

No. AIX/OT/20150137

Date: 23.09.2015

Subject: Open tender as detailed below:

OPEN TENDER

1. Sealed tenders with the Tender No. and opening date clearly superscribed on the cover are invited for the following job.

Sl. No.	Tender No.	Description of Equipment	Qty. (No.)	Opening date
1.	X/6600/2015/0137/O/1	TIALN COATING ON CUTTERS/TOOLS PROVIDED BY BHEL	14 TOOLS OF VARIOUS QTY. AS PER ANNEXURE-G	26 Oct, 2015

2. Last date for obtaining tender documents and opening of tenders is indicated against the tender. Quotations will be received up to 1.45 P.M. on opening date (26 Oct, 2015) and opened on the same day at 2.00 P.M. in the Tender Room.
3. After downloading the tender documents from our web site (www.bhel.com or www.bhelhwr.co.in), while submitting the tender as detailed in "Instruction to Bidders", intending vendors must remit tender fee of Rs. 2,000.00 (*applicable for indigenous vendors*) or \$ 50.00 / € 40.00 (*applicable for foreign vendors*) against each tender along with the requisite EMD in the form of Cash / Pay Order / Demand draft / e-payment (in case of foreign bidders only). **EMD shall be ₹ 1, 50, 000/- in this tender. EMD in the form of Cheque / Bank Guarantee are not acceptable. If EMD and/or tender fees are not submitted then the offer may be out rightly rejected.**
4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other terms and conditions will be as per tender documents.
- Guarantee Certificate required.
 - Pre-Qualifying Conditions (As per Annexure-A) to be filled up.
 - For details regarding Job shape before and after Tool operation and material chemical composition are enclosed herewith (Annexure-I, II & III)
 - Modvat as applicable.
 - Delivery Schedule: Within 30 days of receipt of Tools from BHEL
 - Vendor to collect Tools from BHEL and to deliver the same at BHEL Haridwar NBS Store.
 - Material collection and delivery will be full responsibility of vendor. BHEL will not be responsible for any financial or any other implication. Freight, Insurance and other charges shall be borne by vendor.

B. K. Sharma
Manager (AIX-T & D)

BHARAT HEAVY ELECTRICALS LIMITED

HEEP: HARDWAR-249 403 (UA)

Fax: 0091 01334-226462, Phone: 0091 01334-285310 / 284566

E-mail: bksharma@bhelhwr.co.in, parvind@bhelhwr.co.in, subhra@bhelhwr.co.in

Enquiry No.: X/6600/2015/0137/O/1

Date of issue : 23.09.2015

Due Date : 26.10.2015

Sub: Tender Enquiry No. X/6600/2015/0137/O/1

We are pleased to invite your offer in **TWO PARTS (PART-I & PART-II)** strictly as per enclosed terms and conditions and “Instruction to Bidders”, in sealed covers for the below mentioned job.

Sl. No.	Description of Sub-Contract Work	Qty. (Nos.)	Delivery Required	EMD (Earnest Money Deposit)
1.	TIALN COATING ON CUTTERS/TOOLS PROVIDED BY BHEL	14 Tools of various qty. as per Annexure-G	Within 30 days of receipt of Tools from BHEL	₹ 1, 50,000/- (One Lac Fifty Thousand only)

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions.

The date for opening shall be 26 Oct, 2015. Tenders will be received up to 1.45 PM on 26 Oct, 2015 and opened on the same day at 2.00 PM in the Tender Room. Please note that tender received after due date & time (1.45 PM on 26 Oct, 2015) will not be entertained or opened. BHEL will not be responsible for any type of postal / courier delay.

Other cross referred documents can either be physically collected from BHEL, Haridwar or can be obtained by e-mail bksharma@bhelhwr.co.in / parvind@bhelhwr.co.in / subhra@bhelhwr.co.in against proof of draft of the tender fee in favor of BHEL, Haridwar. This draft is to be submitted along with offer. Amendments/corrigendum, if any, will be hosted on our website only. Other terms and conditions will be as per tender documents.

The quantity may undergo change at the time of ordering.

NOTE: The vendors should submit their best price at this stage itself and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored.

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements

PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE (drawn in favor of HEAVY ELECTRICAL EQUIPMENT PLANT, BHEL, Hardwar) IN PART- I BID. This Part-I bid shall be opened by BHEL at 2 PM on the due date, in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.

Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.

As per government guidelines, MSE vendors are exempted from submission of EMD and Tender Fee. To claim exemption from EMD & Tender Fee submission the MSE vendors must submit valid MSE certificate as mentioned in clause 1 (a) (1) in the “Instruction to Bidders”.

HEEP, BHEL, Haridwar registered vendors (registered for Hard Metal Coating) are exempted from submission of EMD subject to approval by BHEL management.

BHEL will forfeit the EMD if, the successful bidder / vendor refuses to honour the order after award of the same on him and / or withdraws his bid and / or unilaterally changes the offer and / or any of its terms & conditions within the validity period.

EMD given by all unsuccessful vendors shall be refunded after opening of price bid of successful vendors. The EMD of successful vendors who are not L1 shall be returned after award of PO/LOI on L1 vendor. The EMD of L1 vendor shall be returned after submission of Bank Guarantee (CEBG).

EMD shall not carry any interest.

KINDLY READ “INSTRUCTION TO BIDDERS” **THOROUGHLY**. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTION ARE LIABLE TO BE DISQUALIFIED AND IGNORED

For & ON BEHALF OF BHEL, HARDWAR
Manager (AIX-T & D)

Instruction to Bidders

Registered Vendors – Are those who are registered with HEEP, BHEL, Haridwar for Hard Metal Coating of Tools.

Unregistered vendors - Are those who are not registered with HEEP, BHEL, Haridwar for Hard Metal Coating of Tools.

Clause 1.0 – Tender submission

The tenders have to be submitted in **TWO PARTS (Envelopes)** as described below on or before the due date and time of tender opening:

a) Part-I (Envelope I) : 1. EMD & Tender Fee

or

Valid certificate towards exemption of EMD & tender fee, applicable for Micro and small Enterprises, as mentioned below.

MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above stated documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

2. Pre-Qualifying Requirement (PQR) duly filled.

3. Techno-Commercial Bid.

4. Supplier Registration Form (SRF) available at www.bhel.com duly filled-in along with supporting documents. SRF to be submitted by only those vendors who are either new or having temporary code (T- code) at BHEL Haridwar. (SRF documents to be placed separately in part-I and not to be mixed with Techno-Commercial Bid).

b) Part-II (Envelope II) : Price Bid.

Any corrections / amendments shall be properly & fully authenticated with signature

Procurement directly from the manufacturers / suppliers shall be preferred. However, if OEM / Principal insist on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both, the manufacturer / supplier and the agent, bid received from the agent shall be ignored.

The bidders (original manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by FAX / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in the tender. However, in case of e-tender ink signed offer is not required. **Unsigned bids shall be ignored.**

The suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable. However, in case of e-tender, vendor should see the tenders of others on the opening date only. Thereafter, the respective window will get closed.

Clause 1.1

The Techno-commercial offer, PQR and SRF in envelope - I (Part-I) shall comprise of following:

- i) Point wise reply to all the points mentioned in Pre- Qualifying Conditions specified in the tender.
- ii) Relevant documents as requested in Pre-Qualifying Requirement must be attached.
- iii) Complete Technical offer.
- iv) Catalogue of the Company, Complete reference of the past experience of the same or similar type of job giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- v) Acceptance of commercial terms by vendor as per **Annexure B**.
- vi) Deviation with reference to specification to be laid down on separate sheet.
Cost of deviation is to be submitted along with the price bid essentially. In case vendor withdraws the deviation clauses the same will be considered for final evaluation.
- vii) Copy of Price Bid (without prices).
- viii) The rating of the company quoting for this tender from a third party (independent agency).
Compliance of this clause is mandatory in case of foreign supplier. Indigenous suppliers to submit the copy of balance sheets for last three years in absence of DNB / third agency report.
- ix) The Supplier Registration Form (SRF) duly filled-up for assessing manufacturing capability, quality systems being followed, organizational soundness and financial worthiness. Supplier Registration form can be downloaded from www.bhel.com. BHEL registered vendors (registered with permanent code M, N, S) need not to submit SRF.
For New Vendors and vendors registered with T code, SRF is to be submitted essentially along with the offer. Vendor (s) shall not be considered for ordering if not approved by BHEL.
- x) Any additional documents (please specify).

Clause 1.2

The Price Bid in envelope - II (Part-II) shall comprise of following:

- i) The price Bid (with price) for the complete scope strictly as specified in the price Format attached as Annexure-D.

If price bid is not submitted along with Part-I bid, the offer will be rejected out rightly.

Note :

- a) Prices are to be indicated in both figures and words. In case of any discrepancy of value the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) **The evaluation of tender shall be on the basis of “Total Landed cost at Destination”. For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.**
- c) Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be as per open policy of BHEL. Vendor can dispatch good through any BHEL approved transporter having its branch at Haridwar. For the convenience name and address of transporters approved by BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.

d) Applicable sales Tax, Excise duty, Service tax, educational cess and any other statutory levy should be indicated separately and clearly in the quotation.

Clause 2.0 – Tender Opening :

a) Offer should be complete in all respect (i.e. Part-I & Part-II) as described below:

Part I : Part I bid (Envelope-I) comprising Tender Fee, EMD (if applicable) or MSE Certificate towards exemption of EMD & tender fee, Pre- Qualifying Requirement (PQR), Techno-commercial bid and Supplier Registration Form (SRF) as mentioned above.

Part II : Part II bid (Envelop-II) comprising Price Bid.

b) The tenders shall be opened in **TWO PARTS (Part-I & Part-II)** as described below:

- Part-I containing Tender Fee, EMD (if applicable) or MSE Certificate towards exemption of EMD & tender fee, Pre- Qualifying Requirement (PQR), Techno-commercial bid and SRF will be opened on the date and time specified in the tender cover page, in the presence of those vendors, who wish to attend the tender opening.
- Part II containing Price Bid will be opened on a separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in part-I.
- In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in part-I.

BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor's works (if required)

Note :

After tender opening (Part-I), if it is found that:

- **The bidder has not submitted the requisite Tender Fee and EMD (If applicable)**
- **The bidder has claimed to be an MSE vendor but no supporting documents have been submitted in this regard.**

In both the above cases the offer of the bidder shall be liable to be rejected and no correspondence from the bidder in this regard shall be entertained.

However, offer of the bidder shall be treated as per the guideline mentioned in the Clause No. 1 (a) above in case the bidder has claimed to be an MSE vendor and submitted requisite MSE documents.

Clause 2.1 :

BHEL reserves the rights to place order for tendered quantity on more than one vendor

Clause 3.0 – Superscription on envelopes:

The following shall be super scribed on the envelopes:

PART-I

1. TENDER NO.
2. DUE DATE FOR OPENING.
3. TENDER FEE, EMD (IF APPLICABLE) OR MSE CERTIFICATE TOWARDS EXEMPTION OF EMD & TENDER FEE

4. PRE- QUALIFYING REQUIREMENT (PQR)
5. TECHNO-COMMERCIAL BID
6. SUPPLIER REGISTRATION FORM (SRF)

PART-II

1. TENDER NO.
2. DUE DATE FOR OPENING OF PART-I
3. PRICE BID

Clause 3.1 :

The part-I & part-II shall be individually sealed and super scribed as indicated above and shall be enclosed further in one single envelop duly sealed and super scribed as:

“TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON -----
-----CONTAINING PART-I & PART-II OF THIS OFFER.” Vendor’s full name and address should be clearly mentioned on **the envelope and shall be addressed to:**

To,

**Head of Materials Management,
Heavy Electrical Equipment Plant,
BHEL,
Hardwar- 249403**

Clause 3.2 :

Envelopes not marked as above are liable to be ignored and will not be opened.

Clause No. 4:

As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

Clause No. 5:

The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

Essential conditions:

1. All Guarantee Certificates to be submitted along with dispatch documents.
2. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
3. BHEL reserves the right to go for reverse auction. Vendors are requested to give their best price. In case of failure of reverse auction the paper bid shall be processed. Bidder should clearly indicate their acceptance for reverse auctioning in Annexure-B. The bids of those vendor who do not agree for reverse auction may not be considered. Terms and conditions of Reverse Auctioning are as per Annexure-E.

For & on behalf of BHEL, Hardwar.

**B. K. Sharma
Manager (AIX-T & D)**

ANNEXURE – B: - ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

BHEL Standard Terms	Vendor's Acceptance
<p>1. Payment terms:</p> <p>90% payment will be done after receipt and acceptance of items in HEEP, BHEL, Haridwar and balance 10% payment will be done after final accountal of materials.</p>	
<p>2. Submission of Bank Guarantee:</p> <p>All bank guarantees should be from one of the Indian branch of BHEL consortium banks (annexure-C) and the bank guarantees should be in the format as prescribed by BHEL (annexure-D). The performance bank guarantee as well as the list of consortium banks is displayed at BHEL web-site www.bhelhwr.co.in however, in case the bank guarantee is not from Indian branch of BHEL consortium banks, then the vendor has to confirm bank guarantee on any Indian branch of consortium bank and all the bank charges are to be borne by the bidder.</p> <p>Bank Guarantee (BG) of value Rs. 20 Lacs in BHEL prescribed format from any of the Indian branch of consortium bank of BHEL or from a reputed bank and confirmed by any Indian branch of Consortium banks of BHEL. Without submission of Bank Guarantee, materials shall not be handed over to vendor.</p>	
<p>3. CURRENCY OF PAYMENT: Indian Rupees</p>	
<p>4. TAXES :</p> <p>All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.</p> <p>Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN. At present TDS rate without PAN is 20% and with PAN as per DTAA with the particular country.</p>	
<p>5. Excise Duty:</p> <p>Applicable against documentary proof being combined material (Tools supplied by BHEL and Coating material supplied by vendor).</p>	
<p>6. Sales Tax / VAT: Applicable against documentary proof</p>	
<p>7. Service Tax: Not applicable being combined material.</p>	
<p>8. ORDER ACCEPTANCE: Order acceptance (ink-signed) along with Contract Execution Bank Guarantee must be submitted within 30 days</p>	

BHEL Standard Terms	Vendor's Acceptance
from the date of PO.	
<p>9. Late delivery penalty Clause: Penalty on delay in 'Supply' will be applicable to the delays attributed to vendor. The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value in supply subject to a maximum of 10% of total PO value.</p> <p>In case of delivery FOR Destination, Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank)</p>	
<p>10. Collection and Supply of Tools:</p> <p>Tools are to be collected by vendor from HEEP BHEL Haridwar NBS Store and deliver the Tools to the same. Part supply of one lot is also acceptable.</p>	

BHEL Standard Terms	Vendor's Acceptance
<p>11. Delivery basis :</p> <p>Delivery must essentially be FOR BHEL Haridwar basis. Freight, Insurance and other charges for supplying Tools to BHEL Haridwar shall be borne by vendor.</p>	
<p>12. Settlement of Disputes:</p> <ul style="list-style-type: none"> • If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided. <p>All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator.</p> <ul style="list-style-type: none"> • The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction. 	
<p>13. Authorization for pre-dispatch inspection: (If PDI applicable)</p> <p>BHEL is authorized to pre inspect the material at vendor's works (if required). The material will be dispatched only after getting clearance from BHEL.</p>	
<p>14. Guarantee Certificate:</p> <p>Vendor should submit Guarantee Certificate for the life of Tools after Coating.</p>	

BHEL Standard Terms	Vendor's Acceptance
<p>15. Attending to any complaint during guarantee period :</p> <p>For any type of complaint (such as poor quality of coating, unattended coating, poor performance etc.), vendor has to perform recoating on Tools without any financial implication (free of cost).</p>	
<p>16. Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.</p>	
<p>17. Validity: Validity of the offer should be minimum 120 days from tender opening date.</p>	
<p>18. Bank Charges: Bank Charges on either side. Or your prices will be loaded suitably.</p>	
<p>19. Participation in Reverse Auction: BHEL may decide to process the case through RA (As per Annexure-E attached). Vendors to give their confirmation for participation in Reverse Auction process.</p>	
<p>20. Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address (In case of unregistered vendor only)</p>	
<p>21. Risk Purchase Clause: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier.</p> <p>In case vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.</p>	
<p>22. Force Majeure Clause:</p> <p>a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.</p> <p>b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate</p>	

BHEL Standard Terms	Vendor's Acceptance
<p>the contractor for expenses.</p> <p>c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.</p> <p>d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.</p>	
<p>23. Splitting of order:</p> <p>Depending upon the delivery suitability, BHEL reserves the right to split order on more than one vendor.</p>	
<p>24. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. The clarifications will be communicated to the eligible vendors. The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.</p>	
<p>Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry</p>	

NOTE :

- a) Prices shall be furnished per pc. basis as per tender condition; ELSE, THE BID IS LIABLE FOR REJECTION. It should be clearly specified in the quotation.
- b) Any item not included in this tender quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.

NOTE:

- 1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors through e-mail or they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**
- 2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion, BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelopes. They will also be required to submit copy of un-priced price bid of these impacts in a 3rd sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

- 1. All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

Date :

Signature :

Name :

Designation :

Department :

M/s

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea 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 bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank



ANNEXURE-D

WAM-28

Performa for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division HEEP Hardwar (hereinafter called the Company') having agreed to exempt-----
----- (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement date. -----
Made between -----and ----- for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. -----
(Rupees-----only).

1. We, _____ (Indicate the name of the Bank) _____ (hereinafter referred to as 'the Bank') at the request _____
_____ (Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
2. We, _____ (indicate the name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of 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. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of the Bank) _____ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____
_____ we shall be discharged from all the liability under this guarantee thereafter.

5. We, _____ (indicate the name of the Bank) _____ further agree with the Company that the Company 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 time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the company 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 any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We, _____ (indicate the name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____ (indicate the name of the bank) _____

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTIONING

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

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

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
16. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

DETAILS OF COMPANY PERFORMANCE

A. Capacity Details:

Tool Coating Capacity (Machines with Qty.)	Type of Machines	Qty.
Coating of Tools done during last 5 years (Year-wise with Qty.)	Scheduled Supply Period	Actual Supply Period
Outstanding Order Book position (Type of Tools with Qty. & name of customers*)		

* If any bidder is unable to give name of all the customer(s) due to confidentiality restrictions, they may give details without disclosing such customer's identity.

B. Performance of supplies to BHEL:

Details of POs to be considered in last 5 years shall include (i) Last 5 POs fully/partially executed and (ii) all POs overdue. Details of all POs to be given.

Sl. No.	Name of BHEL Unit	P.O. No. & Date	P.O. Value	Supply Date		Reason of delay, if any
				As per P.O.	Actual/ Likely	
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.						
2.						
3.						
4.						
5.						

Note:

1. In case bidder has not received any Purchase Order in the last 5 years from any of the Units of BHEL, then 'NIL' should be indicated.
2. Reasons for delay to be explained in details.
3. BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and/or false information is given by the bidder.

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 dateas per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost
excluding land and building and the items specified by the Ministry of Small Scale Industries vide
its notification No. S.O.1722(E) dated October 5, 2006: Rs.....Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building
and furniture, fittings and other items not directly related to the service rendered or as may be
notified under the MSMED act, 2006: Rs.....Lacs

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

ANNEXURE - G**LIST OF TOOLS/CUTTERS**

SL. NO.	DESCRIPTION	DRAWING NO.	REV. NO.	UNIT	QTY.
1	SC END MILL SH DIA 10	TLMW65014332	00	NO.	500
2	SC END MILL SHANK DIA 20MM	TLMW65014340	00	NO.	1000
3	SC BALL NOSE K16 SH DIA 20 MM	TLMW65015240	00	NO.	800
4	SC BALL NOSE K10 SH DIA 16 MM	TLMW65015258	00	NO.	1200
5	SC BALL NOSE K6 SH DIA 12MM	TLMW65015266	00	NO.	1000
6	SC END MILL SHANK DIA 12MM	TLMW65016246	00	NO.	500
7	SC TORUS T10/T11 SH DIA 12MM	TLMW65016351	00	NO.	1500
8	SC TORUS T15 SHANK DIA 16 MM	TLMW65016360	00	NO.	500
9	SC BAL NOSE K16 SH DIA 25MM	TLMW65016858	00	NO.	100
10	SC TORUS T19 SHANK DIA 20 MM	TLMW65016874	00	NO.	800
11	SC END MILL SHANK DIA 32MM	TLMW65016882	00	NO.	100
12	SC END MILL SHANK DIA 25MM	TLMW65016912	00	NO.	100
13	SC BALL NOSE K6 SH DIA 16MM	TLMW65016939	00	NO.	500
14	SC END MILL SHANK DIA 16MM	TLMW65016971	00	NO.	400