



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

MATERIALS MANAGEMENT

TITLE CERAMIC WOOL AS PER ATTACHED DRAWING	Phone: +91 431 257 7618 Fax : +91 431 252 0719 Email : karthi_25@bheltry.co.in
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	Reference Number: Enquiry 1801700048/03 dated 17.01.2017	Enquiry Date: 17.01.2017	Due date for submission of quotation: 17.02.2017
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You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order

BHEL/Trichy is looking for empanelment of new vendors for supply of "STAINLESS STEEL WIRE ROPE AS PER ATTACHED DRAWING".

BHEL commercial terms & conditions with Price Bid formats and all annexure can be downloaded from BHEL web site http://www.bhel.com or from the Government tender website http://tenders.gov.in (public sector units) Bharath Heavy Electricals Limited) under enquiry reference "XXXXXXXXXX"	
Tenders should reach us before 14:00 hours on the due date Technical bid will be opened at 14:30 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present.	Yours faithfully, For Bharath Heavy Electricals Limited DGM / MM



General Note: **BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)
HIGH PRESSURE BOILER PLANT
PURCHASE DEPARTMENT - FOSSIL BOILERS
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

Page:1/6

PHONE : 0431-2574111
GRAMS : BHARATELEC
FAX NO: 0431-2520719
E-mail :
Web :

429-002/A

OFFICE COPY

Collective No.

1801700048

Enquiry Date

17.01.2017

Due Date For
Quotation

17.02.2017

Please quote Enquiry No, Date and due date in all
correspondences.
This is only a request for quotation and not an order

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	L172013392402001 STAINLESS STEEL ROPE SS WIRE MESH ROPE As per the Specification Drawing 4-28-220-00609/01 Guarantee Required:As per the Specification Drawing. Packing:As per the Specification.	M	330.000	330.00	30.04.17
20	L180913392402001 STAINLESS STEEL ROPE SS WIRE MESH ROPE As per the Specification Drawing 4-28-220-00609/01 Guarantee Required:As per the Specification Drawing. Packing:As per the Specification.	M	110.000	110.00	30.04.17
30	L181013392402001 STAINLESS STEEL ROPE SS WIRE MESH ROPE As per the Specification Drawing 4-28-220-00609/01 Guarantee Required:As per the Specification Drawing. Packing:As per the Specification.	M	330.000	330.00	30.04.17
40	L181613392402001 STAINLESS STEEL ROPE SS WIRE MESH ROPE As per the Specification Drawing 4-28-220-00609/01 Guarantee Required:As per the Specification Drawing. Packing:As per the Specification.	M	385.000	385.00	25.03.18
50	L181713392402001 STAINLESS STEEL ROPE SS WIRE MESH ROPE As per the Specification Drawing 4-28-220-00609/01 Guarantee Required:As per the Specification Drawing. Packing:As per the Specification.	M	385.000	385.00	25.03.18

General Note:

1. Material should be as per drawing no. 4-28-220-00609/01. The word

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of
tenderers who have submitted their offer and who may like to be present for the tender
opening.Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

MANAGER / PURCHASE
(FOSSIL BOILERS)



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
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Page:2/6

1801700048 / 17.01.2017

23505

"specification" mentioned anywhere in the enquiry refers to drawing no. 4-28-220-00609/01.

2. Indian vendors: You are requested to quote on FOR- site basis , all inclusive of P & F and Freight charges. Insurance shall be in BHEL scope.

Import vendors: Offers to be submitted in CFR- Chennai Port basis all inclusive of P & F and Freight charges. Insurance shall be in BHEL scope.

3. Bids are to be submitted in Two part.

4. Delivery date indicated above is only tentative.

5. You are requested to send filled in Annexure A of Terms and conditions and PQR Annexure.

6. There are five projects covered in this tender and each project is considered as a separate package. The package details are as follows:

Package 1 - North Karanpura-1,2 & 3
Enquiry Item 10

Package 2 - Wanakbori-8
Enquiry Item 20

Package 3 -Kothagudam-12
Enquiry Item 30

Package 4 - Krishnapatnam-3
Enquiry Item 40

Package 5 - Vijayawada-8
Enquiry Item 50

7. Each project requirement will be considered as a separate package and evaluation & ordering will be done accordingly.

8. BHEL reserves the right to finalize the tender through Reverse Auction.

9.Site Address:

M/s. Vijayawada
ANDHRAPRADESH POWER CORP LTD
Dr.NTTPS Stage-V
Ibrahimpattam
Krishna Dist-521456

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Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED

MANAGER / PURCHASE
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Yours faithfully,



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Page:3/6

1801700048 / 17.01.2017

23505

M/s Krishnapatnam
ANDHRAPRADESH POWER CORP LTD
SDSTPS Stage-II, Unit-3
Krishnapatnam
Muthukurmandal
DIST: Nellore-524334

M/s North Karanpura
NTPC LTD
NTPC North Karanpura
Tandwa
Chatra-825321

M/s Kothagudam
Stage-VII -unit-12
Village: Paloncha
Khammam
Telangana-507115

M/s Wanakbori
GSECL
Taluka: Galteshwar
Wanakbori
Kheda-388239

10.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 at Annexure -1 where deemed validity of EM H 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 are not submitted before price bid opening. If the tender is to be submitted through procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Please refer Annexure "Micro Small and Medium Enterprises (MSE) clause for NIT" and submit all applicable supporting documents.

11. For every package, in case L1 is Non-MSE, L2 is MSE supplier satisfying the eligibility criteria (should have quoted within L1 all inclusive rate + 15%) and if

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For BHARAT HEAVY ELECTRICALS LIMITED

MANAGER / PURCHASE
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Yours faithfully,



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TAMILNADU (INDIA)

Page:4/6

1801700048 / 17.01.2017

23505

they accept the L1 rate on counter offer, PO for total package will be given to the L1 vendors. In case of eligible L2 vendor not accepting the L1 rate, we will take up with other eligible vendors and so on.

12. For every package, if L1 vendor is MSE, PO for the total package will be given to L1 vendor only.

13. Offers requesting for Price variation clause and offers not accepting for risk purchase clause will be rejected.

14. Since it is a package wise requirement, it is not possible to provide any share (4% for SC/ST MSE suppliers out of 20% for MSE suppliers) for SC/ST MSE Suppliers.

15. Tender will be finalized on the total cost to BHEL basis only.

16. The requirement is for Vijayawada, Krishnapatnam, North Karanpura, Kothagudam, Wanakbori projects.

17. Vendors shall accept a delivery period of "Two month from the date of clearance for each package / project".

18. Filled in Non-disclosure agreement form shall be submitted with sign and seal.

19. Supplier Registration Form (SRF) has to be duly filled up online and send one copy with all the documents as mentioned in SRF & if vendors have already submitted SRF & hard copy is sent to BHEL, can mention SRF Number (Application Number).

URL for online Registration form is as below

<https://supplier.bhel.in/>

20. The Suppliers & Bidders, while submitting documents for registration or in response to NIT/Tender etc. are required to ensure that all documents submitted with the offer shall be signed and stamped in each page by authorized representative of bidder.

21. Offers not meeting PQR as well as BHEL specifications are liable for rejection.

22. This tender has been published on BHEL & NIC website http://www.bhel.com/tender/tender_home.php & <http://tenders.gov.in> and also in leading national dailies with ref no NIT_xxxxx. All corrigendurns will be published on BHEL & NIC websites only, vendors are requested to visit these websites regularly.

The offers should reach us 30 minutes before the time of opening of tenders. The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED

MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)
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Page:5/6

1801700048 / 17.01.2017

23505

23. Offers shall be submitted only in m-junction Enterprise procurement system (<https://bheleps.buyjunction.in>) . The necessary help file can be referred from the enclosures No 9 & 10.

24. ENclosure No. 11 shall be referred by new suppliers with respect to submission of supplier registration form (SRF).

Enclosures:

1. Annexure A (Import)
2. Annexure A (Indigeneous)
3. Annexure PQR
4. Checklist
5. MSE Document
6. CA certificate format
7. BHEL Terms and conditions
8. Drawing
9. m-junction supplier bidding manual
10. e-proc. vendor communication
11. Guidelines for new suppliers.
12. Reverse Auction terms and conditions.
13. Third party non-disclosure agreement.

"LD clause has to be confirmed without fail."

The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants /service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

PR Links

Material.	PR.No	PR.Item.	Quantity	Acc. Assign	Customer Number
L172013392402001	113054345	00010	110.000	U6/1720-SB-682-1-33-924	U6/1720
L172013392402001	113054346	00010	110.000	U6/1721-SB-682-1-33-924	U6/1721
L172013392402001	113054347	00010	110.000	U6/1722-SB-682-1-33-924	U6/1722
L180913392402001	112784589	00010	110.000	U8/1809-SB-658-1-33-924	U8/1809
L181013392402001	112784590	00010	110.000	U8/1810-SB-656-1-33-924	U8/1810
L181013392402001	112868612	00010	220.000	U8/1810-SB-656-1-33-924	U8/1810
L181613392402001	116967988	00010	385.000	U8/1816-SB-558-1-33-924	U8/1816
L181713392402001	116967989	00010	385.000	U8/1817-SB-679-1-33-924	U8/1817

list of suppliers

RFQ-5200005641

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Yours faithfully,
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MANAGER / PURCHASE
 (FOSSIL BOILERS)
 Yours faithfully,



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TAMILNADU (INDIA)

Page:6/6

1801700048 / 17.01.2017

23505

Open Tender Dummy Code

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Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)
Tiruchirappalli-620 014, Tamil Nadu, India
Dept: MATERIALS MANAGEMENT/BOI

ANNEXURE-A General Terms and Conditions (IMPORT VENDOR)

ACCEPTANCE OF TECHNO - COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS
(To be Filled and submitted along with techno commercial offer for evaluation and to consider for Bid opening)

Description of the Equipment:		Stainless Steel Rope
Project		Krishnapatnam-3 (1816) Vijayawada-8 (1817) Wanakbori – 8 (1809) Kothagudam – 12 (1810) North Karanpura 1,2,3 (1720,1721 & 1722)
BHEL Tender No. & Date		1801700048/03 dated 17.01.2017
Sl. No.	Terms and conditions	Vendor's confirmation
1	Technical: Supply shall be as per drawing No. 4-28-220-00609/01	
2	Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.	
3	The tender will be operated on two part bid basis (Part 1 techno commercial bid and Part 2 price bid)	
4	Price basis: Offer shall be submitted on CFR Chennai Port basis inclusive of P&F and freight charges. It is requested to indicate the Freight amount separately. Scope of freight from supplier works to Chennai port is with supplier and that from Chennai port to sites is with BHEL. Insurance from supplier works to site lies with BHEL scope.	
5 (a)	BHEL Payment terms: 100% payment on CAD basis after 45 days from the date of receipt of documents specified in PO at BHEL bank. Respective bank charges to respective account.	
5 (b)	Loading Criteria : Payment Terms: Any deviation in the BHEL payment terms will attract loading as per below. Any deviation in the above BHEL payment term will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders. i) In the case of Usance LCs the loading will be considered @ 1.5% on the offered Value. ii) For LC at sight the loading will be considered @ 3.5% on the offered Value.	

	iii) Normally CAD at sight and Confirmed LCs are liable for rejection BHEL will evaluate the offers and consider the ranking after the loading is applied as referred above wherever deviations are observed.	
6 (a)	Liquidated damages: Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD at the rate of ½% of the total PO value of goods for each week of delay subject to a maximum of 10% of the total ordered Purchase Order value on part there off.	
6 (b)	Loading Criteria LD / Penalty: Any deviation on BHEL LD / Penalty clause, loading (Basic material Value) will be applied to the extent to which it is not agreed by the bidder. Loading value = (Mentioned LD in the enquiry – Accepted LD in the offer by the vendor) in % x Base value.	
7 (a)	Guarantee / Warranty Period: Guarantee clause 24 months from the date of supply or 18 months from the date of actual put in use / Commissioning, whichever is earlier.	
7 (b)	Loading Criteria: Guarantee / Warranty Period: No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period leads to rejection of offer.	
8	Risk purchase: If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to Purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the delivery period mentioned in the Purchase Order.	
9	Delivery Period: 2 months from the date of clearance for each project/ package.	
10	Validity: 90 days minimum from techno commercial bid opening (Part-1)	
11	Repair & replacements: Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end.	
12	Inspection and testing requirements: Inspection and testing requirements are to be carried out as per the specification and BHEL /Customer approved QAP and all test certificates are to be submitted in complete set as indicated in our specification / QAP.	
13	For Evaluation, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (part –I bid in case of two part bid) shall be considered.	
14	Test certificate shall be submitted prior to despatch for our review and approval. Shipment shall be made only after obtaining despatch clearance from BHEL	
15	In case of order, vendor Quality plan shall be submitted within seven days from PO date.	

16	Vendor who are not registered with BHEL –Trichy for supply of Stainless steel wire rope as a permanent vendor, those vendors are requested to submit the vendor registration through online and submit the registration application number along all the necessary documents. (available in http://www.bheltry.co.in/- Online Vendor Registration- Material Management) Note : Vendor have to submit all the documents duly filled in "Supplier Registration Forms" through online (available in http://www.bheltry.co.in/- Online Vendor Registration- Material Management). Duly filled-in Supplier Registration Forms, along with all credentials and supporting documents, Certificate of Rating from D&B (Dun & Brad) sheet or equivalent agencies (For Foreign vendors), Financial Performance / Profit & Loss Account / Balance sheet for last three years etc. (With Techno-Commercial Bid). Availability of minimum manufacturing, handling, testing and measuring facilities, to be detailed are to be mentioned clearly. All the documents to be uploaded. Apart from Qualifying the Techno- Commercial requirements of the enquiry, BHEL has the right for spot assessment of the facilities for evaluation, approval and for registration.	
17	Firm price and price variation clause: Prices shall be firm till the execution of order. No PVC is accepted. Offers not confirming for firm price and those requesting for PVC will be rejected.	
18	Bidders should submit their offer for CFR / Chennai Port basis with freight break up details and Place of delivery – INTVT6 – CONCOR ICD. PORT OF LOADING SHOULD BE INDICATED WITHOUT FAIL. PORT OF DISCHARGE should be CHENNAI and PLACE OF DELIVERY - INTVT6 – CONCOR ICD <u>CONTAINERIZED CARGO</u> For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost.	

	In case of shipment through Containers on CFR basis, the BL should bear the endorsement that "14 free days for Container Detention is applicable". Place of delivery – INTVT6 – CONCOR ICD should be clearly specified in the Bill of Lading. <u>BREAKBULK CARGO</u> For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis. Place of delivery – INTVT6 – CONCOR ICD should be clearly specified in the Bill of Lading.	
19	Lowest prices received against BHEL tenders need not be technically acceptable one and in that case BHEL reserves the right not to consider the same.	
20	BHEL reserves the right to negotiate or refloat the tender opened, if L1 price is not the lowest acceptable price to BHEL. Also, BHEL reserves right to increase or decrease the tender quantity.	
21	Pointwise confirmation to Annexure-A & PQR are to be submitted with technical offer	
22	Inspection by BHEL or BHEL nominated agency shall be carried out at vendor's works prior to despatch.	
23	Tender will be finalised on the basis of "Total cost basis to BHEL" & on package basis.	
24	The monthly production capacity "sparable to BHEL/Trichy" against this tender to be clearly indicated in the offer. Please note if your capacity is less in order to execute this requirement of BHEL within quoted delivery period, we may not consider your offer further.capacity, offer may not be considered.	



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)
Tiruchirappalli-620 014, Tamil Nadu, India
Dept: MATERIALS MANAGEMENT/BOI

ANNEXURE-A –General Terms and Conditions (INDIGENOUS VENDOR)
ACCEPTANCE OF TECHNO - COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS
(To be Filled and submitted along with techno commercial offer for evaluation and to consider for Bid opening)

Description of the Equipment:		Stainless Steel Rope
Project		Krishnapatnam-3 (1816) Vijayawada-8 (1817) Wanakbori – 8 (1809) Kothagudam – 12 (1810) North Karanpura 1,2,3 (1720,1721 & 1722)
BHEL Tender No. & Date		1801700048/03 dated 17.01.2017
Sl. No	Terms and conditions	Vendor's confirmation
1	Technical: Supply shall be as per drawing No. 4-28-220-00609/01	
2	Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.	
3	The tender will be operated on two part bid basis (Part 1 techno commercial bid and Part 2 price bid)	
4	Price Basis: The quote shall be on FOR respective site basis as indicated in enquiry, inclusive of Packing, forwarding and Freight to yours account. Please quote Lumpsum charge for freight. Insurance will be to BHEL scope.	
5 (a)	Payment terms: 100% direct payment after 45 days against site acknowledgement	
5 (b)	Loading Criteria : Payment Terms: Any deviation in the BHEL payment terms will attract loading as per below. "Base rate of SBI (As applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders". Payment through bank is not acceptable. If still demanded by vendor, loading will be 3% on the offered material value. In case of DTS (Direct to site) only 90% through bank will be considered . In case of payment through bank is opted by supplier , BHEL prefers documents submission through bank with copy of LR and door delivery of goods to site/ stores with consignee copy attached.	

	LC will not be operated for Indigenous vendors. Offers with payment terms as LC from indigenous vendors will be rejected.	
6 (a)	Liquidated damages: Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD at the rate of ½% of the total Purchase Order value for each week of delay subject to a maximum of 10% of the total ordered Purchase Order value on part there off.	
6 (b)	Loading Criteria LD / Penalty: Any deviation on BHEL LD / Penalty clause, loading (Basic material Value) will be applied to the extent to which it is not agreed by the bidder. Loading value = (Mentioned LD in the enquiry – Accepted LD in the offer by the vendor) in % x Base value.	
7 (a)	Guarantee / Warranty Period: Guarantee clause 24 months from the date of supply or 18 months from the date of actual put in use / Commissioning, whichever is earlier.	
7 (b)	Loading Criteria: Guarantee / Warranty Period: No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period it may leads to rejection of offer.	
8	Taxes & Duties: All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Assessment circle Tiruverambur.	
9	Risk purchase: If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to Purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the delivery period mentioned in the Purchase Order.	
10	Delivery Period: 2 months from the date of clearance for each project/ package.	
11	Validity: 90 days minimum from techno commercial bid opening (Part-1)	
12	Repair & replacements: Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end.	
13	Inspection and testing requirements: Inspection and testing requirements are to be carried out as per the specification and BHEL /Customer approved QAP and all test certificates are to be submitted in complete set as indicated in our specification / QAP	



14	Test certificate shall be submitted prior to despatch for our review and approval. Shipment shall be made only after obtaining despatch clearance from BHEL	
15	In case of order, vendor Quality plan shall be submitted within seven days from PO date.	
16	Excise Duty: North Karanpura and Krishnapatnam come under Mega power project category. Excise Duty is exempted against the applicable documents for Main supply for both projects. The required documents will be provided during the time of dispatch. For other remaining projects: Vendor to quote applicable ED%.	
17	Applicable CST/VAT % : Vendor to quote	
18	MSE VENDOR: 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 at Annexure -1 where deemed validity of EM H 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 are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Please refer Annexure "Micro Small and Medium Enterprises (MSE) clause for NIT" and submit all applicable supporting documents.	
19	Vendor who are not registered with BHEL –Trichy for supply of Stainless steel wire rope as a permanent vendor, those vendors are requested to submit the vendor registration through online and submit the registration application number along all the necessary documents. (available in http://www.bheltry.co.in/- Online Vendor Registration-Material Management) Note : Vendor have to submit all the documents duly filled in "Supplier Registration Forms" through online (available in http://www.bheltry.co.in/- Online Vendor Registration- Material Management). Duly filled-in Supplier Registration Forms, along with all credentials and supporting documents, Certificate of Rating from D&B (Dun & Brad) sheet or equivalent agencies (For Foreign vendors), Financial Performance / Profit & Loss Account / Balance sheet for last three years etc. (With Techno-Commercial Bid). Availability of minimum manufacturing, handling, testing and	

	measuring facilities, to be detailed are to be mentioned clearly. All the documents to be uploaded. Apart from Qualifying the Techno-Commercial requirements of the enquiry, BHEL has the right for spot assessment of the facilities for evaluation, approval and for registration.	
20	Firm price and price variation clause: Prices shall be firm till the execution of order. No. PVC is accepted. Offers not confirming firm price and those requesting for PVC will be rejected.	
21	Lowest prices received against BHEL tenders need not be technically acceptable one and in that case BHEL reserves the right not to consider the same.	
22	BHEL reserves the right to negotiate or refloat the tender opened, if L1 price is not the lowest acceptable price to BHEL. Also, BHEL reserves right to increase or decrease the tender quantity.	
23	Pointwise confirmation to Annexure-A & PQR are to be submitted with technical offer	
24	Inspection by BHEL or BHEL nominated agency shall be carried out at vendor's works prior to despatch.	
25	Tender will be finalised on the basis of "Total cost basis to BHEL" & on package basis.	
26	The monthly production capacity "sparable to BHEL/Trichy" against this tender to be clearly indicated in the offer. Please note if your capacity is less in order to execute this requirement of BHEL within quoted delivery period, we may not consider your offer further. capacity, offer may not be considered.	

ANNEXURE - PQR

Sl No.	BHEL's Pre Qualification Requirement	Vendor Confirmation to BHEL Pre Qualification Requirement
1	The vendor should meet the specification requirements.	
2	The vendor should have at least more than a year experience in the field.	
3.	The vendor should have supplied material to power plant application.	
4.	The vendor has to produce test certificate as per the specification requirements if any.	

Checklist

For Registered vendors with Permanent Vendor code

1. Confirmation to all Annexures A and PQR

For New Vendors not registered with BHEL Trichy

1. Confirmation to all Annexures A, PQR & Guidelines for new vendors

For any queries regarding tender you may contact

Mrs. Karthiga B S
Sr.Engineer/MM/BOI
BHEL Trichy-620014
0431-2577618
Karthi_25@bheltry.co.in

Mr. P. Pandiarajan
DGM/MM/BOI
BHEL Trichy-620014
0431-2574104
pprajan@bheltry.co.in

CORPORATE MATERIALS MANAGEMENT
BHEL NEW DELHI

AA: MM: Doc-MSME
Dated: 25.04.14

Circular No 04 of 2014-15
(Supersedes Circular 17 of 2013-14 dated 24.08.13)

Guidelines to provide the intended benefits for MSE suppliers
as per MSMED Act 2006 and Public procurement Policy 2012
to Genuine MSE Suppliers.

In order to have effective & efficient working capital management in the company and to ensure that the intended benefits for MSE supplier as per the 'MSMED Act 2006', & 'Public Procurement Policy for MSE, 2012' and Gazette notification ref. S.O. No. 3322(E) dated 04.11.2013 by the Ministry of MSME, goes to the genuine MSE suppliers, following guidelines are to be followed by Units/ Regions while dealing with MSE suppliers:

- i. In cases where the MSE status is based on Acknowledgement of Entrepreneur Memorandum Part II (hereinafter referred as EM II Certificate), the validity of such EM II certificate will be **deemed as 5 years** (2 years earlier deemed validity + 3 years present extension as per the gazette notification) from the date of acknowledgement of the EM II certificate, unless it is accompanied by a CA certificate (format as per Annexure-1), which will be required for each bid.
- ii. Following clause is to be **mandatorily inserted** in all NITs (Open/ Limited/ Single).

"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 at Annexure -1 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 are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. "
- iii. All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.



iv. Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

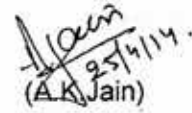
- a. Valid NSIC Certificate or
- b. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- c. EM II certificate along with attested copy of CA certificate (as per prescribed format at annexure 1) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause (ii) at the time of tender evaluation.

v. All the units/ regions shall make a provision (if not existing earlier) in their system to capture and record PO/ WOs details for MSE status as per the above NIT condition and report the procurements from MSEs to Corporate MM as per the MIRs in vogue

Based on above guidelines, Units/ Regions may issue necessary work instructions to all the concerned departments to implement the same.

These guidelines are issued with the approval of competent authority and are to be implemented within one month from the date of issue of this circular. This supersedes earlier circular (no. 17 of 2013-14 dated 24.08.13 issued by corporate MM) accordingly.


(A.K. Jain)
GM / Corporate MM

DISTRIBUTION:

- All MM Heads of Units/ Regions
- All Heads of Finance
- All Unit/ Region Heads.
- ED / SSBG
- GM (I) / ROD
- Corp. MM Intranet page

CC: CVO

CC: Director (Power)
Director (IS & P)
Director (Fin)
Director (HR)
PA (E,R&D) } For kind information

CC: SA to CMD - For kind information of CMD

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....
Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:



(Signature)

Name -

Membership number -

Seal of Chartered Accountant

TERMS AND CONDITIONS

1. a) **QUOTATIONS** : Each tender should be sent in double cover, inner cover should be sealed with tenderer's distinctive seal and superscriber with correct tender No. item of supply and due date of opening. The outer cover should only bear the address of this office and should not have any indication that a tender is within. Two or more quotations should not be sent in one cover but the quotation against each tender should be sent separately to avoid confusion. Tender should not be addressed to any individual's name but only by designation.

b) Tenders should be free from CORRECTION AND ERASURES. Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

c) Price should be net F.O.R. despatching station inclusive of risk in transit and remain valid for 60 days from the due date.

d) If any Sales Tax is payable as extra to the quoted price it should be specifically stated in quotations alongwith CST & TNGST No failing which the purchaser will not be liable for payment of Sales Tax. Our T.N.G.S.T No 3560005 Dt. 01-04-1995 CST No. 239383 Dt. 11.6.1991.

e) No revision of prices will be entertained after tenders are opened.

f) Manufacturer's Name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required alongwith quotation wherever necessary.

g) Products with I.S.I Certification marks will be preferred.

h) The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.

2. **SAMPLES** : Wherever possible, sample should be submitted separately whether specifically requested or not so as to reach the purchase on or before the due date of the enquiry. They should be clearly marked with the enquiry No and the date on the outside cover to facilitate identification.

3. **PACKING AND MARKING**: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

4. **TERMS OF PAYMENT** : Payment will be made within 30 days of satisfactory receipt of materials at site. Wherever required by the purchaser the successful tenderer must send the operation and maintenance manuals, test certificates, drawings, etc., for the materials ordered. These should be sent immediately after despatch of the materials and a statement to that effect should be made in the invoice. Failure to comply with this provision will result in delay in payment of the bills. Goods despatched either by V.P.P or by the document presented through bank will not be accepted unless agreed to by the Purchaser.

The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. Rules 52A and 173C (or 57GG). A photostat copy of the above invoice for each delivery challan should be submitted alongwith the original bills routed through bank & submitted directly to BHEL Finance Department.

5. **SECURITY DEPOSIT** : For purchases over Rs. 5,000/- the successful tenderer/s may be requested to furnish a Bank Guarantee. Security Deposit for an appropriate value as may be determined by BHEL.

6. **LIQUIDATED DAMAGES/ PENALTY AND INTEREST ON ADVANCES FOR DELAY IN DELIVERY**:

If the supplier fails to deliver the raw material / equipment / components within the period specified in the contract the purchaser shall deduct Liquidated Damages a sum equivalent to 0.5 % of the price for each week of delay upto a maximum of 15% of the price of the delayed / undelivered goods. In addition to the recovery of interest at normal cash credit rate plus 2% for the unadjusted portion of the advances. If the delay in delivery of a part contributes to delay in execution of total system, LD and interest on advances will be recovered on the total contract price / total advance paid.

7. **RISK PURCHASE** : Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated or aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clause 6 above.

8. **PREFERENTIAL DELIVERY** : It should be noted if a contract is placed on a higher tenderer as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay to the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R. destination, including all elements of freight, sales tax, duties and other incidents, incidental in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract.

9. **MODVAT CREDIT** : If any Excise Duty is payable, the chapter head/sub-head reference and the rate of the duty should be quoted. If the tender is availing MODVAT credit for this input materials, the effect of proforma credit should be passed on to the purchaser. Tenderer under "MODVAT" shall be preferred.

10. **Purchase** : Preference will be given to CPSUs as per Government Guidelines.

11. **GENERAL** : The purchaser reserves the right to split up the tender and place order for individual terms with different tenderers and also increase or decrease the quantity.

Any Other conditions which might have been quoted by the Seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by Purchaser will not be applicable to the contract.



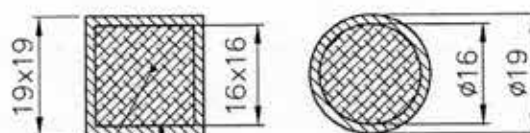
PURCHASE SPECIFICATION FOR SS WIRE MESH ROPE

PLACE OF USE : EXPANSION JOINT BETWEEN FIRST PASS
AND EXTENDED PASS OF SUPER CRITICAL
STEAM GENERATOR.

PURPOSE OF USE : TO PREVENT FLUE GAS LEAKAGE FROM
FURNACE AND ALSO ACCOMADATE EXPANSION

SERVICE
TEMPERATURE : TO WITHSTAND 550°C

SIZE : 19 MM SQUIRE OR ROUND



304 SS WIRE MESH CORE
TYPICAL

ALUMINUM ALKYD RESIN COVER
TYPICAL

WEIGHT : 0.2 KG / METER (APPROXIMATE)

MATERIAL DESCRIPTION : CONSTRUCTED OF BRAIDED FLEXTRA COVERING
OVER A HEAT RESISTANT 304 SS WIRE MESH
CORE.THE BRAIDED COVER IS COATED WITH HIGH
TEMPERATURE SILICON ALUMINUM ALKYD RESIN.
REDUCTION MIN 20% TO MAX 40%.

PACKING: THE MATERIAL SHALL BE PACKED IN POLETHENE BAG
WITH MATERIAL SPECIFICATION SLIP INSIDE.

REV: 02	ALTD:		REV: 04	ALTD:	
	APPD:			APPD:	
REV: 01	ALTD: A.R.JOTHI	Size changed from Ø18 to Ø19 and 18x18 to 19x19 mm	REV: 03	ALTD:	
25.06.12	APPD: C.G.S			APPD:	
INSULATION	PREPARED	A.R.JOTHI GURUNATHAN.	30.04.11	DRAWING NO :	
	CHECKED	K.SELVAM	02.05.11	4-28-220-00609	
	APPROVED	C.GUNASEKARAN	03.05.11		
					REV 01

 BHEL - TRICHY	THIRD PARTY NON-DISCLOSURE AGREEMENT	Doc.No. : ISMS-04/TP/011	
		Ver. No: 3.0	Rev. No: 00
		Date : 27 - 10 - 14	

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy 's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

Guidelines for new vendors who are not registered with BHEL Trichy for the supply of Stainless steel rope (material group: 33SSR) for submitting Supplier Registration Form

1. The tender is in two parts. One part consisting of techno-commercial details along with PQR (Pre-qualification requirements) and other with price details. Part 1 and Part 2 shall be submitted in separate sealed covers. In addition to technical and commercial conditions, vendors who are not registered vendor of BHEL, Trichy have to submit the filled in "Supplier Registration Forms" (*to be filled online*) along with the technical bid & if vendors have already submitted SRF & hard copy is sent to BHEL, can mention SRF Number (Application Number). Based on this and other conditions, as well as capacity and capability, vendors will be short-listed. Both these covers are to be put in a single cover duly super scribing the Enquiry Number. The part 1 bid will be opened on the due date and based on the acceptance of vendor on technical grounds, vendor evaluation, the part 2 bid (price bid) of the qualified vendors will be opened on a suitable date with due intimation.

2. Supplier Registration Form (SRF) has to be duly filled up online and send one copy with all the documents as mentioned in SRF & if vendors have already submitted SRF & hard copy is sent to BHEL, can mention SRF Number (Application Number).

URL for online Registration form is as below

<https://supplier.bhel.in/>

For any help regarding filling of SRF, you may contact following

Mrs. Nalini Subramanian (Purchase Officer- Supplier Development Cell)
Ph:0431/2577301
Email ID: nalini@bheltry.co.in

Mr. Ebinesan (Sr. Manager- Supplier Development Cell)
Ph:0431/2577448
Email ID: ebi@bheltry.co.in

Annexure – I**Business Rules for Reverse Auction**

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. **Online Sealed Bid:** This duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.
- ii. **Online Reverse Auction:** The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.
- iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- 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.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

2. Schedule for Reverse Auction: The Reverse Auction is tentatively scheduled on {date}; and the duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.**- Online Sealed Bid:-**

- {Start Time:
- Close Time:}

- Online Reverse Auction:-

- {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 {...} 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 Online 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, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. 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 Online Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Bidders shall be assigned a **Unique User Name & Password** by M/s. {Service provider}. Bidders are advised to change the Password and edit the information in the Registration



Page after the receipt of initial Password from M/s. {Service provider} to ensure confidentiality. All bids 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.
10. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
11. Computerized 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.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. {Service provider}, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price online so that the service provider will upload that price online on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation 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 safeguard 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. 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 including that of line items, if required, quoted during the Online 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 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 of 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 Online 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 supercede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen 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.

