

INSTRUCTION FOR SUBMISSION OF TENDER

1. The offers against the enquiry shall be submitted in two parts. The first part called Techno-commercial bid i.e. Part-A shall be un-priced. Duly signed copy of annexures I, II, III, IV, V, VI (unpriced bid copy) & VII shall be submitted by supplier in techno-commercial bid as a token of acceptance of our tender terms & conditions. If above said signed documents are not submitted the offer shall be liable for rejection. The second part called Price-bid i.e. Part-B shall be submitted in the format only given in annexure -VI.
2. The vendors shall submit Part-A and part-B of their bids in two different sealed envelopes duly super scribing- Enquiry No. and part No. of the bid. These two parts of the bid shall be kept together in the third envelope giving enquiry No. due date and time of opening as indicated the tender document (Enquiry No..... due date on, 13.15 Hrs)
3. Part-A of the bid alone shall be opened on the due date in presence of the tenderers in the first instance. This part of the bid shall be examined in detail. Part-B of the bid shall be opened only for those tenderers whose Techno Commercial offers are found acceptable by BHEL. Such tenderers shall be advised the date and time of opening of part B i.e. price part to their bids. Tenderers must carefully go through all the instruction and conditions before filling in part B of the bid. Any type of mistake in submission of the bids will make the tender liable for rejection.
4. The bids shall be submitted only in the format given in the tender documents. It may be noted that each page of the tender document has been signed. While submitting the bid, these very pages are to be used in original. The tenderer is also required to sign and stamp each and every page of the tender document clearly bringing out deviations, if any.
5. Tenders not complying with the above and other requirements of the tender shall be liable for rejection. Tenderers are therefore advised to read all the documents carefully before submission of the bids and ensure the fulfillments of the technical and commercial parameter.
6. It must be clearly understood that the order concluded pursuant to this tender enquiry shall be governed by the General terms & conditions of the contract as pre-printed overleaf of the enquiry.
7. No over-writing in any of the documents of Part-A of Part-B is permitted. Corrections in the bid should normally be avoided. However, when these become essential, bidder shall strike out the incorrect information and put

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the correct information duly endorsing each correction with his signatures.

We confirm above instructions have been fully understood. We further confirm that price bid has been submitted exactly in line with format at annexure- III without addition of any other terms & conditions and if the price bid is found to be conditional (e.g. minimum order quantity , slab rate, discount for quantity, deviation in payment terms etc.) BHEL has full right not to accept our offer.

Signature:
Name.....
Designation.....
Seal.....

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Qualifying criteria

A. Supplier should be manufacturer of crepe paper covered copper cable and they should submit the certificate of registration, manufacturing, testing facility in support of this.

B. Supplier should have executed at least 03 purchase orders of minimum of 250 Mtrs such cables from reputed power transformer manufacturer (i.e BHEL, Crompton, Areva, Bharat Bijli, ABB, Seimen, Vijay Electrical, Emco and Kanohar etc) during previous 2 years ending on 31.03.14. Copy of POs to be furnished along with offer.

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COMMERCIAL TERMS & CONDITIONS

1. This tender is for rate contract purpose. Rate contract shall be valid for ordering of one year from the date of finalization and supply upto 3 months thereafter. The contract may be extended for maximum one year (or part thereof) on mutual consent.
Regular PO on need basis will be placed by BHEL as and when required under the provision and during the validity of the rate contract.
2. **Scope of supply:** Supply of crepe paper covered copper cable as per below detail-

ITEM NO.	ITEM DESCRIPTION	QTY (MTR)
1	CREPE PAPER COVERED FLEXIBLE COPPER CABLE TO CPS AA 28502 REV 02 IN SIZE:-35 SQ MM X 3.00 MM R I CABLE SHOULD BE SUPPLIED IN DRUMS FROM 500 TO 1000 MR WITHOUT JOINT. COPPER WT. 0.313 KGS/MR.	1000
2	CREPE PAPER COVERED COPPER FLEXIBLE CABLE TO CPS AA28502 REV 02 SIZE 35 SQ MM X 7 MM RI CABLE SHOULD BE SUPPLIED IN DRUMS FROM 500 TO 1000 MR WITHOUT JOINT. COPPER WT. 0.313 KGS/MR.	3000
3	CREPE PAPER COVERED FLEXIBLE COPPER CABLE TO CPS AA 28502 REV 02 IN SIZE:-70 SQ MM X 3.00 MM R I CABLE SHOULD BE SUPPLIED IN DRUMS FROM 500 TO 1000 MTR WITHOUT JOINT COPPER WT. 0.625 KGS/MR..	12000
4	CREPE PAPER COVERED COPPER FLEXIBLE CABLE TO CPS AA28502 REV 02 SIZE 70 SQ MM X 7 RI CABLE SHOULD BE SUPPLIED IN DRUMS FROM 500 TO 1000 MR WITHOUT JOINT COPPER WT. 0.625 KGS/MR.	2000

5	CREPE PAER COVERED FLEXIBLE COPPER CABLES TO CPS AA 28502 REV 02 AND IN SIZE:-95 SQ MM X 3.00 MM RI CABLE SHOULD BE SUPPLIED IN DRUMS FROM 500 TO 1000 MTR WITHOUT JOINT. COPPER WT. 0.848 KGS/MR.	15000
6	CREPE PAPER COVERED COPPER FLEXIBLE CABLE TO CPS AA28502 REV 02 SIZE 95 SQ MM X 7 RI CABLE SHOULD BE SUPPLIED IN DRUMS FROM 500 TO 1000 MR WITHOUT JOINT. COPPER WT. 0.848 KGS/MR.	6000
7	CREPE PAPER COVERED COPPER CABLE TO CPS AA28502 REV 02 SIZE 120 SQMM X 3 RI CABLE SHOULD BE SUPPLIED IN DRUMS FROM 500 TO 1000 MTR WITHOUT JOINT. COPPER WT. 1.072 KGS/MR.	5000
8	CREPE PAPER COVERED COPPER CABLE TO CPS AA28502 REV 02 SIZE 120 SQMM X 7 RI CABLE SHOULD BE SUPPLIED IN DRUMS FROM 500 TO 1000 MTR WITHOUT JOINT. COPPER WT. 1.072 KGS/MR.	2000
9	CREPE PAPER COVERED COPPER CABLE TO CPS AA28502 REV 02 AND TO SIZE : 185 SQ MM X 3 RI CABLE SHOULD BE SUPPLIED IN DRUMS FROM 500 TO 1000 MTR WITHOUT JOINT. COPPER WT. 1.652 KGS/MR.	5000
10	CREPE PAPER COVERED COPPER CABLE TO CPS AA28502 REV 02 AND TO SIZE : 185 SQ MM X 7 RI CABLE SHOULD BE SUPPLIED IN DRUMS FROM 300 TO 500 MTR WITHOUT JOINT. COPPER WT. 1.652 KGS/MR.	4000
11	CREPE PAPER COVERED FLEXIBLE COPPER CABLE TO CPS AA 28502 REV 02 SIZE 300 SQ MM X 7 RI CABLE SHOULD BE SUPPLIED IN DRUMS FROM 300 TO 500 MTR WITHOUT JOINT. COPPER WT. 2.679 KGS/MR.	2500

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3. The order shall be awarded for supply on finished basis. Price on finished basis shall consist of basic copper rates and fabrication rates.

4. Offers shall be submitted in two bid i.e. part A & part B.

"Part A" called techno-commercial bid shall be unpriced consisting of following :-

i) Technical details.

ii) Detail for copper price calculation consisting of following:

- **LME CSP & exchange rate (SBI TT selling rate)** : This will be unknown.
- **Premium**: To be quoted by supplier. This will remain firm throughout the validity of contract.
- **Finance & handling (F&H) charges**: To be quoted by supplier.
- **Multiplying factor & other applicable charges (if any)**: To be quoted by supplier.

NOTE: Copy of sample calculation sheet for calculation of copper price based on unknown LME & exchange rate (i.e. of any date) and applicable charges as stated above shall be submitted along with techno-commercial bid.

"Part B" called price bid and total fabrication charges (Rs./mtr) on for BHEL Jhansi basis inclusive of packing, forwarding, freight & insurance charges shall be quoted by supplier in this part only. **Price bid shall be submitted in format as given in annexure VI.**

5. Final price (Rs./mtr) in purchase order on finished basis shall consist of basic copper rates and fabrication rates as below-

FINAL ITEM RATE IN RS./MTR=
=(COPPER RATE IN RS./KG X FACTOR FOR NET COPPER WT IN
KG/MTR AS GIVEN IN ITEM DESCRIPTION) + QUOTED
FABRICATION CHARGES IN RS./MTR

a) Copper rates in Indian rupee shall be calculated based on below:

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- i) **LME CSP & TT selling rate** : This will be corresponding to LME CSP & TT selling rate of the 3rd LME working day from the date of letter of intent/instruction for copper booking. Wherever TT selling rate for US\$ is not declared/published, the same of last bank working day will be taken for calculating PO rate.
 - ii) **Premium**: As quoted by supplier. This will remain firm throughout the validity of contract.
 - iii) **Finance & handling (F&H) charges**: As quoted by supplier.
 - iv) **Multiplied factor & other applicable charges**: As quoted by supplier.

b) Fabrication rates:- Total fabrication rates (Rs./mtr) as quoted by supplier /as finalized.

6. COPPER BOOKING SHALL BE GIVEN FOR REQUIRED QTY AS CALCULATED BELOW:-

FOR EXAMPLE, ITEM NO.1:

QTY = 1000 MTR

NET COPPER WT = 0.313 KG/MTR

TOTAL NET COPPER WT = 1000 X 0.313 = 313 KG.

NOTE: COPPER BOOKING WILL BE GIVEN ONLY FOR NET COPPER WEIGHT IN REQUIRED QUANTITY (LENGTH) OF CABLE. REFER ANNEXURE IV FOR NET COPPER WEIGHT CALCULATIONS.

7. The validity of the quotation shall be for a period of 90 days from the opening date of tender.
8. **Payment Terms:**
100% payment after 60 days of receipt and acceptance of material at BHEL works. The suppliers who are availing MSMED facility (payment by BHEL within 45 days of DRS if there is no objection) with us will continue to get this facility. This facility can be extended to other eligible suppliers also. For other suppliers, standard payment terms shall be applicable for deciding tender. Both payment terms will be treated at par.

To continue availment of MSME benefits supplier has to submit recertification from chartered accountant as per "CA certificate-MSME" (available on BHEL Jhansi supplier information portal- www.Bheljhs.co.in) along with the quote.
9. "Offer based on firm prices or offers with PVC based on other base price shall be liable for rejection".
10. For evaluation purpose, LME & SBI TT selling rate as on techno commercial bid (part - A) opening date shall be considered. If on bid

opening date is holiday then last LME working day prior to bid opening (part-A) shall be considered.

- 11. Octroi, entry tax or any other taxes/duties/levies, if applicable / imposed shall be payable extra as applicable at the time of despatch.
- 12. The bidders are requested to indicate their production capacity in MT/ month which will be available for BHEL Jhansi during this contract validity period. Imposition of LD due to late delivery and risk & cost purchase will be done on suppliers failing to meet delivery commitment since BHEL will be committing large quantity based on your capacity declaration.

13. **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 their necessary 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.

Information and General Terms and conditions governing RA are mentioned in annexure-IX.

- 14. **Manner of Splitting of rate contract quantity** : The rate contract may be finalized with more than one vendor. However, allocation of rate contract quantity will be in decreasing order (max quantity to the lowest bidder L1, then to L2, L3 etc considering their capacity & delivery / production requirement of BHEL. The rate contract will be established with in n suppliers (n being variable depending on response of counter offer of L1 landed rate but limited to 2 to 3)

The distribution of rate contract quantity shall be as follows :

Rank*	Weightage	% Share
1 (vendor with lowest rate)	n	$n/Z \times 100$
2	n-1	$(n-1)/Z \times 100$
3	n-2	$(n-2)/Z \times 100$

Signature

4	n-3	n-3 / Z X 100
n (Vendor who has accepted counter offer & has bid highest rate among 1 to 'n')	1	1 / Z X 100

$$\text{Total Z} = \frac{n(n+1)}{2}$$

L1 and those vendors who accept counter offer have to accept distribution of quantity as above.

***Rank of Suppliers among L1 and those who have accepted counter offer (from lowest rate to highest rate)**

- 15. The L1 rate will be counter offered in sequence to L2 L3 , L4(Low to high).....for acceptance till a total of required vendors are available for finalization of rate contract at L1 negotiated rate.
- 16. L1 will be decided on overall L1 basis by calculating weighted average of rates i.e.

$$\frac{\text{Summation of (Quantity of each item X rate of individual item)}}{\text{Total quantity}}$$

- 17. Quantity of individual item given in enquiry is indicative only. It may vary in +-30%. This quantity and variation +-30% is for evaluation of value of RC. During execution of RC awarded to a vendor, quantity of individual item may vary in any ratio but it is limited to total value calculated on the basis of quantity of individual item awarded to vendor limited to +-30% of the value of RC.
- 18. Duly signed copy of mandatory sheet regarding instruction to bidders for compliance shall be submitted along with techno-commercial bid. Sheet is enclosed herewith as annexure VII.
- 19. All the cables should be marked at every 50 meter for verification of length at BHEL Jhansi on random basis.
- 20. In case of distribution of quantity with more than one supplier, percentage ordering may vary depending on performance & delivery rate of vendor.

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21. Offer received with any conditions not mentioned in our tender e.g. minimum ordered quantity, with non std. Terms of payment, slab wise rate etc. shall be liable for rejection.
22. About 10-15% of total quantity of RC may have to be delivered in small quantity lots i.e. quantity less than 2-3 MT on FOR BHEL Jhansi basis. Suppliers to take care of this requirement while submitting their prices.
23. BHEL reserves the right to enter rate contract for full or part quantity without assigning any reasons.
24. Blank price bid/ copy of price bid after erasing price must be submitted alongwith techno-commercial bid.
25. **Liquidated Damage (L.D.):**
Failure to supply by the time specified on the order will make the supplier liable to pay unconditional penalty of ½% the prices of goods in arrear per week subject to a maximum of 10% of the order value.
26. **Guarantee:**
In case an order is placed, supplier shall be required to guarantee for smooth and satisfactory performance of the equipment for a period of 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier and certificate must be issued to this effect. Necessary instruction booklets for operation and maintenance are to be sent with supply, where applicable.

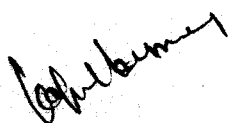
NOTE: If any of the tender conditions are not accepted the offer shall be liable for rejection.

Signature:
Name.....
Designation & seal of company.....

Department

Annexure – IV**NET COPPER WEIGHT CALCULATION FOR COPPER BOOKING**

Item no.	Qty (mtr), [A]	Factor for Net copper Wt. (kg), [B]	Net copper Wt. (kg), [C]=[A]*[B]
1	1000	0.313	313
2	3000	0.313	939
3	12000	0.625	7500
4	2000	0.625	1250
5	15000	0.848	12720
6	6000	0.848	5088
7	5000	1.072	5360
8	2000	1.072	2144
9	5000	1.652	8260
10	4000	1.652	6608
11	2500	2.679	6697.5
Total			56879.5



Annexure - V**TECHNO COMMERCIAL BID PART-A E-0930305**

(Supplier should fill up this bid by putting the tick in accepted/ non accepted column)

SUPPLIER'S NAME & ADDRESS

.....

TECHNICAL PART

A.	Crepe paper covered copper cable shall be supplied as per specification & detail given in enquiry, Total 11 items	Accepted/Not accepted
B.	Capacity reserved for BHEL Jhansi in MT MT Per Month
	 MT Per annum
C.	Test certificate shall be submitted alongwith supply	Accepted/Not accepted
	<u>COMMERCIAL PART</u>	
D.	Penalty clause as well as other conditions given in tender Terms & Conditions and Standard enquiry terms & conditions are acceptable to us.	Accepted/Not accepted
E.	Fabrication rates quoted in the price bid are on F.O.R. BHEL Jhansi basis inclusive of packing, forwarding, freight & insurance charges	Accepted/Not accepted
F.	Validity of the rates quoted is 90 days from the date of opening of tender.	Accepted/Not accepted
G.	Delivery period in no. of weeks from the date of PO
H.	BHEL may finalize the order on the basis of rate obtained either through Reverse Auction or through sealed price bid.	Accepted/Not accepted
I.	100% payment after 60 days of receipt and acceptance of material at BHEL's works (not applicable for suppliers availing MSMED facility, mention if MSMED supplier and enclose certificate).	Accepted/Not accepted MSMED-Yes / No
J.	One single rate for each enquiry item has been quoted with price bid (Part B of offer) which is not linked with quantity or any other condition not included in BHEL terms & condition.	Accepted/Not accepted
K.	Applicable rate of excise duty on finished product

Tender rate contract

Kapil Kumar

L	Applicable rate of sales tax on finished product (CST/VAT)
M	Copy of blank price bid submitted along with techno-commercial bid	Yes / No
N	We confirm documents as per Annexure II has been submitted for qualifying criteria. Offer of vendors failing to give relevant documents/details fulfilling qualifying criteria will be liable for rejection. Price bid of those vendors who have fulfilled qualifying conditions and are techno commercially acceptable will be considered.	Accepted/Not accepted
O	Please note that in case of any contradiction between tender Terms & Conditions and standard Terms & Conditions, tender terms & Conditions shall prevail.	Accepted/Not accepted
P	Para wise deviation if any to above specific terms & conditions has to be given separately.	
	Note : If any of the above conditions are not accepted the offer shall be liable for rejection.	

Email Id : _____
 Telephone No. : _____
 Fax No : _____
 Person to be contacted:.....

Signature bidder.....
 Name.....

Handwritten signature

PART - B
PRICE - BID

To,
The Sr.Manager(MM)
BHEL JHANSI- 284 129

Subject: Price bid against your enquiry for crepe paper covered copper cable, enquiry No. E0930305

Dear sir,

1. We are quoting minimum fabrication rate (Rs. / mtr) on FOR BHEL Jhansi basis inclusive of packing, forwarding, freight and insurance charges.
2. Basic Fabrication rates for crepe paper cable, as per detail given in enquiry are as below:

Enq item No.	Item size (MM)	Fab.Rate (Rs./mtr)
1	35 sq mm x 3 mm RI	
2	35 sq mm x 7 mm RI	
3	70 sq mm x 3 mm RI	
4	70 sq mm x 7 mm RI	
5	95 sq mm x 3 mm RI	
6	95 sq mm x 7 mm RI	
7	120 sq mm x 3 mm RI	
8	120 sq mm x 7 mm RI	
9	185 sq mm x 3 mm RI	
10	185 sq mm x 7 mm RI	
11	300 sq mm x 7 mm RI	

Weighted average=

Summation of (Qty of each item X rate of individual item)

Total quantity

= -----Rs./mtr

NOTE: The price bid submitted in any other fashion or by adding any condition (e.g minimum order quantity, rate applicable for specified quantity, discount for quantity, rate based on slab, rate based on terms of payment etc.) shall be straight away REJECTED even if offer has been found technically acceptable before opening of price bid.

Signature bidder.....

Name.....

Designation.....

Seal of Company.....

babubhai

Annexure - VII**Mandatory sheet regarding instruction to bidders for compliance**

(to be necessarily signed by bidder & submitted along with offer)

Enquiry No. E..... (Rev.....) Due on

Sl. No.	Description	Confirmation by vendor
1.	(a) We confirm that our offer meets in toto all the technical requirements as given in the enquiry item description, technical annexure & remarks of the tender.	Accepted
	(b) Technical deviations, if any, are to be clearly brought out in offer itself. (Note: offers with technical deviations are liable for rejection)	Accepted
2.	(a) We confirm acceptance of all the commercial terms & conditions of purchase enquiry.	Accepted
	(b) Commercial deviations, if any, are to be specifically brought out in offer itself.	Accepted
3.	Terms of payment:	
	(a) <u>BHEL standard terms of payment:</u> Our standard payment term is, "100% payment after 60 days of receipt and acceptance of material at BHEL works." The supplier, who are availing SIDBI/HDFC bill discounting facility (payment by BHEL in about 120 days from the date of invoice) with us will continue to get this facility. These payment terms will be treated at par with standard terms of payment. The bidders, who are registered with BHEL under micro & small categories (refer MSMED ACT 2006) & quoted payment within 45 days of DRS, if there is no objection will also be treated at par with standard terms of payment.	Accepted
	(b) <u>Any other payment term like:</u> Advance/LC etc. will not be accepted from indigenous vendors. Offers received with this payment term shall be rejected. BHEL will load total outflow in case of alternate payment terms, as follows: <ul style="list-style-type: none"> For documents through bank/COD (cash on delivery i.e. against DRS): For 75 days @ (base rate of SBI+6%) per annum For CAD (cash against dispatch): For 90 days @ (base rate of SBI+6%) per annum Base rate of SBI shall be taken as the rate applicable on the date of 'techno-commercial bid' opening date. Base rate of SBI is available at SBI site. In case where there are deferred payment terms i.e. payment in more than one stage, loading shall be done on pro-rata basis on the deferred amounts.	Accepted
4.	<u>Liquidated Damage (L.D.):</u> Failure to supply by the time specified on the order will make the supplier liable to pay unconditional penalty of 1/2% the prices of goods in arrear per week subject to a maximum of 10% of the order value.	Accepted

5.	<p>Guarantee: In case an order is placed, supplier shall be required to guarantee for smooth and satisfactory performance of the equipment for a period of 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier and certificate must be issued to this effect. Necessary instruction booklets for operation and maintenance are to be sent with supply, where applicable.</p>	Accepted
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Note-

1-The above terms & conditions shall be read in conjunction with BHEL's standard terms & conditions of enquiry, wherever difference in terms & conditions is there, the terms & conditions mentioned in this mandatory sheet shall prevail.

2- In case of any discrepancy/deviation in terms & conditions accepted in mandatory sheet and given in the offer, their acceptance given on mandatory sheet shall be considered.

Signature

Name

Company's Name

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Signature

General Terms and Conditions for purchase enquiry:

SN	Term and Conditions
1	Offer must be submitted in a sealed cover. The cover should bear our enquiry number, due date of opening and name of her bidder.
2	When offer is invited in two bids, outer cover, inner cover-I (Techno Commercial bid) and inner cover -II (Price-Bid) must bear our tender no., due date and bidders name. Offers received in single bid will be by passed.
3	The offer should reach this office on or before 13:15 hrs. on the due date. The tender can also be dropped in the Tender Box kept at Administrative Building Gate. The tenders will be opened after 14:00 hrs. on the due date in presence of all bidders who will be present.
4	Offer should be free from overwriting or erasures. Corrections or additions, If any should be attested.
5	No enhancement of rate for whatever cause in allowed once the offer is accepted and the order is placed. Withdrawal from the quotation after it is accepted or failure to make the supply within the schedule period will entail cancellation of order, forfeiture of earnest money if any and/or imposition of risk & cost purchase.
6	Material offered should be of required quality and conforming strictly to our specification/drawings or to the specifications in the drawings. Any deviation must be clearly stated in the offer with particular clause/detail in our specification/drawing for which deviation is quoted. All required documents/details e.g. QA Plan, type TCs, drawings and date sheet etc. must be submitted along with the offer.
7	Irrespective of whether it is mentioned in our specification, all machines/equipments are required to be calibrated in metric units and certificates "must be issued where applicable".
8	Work test certificates/Inspection certificates/guarantee certificate/compliance certificate, etc. will be required to be submitted along with supplies in case an order, is placed.
9	In case an order is placed, supplier shall be required to guarantee for smooth and satisfactory performance of the equipment for a period of 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier and certificate must be issued to this effect. Necessary instruction booklets for operation and maintenance are to be sent with supply where applicable.
10	Sample must be submitted where specified so as to reach us on or before the due date of tender.
11	Required lead time for affecting supplies along with available capacity should be indicated in the offer.

12	Failure to supply by the time specified on the order will make the supplier liable to pay unconditional penalty of ½% of the prices of goods in arrear per week subject to a maximum of 10% of the order value unless agreed otherwise.
13	The quantities for each item to be purchased may vary from the tendered quantity according to our actual requirement at the time of placing orders.
14	Our standard terms of payment is 100% payment after 60 days of acceptance of material at our works. In no case, interest for overdue period will be borne by BHEL. Advance or LC payment terms shall generally not be considered and offers received with other than our standard terms of payment can be bypassed (except SIDBI discounting facility will be accepted for suppliers to whom this facility has been granted).
15	Bharat Heavy Electricals Ltd. Does not bind itself to accept the lowest of any tender, but reserves to itself the right to accept or reject all or a part of any tender at its discretion following BHEL Purchase Policy & government guidelines.
16	16. In all cases of disputes, the matter shall be referred for arbitration. The arbitrator shall be nominated by the Unit Head, Bharat Heavy Electricals Ltd., Jhansi or any other officer nominated by him. The award of arbitrator shall be final and binding on both the parties.
17	In case of any suit or other legal proceedings under or relating to this tender, the courts at Jhansi shall have full, jurisdiction.
18	Total delivered cost at BHEL Jhansi Railway siding/Works shall be the criterion for deciding the tender.
19	Unless otherwise specified, offer should be on ex-works basis with freight & insurance to be borne by BHEL.
20	Your quotation against this enquiry must be valid for ordering up to minimum of 90 days from the date of tender opening.
21	ADDITIONAL FOR INDIAN SUPPLIERS: i) If any material is booked to selves or if it is not consigned to BHEL Jhansi, any warfage or demurrage occurring from these shall be to the account of supplier. In case of road transport, material shall be booked only through our rate contract transporters mentioned in the purchase order. ii) Where there is provision for payment of Sales Tax extra, it will be paid only if the registration number both under State Sales Tax and Central Sales Tax are specially mentioned on the bill/invoice. Your Sales Tax Registration number should be mentioned in the offer positively. iii) Excise duty Gate Pass will be required in original. Applicable taxes & duties must be included in the offer.
22	ADDITIONAL FOR FOREIGN SUPPLIER: i) For documentation and correspondence language shall be English only.

ii) Rates quoted should be on FOB basis. All dispatches are to be made by sea by IPBC conference vessels only unless otherwise stated in purchase order.

iii) Agency commission, if any, will be paid out of the FOB value after receipt & acceptance of material at BHEL Jhansi in Indian Rupees. TT buying exchange rate prevailing on the tender opening date or the letter of credit date or date of purchase order whichever is lowest will be considered for calculating the agency commission.

iv) The rates quoted should be inclusive of charges of packing and delivery of material upto the port of shipment on FOB terms. The material is required to be packed suitably in all respects considering the peculiarity of the material for normal transport by Sea/air and subsequently by Rail/Road in India suitably protected against the effect of tropical salt laden atmosphere in the event of consignment being delayed at Indian Ports before outward clearance. You should also furnish details of shipping specification, sizes, volume, weight, number of cases etc. When articles are packed with packing material of plant origin, phytosanitary certificate will be required.

v) Our standard terms of payment are 100% payment through bank against dispatch documents or 100% through sight irrevocable & unconfirmed letter of credit.

23 Please also refer to our tender for any other terms and conditions.

GENERAL 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 has provided the calculation 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,

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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.