

No. PPX-CN/OT/18-19

Date: 29.05.2018

Subject: Open tender as detailed below:

OPEN TENDER

SUB: OPEN E-TENDER ENQUIRY NO. 671/C/6140/2017/3922C/2

Dear Sir/Madam,

We are pleased to invite your offer in **TWO PARTS** strictly as per enclosed terms and conditions and general instructions and standard terms & conditions (GISTC) (available at www.bhelhwr.co.in)(version June-2017, Rev:01) **through E-procurement system** for the under mentioned items.

Important Note:

1. The Offers are invited through E-procurement System. Please visit our website <https://bhel.abcprocure.com> for participation in tender. Tenders can be submitted using DSC (digital signature certificate).
2. To secure the bids/quotations submitted by you, BHEL uses PKI (Public Key Infrastructure) Technology for authentication which uses Digital Signature Certificates (DSC-Class 3b, SHA2, 2048bit, Signing and encryption).
3. We therefore need you to be ready with your Digital Signature Certificates (DSC-Class 3b, SHA2, 2048bit), as it is a mandatory requirement to participate in our e-tendering process. If you already have DSC and you are our registered vendor and are not mapped in BHEL Haridwar, please confirm to us along with email at Email ID: ytanwar@bhel.in so that your DSC in our E-procurement system can be mapped. If you do not have DSC and you are not our registered vendor, you are requested to arrange the same immediately and register yourself at M/s abc procure (<https://bhel.abcprocure.com>) to get it mapped in E-procurement System in order to participate in the tender.

For further information/ queries, you can contact helpline number of M/s abc procure or send an E-mail at Bhel.Support@abcProcure.com.

4. Other terms and conditions will be as per tender documents.

Sl. No.	Tender No.	Description of Item	Qty. (Kg)	Last date for submission of tender / offer	Opening date	Delivery Required
1.	671/C/6140/2017/3922C/2	D61401010024 CALCIUM CARBIDE SIZE 25-50 MM GRADE B IS:1040-87	Lot 1: 36000 Lot 2: 36000	06.06.2018 (upto 1:45 PM)	06.06.2018 (2:00 PM)	Lot 1: 20.06.2018 Lot 2: 20.09.2018

1. TEST CERTIFICATE REQUIRED
2. Guarantee Certificate is required for 12 months from the date of receipt and acceptance of material at BHEL, Haridwar Stores.
3. Input Tax credit applicable.
4. THIS CALCIUM CARBIDE IS REQUIRED FOR GENERATION OF ACETYLENE GAS.
5. Pre-dispatch inspection: Pre-Despatch inspection & testing of material may be carried out at the manufacturer or vendor works by BHEL representative. However BHEL reserves the right for testing and inspection of material at our works' for every consignment to ascertain the quality and results must be acceptable to supplier.

6. DETAILED SPECIFICATIONS ARE AS PER ANNEXURE-I ATTACHED.
7. Vendor to give point-wise reply to the enclosed specification & qualifying conditions.
8. DELIVERY – FOR STORES, BHEL, HEEP, HARIDWAR
THE OFFER OF THOSE VENDORS WHO WILL NOT QUOTE ON FOR STORES, BHEL, HEEP, HARIDWAR BASIS SHALL BE IGNORED.

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should be submitted on or before the due date **by 1.45 PM**. BHEL will not be responsible for any type of delay / incomplete information from vendors etc. In case of tenders through E-procurement system, bids will be digitally signed.

- The Offers are invited through E-procurement System: <https://bhel.abcpocure.com>.
- For further system related issue please mail on : Bhel.Support@abcProcure.com.
- Tender can be submitted digitally only (through E-Procurement system only), using Digital signature.

NOTE: The vendor should submit their best price at this stage itself and they will not be allowed to revise the price unless there is change in specification or terms and conditions or specifically asked by BHEL. In case of any uncalled revision / discount submitted by vendor subsequently will be ignored & the bid is likely to be rejected.

1. Date of opening of tender is indicated above.
2. Intending vendors must remit the requisite EMD in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (**Cheque / Bank Guarantee are not acceptable**).
3. Documents submitted with the offer/bid by the bidder (Original Registered Supplier) shall be signed and stamped in each page by authorized representative of the bidder.

After tender opening (Part -I), if it is found that:

- **The bidder has not submitted the requisite EMD (if applicable)**
- **The bidder has claimed to be an MSE vendor but no supporting documents have been submitted in this regard.**

In both the above cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.

Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.

BHEL-HEEP registered vendors (i.e. PMD vendors) are exempted from submission of EMD.

MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above stated documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honor the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Security Deposit / scope completion.

EMD shall not carry any interest.

For e-payment of EMD, BHEL account details is as follows:

Name of Bank : STATE BANK OF INDIA
Address : RANIPUR BRANCH, SECTOR-5, BHEL, HARIDWAR - 249 403, INDIA
Branch Code : 00586
Collection Account No : 10667995458
SWIFT Code : SBININBB225

In case of demand draft, EMD details are to be mentioned in e-bid and original demand draft shall be sent to below mentioned address clearly mentioning RFQ / tender no. and item on envelope.

**Head of Materials Management,
Heavy Electrical Equipment Plant,
BHEL,
Hardwar- 249403**

Please note that EMD must reach tender room before due date and time of tender (i.e. 01:45 PM) otherwise your offer will be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.

QUOTATIONS NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

Please visit our site www.bhelhwr.co.in for general instructions and standard terms & conditions (GISTC) (Version June-2017, Rev: 01) for tender enquiries. All the bidders / vendors must ensure compliance of these GISTC.

Thanking You,
Yours Faithfully,
For & on behalf of BHEL, Hardwar

Purchase Executive

Instruction to Bidders

Clause 1.0 – Tender submission

The tenders have to be submitted in **TWO PARTS (Envelopes)** as described below on or before the due date and time of tender opening:

a) Part-I: 1. EMD

or

MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above stated documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

2. Pre-Qualifying Requirement (PQR)

3. Techno-Commercial Bid.

b) Part-II : Price Bid.

Any corrections / amendments shall be properly & fully authenticated with signature.

BHEL will deal directly with the manufacturers / principal vendors and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agent. (All individuals / companies - representing / Advisor /retainership basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc are Agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

Agents shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both, the manufacturer / supplier and the agent, bid received from the agent shall be ignored.

The bidders (original manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by FAX / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in the tender. However, in case of e-tender ink signed offer is not required. **Unsigned bids shall be ignored.**

The suppliers or their authorized person may be allowed to attend the tender opening (if applicable), if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable. However, in case of e-tender, vendor should see the tenders of others on the opening date only. Thereafter, the respective window will get closed.

Clause 1.1

The Techno-commercial offer and PQR in (Part-I) shall comprise of following:

- i) Point wise reply to all the points mentioned in Pre- Qualifying Requirement specified in the tender.
- ii) Relevant documents as requested in Pre-Qualifying Requirement must be attached.
- iii) Complete Technical offer.
- iv) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- v) Acceptance of commercial terms by vendor as per **Annexure A**.
- vi) Deviation with reference to specification to be laid down on separate sheet.
Cost of deviation is to be submitted along with the price bid essentially. In case vendor withdraws the deviation clauses the same will be considered for final evaluation,
- vii) Copy of price Bid (without prices) (for physical tenders only).
- viii) Any additional documents (please specify).

While submitting the offer (for physical tenders), following points are to be taken care of by the vendor:

- **Documents submitted with the offer/bid by the bidder (Original Registered Supplier) shall be ink signed and stamped in each page by authorized representative of the bidder.**
- **In case the bid is submitted by FAX, the bidder shall simultaneously ensure submission of ink signed and stamped (in each page) original bid to BHEL.**
- **If the documents are received in soft form, the same should be transmitted through vendor's authorized e-mail followed by the signed and stamped copy of the same documents.**
- **Documents not signed and stamped in each page by the authorized signatory of the bidder, shall not be accepted and considered for evaluation of the bid.**

Clause 1.2

The Price Bid in (Part-II) shall comprise of following:

- i) The price Bid (with price) for the complete scope strictly as specified in the price Format attached as Annexure-B.

If price bid is not submitted along with Part-I bid, the offer will be rejected out rightly.

Note:

If in a price bid, non-conformities /errors /discrepancies are observed between the quoted prices in figures and that in words the following guidelines will be followed:-

- a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same is to be accepted by the bidder by a target date and in case the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- e) **The evaluation of tender shall be on the basis of "Total Landed cost at Destination" including Supply. For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. 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.**

- f) Indigenous suppliers: Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.
- g) Insurance during transportation shall be taken care of by BHEL.
- h) The bidder shall clearly indicate HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in the techno-commercial bid.
- i) The comparison between bids shall be done based on the **Total Landed cost at Destination** basis.

Clause 2.0 – Tender Opening:

a) Offer should be complete in all respect (i.e. Part-I & Part-II) as described below:

Part I : Part I bid comprising EMD (if applicable) or MSE Certificate towards exemption of EMD, Pre- Qualifying Requirement (PQR) and Techno-commercial bid as mentioned above.

Part II : Part II bid comprising Price Bid.

b) The tenders shall be opened in TWO PARTS (Part-I & Part-II) as described below:

- Part-I containing EMD (if applicable) or MSE Certificate towards exemption of EMD, Pre- Qualifying Requirement (PQR) and Techno-commercial bid will be opened on the date and time specified in the tender cover page, in the presence of those vendors, who wish to attend the tender opening.
- Part II containing Price Bid will be opened on a separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in part-I.
- In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in part-I.

BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor works (if required)

Clause 3.0 – Superscription on envelopes (in case of physical tenders only):

The following shall be super scribed on the envelopes:

PART-I

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING.
3. EMD (IF APPLICABLE) OR MSE CERTIFICATE TOWARDS EXEMPTION OF EMD
4. PRE- QUALIFYING REQUIREMENT (PQR)
5. TECHNO-COMMERCIAL BID

PART-II

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING OF PART-I
3. PRICE BID

Clause 3.1:

The part-I & part-II shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as :

“TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON -----CONTAINING PART-I & PART-II OF THIS OFFER.” Vendor’s full name and address should be clearly mentioned on the envelope and shall be addressed to:

To,

Head of Materials Management,
Heavy Electrical Equipment Plant,
BHEL,
Hardwar- 249403

Clause 3.2 :

Envelopes not marked as above are liable to be ignored and will not be opened.

Clause No. 4:

As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

Clause No. 5:

The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

NOTE: PLEASE VISIT OUR SITE WWW.BHELHWR.CO.IN FOR GENERAL INSRUCTIONS AND STANDARD TERMS AND CONDITIONS (GISTC) FOR TENDER ENQUIRIES. ALL THE BIDDERS/VENDORS MUST ENSURE COMPLIANCE OF THESE GISTC.

GISTC CAN ALSO BE REFERRED BY LOGIN TO B2B PORTAL FOR VENDORS.

For & on behalf of BHEL, Hardwar.

Rahul Arora

Dy. Mgr (Central Purchase)

** PAYMENT TERMS: In case of Non-MSE vendors, the payment term shall be “100% payment after receipt and acceptance of material”. In case of MSE vendor, the payment terms shall be “100% payment after receipt and acceptance of material upto 45 days”. Note: Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or through any other mode.	
** CURRENCY OF PAYMENT: For indigenous supply the currency shall be Indian Rupees	
** VALIDITY : Validity of the offer should be 90 days from the tender opening date.	
** Late delivery penalty Clause: Late delivery penalty will be applicable on delayed delivery @ 0.5% per week or part there of subject to a maximum of 10% of the value of unexecuted portion of the order. For calculating Late Delivery penalty delivery date shall be considered as per following : 1. Indigenous Suppliers: a. Delivery Ex-works:- Date of GR /LR b. Delivery FOR Transporter Godown:- Date of GR/LR c. Delivery FOR Destination:- Date of receipt at BHEL Haridwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank)	
** Settlement of Disputes: The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.	
** Delivery basis :Delivery must essentially be FOR BHEL Haridwar basis. (Freight charges for indigenous items must essentially be quoted and indicated separately in price bid.)	
** Bank Charges: Bank Charges (if any) on either side. Or your prices will be loaded suitably.	
** Delivery Period: Please mention the delivery period from the date of placement of purchase order. Note: Where deliveries quoted by the vendors are not suiting, BHEL may also ignore the offer of the vendor.	
** Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address.	
** ORDER ACCEPTANCE: Order acceptance (ink-signed) must be submitted within	

30 days from the date of PO.	
** Please ensure to submit the documents as envisaged in our PQR requirements.	
** Please ensure to submit duly filled Technical specifications (Annexure- I)	
** Participation in Reverse Auction: BHEL may decide to process the case through RA (As per Annexure: C attached). Vendors to give their confirmation for participation in Reverse Auction process.	
** Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
** Authorization for pre-inspection: Pre-Despatch inspection & testing of material may be carried out at the manufacturer or vendor works by BHEL representative. However BHEL reserves the right for testing and inspection of material at our works' for every consignment to ascertain the quality and results must be acceptable to supplier.	
** Risk Purchase Clause: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.	
** Force Majeure Clause: (a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc. (b) The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses. (c) Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months. (d) Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.	
** Details to be furnished by bidder: i) Kindly specify the category of your registration under GST like Registered, Unregistered and composite dealer. ii) Kindly furnish your GST registration number, State	

Code and Name of the State of both the agency who will raise invoice & from where goods will be dispatched. iii) The bidder shall clearly indicate HSN (<i>Harmonised System Nomenclature</i>) / SAC (<i>Service Accounting Code</i>), and its description. iv) Kindly furnish the rate of GST applicable on your item against subject tender enquiry.	
Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry.	

PRICE SCHEDULE**ANNEXURE: B**

For indigenous supply (Please attach un-priced copy of this price schedule in techno-commercial bid)

Material Description	Unit Price (in Indian rupees)	Total Qty (KG)	Total Price (in Indian rupees)
D61401010024 CALCIUM CARBIDE SIZE 25-50 MM GRADE B IS:1040-87		72000	
Packing charges (If any)			
Forwarding charges (If any)			
Freight up to BHEL Haridwar stores (If any)			
GST on total supply value (mention applicable rate of GST)			
Total supply cost at BHEL Haridwar =			

NOTE :

- a) Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION. Wherever the prices mentioned are unit prices, it should be clearly specified.
- b) Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optionals as indicated in specification will not be taken for evaluation.
- c) Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
- d) Following details shall be provided in separate Annexure.
 - (i) Unit prices for variable items.
 - (ii) Prices for any other OPTIONAL items.
- e) Transit insurance shall be arranged by BHEL.
- f) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- g) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- h) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- i) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- j) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- k) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- l) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.

m) The bidder shall clearly indicate HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in his techno-commercial bid.

n) Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.

1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with the required documents/ clarifications. No extension will be given. The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.

2. It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

3. All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

Date :

Signature :

Name :

Designation :

Department :

M/s

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder.

This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).