



Bharat Heavy Electricals Limited
Transmission Business Group,
Tower - A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK,
PLOT No-7, Sector-142, EXPRESSWAY NOIDA,
NOIDA - 201305,
DISTT- GAUTAM BUDH NAGAR (U.P.)

SUBJECT- Corrigendum-1 TO NIT No. 15657

DATE 27.12.2013

- | | | | |
|----|--------------------|---|---|
| 1. | Project | : | TANTRANSCO Thappagundu & Anikadavu |
| 2. | Equipment / Item | : | PLCC |
| 3. | Enquiry No. / Date | : | 143G018 Dtd. 25.11.2013, Due on: 27.12.2013 |

With reference to the above tenders, kindly note that Due date of tender submission date has been extended from **27.12.2013 to 01.01.2014** upto 2.00 PM.

Opening of the tender shall be at 2:30 PM on same day.

All other terms and conditions of tender shall remain same. Kindly ensure to submit your offer by due date.

Sr. Manager (TBMM)

REV 01 to Annexure to GTC is being issued to incorporate revised Reverse Auction Guidelines. Pls refer Note No. 7 of pg 2 of 2 for details. This Annexure supersedes the earlier Annexure to GTC and offers shall be evaluated on the basis of the same. Manufacturer/ Supplier to give acceptance to this Annexure, i.e. Rev 01 to GTC dtd. 17.12.13.

Mentioned clauses of General Terms and Conditions are to be read as follows:

Clause 1:

2. Bid submission time: upto 02:00 PM of the due date of opening
3. Bid opening time: 02:30 PM on the same day.

Clause 2: PRICES

A.1.: Applicable

A.2.: Not applicable

B.2.: Not Applicable.

B.1. Applicable

Tax/Duties: ED & CST are payable to vendor and VAT paid to vendor shall be cost to BHEL, therefore there shall be no VAT credit benefit during evaluation.

B.3. Not applicable

Clause 3: TERMS OF PAYMENT

Terms for BOP is not applicable.

Terms for BOI is applicable.

Documents for payment:

1. Invoice, 2. Proof of material receipt (Receipted LR), 3. Guarantee Certificate, 4. Insurance certificate, 5. Packing list, 6. Delivery Challan, 7. BHEL MICC, 8. Performance BG copy.

Clause 6: PERFORMANCE BG:

In case the Ex-works value exceeds INR 2 Crores, the Option-A: Rolling BG shall not be applicable.

Clause 16: ARBITRATION

The arbitration shall be under 'The Arbitration and Conciliation act 1996'.

SPECIAL INSTRUCTIONS:

- Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.
- Price bid to be opened only after vendor approval from end customer.
- Please refer clause no. 5 of section-1 technical specification for pre-qualification requirement.
- Enquiry is being clubbed for both the projects i.e. Thappagundu & Anikadavu, however separate PO shall be placed for the projects.

Note:

1. Supplier has to specifically indicate/ tick mark their preference for Performance Bank Guarantee out of the two options (B or C) mentioned in clause no. 6 of the General terms and conditions (BHEL/TBG/GTC/02-07).
2. Proposed delivery plan is 15-June-2014; however vendor has to quote their best delivery plan in activity schedule.
3. "MSE suppliers can avail the intended 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 acknowledgement in EM II) or valid NSIC certificate or EMI certificate along with CA certificate (Format enclosed as per Annexure – 1) 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 supplier till the supplier submits these documents".

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

- Valid NSIC Certificate or
- Entrepreneurs Memorandum part II (EM II) certificate (with deemed validity of 2 years) or
- EM II certificate with CA certificate (as per prescribed format at annexure 1) applicable for the year, certifying that investment in Plant & machinery of the supplier is within the permissible limits as per the MSME Act for relevant status (Micro or Small), where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be reviewed for giving the intended benefits for MSE Suppliers as per clause (ii) at the time of tender evaluation.

4. 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.

All remaining terms which are not mentioned here shall remain unchanged.

REV 01 to Annexure to GTC is being issued to incorporate revised Reverse Auction Guidelines. Pls refer Note No. 4 of pg 2 of 3 for details. This Annexure supersedes the earlier Annexure to GTC and offers shall be evaluated on the basis of the same. Manufacturer/ Supplier to give acceptance to this Annexure, i.e. Rev 01 to GTC dtd. 17.12.2013.

Mentioned clauses of General Terms and Conditions are to be read as follows:

Clause 1:

2. Bid submission time: up to 02:00 PM of the due date of opening
3. Bid opening time: 02:30 PM on the same day.

Clause 2: PRICES

A.2. Not applicable (Prices shall be firm as per Sl. No. A.1)

B.1. Applicable

B.2. Not Applicable

B.3. Not Applicable

Clause 3: TERMS OF PAYMENT

LR to be read as Bill of Lading/AWB.

Terms for BOP is not applicable

Clause 6: PERFORMANCE BANK GUARANTEE

In case the Ex-works value exceeds INR 2 Crores, the Option-A: Rolling BG shall not be applicable.

Clause 15: DEVIATION

The bids having deviation(s) w.r.t tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.

Clause 16: ARBITRATION

The arbitration shall be under 'The Arbitration and Conciliation act 1996'.

Note:

- Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.
- Price bid to be opened only after vendor approval from end customer.
- Please refer clause no. 5 of section-1 of technical specification for pre-qualification requirement.
- Enquiry is being clubbed for both the projects i.e. Thappagundu & Anikadavu, however separate PO shall be placed for the projects.

All remaining terms which are not mentioned here shall remain unchanged.

Annexure to GTC (BHEL/TBG/GTC/02-07) Rev-01 (for foreign vendor)

Enquiry No. 143G018 dtd. 25.11.2013

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Note :-

- 1- Supplier has to specifically indicate / tick mark their preference for PBG out of the two options (B or C) mentioned in clause no. 6 of General Terms and Conditions (BHEL/TBG/GTC/02-07) i.e. Performance Bank Guarantee.
- 2- Proposed delivery plan is 15-June-2014; however vendor has to quote their best delivery plan in activity schedule.
- 3- 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.
- 4- Price Break up should consist of the following breakup :-
 - a- FOB port of Loading.
 - b- Marine Freight from load port to discharge port i.e. any Indian port.
 - c- Marine Insurance from load port to discharge port i.e. any Indian port.

Marine Freight and Insurance to be quoted separately.

BHEL may arrange Marine Shipment or exercise option for shipment by vendor at quoted F&I rates.

Freight & Insurance from discharge port to site – BHEL’s scope. Rates will be based on BHEL’s applicable rate contract for arriving at landed cost to BHEL. However vendor may also quote for the same.

Freight and Insurance to be quoted separately.

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 (annexure IV) 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.

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, (Annexure VII) 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(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.