



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 – Northern Region,
Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar,
NOIDA – 2 01301 (INDIA)
Phone: 91-120-2515476 / 2515464 / 2416278
Fax 91-120-2515464 / 2515476
Email:sana@bhelpsnr.co.in, vks@bhelpsnr.co.in

TENDER NOTICE

BHEL Power Sector, Northern Region invites bids for the following items required at BHEL sites in India .

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/PSNR/SCP/VKS/ E-2074	SUPPLY OF HYDRAULIC POWER SOURCE (BOLTING MACHINE) FOR INSTALLATION OF BOLTS IN E.S.P.	20.12.2010 3.30PM (IST)

Notes:

1. For detailed tender enquiry, please visit BHEL web site www.bhel.com

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TENDER ENQUIRY

BHEL Power Sector, Northern Region invites bids for the following items required at BHEL sites in India .

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/PSNR/SCP/VKS/ E-2074	SUPPLY OF 10 SETS OF HYDRAULIC POWER SOURCE (BOLTING MACHINE) FOR INSTALLATION OF BOLTS IN ELECTRO STATIC PRECIPITATOR (E.S.P) OF THERMAL POWER PLANT. (DETAILS OF POWER SOURCE AND ACCESSORIES ARE AS PER ANNEXURE-I) NOTE: THE SUPPLIER HAS TO CONFIRM THAT THEIR POWERING EQUIPMENTS ARE SUITABLE FOR FASTENING OF M/s AVLOCK MAKE BOLTS and M/s HUCK MAKE BOLTS.	20.12.2010 3.30PM (IST)

1. DESTINATIONS FOR SUPPLY OF ABOVE ITEMS ARE AS FOLLOWS:

- BHEL SITE OFFICE, ANPARA –D TPS, DISST SONEBHADRA (U.P) 231225
- BHEL CHHABRA CAMP OFFICE, POST BOX NO.11, NFL TOWNSHIP, VIJAYPUR, GUNA (M.P).
- BHEL SITE OFFICE, GVK TPS, GOINDWAL SAHIB, TARN TARAN (PUNJAB).

2. **QUALIFYING REQUIREMENTS / PAST EXPERIENCE:-**

OFFERS FROM MANUFACTURERS OR THROUGH/FROM THEIR DEALERS ONLY SHALL BE CONSIDERED WHO HAVE BEEN MANUFACTURING OR SELLING SIMILAR OR HIGHER CAPACITY MACHINES AS SPECIFIED ABOVE (ABOVE IN THE NOTE)

NOTES:-

The Tender Document comprises of following;

- (1) Tender Notification
 - (2) Tender Invitation
 - (3) Annexure for Technical Specifications separately.
 - (4) Special Terms & Conditions.
 - (5) General Terms & Conditions.
 - (6) Rate Schedule
- (ii) 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.
- (iii) 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

TENDER NO: BHEL-PSNR/SCP/VKS/E-2074 DATED: 29/11/2010 DUE DATE: 20/12/2010
09.30 Hrs. to 15.30 Hrs within the period i.e **upto19.12.2010**. Request for issue of tender documents should clearly indicate Tender No.and work description.

- (iv) Tenders must be submitted to the undersigned **latest by 20.12.2010** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. (IST) on 20.12.2010**.
 - (v) The present destinations for supply are as per given above, However, the destination is subject to change as per deployment plan at the time of delivery.
5. 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.
6. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
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 RA specifically in their technical bid. The "General terms and conditions" governing RA are given in the Annexure-I 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.
8. Bids, once submitted, shall not be returned.

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SNO	DETAILS OF EQUIPMENT	QTY REQD ANPARA	QTY REQD CHHABRA	QTY REQD GOINDWAL	TOTAL QTY IN NOS
1	HYDRAULIC POWER SOURCE (BOLTING MACHINE) 220/230 VOLT, SINGLE PHASE, 50 HZ, SUITABLE TO INSTALL BOLTS OF ½" AND 5/8"	04	03	03	10
2	HAND TOOL FITTED WITH ½" NOSE ASSLY	04	03	03	10
3	HAND TOOL FITTED WITH 5/8 " NOSE ASSLY	02	01	02	05
4	NOSE ASSLY ½"	04	03	03	10
5	NOSE ASSLY 5/8"	02	01	02	05
6	HS HOSE SET 15 MTS	10	05	05	20
7	SERVICE KIT , ½ " NOSE ASSLY	04	03	03	10
8	SERVICE KIT, 5/8" NOSE ASSSLY	02	01	02	05
9	JAWS SET ½"	02	01	02	05
10	JAWS SET 5/8"	02	01	02	05
11	SERVICE KIT (HAND TOOL)	02	01	02	05

:

GENERAL REQUIREMENT

1. Actual data of offered model to be filled supported by printed catalogue (Catalogue/technical specifications should enclosed with technical part of bid.
2. Documentary proof for service centers in India for the offered model to be submitted.
3. Documentary proof from OEM on the letter head for authorized dealer/representative of the company (whose product is being offered) is essential.

SPECIAL TERMS AND CONDITIONS

Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for supply of HYDRAULIC POWER SOURCE (BOLTING MACHINE) AND ITS ACCESSORIES (as per detailed specifications so as to reach us before the date of opening. The tenders (Part I only) will be opened at 3.30 PM (IST) on **20.12.2010**.

Tender should not be addressed to any Individual's name but only by designation to:

DY MANAGER /PURCHASE
BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
Power Sector-Northern Region,
Plot no.25, Sector 16 A PB NO. 55,
NOIDA –201301 (INDIA)

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. It should include the following: -

- i) Technical specifications along with necessary catalogues, drawings, and technical literatures for the offered **item** in line with the technical specifications enclosed with this tender.
- ii) Documentary evidence of manufactured and supplied item.
- iii) Details of service facilities available in India for 'After Sales Service'.
- iv) Acceptance to technical and commercial terms and conditions.
- (vi) **Normally no deviations are allowed (Techno-Commercial). However, If there are any deviations, the same should be clearly specified.** Deviation, if any, will be liable for rejection or can be considered subject to suitable loading by BHEL and for which BHEL's decision shall be final and binding.
- (vii) Since bids are expected from outside India also therefore Bidders shall indicate the currency for rates in their offer (Part-I). However price comparison of the bids shall be done in INR only. For conversion of foreign currency in INR, TT Selling rates of SBI applicable on the date of technical bid opening shall be considered. In case of bank holiday the previous day rates shall be taken. Comparison may be done on FOB/Ex works/C&F, CIF or FOR on cost to BHEL basis at discretion of BHEL.
- (x) Commercial
This part shall include / indicate the following :
 - a) Station of dispatch
 - b) Terms of payment
 - c) Taxes & duties applicable.
 - d) Delivery Schedule
 - e) Offer validity
 - f) A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without the price details to be enclosed.

1.2 Part II (Price bid) :-

- i) As per Rate Schedule format-A, enclosed.
- ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. **The bidders are required to quote preferably in Indian Currency for the rates as per rate schedule, in part-II price bid. However offers received in foreign currency shall be converted in INR as per 1.1(vii) above. 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.

2. Following should be super scribed on the envelopes of the two parts of the Bids separately in separate envelopes.

Part I: Techno-Commercial Bid:-

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 super scribed as indicated above and shall be enclosed in one main envelope duly sealed and super scribed 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 & Testing: -

Inspection shall be carried out in presence of BHEL engineers and the service engineer of supplier during commissioning of machines at sites. Expenses of the visiting service engineer of supplier shall be to suppliers account. However all arrangements for testing and commissioning shall be done by BHEL site.

6. Delivery: The delivery required is within 6-8 weeks from date of 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.

6 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 the services available from places outside India.

7 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 tropicalised to withstand such climatic conditions.

- 8 In case the equipment is offered from outside India, the tenderers shall also submit following information along with techno-commercial bid (Part-I) :-

- a) Gross / Net weight of Equipment along with accessories in Kgs..
- b) Number of packages and their individual weight/volume in MKS system, along with tentative shipping list.
- c) Name of the nearest load port and its distance from works.
- d) Approx. voyage time from load port to the port in India.
- e) Ocean freight from load port to the port in India . To be furnished in Rate Schedule format – Annexure- A
- f) 'Name of Original Foreign Supplier with their complete address' on whom Order is proposed to be placed /issued.
- g) In case of payment through Letter of Credit, names of Beneficiary and Banker with account details.

- 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 days prior to shipment of each crane FOR THE 100% order value however payment shall be released as per (clause 9) ' Payment Terms of the NIT. The supplier shall intimate dispatch plan well in advance. Indian suppliers shall not be paid through L/C. 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. Payment to indian supplier shall be made through EFT (Electronic Funds Transfer).
- i. 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.

- 9 **Payment Terms:** The supplier shall adhere to the following payment terms .

- 90% of Ex-works/FOB value against dispatch documents (through LC for foreign supplier and through EFT for Indian supplier).

The set of despatch documents for 90% payment shall be as follows

- Three Original of tax Invoices(Invoice).
- Copy of LR
- Dispatch Clearance from BHEL .
- Full set of Clean on Board Bill of Lading- In-Original (In case of foreignsupplier)
- One original and one copy of Packing List
- Certificate of Country Of Origin issued by appropriate authorities (In case of foreign supplier)
- Warranty Certificate for the goods
- Certificate confirming "goods supplied are new".
- 100% Taxes/Duties as applicable within 30 days on receipt of material .
- Balance 10% of ex-works/FOB along with the charges of supervision for commissioning of machines at site if any, within 30 days of commissioning / acceptance test at site against performance bond / Bank Guarantee of 10% of order value as per warrantee cl of tender.
- 100% Ocean freight and Insurance charges, as applicable, on receipt at port and custom clearance of the total consignment 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**

10 Warranty: -

The items offered shall carry a warranty for a period of 12 months from the date of commissioning at site or 18 months from the date of dispatch.. 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. Supplier to submit the PBG (Performance Bank Guarantee equal to 10% of order value valid for 12 months from date of commissioning or 18 months from date of dispatch . PBG shall be on stamped paper as per BHEL Format through Indian bank located in India

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

12 No separate Indian agents commission will be payable. The bidder to confirm this specifically in their techno-commercial bid.

13 All sheets of the offer should be duly signed and stamped by the tenderers.

14 Un priced rate schedule to be submitted with technical part of bid.

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

16 In case of any contradiction between General Terms & Conditions (GTC) and Special Terms &Conditions of Contract (STC), the latter shall prevail.

17 LANGUAGE & CORRECTION

- a. The tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
- b. All entries in the tender shall either be typed or written legibly in ink. Erasure and over-writings are not permitted and may render such tenders liable for rejection.
- c. Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
- d. All cancellations and insertions shall be duly attested by the tenderer.
- e. All columns for price format shall be filled. If not applicable, please write "NA"

18 TENDER EVALUATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

19 PRICE DISCREPANCY

- a. Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit prices, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.
- b. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- c. If there is a discrepancy between words and figures, the amount in words shall prevail.
- d. In case of any other discrepancy, the decision of the purchaser will be final.

20 DISCOUNTS

Discount offered by any bidder, against the present Tender Enquiry, which is also indicated to be applicable to any other Enquiry, shall be considered against the present Tender Enquiry only.

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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. Please note that our terms of payment are as per **clause 9** of "**SPECIAL TERMS AND CONDITIONS**" (enclosed).

No advance shall be paid.

Payments are released through Electronic Fund Transfer, supplier to provide the bank details along with bill invoices..
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 purchase at the risk and cost of supplier. However any variation in govt levies, taxes /duties within contractual delivery period shall be to BHEL account.
7. The quantities to be purchased may vary according to actual requirement at the time of placement of order.
8. Supply against orders will be subject to the General Conditions of Contract prevailing in **Bharat Heavy Electricals Limited**.
9. Where Sales Tax 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 Registration No. in the offer.
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 value of goods in arrears per week subject to a maximum of 10% (ten 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. **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 time 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.
12. **Inspection:** All goods and work are subject to our inspection either at manufacture's works/supplier's premises (expenses of inspection authority shall be borne by BHEL)

TENDER NO: BHEL-PSNR/SCP/VKS/E-2074 DATED: 29/11/2010 DUE DATE: 20/12/2010
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.

13. **Performance Bank Guarantee** :- Each machine 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 18 months from date of dispatch 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 equal to 10% of the order value and valid upto warranty period shall be furnished at the time of claiming final 10% payment.** Discretion of acceptance of BG shall lie solely with BHEL.
14. **Insurance** :- Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks from the date of delivery of the goods at the final destination.
15. **Metric System**:- Suppliers are requested to give metric measurements while quoting.
16. **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 place of Arbitration shall be New Delhi (India).
17. Any suits in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

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ANNEXURE-A

RATE SCHEDULE FOR INDIAN BIDDERS

Sl.No.	DESCRIPTION	QTY	UNIT PRICE (Rs.)	TOTAL AMOUNT (Rs)
1	HYDRAULIC POWER SOURCE (BOLTING MACHINE) 220/230 VOLT, SINGLE PHASE, 50 HZ, SUITABLE TO INSTALL BOLTS OF 1/2" AND 5/8" INCLUDING P&F	10		
2	HAND TOOL FITTED WITH 1/2" NOSE ASSLY	10		
3	HAND TOOL FITTED WITH 5/8" NOSE ASSLY	5		
4	NOSE ASSLY. 1/2"	10		
5	NOSE ASSLY. 5/8"	5		
6	HS HOSE SET 15 MTS	20		
7	SERVICE KIT , 1/2' NOSE ASSLY	10		
8	SERVICE KIT, 5/8' NOSE ASSLY	5		
9	JAWS SET 1/2"	5		
10	JAWS SET 5/8"	5		
11	SERVICE KIT (HAND TOOL)	5		
12	TOTAL BASIC COST			

13.	EXCISE DUTY / CUSTOM DUTY + PORT CLEARANCE CHARGES, (CENVAT/MODVAT DETAILS)			
14.	CST WITHOUT C FORM			
15.	TRANSPORTATION / FREIGHT AND TRANSIT INSURANCE CHARGES FROM MANUFACTURER WORK / SUPPLIER PLACE TO BHEL SITE OFFICE ,. FOR EACH SET AS PER BELOW . BHEL ANPARA IN U.P BHEL-CHHABRA IN M.P BHEL- GVK, GOINDWAL IN PUNJAB			
16.	LUMP SUM CHARGES OF SUPERVISION FOR COMMISSIONING OF MACHINES AT SITE INCLUDING SERVICE TAX APPLICABLE	10		
17.	TOTAL ORDER VALUE			
18.	CENVAT BENEFIT TO BHEL AGAINST EXCISE DUTY/CUSTOM DUTY			
19.	COST TO BHEL (AFTER CONSIDERING CENVAT BENEFIT TO BHEL)			

NOTES:

1. **Tenders will be evaluated based on the prices quoted upto FOR Site after considering CENVAT benefit to BHEL arrived at sl no 20.** Bidders are requested to quote for each and every item from 1 to 19 as indicated above and CENVAT AMOUNT MAY BE INDICATED. Please indicate NIL against items not applicable. However order shall be placed on F.O.B/CIF/OR ON F.O.R.
2. CENVAT/MODVAT credit: The quotation must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case charged to us. If the tenderer is availing **MODVAT** credit for his input materials, the effect of Performa credit should be passed on to the purchaser.
3. Any other charges, if not specified above, may also be indicated.
4. Incomplete offer received may not be considered.
5. 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.
6. In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.
7. Copy of rate schedule without price to be submitted with technical part of bid.

(Signature and Seal of Tenderer)

ANNEXURE-A**RATE SCHEDULE FOR FOREIGN BIDDERS**

Sl.No.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
1	HYDRAULIC POWER SOURCE (BOLTING MACHINE) 220/230 VOLT, SINGLE PHASE, 50 HZ, SUITABLE TO INSTALL BOLTS OF ½" AND 5/8" INCLUDING P& F	10		
2	HAND TOOL FITTED WITH ½" NOSE ASSLY	10		
3	HAND TOOL FITTED WITH 5/8" NOSE ASSLY	5		
4	NOSE ASSLY. ½"	10		
5	NOSE ASSLY. 5/8"	5		
6	HS HOSE SET 15 MTS	20		
7	SERVICE KIT , ½' NOSE ASSLY	10		
8	SERVICE KIT, 5/8' NOSE ASSSLY	5		
9	JAWS SET ½"	5		
10	JAWS SET 5/8"	5		
11	SERVICE KIT (HAND TOOL)	5		
12	TOTAL BASIC COST			
13	C&F CHARGES			

14.	INSURANCE UPTO DESTINATION PORT			
15	TOTAL CIF (INDIAN PORT:MUMBAI/CHENNAI)			

NOTES:

1. Incomplete offer received may not be considered.
2. 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. In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.
4. Copy of rate schedule without price to be submitted with technical part of bid.

(Signature and Seal of Tenderer)

GENERAL TERMS AND CONDITIONS OF RA

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL shall 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.
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. 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.
12. 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.
13. 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.

In case BHEL decide to process the tender through Reverse Auction Process (RA), following details shall be required from the bidders for their authorized representative who will participate in the on line Reverse Auction Process;

- (a) Name of 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.

Formats for execution of Performance 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 nationalised banks.

1. 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 PSNR division located at plot 25, sector 16-A ,Noida-201301, (hereinafter called "the Company") having entered into a contract with hereinafter called "the said Order" which term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the Order No: dated between BHEL, PSNR and as per the Order, the contractor/supplier is to furnish a Performance Bank Guarantee for Rsfor the due performance of the equipment to be supplied under

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 made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay 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 guarantee 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

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 of 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 variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating 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 Delhi.
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

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 20.

NON DISCLOSURE AGREEMENT
Memorandum of understanding

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

M/s , providing services 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 -----

JE/SCP

FORMAT FOR E-PAYMENT DETAILS : - BHEL-PSNR-NOIDA

(To be given in letterhead)

Beneficiary Name	:	
Bank Name & Branch	:	
MICR Code (9 Digit)	:	
IFSC CODE (For NEFT)	:	
Beneficiary Account No.	:	
Beneficiary E-mail ID (for payment confirmation)	:	

