Bharat Heavy Electricals Limited (High Pressure Boiler Plant)

Tiruchirappalli — 620014, TAMIL NADU, INDIA AN ISO 9001 MATERIALS MANAGEMENT / CAPITAL EQUIPMENT Company

ENQUIRY – Corrigendum 1

Phone: +91 431 257 70 91 Fax: +91 431 252 07 19 Email: kp@bheltry.co.in Web: www.bhel.com

NIT No. 6841 **Enquiry Number:** 2630900057

Enquiry Date: 22.07.2009

Due date for submission of

quotation:

27.08.2009

You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order

Item Description: LAPPING MACHINE

Details of Corrigendum

Drawing for the LAPPING MACHINE & Annexures for reverse auction and PBG are attached .

All other terms and conditions as published in the NIT 6841 remain unaltered.

Confirmation of acceptance for BHEL commercial terms & conditions and Price Bid formats have been posted in BHEL Corporate web site www.bhel.com or from the Government tender website http://tenders.gov.in (public sector units > Bharat Heavy Electricals Limited page) under Enquiry reference "2630900057".

Tenders should reach us before 14:00 hours on the due date
Tenders will be opened at 14:30 hours on the due date
Tenders would be opened in presence of the tenderers who have submitted
their offers and who may like to be present

Yours faithfully, For BHARAT HEAVY ELECTRICALS LIMITED Sr Manager / MM / Capital Equipment

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An ISO 9001 Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)
Tiruchirappalli-620014, Tamil Nadu, India
MM/CAPITAL EQUIPMENT/MODERNISATION

BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions governing RA are given below.

GENERAL TERMS AND CONDITIONS OF RA

Carried Section

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

- 1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- 4. Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
- 5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
- 6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 7. Reverse auction will be conducted on scheduled date & time.
- At the end of Reverse Auction event, the lowest bidder value will be known on the network.
- 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. 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.
- 11. 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.
- 12. BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction

PERFORMANCE BANK GUARANTEE

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 High Pressure Boiler Plant Division located at Tiruverumbur, Tiruchirapalli- 620 014 (hereinafter called 'the Company') having entered into a contract with
which term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the contract No
BHEL, Trichy and as per the contract, the contractor / supplier is to furnish a performance Bank guarantee for Rs
2. We
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 thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We

the gua Con	Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all the liability under this rantee thereafter. But where such claim or demand has been preferred by the apany with the Bank before the expiry of the said date, the claim shall be enforceable withstanding 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 dispatched by Registered Post with Ack.Due or by Telegram 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
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 Tiruchirapalli.
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

setout Bank Seal the_____day _____month 200

