



## **GENERAL TERMS & CONDITIONS OF TENDER**

**REF: MM/CLN/09-10/PACKAGE- B**

**BHEL/EPD (A Govt. of India Enterprises) is desirous of expanding vendor base for the supply of MS CASINGS FOR FIE WITHOUT DP,FIE WITH DP,TRANSITION PIECE ,TAPER CASINGS AND MS ITEMS etc. to be supplied to BHEL / EPD under the rate contract.**

Sealed bids are invited under single part techno commercial bid system from the suppliers with sound technical and financial capabilities fulfilling the requirements stated in the bid document.

Interested and eligible suppliers may study the tender document carefully and offer their bids in the techno commercial bid.

The tendering will be conducted through ~~%On line bidding+~~by ~~%Reverse Auction+~~ The Reverse Auction will be conducted only with those bidders who are TECHNO COMMERCIALLY qualified. The Web based tendering will be conducted by our service provider. Training for auctioning will be rendered by service provider.

The salient features of tender documents are as follows

- |  |              |
|--|--------------|
| 1) Format for techno commercial bid -                              | PAGE NO.-2   |
| 2) General requirement, scope of supply and technical requirement- | PAGE NO-3    |
| 3) General terms and conditions of the tender-                     | PAGENO.4 -6  |
| 4) Detail of PVC ( Price variance formula) & example-              | PAGE NO.7-9  |
| 5) General terms and conditions of <del>%Reverse Auction+</del>    | PAGENO.10-11 |
| 6) Process compliance form -                                       | PAGENO.12    |
| 7) Reverse auction terms and conditions-                           | PAGENO.13-14 |
| 8) Business rules for reverse auction-                             | PAGENO.15    |

AGM/MM



**ANNEXURE –A**  
**GENERAL TERMS & CONDITIONS OF TENDER**

TECHNO COMMERCIAL BID

TENDER REFERENCE: **REF: MM/CLN/09-10/PACKAGE- B**

DATE OF ISSUE: 05-10-2009

LAST DATE FOR RECEIPT OF TENDER: 20-10-2009 BY 1.00 P.M

OPENING OF TECHNO COMMERCIAL BID: 20-10-2009 AT 2.30 P.M

**ESSENTIAL CRITERIA OF TECHNO COMMERCIAL OFFER**

ADDRESS OF THE FIRM

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<u>SL.NO</u>	<u>PARAMETER</u>	<u>BHEL SPEC/REQUIREMENT</u>	<u>VENDOR OFFER</u>
1	Name of Contact person	TO BE MENTIONED	
2	E-mail ID	TO BE MENTIONED	
3	Mobile number	TO BE MENTIONED	
4	Land line number	TO BE MENTIONED	
5	Fax number	TO BE MENTIONED	
6	Delivery Term	F.O.R-BHEL EPD STORES	
7	Payment terms	45 days from the date of Goods Receipt	
8	LD Clause	APPLICABLE @0.5% PER WEEK UPTO A MAXIMUM OF 5% FOR DELAYED SUPPLIES	
9	Risk purchase clause	APPLICABLE	
10	Minimum Capacity/month to BHEL for FABRICATION OF CASINGS	Min Casings/ month . 30mt	
11	Lead time	45 days from PO date	
12	Offer validity	90 DAYS FROM DATE OF TENDER OPENING	
13	Contract validity	1 year from release of ARC.	
14	Tax and duty structure	Excise duty%	
		E Cess%	
		Central Sales Tax%	
		VAT %	
		Any other	

Note: The rates finalized will have fluctuations as per PV formula and subject to outcome of Reverse Auction .**THE VENDOR REGISTRATION FORMS TO BE DOWN LOADED FROM BHEL WEBSITE:i.e.www.bhel.com,bhelceramics.com.& FILLED FORMS TO BE SUBMITTED ALONG WITH TECHNICAL BID.**

**TENDER BOX IS AVAILABLE AT BHEL-EPD PREMISES (MAIN GATE RECEPTION)**

SIGNATURE OF THE TENDERER



**GENERAL TERMS & CONDITIONS OF TENDER**  
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The following are general requirements Approx. Qty. of Ceralin MS Casings to be supplied to BHEL / EPD, Bangalore under the annual rate contract.

ITEM	QTY.IN MT	CC	CB	DD	CA	AA	BB	BA	CD
<b>PACKAGE-B</b>									
FIE WITHOUT DP	180								180
FIE WITH DP	120								120
TRANSITION PIECE	27	27							
TAPER CASING-FIE	33								33

**NOTE: ALL VENDORS TO QUOTE FOR LANDED COST FOR EACH ITEM**

Supply of M.S Casings of different size and angles and M.S. Rings of various diameters are covered under this tender. The drgs. given under are only indicative and should be used as general reference. **Actual casings will have one or more of end fittings. The qty. of end fittings as mentioned above is only projection. Actuals may vary from type to type casings**

The above total qty. inclusive of end fittings combinations in both the sides you have to quote for the combinations i.e.CC/CD/DD/CA/AA/BB/BA/CD.where ever qty.indicated, where qty. is zero the item is not required no need to quote.

A: INTERMEDIARY RING

B: WELDABLE RING

C: COUPLING RING

D: BOLTED RING



## **GENERAL TERMS & CONDITIONS OF TENDER**

**REF: MM/CLN/09-10/PACKAGE- B**

### **GENERAL TERMS AND CONDITIONS OF THE TENDER**

The Techno Commercial offer should be submitted in a sealed cover super scribing tender number & due date addressed to

#### **AGM/MM**

Bharat Heavy Electricals Ltd  
Electro Porcelains Division  
PB No: 1245, Science Institute Post  
Bangalore . 560 012.

So as to reach here within 2p.m. on the due date and the tenders will be opened at 2-30p.m. on the same date in the presence of those vendors or their authorised representatives who wish to be present.

**The TECHNO-COMMERCIAL offer shall be put in a sealed cover and the cover should have the corresponding Techno commercial bid, subject of tender and due Date written on it.**

If the offer is found in opened condition, the same offer will be liable for rejection. The techno-commercial offer will be opened on the due date. The tenders meeting our techno-commercial requirements will be considered for online initial sealed bid auction at a later date for which eligible vendors will be intimated in due course. BHEL will decide on the starting bid in the REVERSE AUCTION. General Terms and Conditions of Reverse Auction are furnished in the Page No.10 to Page No.15. The terms and conditions specified herein are to be strictly adhered to for all the supplies of Ceralin MS Casings and its allied items under Annual Rate Contract.

1.Validity: The rates finalised for the annual rate contract shall be valid for ONE YEAR with effect from release of ARC for supply. The rate contract shall have provision for further extension on same terms & conditions.

2.The rates quoted shall be on F.O.R. BHEL-EPD Stores basis without unloading. The rates shall be exclusive of unloading charges but inclusive of freight and insurance. Duties and taxes applicable on date shall be explicitly mentioned. The taxes and duties will be paid extra as applicable on the date of supply. MS casings: Casings shall be supplied in fabricated condition & painted as per our drawings. Fabrication of Casings & rings as per our quality Plan & procedure. Unloading will be BHEL's scope. Delivery requirement indicated in purchase orders shall be adhered unless and otherwise changes are communicated to them by BHEL.

**3. VENDOR CAPABILITY & PROCESS REQUIREMENT:** The Fabricator shall have adequate facility for a ROLLING, BENDING, MACHINING up to 1000 mm dia., DRILLING up to 40 mm, WELDING (CO2 /ARC) AND GRINDING. The testing facility for Die penetration test and layout checking table i.e **Calibrated surface plates of suitable size, Calibrated height gauges of suitable ranges, Calibrated feeler gauges suitable range, Availability of spirit level** shall be available in addition to measuring instruments duly calibrated. The Vendor shall have personnel / process qualification where applicable and shall maintain valid record of the same. The Vendor shall have enough trained crew to ensure smooth flow of work in addition to requisite handling facilities.

Periodic calibration of measuring instruments shall be done and necessary calibration certificates shall be shown to QC personnel on demand Only specified electrodes should be used for the fabrication and the vendor shall demonstrate documentary proof for having used the same during process audit.

**4. Capacity:** Vendor's minimum capacity to supply 15MT of fabricated casings per month in all category implies vendor's ability to supply such quantities of items meeting the quality requirements and delivery schedules. Vendors shall intimate only such capacity that can be allocated exclusively to BHEL and not their total capacity. Those who are not meeting this requirement, their offers are likely to be rejected. To assess the vendor capacity and capability BHEL-EPD reserves the right to visit vendor works before qualifying the ~~Techno~~ Commercial Bid submitted by the vendor.

**5. Lead time:** Offers shall indicate minimum and maximum lead-time required to execute the orders for the capacity indicated. Quantities can be supplied progressively and for such supplies, minimum time required to start supplies and maximum time required to complete the order may be indicated.

**6.** Quantities of materials ordered from time to time shall be dependent on actual requirement. Delivery dates indicated in the purchase orders shall be adhered to.

**7.** Each of our purchase order specifies the drawing number and revision number clearly.

**8.** The orders will be placed against rate contract in phases depending on Vendor's position in comparative statement of original offers subject to acceptance of counter offered rates, vendor performance ratings/quality and delivery performance of running supplies, vendor capacity and BHEL requirement during the period of contract. The vendors with consistent good performance will be preferred over poor performing vendors and encouraged with more order share.

**9. INSPECTION AND ACCEPTANCE:** The routine inspection of material shall be done by Quality personnel of BHEL-EPD. BHEL reserve the right to inspect the material at vendors works. Good performing vendors are eligible for inspection waiver on case to case basis.

**10. REJECTIONS:**

i. The items where defects attributed to vendor's manufacturing process are noticed at the time of subsequent processing like assembly will be treated as valid rejections. The same shall be either replaced free of cost or payment towards it will have to adjusted from vendors pending bills.

ii. The rejected lots should be lifted by vendor on his own cost within 15 days notice, Failing which material shall be dispatched back on freight to pay basis through BHEL approved transporter However minor rejections should be lifted once in a year failing which BHEL . EPD will have no liability for such material.

**11. Price Comparison:** Prices shall be considered on LANDED COST BASIS (COST TO BHEL). Landed cost shall be worked out on price quoted including freight, excise duty, sales tax after taking out CENVAT and VAT Benefit, as applicable. The comparative statement shall be worked out on landed cost basis for EACH ITEM. The comparative statement of the prices prepared on the reference date shall remain firm throughout the execution period. Any change in duty & tax structure during execution of the contract will not be considered for re-ranking of vendors.

**A)The lowest price received against BHEL tender need not be commercially lowest price (L1) and BHEL reserves the right to NEGOTIATE the same.**

**B)BHEL reserves the right/option to REFLOAT the tender if L1 price is not the lowest acceptable price to BHEL.**

**12.Ranking Price & Load Share:** For ranking the vendors as L-1, L-2, L-3 etc., the basis will be lowest tender value arrived at with quoted prices and tender quantity for each ITEM is the basis. As far as possible, the loading on the annual basis shall be made among 5 successful vendors in the ratio of 30:25:20:15& 10, subject to acceptance of negotiated L1 rates.

However, if sufficient vendors are not accepting L1 rates, order will be distributed in following ratios.

60:40 among two successful vendors

50:30:20 among three successful vendors

40:30:20:10 among four successful vendors.

30:25:20:15:10 among five successful vendors.

If no vendor is accepting L-1 rates total 100% order will be given to L-1 Vendor only.

In case of more than one vendor having same ranking, the load share corresponding to the ranking and the next ones will be clubbed together and will be equally distributed among such vendors.

In case, any eligible vendor does not accept the counter offer, opportunity will be given to the next ranking vendor. If L1 vendor capacity less than our requirement, then balance qty. will be distributed equally among other eligible vendors.

**13. Payment Terms:** 45 days credit after receipt of material at BHEL stores along with relevant documents.

**14. Risk Purchase Clause:** BHEL at its option will be entitled to terminate the contract and purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the seller fails to deliver within the stipulated time. The seller shall be liable for any loss, which BHEL may sustain by such risk purchases. The loss may be recovered from the vendor's outstanding bills with the concerned unit or any sister unit.

**15.** In case of unsatisfactory performance of quality / delivery BHEL will have right to discontinue the contract in part or full.

**16.** Appropriate care has to be taken while shipping the MS casings to avoid transit damages / losses. In the event of any damages the supplier is liable to replace the goods. Vendor also to be ensured that the person who driving the truck/lorry should have valid licence and same is to be produced at the time of entering into BHEL-Gate

**17. Delivery basis.**

Vendor must agree to delivery term of FOR-BHEL-Stores and Payment term as per clause 13 and no deviation shall be allowed.

**18.** Acknowledgement of BHEL Stores shall be only legal document towards receipt of material.

**19.** The vendors will have to follow all the legal and statutory requirements and BHEL norms. BHEL will not be responsible in any way if the vendor is fined or penalized due to non-fulfillment of these requirements by any government agency like Sales Tax, Excise etc.

**20. Arbitration:** Settlement of dispute, if any arises, at anytime between the BHEL and the vendors upon or in relation to or in connection with the vendor, the same shall be referred to the sole arbitration of the Head of BHEL unit or to person appointed by him. The award of the arbitrator shall be final and binding on both BHEL and the vendor

**21. LD Clause:** In case of delayed delivery, LD @ 0.5% per week up to a maximum of 5% will be levied on the defaulting quantity for the delayed period as per the corresponding PO.

**22. Legal Jurisdiction:** In case of any legal proceedings, area of jurisdiction will be Bangalore in case of EPD.

**23.** Vendor registration forms accompany with the latest IT returns, Balance sheet/Annual report, Sales tax validity certificate is compulsory to be furnished along with your offer. The units registered under SSI should also furnish the validity certificate for the same. Excise authority certificate should also be furnished.

**24. Earnest Money Deposit:** Along with Techno Commercial Bid an EMD of Rs.1,00,000 (Rupees one lakh only) by way of DD to be submitted. DD drawn in favour of %BHEL-EPD,BANGALORE+. For unsuccessful bidders an EMD will be returned within 30 days from the date of completion the tender process. EMD will not carry any interest. For successful Vendors it will be converted as security deposit and will be returned after completion of the contract period without any interest.

**Tenders without EMD will not be considered.**

- **25.** The tender not meeting the above conditions may not be entertained.



## **GENERAL TERMS & CONDITIONS OF TENDER**

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Price variation formula for fabricated casings

Following procedures and formula has been adopted for applying P.V. Clause for procurement of Ceralin Fabricated Items through Annual Rate Contract for the period of one year from the date of finalization of ARC 2009-10.

### **THE FORMULA**

New Price of the Item/ Kg = + K (variation in M.S.  
Plate rate/ Kg) + L (variation in M.S.  
melting scrap rate/ Kg)

In above formula K and L are Constants. Constant K is material required in Kg for per Kg of finished product including scrap while Constant L is scrap generation in Kg for per Kg of finished product. Values of these constants are different for different items and mutually agreed values of the constants are mentioned in following table.

Sl no	Name of Item	Value of K	Value of L
1	MS Casing for FIE/Taper Casing	1.15	0.15
2	MS CASING FOR TRANSITION PIECE	1.20	0.20
3	MS Coupling Type Ring-C	1.90	0.90
4	MS Weld able Type Ring/ B Type/ Inner Ring	1.40	0.40
5	MS Bolted Type Ring-D	1.50	0.50
6	Divider Plate with bush	1.05	0.05

NOTE:THE ABOVE LIST IS SUBJECT TO MODIFICATION WITH ADDITION OF NEW ITEMS AS DEVELOPMENT IS A CONTINUOUS PROCESS.THE NEW ITEMS WILL BE CLUBBED WITH ITEMS OF SIMILAR DESIGN OR COMPATABILITY.

Above formula will be adopted with following considerations.

- 1- Above formula has been formulated with assumption that % of scrap generation will remain same for a particular type of Item irrespective of various drawings.
- 2- Price of 6 mm MS plate and MS melting scrap(HMS-II) at the preceding month of dispatch as published in [www.pcindiansteel.nic.in](http://www.pcindiansteel.nic.in)(with CHENNAI Rates) has been chosen as the reference. PV rate for the month will be arrived at with respect to average price prevailing during the preceding month and the same will be communicated to all the vendors. The vendor has to prepare their PV claim with reference to the PV rate applicable for the schedule delivery date or actual delivery date whichever is least.





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- 3- Vendors have to submit a consolidated bill for additional P.V. amount once in a month for all the supplies made within the month, with complete calculation as per above formula
- 4- Purchase orders will be issued with the Basic Price only, fixed at the starting of Rate Contract for the whole period of Rate Contract.
- 5- If 6mm M.S. Plate rates at any point of time of the contract period will be less than the 6mm M.S. Plate rates prevailing at the time of finalizing of Rate Contract, vendors have to give a credit note for deducting the calculated amount as per above formula from their existing bills, otherwise BHEL have every right to deduct the calculated amount from the existing bills of vendors.
- 6- Above formula is only applicable for rate variation ,if variation in steel price exceeds 3.5 % on either positive or negative side.

BHEL reserve right to review P.V. Clause based on market conditions.

Operation of PV Clause

- Base price : Rs 34816/MT inclusive of ED+ST/VAT for 6 mm plates as of 15.09.2009 ( WWW.JPCINDIANSTEEL.NIC.IN(with CHENNAI Rates). Scrap rate : Rs 17680 /MT inclusive of ED+ST/VAT as of 15.9.2009 (WWW.JPCINDIANSTEEL.NIC.IN(with CHENNAI Rates)).
- Consolidated PV Bills to be submitted once a month.
- For negative PV, amount will be debited to vendor's outstanding bills

If Vendors are local and Inter state participated in the tender to arrive at L1 rate Landed cost is the basis. The calculation sheet is enclosed here with for your reference and quote.

- **ALL VENDORS SHOULD QUOTE FOR LANDED COST ONLY AS PER ENCLOSED FORMAT IN REVERSE AUCTION**
- **INTRESTED VENDORS ARE INVITED ON 12.10.2009 AT 1 PM AT BHEL EPD MM CONFERENCE HALL FOR PRE BID TENDER MEETING FOR ANY CLARIFICATIONS**
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**GENERAL TERMS & CONDITIONS OF TENDER**  
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For your convenience, we are giving sample calculation for arriving at %Cost to BHEL+below.

<b>APPLICABLE WHERE CST IS PAYABLE</b>			
Guidelines to calculate cost to BHEL/Landed Cost			
SL NO	Description	Example	
A	Basic price F.O.R Destination (PER TON)		60000.00
B	Excise Duty on basic	8%	4800.00
C	Cess on Excise duty	2%	96.00
D	E Cess on Excise duty	1%	48.96
E	<b>Sub total of above</b>	<b>(A+B+C+D)</b>	<b>64944.96</b>
F	CST on SI No E	2%	1298.90
G	<b>Sub total (E+F)</b>	<b>(E+F)</b>	<b>66243.86</b>
H	LESS:CENVAT CREDIT(B+C+D)	(B+C+D)	4944.96
I	<b>COST TO BHEL/LANDED COST PER TON</b>	<b>( G - H )</b>	<b>61299.00</b>
<b>APPLICABLE WHERE LOCAL VAT IS PAYABLE</b>			
Guidelines to calculate cost to BHEL/Landed Cost			
SL NO	Description	Example	
A	Basic price F.O.R Destination (PER TON)		60000.00
B	Excise Duty on basic	8%	4800.00
C	Cess on Excise duty	2%	96.00
D	E Cess on Excise duty	1%	48.96
E	<b>Sub total of above</b>	<b>(A+B+C+D)</b>	<b>64944.96</b>
F	VAT on SI No E	12.5%	8118.12
G	<b>Sub total of above</b>	<b>(E+F)</b>	<b>73063.08</b>
H	VAT credit on SI No F (70%)	70%	5682.68
I	MODVAT CREDIT(B+C+D)	(B+C+D)	4944.96
J	<b>COST TO BHEL/LANDED COST -PER TON</b>	<b>( G - I -H)</b>	<b>62435.44</b>

You have to quote only %Cost to BHEL+ Break up of the quote will have to be furnished by the respective L1 Vendors to the Service Provider at the end of the Reverse auction.

For any clarification on tax & duty structure, please get back to us immediately



**GENERAL TERMS & CONDITIONS OF TENDER**  
**REF: MM/CLN/09-10/PACKAGE- B**  
**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

Against this enquiry for SUPPLY OF FIE,FIE TAPER CASINGS TP GENERAL TERMS & CONDITIONS OF SUPPLY in ANNEXURE-A , General Terms & Conditions of "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET are detailed below:

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.



**The “BHEL”** has contracted **õ õ ..** to conduct this online bidding event. **Service Provider** shall answer all questions relating to the bidding process and conduct of the Reverse Auction Event.

Any change in the scheduled time will be duly informed to you in advance.

## “BHEL”

**“Service Provider”**

Software Related Queries/ Process related Queries	
Name: Designation: Tel Nos. E-mail ID:	To be intimated later



## GENERAL TERMS & CONDITIONS OF TENDER

REF: MM/CLN/09-10/PACKAGE- B

### *Process Compliance Form*

To  
Service Provider,  
-----  
-----.

**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for -----( Items) against BHEL enquiry / RFQ no -----

This letter is to confirm that:

- 1) The undersigned is authorized official of the company.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name .

Company / Organization .

Designation within Company / Organization .

Address of Company / Organization .



## **GENERAL TERMS & CONDITIONS OF TENDER**

### **REF: MM/CLN/09-10/PACKAGE- B**

#### **Reverse Auction Terms & Conditions**

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by Service Provider The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from Service Provider All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, BHEL and / or Service Provider shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to sell
4. **AUCTION TYPE:** English No Ties Reverse (Refer Bidder Manual)
5. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields:
  - a. Leading Bid in the Auction
  - b. Bid Placed by him
6. **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
7. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the Terms and Conditions+ section of the auctions site ----- using the Login ID and passwords given to them.
8. **OTHER TERMS & CONDITIONS:**
  - c. The Supplier / Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
  - d. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
  - e. BHEL's decision on award of Contract shall be final and binding on all the Bidders.
  - f. BHEL along with Service Provider can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or Service Provider after the first posting will have to be accepted if the Bidder continues to access the site after that time.
  - g. Service Provider shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
  - h. Service Provider is not responsible for any damages, including damages that result from, but are not limited to negligence. Service Provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B. All the Bidders are required to submit the Agreement Form duly signed to Service Provider WITHIN TWO After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).

- After the completion of the Auction event, all the Bidders have to submit the Price Breakup immediately to Service Provider for further proceedings.



- **GENERAL TERMS & CONDITIONS OF TENDER**  
- **REF: MM/CLN/09-10/PACKAGE- B**

**Business Rules for Reverse Auction**

1. **MATERIAL FOR BID:** FIE/FIE TAPER CASINGS,TRANSITION PIECE
  - a. **SCHEDULE FOR REVERSE AUCTION:** will be intimated
2. **AUCTION EXTENSION TIME:** If a bidder places a Bid in the last -- minutes of Closing of the Auction, the auction shall get extended automatically for another 10 minutes. In case, there is no Bid in the last 10 minutes of closing of Auction, the Auction shall get closed automatically without any extension.
3. **BID PRICE:** The Bidder has to quote the Total cost to BHEL for the Items specified
4. Calculation sheet to arrive at the Total cost to BHEL will be provided by BHEL).
5. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian Rupees per -----(Unit) of the item.
6. **OPENING PRICE:** Shall be provided before the start of the event
7. **BID DECREMENT:** Shall be provided before the start of the event
8. The technical & commercial terms are as per BHEL Enq.No. MM/CLN/09-10/PACKAGE-B dtd.-5.10.09 Vendors technical and commercial bid and subsequent correspondences/mutual agreement between BHEL and the vendors regarding commercial terms & conditions.
9. **VALIDITY OF BIDS:** The Bid shall be for a period of 90 days and shall not be subjected to any change whatsoever.
10. **POST AUCTION PROCEDURE:** BHEL will proceed with the Lowest Bid in the Reverse Auction as per the normal procedure.