



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Ramachandrapuram, Hyderabad-502 032 (A.P)

Phone: 040-23182292 / 23184089 / 23182465 e-mail: schakra@bhelhyd.co.in

(STORES DEPARTMENT-CMM)

Ref. No.: HY/CMM/STORES/STEEL/2012-'14

Date : 16.01.2012

TENDER SCHEDULE

TENDER NO. HY/CMM/STORES/STEEL/2012-'14 dated 19.01.2012

Name of work : Collection and Transportation of Steel items like Plates, Tor Steel, MS Rounds, Structurals like Channels, Angles, Beams etc., from M/s. SAIL Stock Yard, Nagulapally (Medak Dist.,) to BHEL, Ramachandrapuram, Hyderabad-502 032 through Trailers for a period of TWO years(April 2012-March 2014).

1.	General Terms & Conditions	:	Annexure- "A"
2.	Techno-Commercial Bid	:	Annexure- "B"
3.	Price Bid	:	Annexure- "C"
4.	Amount of E.M.D to be deposited along with the Tender by way of Demand Draft / Pay Order in favour of BHEL, Ramachandrapuram,Hyd-502 032	:	Rs.2,00,000.00
5.	Period of Contract	:	Two Years(April2012-March 2014)
6.	Sale / closure of Tenders	:	19.01.2012 to 02.02.2012. 09.00 Hrs. to 14.00 Hrs.
7.	Last date for receipt of tender	:	03.02.2012 – 11.00 Hrs.
8.	Date and time of tender opening	:	03.02.2012 – 13.30 Hrs.
9.	Value of Tender	:	Rs. 1.47 Crores
10.	Cost of Tender Documents	:	Rs.500.00 (Non refundable)
11.	Bidders participating in the tender must pay the cost of tender document of Rs. 500.00 by way of Pay Order / DD in favour of BHEL, Ramachandrapuram, Hyderabad-32 and the same shall be enclosed along with tender documents. Without Pay Order / DD of tender document, the tender is not considered.		

(S. CHAKRAPANI)
MANAGER/STORES (CMM)

To:
M/s.....



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Ramachandrapuram, Hyderabad-502 032 (A.P)

Phone: 040-23182292 / 23184089 / 23182465 e-mail: schakra@bhelhyd.co.in

(STORES DEPARTMENT-CMM)

Ref.No.: HY/CMM/STORES/STEEL/2012-'14

Date : 16.01.2012

INSTRUCTIONS TO BIDDERS

Sealed tenders are invited from the reputed transport agencies satisfying **pre-qualifying requirements** for undertaking the work of transportation of the materials by suitable Trailers having year of Registration of **2002** or after only. The bids shall be submitted in two parts namely (1) Techno-Commercial Bid and (2) Price Bid. The Techno-Commercial bid conditions are as per Annexure -B. The Price Bid is as per Annexure-C. The bidders should specifically confirm acceptance of all Technical/Commercial conditions.

TENDER SUBMISSION:-

- ❖ The covers should be addressed to **Manager/Stores (CMM), 36/11 Bldg., Ground Floor, BHEL, RC Puram, Hyderabad-32** to reach on or before by **11.00 Hrs. on 03.02.2012** and the same are to be dropped in the Tender Box which is kept in the Vendor Complex near Admn. Bldg., BHEL, RC Puram, Hyderabad-32.
- ❖ ***BHEL is not responsible for any postal delay.***
- ❖ Tender box is available in the Vendor Complex near Admn. Building, BHEL, Ramachandrapuram, Hyderabad-32 from **19.01.2012 to 03.02.2012** up to 11.00 hrs.
- ❖ Tenderer has to submit both Techno-Commercial bid(Annexure B) & Price bid (Annexure C) in separate covers.
- ❖ The Techno-Commercial Bid together with all the required documents and DD/pay order towards EMD of Rs.2,00,000.00 drawn from any Nationalised Bank in favour of **BHEL, Ramachandrapuram, Hyd-32**, payable at Hyderabad shall be submitted in separate sealed cover Superscribing name of the tender as **“Techno-Commercial bid for Collection and transportation of steel items to BHEL, Ramachandrapuram, Hyderabad-502 032, for a period of TWO years,(April 2012- March 2014) vide Tender Ref No. HY/CMM/STORES/STEEL/2012-'14 dated 19.01 .2012”**
- ❖ ***The Price bid for Price for Collection and transportation of steel items like Plates, Tor Steel, MS Rounds, Structurals like Channels, Angles, Beams etc., from M/s.SAIL Stock Yard, Nagulapally (Medak Dist.) to BHEL, Ramachandrapuram, Hyderabad-502 032 shall be submitted in separate sealed cover superscribing name of the tender as “Price bid for Collection and transportation of steel items to BHEL, Ramachandrapuram, Hyderabad-502 032, for a period of TWO years, vide Tender Ref No. HY/CMM/STORES/STEEL/2012-'14 dated 19.01 .2012”.***
- ❖ Price bid consisting of any other information except rates is liable to be rejected.

- ❖ Both the above two envelopes shall be kept in another single strong cover, seal it and affix seal on the cover and address the same to **Manager/Stores (CMM), 36/11 Bldg., Ground Floor, BHEL, RC Puram, Hyderabad-32 duly superscribing Tender Ref. No., due date and time of opening** . The completed tenders shall reach on or before by **11.00 Hrs.** on **03.02.2012**. BHEL is not responsible for any postal delay. Tenders not submitted in the prescribed forms or incomplete tenders are liable to be rejected.
- ❖ The Techno-Commercial Bid will be opened on **03.02.2012** at **13.30** hrs.
- ❖ Price bids of technically accepted bidders only will be opened on a subsequent date and time which will be communicated later to the technically qualified bidders.
- The date of Price Bid opening will be subsequently intimated.
- All Corrigenda, Addenda, Amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL, Website (www.bhel.com) only. Bidders should regularly visit website to keep themselves updated.



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Ramachandrapuram, Hyderabad-502 032 (A.P)

Phone: 040-23182292 / 23184089 / 23182465 e-mail: schakra@bhelhyd.co.in

(STORES DEPARTMENT-CMM)

Ref.No.: HY/CMM/STORES/STEEL/2012-'14

Date : 16.01.2012

ANNEXURE-A

GENERAL TERMS & CONDITIONS

1. The bidder shall execute the said work in accordance with the terms and conditions specified herein and as per the instructions given by concerned officials of the company, from time to time.
2. The rates quoted should be firm during the tenure of the contract.
3. **NOTICE / COMMUNICATION TO TRANSPORTERS:**
The order/notices or any correspondence to the transporter under this contract and any other matter will be sent by e-mail or in writing to the addresses furnished by the transporters and these shall be deemed to have been served on the transporter on the date of delivery of such letters and the transporter shall carryout the orders without any delay.
4. **EMD/SD by the bidder will be forfeited, if :-**
 - (a) EMD by the Tenderer will be forfeited as per Tender Documents if:
 - (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - (ii) The tenderer/bidder does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.
 - (iii) EMD given by all unsuccessful tenderers will be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
 - (iv) EMD shall not carry any interest.
 - (b) The successful tenderer shall be able to start the work immediately on receipt of intimation or award of work as per contract, failing which the EMD paid by the tenderer/bidder stands forfeited.
 - (c) The successful tenderer EMD will be converted into the Security Deposit and for balance of Security Deposit payable, schedule is given under (c).

5. **SECURITY DEPOSIT CLAUSE :-**

Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Upto Rs.10 lakhs	:	10 %
Above Rs.10 lakhs upto Rs.50 lakhs	:	1 lakh + 7.5 % of the amount exceeding Rs.10 lakhs
Above Rs.50 lakhs	:	Rs.4 lakhs + 5 % of the amount exceeding Rs.50 lakhs

- (i) The security Deposit should be collected before start of the work by the contractor.
- (ii) Security Deposit may be furnished in any one of the following forms
- (iii) Cash (as permissible under the Income Tax Act)
- (iv) Pay Order, Demand Draft in favour of BHEL.
- (v) Local cheques of scheduled banks, subject to realization.
- (vi) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.

(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- (vii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- (viii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- (ix) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- (x) The security deposit shall not carry any interest.

6. **SUB-LETTING OF WORK :**

Under no circumstances, the transporter after entering the rate contract would be permitted to arrange transportation of consignments entrusted to him through another transporter/agency i.e Subcontracting of the work either in full or in part is not allowed. However hiring of vehicles and services from other agencies/transporters is permitted.

Violation shall lead to forfeiture of Security Deposit and finally termination of the contract.

7. The transport shall execute all the delivery orders, handedover to him irrespective of the quantities of the delivery orders. Minimum work at any point of time during the tenure of the contract is not guaranteed. The delivery orders are normally valid for 10 days from the date of issue. Collection, Transportation and delivery of materials should be ensured within the time stipulated by M/s. SAIL. In case any particular item against a particular Delivery Order is not available in the Stock Yards, the transporter shall obtain "NON

DELIVERY MEMO" from SAIL Stock Yard, in triplicate duly endorsed by Stock Yards Incharge to the effect the materials are not available before the date of expiry of the Delivery Order. This procedure shall be repeated till the delivery of material by SAIL. A similar procedure is to be followed in case of other suppliers and a feed back on the "**Non availability of Material**" should be given within the stipulated time of the delivery order. Failure to collect such "**Non Delivery Memo**" is to the risk of transporter and the Penalty will be recovered as follows. **For the collection and deliveries which are delayed due to the fault of transporters, penalty shall be imposed @ 1% of freight charges per day. Maximum up to 10% till the date of completion of Delivery, for the material not so collected & delivered from 11th day of issue of delivery order.**

8. The transporter should paint LR No. on each Piece/Bundle of material delivered to Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-502 032.
9. The loaded vehicles reported to Stores Department/Collection Cell on or before 10.30 AM will be unloaded preferably on the same day. Vehicles reported after 10.30 Hrs. may be unloaded on the same day or next working day for which no detention charges will be paid.
10. The material collected from SAIL along with the party's Customs Invoices/Delivery Challans/Test Certificates/Weighment Slip should be handedover to Concerned Official of Collection Cell. For plates & sheets, if Test Certificate is not issued, the transporter shall get the same endorsed on the Delivery Challan that "**Test Certificate not issued**"
11. **BILLING & PAYMENT:-**
Payments shall be made normally within 30 days from the date of submission of Bills in a prescribed format with the clear acknowledgement with seal from consignee. Subject to clear documentation all payments shall be made in the name of transporter by National Electronic Fund Transfer (NEFT).
12. **PRICE VARIATION CLAUSE: -**
The freight rates finalised is subject to increase/decrease at the rate of 0.0003 paise per MT/KM for every 10 paise statutory increase/decrease in diesel price (inclusive Taxes applicable at Hyderabad of Indian Oil Corporation) over the prevailing price on the date of opening the price bid. The increase/decrease will be proportionate when the increase/decrease is less than 10 paise per litre.

The escalation shall be implemented from the date of revision announced by M/s.IOCL, Hyderabad.
13. **The Distance from M/s.SAIL Stock Yard, Nagulapally (Medak Dist.,) to BHEL, Ramachandrapuram, Hyderabad is 20 KMs**
14. Transporter is fully responsible for any damage caused by their representative / staff / vehicle to BHEL property / BHEL direct or indirect employees. Value of damage as assessed by BHEL has to be made good by the transporter, failing which it will be recovered from the transporters.
15. The company will not be in any way responsible for any injury of whatsoever nature, loss of life or any other loss caused to the transporter workmen/damage of tools/vehicle etc during the course of such loading/unloading work. The contractor will have to ensure compliance with the statutory regulations for vehicles.

16. The Trailers used for the transportation of materials shall be weighed at company's premises before and after unloading and weighment slips should be enclosed to vehicle receipts at the time of handing over to the company's (BHEL) Representative. For Trailer loads, on the LRs, "Trailers" Stamp should be got affixed without fail, by our Weigh Bridge Officials.
17. Bharat Heavy Electricals Limited reserves the right either to short close the contract or to terminate the contract entered into with any or all of the transporter(s), without assigning any reason by giving notice of 30 days by registered post acknowledgement due or in person under acknowledgement or through e-mail.
18. BHEL, Hyderabad awards the contract to one or more transporters in the interest of continuity of work for which L1 rate will be counter offer to next technically acceptable tenderer in equal load sharing basis(L2...). However minimum are proportionate distribution of load cannot be guaranteed. BHEL also reserves the right to negotiate L1 rate of Reverse Auction.
19. BHEL may enter into contract simultaneously with any other transporters (who have been qualified in this tender and agree for L1 rates) as may be deemed fit at any time during the contract period in the interests of the work.
20. BHEL reserves the right to increase/decrease the number of transport carriers as deemed fit to ensure continuation of work load.
21. The transporter shall have no right to demand at any time during the currency of this contract any minimum quantity of load for transportation.
22. In case of breach of any of the terms and conditions of the contract, company will have the liberty to forfeit in part or in full and entrust the work to any other transporters at the risk and cost of the transporter and the transporter shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the contract.
23. The bidders should furnish their authorised representatives name, telephone number (both office and Residence) e-mail with full address along with the tender documents.
24. In the event of withdrawing after submission of offers, EMD will be forfeited. During the tenure of the contract if the transporter fails to comply with the conditions of the contract or refuses to take-up transportation, the Bank Guarantee/Security Deposit of such transporters will be forfeited. Any extra expenditure incurred by BHEL will be deducted from the pending bills of the transporter. Further such transporter will be black listed by BHEL, Hyderabad for future contracts.
25. The transporter shall abide by the BHEL security/safety rules and provide/ observe such security / safety requirements as per the Factories Act.
26. **SAFETY & INSURANCE**: The transporter is responsible for safe delivery of plates, structural etc to the destination. However BHEL / SAIL shall arrange insurance for plates, structural etc. But, that will not in any way absolve the transporter from compensating BHEL /SAIL in case of damage / loss.
27. **ARBITRATION**:- All disputes arising in connection with the contract shall be settled by mutual consultation. If no such agreement is reached between the parties, the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to an arbitrator to be appointed by the Head of the Unit, (BHEL). The award of the arbitrator

shall be final and binding on both the Parties. The venue of the Arbitration shall be at BHEL, Hyderabad or at such place as the Arbitrator may direct. The Award to be given by the Arbitrator shall be a speaking award.

28. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Sangareddy, Medak District, Andhra Pradesh only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 27.00

(S.CHAKRAPANI)
MANAGER/STORES (CMM)

I/We agree for all the above Terms and Conditions. Our quoted Vehicle Registration Numbers are.....
.....
..... photo copy of RC Book and other documents are enclosed herewith.

Bidder Signature & Seal :

Name :

Address :

.....

Phone / Cell No :

Fax No. :

e-mail :

Note :- The bidder should affix his signature on all the Pages.



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Ramachandrapuram, Hyderabad-502 032 (A.P)

Phone: 040-23182292 / 23184089 / 23182465 e-mail: schakra@bhelhyd.co.in

(STORES DEPARTMENT-CMM)

Ref.No.: HY/CMM/STORES/STEEL/2012-'14

Date : 16.01.2012

ANNEXURE-B

TECHNO-COMMERCIAL BID

Following to be filled up by the bidder:

1.	Name of the Bidder	
2.	Full Address	
3.	Name of contact person	
4.	Phone No. / Fax No.	
5.	E-mail Id	
6.	Mobile No.	
7.	Xerox copies of VAT/TIN/TAN Certificates if available	
8.	Xerox copy of Service Tax Registration	
9.	Xerox copy of PAN No.	
10.	Validity of the tender – 90 days from techno-commercial bid opening date	
11.	Earnest Money Deposit of Rs.2,00,000/- (Rupees Two Lakhs only) to be arranged in the form of Demand Draft in favour of Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-502 032 drawn on any Nationalized Bank along with quotation.	
12.	Security Deposit Clause – Acceptance (See terms & conditions for details)	
13.	Price quoted shall be inclusive of all taxes and duties as applicable except Service Tax.	

INCOMPLETE OFFER IS LIABLE FOR REJECTION.

PRE-QUALIFICATION REQUIREMENT

<p>(Proofs to be enclosed for verification)</p> <p>All the following conditions are to be satisfied by the bidder. Documentary proof is to be enclosed with techno-commercial bid satisfying all these conditions. In case the bidder fails to enclose the same his offer is liable to be rejected</p>		
<i>S.No.</i>	<i>Requirement</i>	<i>Bidders Response</i>
1.	Average annual financial turnover during the last 3yrs ending 31 st March of the previous financial year should be at least 30% of the estimated cost.	
2.	Experience of having successfully completed similar works during last 7 years ending 1 st of February 2012 shall be either of the following. a) 3 similar works of past not less than Rs. 58 lakhs each. b) 2 similar works of past not less than Rs. 74 lakhs each. c) 1 similar works of past not less than Rs. 118 lakhs each. Definition of similar works: Experience in "Collection & Transportation of steel items" from any SAIL yard.	
3	Minimum two trailers should be owned by the bidder or (on company's name). Copies of RC books to be furnished. Original RC Books shall be verified. The registration of the Trailers should be of modal 2002 or after only	
4	Xerox copy of Income Tax returns submitted for the years 2008-09, 2009-2010 & 2010-2011	
5.	Tender Document Purchase details	

BHARAT HEAVY ELECTRICALS LIMITED

Ramachandrapuram :: Hyderabad-502 032

(Stores Department-CMM/Collection Cell)

Ref.No.: HY/CMM/STORES/STEEL/2012-'14

Date : 16.01.2012

ANNEXURE-“C”**PRICE BID**

SCOPE OF WORK :- Collection and transportation of steel items like Plates, Tor Steel, MS Rounds, Structural like Channels, Angles, Beams etc., from Stock Yards of M/s.SAIL, Nagulapally (Medak Dist.,) to BHEL, Ramachandrapuram, Hyderabad-502 032 through Trailers for a period of TWO years(April 2012-March 2014).

Sl. No.	Category of Vehicles	Approx. Quantity for TWO Years (A)	Rate /MT /KM (B)	Rate for 20 KM I=(B) x 20	Total Rs. (D)=(C) x A
1.	<i>Trailer Loads :-</i> Collection & Transportation of Steel Plates, Structural etc.,	74,000 MT			
Total Amount					Rs.
(In words Rupees _____)					

The rate should be inclusive of all Taxes and Duties as applicable except Service Tax.

- NOTE :- [01] The quantity indicated above is only approximate.
 [02] No minimum quantity of load can be guaranteed.
 [03] All entries in tender documents shall be clearly written in ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidders concerned. The rates shall be quoted only in the **Price Bid**, both in words and figures. **Wherever there is a difference between the words and figures, amounts indicated in words only shall be considered as correct.**

The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (**TECHNO-COMMERCIAL BID AND PRICE BIDS**) before submitting their tenders.

Contractor Signature & Seal :

Name :

Address :

Phone / Cell No :

Fax No. :

e-mail :

REVERSE AUCTION (RA):

BHEL reserves the right to resort to Reverse Auction procedure i.e. online bidding on internet, instead of opening the submitted sealed price bid. In case any bidder refuses to participate in the Reverse Auction process the tender will be rejected. Important RA terms and conditions are given for information. The tender has to be finalized by reverse auction basis after Techno-commercial evaluation of bids is completed by all means adopting the following procedure.

1. For the reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. For conducting “Reverse Auction” method, service of a reputed service provider M/s C1 India Pvt. Ltd. New Delhi will be engaged, who has a rate contract with BHEL.
3. The following shall be informed to the service provider
 - i. Date and time of Reverse auction
 - ii. List of bidders & their addresses etc.
 - iii. Details of item to be Reverse Auctioned (Annexure-I).
 - iv. Business rule for reverse auction (Annexure-II)
 - v. Terms & conditions of Reverse Auction (Annexure-III)
 - vi. Process Compliance Statement (Annexure IV)
 - vii. Post RA Price confirmation(Annexure-V)
 - viii. Contact Information (Annexure VI)
4. The following procedure will be adopted:-
 - a. The opening bid (In the initial auction) of the bidders shall be same as that quoted in their Final Sealed price bid submitted to BHEL. Duration will be 30 minutes.
 - b. Only those vendors, who participate in the Online Initial Sealed Bid, will be eligible to participate in the subsequent Online English Reverse Auction.
 - c. The opening price for the Dynamic Reverse Auction (English reverse, no ties) and the bid decrement amount shall be specified by BHEL before start of bidding through M/s. C1 India Pvt. Ltd., New Delhi which will be visible to all the bidders during the start of the Dynamic Reverse Auction.
 - d. Bidders are required to start dynamic bidding by accepting the opening price or offering a bid decrement or multiples thereof to the Opening Price. If the opening price is already accepted by the other bidder, the bidder will be deemed to have become “L1” at that instant. Other bidders by offering a minimum bid decrement or the multiples thereof can become “L1” once again and this continues. The minimum bid decrement amount shall be specified by BHEL before start of bidding through M/s. C1 India Pvt. Ltd.

- e. Successful bidder shall be required to submit the final prices, quoted during the English Reverse (no ties) in Annexure V Format after the completion of Auction to M/s. C1 India Pvt. Ltd., New Delhi besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
- f. English Reverse (no ties) shall be for a period of 30 minutes (BHEL reserves option to extend RA for further period if necessary). If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 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 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.
- g. At the end of reverse auction event, the lowest bidder value will be known on the network.
- h. Any variations in T&C/ price bid value between on line bid & the sealed document will be considered as sabotaging tender process & will be disqualified in bidding & to conduct business with BHEL.
 - 16. The lowest bidder has to email a scanned copy of the price break-up & confirmation duly signed filled-in prescribed format (as per BHEL's price bid schedule) as provided on case-to-case basis to BHEL through Service Provider within 24 hours of the reverse auction without fail. Discount offered by agency during "Reverse Auction" shall be applicable proportionately on all item rates.
- j. Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor BHEL will be responsible for any lapses /failure on the part of the bidder, in such cases.

ANNEXURE - I

Details of items to be Reverse Auctioned

Description of work: Collection and transportation of steel items like Plates, Tor Steel, MS Rounds, Structurals like Channels, Angles, Beams etc., from M/s.SAIL Stock Yard, Nagulapally (Medak Dist.) to BHEL, Ramachandrapuram, Hyderabad-502 032 through Trailers for a period of TWO years(April 2012-March 2014).

Sl. No.	Category of Vehicles	Approx. Quantity for TWO Years (A)	Rate /MT /KM (B)	Rate for 20 KM I=(B) x 20	Total Rs. (D)=(C) x A
1.	Trailer Loads :- Collection & Transportation of Steel Plates, Structurals etc.,	74,000 MT			
Total Amount					Rs.
(In words Rupees _____)					

The rate should be inclusive of all Taxes and Duties as applicable except Service Tax.

Annexure-II

Business Rules and terms & conditions of reverse auction

CUSTOMER NAME	BHARAT HEAVY ELECTRICALS LIMITED Hyderabad
AUCTION TO BE CONDUCTED BY	C1 INDIA PVT. LTD. D-5, DEFENCE COLONY NEW DELHI- 110024 https://auctions.gate2biz.net
DATE OF AUCTION	To be intimated later
DOCUMENTS ATTACHED	1) Business rule for reverse auction 2) Terms & conditions of reverse auction 3) Process Compliance Statement 4) Post RA Price confirmation 5) Contact Information

For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

Business Rules

BHEL shall finalise the Rates for the supply of items through reverse auction mode. BHEL has made arrangement with M/s C1 India, Delhi, who shall be BHEL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same.

1. Computerized reverse auction shall be conducted by BHEL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In 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 Service Provider. Furnishing the price the bidder wants to bid online with a request to the Service Provider to upload the faxed price on line so that the Service Provider will up load that price on line 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 up loaded 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 at the premises of vendors 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 Service Provider is responsible for such eventualities.

2. M/s C1 India shall arrange to demonstrate/ train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.

3. Procedure of Reverse Auction:

- i. **Sealed bid Reverse Auction:** The opening bid (In the initial auction) of the bidders shall be same as that quoted in their Final Sealed price submitted to BHEL. The bidders shall confirm in writing to BHEL that their opening bid shall be same as that quoted in their final sealed price bid submitted against tender **Ref. No.** HY/CMM/STORES/STEEL/2012-'14 dt. _____. If it is found to be otherwise at a later date, the bidder will be disqualified from the tender.
- ii. English Reverse (no ties) {Dynamic Reverse Auction}: Only those vendors, who participate in the Online Initial Sealed Bid, will be eligible to participate in the subsequent Online English Reverse Auction. BHEL will declare its Opening Price (OP), which shall be visible to all the vendors during the start of the Dynamic Reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of work in the online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own Online Initial Sealed Bid price, you still need to bid in the online reverse auction.
Moreover, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
- iii. The bid decrement amount shall be specified by BHEL before start of bidding.
- iv. After the completion of English Reverse (no ties), the Closing Price (CP) shall be available for further processing.

4. Successful bidder shall be required to submit the final prices, quoted during the English Reverse (no ties) in the Format after the completion of Auction to BHEL, duly signed and stamped as token of acceptance without any new conditions other than those already agreed to before start of auction.
5. English Reverse (no ties) shall be for a period of 30 minutes. If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 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 autoextension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bids during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure etc.
6. During English Reverse (no ties), if no bid is received within the specified time, **BHEL**, at its discretion, may decide to revise Opening price/ scrap the reverse auction process/ proceed with conventional mode of tendering.
7. Bidders will be taken as an offer to execute the work. Bids once made by you, cannot be cancelled/withdrawn and you shall be bound to execute the work as mentioned above at your final bid price. **Should the bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as appropriate.**
8. Bidders shall be assigned a **Unique User Name & Password** by BHEL or M/s C1 India Pvt. Limited. You are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ M/s C1 to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
9. Bidders shall be able to view the following on your screen along with the necessary fields in the English Reverse (no ties) { Reverse Auction} :
 - a. Leading Bid in the Auction (only total price of package)
 - b. Bid Placed by you
 - c. Opening Price.
 - d. Your rank
10. At the end of the Reverse Auction, the lowest bidder value will be known on the network. BHEL will decide upon the winner. BHEL's decision on award of Contract shall be final and binding on all the Bidders.

11. The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the works listed in the tender.

12. The lowest bidder has to email a scanned copy of the price break-up & confirmation duly signed filled-in prescribed format (as per BHEL's price bid schedule Annexure-) as provided on case-to-case basis to BHEL through Service Provider within 24 hours of the reverse auction without fail.

13. BHEL shall be at liberty to call the lowest bidder for negotiations / cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.

14. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

15. Other terms and conditions shall be as per your techno-commercial offers and other Correspondences till date.

16. You are required to submit your acceptance to the terms/ conditions/ modality given above before participating in the reverse auction in the process compliance Form as per Annexure-IV.

Annexure-III

Terms & Conditions of Reverse Auction

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by C1 India. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from C1 India. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, BHEL and / or C 1 India Pvt. Ltd. shall take action as appropriate.

3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work

4. **AUCTION TYPE:** 1) Sealed bid Reverse Auction / Initial Auction.
2) English Reverse No Ties (refer Bidder Manual for details) / Dynamic Reverse Auction.

5. **DURATION OF AUCTION (English reverse):** The duration of Auction will be for 30 Minutes. If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 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 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bids during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IN CASE OF CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU)

6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiples of the minimum Bid decrement. Also, please note that the start price of an item in the online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own Online Initial Sealed Bid price, you still need to bid in the online reverse auction. Moreover, please note that the first online bid that comes in the system

during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.

7. VISIBILITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –No ties Auction:

- Leading Bid in the Auction
- Bid Placed by him
- His own rank
- Start price & Bid decrement value

8. AUCTION WINNER: At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.

9. PROXY BIDS: Proxy bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Proxy feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time after 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 supplier.

- 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 if competing bids are submitted as proxy or standard bids.

10. GENERAL TERMS & CONDITIONS: Bidders are required to read the “Terms and Conditions” section of the auctions site (<https://auctions.gate2biz.net>) using the Login Ids and passwords given to them.

11. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- BHEL's decision on award of Contract shall be final and binding on all the Bidders.
- BHEL along with C1 India can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or C1 India after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- C1 India shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

- C1 India is not responsible for any damages, including damages that result from, but are not limited to negligence. C1 India will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Agreement Form (Annexure-IV) duly signed to C1 India Pvt. Ltd. by (AUCTION DATE). After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).
- After the completion of the Auction event, successful bidder has to submit the Prices in the Annexure-I immediately to C1 India Pvt. Ltd. for further proceedings.

Annexure- IV

Process Compliance Form

(The bidders are required to print this on their company's letter head and sign, stamp before faxing)

To
C1 India Pvt. Ltd.,
D-5, Defence Colony,
New Delhi 110024.

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure I.

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

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

- Sign this document and Fax at 011- 24655186

- Attach a signed copy of the RFQ document along with the Agreement Form & send to C1 India Pvt. Ltd.

Annexure-V

To
C1 India Pvt Ltd
D 5, Defence Colony
New Delhi – 110024

Sub: **Final price quoted during reverse auction and price break up.**

Dear Sir,

We confirm that we have quoted.

1) Rs. _____ (i.e. total cost to BHEL) as per the formula furnished by BHEL.
as our final lump sum prices during the Reverse Auction conducted today.

TOTAL (i.e. cost to BHEL):

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

Annexure-VI

C1 INDIA PVT. LTD.	BHARAT HEAVY ELECTRICALS LIMITED
AKSHAYA RATH C1 INDIA PVT. LTD. D- 5, DEFENCE COLONY NEW DELHI- 110024 INDIA PHONE: +91-11- 24629600 (EXTN. 207) MOBILE: +91- 09350251043 FAX: +91- 11- 24655186 / 24622773 VIJAY KUMAR - 9844111607 E-MAIL: akshaya.rath@clindia.com	BHEL HYDERABAD-32. (CMM-Stores)
MANSI KUMAR C1 INDIA PVT. LTD. D- 5, DEFENCE COLONY NEW DELHI- 110024 INDIA PHONE: +91-11- 24629600 (EXTN. 212) MOBILE:+91-09810006951 FAX: +91- 11- 24655186 / 24622773 E-MAIL: mansi.kumar@clindia.com	