



ISO 9001-2000, ISO 14001 and
OHSAS 18001 certified company

Sub-Contract and Purchase
Deptt.

Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector – Northern Region,

Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar

NOIDA – 2 01301 (INDIA)

Phone: 91-120-2416500/2416262 Fax 91-120-2416528

Email: cs@bhelsnr.co.in/ susmitabasu@bhelsnr.co.in

TENDER ENQUIRY

DATE: 09.12.2013

TENDER NOTICE

BHEL Power Sector, Northern Region invites sealed quotation in two part bid for :

Enquiry No.	DESCRIPTION	QUANTITY IN MT	DELIVERY SCHEDULE	DUE DATE & TIME
BHEL/PSNR/SCP/CS/ E-2510	STAINLESS STEEL COIL OF 3.15 MM THICK & 1250 MM WIDTH CONFORMING TO ASTM A240 TYPE 304 WITH MILL FINISH 2B COLD ROLLED, ANNEALED AND DESCALED (PICKLED) AND SKIN PASSED IN COILS OF 6-7 MT for LALITPUR Site, Distt. Lalitpur, U.P	149 MT	Within EIGHT (08) weeks from the date of PO	02.01.2014 by 1530 Hrs.

Notes: For detailed tender enquiry, please visit BHEL web site www.bhel.com

SR. ENGINEER/PURCHASE



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TENDER ENQUIRY NO: BHEL/PSNR/SCP/CS/E-2510

DATE: 09.12.2013

TENDER ENQUIRY

DUE DATE & TIME: 02.01.2014 by 1530 Hrs.

BHEL Power Sector, Northern Region invites sealed quotation from **Manufacturers only** in **two part bid system** for the following item required at **BHEL – Lalitpur Site, Distt. Lalitpur, U.P.** as follow:

Enquiry No.	DESCRIPTION	QUANTITY IN MT	DELIVERY SCHEDULE
BHEL/PSNR/SCP/ CS/ E-2510	STAINLESS STEEL COIL OF 3.15 MM THICK & 1250 MM WIDTH CONFORMING TO ASTM A240 TYPE 304 WITH MILL FINISH 2B COLD ROLLED, ANNEALED AND DESCALED (PICKLED) AND SKIN PASSED IN COILS OF 6-7 MT.	149 MT	Within <u>EIGHT (08)</u> weeks from the date of PO

DESTINATION FOR SUPPLY IS AS FOLLOWS:

Construction Manager, BHEL Site Office, Lalitpur Super Thermal Power Project, Village Mirchwarra, P.O. Buragaon, Tehsil Mahroni, Distt. Lalitpur (U.P.)

QUALIFYING REQUIREMENTS:-

Offer from manufacturers only will be considered. Supplier should furnish the necessary supporting documents as under along with the technical bid:

1. Audited Balance sheet and Profit & Loss account of FY 2011-12, 2012-13.
2. Company brochure indicating manufacturing of SS Coil of 3.15 mm thickness.
3. Bidders technically and commercially acceptable are subject to the final approval from BHEL'S Customer (M/s LPGCL , Lalitpur) and/ or it's Consultant M/s Tata Consulting Engineers (TCe).

NOTES:-

The Tender Document comprise of following;

- a. ANNEXURE- 1 (TECHNICAL SPECIFICATIONS)
- b. ANNEXURE-2 (IMPORTATNT NOTES)
- c. ANNEXURE-3 (SPECIAL TERMS & CONDITIONS)
- d. ANNEXURE-4 (GENERAL TERMS & CONDITIONS)
- e. ANNEXURE-5 (UNPRICE FORMAT)
- f. ANNEXURE – 6 (PRICE SCHEDULE)
- g. ANNEXURE – 7 (CERTIFICATE FOR NO DEVIATION)
- h. ANNEXURE – 8 (REVERSE AUCTION FORMAT AND TERMS & CONDITIONS)

ANNEXURE-"1"

TECHNICAL SPECIFICATIONS

- "STAINLESS STEEL COIL OF **3.15 MM THICK & 1250 MM WIDTH** CONFORMING TO ASTM A240 TYPE 304 WITH MILL FINISH 2B COLD ROLLED, ANNEALED AND DESCALED (PICKLED) AND SKIN PASSED IN COILS OF 6-7 MT."
- **QTY REQUIRED: 149 MT** . Positive tolerance not accepted.

Note: The material being offered should be strictly as per the relevant codes.

ANNEXURE-"2"

IMPORTANT NOTES

1. Bidders not offering the material as per specification described in Annexure – 1 shall not be considered.
2. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in the web page (www.bhel.com) and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
3. BHEL reserves the right to split, accepts or rejects any or all tenders without assigning any reason what so ever.
4. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
5. Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for supply, of **"STAINLESS STEEL COIL FOR BHEL - LALITPUR SITE"** as per detailed specifications in Annexure-1, so as to reach us before the date of opening. The tenders (Part I only) will be opened at **15.30 PM (IST) on 02.01.2014**.

Note: In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.

6. Tender should not be addressed to any Individual's name but only by designation to:

**SR. ENGINEER/ PURCHASE
BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR-NORTHERN REGION,
HRDI & ESI COMPLEX, PLOT NO.25, SECTOR 16 A,
NOIDA –201301 (INDIA)**

7. TENDERS TO BE SUBMITTED IN TWO PARTS:

Part:I: Techno-commercial bid containing technical details along with commercial offer containing the following;

- (i) Covering letter/Offer forwarding letter of Tenderer.
- (ii) Supporting documents against Qualifying Requirements (QR) and vendor confirmation regarding technical specification.
- (iii) Duly filled-in 'No Deviation Certificate' as per Annexure -7.

Note:

- a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.
- b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. In case of unacceptable deviations, BHEL reserves the right to reject the tender

- (iv) Acceptance to commercial terms and conditions by submitting duly signed and stamped all pages of Tender document as a proof of acceptance.
- (v) All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.
- (vi) Bidders shall submit their offer in INR only, the same to be indicated in their offer (Part-I).
- (vii) Commercial: This part shall include / indicate the following:
 - (a) **Station of dispatch**
 - (b) **Taxes & duties applicable.**
 - (c) **Delivery Schedule**
- (viii) Copy of "Un-Priced Format as per Annexure - 5" i.e., without the price details to be enclosed with clearly mentioning that whether **QUOTED or NOT APPLICABLE**. (No hidden charges shall be accepted).
- (ix) Any other details preferred by bidder with proper indexing.

PART: II: PRICE BID AS PER ANNEXURE – 6, DULY FILLED, SIGNED AND STAMPED. IT SHOULD INCLUDE FOLLOWING:

- (i) Offered price (as per Price Schedule format enclosed).
- (ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote only in Indian Currency for the rates as per rate schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected. No cutting / erasing /overwriting shall be done in the price bid.

Note: Bidder may ensure to sign each page of the tender document / their offer while submitting techno - commercial offer/ price-bid.

8. Following should be super scribed on the envelopes of the two parts of the Bid.

Part I: Techno-Commercial Bid:-

Tender for: _____
Tender No. _____ Due on: _____

Part II: PRICE BID:

Tender for: _____
Tender No. _____

9. BOTH PART-I & PART-II SHOULD BE INDIVIDUALLY SEALED & SUPERSCRIBED AS INDICATED ABOVE & SHALL BE ENCLOSED IN ONE MAIN ENVELOPE DULY SEALED & SUPERSRIBED AS:

Tender for: _____
Tender No. _____ Due on: _____

Containing Part I and Part II of the offer

The tenders should be sent sufficiently in advance so as to reach before the due date and time. BHEL shall not be responsible in case of delay in receipt of tenders.

10. LANGUAGE & CORRECTIONS

- a) The Tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
- b) All entries in the tender shall either be typed or written legibly in ink. Erasurement and over-writings are not permitted and may render such tenders liable for rejection.

- c) Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
- d) All cancellations and insertions shall be duly attested by the tenderer.
- e) All columns for price format shall be filled. If not applicable, please write "NA"

11. TENDER EVALUATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

12. PRICE DISCREPANCY

- a) Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit prices, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.
 - a. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
 - b. If there is a discrepancy between words and figures, the amount in words shall prevail.
- b) In case of any other discrepancy, the decision of the purchaser will be final.


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ANNEXURE-“3”**SPECIAL TERMS AND CONDITION**

1. Unloading of material at site shall be in BHEL's scope.
2. Price in INR should be quoted for **F.O.R destination delivery at BHEL site offices, Lalitpur (U.P.)**.
3. **EVALUATION CRITERIA**: On total cost to BHEL for whole lot.
4. **TAXES AND DUTIES**:

Price quoted should be inclusive of all the applicable charges, Taxes and Duties. However rates of Entry Tax, Sales Tax, Excise Duty & other statutory levies should be indicated separately. Variation in Excise Duty, Sale Tax/ Vat or any other statutory levies during contractual delivery period shall be to BHEL's account. BHEL shall issue:

- a. **BHEL SHALL ISSUE 'C' FORM AGAINST SUBMISSION OF E1/E2 FORMS BY SUPPLIER** FOR SUPPLY OF MATERIALS FROM OUTSIDE U.P.
 - b. **ROAD PERMITS (FORM-38) SHALL BE ISSUED** FOR EXEMPTION OF ENTRY TAX ON GOODS.
 - c. FOR THE SUPPLIERS WHO ARE OFFERING THE MATERIAL FROM U.P. SHOULD INDICATED THE ENTRY TAX AMOUNT SEPARATELY AND SAME SHALL BE REIMBURSED ON ACTUALS. HOWEVER, BIDDERS TO QUOTE THESE CHARGES CLEARLY WHILE SUBMITTING THEIR OFFER, BOTH IN TECHNICAL AND ALSO IN PRICE BID.
5. Excise duty actually incurred by seller/contractor on self-manufactured items against the dispatch made from his factory/works constituting a sale under the order, alone shall be reimbursed at actuals against requisite documentary evidence. The invoice cum excise duty gate pass (excise invoice) should contain the name of ultimate consignee as specified in the order. No excise duty shall be payable by purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than seller/contractor's factory or works.
 6. Quoted rates shall remain firm except for variation in Duties / Taxes as mentioned at serial no. 4 above.

INSPECTION AND TESTING:

7. BHEL or its authorized agency may inspect the material at supplier's premises before dispatch. However final inspection will be at site. Copies of Test Certificates to be sent prior to the dispatch of material for Material Dispatch Clearance Certificate (MDCC) purpose.
8. **Delivery**: The delivery of material required within **EIGHT WEEKS** from date of P.O. to the date of dispatch. LR/ GR/ RR date for indigenous supplies shall be treated as the date of dispatch for levying LD. **“Bidders are requested to quote delivery period according to their production capacity. “ In case delivery period quoted by the bidder is not in line with tender requirement , then BHEL may reject their offer.**

Note: Bidders are requested to arrange the transporters and dispatch the goods on our behalf on freight () pre-paid basis. Goods to reach at destination within reasonable time say 10 days.

9. **INSURANCE**: Transit Insurance from vendor works to BHEL site will be in BHEL scope

10. **VALIDITY OF OFFER:** Offers should be valid for a **period of 60 days from the** date of Techno-Commercial bid (Part-I) opening.
11. **Payment Terms:** Tenderer shall adhere to the following payment terms:-
- 100% of payment + 100% taxes, duties, freight, packing & forwarding and freight within 30 days of receipt of material at destination.
- The set of dispatch documents for 100% payment shall be as follows:-
- 1) Original tax Invoices
 - 2) Copy of LR
 - 3) Copy of Manufacturing Test Certificate
 - 4) Copy of MDCC issued by BHEL (if any)
 - 5) Site Certificate regarding receipt of road permits issued earlier
- NOTES:-**
- (i) Tenderers are required to specifically confirm acceptance of these payment terms in their techno-commercial offer.
- (ii) No advance shall be paid.
12. **PAYING AUTHORITY:**
Manager /FINANACE, BHEL - PSNR, NOIDA
13. No enhancement of Price, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order.
14. **QUANTITY VARIATION:** Positive tolerance not accepted. Material to be supplied strictly within the ordered qty.
15. If any bidder belongs to MSME including SC/ST owned industry please clearly mention in your bid and provide supporting documents.
16. **REVERSE AUCTION:**
- 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. **For details please refer to Annexure – 8.**
17. In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the latter shall prevail.

SR. ENGINEER/PURCHASE

GENERAL TERMS & CONDITIONS

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent INTERNATIONAL standard specification as per technical specifications of tender.
3. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.
4. Please note that our terms of payment are as per clause 13 of "SPECIAL TERMS AND CONDITIONS".
All payments shall be done through Electronic Funds Transfer supplier shall submit bank details with bill invoices .In case of payment through, Bank all incidental charges will be to the Beneficiary's account.
5. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
6. No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and purchase at the risk and cost of supplier.
7. The quantities of each item to be purchased may vary according to actual requirement at the time of placement of order.
8. Where Sales Tax is payable extra, it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax Registration No. in the offer.
9. **Liquidated Damages:** The LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.
In case of any amendment/revision, the LD shall be linked to the amended/revised PO value.
10. **Risk Purchase:** - Alternatively, the purchaser at his option, will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole or any part of the goods which the supplier fails to deliver or dispatch within the time stipulated as aforesaid, or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss, which the purchaser may sustain by reason of such risk purchase in addition to L.D. at the rate mentioned in clause 9 above.
11. **Inspection:** All goods and work are subject to our inspection either at manufacture's works or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment.
12. **Insurance:** - Transit Insurance will be in BHEL scope. Details will be intimated alongwith Purchase order. Supplier must furnish particulars of dispatch i.e. station of dispatch and destination, name of the goods, number of cases and their weights, value of the goods including

all taxes, duties, levies and freight etc. for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.

Note: However, the supplier shall still remain responsible for defective parts or short supply and defective packing.

13. **Metric System**: - Suppliers are requested to give metric measurements while quoting.
14. **Arbitration** : All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 the place of Arbitration shall be New Delhi (India).
15. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

Sr. ENGINEER/PURCHASE

ANNEXURE-“5”**UNPRICE FORMAT (TO BE SUBMITTED WITH TECHNICAL BID)**

SL.NO.	DESCRIPTION	REMARKS
1.	STAINLESS STEEL COIL OF 3.15 MM THICK & 1250 MM WIDTH CONFORMING TO ASTM A240 TYPE 304 WITH MILL FINISH 2B COLD ROLLED, ANNEALED AND DESCALED (PICKLED) AND SKIN PASSED IN COILS OF 6-7 MT (TOTAL QTY. = 149 MT)	QUOTED IN PRICE BID
2.	PACKING AND FORWARDING CHARGES	QUOTED IN PRICE BID
3.	EXCISE DUTY & CESS	QUOTED IN PRICE BID RATE OF DUTY.....
4.	ST/VAT WITH “C” FORM	QUOTED IN PRICE BID RATE OF TAX.....
5.	TRANSPORTATION / FREIGHT CHARGES FROM MANUFACTURER WORK PLACE TO BHEL OFFICE, LALITPUR SUPER THERMAL POWER PROJECT, VILLAGE MIRCHWARA, P.O. BURAGAON, TEHSIL MAHRONI, DISTT. LALITPUR (U.P).	QUOTED IN PRICE BID
6.	ANY OTHER TAXES, DUTIES, LEVIES NOT SPECIFIED ABOVE, BUT INCLUDED. (PLEASE SPECIFY THE TYPE OF TAXES, DUTIES ETC.)	QUOTED IN PRICE BID
7.	TOTAL ORDER VALUE ON F.O.R SITE BASIS	QUOTED IN PRICE BID
8.	PAYMENT TERMS AS PER NIT	AGREED
9.	DELIVERY PERIOD AS PER NIT	AGREED
10.	VALIDITY OF OFFER AS PER NIT	AGREED
11.	MFG. TEST CERTIFICATE AS PER NIT	AGREED
12.	ANY OTHER INFORMATION	

NOTES:

- Tenders will be evaluated based on the prices quoted up to F.O.R Sites basis.** Bidders are requested to quote for each and every item from 1 to 7 as indicated above. Please indicate NIL against items not applicable.
- Incomplete offer received may not be considered.
- The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
- In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.
- Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight pre-paid basis. Goods to reach at destination within reasonable time say 10 days.

(Signatures of the Bidder with Name, Designation & Company’s Seal)

ANNEXURE-"6"**PRICE SCHEDULE (TO BE SUBMITTED WITH PRICE BID)**

Sl. No.	DESCRIPTION	QUANTITY IN MT	UNIT RATE PER MT (Rs.)	AMOUNT (Rs.)
1.	STAINLESS STEEL COIL OF 3.15 MM THICK & 1250 MM WIDTH CONFORMING TO ASTM A240 TYPE 304 WITH MILL FINISH 2B COLD ROLLED, ANNEALED AND DESCALED (PICKLED) AND SKIN PASSED IN COILS OF 6-7 MT	149		
2.	PACKING AND FORWARDING CHARGES			
3.	EXCISE DUTY & CESS			
4.	ST/VAT WITH "C" FORM			
5.	TRANSPORTATION / FREIGHT CHARGES CHARGES FROM MANUFACTURER WORK PLACE TO BHEL OFFICE, LALITPUR SUPER THERMAL POWER PROJECT, VILLAGE MIRCHWARA, P.O. BURAGAON, TEHSIL MAHRONI, DISTT. LALITPUR (U.P).			
6.	ANY OTHER TAXES, DUTIES, LEVIES NOT SPECIFIED ABOVE, BUT INCLUDED. (PLEASE SPECIFY THE TYPE OF TAXES, DUTIES ETC.)			
7.	TOTAL ORDER VALUE ON F.O.R SITE BASIS			

NOTES:

1. **Tenders will be evaluated based on the prices quoted up to F.O.R Sites basis.** Bidders are requested to quote for each and every item from 1 to 7 as indicated above. Please indicate NIL against items not applicable.
2. Incomplete offer received may not be considered.
3. The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
4. In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.
5. Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight pre-paid basis. Goods to reach at destination within reasonable time say 10 days.

(Signatures of the Bidder with Name, Designation & Company's Seal)

CERTIFICATE OF NO DEVIATION

TENDER No. : BHEL/PSNR/SCP/CS/E- 2510

I/ WE, M/s _____

HEREBY CERTIFY THAT NOT WITHSTANDING ANY CONTRARY INDICATIONS / CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS & CLARIFICATIONS.

(Signatures of the Bidder with Name, Designation & Company's Seal)

REVERSE AUCTION (RA) FORMAT

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. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose.

Information and general terms and conditions governing RA are given below.

In case BHEL decides to process the tender through Reverse Auction Process (RA), following details shall be required from the bidders for their authorized representative who will participate in the on line Reverse Auction Process;

(a) Name of Designation of official:

(b) Postal Address (Complete):

(c) Telephone Nos. (Land line & Mobile both):

(d) FAX No.:

(e) E-mail address:

(f) Name of Place/State/Country, wherefrom he will participate in the RA:

(Signatures of the Bidder with Name, Designation & Company's Seal)

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.
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.

Sr. ENGINEER/PURCHASE