

**BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)
TERMS AND CONDITIONS FOR INDIGENOUS TENDER ENQUIRY**

This Format is to be submitted in original duly signed by bidder. Deviation, if any, is to be brought out clearly in Schedule of Commercial deviation giving clause wise deviation. Any condition / clarification / deviation mentioned elsewhere may not be accepted.

Sr. No	Terms & Conditions
1.	<p>1. Online quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested, other-wise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is uploaded on e-procurement portal on or before 14.00 Hrs of the due date of opening at following portal address:- https://bheleps.buyjunction.in</p> <p>3. The same shall be opened at 14.00 Hrs onwards on the same day.</p> <p>4. Bids shall be submitted as per E-procurement system. Any other mode of submission of offer against aforesaid enquiry will not be entertained.</p> <p>5. For any Technical clarification, please contact Mr. Santosh Kumar, Sr. Mgr. /TBEM BHEL, Tower A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK, PLOT No-7, Sector-142, EXPRESSWAY NOIDA, NOIDA-201305, Ph.- 0120-6748523, 134 DISTT- GAUTAM BUDH NAGAR, UP E-mail : santosh.kumar@bhel.in</p> <p>For any commercial clarification please contact person issuing enquiry.</p> <p>6. Price bid should not contain any information / description / terms & condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p> <p>7. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. With-drawl of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>8. Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material There will be separate contract awarded for Supply portion and Site execution portion. For Supply portion General Terms and Conditions mentioned here shall be applicable for Site execution portion, Terms and conditions for Installation services shall be applicable. However, any breach in either of the contract shall be deemed as the breach of other contract also.</p>

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2.	<p>PRICES:</p> <p>A.1. Unless specifically indicated, all prices shall be FIRM. No enhancement of rate for whatever cause unless and until asked by BHEL will be allowed.</p> <p>A.2. PVC (if indicated) The prices to be quoted are with PVC with following formula.</p> <p><Formula></p> <p>The base indices in the formula shall be of first notification of ----- of the ----- month. The date of delivery shall be PO delivery date or date of actual despatch, whichever is earlier.</p> <p>B The prices shall be quoted by the vendors considering following.</p> <p>B.1. Unless specifically indicated, the prices shall be on Domestic basis.</p> <p>B.2. Prices are to be quoted considering following benefits:</p> <p>Custom duty:</p> <ol style="list-style-type: none"> 1. ----- 2. ----- 3. ----- <p>iii) In case of import benefit in deemed export projects, bidder to indicate import content (CIF value) in the price bid.</p>
	<p>B.3. Physical export (if indicated)</p> <ol style="list-style-type: none"> i) Prices are to be quoted considering following benefits <ol style="list-style-type: none"> 1. ----- 2. ----- ii) For availing above benefits BHEL shall provide following documents <ol style="list-style-type: none"> 1. 2. <hr/> <p>C. The prices are to be quoted on FOR (Destination) basis. The break-up of price shall be as under:-</p> <p>a) Ex-works Price: Ex- works price including packing & forwarding charges.</p> <p>b) Excise duty: ED as applicable is to be quoted as percentage in both un-price and price bid.</p> <p>c) Sales Tax: ST / VAT /CST (against C-form) to be quoted as percentage in un-price and price bid. In case of interstate sale-in-transit supplier have to provide E1/E2 form.</p> <p>e) Entry tax / Octroi Charges: Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p>

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	<p>f) Freight & Insurance: Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p>g) Type Test charges: If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them.</p> <p>h) Erection / Commissioning supervision charges: If asked in the technical specification, to be quoted separately along with taxes and duties applicable on them.</p> <p>Note: The purchase order shall be placed on Ex-works basis.</p>
3.	<p>TERMS OF PAYMENT :</p> <p>100% of Ex-works value along with 100% taxes, duties, Freight & Insurance within 60 days from the date of receipt of complete invoice with following documents in 3 sets (Original + 2 copies).</p> <ul style="list-style-type: none"> - Endorsed LR & MRC from site. - Excise invoice (if applicable) - Delivery Challan or Packing list (casewise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers, - MICC issued by BHEL, - Guarantee certificate, - copy of Performance Bank Guarantee - All Test reports and inspection reports, (Not to be given to Finance) <p><u>Terms of payment for Type test charges:</u> 100% payment with taxes and duties on acceptance of test reports by BHEL on certification by BHEL engineering within 60 days from the date of receipt of clear invoice.</p> <p><u>Terms of payment for Supervision charges:</u> 100% payment against completion with taxes and duties on certification by BHEL site within 60 days from the date of receipt of clear invoice.</p>
4.	<p>INTEREST LIABILITY</p> <p>In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>
5.	<p>GUARANTEE :</p> <p>The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, whichever ever is earlier. The defective material / component shall be replaced free of cost at site.</p>
6.	<p>PERFORMANCE BANK GUARANTEE :</p> <p>Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options.</p> <p><u>Option A</u> A single rolling Bank Guarantee of Rs 20 lakhs initially valid for one year for all the orders being executed for Transmission Business Group, BHEL.</p> <p><u>Option B</u> BG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery and 3 months claim period extra, over and above 18 months. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.</p>

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	<p><u>Option C</u> Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 21 months from the date of last delivery.</p> <p>The Bank guarantee shall be from State Bank of India / State bank of Hyderabad / State Bank of Travancore / State Bank of Mysore / Canara Bank / Bank of Baroda / Punjab National Bank / Deutsche Bank / HDFC Bank / Standard Chartered Bank / CITI Bank / ICICI Bank / IDBI Bank / HSBC / any other Nationalised Bank. The original BG should be sent by issuing Bank directly to AGM (Finance), TBG-Noida, BHEL.</p>
7.	<p>FINAL ENGINEERING DOCUMENTATION: Final documentation as called in the specification is to be submitted within 3 months from the date of despatch of material. In case of default, the Performance BG is liable to be en-cashed.</p>
8.	<p>INSPECTION : BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Despatch Clearance from BHEL. Supplier shall send inspection call on prescribed format (web site) only, with an advance notice of 15 days.</p>
9.	<p>DESPATCH DOCUMENTS : Following despatch documents are to be immediately sent to purchaser on despatch.</p> <ul style="list-style-type: none"> - Copy of Invoice & LR - Copy of delivery challan / packing list - Insurance certificate - Guarantee certificate
10.	<p>DELIVERY PERIOD: Bidder to specify delivery period in weeks from the date of LOI / PO. Time for conduction of type test, if required, is to be separately indicated. <u>Note:</u> LR date or Invoice date whichever is later shall be considered as delivery date.</p>
11.	<p>DELAYED DELIVERY: In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total P.O. Value per week or part there-of subject to maximum of 10% of total P.O. value will be withheld.</p>
12.	<p>VALIDITY : The offer shall be valid for 120 days from the due date of opening.</p>
13.	<p>ACCEPTANCE / REJECTION OF TENDER : BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.</p>
14.	<p>EVALUATION : Comparative statement shall be prepared Site wise based on overall quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done site-wise on the basis of delivered cost to BHEL. Site-Wise P.O. shall be placed.</p>
15.	<p>DEVIATION : The bids having deviation(s) w.r.to tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.</p>
16.	<p>ARBITRATION : All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating</p>

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	to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The arbitration and contract act 1996' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL.
17.	LEGAL SETTLEMENT : All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi
18.	SUBCONTRACTING : In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.
19.	RISK PURCHASE : 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.
20.	ADJUSTMENT OF RECOVERY: 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.
21.	FORCE MAJEURE CONDITION: If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.
22.	BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid. 'Common Guidelines for conducting Reverse Auction', are also available on 'Supplier Registration' page & 'Tender Notifications' page on BHEL website (www.bhel.com).
23.	Proposed Loading for commercial deviation will be as per annexure of loading criteria.
24.	Suspension of business dealings with suppliers/ contractors:- 'Guidelines for suspension of business dealings with suppliers/ contractors' are available on BHEL website www.bhel.com on "supplier registration page"
24.	Vendor approval:- Final acceptance of offer shall be subject to vendor approval from Customer (TESGENCO). Price Bid will be opened/ RA will be conducted as the case may be, only for those bidders in respect of which vendor approval is received from customer (TESGENCO).
25.	MSME benefit:- 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 EM II certificate along with CA certificate (Format enclosed as per Annexure I) applicable for the year, certifying quantum of investment in plant & 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.

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26.	<p>Non-conformities / errors / discrepancies in quoted prices in price bids shall be dealt as follows :-</p> <ul style="list-style-type: none"><li data-bbox="391 309 1422 539">a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.<li data-bbox="391 577 1422 640">b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.<li data-bbox="391 678 1422 808">c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. <p>If there is such discrepancy in an offer as mentioned in (a), (b) & (c) above, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the BHEL, the bid is liable to be ignored.</p>

Signature of Bidder
Seal

Annexure to Terms & Conditions

LOADING CRITERIA FOR DEVIATIONS TAKEN BY BIDDER ON:

Term of Payment

1. If a bidder asks for payment within specified no. of days from the date of receipt of invoice with complete documents as per "Terms of Payment" clause, loading to be done as follows:

a) Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6 % shall be considered for loading for the period of relaxation sought by the bidder.

60 days - No loading

DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:

Loading on this clause shall be to the extent to which it is not agreed by the bidder. (at offered value)

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: 02:00 PM on the same day.

Clause 2: PRICES

A.1.: **Applicable.**

A.2.: Not applicable

B.1.: Applicable

B.2. Not Applicable

B.3. Not applicable

Clause 3: TERMS OF PAYMENT

Terms for **BOI** is applicable

Clause 5: GUARANTEE: Same as per GTC.

Clause 6: PERFORMANCE BANK GUARANTEE: Same as per GTC

Clause 11: DELAYED DELIVERY:

In case of delay in execution of order beyond the lot wise contractual delivery. LD shall be levied as follows:

- a) 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.

Clause 16: ARBITRATION

The Arbitration shall be under "The Arbitration and Conciliation Act 1996".

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

Note:

1. Vendor has to quote their best possible delivery plan in activity schedule.
2. VAT charged, if any shall be quoted extra.
3. In case VAT is applicable, then Vendor has to give VAT invoice (irrespective of VAT benefit available or not)
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.

Pls refer RA guideline for Terms & Conditions of Reverse Auction.

5. Pre-Qualification Criteria:-

As Per PQR criteria mentioned in Tender Documents.

6. OFFER EVALUATION

- a) Evaluation of offers shall be done site-wise on the basis of delivered cost to BHEL. Site-Wise P.O. shall be placed.
- b) In case of offers from Indian vendors only - Evaluation shall be done on total package cost to BHEL.
- c) In case of offers from foreign vendors only - Evaluation shall be done on CIF (discharge port) basis and PO shall be placed on FOB/CIF basis.
- d) In case of offers from Indian and foreign vendors both - Evaluation shall be done on total package cost to BHEL.

7. LOADING CRITERIA:

Permissible commercial deviation & Loading Criteria:

TERMS OF PAYMENT:

If a bidder asks for payment within specified no. of days from the date of receipt of invoice with complete documents as per "Terms of Payment" at Clause. No. 3 of Terms & Conditions for Indigenous Tender Enquiry, loading to be done as follows:

- a) Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6 % shall be considered for loading for the period of relaxation sought by the bidder. **Loading shall be done on total cost to BHEL.**
- b) 60 days - No loading

DELAYED DELIVERY:

Any loading on LD clause shall be to the extent to which it is not agreed by bidder (at offered value).

INTENDED BENEFITS FOR MSE SUPPLIERS:

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 EM II certificate along with CA certificate (Format enclosed as per Annexure I) applicable for the year, certifying quantum of investment in plant & 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.

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: 02:00 PM on the same day.

Clause 2: PRICES

A.1.: **Applicable.**

A.2.: Not Applicable

B.1.: Applicable

B.2. Not Applicable

B.3. Not applicable

C. Price Break up should consist of the following:

- a- FOB port of Loading.
- b- Marine Freight and Insurance from load port to discharge port i.e. Any Indian sea port- preferably Chennai

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. BHEL reserves the right to place order either on FOB (load port) basis or CIF (Any Indian sea port- preferably Chennai) basis.

Clause 3: TERMS OF PAYMENT

Terms for **BOI** is applicable

LR to be read as Bill of Lading/AWB.

Clause 5: GUARANTEE: Same as per GTC.

Clause 6: PERFORMANCE BANK GUARANTEE: Same as per GTC.

Clause 11: DELAYED DELIVERY:

In case of delay in execution of order beyond the lot wise contractual delivery, LD shall be levied as follows:

- a) 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.

Clause 16: ARBITRATION

The Arbitration shall be under "The Arbitration and Conciliation Act 1996".

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

Note:

1. Vendor has to quote their best possible delivery plan in activity schedule.
2. 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.

Please refer RA Guideline for Terms & Conditions of Reverse Auction.

3. Pre-Qualification Criteria:-

As Per tender documents.

OFFER EVALUATION

- a) Evaluation of offers shall be done site-wise on the basis of delivered cost to BHEL. Site-Wise P.O. shall be placed.
 - b) In case of offers from Indian vendors only - Evaluation shall be done on total package cost to BHEL.
 - c) In case of offers from foreign vendors only - Evaluation shall be done on CIF (discharge port) basis and PO shall be placed on FOB/CIF basis.
 - d) In case of offers from Indian and foreign vendors both - Evaluation shall be done on total package cost to BHEL.
- 1- BHEL may arrange Marine shipment or exercise option for shipment by vendor at quoted F&I rates. BHEL reserves the right to place order either on FOB (load port) basis or CIF (Any Indian sea port- preferably Chennai) basis..
 - 2- For evaluation, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (part-I in case of two part bid) shall be considered.
 - 3- Following details regarding shipment shall also be mentioned to arrange logistics for the same-
 - a) No. of package.
 - b) Size and Weight (Net & Gross) of each package.
 - c) No. of containers required with type of container & size of container.
 - d) Type of cargo (Break Bulk/LCL/FCL).
 - e) Custom Tariff No.

4. LOADING CRITERIA:

Permissible commercial deviation & Loading Criteria:

TERMS OF PAYMENT:

If a bidder asks for payment within specified no. of days from the date of receipt of invoice with complete documents as per "Terms of Payment" at Clause. No. 3 of Terms & Conditions for Indigenous Tender Enquiry, loading to be done as follows:

- a) Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6 % shall be considered for loading for the period of relaxation sought by the bidder. **Loading shall be done on total cost to BHEL.**
- b) 60 days - No loading

DELAYED DELIVERY:

Any loading on LD clause shall be to the extent to which it is not agreed by bidder (at offered value).

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....,
Category: (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

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

Enquiry No. 356G006 Dtd. 08.06.16

PQR Criteria for Lead Acid Plante Type Battery of TESGENCO, Bhadradi & Kothagudem Project

- The Bidder should have manufactured and supplied at least two (2) numbers of highest offered rating or above of high discharge type Plante positive plate type battery at least one (1) each at two (2) different industrial installations, which should be in successful operation for at least two (2) years as on date of techno-commercial bid opening.

Note: - Final acceptance of offer shall be subject to vendor approval from Customer (TESGENCO). Price Bid will be opened/ RA will be conducted as the case may be, only for those bidders in respect of which vendor approval is received from customer (TESGENCO).