTS.”**

TENDER NO. BHEL:NR(SCT): BOILER DRUM LIFTING:570

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage; it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)