

Ref. Enquiry No.: PE/PG/BHU/E-6696/2021, Dated 20.07.2021

DUE DATE
30 July 2021
BY 02:00 PM

Dear Sir/ Ma'am

Subject: Open tender Enquiry for "Rotameter" for 1 x 660 MW BHUSAWAL TPS as per Technical Specification No. PE-TS-415-145-I105

Design, Manufacture, Inspection and testing at manufacturer's works, proper packing for transportation and delivery to site of the Rotameter along with Accessories, Start-up/ Commissioning Spares & Mandatory spares as mentioned in different sections of Technical Specification PE-TS-415-145-I105 for **1 x 660 MW Bhusawal TPS**.

Your offer shall be submitted in two parts strictly as per Clause-2.0 of the "Instructions to Bidders" of GCC Rev. 07, in sealed cover for the below mentioned equipment/system.

Item Description ROTAMETER		
Sl. No.	Project	TECHNICAL SPECIFICATIONS
1	1 x 660 MW BHUSAWAL TPS .	PE-TS-415-145-I105

Your best quotation/offer for the above requirement, in line with tender terms and conditions, should be submitted **online via e-procurement system (NIC portal)**. It shall be the responsibility of the bidder to ensure that the tender is submitted **on or before the due date by 02:00 PM, 30.07.2021**. Part-I (techno-commercial) bids shall be opened at **05:00 PM** on the due date.

Note: 1. Detailed tender documents have been uploaded on following websites: -

<https://eprocurebhel.co.in>, <https://www.bhel.com/tenders>; <https://pem.bhel.com/Home.aspx>

Bidders are requested to upload their best offer on <https://eprocurebhel.co.in> only.

2. In case bidders are not interested to quote, please send us the regret by e-mail or letter.

ENQUIRY TERMS AND CONDITIONS:

1. Offers should be submitted/uploaded separately in two parts **online through e-procurement system** as follows:

Part-I: TECHNO-COMMERCIAL BID

Part-II: PRICE BID

For detailed instructions, please refer GCC Rev 07- Instructions to Bidders.

2. Bidders shall submit their offers meeting the requirements of the following tender documents indicated in BHEL PEM GCC Rev- 07 and other Terms and Conditions included in this Enquiry Letter. Web link of GCC Rev 07 shall be as below, **bidders may download the GCC Rev 07 from the given web link and go through the same before quoting: -**

<https://pem.bhel.com/Documents/GCC/GCCRev07.pdf>

3. Bidders to note that following form the part of tender documents:

- General Conditions of Contract (GCC) Rev 07 comprising of: Instructions to Bidders and General Commercial Terms & Conditions
- Technical Specification
- Technical PQR
- Special Conditions of Contract (SCC Rev. 01) of Project.
- Enquiry terms & conditions (NIT)
- Annexures I –IV
- Performa for End customer approval

4. Any hidden conditions/deviations mentioned elsewhere in offer and standard pre-printed terms & conditions of the tenderers shall not be considered valid.

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5. Tenders shall be submitted strictly in accordance with the requirements of the above-mentioned tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately in Annexure-II of GCC Rev-07 along with reasons for taking such deviations in the bidding format in E-Procurement portal (NIC portal). Any deviations (Technical as well as Commercial) not mentioned in the Annexure-II shall not be considered. Bidders to note all the points mentioned in "Notes" of Annexure-II of GCC Rev.07.
6. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per General Conditions of Contracts (GCC, Rev.07), Special Conditions of Contract and Notice Inviting Tender (NIT)" **in case of no deviations.**
7. Unsolicited fresh/revised bids shall not be entertained.
8. If any bidder has mentioned the term "Not Applicable" / "not required" / "not quoted" in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by the successful bidder.
9. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
10. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be dispatched only after Purchaser's/Owner's inspection of the hold points specified in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC).
11. Offers should be submitted separately in two parts online through e-procurement system only (NIC portal), however, all correspondence thereof, shall be addressed to the following persons and sent at the following address:

Mr. Kundan Prasad Dy. Engineer, PG-III E-mail: kundanprasad@bhel.in Ph. +91-120-4368757; Mob: 9711832322	Mr. Shri Prakash Yadav Manager, PG-III E-Mail: spyadav@bhel.in Ph. No. +91-120-4213621; Mob: 9911775641	Mr. S K Dubey DGM, PG-III E-Mail: skdubey@bhel.in Ph. No. +91-120-4363635; Mob: 8800377855
M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, Plot No 25, Sector-16A, Noida-201301, U.P., INDIA		

12. Evaluation will be done on L1 (Total cost to BHEL excluding GST) basis. Incomplete offer or part offer of NIT BOM/BOQ shall be summarily rejected.
13. **Evaluation Conditions: (Reverse Auction)** -BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
"Vendors to note that above RA clause will supersede clause no 13 of "Instruction to Bidders" of GCC Rev 07".
14. **Govt. of India's Public Procurement Policy – Preference to Make in India Clause: -**
For subject tender only Class I local suppliers are eligible to bid (in line with clause no. 3 (a) of MII circular no P-45021/2/2017-PP (BE-II) Dtd-16-09-2020, as there is sufficient Local Capacity & Local Competition. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".
The local supplier at the time of tender, bidding, solicitation, shall be required to provide self-certification that as per the offered item, they meet the requirements of Class I local supplier as per the provisions of PPP-MII Order of Govt. of India and relevant circulars issued by nodal ministry w.r.t. above mentioned orders and shall give details of location(s) at which the local value addition is made in annexure IV.
Subject package is not divisible in nature.
15. **Delivery Schedule: - Main Supply & Mandatory Spares - As per annexure – I to NIT.**

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16. Bidder to note that this is a conditional Open Tender enquiry subject to following condition: -
- A) Meeting of Technical PQR
 - B) Techno-commercial qualification/recommendation of bidder by the BHEL-PEM.
 - C) Customer (MAHAGENCO) approval. Same shall be taken up by BHEL-PEM with customer based on the credentials/reference list/experience list. Bidders to submit the credentials as per MAHAGENCO Performa of Vendor Approval.
17. Bidders to ensure that Third party/Customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and E-mail Id etc. In case the same is found not available, BHEL has the right to reject such document from evaluation.
18. Compliance of model clauses as provided in Annexure-III of Ministry of Finance Order (Public Procurement No. issued on 23.07.2020 (Restrictions under Rule 144 (xi) of the GFR,2017) shall be applicable for subject tender. Model Certificates provided in same Annexure-III shall also be complied. Further, relevant clause of order no. 25-11/6/2018-PG dated 02.07.20 issued by MoP shall also be complied. An undertaking regarding Model Clauses (as applicable from Annexure-III of the said circular) shall be furnished by bidders along with bid documents.
19. CIF is not available for this package.
20. For bidders (who are not registered with BHEL-PEM) -Online Registration Portal is operational in BHEL. Registration in BHEL-PEM is not mandatory for this tender. However, Non-registered Vendors, who wish to apply for registration with BHEL-PEM, can apply through Online Registration Portal available at www.bhelpem.com → vendor section → Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration may be uploaded on the website and submit the application for registration.
21. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL websites only (www.pem.bhel.com, www.bhel.com & <https://eprocurebhel.co.in>) under subject tender reference. Bidders are requested to visit our websites from time to time to keep themselves updated. Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender. For Bidders' convenience, the Helpdesk Nos. of E-Procurement (NIC) Portal is available at website i.e. <https://eprocurebhel.co.in>.
22. If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e-Procurement (NIC portal), in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch.
23. Bidders to quote the freight in terms of percentage of Total Ex-works price.
24. Bidders to note that "This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline date 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipments etc.) & hence criteria of prior experience /turnover shall be same for all bidders including start-up /MSME".
25. Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines available at <https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf> to take up the inspection REMOTELY.
26. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
27. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the

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respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

28. **Performance Bank Guarantee:** Performance Security amount shall be @5% of the value of contract value (excluding taxes duties & freight) as per GCC Rev 07.
29. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till the first bill becomes due, the amount of performance security shall be recovered as per the terms defined in NIT/contract, from the bills along with due interest.
30. Overall variation on contract value due to changes in the scope shall be +/-5% which will prevail over the quantity variation clause no. 6.0 indicated in the GCC rev. 07.
31. All other terms and conditions of SCC (Rev 01) of project, NIT & GCC (Rev 07) shall be applicable for the subject package.
32. Detailed offers are to be uploaded including the following along with the Price schedule as per BHEL format enclosed with NIT: -
- Acceptance of BHEL-PEM GCC (Rev.-07)
 - Acceptance of Special Conditions of Contract (SCC Rev. 01) for the project.
 - Technical & Commercial Deviations, if any along with Cost of withdrawal.
 - TECHNICAL Pre-Qualifying Requirement (PQR)
 - Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of terms & instructions conveyed.
 - Un-Priced price format duly filled in 'Quoted' or 'Q' in each column/row.
 - Filled Format of Certification reg. Local content (annexure –IV)

All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.

Thanking You

❖ **Please note all correspondence from BHEL-PEM before part – I opening, shall also be part of NIT.**

Yours faithfully,
For and on behalf of BHEL-PEM

SHRI PRAKASH YADAV
(MANAGER/PG-III/BHEL-PEM)

Enclosures:

1. Technical Specification No **PE-TS-415-145-I105**
2. Technical PQR
3. SCC-REV-01
4. Cost of Withdrawal sheet of GCC REV-07
5. Delivery completion cum Drawings/documents submission Schedule (Annexure –I)
6. BOQ cum Unpriced format - Annexure –II
7. Instructions to Packing List (annexure –III)
8. Format of Certification Reg. Local content (annexure –IV)
9. Performa for End customer approval

UNPRICE BID - "ONLY FILL 'QUOTED'/APPLICABLE PERCENTAGE/TYPE OF GST" IN APPLICABLE CELL ONLY. DO NOT QUOTE/MENTIONED PRICE IN THIS SHEET														
PROJECT:-		1 X 660 MW BHUSAWAL TPS												
PACKAGE:-		ROTAMETER												
ENQUIRY No:-		PE/PG/BHU/E-6696/2021 dated 20.07.2021												
VENDOR Name:-														
DETAILS IF ITEM - BOQ														
	DESCRIPTION OF EQUIPMENT / ITEM FOR DEBRIS FILTER	DESCRIPTION 1	HSN/ SAC code	QTY	UNIT	UNIT PRICE (EX-WORKS) (Rs.)-DULY PACKED	TOTAL PRICE (EX-WORKS) (Rs.)-DULY PACKED	Freight % of total ex- works price	FREIGHT CHARGES (Rs.)	TOTAL EXWORKS + FREIGHT (Rs.)	TYPE OF GST	RATE OF GST (%)	GST AMOUNT ON (TOTAL EX- WORKS + FREIGHT) (Rs.)	TOTAL F.O.R SITE PRICE (Rs.)
Sl. No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Design, Manufacture, Inspection and testing at manufacturer's works, proper packing for transportation and delivery to site of the Rotameter along with Accessories, Start-up/ Commissioning Spares & Mandatory spares as mentioned in different sections of Technical Specification PE-TS-415-145-1105													
(A)	Main Supply													
1	ROTAMETER FOR CT M/U PUMP DISCHARGE HDR- 500 NB	Main Supply	90261010	1	NOS.									
2	ROTAMETER FOR POTABLE WATER PUMPS (COLONY) DISCHARGE HDR-80 NB	Main Supply	90261010	1	NOS.									
3	ROTAMETER FOR POTABLE WATER PUMPS (PLANT) DISCHARGE HDR-80NB	Main Supply	90261010	1	NOS.									
4	ROTAMETER FOR APH/ESP WASH PUMPS DISCHARGE HDR- 250 NB	Main Supply	90261010	1	NOS.									
5	ROTAMETER FOR SERVICE WATER PUMPS DISCHARGE HDR-150 NB	Main Supply	90261010	1	NOS.									
6	ROTAMETER FOR FGD PUMPS DISCHARGE HDR-200 NB	Main Supply	90261010	1	NOS.									
7	ROTAMETER FOR SCR PUMPS DISCHARGE HDR-150 NB	Main Supply	90261010	1	NOS.									
(B)	Mandatory Spare													
8	Rotameter-Mandatory spare-10 % of each type of total nos. used in the system or minimum 2 nos. of each type, model & range whichever is more	Mandatory Spare	90261010	1	set									
	GRAND TOTAL													
	TOTAL IN WORDS													
NOTES:														
1	Wherever quantity has been specified as percentage (%), the quantity of mandatory spares to be provided by contractor shall be the specified percentage (%) of the total population of the plant. In case the quantity so calculated happens to be a fraction, the same shall be rounded off to next higher whole number.													
2	Wherever the quantities have been indicated for each type, size, thickness, material, radius, range etc., these shall cover all the items supplied and installed and the breakup for these shall be furnished in the bid. In case spares indicated in the list are not applicable to the particular design offered by the bidder, the bidder should offer spares applicable to offered design with quantities generally in line with the approach followed in the above list.													

ANNEXURE - II									
SCHEDULE OF TECHNICAL AND COMMERCIAL DEVIATION									
PROJECT:- 1 x 660 MW MAHAGENCO BHUSAWAL TPS									
PACKAGE:- ROTAMETER									
TENDER REF NO - PE/PG/BHU/E-6696/2021 dated 20.07.2021.									
NAME OF VENDOR:-									
SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
TECHNICAL DEVIATIONS									
COMMERCIAL DEVIATIONS									
PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE									
NAME				DESIGNATIONS		SIGN & DATE			
NOTES:									
1. Cost of withdrawl of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.									
2. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.									
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.									
4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawl of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In the absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.									
5. Bidder shall furnish price copy of above format along with price bid.									
6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.									
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.									
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VII, will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawl of deviation shall be taken as NIL.									
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be considered.									
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.									
11. Cost of withdrawl is to be given seperately for each deviation. In no event bidder should club cost of withdrawl of more than one deviation else cost of withdrawl of such deviations which have been clubbed together shall be considered as NIL.									
12. In case nature of cost of withdrawl (positive/negative) is not specified it shall be assumed as positive.									
13. In case of descerepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.									

1 x 660 TPS MW BHUSAWAL TPP

ANNEXURE - I TO ENQUIRY NO: PE/PG/BHU/E-6696/2021, Dated 20.07.2021 DELIVERY SCHEDULE (Rotameter)

Sl. No.	Package Code	Package name	Deptt.	BHEL Drawing No	Drawing Title	Primary/Secondary	BHEL Inputs	Drg Sch for Vendors	Standard Delivery Terms for Supply Portion	Scope of Services, (if any, as per Indent) and corresponding schedule for rendering the services
1	145-34000-A	ROTAMETER	C&I	PE-V0-415-145-I847	DATA SHEET, CALCULATION, BOQ/BOM & GA DRAWING for Rotameters	Primary		R-0 within 14 days from PO & subsequent revisions incorporating all the BHEL comments within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.	For Main Supply: Within Four (04) months from date of CAT-1 approval of Primary drawing/documents, subjected to drawing/document submission/re-submission schedule as stipulated, in case of any delay in submission/re-submission of Primary drawings/documents, then same shall be reduced from the given delivery period. Delay in BHEL's comments/approval beyond 18 days shall also be considered for delay analysis.	
				PE-V0-415-145-I848	QAP for Rotameters	Primary				
				PE-V0-415-145-I849	O&M MANUAL for Rotameters	Secondary		within 30 days of issuance of MDCC	For Mandatory Spare: Within four (04) months from the date of BHEL manufacturing clearance. Separate dispatch/ manufacturing clearance will be issued for mandatory spares.	

Notes

- a. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- b. The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.
- c. Non-applicable drawings shall be decided during bid evaluation.
- d. Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT.

INSTRUCTIONS TO PACKING LIST (ENQUIRY No.- PE/PG/BHU/E-6696/2021 DTD. 20.07.2021)

For faster verification of bills, successful bidder to submit detailed Bill of Material (BOM) at the time of drawings/ documents submission after placement of PO. Each item of the BOM to be uniquely identified with item code no. or item Sl. No.. Supplier to ensure that all items which will find separate mention in the packing list are covered in this detailed BOM.

Supplier to also give the following undertaking in the BOM:

“The BOM provided herewith completes the scope (in content and intent) of material supply under PO No. Dated Any additional material which may become necessary for the intended application of the supplied items/package will be supplied free of cost in most reasonable time.

Packing List must indicate:

- a) Packing size
- b) Gross weight and net weight of each package
- c) Contents of the package with cross reference to BOM item code no. / Sl. No.
- d) Quantity of each items separately.

The packing list must cover all the BOM items.

Supplier to give following undertaking in the packing list: The Packing list provided herewith is as per BOM approved under PO No. ----

ANNEXURE IV
1x 660 MW BHUSAWAL TPS
ROTAMETER
Letter head of Company

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -16A, Noida (U.P)-201301

Subject: - Certification regarding local content

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items offered by us of ROTAMETER for 1x 660 MW Bhusawal Project meets the requirement of minimum local content in line with clause no.14 of NIT no- PE/PG/BHU/E-6696/2021, Dated 20.07.2021 and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018 & 29.05.2019, 04.06.20 & 16.09.20

We further confirm that details of location at which the local value addition is made will be our registered works at (address of the works)

Yours very truly

..... (authorized signatory of company)

..... (firm name)

authorized signatory
of company

An undertaking regarding Model Clauses (To be provided alongwith bid)

Reference:

Enquiry No.- PE/PG/BHU/E-6696/2021, Dated 20.07.2021

Item: ROTAMETER

Project: 1 x 660 MW BHUSAWAL TPP

TO WHOM SO IT MAY CONCERN


This is with reference to Ministry of Finance circular dated 23.07.20 reg. restriction under rule 144 (xi) of GFR.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that M/sis not from such a country and is eligible to be considered against Enquiry no.:- PE/PG/BHU/E-6696/2021, Dated 20.07.2021

Sign & Signature

Date:

Place:

	<u>PRE-QUALIFICATION REQUIREMENTS</u>	PE-PQ-415-145-I001
		REVISION NO. 00 DATE 10.09.2020
		SHEET NO. 1 OF 2

ENQUIRY NO: PE/PG/BHU/E-6696/2021 dated 20.07.2021

PROJECT: 1X 660 MW BHUSAWAL TPS UNIT-6

PACKAGE: **ROTAMETER**

1.0	<p>Supplier should be Original equipment manufacturer (OEM) for ROTAMETER.</p> <p>"Supplier to comply to general points of PQR in case supplier is not OEM , the offer shall be evaluated as per point no 1 of general points of PQR "</p>
2.0	<p>The Product being offered by the Supplier should be in use successfully in two different thermal power plant having unit rating of 500 MW or above for at least 2 (Two) year. Supplier to submit following supporting documents for the product:</p> <p>Copy of minimum 1 (One) Performance Certificate from two end user / customer specifying that product is running successfully for 2 (two) year from date of commissioning. The certificate should clearly indicate date of commissioning, date of issue of certificate and name/designation of the certificate issuer. Copy of purchase order & technical parameter to be attached along with the performance certificate.</p>
3.0	<p>Supplier to furnish experience list of last 5 years indicating customer name, purchase order reference, item supplied & year of supply to establish the continuity of business.</p>

	<u>PRE-QUALIFICATION REQUIREMENTS</u>	PE-PQ-415-145-I001
		REVISION NO. 00 DATE 10.09.2020
		SHEET NO. 2 OF 2

General Points of PQR


1. Offers of the JV companies/ Joint Bidders/ bidders having collaboration/ licensing agreement/ MOU/ Indian subsidiaries shall be evaluated as follows:
 - a. If bidder happens to be an Indian subsidiaries of foreign OEM, then the credentials of the foreign OEM can also be considered for meeting PQR.
 - b. If bidder happens to be the Joint Venture Company, then the credentials of any of JV partners can be also considered for meeting PQR.
 - c. If bidder happens to bid jointly with their partner, then credentials of both the partners will be considered for meeting PQR as per distribution of the work. In all such cases, lead bidder as specified in bid documents shall be responsible for overall execution of the contract and all guarantee/ warranty.
 - d. If bidder happens to be the having valid collaboration agreement/ MOU/ licensing agreement with some other company, then the credentials of collaborator/ MOU partner/ licensing company can also be considered for meeting PQR.

Note: If bidder(s) qualifies on the basis of credentials of his principal/ JV partner/ Collaborator/ joint bidder etc., then the principal/ JV partner/ Collaborator/ MOU partner/ joint bidder shall be responsible for overall design vetting and warranty/ guarantee of the package. The scope matrix clearly defining their respective roles including design vetting, manufacturing of critical component, E&C etc. etc. and warranty/ guarantee shall be submitted along with the offer.
2. Bidder to note that the arrangement of bidding (joint bid partners/ collaborator/ MOU partner/ licensing company etc.) once offered to BHEL as a part of bidding documents cannot be changed till the execution of the project.
3. Consideration of offer shall be subject to customer's approval of bidders, if applicable.
4. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.
5. Any other project specific requirement shall be as per Annexure-I and bidder shall submit relevant supporting documents.
6. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
7. After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

SPECIAL CONDITIONS OF CONTRACT (REV.-01)**1 x 660 MW BHUSAWAL THERMAL POWER STATION PROJECT**

These Conditions shall be read and construed along with General Condition of Contract (GCC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the condition given in special condition of contract (SCC) shall prevail over the general condition of the contract (GCC).

- | | | |
|-----|---|---|
| 1.0 | Project Name | 1 x 660 MW MAHAGENCO BHUSAWAL THERMAL POWER PROJECT |
| 2.0 | Consignee Address(Ship To)
(To be mentioned in LR/RR/ Consignment Note) | Construction Manager, Bharat Heavy Electricals Limited
c/o Chief Engineer / Dy. Chief Engineer (Projects)
Maharashtra State Power Generation Co. Ltd
Bhusawal Thermal Power Station, Unit-6
Bhusawal, Dist. Jalgaon (MS)
Pin-425307 (Maharashtra) |
| 3.0 | Consignee Address(Ship To)
(To be mentioned in Supplier's Invoice) | Chief Engineer / Dy. Chief Engineer (Projects)
Maharashtra State Power Generation Co. Ltd
Bhusawal Thermal Power Station Project
Bhusawal, Dist. Jalgaon (MS)
Pin-425307 (Maharashtra)
GSTIN No. 27AAECM2935R1ZV |
| 4.0 | Buyer's Name (Bill To)
(to be mentioned in Supplier's Invoice) | <p>For Supply Scope Packages: (Purchase order by BHEL-PEM):
BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT
PPEI BUILDING, PLOT NO. 25, SECTOR-16A,
NOIDA-201301 (UTTAR PRADESH)
GSTIN NO. - 09AAACB4146P2ZC</p> <p>For Turnkey Packages:
(LOA to be issued by BHEL-PEM, PO by BHEL-PSWR, BHUSAWAL SITE):
Construction manager, BHEL Site office,
1 x 660 MW Unit-6, Bhusawal TPS,
Deepnagar, Bhusawal, Dist-Jalgaon-425307, Maharashtra.
BHEL PSWR GSTIN No.- 27AAACB4146P1ZF</p> |
| 5.0 | Project Consultant | SHALL BE INFORMED LATER |
| 6.0 | Mode of Dispatch & Project Location Details | <p>By Rail/Road on Door Delivery and freight Pre-Paid Basis.
Site is near existing Bhusawal 4 & 5 unit of 500 MW each. Nearest Road head is Bhusawal. The nearest railway station is Bhusawal Junction.</p> |
| 7.0 | Clearance for Dispatch of materials | <p>MDCC will be issued by BHEL.
For CAT I Items, Customer (MAHAGENCO) MDCC is also applicable.</p> |
| 8.0 | Road Permit/ Waybill Required | Yes. Supplier to generate the e-waybill at their end and furnish the scanned copy of e-waybill along with dispatch document to BHEL immediately so that BHEL will generate their invoice & thereafter e-waybill on same date for transaction to Customer upon which BHEL's Invoice and e-waybill shall be furnished to supplier for dispatch of goods carrying both the e-waybills. In case of default / delay in furnishing the dispatch documents, supplier shall be held responsible. |
| 9.0 | Prior dispatch intimation to BHEL site Office and Underwriters | <p>Yes.
One set consisting of dispatch documents indicating the items dispatched (with the gross weight) and after informing the underwriter about the value of consignment to be sent to following:</p> <p>a) BHEL Site Office</p> |



BHEL/PEM/PG-III**SPECIAL CONDITIONS OF CONTRACT (REV.-01)****1 x 660 MW BHUSAWAL THERMAL POWER STATION PROJECT**

- b) BHEL- PEM, Project Group Deptt. (address as per Sl. No. 4 above).
c) Insurance Co. (address as per Sl. No. 11 below).

It is Supplier's responsibility to ensure availability of trucks well in advance where consignment will require more number of trucks to be deployed for dispatch. No concession for non-availability of trucks, after having given dispatch clearance shall be admissible.

10.0 Insurance

For Supply Packages: Transit Insurance under BHEL scope

For turnkey Package: for transit, unloading, storage, handling, erection and commissioning, insurance is covered under BHEL scope

11.0 Insurance details Policy No. Intimation to Underwriters

2302004418P112095144 (SCE)
2302002118P112095158 (MCE)



Policy Period:- w.e.f 14.12.2018 to 13.05.2022 (Mid-night)

Details of underwriter

Sh. Premasagar Barla, Sr.Divisional Manager
DO-II |19-DHARAMPETH EXTN | SHANKAR NAGAR SQUARE|
NAGPUR-440010
Land Line No: 0712 2248651 | Cell No.:94371 96788 |
e-mail id: premsagarbarla@uiic.co.in;
premsagarbarla@gmail.com

Refer revised Annexure-2 for Insurance clauses w.r.t. Turnkey BOP Packages only.

12.0 (a) BHEL GSTIN

BHEL PEM GSTIN NO. – 09AAACB4146P2ZC (For Supply packages)

BHEL PSWR GSTIN No.- 27AAACB4146P1ZF (For Turnkey packages)

(b) Mahagenco GSTIN

GSTN No. 27AAECM2935R1ZV

13.0 Paying Authority

For packages where PEM will issue the Purchase Order: BHEL PEM will be the paying authority.

For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSWR: BHEL-PSWR, Bhusawal Site will be the paying Authority.

14.0 Documents Required (For Supply + freight payment) DIRECT PAYMENT (Original + 6 copies)

1. Invoice checklist duly signed & stamped
 2. Original Tax Invoice
 3. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy)
 4. Packing List – Clearly showing number of packages, gross weight net weight.
 5. Copy of BHEL/MAHAGENCO MDCC (as applicable)
 6. Guarantee Certificate as per GCC.
 7. Copy of Insurance Intimation Letter.
 8. Copy of Inspection Report / test certificates as applicable
 9. PVC Calculation and copy of all applicable indices, if PVC is applicable.
 10. Copy of filled Delivery Order.
 11. Proof of receipt of material at site.
 12. Transporter's document indicating the freight amount.
- For packages where PVC is applicable, supplier to submit PVC calculations before invoicing to BHEL for review.

(b) For MRC PAYMENT DIRECT PAYMENT (Original + 1 copy)

- a. Invoice.
- b. Copy of MRC

SPECIAL CONDITIONS OF CONTRACT (REV.-01)**1 x 660 MW BHUSAWAL THERMAL POWER STATION PROJECT**

- c. Proof of submission of Final/As built documents / O&M Manuals in 4 CDs and 12 hardcopies)

NOTE: -

1. Customer or his representative will be involved for inspection for CHP (Customer Hold Point) items as per Quality Plan. For Non- CHP items as per QP, Inspection to be witnessed by BHEL inspecting agency/ COC (Certificate of Conformance) as applicable.
2. MDCC will be issued by BHEL in line with approved BBU. For CAT I & II packages customer (Mahagenco) MDCC is also applicable. 1
3. The supplier during inspection of materials of Main supplies & Mandatory Spares by **BHEL-PEM/ BHEL appointed TPIA/ MAHAGENCO/ MAHAGENCO-Inspection agency (if applicable)** shall obtain separate MDCC for items of Main Supplies & MDCC for Mandatory Spares in line with the approved Billing Break Up.
4. It is deemed that complete set of dispatch documents along with necessary TCs will be submitted to BHEL within maximum 7 days after LR date, to ensure timely processing of same and realization of amount at supplier's end.

15.0 Unloading at site

By BHEL site office for supply packages

By Supplier for turnkey packages.

NOTE: - Please note that unloading of materials at site may take 3-4 days. As such, transporters to be advised suitably before dispatch of materials in this regard. Also, no claim on a/c of delay in unloading shall be entertained.

16.0 Storage at site

By BHEL site office for supply packages

By Supplier for turnkey packages.

17.0 Movement of Material within Site

- a) By BHEL site for Supply Packages
- b) By supplier for Turnkey Packages

No movement of loose materials shall be allowed. Items are to be properly packed to ensure proper and safe transportation & storage at site.

18.0 Taxes and duties

i) Only Basic custom duty shall be charged as concessional @ 5% (Project being under PI Route), all other taxes on imports like IGST, cess etc. (as per prevailing rates) shall be applicable for **packages for which CIF content is available as per NIT** and customer shall arrange required documents for availing concessional custom duty benefits.

ii) GST- CGST/SGST/IGST/UTGST: as per corrigendum to GCC Rev 06 or further revisions of BHEL PEM GCC as applicable for the specific Tender enquiry.

Information as per Annexure-1 shall be provided by supplier in the GST compliant invoice.

19.0 Type of Project


Project Import Route {Non-Mega}

20.0 Dispatch markings

Each box shall be marked with Capital Letters in "Red" indicating the **PEM SUPPLY (Main Supply/ Commissioning Spares/ Mandatory Spares)** for **1 X 660 MW BHUSAWAL THERMAL POWER STATION PROJECT**

NOTE: Main supply item and items for commissioning spares must be packed separately.

Each package delivered under the Contract shall be marked by supplier and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee, the Gross weight and Net weight of the package, the name of



SPECIAL CONDITIONS OF CONTRACT (REV.-01)**1 x 660 MW BHUSAWAL THERMAL POWER STATION PROJECT**

the Supplier, PEM P.O. reference number, with a distinctive number of mark sufficient for purposes of identification. Besides above necessary, packing shall bear a special marking 'TOP', 'BOTTOM', 'DO NOT TURN OVER', "KEEP DRY", "HANDLE WITH CARE", etc

IMPORTANT: -

- Two copies of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also
- The Packing list details for the consignment must be put inside the Box/Boxes.

Items like pumps, Valves, Hoists, Cranes, etc shall essentially have O&M Manuals and E&C guidelines duly enclosed in the packing box. Certificate to such effect shall also be reflected in packing slip.

Commissioning Spares

The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details i.e. dispatch (to match the description given in the packing slip) to facilitate their proper identification. One Copy of Packing list must be put inside the Box

Mandatory Spares

The Mandatory spares shall be properly packed separately in separate box painted in Red, indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the CUSTOMER approved BBU for Mandatory spares & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer MAHAGENCO. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc.

Note:- MDCC for mandatory Spares shall be issued only after receipt of detailed list of mandatory spares & photographs before final packing clearly showing mandatory spares with due tagging as per packing list (to be sent over mail/CD). Separate dispatch clearance will be issued for the mandatory spares in line with availability of customer's stores at site.

21.0 **Delivery Order document submission (For Indigenous Supplies)**

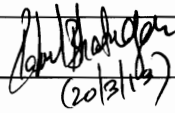
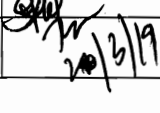
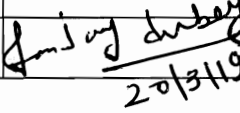
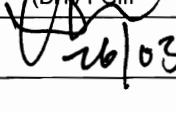
To effect sale in transit, supplier shall have to obtain Delivery Order document duly signed by purchaser at the time of issue of MDCC. The filled in delivery order document shall form part of dispatch document issued and shall be carried by the transporter to the destination along with consignment.

Note for Turnkey Packages:-

(i) **Construction Power:** - BHEL shall provide Construction Power to suppliers FREE OF COST at one point Further arrangement shall be carried out by supplier himself.

(ii) **Construction Water:** - Water for construction free of cost.

(iii) **Surplus Material:** - Supplier shall be allowed to take back the surplus / unused material/scrap material left after commissioning of the plant, which is non-billable & free supply over and above BBU, after due permission from MAHAGENCO/BHEL Site after successful commissioning of plant.

	PREPARED BY	CHECKED BY	REVIEWED BY	Vetted By	APPROVED BY
NAME	RAHUL BHATNAGAR	GAURAV JAIN	SK Dubey	(Taxation clause already vetted by Finance vide e-mail dtd 18.04.18)	DEEPAK GUPTA
DESIGNATION	Sr.ENGINEER/ PGIII	Manager/ PGIII	DGM/ PGIII		ADDITIONAL GENERAL MANAGER (DGM PGIII)
SIGNATURE	 (20/3/19)	 20/3/19	 20/3/19	Finance	 26/03/19

SPECIAL CONDITIONS OF CONTRACT (REV.-01)

1 x 660 MW BHUSAWAL THERMAL POWER STATION PROJECT

Annexure-I

Excerpts from Chapter VI for compliance of GST Invoice as per Rule 46

TAX INVOICE, CREDIT AND DEBIT NOTES

46. Tax invoice.- Subject to rule 54, a tax invoice referred to in section 31 shall be issued by the registered person containing the following particulars, namely,-
- (a) name, address and Goods and Services Tax Identification Number of the supplier;
 - (b) a consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolised as "-" and "/" respectively, and any combination thereof, unique for a financial year;
 - (c) date of its issue;
 - (d) name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
 - (e) name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is fifty thousand rupees or more;
 - (f) name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is less than fifty thousand rupees and the recipient requests that such details be recorded in the tax invoice;
 - (g) Harmonised System of Nomenclature code for goods or services;
 - (h) description of goods or services;
 - (i) quantity in case of goods and unit or Unique Quantity Code thereof;
 - (j) total value of supply of goods or services or both;
 - (k) taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
 - (l) rate of tax (central tax, State tax, integrated tax, Union territory tax or cess);
 - (m) amount of tax charged in respect of taxable goods or services (central tax, State tax, integrated tax, Union territory tax or cess);
 - (n) place of supply along with the name of the State, in the case of a supply in the course of inter-State trade or commerce;
 - (o) address of delivery where the same is different from the place of supply;
 - (p) whether the tax is payable on reverse charge basis; and
 - (q) signature or digital signature of the supplier or his authorized representative:



SUB: Insurance Clauses for BOP-Turnkey Packages

Insurance Clause: As per the Insurance clause no. 6.0 of LOA issued by MAHAGENCO (Copy attached), BHEL shall procure the All Risk Marine-Cum-Erection (MCE) Insurance Policy only from Directorate of Insurance (DoI), Maharashtra State, Mumbai". DoI shall finalise the Insurance agency who will be responsible for all the risk coverage for Bhusawal project.

Deductibles/ EXCESS: Following Deductibles/ EXCESS are applicable as per the attached Insurance Policy issued by M/s United India Insurance Co. Ltd (UIIC).

A) **For Marine Cover:** 0.50% of consignment value subject to minimum of Rs 20,000/-

B) **For Storage /Erection and Testing Cover:**

i) **Other Items:** (BOP items)

- Rs 2,25,000/- or 5% of the claim amount whichever is higher for Normal Period.
- Rs 6,00,000/- or 5% of the claim amount whichever is higher for Testing Period.

ii) **Act of God (AOG) Perils:** 10% of the claim amount subject to minimum of testing period excess with an upper limit of Rs 5 Crores.

iii) **Fire / Explosion:** 20% of claim amount subject to minimum of testing period excess Rs. 6,00,000/-



श्रीरिष बोरकर / SHIRISH BORKAR
वरिष्ठ उप महाप्रबंधक (वाणिज्य)
Sr. Dy. General Manager (Commercial)
बी.एच.एल. नागपुर
BHEL, PSWR, HQ, NAGPUR.

Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05
Dated: 08.03.2021

1.0 Scope

This document describes the guidelines to be followed by BHEL for conducting Reverse Auction (RA) for procurement of material/ works/ services. The RA shall follow the philosophy of English Reverse (No ties).

English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

3.0 Upfront declaration in NIT

Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following **clause**:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

6.0 Business rules for RA

Model Annexure-I is attached.

7.0 Role of Service Provider

- Acknowledge the receipt of mandate from BHEL.
- Contact the bidders, provide business rules and train them, as required.
- Get the process compliance form signed by all the participating bidders before RA event.

Guidelines for Reverse Auction – 2021

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- Conduct the event as per the contract and business rules.
- Submit the Login Reports, Results, History sheet and authorized final bid from the bidders.
- To obtain price breakup from successful bidder and submit the same to BHEL.

10.0 Reverse Auction Process

10.1 Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying techno-commercially.

In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

10.2 During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed envelope price bid.

10.3 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

11.0 Processing of case after RA

11.2 In case of splitting requirement, bidders who were removed from participation in RA may also be considered for counter offer if the pre-stated (NIT) numbers of suppliers do not accept the counter offer.

Guidelines for Reverse Auction – 2021

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13.0 Others

- 13.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
- 13.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.
- 13.4 Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.

---XXX---

ABRIDGED VERSION

Guidelines for Reverse Auction – 2021

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Business Rules for Reverse Auction

Annexure – I

This has reference to tender no **{tender number....date...}**. BHEL shall finalise the Rates for the supply of **{item name}** through Reverse Auction mode. BHEL has made arrangement with M/s. **{Service provider}**, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. **Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on {date}: ;{start time}: ;{Close Time: }.

3. **Auction extension time:** If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...}

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minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. **Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
6. **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. All bids

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made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer.

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Business Rules for Reverse Auction

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During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory

Guidelines for Reverse Auction – 2021

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Business Rules for Reverse Auction

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signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
 - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen

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contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.

ABRIDGED VERSION