

SPECIAL INSTRUCTIONS TO THE BIDDERS

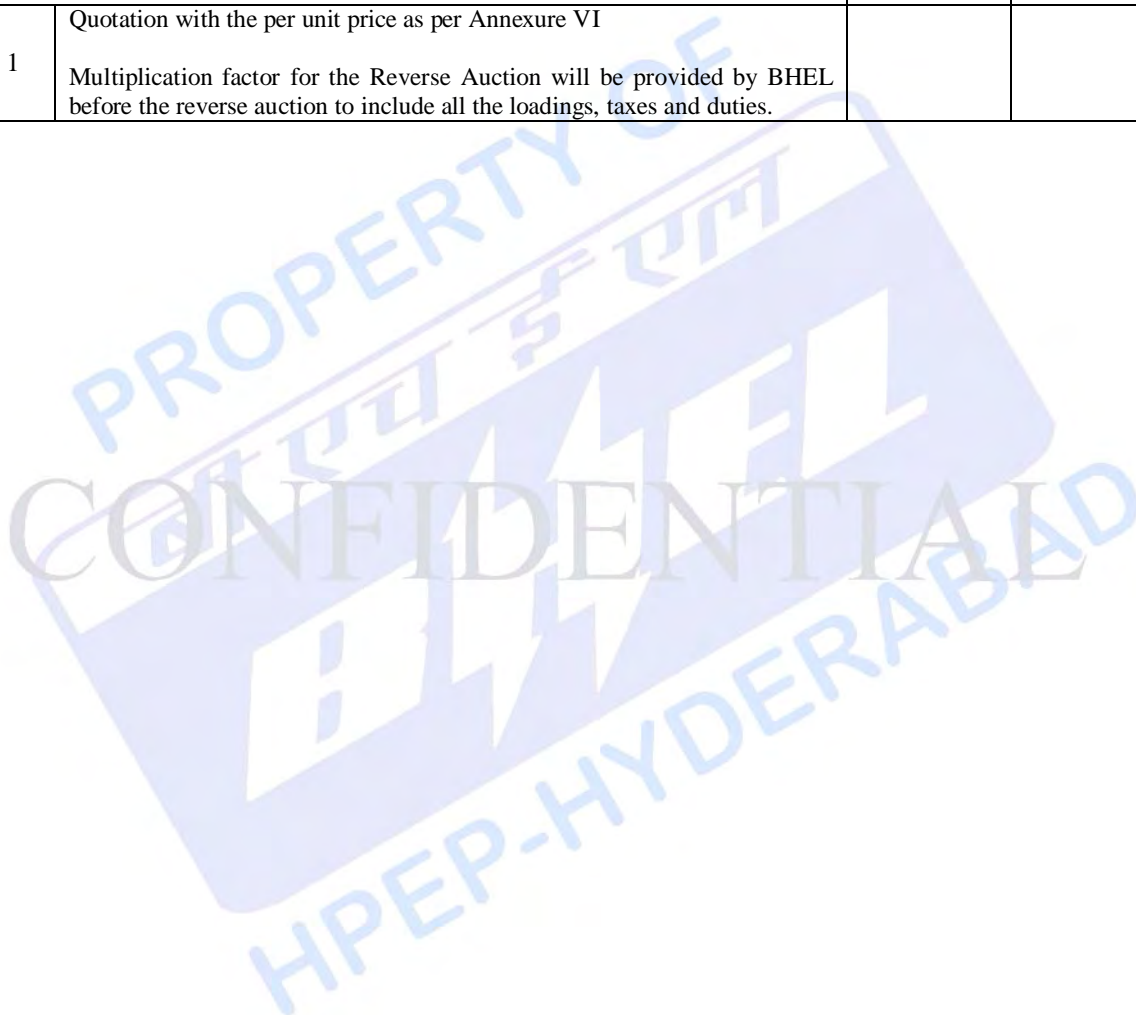
1. Bidders can visit the site (BHEL Works) and understand fully the requirements of the tender and the product where their offered components are to be used before submitting their offer. The offers once submitted would be treated as final.
2. Any clarifications on the clauses and the product must be obtained before the offer is submitted. Bidders to note that no changes in the prices will be permitted after the due date (ie the date of submission of the technical bid) unless and otherwise specifically asked for by BHEL.
3. Bidders to sign each page of this checklist and the attachments – Terms and conditions as well as the specifications (both BA55098 and BA55099) and submit along with the technical bid. All the attachments (annexures) must also be filled up and enclosed. **In the technical bid, the prices of the items should be kept blank, however all the applicable taxes and duties should be filled up as % of the base price.**
4. Any intentional or unintentional disclosure of the item price in (with) the technical bid will be at risk of the bidder.
5. Signature on any page will be considered as acceptance to all the terms and conditions laid down in the specific page.
6. Any comments/ deviations required in any clause should be brought out in the space provided in the remarks column (separate sheet with linked reference may be added if necessary). Any change in the clauses of BHEL Documents, if made, would not only be treated as null and void but also would be considered as tampering the documents and might attract penal action.
7. In case a comments/deviation is required in any clauses of the technical documents, it must be brought out as a footnote while signing the page or in an annexure, referred to in the footnote. The clause and the deviations required must be clearly brought out in an unambiguous manner along with a justification to substantiate the need for the deviation requested.
8. BHEL reserves the right to accept or reject the deviations proposed. In case BHEL rejects the deviation, no price alteration would be permitted. In case a deviation is accepted, it might be converted in terms of a financial loading on the bid at the discretion of BHEL. The bidder would be informed accordingly before the Price Bid opening/ Reverse Auction. The bidder will be permitted to withdraw the deviation. No response on the information would be treated as the acceptance of the loading.
9. The price quoted should be strictly in the format given. The cost of the technical assistance that is envisaged should be built up in the prices of the components and **should not be given separately** either as a monetary value or as a percentage or fraction value of the component/ assembly/ sub-assembly prices.
10. In case of any adverse feed-back from the end customers, BHEL reserves the right to disqualify the bidder.
11. **Bidders must note that the data whenever requested and thereby submitted must be strictly for the**
 - **Type of Gear Boxes (Single stage Bevel-Planetary),**
 - **Of same/ similar rating of Power range. For the tender ratings of 800KW @985/34 RPM to 1010 KW @985/30.5 RPM), the gearboxes reference list provided must have the RPMs $\pm 10\%$ of the specified RPM and the output power should be more than the required power for the specific model, ie the Gear boxes should range from >800KW at 31 to 37 RPM to >1010 KW @27 to 34 RPM at output.**
 - **Application (Vertical axis medium speed Coal Pulveriser in thermal power station) as referred to in this enquiry.**
12. **For the failure and service records, Annexures II-A and VII, the ratings should however be from 450 to 1100 KW at 20 to 50RPM output speed, for the type and application specifications.**

CHECK-LIST

	Clause	Supplier	BHEL
TECHNICAL BID ENVELOPE			
1	All pages of Technical Specification BA55099 Signed and enclosed		
2	All pages of Qualifying Conditions BA55098 Signed and enclosed		
3	The bidder is Original <u>Designer</u> of the Planetary Gearbox and the corresponding Gears		
4	The bidder is Regular <u>manufacturer</u> of these types of gear boxes		
5	The bidder is Regular <u>manufacturer</u> of the complete set of Gear Internals of these types of Gear Boxes		
6	The Bidder manufactures these items at their principal works or any other location fully owned by the bidder.		
7	The location where these items are manufactured		
8	Planetary Gear Box & Internals manufacturing facilities, assembly & testing facilities details enclosed (including list of machines)		
9	Capacity of manufacture : Gear Boxes per annum		
10	Capacity of manufacture : Internals per annum		
11	Name of Manufacturer of thrust pad bearings		
12	Number of gear Boxes of same/similar rating as specified supplied with Thrust pad bearings from the above suppliers (Details: Customers, End customers etc, year of manufacture, year of commissioning etc attached) Annexure I		
13	For a specified range of Gear Boxes as in note 11 of Special Instructions, used for vertical coal mills for Thermal power Stations:		
	a	Number of gear Boxes supplied from it's the specific works proposed to be qualified for the enquiry.	
	b	Number of Gear Boxes Running for more than 2 years	
14	The gear box is designed for trouble free operation of not less than 100000 standard hours.		
15	The necessary calculations and the safety factors considered attached		
16	The Bidder is willing to transfer manufacturing technology and enter into MOU with BHEL for five years.		
17	The Bidder is willing to grant rights to manufacture and sell to BHEL at the end of the MOU period.		
18	The bidder has fully established service centres in India preferably in four zones (North, East, South and West)		
19	Details of service centres with manpower details (Qualification, experience) attached.		
20	The list of diagnostics instruments available at Service Centres to identify the faults in the gear box (not limited to gear faults) attached.		
21	The bidder agrees to supply the required manpower and technical assistance as per clause 3.0 of BA55098		
22	Technical Documents (with calculations) attached as part of bid:		
	A	General Arrangement Drawing,	
	B	Cross-section Drawing	

	C	Envisaged type of foundation arrangement and loading details with foundation bolt dimensions		
	D	Offer- Model Number, Power Rating, Output Torque, Input & Output RPM		
	E	Detail of materials used in different components of the Gear Box		
	F	Type and Number of Bearings.		
	G	All the bearings used are of standard model and metric.		
	H	Efficiency of the Gear Box at 100%, 75%, 50% and 25% load		
	I	Details of sealing arrangements to protect gearbox bearings and internals against dust ingress.		
	J	Design and testing standard followed		
	K	Gear calculations Sheet – indicating the stage wise ratios and the factor of safeties considered.		
	L	Gear Sizing, Service factor, specific tooth load, bearing life calculations attached.		
	M	Factor of safeties for input shaft, output shaft and any other highly stressed zone.		
	N	Lubrication system details		
		Pump LPM, Motor Power, filter mesh size		
		Design calculation for the lubrication system – including details of pump selection, motor selection, filter etc		
		Cooler details – Heat load, flow rate, inlet oil and outlet oil temperatures.		
		Lubrication Oil: (required: Oils IOCL, HPCL or BPCL Brands) – To specify the brand(s) recommended, preferably Mineral Oil.		
	O	Coupling data		
		Type of coupling recommended between input shaft and motor		
		Effect of GD^2 of the coupling on the gear box (especially drive end bearings)		
		Permissible misalignment		
		Minimum & maximum coupling spacer length (recommended)		
	P	Quality Plan – detailing the raw material, in-process testing of components as well as the finished gear box.		
	Q	Detailed Test procedures along with acceptance criteria (and all the internal documents cross-referred to as part of the document)		
	R	Maximum permissible Vibration		
23		If the bidder wishes to engage any agent on their behalf, all the necessary requirements as per BA55098 has been adhered to and the agreement attached.		
24		All pages of the “CHECK LIST CUM SPECIAL TERMS AND CONDITIONS” signed and enclosed		
25		Annexures I to VII filled up and enclosed.		
26		Integrity Pact Signed, Stamped and enclosed		
27		Third party no patent claim declaration enclosed		

28	Bidder registration format (For supplier not in the corresponding Product Material Directory of BHEL) submitted with all necessary attachments.		
29	List of Outsourced Processes and control mechanism submitted		
30	Process Flow Chart and controls submitted (2.2.2 of Technical Spec and clause 13 of "CHECK LIST CUM GENERAL TERMS AND CONDITIONS")		
PRICE BID ENVELOPE			
1	Price list with break-ups as in Annexure III to Annexure VI (with all parts of the Annexures).		
REVERSE AUCTION (IF APPLICABLE)			
1	Quotation with the per unit price as per Annexure VI Multiplication factor for the Reverse Auction will be provided by BHEL before the reverse auction to include all the loadings, taxes and duties.		



Sl. No	BHEL Special Terms & Conditions	Supplier confirmation	Comments / Remarks
1.	<p>a) Offer must be submitted in two bid system for the items as per Enquiry in two separate sealed covers :</p> <p>1) 1st cover Technical cum Commercial Bid, The techno-commercial bid includes two parts</p> <p>i. Technical bid as per BA55098 and BA55099</p> <p>ii. Commercial bid and acceptance of terms and conditions as per the current document.</p> <p>2) 2nd cover, Price bid. The price bid should only include the prices as per the given format (Annexure III to VI). No technical or commercial aspects should be quoted in the price bid. In case any techno-commercial conditions are put in the price bid, these conditions would be treated as null and void.</p> <p>b) Each of the envelope should be clearly super-scribed with</p> <p>1) OEM name</p> <p>2) Agent name (if any)</p> <p>3) Enquiry/Collective no : HY/PULV/2013/PGB/OT-FA/01</p> <p>4) Due date</p> <p>c) "Un-priced offer with technical bid" is required to be furnished by the bidder. The difference between "Un-priced offer" and "priced offer" should be only the prices wherever applicable. All the taxes, duties etc must be mentioned in the un-priced offer as % of basic price.</p> <p>d) The Technical information enclosed with the tech. bid should not be enclosed in the price bid. Any technical aspect mentioned in the price-bid would be treated as null and void.</p> <p>e) If the combined offers are received in one cover or the price offered are mentioned in the technical bid, the risk associated with the disclosure of the price would lie exclusively with the bidder.</p> <p>f) Offers might be sent by email to the secured address tenderbox@bhelhyd.co.in However BHEL advises the hard copies to be sent as a part of the bid to avoid any software problems/glitches.</p> <p>g) The offers (especially price bid) sent at any other e-mail recipient address, including the tenderer address may result in disqualification.</p> <p>h) Techno-commercial bid will be opened first and after freezing technical & commercial conditions only, the price bid will be opened.</p> <p>i) The quotation should be neatly typed and free from overwriting/ erasures. Any correction or addition must be authenticated. The offer including annexures and brochures should be submitted in English.</p> <p>j) Bid envelops shall bear the name of Bidder (OEM). In case of submission through authorized representative/agent, the name of representative/agent should be mentioned</p> <p>k) Offers shall be submitted directly by bidder or his authorized representative /agent only and the offer should be in line with regulatory guidelines (i.e Agency agreement between principal Bidder and agent / representative shall be attached which shall be a valid one and cover the scope of services rendered by Agent, Agency Commission etc.). The offers might attract disqualification if the documents are not in line with legal / regulatory guidelines.</p>		

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

Sl. No	BHEL Special Terms & Conditions	Supplier confirmation	Comments / Remarks
2	<p><u>PRICES:</u></p> <p>(i) The prices quoted in the price bid/ Finalised in the Reverse Auction are to be firm till the execution of Order.</p> <p>(ii) No revised Price bids would be accepted after tender due date.</p> <p>(iii) In case more than one offer is submitted (before the tender due date) the latest offer would be the final.</p> <p><u>A. Indigenous (Optional for Foreign Bidders):</u></p> <p>The prices are to be quoted on FOR, Destination basis. The break-up of price shall be as under:-</p> <p>a) FOR Price: The packing & forwarding charges to be included in the FOR price.</p> <p>b) Excise duty: Extra as applicable on the date of quotation, to be quoted as percentage in the price bid.</p> <p>c) Sales Tax: CST Extra as applicable (against C-form) on the date of quotation, to be quoted as percentage in the price bid.</p> <p>d) Freight & Insurance: To be quoted up to destination and included in the bid price.</p> <p><u>B. Foreign Bidders:</u></p> <p>a) The prices are to be quoted FOB/CIF basis as per Incoterms 2010.</p> <p>b) The Currency of offer must be US\$ or Euro.</p> <p>c) For bid evaluation purpose, these prices would be converted to FOR prices based on</p> <ul style="list-style-type: none"> • Prevailing exchange rate as on the Technical Bid opening date. • Import duties as applicable on date of bid opening. 		
3.	<p><u>OFFER VALIDITY</u></p> <p>The offer would be valid for 120 days from the date of the technical bid opening.</p>		
4.	<p>BHEL will decide (after technical bid opening), at its discretion, to process the tender through Reverse Auction or by opening price bids. Bidders are advised not to quote higher prices in price bid, presuming that there will be an opportunity to reduce the same during Reverse Auction. In case BHEL decides to process the tender by opening the price bids instead of Reverse Auction, there is no provision for revising the quoted prices and Bidders may lose the opportunity in view of the higher prices, if any, quoted by them.</p>		
5.	<p><u>PAYMENT TERMS:</u></p> <p>(a) <u>Indigenous Suppliers</u></p> <p>100% payment along with taxes, duties, Freight & Insurance will be made within 90 days from the date of LR/ Invoice. However payment would be done only after receipt of original documents, including site acknowledgement on LR (MRC - Material Receipt Certificate at site) / GR Clearance at BHEL stores</p> <p>The taxes and duties that are reimbursed would be the one applicable as on the scheduled Purchase Order delivery date or the amount actually paid whichever is lesser.</p> <p>(b) <u>Foreign Suppliers (Against LC)</u></p> <p>All banking charges outside India will have to be borne by the supplier.</p> <p>(i) 100% payment (less Indian Agency Commission, if any) shall be paid against irrevocable Letter of Credit and proof of dispatch documents.</p> <p>(ii) LC shall be opened only in the name of supplier on whom purchase order is placed.</p> <p>(iii) LC will be opened on receipt of confirmation from the supplier regarding availability of material. LC shall be valid for a period of 3 months including the bank negotiation period of 21 days from the date of opening. Suppliers to note that it might take up to 2 weeks at BHEL end for the LC to be made available. The time necessary for the freight forwarder to book the ship (in case of FOB) also to be considered.</p>		

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

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Sl. No	BHEL Special Terms & Conditions	Supplier confirmation	Comments / Remarks
6.	<u>INTEREST LIABILITY</u> BHEL will stand by its commitment to pay the Bidder within the stipulated time period. However, in case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.		
7.	<u>PERIOD AND VALIDITY OF THE CONTRACT</u> <ul style="list-style-type: none"> The Memorandum of Understanding will be valid for <u>five years</u> and the rate contract will be valid for <u>three year</u> from the date of signing of the contract. At the end of <u>three years</u>, Rate Contract can be extended for a further period of <u>2 years</u> on mutual agreement within the initial MOU period. The terms and conditions, including the prices, would be valid for all Purchase Orders released during the periods of the rate contract. No revision would be accepted unless asked for/or any changes in specification throughout the period, the rate contract is in force. The quoted rates are to be on firm basis on the Purchase Orders released during the complete contract period. It would be in force till the complete execution of all the Purchase Orders covered under the rate contract. These rates would be applicable to all the quantities as and when BHEL indicates the requirement. 		
8.	<u>CONTRACT SIZE (ESTIMATE):</u> The proposed rate contract for five years is estimated to be for 150 Sets gearboxes per year with an estimated value of Rs 100 crores per year. The approximate projection for next 5 years for Planetary Gear boxes is: <ul style="list-style-type: none"> HP 1103 Mills with Dynamic classifier - 100 nos./Year HP 1203 Mills - 50 nos./Year Suppliers to note that this estimate is purely on the current order-book position and projections consequently the actual rate contract size as well as distribution may vary from the above projection.		
9.	<u>GUARANTEE</u> Materials should be guaranteed for a period of 12 months from date of commissioning or 18 months from the date of dispatch whichever is earlier. The supplier shall give backup guarantee as applicable for each of BHEL customer for the Gear Boxes covered under this contract as per clause 5.0 and its sub-clauses of BA55098.		
10.	<u>DRAWINGS AND SPECIFICATIONS</u> Supply should strictly confirm to BHEL Drawings and Specifications and/or the documents submitted by the bidder during offer and approved by BHEL. All tests should be carried out as per the approved documents & Quality Plan. The decision of BHEL shall be fixed and binding on the supplier on all the technical aspects/queries which may arise during the contract with respect to material, workmanship etc. All test certificate, guarantee certificate & Inspection report should be furnished along with supplies (3 sets). Clause-wise confirmation of specification is required.		
11.	<u>INSPECTION:</u> BHEL/customer/third party might inspect equipment / material before Dispatch as per PO and Quality Plan conditions. Stage inspection during manufacturing may also be carried out as per Quality plan. Supplier will have to send inspection call in these cases with sufficient advance notice.		

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

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12.	<p><u>THIRD PARTY CLAIMS</u></p> <p>The bidder will have to declare that no third party has raised any patent claim against the bidder, which has gone against or is still unresolved, with respect to the product up to the date of the agreement.</p> <p>Successful bidder must further declare that in case any claims are raised during the validity of the agreement (which would be in force till complete execution of the contract) it would indemnify BHEL of any responsibility towards the claim and would reimburse BHEL for any loss suffered as a result thereof.</p> <p>It would be the responsibility of the bidder to settle such claims with the third party (claimant). In case it is unable to settle such claims, the bidder shall provide alternate technical solution which it deems reasonable and is acceptable to BHEL pending resolution of any such (alleged) claim.</p> <p>This new solution would be such that it will not violate such patents and also satisfy the terms and condition of the present contract.</p>		
13.	<p><u>FINANCIAL SOUNDNESS</u></p> <p>The Bidder shall have a financial stability and capability to meet the financial obligations pursuant to the works covered under the contract. The bidder should submit last three year's balance sheet including the profit and loss account and net worth duly audited by a Chartered Accountant.</p> <p>The average annual turn-over of the bidder for last three years should be at least twice the value of the annualized rate contract.</p> <p>There should be a consistency in turn-over in the said last three years.</p> <p>All foreign bidders to submit D&B rating.</p>		
14.	<p><u>FACILITIES</u></p> <p>The bidder must have the in house facility to Manufacture, Check and Control all the process parameters during all the stages of the production. Documentary evidence in form of the process flow chart with check and control mechanism should be submitted.</p> <p>Any processes outsourced must be informed and necessary approval must be taken from BHEL informing the source and control mechanism put by the bidder.</p>		
15.	<p><u>INFRASTRUCTURE</u></p> <p>The bidder must have the necessary manpower, infrastructure and technical know-how to,</p> <ul style="list-style-type: none"> - Supervise during the erection and commissioning of the items supplied. - Periodic site visits for equipment servicing and trouble shooting. <p>The details of the service infrastructure must be enclosed.</p>		
16.	<p><u>SUBCONTRACTING :</u></p> <p>In case, at a later stage, further subcontracting of BHEL order or part thereof is envisaged, over and above those declared in the bid, the same can be done only after a written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.</p>		
17.	<p><u>LIQUIDATED DAMAGES</u></p> <p>LD of ½ % per week (or part thereof) would be imposed, subject to a maximum of 10% of purchase order value.</p>		
18.	<p><u>TERMS OF DELIVERY:</u></p> <p><u>For Indigenous Bidders</u> “FOR DESTINATION” anywhere in India.</p> <p><u>For Overseas Bidders</u> FOB/CIF basis as per Incoterms 2010. Bidders to mention the offered Term including the <Named Place/Port>, which should be a Gateway Port in case the offer is FOB.</p>		

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

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19.	<u>DELIVERY PERIOD</u> <ul style="list-style-type: none"> Supplier to mention the required lead time for delivery, in weeks from the date of P.O. and the maximum sets per month it can deliver thereafter. The Contractual Delivery date will be as per BHEL Purchase order. Supplies beyond the stipulated delivery date will attract LD Clause. The Delivery date for this purpose will be taken as: <ul style="list-style-type: none"> In case of FOR destination or DDP, Date of C-Note/ MRC (Site Acknowledgment date). For CIF- IGM date etc. For FOB- BL Date etc. If staggered delivery is mentioned in Purchase Order then same shall be adhered to. 		
20.	<u>EVALUATION:</u> <p>Evaluation of offers shall be done on the basis of delivered cost to BHEL with respect to the finalized technical scope and commercial conditions.</p> <p>In case of Reverse Auction being held to decide on the eventual outcome, the effect of the taxes and duties would be communicated through a Multiplication factor.</p> <p>In case of discrepancy in the prices quoted by the Bidder in figures and words, the price quoted in words shall prevail and the same shall be considered for evaluation.</p>		
21.	BHEL reserve the right to resort to “Reverse auction” and the Bidder should confirm acceptance to reverse auction.		
22.	<u>ACCEPTANCE / REJECTION OF TENDER:</u> <p>BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof.</p> <p>BHEL also reserves right to vary the quantities mentioned in the tender.</p>		
23.	<u>LEGAL SETTLEMENT:</u> <p>This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/ Hyderabad Courts, Andhra Pradesh.</p>		
24.	<u>RISK PURCHASE:</u> <p>In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and cost of the successful bidder.</p>		
25.	<u>ADJUSTMENT OF RECOVERY :</u> <p>Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.</p>		
26.	<u>ARBITRATION</u> <p>All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached 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 any arbitrator to be appointed by the Head of the Unit of BHEL. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award and in English language. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of Sangareddy/Hyderabad Courts, Andhra Pradesh.</p>		

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

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27.	<p><u>FORCE MAJEURE CONDITION :</u></p> <p>The supplier shall not be considered in default if delay occurs due to causes beyond his control such as Acts Of God, Natural Calamities, Fire, Frost, Flood, Civil War, Strike, Civil Commotion, Riot, Government Restrictions, Lockout that are not in control of supplier or Acts Of Unsurpassed Power.</p> <p>Only those causes that have duration of more than seven days shall be considered cause of force/ calendar/majeure. Notification to this effect duly certified by local chamber of commerce/ statutory authorities shall be given by the supplier to BHEL by registered letter.</p> <p>In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL.</p> <p>In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any, provided by BHEL.</p>		
28.	<p><u>PACKING & FORWARDING CHARGES (IF ANY):</u></p> <p>Will be borne by the supplier.</p>		
29.	<p><u>TAXES & DUTIES (Excise, CST/VAT) (Indian Suppliers)</u></p> <p>in % wherever applicable (Will be reimbursed as on the date of Scheduled delivery)</p>		
30.	<p><u>INSURANCE:</u></p> <p>Will be borne by supplier in case of Indian Suppliers. As per Incoterm of offer for foreign suppliers.</p>		
31.	<p>All the prospective bidders that are not in the approved vendor list of the BHEL Hyderabad, Pulverisers Division would have to fill up the vendor Registration Format that is available on the BHEL Website (www.bhel.com) and submit to the supplier development cell of BHEL Hyderabad along with all the required attachments including the Dun & Bradstreet Rating.</p> <p>The supplier would be qualified subject to</p> <ol style="list-style-type: none"> Technical Qualification Acceptance of the commercial and other terms and conditions spelt out in this document Evaluation and Acceptance by the Supplier Assessment Committee (MISCC) (if the bidder is not an already qualified supplier) Acceptance by the end customer. 		
32.	<p><u>TERMINATION OF CONTRACT</u></p> <p>If at any time during the execution of the contract, BHEL comes to conclusion that the tenderer is not discharging his obligations according to the terms of this contract, then BHEL will be at liberty to terminate the contract after giving 15 days' notice. The tenderer shall comply with the requirement of such notice.</p> <p>The bidder will not engage the services of the firms banned by BHEL, the Government of India or other Government Agencies for the execution of this contract. The list of firms banned by BHEL is available on BHEL website, www.bhel.com. Violation of these clause will attract not only the termination of the contract but also other action as defined in BHEL's policies and guidelines which may go to the extent of banning.</p>		
33.	<p><u>DEVIATION:</u></p> <p>Normally no deviation in Standard Terms and Conditions would be accepted and BHEL reserves the right to disqualify the bidder from the tender. No deviation shall be entertained after the contract is signed.</p>		

NOTE:

Bidders must enter the appropriate phrase in each of the row of the “Supplier Confirmation” column to signify their acceptance of the respective clause.

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

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DEVIATIONS AND LOADING

1) **Technical Qualification & Experience**

No deviations accepted. The bid will be rejected.

2) **Guarantee Clause**

No deviations accepted. The bid will be rejected.

3) **Penalty terms**

No deviation in penalty clause will be accepted except reduction in the penalty amount.

For bidders accepting a ceiling on the maximum penalty, below the specified maximum, an equal % of amount will be loaded for tender evaluation purpose.

Eg a 7% maximum penalty acceptable by bidder against specified maximum penalty of 10% would load its bid by 3% (10%-7%).

4) **Condition of Delivery (INCOTERMS)- for Foreign Bidders**

3% Loading on basic price for CIF towards handling, Inland freight and Insurance charges.

Additional 3% loading on basic price towards Marine Freight and Insurance for FOB offers.

5) **Payment Terms**

Deviation in payment terms will attract a loading of 18% per annum on the bid for the period of relaxation sought by Bidder.

6) **Duties and Taxes**

- Offers of foreign Bidders will be loaded **for evaluation purpose** with prevailing tariff of Customs Duty (as applicable for Merit for the items under consideration), CVD, Addl. CVD and any other import duty imposed by the Government of India that are applicable at the time of Tender opening.
- Any export duty or any other duty imposed at the country of origin (for foreign Bidders) would be included in the basic price. **The Bidders to note that in case there is any change in these taxes/duties during the execution of contract, the same would not be passed on to (or borne by) BHEL.**
- Offers of indigenous Bidders will be loaded **for evaluation purpose** with prevailing tariff of Excise duties, Sales tax (State and Central), VAT and any other duty imposed by the Government of India that are applicable at the time of Tender opening.

CONFIDENTIALITY OF DOCUMENTS

- 1) Drawings, technical documents or other technical information received by either parties shall not be used, without the consent of the other party, for any other purpose than that for which they were provided, either at the tender stage, at contract execution stage or even later. They may not be, without the consent of the submitting party, be used, copied reproduced, transmitted or communicated to any third party or used in any way to harm the interest of the submitting party. All intellectual properties including designs, drawings and information exchanged during the contract shall continue to be the property of the submitting party.
- 2) The bidder shall provide BHEL with information in so far as it could be of importance to BHEL. It shall not reveal confidential information to its own employees not involved with the contract and its execution and delivery to third parties.
- 3) The bidder shall not be entitled to use BHEL's name in advertisement and other commercial publications without prior written consent from BHEL.

PRICE BID& FINAL QUOTATION

- 1) The prices quoted must be in terms of Currency per unit
- 2) The bid evaluation will be done on "**EFFECTIVE OFFER VALUE**" as in **Annexure VI**. However this value would be multiplied by a Multiplication factor (MF). This multiplication factor is to arrive at the cost to BHEL by taking into account the effects of various taxes and duties, transport, insurance, loadings (due

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

to deviations) etc. However this value is only for the bid evaluation purpose and tender priority will be decided on this value.

- 3) Reverse auction, if held, will be held for the “**EFFECTIVE OFFER VALUE**” multiplied by the **Multiplication factor (MF)**. This MF would be provided by BHEL before reverse auction.
- 4) Bidders to note that BHEL reserves its right to buy items individually instead of as full sets.
- 5) Bidders to note, that the final contract signed and individual contracts released will be for individual Items at Item prices and not for units at unit prices.

REVERSE AUCTION:

- 1) BHEL reserves the right to finalise the tender through reverse auction. Non acceptance of the reverse auction may lead to disqualification of the bidder.
- 2) If the reverse auction is conducted, the details would be intimated to all the technically qualified bidders.
- 3) The rules and the guide lines for the reverse auction would be intimated through the service provider and would be binding on all the bidders.
- 4) In Reverse auction, if conducted, the price quoted would include the loading factors (as per above guidelines). The RA would be conducted in terms of “**COST TO BHEL**”
- 5) Before RA starts each of the individual bidders would be informed of their loading factors, in form of Multiplication factors or MF, for their acceptance.
- 6) Bidders must respond in case of any query/non acceptance of these factors, or a part thereof, at least 3 hours before the RA schedule. Non response will be construed as acceptance of the factor and negative response after the deadline will be treated as attempt to sabotage the tendering process.
- 7) In case of Reverse Auction, all the details, in a signed copy with the final bid and the break-ups would be submitted by the successful bidder within 24 hours of the successful completion of the auction to BHEL through the service provider including individual cost break-ups (Annexures I to III of this document) as per the Reverse Auction Guide lines provided through the service provider.

INTEGRITY PACT:

- 1) The Integrity Pact jointly signed by the bidder and authorised official of BHEL at the tendering stage will form part of the final contract.
- 2) The pro-forma of the integrity pact is issued along with the bidding document and shall be returned along with the technical bid duly signed by the same signatory who is signing the bid, and is duly authorised to sign the bid. All the pages of the integrity pact must be signed by the above mentioned signatory. Failure to enclose the duly signed integrity pact along with the bid document is likely to lead to outright rejection of the bid.
- 3) If the bidder is disqualified from the tender process prior to award of the contract according to the provisions under the integrity pact BHEL shall be entitled to demand and recover from bidder the liquidated damages as per the provisions of the Integrity Pact.
- 4) If the contract is terminated according to the provisions of the Integrity Pact or if BHEL is entitled to terminate the contract according to the provisions of the Integrity Pact, BHEL shall be entitled to demand and recover from bidder the liquidated damages as per the provisions of the Integrity Pact from the pending bills/ bank guarantees or security deposits.
- 5) The bidders that had been disqualified due to violation of the Integrity Pact during the tender process or during the operations of the contract will be subject to actions as per the relevant BHEL business rules in force AA/MM/SB/01 “Suspension of business dealings with suppliers/ contractors” which could include termination of whole or part of the contract along with other punitive measures.

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

DISPATCH DOCUMENTS

INDIGENOUS BIDDERS

The dispatch documents must contain following documents in 3 sets (Original + 2 copies).

- Copy of LR / Proof of Receipt at Site
- Commercial and Tax/Excise invoice in duplicate.
- Delivery Challan / Packing list (case-wise)
- Guarantee certificate.
- All Test reports and TPIA inspection reports (wherever applicable).

FOREIGN BIDDERS

The dispatch documents must contain following documents in 3 sets (Original + 2 copies).

- Proof of Dispatch (Bill of lading)
- Invoice in quadruplicate.
- Packing list (case wise)
- OEM Guarantee certificate.
- All OEM Test reports and TPIA inspection reports (wherever applicable).

INSPECTION AND TESTING

- a) The goods and stores shall be of approved design and each part/ component may be inspected and tested by BHEL/ BHEL Appointed Inspector/ BHEL's customer prior to shipment and shall fully comply with relevant requirements of BHEL.
- b) BHEL has the right to inspect the delivery. In the event of rejection, BHEL shall inform the supplier accordingly and BHEL shall be entitled to replacement or repair at its discretion or may proceed to terminate or annul the agreement. All this does not affect BHEL's right to compensation.
- c) BHEL or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the supplier's premises the material and workmanship of all stores to be supplied under the Contract, and if the part of the stores are being manufactured at other premises the Seller shall obtain for BHEL or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the Seller's premises. Such inspection, examination and testing, if made shall not release the Seller from any obligation under the Contract.
- d) All costs related to inspections and re-inspections shall be borne by the Seller. The cost of inspection staff/ third party specified by the BHEL shall be borne by BHEL, unless otherwise specifically agreed. Whether the Contract provides for tests on the premises of the Seller or any of his Sub-contractor/s, Seller shall be responsible to provide such assistance, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently.
- e) Cost of any type test or such other special tests shall be borne by the seller unless and otherwise specifically agreed in the contract.
- f) The Seller shall give the authorized representative of the BHEL reasonable notice in writing of the date on and the place at which any stores will be ready for inspection/ testing as provided in the Contract.

SHORT SHIPMENTS

In case of any short shipments during initial supply, subsequently dispatched by the Seller or as any Guarantee/ Warranty replacement shall be dispatched on "DDP – Delivered Duty Paid BHEL Stores" basis for imported items and "FOR – BHEL Stores/ designated destination" basis for indigenous items.

REJECTION/ REPLACEMENT

The Seller shall arrange replacement / repair under its obligation under the contract within one month from the date of intimation or mutually agreed period. The rejected goods shall be taken away by the seller and replaced on DDP/ FOR - BHEL Stores/ designated destination basis within such period. In the event of the Seller's failure to comply, Purchaser may take appropriate action including disposal of rejections, at the cost and risk of the Seller.

In case defects attributable to Seller are detected during processing of the goods at purchaser's / his subcontractor works, the Seller shall be responsible for replacement/ repair of the goods as required by the purchaser at Seller's cost.

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

EXPORT ADMINISTRATION REGULATIONS

If a delivery includes such technology and or supply that is subject to the export regulations at the seller's country, the responsibility to obtain such permissions, approvals, license etc. lies on the seller.

NON-WAIVER OF DEFAULTS

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BHEL to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BHEL under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

CUSTOMER APPROVAL

Customer (final user) approval of the technically qualified Bidder is an essential requirement. BHEL will co-ordinate with customers for the same. However, the Bidder has to prove his credentials with the customer and get their approval. The failure to obtain the approval will result in bid disqualification.

MISCELLANEOUS:

- 1) BHEL reserves the right to reject the offer which is having deviations to BHEL's General Terms & Conditions.
- 2) Prices of items as per annexure III to VI - to be indicated only in price bid offer in the sealed envelope of price bid.
- 3) In case of any discrepancy between the terms mentioned in check list and offer, the terms mentioned in the check list will prevail.
- 4) Any deviations from or additions to the above "General Conditions" require BHEL's express written consent. The general terms of business or sale of the bidder shall not apply to purchaser (BHEL). Acceptance, receipt of shipments or services or effecting payment shall not mean that the general terms of business or sale of the seller has been accepted.
- 5) Orders, agreements and amendments thereto shall be binding if made to or confirmed by the purchaser in writing. Only the purchasing department of Pulverisers Division of BHEL Hyderabad is authorized to issue the purchase order or any amendment thereof.
- 6) In case of any inconsistency or contradiction between the documents the order of precedence shall be
 - a) Purchase Order
 - b) LOI/LOA,
 - c) Specific agreement,
 - d) Commercial Checklist (attached with this document no PULV/PUR/MOU/13/01)
 - e) Special Condition of Contract (This document no PULV/PUR/MOU/13/01)
 - f) General Conditions of the contract of BHEL Hyderabad (document no HY/MM/GCC rev 00)
 - g) Specific agreement on technical conditions,
 - h) Special technical conditions,
 - i) General technical Conditions and
 - j) Tender/ offer.
- 7) BHEL General Terms and Conditions and the Reverse Auction Terms and Conditions and Guidelines are to be read along with these terms & conditions.
- 8) If a customer requires the Vendor Approval (of the supplier), the bidder must extend all the technical assistance towards the approval by the end customer whenever BHEL requires.
- 9) If the project specific quality plan is to be approved by the customer, the bidder must submit its manufacturing quality plan to BHEL, who in turn would forward it to the customer or its nominated agency for approval. The bidder must extend all the technical assistance and attend to queries expeditiously to obtain the approval of the Quality Plan.
- 10) In the cases the Project Specific Quality Plan is approved by customers, the supply should be made accordingly, in line with it.

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

Annexure I
PLANETARY GEAR BOX & INTERNALS : MANUFACTURING, ASSEMBLY & TESTING FACILITIES DETAILS.

Sl. No.	Plant (Works)	Type of Machines	Quantities	Make	Date of Installation	Distinct Features

Based on the installed machines and total working of the Factory:

- 1) Planetary Gearbox complete sets of internals manufacturing and
- 2) Planetary Gearbox assembly,

Planning details are to be submitted to BHEL. This is to give confidence that about 150 sets of complete gearbox/internals per year can be manufactured by the bidder, to meet BHEL requirements.

CONFIDENTIAL

HPEP-HYDERABAD

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

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Annexure II-A
REFERENCE LIST OF PLANETARY GEAR BOX MANUFACTURED, SUPPLIED & IN OPERATION.

Sl. No.	Type of gear box	Output Power KW	Motor KW	Customer	Supplier/ Manufacturing Works			Date of		Qty	Remarks
					Internals	Thrust pad	Gear box Assly	Manufacture	Commission-ing		

NOTE:

1. The references should be only for the Planetary Gear Boxes specified in the tender and used in Coal fired Thermal Power Stations. Do not include other types/ models.
2. The Gear Boxes should have Bevel-Pinion as first stage reduction and Sun-Planets-Annulus as second stage reduction.
3. The reference list must be of supplies made to various customers for at least 100 nos. of gear boxes for in the range of the capacity as called in the enquiry in coal mills of coal fired thermal power projects. The gearboxes should have the output power ranging from 800KW at 31 to 37 RPM to 1010 KW @27 to 34 RPM at output.
4. Reference of minimum two customers and two locations should be furnished for HP1103 & HP1203 type of mills (or similar capacity vertical mills). The mills should be in operation for at least two years in coal fired thermal power station as on the date of tender bid. The bidder is to arrange for the "end user's certificate" also.

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

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Annexure II-B
EQUIPMENT FAILURE HISTORY AND ANALYSIS OF PLANETARY GEAR BOX MANUFACTURED & SUPPLIED.

Sl. No.	Type of gear box	Motor KW	Customer	Date of		Numbers		Analysis of failure – Root cause and the preventive action
				Commissioning	Failure	Supplied	Failed	

NOTE:

1. The failure data to be provided for all major equipment failures.
2. The failure list to include not only manufacturing but also operation related failures. This will help the end user (as well as BHEL) to understand the modes of failure and also to include the required preventive steps.
3. The data should be exhaustive and not selective.
4. The data must be from 450KW to 1100 KW range Planetary gear Boxes @20 RPM to 50 RPM output speed.

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

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Annexure III

Commercial offer for PGB & Components under MOU & Rate Contract for Bowl Mills types HP1103 and HP1203.

CURRENCY OF OFFER :

Sl. No.	Item Description	Mill Type					
		HP 1103 with DC			HP 1203		
		Var No.	Qty	Price	Var No.	Qty	Price
1	Planetary Gearbox Complete Assembly	01	1		21	1	
2	Planetary Gearbox in Completely Knocked Down condition	02	1		22	1	
	Average Cost of Gear Box	A= {01+02}/2			C={21+22}/2		
3	Bevel Pinion Shaft*	03			23		
4	Bevel Gear*	04			24		
5	Shaft for Bevel Gear*	05			25		
6	Coupling Sleeve*	06			26		
7	Sun Gear*	07			27		
8	Planetary Gears *	08			28		
9	Internal Toothed Gear*	09			29		
10	Axial Thrust Sliding Bearings*	10			30		
	Total cost of internals per Gear Box	B=			D=		
11	Lube Oil System with Connected Piping for PGB	11	1		31	1	
12	Coupling Gear Box – Motor	13	1		33	1	

* Items 3 to 10 & 23 to 30: prices must be quoted in terms of 1 gear Box Quantity. The Numbers also must be mentioned.

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

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Annexure -IV
OFFER EVALUATION SHEET

HP 1103 with DC

		Unit Rate = (R)	% Procurement = (P)	Effective Cost = (R x P)
	Total Cost of Planetary Gear Box	A=	10%	
	Total Cost of Internals of Planetary gear Boxes	B=	90%	
	Effective Cost Per unit of Procurement : (HP1103DC)=			Σ=

HP 1203

		Unit Rate = (R)	% Procurement = (P)	Effective Cost = (R x P)
	Total Cost of Planetary gear Box	C=	10%	
	Total Cost of Internals of Planetary gear Boxes	D=	90%	
	Effective Cost Per unit of Procurement : (HP1203)=			Σ=

Total Cost for Bid Evaluation = OFFER PRICE = {100x (HP1103DC) + 50x (HP1203)}/ 150 =

Note:

- Prices of the gear box and its internals (Sl. Nos. 3 to 10 for HP1103 Mill with DC and Sl. Nos. 23 to 30 for HP1203 Mill) will be considered for comparison and evaluation of Bids.
- The Evaluation would be carried out in terms of landed cost to BHEL.
- The offer Prices should be in INR, US \$ or €
- The Exchange rate would be taken as that prevailing on the date of Technical Bid Opening.
- Prices must be quoted in terms of
 - FOR BHEL prices for Indigenous Bidders
 - FOB/ CIF prices for Overseas Bidders.
 - The Loading for various INCOTERMS would be as per BHEL's norms, which is currently,
 - CIF : 3% on basic price towards inland freight, Insurance and port handling.
 - FOB : 3% of FOB price for marine freight Insurance and handling in addition to the 3% above.

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

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Annexure V

Commercial offer for two Years recommended Spares for Planetary Gear Boxes under MOU & Rate Contract for Bowl Mills HP1103 and HP1203.

CURRENCY OF OFFER :

Sl No	Description	HP 1103 with DC		HP 1203	
		Part Number	Price	Part Number	Price

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

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ANNEXURE VI (A)
UN-PRICED PRICE BREAK-UP FORMAT
(INDIGENOUS SUPPLIES)
(To be submitted with Technical Bid)

S.No.	Particulars	Amount in Rupees
Price Break up		
1	Basic Price on Ex-works basis: OFFER VALUE	
2	P& F Charges	<Included>
3	Insurance	<Included>
4	Freight from works	<Included>
	Effective OFFER VALUE	<Sum of above>
5	Excise Duty	%
6	Educational Cess on Excise Duty	%
7	Sales Tax against Form-C	%
8	Third Party Inspection Charges (if any)	<BHEL SCOPE>
9	Service Tax (if any)	%
10	Any other charges (Please specify individually in percentages)	
	GRAND TOTAL (on FOR destination basis)	

NOTE:

1. All the statutory levies applicable at the time of tender bid submission are to be entered in the above table.
2. Each different type of levies should be shown in different rows.
3. The data should be in terms of basic OFFER PRICE of Annexure IV
4. The prices will be the basic price, including the P&F Charges, Insurance and Freight (as applicable)
5. The tender priority will be decided on OFFER PRICE converted to COST to BHEL
6. The reverse auction (if any) will be conducted on OFFER PRICE converted to COST to BHEL
7. In case tender decision through Reverse Auction, the Multiplication factor based on the delivery conditions, Loading (if any) and the levies will be informed individually to each supplier before the Reverse Auction.
8. The individual contracts may be placed on individual items or the sets as per requirements.

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

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ANNEXURE VI (B)
UN-PRICED PRICE BREAK-UP FORMAT
(IMPORTED SUPPLIES)
(To be submitted with Technical Bid)

CURRENCY OF OFFER:

S.No.	Particulars	Price
Price Break up		
1	Basic Price on Ex-works basis. OFFER VALUE	
2	P& F Charges	<Included>
3	Insurance	<Included>
4	Freight from works	<Included>
	Effective OFFER VALUE	<Sum of above>
5	Basic Customs Duty	%
6	Educational Cess on Excise Duty	%
7	Countervailing Duty (CVD)	%
8	Additional Countervailing Duty (ACVD)	%
9	Cess	%
10	Third Party Inspection Charges (if any)	<BHEL SCOPE>
11	Any other charges (Please specify individually in percentages)	
12	Handling, Marine Freight and Insurance (FOB)	3%
13	Handling, Inland Freight and insurance (FOB&CIF)	3%
	GRAND TOTAL	

NOTE:

1. All the statutory levies applicable at the time of tender bid submission are to be entered in the above table.
2. Each different type of levies should be shown in different rows.
3. The data should be in terms of basic OFFER PRICE of Annexure IV
4. The prices will be the basic price, including the P&F Charges, Insurance and Freight (as applicable)
5. The tender priority will be decided on OFFER PRICE converted to COST to BHEL
6. The reverse auction (if any) will be conducted on OFFER PRICE converted to COST to BHEL
7. In case tender decision through Reverse Auction, the Multiplication factor based on the delivery conditions, Loading (if any) and the levies will be informed individually to each supplier before the Reverse Auction.
8. The individual contracts may be placed on individual items or the sets as per requirements.

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

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ANNEXURE VII
DETAILS OF SERVICE CENTERS IN INDIA

Zone :

Address :

Number of Staffs :

Number of Technical Staff :

Graduates :

Under Graduates :

Number trained in OEM works :

Details of Training (Number days, aspects) :

Service requests attended :

Equipment Available, Purpose :

Bidders, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.

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