



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

विद्युत मशिन सुधार संयंत्र
प्लॉट नं.डी-1, क्रॉस रोड 'सी',
एम.आय.डी.सी., अंधेरी (पूर्व),
मुंबई - 400 093

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E-mail: csdeollikar@bhel-emrp.com
shiwani@bhel-emrp.com

Electrical Machines Repair Plant,
Plot No.D-1, Cross Road 'C',
M.I.D.C., Andheri (East),
Mumbai - 400 093

NIT NO: BHEL/EMRP/PUR/Y/210161082/210463555

Date: 26.08.16

NOTICE INVITING TENDER

M/s.

Dear Sir,

Subject: Tender Enquiry for 'Mechanical Items for 4x180MW Mangdhechhu Project.

BHEL invites offers from reputed Vendors (Refer pre-qualifying requirements and other requirements given in tender enquiry letter uploaded on our websites) for supply, inspection, testing, packing for transportation and delivery of **Mechanical items** as per Technical Specifications No.: EM-MHPA-MGD-MWS-GTS-00, EM-MHPA-2912-12-PTS-01& 02 to **4x180 MW Mangdhechhu Project F.O.R site/ C&F** as per details hosted on BHEL website www.bhel.com. Your offer shall be submitted in two parts strictly in sealed covers for the under mentioned package of Equipment/system.

ITEM DESCRIPTION :	
	1. Radial Drilling Machine (Qty.: 1 No.) (Approved Make : Batliboi, HMT, Nagmati, Eifco, Atlas)
	2. Long Lathe (Qty.: 1 No.) Approved Make : Batliboi, HMT, Nagmati, Atlas
	3. Double Ended Grinding Machine (Qty.:1 No.) (Approved Make : Batliboi, Eifco, Nagmati, Eimaco)
	4. Power Hacksaw (Qty.:1 No.) (Approved Make : Eifco, Kasto, Sagar)
	5. Pipe Bending Machine (Qty.:2 Nos.) (Approved Make : Hydrabend, HMT, Batliboi, Atlas, Inder)
	6. Pipe Threading Machine (Qty.:2 Nos.) (Approved Make : Batliboi, Atlas Machine, Quality tools, Parksons(Jaswanth), Sagar, Atlamc, Bajaj, IMTC, Hydobend, HEMCO)
	7. Electrical Hand Drilling Machine (Qty:5 nos) (Approved Make : Bosch, Germany, Hitachi, Japan, Metabo, Ralliwolf India)
	8. Portable Magnetic Base Electrical Drilling Machine (Qty:3 nos) (Approved Make : Bosch, Germany, Hitachi, Japan, Metabo, Ralliwolf India)
	9. Concrete Hammer Drilling Machine (Qty:2 nos) (Approved Make : Bosch, Germany, Hitachi, Japan, Metabo, Ralliwolf India)
	Note: All items details are as per Specification No: EM-MHPA-MGD-MWS-GTS-00 & 2912-12-PTS-01 & 02.

Important Note:

- Acceptance Norms as per Specification No: EM-MHPA-MGD-MWS-GTS-00 & 2912-12-PTS-01 & 02.
- Please quote in Indian Rupee, offer received in other currency will not be accepted.
- The offers of the bidders who are on the banned list, as also the banned list of offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms available on BHEL site www.bhel.com.
- "MSE suppliers can avail the indented benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (two years from the date of issue of

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acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure – I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE suppliers till the supplier submits these documents."

5. The bidder is required to clearly mention:
 - a) Enquiry No. & Name of the projects/package in BOLD LETTERS on the top of each envelope submitted.
 - b) Name and contact details (including mobile no. and email address) of minimum one contact person along with date of submission of offer in a cover letter.
6. BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., online bidding on internet.
7. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
8. Purchaser reserves the right to split up the scope of the tender enquiry and place the orders for different scope/items with different bidders and also increase or decrease the quantity.
9. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be dispatched only after Purchaser's/Owner's inspection at the hold points specified in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC).
10. Late tenders are liable to be rejected.
11. All correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address :

1. Ms. SHIWANI GUPTA, Sr. Engineer, MM M/s. Bharat Heavy Electricals Limited, Electrical Machines Repair Plant,, Plot No. D-1, Road No.16, Cross Road 'C', MIDC, Andheri (East) , Mumbai – 400 093 E-mail : shiwani@bhel-emrp.com Phone No.: +91 – 022 – 2835 8738	2. Mr .C S DEOLIKAR AGM-Operations M/s. Bharat Heavy Electricals Limited, Electrical Machines Repair Plant,, Plot No. D-1, Road No.16, Cross Road 'C', MIDC, Andheri (East) , Mumbai – 400 093 E-mail : csdeolika@bhel-emrp.com Phone No.: +91 – 022 – 2835 8707
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12. **Pre-Qualifying Requirements :**

Bidders are requested to furnish the details as per "TECHNICAL AND FINANCIAL PRE-QUALIFYING REQUIREMENTS" (enclosed with the enquiry).

Bids of only those bidders shall be evaluated who meet the Technical as well as Financial pre-qualifying requirements. The bidders who are not approved with customer, however meeting the prequalifying requirements, shall be taken up with customer. In such cases, bidders have to submit the required credentials. The acceptance of the bid for such vendors will be subject to customer approval only.
13. **Bidder to note that this is a conditional enquiry (Open Tender), the price bid (Part-II) opening/RA shall be subject to following criterion :**
 - a) Techno-commercial qualification/recommendation of bidder by the BHEL-EMRP.
 - b) Approval of bidder by Customer: Approval shall be taken up by BHEL with customer based on the credentials/reference list. Hence, Bidders are requested to submit the following (as part of their credentials) on or before technical bid Part-I opening :-
 - i. Reference list indicating PO Details, Customer Name, PO Date, Execution Date etc.
 - ii. Performance Certificate issued by the Clients.
14. 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.

15. Indigenous bidders have to quote freight charges separately. The freight charges should be inclusive of toll tax, Govt. Levis, loading/unloading at border or any other incidental charges en-route up to BHEL Project site in Bhutan. Border clearance charges in the scope of bidder.
16. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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.
- In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- Bidders are requested to refer '**Annexure-I to Terms & Conditions of Reverse Auction**' enclosed along with tender enquiry.
17. BHEL reserves the right to finalize Prices by conducting Reverse Auction or by conventional way of price bid opening, which will be decided after techno-commercial evaluation. In view of above, bidders are requested to quote their most competitive prices as **no negative price impact** shall be applicable on account of non-conduction of RA.
18. All the above Tender Documents shall automatically become a part of the Order/Contract after its finalization.
19. Indigenous bidders have to quote F.O.R. site prices. (Transportation cost to be quoted separately).
20. **All corrigenda, addenda, amendments, time extensions, clarifications etc, to the tender will be hosted on website only. Bidders are requested to visit constantly our websites to keep themselves updated.**
21. Please note that for technical bid, detailed offers are to be submitted including the following along with the Price schedules as per BHEL format enclosed with NIT :
- Acceptance of RA terms & conditions.
 - Pre-qualifying Requirement (PQRs) -
 - Technical Deviations and commercial deviations (if, any) as per format.
 - Along with your offers, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed.
 - Un-Priced price schedules (format) duly filled in 'Quoted' or 'Q' in each column/row.
 - Separate sealed price-bid envelope mentioning Enquiry No. & Name of the project/package in BOLD LETTERS on the top of envelope.

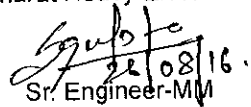
Failure in submitting all above documents will be treated as incomplete offer.

Note: Tenderer must submit UN-PRICED Price format duly filled mentioning the word "QUOTED" in place of actual price. The actual price is to be filled in separately and submitted in sealed price bid.

Commercial terms & conditions, General terms & conditions and Procedure for submission of tender are enclosed herewith. Offer should be submitted strictly in accordance with the same.

Tender Enquiry:	BHEL/EMRP/PUR/Y/210161082/210463555	Dated
	26.08.2016	
Tender Submission date:	20.09.2016 up to 2.00 pm.	
Tender Opening date:	20.09.2016 at 2.30 pm. in conference Hall.	

Anticipating your reply,

Yours faithfully
For Bharat Heavy Electricals Ltd

Sr. Engineer-MM

Regd.Office: BHEL House, Siri Fort, New Delhi – 110 049

Tender Enquiry: BHEL/EMRP/PUR/Y/210161082/210463555 Dated 26.08.2016

Bidder's Ref No: _____

NO DEVIATION CERTIFICATE

We here by accept and agree to all the Techno-Commercial & general terms & conditions given in the tender enquiry No. **BHEL/EMRP/PUR/ Y/210161082/210463555 Dt.26.08.2016** without any deviation.

Authorized Signatory,
With seal of the company

OR**PROFORMA FOR DEVIATION TO TENDER TERMS SOUGHT BY BIDDERS**

BHEL expects the bidders to fully accept the terms and conditions of the NIT. However, deviations if any considered essential by the bidder may be communicated in the following proforma. Deviation not listed in the following deviation proforma, even if mentioned elsewhere in the offer document shall not be considered.

Sr. No.	Clauses	Accepted	Not Accepted	Deviation
1.	<u>Technical Clause</u>			
2.	<u>Commercial Clause:</u>			
	Price clause 1.1			
3.	Validity clause 1.2			
4.	Price variation clause 1.3			
5.	Delivery required clause 1.4			
6.	Delivery schedule clause 1.5			
7.	Delayed Delivery Penalty clause 1.6			
8.	Place of dispatch 1.7			
9.	Delivery place clause 1.8			
10.	Transportation clause 1.9			
11.	Packing & Forwarding clause 1.10 .Packing as per specification.			
12.	Payment terms clause 1.11			
13.	Taxes & duties clause 1.12			
14.	Excise Duty / PAC clause 1.12.1			
15.	Sales Tax clause 1.12.2			
16.	For tender evaluations 1.12.3			
17.	Custom clearance 1.12.4			
18.	Transit Insurance clause 1.13			
19.	Octroi charges/Entry Tax Cl: 1.14			
20.	Inspection clause 1.15			
21.	Interpretation of Contract 1.16			
22.	Evaluation criteria clause 1.17			
23.	Guarantee Certificate clause 1.18			
24.	Risk Purchase Cl:1.19			
25.	Force Majeure Cl:1.20			
26.	Unloading at site Cl 1.21			
27.	Supervision Charges Cl 1.22			
28.	General terms & conditions clause 3.1 to 3.5			

We confirm acceptance of all other terms and conditions of NIT

Signature of the bidder
Seal of the company

Note: It may be noted that offers with deviation & cost implications columns not filled are liable to be rejected

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Pre-Qualification Criteria

Tender Enquiry: BHEL/EMRP/PUR/Y/210161082/210463555 Dated 26.08.2016

Bidder's Ref No: _____

1. Vendor should submit copy of at least one PO for the supply of above mentioned item in last five years from the date of bid submission.
2. Vendor should have the turnover of 20 lakhs each year for last 2 years and audited P&L & balance sheet for FY 2013-14 and FY 2014-15 to be submitted.
3. BHEL registered vendor should submit the vendor code document name of BHEL unit where vendor is registered for this item.
4. The offers without supporting documents as per PQR may not be considered for price bid opening.

Authorized Signatory,
With seal of the company

Vendor Details:

Sl. No.	BHEL's Parameter	Vendor's Compliance
1.	Name of the supplier with complete address & web site , if any	
2.	Telephone No./ Fax No (with STD code)/ E-mail etc.	
3.	E-mail addresses	
4.	Names of the contact persons for clarifications	
5.	Address of the works at which inspection/ delivery is offered	

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Bidder's Ref No: _____

Proforma for Price Bid Part "B"

Description	Qty. (Nos.) (A)	Unit Rate per no as per total cost to BHEL as per break up below in Rs. (B)	Total Price (A X B)
Radial Drilling Machine Make: _____ Model _____	1		
Long Lathe Make: _____ Model _____	1		
Double Ended Grinding Machine Make: _____ Model _____	1		
Power Hacksaw Make: _____ Model _____	1		
Pipe Bending Machine Make: _____ Model _____	2		
Pipe Threading Machine Make: _____ Model _____	2		
Electrical Hand Drilling Machine Make: _____ Model _____	5		
Portable Magnetic Base Electrical Drilling Machine Make: _____ Model _____	3		
Concrete Hammer Drilling Machine Make: _____ Model _____	2		

Break-up of above total unit rate

Sr. No.	Description	Radial Drilling Machine Make: _____ Model _____	Long Lathe Make: _____ Model _____	Double Ended Grinding Machine Make: _____ Model _____	Power Hacksaw Make: _____ Model _____
1.	Basic rate per unit.				
2.	P&F				
3.	Excise duty	Not applicable for export project	Not applicable for export project	Not applicable for export project	Not applicable for export project
4.	CST / VAT	Not applicable for export project	Not applicable for export project	Not applicable for export project	Not applicable for export project
5.	Transportation cost				
6.	Octroi / Entry Tax.				
7.	Any other (Specify)				
8.	Supervision charges				
9.	Total (1+2+3+4+5+6+7+8)				

Sr. No.	Description	Pipe Bending Machine Make: _____ Model: _____	Pipe Threading Machine Make: _____ Model: _____	Electrical Hand Drilling Machine Make: _____ Model: _____	Portable Magnetic Base Electrical Drilling Machine Make: _____ Model: _____	Concrete Hammer Drilling Machine Make: _____ Model: _____
1	Basic rate per unit.					
2	P&F					
3	Excise duty	Not applicable for export project	Not applicable for export project	Not applicable for export project	Not applicable for export project	Not applicable for export project
4	CST / VAT	Not applicable for export project	Not applicable for export project	Not applicable for export project	Not applicable for export project	Not applicable for export project
5	Transportation cost					
6	Octroi / Entry Tax.					
7	Any other (Specify)					
8	Supervision charges					
9	Total (1+2+3+4+5+6+7+8)					

Note:

1. Vendors should clearly indicate the rates of taxes and duties applicable as per above Proforma.
2. Final evaluation shall be carried out after considering CENVAT / VAT credit available to BHEL.
3. Vendor to confirm relevant documents will be provided to BHEL for availing CENVAT / VAT credit.

Authorized Signatory,
With seal of the company

1. **COMMERCIAL TERMS AND CONDITIONS**

- 1.1 **Price:** Price should be quoted strictly as per proforma for price bid, FOR destination basis inclusive of transportation (Quote separately), or any other transit expenditure. Vendor has to supply the item at delivery place mentioned in Cl.1.7.

- For bid evaluation, price will be calculated on the basis of landed cost to BHEL as per the price proforma.

Documents Required: Vendor has to submit following documents with Technical Bid:

- a. Product catalogue with complete specification, Make and Model No., physical dimension of the product etc.
- b. OEM certificate if any.
- c. Completely filled in Annexure – II of NIT in a Price Bid envelope.

Note:

- i. O&M Manual, Foundation & GA drawing, schematic diagram (if application) to be submitted in the event of order.
- ii. Test reports to be submitted in the event of order.
- iii. Guarantee certificate to be submitted as mentioned in NIT.

- 1.2 **Validity of Offer:** 90 days from the date of technical bid opening.

- 1.3 **Price Variation Clause:** Price offered should remain firm till the supply of material.

- 1.4 **Delivery Period:** Within **16 weeks Ex – Works**. Early delivery is preferred.

- 1.5 **Delivery Schedule: 16 weeks.**

The Material is required to complete the project in stipulated time. Vendors are required to accept the delivery schedule stated above. In case BHEL does not get sufficient response accepting our delivery schedule, then offer with deferred scheduled will be accepted.

- 1.6 **Delayed Delivery Penalty:** LD shall be 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value. In case of any change to the order value, the LD shall be 0.5% of the revised order value per week of delay or part thereof subject to a maximum of 10% of revised order value. In case of staggered delivery schedule, LD shall be 0.5 % per week of delay or part thereof subject to a maximum of 10% of the undelivered portion.

- 1.7 **Place of Despatch:** The vendor has to clearly specify the place from where material will be despatched.

- 1.8 **Delivery Place:**

Engineer In charge
Contract Agreement No.EM1
Consignee Address
Mangdechhu Hydroelectric Project Authority (MHPA) A/C BHEL
Khamey, Trongsa,
BHUTAN.

- 1.9 **Transportation:** Shall be arranged by Vendor. Vendors offer should give Price Break-up. i.e. Ex-works/Ex-Go down & Transportation cost separately as per Price Bid Format. The transport charges should be inclusive of charges including Toll Tax, duties, Govt. levies or any other incidental charges en-route upto BHEL Project site. Border clearance is in the scope of bidder and no separate charges will be paid by BHEL on this account. The vendor has to submit the separate bill towards transportation. The probable Transporter for this site is M/s Parvat Road Carriers, Bhopal (PRC) Phone-0755-2591885, 4260082, e-mail prclproject@gmail.com ; bhopalprc@gmail.com , however bidder may choose their own transporter. Transportation to be quoted considering the geographic conditions of Bhutan.

- 1.10 **Packing & Forwarding:** Price should normally be quoted inclusive of all Packing & Forwarding charges. The charges if any may be given in the price bid. The material should be packed in wooden casing duly secured to avoid any transit damage.
- The Packing Box shall have following Markings:
- BHEL PO No. and Date
 - Project Name : 4 x 180 MW Mangdechhu Project
 - Packing List
 - Item Description & Quantity.
- Vendor should follow the Standard Packing instructions as per the enclosed specification HSE-Pkg-Inst.-02.Copy enclosed.
- 1.11 **Payment Terms:**
- Payment of 90% of Order Value will be made within 90 days (45 days for MSMED) of submission of bills with proof of receipt of material from our site representative (Original receipted LR to be submitted).
 - Balance 10% payment shall be released on submission of PBG of equal amount from a nationalized bank valid for 24 months from the date of delivery at site or after completion of warrantee period of 24 months.
 - Progressive payment can be made after deduction of L.D, if any as & when the items are dispatched from your works.
 - Payment will be made through e-payment only. Vendor should furnish bank details if not submitted earlier.
 - Any deviation in payment terms Quoted by vendors is not accepted.
- 1.12 **Taxes & Duties:** Bidders to clarify specify the taxes and duties applicable on the date of Offer. However, any statutory variation in the rates and taxes and duties after the date of submission shall be considered and actual rates applicable at the time of despatch of material shall be payable at actual against documentary evidence.
- 1.12.1 **Excise Duty:** This being a physical export, Excise Duty exempted. Bidder to clarify specify the applicability of Excise Duty, if any. Necessary documents will be provided at the time of despatch. Vendor has to submit Excise Registration details and other relevant documents to avail ED exemptions.
- 1.12.2 **Sales Tax:** This being a physical export, Sales Tax is exempted. 'H' Form will be provided to the successful bidder after completion of supply.
- 1.12.3 For tender evaluations, Excise Duty & Sales Tax will be considered as NIL.
- 1.12.4 **Custom Clearance:** At Bhutan boarder is in vendor scope. Custom Clearing Agent is M/s.Lharig Enterprises, Phuntsholing, Bhutan Ph: 00975-5-254049, Mobile: 0097517110302. email:lharibgt@gmail.com. However, bidder may choose their own clearing agent. Border clearance is in the scope of bidder and charges are to be borne by bidder.
- 1.13 **Transit Insurance:** By BHEL.
- 1.14 **Octroi Charges. Entry Tax, if applicable:** Not Applicable. Road Permit will be issued to the vendor, if applicable.
- 1.15 **Inspection:** BHEL/or its customer/TPI shall inspect the material before dispatch. In the event BHEL/customer waives off inspection, certified test report and results shall be submitted for approval. Vendor has to submit QAP's along with all the relevant Test certificates/Calibration certificates & Obtain approval on test report and Material dispatch Clearance Certificate, MDCC/MICC before dispatch of material.
- 1.16 **Interpretation of Contract:** In case of two or more than two interpretations or differences in any of the technical specifications or terms and conditions of the contract then the interpretation which is in favour of BHEL shall be final & binding.

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- 1.17 **Evaluation Criteria:** Price evaluation shall be done on the basis of landed cost of each item to BHEL including supervision charges. The order will be issued item wise.
- 1.18 **Guarantee Certificate:** The equipment / material including spares shall be guarantee during defect liability period, which shall extend for 24 months from the date of operational acceptance which shall tentatively take place in August 2017. Vendor to consider the same while submitting the offer. Vendor to submit the normal guarantee certificate mentioning equipment guarantee for 24 months from the date of supply or 18 months from the date of commissioning and guarantee for defect liability period as mentioned above.
- 1.19 **Risk Purchase:** In case the successful tenderer fails to adhere to the agreed schedule for supply or fails to comply with the terms and conditions of the purchase order. BHEL reserves the right to source such material/component/equipment/system from any other agency at the risk and cost of the successful tenderer. The cost of such purchases along with 25% overhead charges shall be recovered from the bills pending from any other unit of BHEL. In the event of no amount being out standing from BHEL, successful tenderer shall be liable to pay to BHEL the above amount immediately on demand. The decision regarding applying risk-and purchase clause from BHEL shall be final & binding.
- 1.20 **Force Majeure:** The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural Calamities, Frost, Fire, flood, Civil War, Civil Commotion, Riot ,Government Restrictions.
- Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certifies by local chamber of commerce/statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service without loss of time.
- In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL.
- In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.
- 1.21 Unloading at site : BHEL Scope
- 1.22 **Supervision Charges:** Vendor has to quote the supervision charges separately in the price bid. In case the supervision is required during installation / commissioning, the charges for the same will be paid at that time separately on completion of the work.

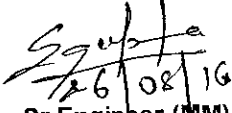
2 **PROCEDURE FOR SUBMISSION OF TENDER**

- 2.1 Bidder shall submit the offer in two bid system in two different sealed Covers.
- 2.2 Part 'A': Techno-Commercial Bid
- 2.3 Part 'B': Price Bid
- 2.4 Tender No., date and due date of opening should be written on both the covers.
- 2.5 These two covers shall then be placed in a large cover and sealed. The Large cover should also have Tender no., Date and Due Date. This should be dropped in the tender box placed at the entrance of our works before due date and time.
- 2.6 **Part 'A' - Techno Commercial Bid:** Techno Commercial Bid shall contain technical and commercial offer as per NIT Proforma, indicating acceptance of NIT terms, as per Annexure-I. Acceptance of all technical and commercial terms and conditions given in the format **Annexure I.** (No Deviation certificate and deviation Proforma), duly filled in signed as required. Blank Price Bid Proforma indicating only the rates of taxes and duties applicable, without rate / price for material, should be enclosed with the techno-commercial bid Part A.

- 2.7 Any deviation in the above mentioned terms and conditions or conditional offer may render the offer invalid and shall be liable to be rejected, and price bid of such bidders shall not be opened. Price bid of only those bidders shall be opened whose Techno-Commercial offer is found suitable and acceptable. Date of opening of price bid shall be communicated to only those bidders whose Techno-Commercial bid will be accepted.
- 2.8 **Part 'B':** Price Bid Part B should contain only the price duly filled in Price Bid Performa Annexure II, **without any terms and conditions**. Any terms and conditions, if mentioned in the price bid, shall be ignored and not considered.

3 **GENERAL TERMS AND CONDITIONS**

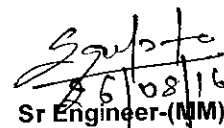
- 3.1 BHEL reserves the right to reject the offer and or award the work in full or part without assigning any reason.
- 3.2 Tender should be free from over writing and erasers, additions if any must be attested.
- 3.3 Purchase Order will be subject to general conditions of purchase prevailing in Bharat Heavy Electricals Limited.
- 3.4 Any dispute arising out of this shall be referred to the sole arbitration of Unit Head, BHEL, EMRP, Mumbai OR any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Mumbai.
- 3.5 All suits in respect of this NIT shall be in the courts of Mumbai.


26/08/16
Sr Engineer-(MM)

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item / system with detailed scope for supply as per enquiry specifications. BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e. **ON LINE BIDDING ON INTERNET**.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate. (minimum four techno-commercial qualified vendor required)
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 / email a scanned copy of 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/ email a scanned copy of 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 standard practice.
12. Only those vendors, who participate in the Online Initial Sealed Bid, will be eligible to participate in the subsequent Online English Reverse Auction.


Sr Engineer-(NM)