



429-002/A

**BHARAT HEAVY ELECTRICALS LIMITED**

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

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PHONE :2577938  
GRAMS : BHARATELEC  
FAX NO: 2520719  
E-mail: tvenkat@bheltry.co.in  
Web:

Enquiry No	Enquiry Date	Due Date for Quotation
2661600074 - 46	27.02.2016	24.03.2016
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order. <b>Bid should be submitted in two parts. 1.Techno-commercial bid (Part-I) and 2.Price bid(Part-II) in a separate sealed cover and both covers must be placed in a third cover and sealed. Our Enquiry No., Enq. date &amp; Enq. Due date must be written on all three covers.</b>		

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	331003800000 PVC insulated,cores laid up inner sheath of taped PVC, galvanised steel wire armoured,PVC sheathed over all, stranded circular/shaped Aluminium conductor,1.1 KV grade,power cable.Confirming to IS:1554/Part 1/88. Size:4core 16sq.mm. Makes: Asian(RPG/KEC), ACC, CCI, Delton,Gloster, NICCO, Reliance, Radiant,Toshniwal, Universal, Elkay, Havells,Siechem,Govind,V-Guard,RR Cable and KEI are suitable.	M	2500.000	2,500.00	30.04.16
20	331003480000 XLPE insulated, cores laid up inner sheath of taped PVC, galvanised steel strip armoured,PVC sheathed over all, stranded circular/shaped Aluminium conductor,1.1 KV grade, power cable. Conforming to IS 7098/Part - 1/1988. Size:3.5core - 185sq.mm. NOTE:MENTION NUMBER EVERY ONE METER. Makes: Asian(RPG), ACC, CCI, Gloster, NICCO, Reliance, Radiant, Toshniwal, Universal, Elkay, Havells,Siechem Havells,Govind,RR,V Guard and KEI are suitable.	M	2000.000	2,000.00	30.04.16

**General Note:****Important note:**


'Documents submitted with the offer must be signed and stamped in each page by authorized representative of the bidder'

**YOU SHOULD CONFIRM LD CLAUSE, VALIDITY, PAYMENT TERMS AND DELIVERY PERIOD AS PER BHEL COMMERCIAL TERMS AND CONDITIONS. OTHERWISE YOUR OFFER WILL BE REJECTED.**

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**

**D. CHANDRAMOHAN**  
Dy. General Manager  
Purchase (CP & SP) / MM / RM  
BHEL, TIRUCHY - 620 014.

  
MANAGER / PURCHASE  
(FOSSIL BOILERS)  
Yours faithfully,



# BHARAT HEAVY ELECTRICALS LIMITED

( A Government of India Undertaking )  
HIGH PRESSURE BOILER PLANT  
PURCHASE DEPARTMENT - FOSSIL BOILERS  
THIRUCHIRAPALLI - 620014  
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2661600074 / 27.02.2016

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## ENCLOSURES

(i) ANNEXURE - 'A':- COMMERCIAL TERMS AND CONDITIONS MUST BE FILLED AND SUBMITTED ALONG WITH TECHNO COMMERCIAL BID.

(ii) ANNEXURE- 'V': CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD.

All the tenders may be addressed to the following address:

**The Tender Opening Cell / MM  
Room No: 26, Building 24, Ground Floor  
Bharat Heavy Electricals Limited  
TIRUCHIRAPALLI 620014**

In case personal delivery of the offer, it shall be dropped into the respective box kept in Room No: 26, after duly entering the data in the system.

Offers will be accepted only up to 14.00 Hrs on the due date. Therefore, vendors shall ensure to submit the offers well before this time. All due date extension requirements should be addressed to the respective Purchase mail IDs. All the due date extension requests from vendors will be considered only up to 48 hours before the due date and time.

Vendors are requested to avoid submission of offers through e mail / fax. In case of any unavoidable situation, offers shall be sent through e mail to the following mail ID only tender\_cell@bheltry.co.in.

As tenders are being opened by Common Tender Opening Cell, offer covers should be sealed with tenderer's distinctive seal and super scribed with correct Tender No. item of supply and due date of opening.

The offers will be opened at 14.30 hrs on the due date of the 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.

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.


## Enclosures:

"LD clause has to be confirmed without fail."

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

**D. CHANDRAMOHAN**  
Dy. General Manager  
Purchase (CP & SP) / MM / RM  
BHEL, TIRUCHY - 620 014.

  
MANAGER / PURCHASE  
(FOSSIL BOILERS)  
Yours faithfully,

27/3/2016

**BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI**  
**CAPITAL PURCHASE**

Annexure-A

**ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE VENDORS.**

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed herein, BHEL reserves the right to reject such offers)

**CHECK-LIST FOR INDIGENOUS VENDORS**

DESCRIPTION
<p>The Bidders shall submit their offer in <b>TWO INNER ENVELOPES</b> as indicated below which shall be sealed in one outer envelope.</p> <ul style="list-style-type: none"><li>❖ <b>Envelope I:</b> This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "<b>Part I - Technical and commercial bid</b>", indicating Enquiry No., Due Date and Address &amp; Reference of the Bidder.</li><li>❖ <b>Envelope II:</b> This sealed envelope should contain <b>price details</b>. This envelope should be clearly marked "<b>Part II - Price bid</b>", indicating Enquiry No., Due Date and Address &amp; Reference of the Bidder. This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I.</li></ul> <p>All the two envelopes (Part I&amp;II) shall be put in one cover, duly sealed, super scribing as "<b>Part I and Part II of Enquiry No., due date of opening</b>" and the address and reference of the Bidder. The offer received without the above guidelines, will not be considered for opening.</p> <p>The above offer should reach this office on or before the due date by 14.00 Hrs (IST). Late offers will not be considered.</p> <p>Tender should not be addressed to any Individual's name but only by designation to:</p> <ol style="list-style-type: none"><li>1) Please submit your offer on F.O.R - BHEL, Trichy (Tamilnadu) basis and in two part (part-i: techno-commercial bid and part-ii: price bid) in a separate covers and both covers to be placed in an envelope which is super scribed with enquiry no, enquiry date and due date of tender opening.</li><li>2) If the offer is submitted in single part and the same will be liable for rejection.</li><li>3) All the Tenders may be addressed to the following address to  <b>The Tender Opening Cell/MM Room No-26, Building – 24, Ground Floor Bharat Heavy Electrical Limited Tiruchirappalli- 620014., TAMILNADU, INDIA</b></li><li>4) In case personal delivery of the offer, it shall be dropped into the respective box after duly entering the data in the system kept in room no. 26.</li><li>5) Offers will be accepted received till 14.00 hrs on the due date. Therefore Vendors shall ensure to submit the offers before this time.</li><li>6) Vendors are requested to avoid submission of offers thro email / fax. In case of any unavoidable situation, offers shall be sent thro email to the following mail ID only  "<b>tender_cell@bheltry.co.in</b>"</li></ol> <p>Tenders should be free from <b>CORRECTIONS AND ERASURES</b>. Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. In case of any difference between amount quoted in words and figures, amount quoted in words shall prevail.</p> <p>Offers should be in <b>ENGLISH</b> and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in <b>ENGLISH</b> or otherwise, the offers will not be considered.</p>



D. CHANDRAMOHAN  
Dy. General Manager  
Purchase (CP & SP) / MM / RM  
BHEL, TIRUCHY - 620 014.

**OPENING OF TENDERS**

The Part I- Technical & commercial bid would be opened on the Tender opening date.

Part-II, Price bid of technically suitable Bidders alone would be opened after complete evaluation of Part-I. Hence the Bidders are required to submit their best competitive price in the price bid in a sealed cover (Part-II). In case of necessity BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in this Annexure- I (Point no.16). Date and time of Price Bid (Part-II) opening / RA conducting date shall be intimated to the technically and commercially acceptable bidders only. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - Price Bid/ RA

**TAXES AND DUTIES :**

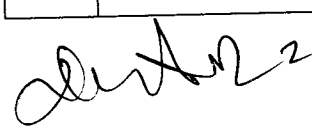
All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Service Tax Reg No (STC)- AAACB4146PST006. Assessment circle Tiruverambur.

**Cenvat credit & VAT credit** (for Indian Bidders only): If any Excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the tenderer is availing **CENVAT** credit for his input materials, the effect of Proforma credit should be passed on to the purchaser

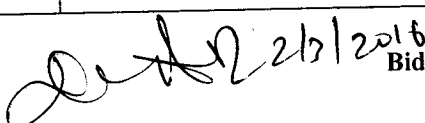
**Income Tax applicable**

Any service charges payable towards supervision of E&C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. Applicable service tax on E&C charges will be payable extra. The liability of depositing the same to the Govt. will be of the supplier

Sl. No.	BHEL Commercial Terms and Conditions for Indigenous Supplies	Vendor's Confirmation / Comments
1	<b><u>Bid should be submitted in Two Parts.</u></b> 1. Techno-commercial Bid (Part-I) and 2. Price Bid (Part-II) in a separate sealed cover and both the covers must be placed in a Third Cover and Sealed. Our Enquiry No., Enq. Date & Enq. Due date must be written on all Three covers	
2	<b><u>ARBITRATION:</u></b> All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Contractor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and it's subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirappalli as per the Guidelines of the Govt. of India.  However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Contractor shall continue to do the work as per terms & conditions of Contract.	
3	If offer is received from both OEM/Manufacturer and authorized dealers or Agent, then OEM/Manufacturer offer will only be considered and dealers or Agent offer will be ignored.	
4	Technical confirmation to BHEL's Specification shall be furnished. If needed additional sheets shall be used.	

 **R. CHANDRAMOHAN**  
Dy. General Manager  
Purchase (CP & SP) / MM / SM  
BHEL, TIRUCHIRAPPALLI - 620 014.  
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Signature

5	Prices shall be quoted item wise only.
6	Delivery INCO TERMS- Price quoted -FOR BHEL TRICHY, STORES or ex-WORKS Basis or, FOR WORKS (DESPATCHING STATION) In case of EX works / FOR WORKS basis, indicate the Despatching station.  Prices shall be quoted on "FIRM PRICE" basis only.
7	Validity of offer shall be for a minimum period of <b>120 days</b> from the date of Tender opening
8	Delivery period from the date of Letter of Intent / Purchase order (write in <b>DAYS/WEEKS</b> )
9	<b>Liquidated damages (LD):</b> The delivery of the goods specified in the purchase order should be made within the time prescribed. LD for delay in 'Supply' and/or 'I&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'I &C'. Where the seller supplies or dispatches the goods, beyond the delivery period Liquidated damages shall be applicable 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.  The rate of LD for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + I &C) in I &C subject to a maximum of 10% of total PO value (Supply + I&C).  For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.  Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).
10	<b>Risk Purchase:</b>  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 dispatch within the time stipulated as aforesaid or if the same were not available from the best and the nearest available substitute. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.
11	<b>Payment term for supply portion:</b>  Payment term is <b>100% direct payment after 45 days</b> from the date of receipt and acceptance of materials. Note: Only Direct Payment after goods receipt & acceptance will be accepted .Above payment term acceptance is essential for consideration of your offer  <b>Any deviation in the above payment term will attract loading as mentioned below.</b> <b>"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.</b>  Payment through Bank is not preferred. 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 Stores with Consignee copy attached. In this case Loading will be 3% on the offered value. Offers of indigenous Suppliers with payment terms as <u>LC/Advance Payment are liable for rejection.</u>  <b>Important Note:</b> BHEL will consider the ranking after the loading is applied as referred vide Sl. No. 9& 11 above wherever deviations are observed.
12	The equipment shall be guaranteed as per tender condition from the date of receipt & acceptance./((commissioning date ,if applicable as per tender condition). Normally No deviation permitted and the <u>deviated offers are liable for rejection.</u>


  
**D. CHANDRAMOHAN**  
 Dy. General Manager  
 Bidding Seat & Signature  
 BHEL, TIRUCHY - 620 014.

13	Equipment will be inspected at vendor's works prior to dispatch if applicable. However final inspection and acceptance of equipment will be after installation at BHEL, Trichy, Tamilnadu.	
14	The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost.	
15	Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, Trichy, Tamilnadu basis.	
16	<p><b><u>Reverse Auction (RA):</u></b></p> <p>BHEL reserves the right to conduct on-line internet Reverse Auction ie. ONLINE BIDDING (THROUGH A SERVICE PROVIDER) for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA are shown below Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry.</p> <ol style="list-style-type: none"> <li>1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.</li> <li>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.</li> <li>3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact &amp; get trained.</li> <li>4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.</li> <li>5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.</li> <li>6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing &amp; forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms &amp; conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction</li> <li>7. Reverse auction will be conducted on scheduled date &amp; time.</li> <li>8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.</li> <li>9. The lowest bidder has to Fax/e-mail 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.</li> <li>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.</li> <li>11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price Bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.</li> <li>12. BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction</li> <li>13. <u>BHEL reserves the right not to consider offers from vendors not complying with the RA process for finalization of the enquiry.</u></li> <li>14. 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, shall be initiated by BHEL and the results of the RA scrapped/ aborted.</li> </ol> <p>In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.</p>	
17	<p><b><u>MSME</u></b></p> <p>The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government,</p> <p>20% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>"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 -V 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</p>	

*[Handwritten Signature]* 21/3/2016

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. Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "

**KINDLY FILL THE FOLLOWING BOX:**

MSME Type (Please Tick the type of MSME) or Non-MSME	Micro / Small / Medium / Non-MSME
MSME Certificate no/Date (Details must be given) for MSME vendor. Certificate needs to be attached	
Whether SC/ST (please tick the relevant category) ( Community Certificate issued by competent authority shall be attached)	
If the Firm is SC/ST category, whether Proprietary or Partnership	Proprietary / Partnership
If partnership firm, % share held (Value must be entered)	

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- Point to point confirmation for the Technical Specification enclosed to be provided. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specifications will be liable for rejection. If needed additional sheets shall be used.
- Equipment offered shall be "New". Re-built / Re-conditioned / Used equipment's will not be accepted. Incomplete offers will not be considered for further processing Fixed price:
- BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.
- BHEL shall be at liberty to reject or accept any tender, part or in full at their own discretion and any such action is not liable for any question or claim against BHEL.
- All Equipment's / Services including concerned personnel for carrying out the erection and commissioning of the equipment shall be arranged by the vendor. If any Services are availed from BHEL, it is only on chargeable basis unless otherwise specified.
- The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost
- The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

*[Handwritten Signature]* 21/3/2016

<b><u>OTHER DETAILS REQUIRED</u></b>		
19	% of Excise Duty with cess	
20	% of TAX (VAT) (TNGST with FORM-17)	
21	% of TAX (VAT) without form	
22	% of TAX (CST) (CST with C-FORM)	
23	% of TAX (CST) without form	
24	Packing & Forwarding Charges ( in % only)	
25	Freight& transit insurance charges, if any(( in % only) Freight charges from Dispatching station to BHEL, Tiruchirapalli (Note: If the delivery terms is Ex Works the materials has to be sent through BHEL approved carrier only ,in this case the freight will be borne by BHEL)	
26	Approximate Net weight of the total consignment	
27	Approximate Gross weight of the total consignment	
28	Approximate Dimensions of the Consignment	
29	Name of the contact person	
30	Land Line Number	
31	Fax Number	
32	Mobile Number	
33	E-mail ID	
34	PAN No.	
35	CST No.	TIN No.

- a) It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.
- b) Applicable % of ED, Sales Tax -CST or VAT, Service Tax), Freight, Insurance and Installation and Commissioning Charges etc., are indicated in offer.
- c)

Full postal Address:

Signature & Office Seal of the vendor

**Note:-**

Your specific acceptances to our Payment terms, LD & Risk Purchase (RP) Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.  
No row shall be left blank. Please indicate NA, in case the item is "not applicable"

*[Handwritten Signature]* 22/3/2016

**MODEL PRICE BID FORMAT FOR INDIAN BIDDERS**

Enquiry No. & Date:  
Bidder's Offer No. & Date:

Sl No	Description of item	Unit (SET /No)	QTY	Rate /Qty in Rs. (excluding of all taxes)	VAT/CST in % (TNGST with FORM-17 or CST with C-FORM)	ED in %	Service Tax in %	Total Value in Rs. (inclusive of all taxes)
	Packing & Forwarding charges (if any) in percentage (or) Lumpsum							
	FOR Dispatching station value in Rs.							
	Percentage of Freight & transit insurance charges, if any (Lumpsum or %) Freight & Insurance charges from Dispatching station to BHEL, Tiruchirappalli (Note: If the delivery terms is Ex Works the materials has to be sent through BHEL approved carrier only, in this case the freight & Insurance will be borne by BHEL)							
	Approximate Net weight of the total consignment							
	Approximate Gross weight of the total consignment							
	Approximate Dimensions of the Consignment							

Signature & Seal of Vendor

The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is "not applicable"

*[Handwritten Signature]* 2/13/2016

**Terms & Conditions of Reverse Auction**

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. 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.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, 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 bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

 2/3/2016

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. 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*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

 2/13/2016

**D. CHANDRAMOHAN**  
Dy. General Manager  
Purchase (CP & SP) / MM / RM  
BHEL, TIRUCHY - 620 014.

## Annexure-V

### 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 for .....Micro / 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