

Bharat Heavy Electricals Ltd.,

(A Government of India undertaking)

Electronics Division

PB No.2606, Mysore Road, Bangalore-560026, India

Tel **080-26998952** / email: **mary@bheledn.co.in**

Sealed quotations are invited under two part bid system for supply, installation & commissioning of LN2 & LO2 as per BHEL drawings and technical Specifications PS-439-338.

RFQ NO and date	MRY0000983 dated 21.06.2016
RFQ due date	13.07.2016 up to 13.00 hrs of Indian standard time.
Date, Time & Venue of Technical Bid Opening	13.07.2016, 13.30 hrs New Engineering Building 2nd Floor Bharat Heavy Electricals Limited PB NO 2606, Mysore road, Bangalore-560 026. INDIA
Date, Time & Venue of Price Bid opening	Will be intimated later for technically accepted vendors
Address for Communication & Contact Person in BHEL	Ms. Mary Varghese/ Mr. Suryaprakash T R, SC&PV MM Department, BHEL Electronics Division, PB NO 2606, Mysore road, Bangalore-560 026. INDIA Email: mary@bheledn.co.in , suryaprakash@bheledn.co.in Telephone number: +91 80 26998952, +91 80 26998366

Signature of Tenderer with Seal

BHEL RFQ No. : MRY0000983 dated 21.06.2016 due on 13.07.2016
Item Description : Supply, Installation & commissioning of LN2 & LO2
Quantity : LN2 2*10KL ; LO2 1*1KL
Supplier Name :

Bidders Details

Registered Office:-

Address :

Telephone No. :

Email :

Manufacturing plant:-

Address :

Telephone No. :

Email :

Contact person :-

Name:

Office Address :

Telephone No. :

Mobile No. :

Email :

Signature of Tenderer with Seal

SPECIAL TERMS & CONDITIONS

1. Quotation shall be submitted in **two parts**:

(a) Techno-Commercial i.e., Un-priced Bid: Techno-commercial bid shall be submitted with complete description of the item, specification compliances to the enquired specification and all the commercial terms & conditions indicated in the given format. Any other enclosure, which the supplier wishes to submit like product catalogue, technical literature etc., may also be submitted in a sealed envelope super scribed clearly as **“TECHNO-COMMERCIAL BID” with RFQ No. and DUE DATE**. Techno- commercial bid format is provided with this document.


(b) Price Bid: Price bid should contain basic unit prices, discount if any, applicable taxes & duties, etc. Price bid to be enclosed in one sealed envelope and super scribed as **“PRICE BID” with RFQ No.**

Both the sealed envelopes [(a) Techno-commercial i.e., un-priced Bid and (b) Price Bid] shall be kept in a **single sealed envelope** and super scribed clearly with **RFQ No., DUE DATE and vendor’s address**.

2. The above sealed envelope (Tender) shall reach our office on or before the due date by **13:00 hrs (IST)**. Quotations has to be dropped in the **tender box No 6** kept at BHEL-EDN’s Reception area. Quotations also can be dispatched by Couriers / Registered post / to the Purchase Executive. BHEL EDN is not responsible for any delay in receipt of quotation sent by supplier through post. Tenders received after 13.00 hrs on the due date, will not be considered and stand rejected.
3. **Authorized signature:** All documents attached along with the offer shall be signed and stamped in each page by authorized representative of the bidder.
4. **Fraud Prevention Policy:** The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
5. **Deviations in BHEL terms:** Deviation (if any) w. r. t. our technical & commercial requirements shall be specifically mentioned in a separate sheet marked as ‘Exceptions & Deviations’.

Signature of Tenderer with Seal

REQUEST FOR QUOTATION

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: MRY0000983 RFQ DATE : 10.06.2016	Due Date/Day: 13.07.2016 WED Time : 13:00 HRS Tender Box : Reception Area Opening Venue: NEW ENGG. BLDG
MMI:PU:RF:003	(address for communication) :		(for all correspondence)
		Purchase Executive : MARY VARGHESE Phone : 26998952 Fax : 00918026989219 E-mail: mary@bheledn.co.in	


- 1)L1 will be calculated on total cost to BHEL for LN2 & LO2 TOGETHER.
 2)The quantity mentioned in tender is requirement of LN2 & LO2 for 3 years.
 3)LO2 supply to be made within 24 hrs. of our communication.
 4)Penalty will be applicable for supply & commissioning IF not completed within 3 months from PO date.
 5)Monthly facility charges for 3 years for 2 nos. of LN2 & 1 No LO2 to be one single invoice for a month.
 LN2 & LO2 -PVC
 Base price for diesel & industrial electric power at Bangalore on RFQ date will be considered for evaluation.
 Rates will be constant for a quarter.
 DIESEL PRICE WILL BE REFERRED FROM WEBSITE mypetrolprice.com
 LN2
 A)DIESEL PRICE:FOR EVERY 1 RUPEE CUMMULATIVE INCREASE/DECREASE IN COST OF DIESEL PER LITRE, BASIC RATE OF LN2 WILL BE INCREASED /DECREASED BY 11 PAISA PER KG.
 B)ELECTRIC POWER PRICE: FOR EVERY 1 PAISA INCREASE/DECREASE IN COST OF ELECTRIC POWER PER KWH, LN2 BASIC PRICE WILL BE INCREASED/DECREASED BY 1.4 PAISA PER KG.
 LO2
 A)DIESEL PRICE:FOR EVERY 1 RUPEE CUMMULATIVE INCREASE/DECREASE IN COST OF DIESEL PER LITRE, BASIC RATE OF LO2 WILL BE INCREASED /DECREASED BY 15 PAISA PER KG.
 B)ELECTRIC POWER PRICE: FOR EVERY 1 PAISA INCREASE/DECREASE IN COST OF ELECTRIC POWER PER KWH, LO2 BASIC PRICE WILL BE INCREASED/DECREASED BY 1.2 PAISA PER KG.

SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	E & C of 1X1KL LO2 Tank	1	AU	1	07.10.2016
2	PV0679039457 Monthly Facility Charge 2X10KL LN2 Tank Doc No.- PS439338 Rev - 00	36	MON	36	24.10.2019
3	PV0679039465 LIQUID NITROGEN LN2 Doc No.- PS439338 Rev - 00 Test Certificate	2,730,000	KG	2,730,000	21.10.2016
4	PV0679039473 Monthly Facility Charge 1 X 1KL LO2 Tank Doc No.- PS439338 Rev - 00	36	MON	36	24.10.2019
5	PV0679039481 LIQUID OXYGEN LO2 Doc No.- PS439338 Rev - 00 Test Certificate	85,700	KG	85,700	21.10.2016
Total Number of Items - 5					

TWO PART BID - SUBMIT TECHNICAL AND PRICE BID IN SEPARATE SEALED COVERS

NOTES : 1.This RFQ is Governed by : a)INSTRUCTIONS TO BIDDERS/SELLERS(Doc No :BHEL:EDN:ITB-SHOP) available at www.bheledn.com (RFQ-PO Terms & Conditions) b)GENERAL CONDITIONS OF CONTRACT FOR PURCHASE(Doc no :BHEL:EDN:GCC-SHOP) available at www.bheledn.com (RFQ-PO Terms & Conditions) c)Any other specific Terms and Conditions mentioned. 2. Bidders / Representatives who would like to be present during opening of offers are required to furnish authorization letter for the same.	For and On behalf of BHEL. MARY VARGHESE Semiconductors & Pho 1 OF 2
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REQUEST FOR QUOTATION

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: MRY0000983 RFQ DATE : 10.06.2016	Due Date/Day: 13.07.2016 WED Time : 13:00 HRS Tender Box : Reception Area Opening Venue: NEW ENGG. BLDG
MMI:PU:RF:003			
(address for communication) :		(for all correspondence)	
		Purchase Executive : MARY VARGHESE Phone : 26998952 Fax : 00918026989219 E-mail: mary@bheledn.co.in	

1.

2.

TWO PART BID - SUBMIT TECHNICAL AND PRICE BID IN SEPARATE SEALED COVERS	
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**PURCHASE SPECIFICATION
GROUP: PHOTOVOLTAICS**


Spec. No	PS-439-338
Rev. No	00
Page 1 of 8	

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**TECHNICAL SPECIFICATION
FOR
LIQUID NITROGEN AND LIQUID OXYGEN AND STORAGE TANKS
AT
ELECTRONICS DIVISION, BHEL, MYSORE ROAD, BANGALORE, INDIA 560026**

REVISION DETAILS: (00)	PREPARED SC		DATE 23.05.2016
	APPROVED KSP	ISSUED ENGG	

 A4-11	PURCHASE SPECIFICATION GROUP: PHOTOVOLTAICS	Spec. No	PS-439-338
		Rev. No	00
		Page 2 of 8	

Pre-Qualification Criteria (PQC)		
The turnkey supplier shall necessarily meet the following pre-qualification criteria.		
S.No.	Item	Supplier Confirmation (Yes / No)
1.	Supplier shall be the original manufacturer of liquid nitrogen and liquid nitrogen.	
2.	Supplier shall have manufacturing facilities for liquid nitrogen and liquid oxygen in India.	
3.	<p>Supplier shall have the experience of supplying and installing liquid nitrogen and liquid oxygen storage facilities.</p> <p>The cumulative capacity of the storage facilities installed over last ten years and of sizes not less than ten (10) kilo litres each shall at least be forty kilo litres for liquid nitrogen. At least one of these container of capacity ≥ 10 KL shall be in working condition as on 01-06-2016.</p> <p>The cumulative capacity of the storage facilities installed over last ten years and of sizes not less than one (1) kilo litres each shall at least be five kilo litres for liquid oxygen. At least one of these container of capacity ≥ 1 KL shall be in working condition as on 01-06-2016.</p> <p>Documentary evidence shall be in the form of erection and commissioning / performance certificate from the customer.</p>	
4.	Supplier shall have atleast delivered cumulative 36,00,000 Kg of liquid nitrogen and 1,00,000 Kg of liquid oxygen during the last 3 years. Purchase order copies or delivery challans to be provided as the documentary proof.	

Note:

1. *The Pre-qualification criteria are mandatory requirements and the technical bids will be considered only if all the above Pre-Qualification Criteria are met.*
2. *All supporting documents related to PQC shall be enclosed in techno-commercial offer.*
3. *Pre-qualification evaluation will be carried out based on the details furnished by the supplier / feedback from their customers / inspection of the company / product if required by BHEL and at its sole discretion.*

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**PURCHASE SPECIFICATION
GROUP: PHOTOVOLTAICS**

Spec. No	PS-439-338
Rev. No	00
Page 3 of 8	

DETAILED TECHNICAL SPECIFICATIONS

S. No.	ITEM	Supplier confirmation
1.	<p>Scope of supply</p> <p>BHEL is inviting offers for the supply of liquid nitrogen (LIN) and liquid oxygen (LOX) for a period of three (03) years to cater a silicon solar cell and semiconductor production line. The supply system for the cryogenic liquids is also required and shall include two (02) ten kilo litres (10 KL) gross capacity liquid nitrogen vacuum insulated storage vessels (SV) for liquid nitrogen and one (01) one kilo litre (1 KL) liquid oxygen vacuum insulated storage vessel (SV) for liquid oxygen on rental basis. The storage vessels (SVs) shall be supplied along with all the internal piping, vaporizer, manifolds and regulator(s) up to the contact point of BHEL line located within the yard area. The yard and foundation drawings for SVs as per the specification also has to be provided. The supplier shall obtain the statutory license for the yard on behalf of BHEL.</p>	
2.	<p>Layout</p> <ol style="list-style-type: none"> The layout design of the proposed yard is shown in Annexure 1. The yard is designed for two (02) numbers of 10 kilo litre (10KL) gross capacity LIN storage vessels and one (01) number of one kilo litre (1KL) liquid oxygen (LOX) SV. Supplier shall provide the final design for the yard compatible with area available as in Annexure 1. Supplier shall also provide the foundation drawings for the 20 KL SVs for LIN and 3 KL LOX storage vessels for future upgradations to higher capacity SVs. Two (02) SVs for LIN as shown at locations A & B in the layout design in Annexure 1, has to be installed by the supplier. One (01) SV for LOX as shown at location C in the layout design in Annexure 1 has to be installed by the supplier. One Final yard drawing shall be provided by the supplier. A well-insulated header and valves shall be provided for filling the LIN tanks as tanks are at a distance from the hardstand area as shown in the Annexure-1. It shall be possible to fill the tanks simultaneously or one at a time. 	

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**PURCHASE SPECIFICATION
GROUP: PHOTOVOLTAICS**

Spec. No	PS-439-338
Rev. No	00
Page 4 of 8	

S. No.	ITEM	Supplier confirmation
3.	<p>Technical details for the Supply system</p> <ul style="list-style-type: none"> a. The gross capacity of each of the storage vessel for LIN shall be ten kilo litres (10 KL). b. The gross capacity of the storage vessel for LOX shall one kilo litre (1 KL). c. SV holding capacity and minimum retention levels shall be indicated in the offer. d. SV material, dimensions and other technical information shall be furnished with the offer. e. Vaporizer, regulator(s) and all the internal piping including the piping up to the BHEL connection pipe located at one end of the yard shall be provided by the supplier. f. LIN tanks shall have separate vaporizers, each suitable for the peak flow of 900 m³/h as specified in clause 5 below. g. Provision shall be made so that the two (02) LIN SVs feed a common BHEL pipeline. h. All the internal pipeline shall be of 316L stainless steel. i. SV as well as all the piping, vaporizer, valves and regulators shall be suitable for ultra-high purity (UHP), 5N rated liquid and gas. j. SV shall have provision for measuring the level of the liquid left. k. The storage and supply system for LIN and LOX shall have a valve for connecting an analyzer to measure the oxygen and moisture contents. l. The common header for liquid nitrogen shall be well insulated to minimize the transfer losses. 	
4.	<p>BHEL battery limit</p> <ul style="list-style-type: none"> a. BHEL battery limit is the piping at one corner of the yard as shown in the drawing in annexure. b. Supplier has to provide the piping from the evaporator up to the corner of the yard. c. Supplier has to provide all the valves and regulators after the evaporator as well to control the gas flow. 	
5.	<p>Liquid Nitrogen (LIN) Requirements</p> <ul style="list-style-type: none"> a. The estimated requirement of LIN is 90,000 kilograms of liquid per month. 	

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PURCHASE SPECIFICATION
GROUP: PHOTOVOLTAICS

Spec. No	PS-439-338
Rev. No	00
Page 5 of 8	

S. No.	ITEM	Supplier confirmation
	<ul style="list-style-type: none"> b. The minimum working pressure at points of use (POUs) is 6 kg/cm². c. The maximum allowed working pressure at POUs is 7 kg/cm². d. The peak flow rate of the gas is estimated to be 900 m³/hour. e. The average flow rate of the gas is estimated to be 150 m³/hour. f. The length of the piping from the yard to usage area with multiple POUs is approximately 300 meters. g. The facility is intended for continuous & 24x7 operation. 	
6.	<p>Liquid nitrogen specification</p> <ul style="list-style-type: none"> a. The purity of the liquid shall be at least 99.999% (5N). b. The impurity profile of the liquid shall conform to the following; <ul style="list-style-type: none"> i. Oxygen < 2 ppm ii. Hydrogen < 2 ppm iii. CO₂ < 1 ppm iv. CO < 2 ppm v. Moisture < 1 ppm 	
7.	<p>Liquid Oxygen (LOX) Requirement</p> <ul style="list-style-type: none"> a. The estimated requirement of LOX is 2,300 kilograms of liquid per month. b. The minimum working pressure at points of use (POUs) is 6 kg/cm². c. The maximum allowed working pressure at POUs is 7 kg/cm². d. The peak flow rate of the gas is estimated to be 45 m³/hour. e. The average flow rate of the gas is estimated to be 10 m³/hour. f. The length of the piping from the yard to usage area with multiple POUs is approximately 300 meters. g. The facility is intended for continuous 24x7 operation 	
8.	<p>Liquid oxygen specification</p> <ul style="list-style-type: none"> a. The purity of the liquid shall be at least 99.5% (2.5N). 	

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**PURCHASE SPECIFICATION
GROUP: PHOTOVOLTAICS**

Spec. No	PS-439-338
Rev. No	00
Page 6 of 8	

S. No.	ITEM	Supplier confirmation
9.	<p>Licensing</p> <p>a. Supplier shall obtain the necessary license from Petroleum and Explosive Safety Organization (PESO), Nagpur for the site and supply system on behalf of BHEL.</p> <p>b. The additional requirements regarding the site for designing, supply and licensing shall be communicated to BHEL before the submission of the final offer.</p> <p>c. Supplier shall visit the Electronics Division campus of BHEL located at Mysore Road, Bangalore before submitting the offer to study the site condition and to ensure that the complete scope of supply is clearly understood.</p> <p>d. BHEL shall bear only the statutory fee to the licensing authority. All other charges required for liasioning etc are to be borne by the vendor.</p>	
10.	<p>Pre-dispatch Inspection of SVs</p> <p>Supplier shall intimate BHEL one (01) week prior to transporting the storage vessels for pre-dispatch inspection. BHEL reserves the right to inspect the vessel prior to delivery.</p>	
11.	<p>Schedule of delivery of supply system</p> <p>a. Supplier shall submit the yard drawing(s) and foundation drawings to BHEL within a week of order placement.</p> <p>b. Supplier shall deliver the PESO approved yard drawing within 15-20 days of BHEL's approval of the yard layout drawing(s).</p> <p>c. Supplier shall move-in and erect the SV and complete all the piping and commissioning work within 15 days after the completion of the foundations.</p> <p>d. Supplier shall submit the project schedule along with the offer.</p>	
12.	<p>Move-in, erection and commissioning of supply system</p> <p>a. Supplier shall arrange all the resources including the crane(s) for moving in and erection of the complete supply system including the SVs to the site.</p> <p>b. Supplier shall arrange all the resources including the crane(s) for decommissioning and removal of the complete supply system including the SVs from the site on the completion of the rental period.</p>	

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PURCHASE SPECIFICATION
GROUP: PHOTOVOLTAICS

Spec. No	PS-439-338
Rev. No	00
Page 7 of 8	

S. No.	ITEM	Supplier confirmation
	<ul style="list-style-type: none"> c. Supplier shall carry out the commissioning by filling with the liquid to the maximum level and demonstrating fault-free functioning with respect to leakage, vaporization and pressure regulation etc. d. Supplier shall complete the commissioning of the entire system including obtaining the license within 03 months of the receipt of purchase order. e. Supplier shall provide two hardcopies and a softcopy of operating manual(s) and shall train the BHEL staff in regard with the operation, monitoring, safety precautions and emergency response procedures. 	
13.	<p>Rental conditions for the supply system</p> <ul style="list-style-type: none"> a. Supplier shall undertake the complete responsibility of proper functioning of the facility. b. Supplier shall carry out the necessary preventive maintenance activities. c. Supplier shall necessarily carry out the maintenance activity once every three (03) months and calibration of safety valves and regulators once every year. d. The service engineer shall be deputed to BHEL within 48 hours of notification in case of service emergency. In the event of any accidental emergency, vendor shall make attempts to depute his personnel immediately for mitigation of situation created out of accident, if any. e. Supplier shall obtain the necessary amendment in CCOE license if the SV has to be replaced, without any cost to BHEL. 	
14.	<p>Filling conditions for cryogenic liquids</p> <ul style="list-style-type: none"> a. It is the responsibility of the supplier to keep the SV filled above the minimum retention level as long as required or until the end of the rental period. b. The filling vehicles shall preferably enter the BHEL premises between 08:30 AM to 02:30 PM for the filling purpose. c. On receipt of cryogenic liquids at BHEL, the material tanker shall be weighed before and after delivery for measurement of quantity delivered to BHEL in Kg. d. The venting of gases from the storage vessels is normally not permitted during the filling process. The supplier may utilize a pump to speed up the filling process. e. Supply system for LIN shall be equipped with telemetry system for liquid nitrogen to automatically intimate the supplier when the LIN tanks are ready for refilling. 	

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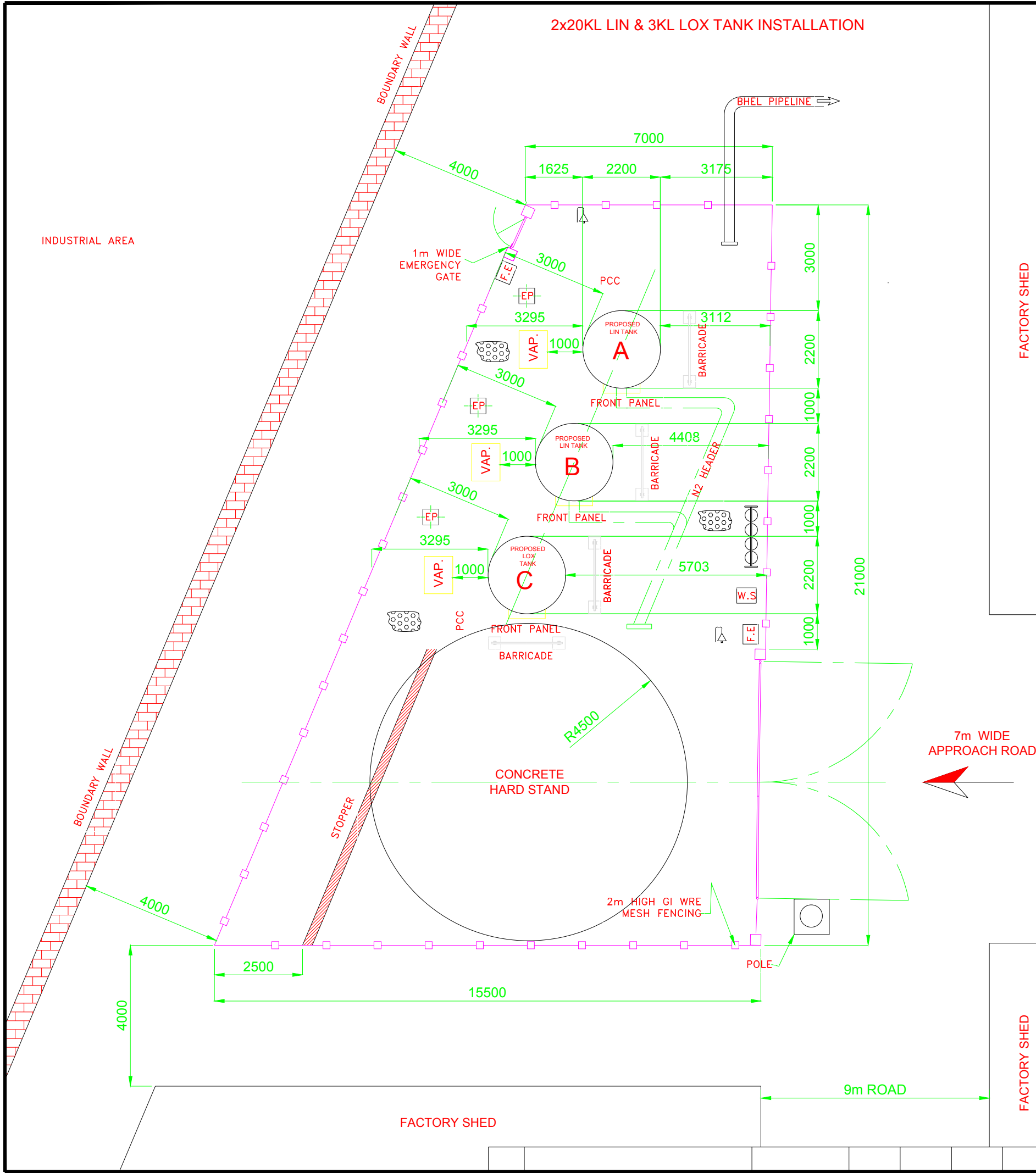
Spec. No	PS-439-338
Rev. No	00
Page 8 of 8	

S. No.	ITEM	Supplier confirmation
	<ul style="list-style-type: none"> f. The telemetry system shall simultaneously inform a designated BHEL personnel by email and phone message when the LIN tanks are ready for refilling. g. The tank levels for refilling shall be decided by BHEL based the actual running of the facility. h. Person deputed for decanting of the liquid shall be clearly be instructed not to vent the gases other than absolutely required for filling. No venting of gases shall be done to hasten decanting (which results in wastage of gases/liquid) 	
15.	<p>Test certificates</p> <ul style="list-style-type: none"> a. The test certificate shall be provided with each batch of LIN and LOX delivery. 	
16.	<p>Vehicles for liquid delivery</p> <ul style="list-style-type: none"> a. Vehicle provided for supply shall be approved for the purpose and before entry in BHEL, it should be complete with all safety and other necessary fittings as per CCOE and other statutory norms. b. Vehicle must carry TREM card and MSDS with it. 	
17.	<p>General Conditions</p> <ul style="list-style-type: none"> a. Supplier shall confirm adequacy of the equipment and accessories quoted for the intended function. b. Any deviation from the BHEL specification shall be clearly brought out. Otherwise, it is understood that BHEL specification is accepted in total and there is NIL deviation. c. Supplier shall keep BHEL indemnified against any damage during installation, commissioning, repairs and maintenance of the equipment. Personnel deputed at BHEL shall be covered by relevant statutory provisions of the ESI/Workmen compensation Act or other acts as applicable. 	

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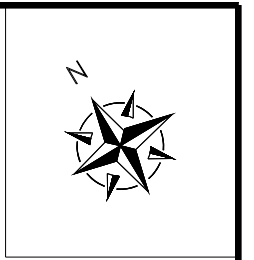
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2x20KL LIN & 3KL LOX TANK INSTALLATION



LEGENDS :

- METAL SPREADING
40mm. & LESS SIZE
- LAMP POST
- FIRE EXTINGUISHER
9.0KG DCP (DRY CHEMICAL POWDER)
- 1/2" WATER SOURCE
- SAND BUCKET
(2 NOS)
- WATER BUCKET
(2 NOS)
- EARTH PIT



GENERAL NOTES :-

1. THIS IS PROPOSED DRAWING. SUPPLIER SHALL SUBMIT THE FINAL LAYOUT DESIGN AND OBTAIN CCOE APPROVAL.
2. SUPPLIERS SHALL VISIT BHEL CAMPUS BEFORE SUBMISSION OF THE OFFER.
3. DRAWING IS MADE TO SCALE.
4. CIVIL FOUNDATION DESIGN BY SUPPLIER.
5. CIVIL WORKS IN BHEL SCOPE.
6. TANK GROUTING IN SUPPLIER SCOPE
7. PIPING BEYOND INSTALLATION PREMISES BY BHEL.

PROPOSED

INSTALLATION LOCATION DETAILS:

ADDRESS – PO BOX 2606, DEEPANJALI NAGAR, MYSORE ROAD,
PIN – 560026
DISTRICT – BENGALURU
NEAREST RAILWAY STATION – KENGERI RAILWAY STATION (6.9 KM)
NEAREST APPROACH ROAD – MYSORE ROAD (450 MTRS.)
NEAREST POLICE STATION – 700 MTRS. (BYATARAYANPURA
POLICE STATION, MYSORE ROAD)
NATIONAL HIGHWAY NAME – NH 275

Annexure 1

Annexure 2**Unpriced bid - List of items for PS-439-338**

S. No.	Item	Unit price (Rs.)	Quantity	UOM	Total price (Rs.)
1.	Monthly facility charge for 2X10KL LN2 Tank		36	Months	
2.	Monthly facility charge for 1X1KL LO2 Tank		36	Months	
3.	Liquid nitrogen (L N2) Specification: PS-439-338		2,730,000	kg.	
4.	Liquid oxygen (L O2) Specification: PS-439-338		85,700	kg.	
5.	Installation and commissioning of 2X10KL LN2 Tank		01	No.	
6.	Installation and commissioning of 1X1KL LO2 Tank		01	No.	
	TOTAL PRICE				

Annexure 2

Unpriced bid - List of items for PS-439-338

S. No.	Material Code	Item	Unit price (Rs.)	Quantity	UOM	Total price (Rs.)
1.	PV0679039457	Monthly facility charge for 2X10KL LN2 Tank		36	Months	
2.	PV0679039473	Monthly facility charge for 1X1KL LO2 Tank		36	Months	
3.	PV0679039465	Liquid nitrogen (L N2) Specification: PS-439-338		2,730,000	kg.	
4.	PV0679039481	Liquid oxygen (L O2) Specification: PS-439-338		85,700	kg.	
5.		Installation and commissioning of 2X10KL LN2 Tank		01	No.	
6.		Installation and commissioning of 1X1KL LO2 Tank		01	No.	
		TOTAL PRICE				

ANNEXURE – I

PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES) :-

Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration. Vendors can also submit these documents along with the tender documents in the Part I / Technical bid cover.

- a. Valid NSIC certificate **OR**
- b. Entrepreneur's Memorandum part II (EM II) certificate (deemed valid for 2 years)
- c. EM II certificate with CA certificate **(in the prescribed format given in Pg.2)** applicable for the year certifying that the investment in plant and machinery of the vendor is within permissible limits as per the MSME Act 2006 for relevant status where the deemed validity is over.

Notes :

- 1) Notary certified copy of the applicable certificate as per (a) or (b) shall be submitted.
- 2) Documents submitted for establishing the credentials of MSE vendors must be valid as on the date of part I / technical bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Documents submitted after the Part I / Technical bid opening date will not be considered for this tender. BHEL will not be responsible for any postal / courier / deliver delay and the status as available on the date of Part I or Technical bid opening will be used for reckoning the MSE status of the vendor.



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 on
date..... **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 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.

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

Date:

(Signature)

Name -

Membership Number -

Seal of Chartered Accountant

ANNEXURE-II

LIST OF INTERNATIONAL GATEWAY AIRPORTS

SCHEDULE NO	COUNTRY	CURRENCY CODE	AIRPORT
D01	UK	GBP	LONDON (HEATHROW)
D02	UK	GBP	NEW CASTLE
D03	UK	GBP	OXFORD. CHETLAM
D04	UK	GBP	BRISTOL. WELLINGBOROUGH
D05	UK	GBP	BIRMINGHAM
D06	UK	GBP	EAST MIDLANDS
D07	UK	GBP	MANCHESTER
D08	UK	GBP	LEEDS
D09	UK	GBP	GLASGOW
D10	FRANCE	EURO	PARIS (ROISSY) & LYON
D11	SWEDEN	EURO	STOCKHOLM
D12	SWEDEN	EURO	GOTHENBERG & MALMO
D13	ITALY	EURO	ROMA, MILAN
D14	ITALY	EURO	TURIN, BOLOGNA, FLORENCE
D15	NETHERLANDS	EURO	AMSTERDAM, ROTTERDAM
D16	AUSTRIA	EURO	VIENNA, LINZ, GRAZ
D17	BELGIUM	EURO	ANTWERP, BRUSSELS
D18	DENMARK	DKK	COPENHAGEN
D19	JAPAN	JPY	TOKYO, OSAKA
D20	SINGAPORE	SGD	SINGAPORE
D21	CANADA	CAD	TORONTO
D22	CANADA	CAD	MONTREAL
D23	USA	USD	NEW YORK, BOSTON
D24	USA	USD	CHICAGO
D25	USA	USD	SAN FRANCISCO, LOS ANGELES
D26	USA	USD	ALANTA, HOUSTON
D27	GERMANY	EURO	MUNICH, KOLN, DUSSELDORF, HANNOVER, HAMBURG, STUTTGART, DAMSTADT, MANIHIEM, NURUMBERG
D28	GERMANY	EURO	FRANKFURT
D29	GERMANY	EURO	BERLIN
D30	SWITZERLAND	SFR	BASLE, ZURICH, GENEVA
D31	SPAIN	EURO	BARCELONA
D32	AUSTRALIA	AUD	SYDNEY
D33	AUSTRALIA	AUD	MELBOURNE
D34	AUSTRALIA	AUD	PERTH
D35	CZECH	EURO	PRAGUE
D36	HONG KONG	HKD	HONG KONG
D37	NEW ZELAND	NZD	AUCKLAND



D38	RUSSIA	USD	MOSCOW
D39	SOUTH KOREA	USD	KIMPO INTERNATIONAL, INCHEON
D40	FINLAND	EURO	HELSINKI
D41	ROMANIA	EURO	BUCHAREST
D42	NORWAY	EURO	OSLO
D43	IRELAND	EURO	DUBLIN
D44	ISRAEL	USD	TEL AVIV
D45	UAE	USD	DUBAI
D46	OMAN	USD	MUSCAT
D47	EGYPT	USD	CAIRO
D48	TAIWAN	USD	TAIPEI
D49	UKRAINE	USD	KIEV
D50	CHINA	USD	SHANGHAI, SHENZHEN
D51	PHILIPINES	USD	MANILA
D52	MALAYSIA	USD	KUALALUMPUR, PE NANG
D53	CYPRUS	USD	LARNACA
D54	SOUTH AFRICA	USD	JOHANNESBERG, DURBAN
D55	SLOVAKIA	EURO	BARTISLOVA
D56	SAUDI ARABIA	SAR	RIYADH
D57	TURKEY	EURO	ISTANBUL
D58	THAILAND	USD	BANGKOK
D59	BRAZIL	USD	SAO PAULO, RIO DE JANEIRO

ANNEXURE-III**LIST OF CONSORTIUM BANKS****BANK GUARANTEE (BG) SHALL BE ISSUED FROM THE FOLLOWING BANKS ONLY:**

	Nationalized Banks		Nationalized Banks
1	Allahabad Bank	19	Vijaya Bank
2	Andhra Bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign Banks
5	Corporation Bank	21	CITI Bank N.A
6	Central Bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hong Kong and Shanghai Banking Corporation Ltd. (HSBC)
8	Indian Overseas Bank	24	Standard Chartered Bank
9	Oriental Bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private Banks
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC Bank
15	State Bank of Travancore	30	Kotak Mahindra Bank Ltd
16	UCO Bank	31	ICICI Bank
17	Union Bank of India	32	IndusInd Bank
18	United Bank of India	33	Yes Bank

Note:

- BG should be directly sent to BHEL by the issuing Bank along with covering letter.
- All BGs must be issued from BHEL consortium banks listed above.
- BHEL may accept BG from other Public Sector Banks also which are not listed above.
- BG will not be accepted from Scheduled Banks and Co-operative Banks (other than listed above).
- In case BG is issued from a bank located outside Indian Territory and is issued in foreign currency, the BG must be routed through and confirmed by any one of the above mentioned consortium banks.
- This list is subject to changes. Hence vendors are requested to check this list every time before issuing BGs.



ANNEXURE IV

BANK GUARANTEE FOR SECURITY DEPOSIT (PROFORMA)

In consideration of the Bharat Heavy Electricals Limited, having its registered office at BHEL House, Siri Fort, New Delhi – 110 049 the concerned division being (indicate name of the concerned division of BHEL) (hereinafter called BHEL).

having agreed to exempt (hereinafter called “the said Contractor(s)” from the demand, under terms and conditions of agreement dated made between BHEL and for..... (hereinafter called “the said Agreement) of security deposit for the due fulfillment by said contractors of the terms and condition contained in the said agreement, on production of bank guarantee for Rs.

(Rupees only)

We (hereinafter referred to as “the Bank”) at the request of (indicate the name of Bank)

contractor(s) do hereby undertake to pay to BHEL an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by BHEL, by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We do hereby undertake to pay the (indicate the name of Bank)

amounts due and payable under this guarantee without any demur, merely on a demand from BHEL stating that the amount claimed is due by way of loss or damage caused to or would to or suffered by BHEL by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. Weundertake to pay to BHEL any money so demanded notwithstanding (indicate the name of Bank)

any dispute or disputes raised by contractor (s) supplier(s) in any suit or processing pending before any court or tribunal relating thereto our liability under these presents being absolute and unequivocal. The payment so made by under this bond shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. further agree that the guarantee herein (indicate the name of Bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and the it shall continue to be enforceable till all the dues of BHEL under or by virtue of the said Agreement have been fully paid and its Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged form all liability under this guarantee thereafter.



i. Wefurther agree with BHEL that BHEL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend tim of performance by the said contractor(s) from time to time or to postpone any time or from time to time any of the powers exercisable by the BHEL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation, of extension being granted to the said Contractor(s) or for any forbearance, act, or commission on the part of BHEL or any indulgence BHEL to the said Conference(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for its provisions, have effect of so relieving us.

ii. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s)

iii. We lastly undertake not to revoke this
(Indicate the name of Bank)

guarantee during its currency except with the previous consent of BHEL in writing.

iv. The address of BHEL of services, correspondence in respect of matters relating to this guarantee shall be :

ADDRESS OF THE CONCERNED DIVISION OF BHEL.

Address of the Bank in full

Dated the Day of

Pin Code :

Telegraphic Code :

For

(Indicate the name of the Bank)

Telex No:

Fax No.:

Witness:

1.

2.

ANNEXURE- V

GUIDELINES FOR REVERSE AUCTION PROCEDURE

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Business Rules for Reverse Auction

This has reference to tender no **{tender number....date...}**. BHEL shall finalize the Rates for the supply of **{item name}** through Reverse Auction mode. BHEL has made arrangement with M/s. **{Service provider}**, who shall be BHEL's authorized service provider for the same. Bidders should please go through the guidelines given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. **{...}** dated **{...}**, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on **{date}**:

- **Online Sealed Bid:-**

☒ **{Start Time:**

☒ **Close Time: }**

- **Online Reverse Auction:-**

☒ **{Start Time:**

☒ **Close Time:}**

2. Auction extension time: If a bidder places a bid in the last **{...}** minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another **{...}** minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last **{...}** minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last **{...}** minutes. In case, there is no bid in the last **{...}** minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. **{Service provider}** with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

3. Bid price: The Bidder has to quote the F.O.R. destination Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of Landed cost.

Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

4. Bidding currency and unit of measurement: Bidding will be conducted in **{Indian Rupees per Unit}** of the material as per the specifications **{...}**

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered for conversion in Indian Rupees.

5. Validity of bids: Price shall be valid for **{... days}** from the date of reverse auction. These shall not be subjected to any change whatsoever.

6. Lowest bid of a bidder: In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.

7. Post auction procedure: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

8. Procedure of Reverse Auctioning :

i. **Online Sealed Bid:** This duration of online sealed bid will be **{...}** minutes. All bidders to submit their online sealed bids during this period.

- ii. **Online Reverse Auction:** The „opening price“ i.e. start price for RA and „bid decrement“ will be decided by BHEL.
- iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become “L1” and this continues as an iterative process.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

9. If no bid is received in the auction system/ website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders).

In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.

Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction/ retendering will be conducted for these items.

10. Only those bidders who have submitted the „online sealed bid“ within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

11. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders.

12. Computerized reverse auction shall be conducted by BHEL (through M/s {*Service Provider*}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA if a bidder is not able to bid and requests for extension of time by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders“ responsibility/ decision to send fax communication immediately to M/s. {*Service provider*}, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {*Service provider*} is responsible for such eventualities.

13. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process. The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid. Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant. In case of more than one proxy bid, the system shall bid till it crosses the threshold value of „each lowest proxy bid“ and thereafter allow the competition to decide the final L1 price. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

14. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.

15. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.

16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in Annexure - VII after the completion of auction to M/s. Service provider besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.

17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.

18. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.

19. Bidders shall be assigned a **Unique User Name & Password** by BHEL or M/s. {Service provider}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ M/s. {Service provider} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

20. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

- a. Leading (Running Lowest) Bid in the Auction (only total price of package)
- b. Bid Placed by the bidder
- c. Start Price
- d. Decrement value

21. After receipt of the system report from the Service Provider after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of contract shall be final and binding on all the Bidders.



22. BHEL reserves the right to cancel the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

23. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.

24. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.

25. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance Form as per *Pg.6 of Annexure V*

26. BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.

27. If there is any clash between this business document and the FAQ available, if any, in the web site of M/s. {*Service provider*} the terms& conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.



Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before faxing)

To
- M/s. {Service provider}
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price (including that of line items) as per *pg.7 of Annexure- V* within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –
Company / Organization
Designation within Company / Organization
Address of Company / Organization

- Sign this document and Fax it to M/s {Service provider} at {.....} prior to start of the Event.

- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and d/s{Service provider}



RA price confirmation and breakup

To

- **M/s. Service provider**
- **Postal address**

CC: M/s BHEL

{Unit-
Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

Rs.{_____} for item covered under tender enquiry No. {...} dt.{...}

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, E.D., C.S.T., freight and insurance charges upto {.....} District,{.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT} as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {_____} days.

The price break-up including that of line items is as given below.

Total - Rs.

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:
Company:
Date:
Seal:

ANNEXURE- VI

EXTRACT FROM “MANUAL ON POLICIES & PROCEDURES FOR PURCHASE OF GOODS”

11.2.3. Non-conformities between the figures and words of the quoted prices:

Sometimes, non-conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:

(a) If, in the price structure quoted for the required goods, 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 the purchaser 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.

(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; and

(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.

If there is such discrepancy in an offer, the same is to be conveyed to the bidder with target date on the above lines and if the bidder does not agree to the observation of the purchaser, the offer is liable to be ignored.

ANNEXURE – VII

PURCHASE PREFERENCE FOR MSE VENDORS:

1. MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply a portion of the tendered quantity up to a total of 20% by matching their price with the L1 price, in a situation where L1 price is from other than MSE vendor.
In case more than one MSE vendors are in the price band of L1 + 15% and match the L1 price, the supply up to a total of 20% shall be shared proportionately.
2. Preference for MSEs owned by Scheduled Castes or Scheduled Tribes – 20% from the 20% quantity (i.e. 4% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. In event of failure of such MSE to participate in tender process or meet tender requirements and L1 price, 4% quantity for MSEs owned by SC/ST entrepreneur's shall be met from other MSEs meeting the criteria (1) & above .



ANNEXURE – VIII
REQUEST FOR C FORM

NAME OF VENDOR :-										
VENDOR CODE ALLOTTED BY BHEL :-										
BHEL PONO	NVOICE NO	INVOICE DATE	INVOICE AMOUNT	SUPPLY FROM - STATE	SUPPLY TO - STATE	CST TIN NUMBER FOR THE SUPPLY	INVOICE AMOUNT BAISC+ED+CST ONLY	C FORM QTR	YEAR	SUPPLY TO BHEL EDN / SITE

ANNEXURE – IX

LIST OF DOCUMENTS TO BE SUBMITTED DURING DESPATCH OF GOODS :-

Seller shall arrange to send the following documents to the Purchaser, immediately on dispatch of goods: Any addition / exclusion to such documents shall be as specified in the Purchase Order.

For despatches from within India :-

To be sent with the material			To be sent to purchase executive		
1	Delivery challan	(1 copy)	1	Commercial invoice	(1 original +1 extra copy)
2	Excise gate pass (if excise duty is applicable) duplicate for transporter	(1 copy)	2	Excise gate pass (if excise duty is applicable) original for buyer	(1 copy)
3	Transporters docket if received through transporter	(1 copy)	3	Inspection report / Test report Test certificate (if called for in the PO)	(1 copy)
4	Inspection report / Test report Test certificate (if called for in the PO)	(1 copy)	4	Warranty certificate(if called for in the PO)	(1 copy)

For despatches from outside India :-

To be given to BHEL Freight Forwarder	To be submitted to bank
Invoice & Packing list	Set of documents as per PO / LC

For high sea sales (HSS) :-

01	Original Invoice in Indian Rupees : three copies
02	Original High sea sales agreement on Rs. 200/- stamp paper (notorised) with two Xerox copies
03	Original Cargo Arrival Notice : with two copies
04	Original Invoice in Foreign Currency : with two copies
05	Original packing list : two copies
06	Original AWB copy (duly endorsed) : two copies
07	Original letter to Customs Officer - either Mumbai or Bangalore (depending on the airport of destination) : with one copy
08	Original Letter to OCTROI Officer : with one copy
09	Original Delivery Order copy from the freight forwarder : with one copy



ANNEXURE – X

Electronic Funds Transfer (EFT) OR Paylink Direct Credit Form

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): _____ CREATE _____ CHANGE

BHEL Vendor / Supplier Code:	<input type="text"/>
Company Name :	<input type="text"/>
Permanent Account Number(PAN):	<input type="text"/>
Address	<input type="text"/>
	<input type="text"/>

City: <input type="text"/>	PINCODE <input type="text"/>	STATE <input type="text"/>
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Contact Person(s)	<input type="text"/>
Telephone No:	<input type="text"/>
Fax No:	<input type="text"/>
e-mail id:	<input type="text"/>

1 Bank Name:	<input type="text"/>
2 Bank Address:	<input type="text"/>
	<input type="text"/>
3 Bank Telephone No:	<input type="text"/>
4 Bank Account No:	<input type="text"/>
5 Account Type: Savings/Cash Credit	<input type="text"/>
6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank	<input type="text"/>
7 Bank swift Code(applicable for EFT only)	<input type="text"/>
8 Bank IFSC code(applicable for RTGS)	<input type="text"/>
9 Bank IFSC code(applicable for NEFT)	<input type="text"/>

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- C This authority remains in full force until BHEL, EDN,Bangalore receives written notification requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:
Designation:

Telephone NO. with STD Code

Company Seal



Bank Certificate

We certify that _____ has an Account No _____ with us and we confirm that the bank details given above are correct as per our records.

Date: _____ (.....)
Place: _____ Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

In case of any Query, please call : concerned Purchase Executive