

## **PROCEDURE FOR BID SUBMISSION**

The tenders are invited and evaluated online through **e-Procurement System only**. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bheleps.buyjunction.in>.

Foreign and indigenous vendors participating through open tenders/limited tender (Through E-procurement system) will necessarily have to buy Class-III digital certificates (DSCs) issued by certifying agencies in India.

Procedure of getting obtaining DCSs can be down loaded from **Important Links** on link [http://www.bhel.com/tender/tender\\_home.php](http://www.bhel.com/tender/tender_home.php)

Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal. However this tender may be finalized through online Reverse Auction. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.

In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk m Junction Services Ltd. at 033-6601 1717 or BHEL representative. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

*This sample checklist is only for the benefit of prospective bidders/ suppliers to obtain Class-III, SHA2 2048 BIT – Signing & Encryption, Digital Signature Certificates (DSCs). **For actual requirement of documents and procedure to be followed, the authorized Certifying Authority in India shall be contacted by the applicants. Further details available on <http://www.cca.gov.in>.***

### **Proofs and checklist for the certificates with organization name (for Indian Applicants)**

- One self-attested recent Photograph of the applicant (only Passport size photo accepted)
- All mandatory columns should be clearly filled
- Mobile number and valid email ID are must
- The Company address should be written in the application form
- Applicant's signature is must in section 3
- If the applicant is a Director or Partner or Proprietor
  - Signature with seal/ stamp in Section 3 is mandatory
  - Self-attestation with seal/ stamp is mandatory in the company proofs
- If the applicant is not a Director or Partner or Proprietor
  - Signature with seal/ stamp from the Director or Partner or Proprietor in Section 4 is mandatory - valid authorisation letter from authorised signatory of the organization
- If the applicant is the Authorised signatory of the organisation
  - Self-attestation of the applicant along with the attestation of the Director or Partner or Proprietor is mandatory in all the company proofs - valid authorisation letter to be attached
- All the proofs including the company proofs should be valid, clear and self-attested
- Signature and address mentioned in the application form should match with the attached proofs

**Note: The applicant should contact LRA (Local Registering Authority) nearest to their coordinates to enable LRAs to conduct physical verification for faster delivery of DSCs.**

**Applicant's identification proofs (any one of the following proofs attested by gazetted officer or bank manager or post master. In case of bank statement, attestation only from the same banker):**

#### **Identification proof:**

- PAN card
- Passport
- Driving License
- Signature verification letter from banker

#### **Residential Address proof:**

- Passport
- Driving License
- Voters ID
- Aadhar card
- Latest bank statement with transaction
- Latest telephone bill
- Vat / sales tax certificate
- Latest Electricity / water bill latest by 3months
- Ration card

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**Organization proofs (any one of the following proofs attested by a company Secretary (who is in employment) or Director or partner or proprietor with organization seal)**

**Company**

- Certificate of incorporation (1<sup>st</sup> page)
- In case of public limited company certificate of commencement of business
- In case the above certificates contain the address of the company, the same can be taken as address proof also

**Partnership firm**

- Partnership deed
- If the deed contains the address of the firm, the same can be taken as address proof also

**Sole proprietorship firm**

- Sales tax or VAT certificate
- Latest IT Return copy
- Service tax certificate

**Organization Address Proof (any one of the following proofs attested by a company Secretary (in employment) or Director or partner or proprietor with organization seal. In case of bank statement, attestation must be done only by the same banker)**

- Latest telephone bill not exceeding 3 months
- Bank statement attested by banker latest by 3 months

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## **Proofs and checklist for the certificates with organization name (for Foreign Applicants)**

### **Identification and address proofs**

- One self-attested recent photograph of applicant authorised by the organization (only passport size photograph accepted)
- Identification and address proofs must be attested by the Indian EMBASSY at the country of the applicant
- Self-attestation is mandatory on all the proofs
- Signature and address in the application form should match with those in the proofs

### **Company Proof**

- The document of registration like certificate of incorporation or establishment proof or licence which is applicable in the concerned country must be self-attested by the applicant and counter-attested by the Indian EMBASSY of the country of origin
- If the applicant is a Director
  - All the rules as mentioned in section 3 of the application are to be followed
- If the applicant is the Authorised signatory of the organisation
  - All the rules as mentioned in section 4 of the application are to be followed
  - All the proofs must be self-attested by the applicant
- If the applicant is not Authorised signatory of the organisation
  - Authorisation letter duly signed by authorised signatory along with Identification proof of the Authorized signatory to validate the signature
- If the proofs are in foreign language, they must be translated to English

**Note: Company proofs also must be self-attested by the applicant. All signatures by the respective applicants should be followed by official stamp of the organization.**

**All the documents shall be attested by the Indian Embassy of the country of origin**

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

Deviation, if any, is to be brought out clearly in Schedule of Commercial deviation giving clause wise deviation. Any condition / clarification / deviation mentioned elsewhere may not be accepted.

| Sr. No | Terms & Conditions  |
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| 1.     | <p>1. Quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested and otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received on or before 02.00 PM of the due date of opening at following E-Procurement Portal.</p> <p><a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a></p> <p>3. The same shall be opened at 02.30 PM on the same day. Tenders received late may be rejected. Bids shall be submitted as per E-procurement system. Any other mode of submission of offer against aforesaid enquiry will not be entertained.</p> <p>5. For any Technical clarification, please contact<br/><b>Mr. Asif Rizvi (Sr. Engineer)</b><br/>Tower-A ,5th floor,<br/>Advant Navis IT Business Park<br/>Plot No. 7, Sector-142, Expressway Noida,<br/>Noida- 201305 (Phone:0120-6748520)<br/>e-mail : asifrizvi@bhel.in</p> <p>For any commercial clarification please contact person issuing enquiry.</p> <p>6. Price bid should not contain any information / description / terms &amp; condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p> <p><b>7. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. With-drawl of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</b></p> <p><b>8. Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material</b><br/>There will be separate contract awarded for Supply portion and Site execution portion. For Supply portion General Terms and Conditions mentioned here shall be applicable for Site execution portion, Terms and conditions for Installation services shall be applicable. However, any breach in either of the contract shall be deemed as the breach of other contract also.</p> |

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

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|        | <p><b>f) Freight &amp; Insurance:</b> Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p><b>g) Type Test charges:</b> If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them.</p> <p><b>h) Erection / Commissioning supervision charges:</b> If asked in the technical specification, to be quoted separately along with taxes and duties applicable on them.</p> <p>Note: The purchase order shall be placed on Ex-works basis.</p>  |
| 3.     | <p><b>TERMS OF PAYMENT :</b></p> <p><b>&lt;RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY&gt;</b></p> <p><u>For BOIs (non package items)</u></p> <p>100% payment along with taxes, duties, Freight &amp; Insurance within 60 days from the date of receipt of complete invoice containing following documents in 3 sets (Original + 2 copies).</p> <ul style="list-style-type: none"> <li>- Receipted LR</li> <li>- Excise invoice (where ED re-imburement is required)</li> <li>- Delivery Challan / Packing list (case wise)</li> <li>- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers,</li> <li>- MICC issued by BHEL,</li> <li>- Guarantee certificate,</li> <li>- All Test reports and inspection reports,</li> <li>- Performance Bank Guarantee copy.</li> </ul> <p><u>For BOPs : Air-Conditioning &amp; Ventilation, Fire Protection, Illumination, Oil handling system where ETC is in scope of bidder</u></p> <p>a. 90% of Ex-works value along with 100% taxes, duties, Freight &amp; Insurance within 60 days from the date of receipt of invoice. The invoice must contain following documents in 3 sets (Original + 2 copies)</p> <ul style="list-style-type: none"> <li>- Receipted LR / RR</li> <li>- Excise invoice (where ED re-imburement is required)</li> <li>- Delivery Challan / Packing list (case wise)</li> <li>- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers,</li> <li>- MICC issued by BHEL,</li> <li>- Guarantee certificate,</li> <li>- All Test reports and inspection reports,</li> <li>- Performance Bank Guarantee copy.</li> </ul> <p>b.5% of Ex-works value on completion of supplies as per billing breakup.</p> <p>c. 5% of Ex-works value on successful completion of Erection, Testing, Commissioning (To be certified by BHEL site) and final documentation (Against proof of submission to Engineering)</p> <p>Note: When ETC is not in scope last 5% as per (c) above shall be paid along with (b).</p> <p><u>Terms of payment for Type test charges:</u></p> |

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|        | <p>100% payment with taxes and duties on acceptance of test reports by BHEL on certification by BHEL engineering within 60 days from the date of receipt of clear invoice.</p> <p><u>Terms of payment for Supervision charges:</u><br/>100% payment against completion with taxes and duties on certification by BHEL site within 60 days from the date of receipt of clear invoice.</p>   |
| 4.     | <p><b>INTEREST LIABILITY</b><br/>In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>  |
| 5.     | <p><b>GUARANTEE :</b><br/>The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, whichever is earlier. The defective material / component shall be replaced free of cost at site.</p> <p><b>&lt;FOLLOWING TO BE DELETED IN ALL ENQUIRY OTHER THAN ILLUMINATION PACKAGE&gt;</b></p> <p>However for Illumination system after commissioning Lamps, Tubes, Ballast, Starters, Capacitors, Fuses will not be covered in Guarantee.</p>  |
| 6.     | <p><b>PERFORMANCE BANK GUARANTEE :</b></p> <p><b>&lt;PBG CLAUSE TO BE REMOVED BEFORE ISSUE OF ENQUIRY FOR ITEMS FOR WHICH PBG IS NOT REQUIRED&gt;</b></p>  |
|        | <p>Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options.</p> <p><u>Option A</u><br/>A single rolling Bank Guarantee of Rs 20 lakhs initially valid for one year for all the orders being executed for Transmission Business Group, BHEL.</p> <p><u>Option B</u><br/>BG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery and 3 months claim period extra over and above 18 months. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.</p> <p><u>Option C</u><br/>Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 21 months from the date of last delivery.</p> <p><u>Note :</u> For Shield wire, Earthing material, Cable gland, Cable Trench material, GI/PVC pipe, Hardware, Al tube, MS Rod, Label &amp; phase colour disc, HG Fuse, Ferrule, Lug, Marker, Stationary, Office equipment and any petty / sundry purchase no Performance bank guarantee is required.</p> <p>The Bank guarantee shall be from State Bank of India / State bank of Hyderabad / State Bank of Travancore / State Bank of Mysore / Canara Bank / Bank of Baroda / Punjab National Bank / Deutsche Bank / HDFC Bank / Standard Chartered Bank / CITI Bank / ICICI Bank / IDBI Bank / HSBC / any other Nationalised Bank. The original BG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL.</p> |
| 7.     | <p><b>FINAL ENGINEERING DOCUMENTATION:</b><br/>Final documentation as called in the specification is to be submitted within 3 months from the date of despatch of material. In case of default, the Performance BG is</p>  |

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|        | liable to be en-cashed.   |
| 8.     | <p><b>INSPECTION :</b><br/>           BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Despatch Clearance from BHEL.</p> <p>Supplier shall send inspection call on prescribed format (web site) only, with an advance notice of 15 days.</p> |
| 9.     | <p><b>DESPATCH DOCUMENTS :</b><br/>           Following despatch documents are to be immediately sent to purchaser on despatch.</p> <ul style="list-style-type: none"> <li>- Copy of LR</li> <li>- Copy of delivery challan / packing list</li> <li>- Insurance certificate</li> <li>- Guarantee certificate</li> </ul>   |
| 10.    | <p><b>DELIVERY PERIOD:</b><br/>           Bidder to specify delivery period in weeks from the date of LOI / PO.</p> <p>Time for conduction of type test, if required, is to be separately indicated.</p> <p><u>Note:</u><br/>           LR date or Invoice date whichever is later shall be considered as delivery date.</p>  |
| 11.    | <p><b>DELAYED DELIVERY:</b><br/>           In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total Ex-Works Value per week or part thereof subject to maximum of 5% of total Ex-Works value of P.O. will be withheld.</p>  |
| 12.    | <p><b>VALIDITY :</b><br/>           The offer shall be valid for 120 days from the due date of opening.</p>   |
| 13.    | <p><b>ACCEPTANCE / REJECTION OF TENDER :</b><br/>           BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof.</p> <p>BHEL also reserves right to vary the quantities mentioned in the tender.</p>  |
| 14.    | <p><b>EVALUATION :</b><br/>           Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.</p>   |
| 15.    | <p><b>DEVIATION :</b><br/>           The bids having deviation(s) w.r.to tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.</p>  |

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| <b>16.</b> | <b>ARBITRATION :</b>  |
|            | All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The arbitration and contract act 1996' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL.                                  |
| <b>17.</b> | <b>LEGAL SETTLEMENT :</b><br>All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi   |
| <b>18.</b> | <b>SUBCONTRACTING :</b><br>In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.  |
| <b>19.</b> | <b>RISK PURCHASE :</b><br>In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and cost of the successful bidder.   |
| <b>20.</b> | <b>ADJUSTMENT OF RECOVERY:</b><br>Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.  |
| <b>21.</b> | <b>FORCE MAJEURE CONDITION:</b><br>If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.  |
| <b>22.</b> | <b>Pre qualifying requirement:</b><br>Please refer clause no. 1.9 of section-1 of Technical Specifications.   |
| <b>23.</b> | <b>Credentials including documents required for approval of additional vendor by customer:</b><br>1. Documentary evidence to have a minimum experience of 5 (Five) Years for supply of respective item<br>2. Performance certificate for equipments to be in operation for a period of two years as on the date of opening of Bid indicating Order No. & Date, Ordered quantity and the quantity for which performance certificate issued from Electricity Boards/ Power Grid/ Transmission utility.<br>3. 100% quantity covered in the contract have been manufactured and supplied in any one year during the past three years by the vendor.<br><br>Customer approved vendors shall be considered. |

Signature of Bidder  
Seal

**BHARAT HEAVY ELECTRICALS LTD.  
(TRANSMISSION BUSINESS GROUP)**

**TERMS & CONDITIONS FOR INSTALLATION SERVICES**

**NOTE: This format is to be submitted in original only, duly filled in. Reproduction of This format on bidder's letter head or on other paper is not acceptable.**

| Sl. No. | Terms & Conditions  |
|---------|---|
| 1.0     | <p><b><u>SCOPE OF WORK:</u></b></p> <p>The scope of work of the successful tenderer shall comprise but not limited to the following:</p>  |
| 1.1     | <p><del>Receipt of equipment / material at site, unloading, handling, transportation to storage area.</del></p>   |
| 1.2     | <p><del>Inspection/ verification of equipment/ materials received for any shortage/ damage after opening the packing cases and intimating the same to BHEL/ Owner and underwriters within the time period specified by BHEL and to strictly follow the procedures specified. Storage of equipment indoor / open stores in line with the instruction of the BHEL.</del></p>                              |
| 1.3     | <p><del>Conservation/ maintenance/ upkeep of the equipment in the store.</del></p>  |
| 1.4     | <p><del>Temporary lighting in stores and construction area wherever required for their work.</del></p>  |
| 1.5     | <p><del>Safety/ Security of equipments/ materials.</del></p>  |
| 1.6     | <p>Transportation of equipment/ materials from stores to erection site, erection of equipment/ materials in line with the drawings/ instructions to be furnished by BHEL, testing and commissioning and handing over.</p>   |
| 1.7     | <p>Maintenance of associated equipment till handing over, any other activity necessary for completion of the job but not specifically mentioned in this specification.</p>  |
| 1.8     | <p><del>Unloading/ Transportation/ Storing/ Up keeping and handing over of spare items/ equipment.</del></p>  |
| 2.0     | <p><b><u>TESTING AND COMMISSIONING :</u></b></p>  |
| 2.1     | <p>All the electrical / mechanical test of the materials and equipment shall be arranged by the contractor as per standard specification / Field Quality Plan / Erection Manual / Directive of the Site Engineer/ and Owner. The contractor shall fill the check list for storage, erection, testing and commissioning of all their equipment as per BHEL systems to ensure proper quality of work.</p> |
| 2.2     | <p>All the testing equipment required to carry out the site test for all their equipment or the erected equipment shall be arranged by the contractor at his own cost. However, necessary instructions and guidelines will be given by BHEL/Owner.</p>  |
| 2.3     | <p>The contractor shall be completely responsible for the satisfactory erection and providing test equipment and skilled manpower for testing, commissioning of all equipment.</p>  |
| 2.4     | <p>Before charging, the system shall have to be approved by Statutory Govt. Authorities like Electrical Inspector, other concerned agency and the contractor has to arrange approval for the same.</p>  |

| <b>SL. No.</b> | <b>Terms &amp; Conditions</b>  |
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| 3.0            | <b><u>CONSUMABLES:</u></b>   |
| 3.1            | The contractor shall provide adequate inventory of necessary consumables at Site prior to erection so that timely completion of the works under the contract is not held up due to non availability of spares/ consumables.  |
| 4.0            | <b><u>COMMENCEMENT OF WORK:</u></b>  |
|                | Project start / zero date for this work shall be issue date of letter of intent or as specified in P.O.  |
| 5.0            | <b><u>COMPLETION SCHEDULE:</u></b>   |
| 5.1            | The entire work under this tender is required to be completed as specified in NIT / Enquiry.   |
| 6.0            | <b><u>OVER RUN CHARGES:</u></b>  |
| 6.1            | No over run charges are payable.   |
| 7.0            | <b><u>IDLE LABOUR CHARGES:</u></b>   |
| 7.1            | No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.  |
| 8.0            | <b><u>SECURITY-CUM-PERFORMANCE GUARANTEE:</u></b>  |
| 8.1            | The contractor shall furnish security-cum-performance BG for 10% of total contract value within two weeks of placement of work order valid till guarantee period on a non-judicial stamp paper of appropriate value from a nationalized bank or any scheduled bank as per RBI guidelines ( excluding cooperative bank) in the prescribed format . The BG should be sent directly by your banker to us.   |
| 9.0            | <b><u>INSURANCE:</u></b>   |
| 9.1            | The Contractor shall take insurance cover(s) to cover his Tools and Plant assets, workman compensation and third party liability. The contractor shall make available the original insurance cover(s) to the Engineer for necessary verification before commencement of work.  |
| 10.0           | <b><u>QUANTITY VARIATION:</u></b>  |
| 10.1           | In case of item rate contract, the contract value is subject to variation based on the actual quantity executed within $\pm 30\%$ . Quantities of individual items may vary to any extent or may get deleted. No compensation is payable due to variation in quantity. If the work is to be executed on "Lumpsum" basis for the Package, no variation of contract value shall be admissible to the contractor within the scope of contract, as long as the inputs remain unchanged. In case of change in scope after award of the contract, the additions/ deletions to the scope shall be settled at mutually agreed rates.   |
| 11.0           | <b><u>GUARANTEE:</u></b>   |
| 11.1           | Though the work will be carried out under the supervision of BHEL Engineers, the contractor shall be responsible for the quality of the workmanship and shall guarantee the work done for a period of 15 months from the date of putting the complete system into commercial operation or 18 months from the date the system is declared completely erected, duly tested and accepted by customer, whichever is later and shall rectify free of cost all defects due to faulty erection detected during the guarantee period starting from the date of the completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost without prejudice to any other rights under the contract and recover the same from security deposit/ other dues of this project or any other project executed by the contractor. |

| <b>Sl No.</b> | <b>Terms &amp; Conditions</b>  |
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| 12.0          | <p><b><u>TERMS OF PAYMENT:</u></b></p> <p>The terms of payment shall be as under unless specified elsewhere.</p>   |
| 12.1          | No mobilization advance is payable   |
| 12.2          | 70% of the contract price on the monthly progressive bills on pro-rata basis for the unloading, storage and erection work completed as certified by BHEL, Engineer.  |
| 12.3          | 20% after testing of equipments on pro-rata basis & completion of satisfactory commissioning.  |
| 12.4          | 10% of the contract price after acceptance test, retest if any, PG Test and handing over.  |
| 12.5          | The payment due to the contractor shall be released after deducting income tax wherever deductible at source as per Indian. Income tax act and BHEL will issue appropriate certificate to the contractor after tax deduction.  |
| 12.6          | All taxes including sales tax, works tax, service tax etc., if any shall be to the contractor's account. All charges on account of Octroi, Terminal tax and / or other duties on materials obtained for the work shall be borne by the contractor.   |
| 13.0          | <p><b><u>ESCALATION / PRICE VARIATION:</u></b></p>   |
| 13.1          | Prices shall be firm for total contract period and extended period, if any, and no price escalation / price variation will be applicable.  |
| 14.0          | <p><b><u>COMPENSATION FOR DELAY IN EXECUTION:</u></b></p>  |
| 14.1          | In case the contractor fails to complete the work within the time specified or any extension thereof subject to force major condition, the contractor shall be liable to pay by way of compensation, a sum equal to half percent (½%) of the contract price, per calendar week or part thereof by which the commissioning is delayed, subject to a ceiling of 10% of the contract price.   |
| 15.0          | <p><b><u>FACILITIES TO BE PROVIDED AT SITE BY THE CONTRACTOR:</u></b></p>  |
| 15.1          | <del>Watch and ward for the stores and safe custody of the equipment in the scope of Contractor shall be their responsibility.</del>   |
| 15.2          | <del>It is the responsibility of the contractor to dismantle and take away all the materials of his office accommodation as soon as the work is handed over to BHEL/Owner and clean the area of debris.</del>  |
| 16.0          | <p><b><u>ADDITIONAL EXPENDITURE:</u></b></p>   |
| 16.1          | In case any additional expenditure is incurred in the works arising out of the faulty execution of the works by the contractor, such additional expenditure shall be borne by the contractor.  |
| 17.0          | <p><b><u>REGULATION OF LOCAL AUTHORITIES AND STATUS :</u></b></p>  |
| 17.1          | The contractor shall comply with all state and central laws, statutory rules, regulations etc., such as : The payment of wages to, the minimum wages Act. The workmen compensation Act., The employees liability Act., The industrial dispute Act., the employees provident fund Act., Employees state insurance scheme, The contract labour (regulation & abolition) Act 1970 and other Acts, Rules and regulations for labour as may be enacted by the Government during the tenure of the contract and having in force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law. |

**Enquiry No.: 315E121 Dated: 01.08.2015**

| <b>Sl. No.</b> | <b>Terms &amp; Conditions</b>  |
|----------------|--|
| 17.2           | The contractor, as required, will obtain independent license under the contract labour (Regulations and Abolition) Act. 1970 from the concerned authorities based on the certificate (Form-V) issued by the principal Employer/ Customer.  |
| 17.3           | The contractor shall pay all taxes, fees, license charges deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case BHEL is forced to make any of such payments, BHEL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.  |
| 18.0           | <b><u>DISCIPLINE OF WORKMEN:</u></b>   |
| 18.1           | The contractor shall adhere to the disciplinary procedure set by the owner in respect of his employees and workman at site.  |
| 19.0           | <b><u>ELECTRICITY &amp; WATER:</u></b>   |
| 19.1           | Electricity for construction work shall be provided at one point on free of cost basis. The contractor shall have to make their own arrangements for distribution to various locations for their works including proper switch/fuse units, distribution boards, cables poles etc. to ensure safety of men and equipment. If required the contractor shall employ diesel operative equipment in addition to electric operated ones to ensure timely completion of work. |
| 19.2           | Unless stated otherwise, the contractor shall make his own adequate arrangement for procuring clear water to be used in various works.   |
| 20.1           | <b><u>FORCE MAJEURE:</u></b>   |
| 20.2           | The following shall amount to force majeure conditions:<br><br>Acts of God, Act of any Government, war, sabotage, riots, civil commotion, Police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes, over which the contractor has no control.  |
| 21.0           | <b><u>ARBITRATION:</u></b>   |
| 21.1           | In case of any dispute, a sole arbitrator will be appointed by BHEL and whose decision would be final and binding on both the parties. The place of arbitration shall be any Indian city as decided by BHEL.   |
| 22.            | <b><u>VALIDITY OF OFFER:</u></b>   |
| 22.1           | The offer shall be valid for <b>120 days</b> from the date of opening.   |

We understand that the bids having deviation (s) w.r.t tender are to be out rightly rejected. BHEL, however at their discretion, if consider the bid, have undisputable right to load the prices for price comparison as they deem fit.

Signature of Supplier  
With seal

**Annexure to GTC (BHEL/TBG/GTC/02-07) (For Indian Suppliers Only)****Enquiry No.: 315E121 Dated: 01.08.2015**

Mentioned clauses of General Terms and Conditions are to be read as follows:

**Clause 1:**

2. Bid submission time: up to 14:00 Hrs. of the due date of opening
3. Bid opening time: 14:30 Hrs. the due date of opening

**Clause 2: PRICES**A.1.: **Applicable**A.2.: **Not applicable**B.1.: **Not Applicable**

**B.2. Applicable: ADB funded project, Excise Duty is exempted against EDEC & CST applicable concessional rate. Other Taxes & duties are payable.**

B.3. **Not applicable****Clause 3: TERMS OF PAYMENT****Terms for BOP are applicable:**

- a. 90% of Ex-works value along with 100% taxes, duties, Freight & Insurance within 60 days from the date of receipt of invoice. The invoice must contain following documents in 3 sets (Original + 2 copies)
  - Endorsed LR (**to be endorsed by BHEL site representative in favor of the customer stating "Endorsed in favor of Customer Name and the transporter is instructed to deliver the goods to Customer, Site Name, and Site Address"**) and Receipt of Material by BHEL site person in MRC format.
  - Excise invoice (where ED re-imburement is required)
  - Packing list (case wise)
  - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers,
  - MICC issued by BHEL,
  - Guarantee certificate,
  - All Test reports and inspection reports,
  - Performance Bank Guarantee copy.
- b. 5% of Ex-works value on completion of supplies as per billing breakup.
- c. 5% of Ex-works value on successful completion of ETC (To be certified by BHEL site) and final documentation (Against proof of submission to Engineering)

Terms for BOI are not applicable.

**Clause 11: DELAYED DELIVERY**

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

- a) LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.
- b) In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value.

**Clause 16: ARBITRATION**

The Arbitration shall be under “The Arbitration and conciliation act 1996”.

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**Note:**

1. Supplier has to specifically indicate/ tick mark their preference for Performance Bank Guarantee out of options B and C (**Option A is not applicable**) mentioned in clause no.6 of the General terms and conditions (BHEL/TBG/GTC/02-07).

2. Proposed Delivery Plan: **for Balaghat: 30.03.2016, for Badnawar: 30.03.2016, for Bhopal: 30.09.2015, for Nagda: 30.09.2015 & for Chhegaon: 30.09.2015**, Vendor has to quote their best delivery plan in activity schedule.

3. “MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EMI certificate along with CA certificate (Format enclosed as per Annexure – 1) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents”.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided any of the following documents are submitted along with application for registration.

- Valid NSIC Certificate or
  - Entrepreneurs Memorandum part II (EM II) certificate (with deemed validity of 2 years) or
  - EM II certificate with CA certificate (as per prescribed format at annexure 1) applicable for the year, certifying that investment in Plant & machinery of the supplier is within the permissible limits as per the MSME Act for relevant status (Micro or Small), where the deemed validity of EM II is over.
  - However credentials of all MSE suppliers will be reviewed for giving the intended benefits for MSE Suppliers as per clause (ii) at the time of tender evaluation.
4. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid in the Reverse Auction. Non-submission of „online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

➤ **Excise duty, Sales Tax & Service Tax:**

**i) Vendor’s factory/works supplied items:-**

For the above vendor’s factory/works supplied items vendor shall be required to indicate specific rate of Excise Duty applicable (with Excise Duty tariff category no.). The Excise Duty shall be reimbursed on his factory supplied item against requisite documentary evidence. The invoice cum excise duty gate pass for these items should contain the name of ultimate

consignee as specified in the order/contract. Sales Tax/VAT rate should be clearly indicated by vendor separately for the above items for getting reimbursement from purchaser.

**ii) Vendor's bought out (Not vendor's factory/work's supplied items):-**

No excise duty shall be payable by BHEL on inputs, bought out items, raw materials and components consigned directly to site from sources other than vendor's factory/works. The ex-works price of these items should be inclusive of duties and no statutory variation/reimbursement shall be permissible. Sales Tax/VAT on direct sales by seller /contractor to the purchaser shall be reimbursed if the same is indicated as extra. For this purpose vendor shall have to indicate the applicable rate in his price bid. If the Sales Tax/VAT is indicated as inclusive in ex-works prices it will not be eligible for reimbursement/variation from BHEL.

iii) **Service Tax shall be payable extra as per actual prevailing rate, if indicated extra.**

➤ **SPECIAL INSTRUCTIONS:**

- **Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.**
- **Evaluation of Tender shall be done on total cost to BHEL basis for all six sites together, however Order shall be placed separately for each site.**
- **Sub station wise separate LR shall be generated.**

➤ **LOADING CRITERIA:**

**TERMS OF PAYMENT:**

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

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

**Delayed Delivery:**

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

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

**Annexure to GTC (BHEL/TBG/GTC/02-07) (For Foreign Suppliers only)****Enquiry No.: 315E121 Dated: 01.08.2015**

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Mentioned clauses of General Terms and Conditions are to be read as follows:

**Clause 1:**

2. Bid submission time: up to 14:00 Hrs. of the due date of opening
3. Bid opening time: 14:30 Hrs. the due date of opening

**Clause 2: PRICES****A.1.: Applicable****A.2.: Not applicable****B.1.: Not Applicable****B.2. Applicable: ADB funded project, Excise Duty is exempted against EDEC & CST applicable concessional rate. Other Taxes & duties are payable.****B.3. Not applicable****Clause 3: TERMS OF PAYMENT****Terms for BOP are applicable:****LR to be read as Bill of Lading/AWB**

- a. 90% of Ex-works value along with 100% taxes, duties, Freight & Insurance within 60 days from the date of receipt of invoice. The invoice must contain following documents in 3 sets (Original + 2 copies)
  - Endorsed LR (**to be endorsed by BHEL site representative in favor of the customer stating "Endorsed in favor of Customer Name and the transporter is instructed to deliver the goods to Customer, Site Name, and Site Address"**) and Receipt of Material by BHEL site person in MRC format.
  - Excise invoice (where ED re-imburement is required)
  - Packing list (case wise)
  - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers,
  - MICC issued by BHEL,
  - Guarantee certificate,
  - All Test reports and inspection reports,
  - Performance Bank Guarantee copy.
- b. 5% of Ex-works value on completion of supplies as per billing breakup.
- c. 5% of Ex-works value on successful completion of ETC (To be certified by BHEL site) and final documentation (Against proof of submission to Engineering)

Terms for BOI are not applicable.

Note: 1. In case of foreign vendor opts for inland transportation also, payment (for supply, and Marine F&I and Inland F &I) shall be made within 60 days from the date of receipt of invoice including endorsed LR and Material Receipt Certificate along with other dispatch documents.

2. In case, where inland transportation is not in foreign vendor's scope, payment shall be made within 90 days after arrival of shipment at Indian discharge port (considering 30 days time for inland transportation "from arrival at Indian discharge port to site").

**Clause 11: DELAYED DELIVERY**

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

- a) LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.
- b) In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value.

**Clause 16: ARBITRATION**

The Arbitration shall be under "The Arbitration and conciliation act 1996".

**Note:**

1. Supplier has to specifically indicate/ tick mark their preference for Performance Bank Guarantee out of options B and C (**Option A is not applicable**) mentioned in clause no.6 of the General terms and conditions (BHEL/TBG/GTC/02-07).

2. Proposed Delivery Plan: **for Balaghat: 30.03.2016, for Badnawar: 30.03.2016, for Bhopal: 30.09.2015, for Nagda: 30.09.2015 & for Chhegaon: 30.09.2015**, Vendor has to quote their best delivery plan in activity schedule.

3. 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 have 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.

4. Price Break up should consist of the following breakup:-

- a. FOB port of Loading.
- b. Marine Freight from load port to any Indian discharge port.
- c. Marine Insurance from load port to any Indian discharge port.

Marine Freight and Insurance to be quoted separately. BHEL may arrange Marine Shipment or exercise option for shipment by vendor at quoted F&I rates. If any foreign vendor quotes on FOB basis only, then loading for Marine F&I and custom clearance and inland F&I will be done by BHEL.

5. Freight & Insurance from discharge port to site – Vendor to quote for the same, however BHEL may also arrange the same for arriving at landed cost to BHEL at site. In such a case, loading will be done by BHEL in respect of F&I from discharge port to site.

6. If custom clearance at discharge port is done by BHEL, then loading will be done by BHEL in respect of Custom duties, any other duty and custom handling charges.

**7. OFFER EVALUATION:**

a) In case of offers from Indian vendors only - Evaluation shall be done on landed cost to BHEL at site.

b) In case of offers from foreign vendors only - Evaluation shall be done on landed cost to BHEL at site and PO shall be placed on CIF basis with an option to convert it on FOB (load port). In case, inland F&I will be in vendor's scope, then separate order will be placed for inland F&I.

c) In case of offers from Indian and foreign vendors both - Evaluation shall be done on landed cost to BHEL at site.

8. For evaluation, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (part-I in case of two part bid) shall be considered.

Note- In case, scheduled date of tender opening gets extended due to any reason, then extended tender opening date will be considered for TT selling rate of SBI.

9. Following details regarding shipment shall also be mentioned in offer to arrange logistics for the same-

a) No. of package.

b) Size and Weight (Net & Gross) of each package.

c) No. of containers required with type of container & size of container.

d) Type of cargo (Break Bulk/LCL/FCL).

e) Custom Tariff No.

➤ **SPECIAL INSTRUCTIONS:**

- **Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.**
- **Evaluation of Tender shall be done on total cost to BHEL basis for all six sites together, however Order shall be placed separately for each site.**
- **Sub station wise separate LR shall be generated.**

➤ **LOADING CRITERIA:**

**TERMS OF PAYMENT:**

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

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

**Delayed Delivery:**

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

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

**Certificate by Chartered Accountant on letter head**

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

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

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

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs 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 which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:



(Signature)

Name -

Membership number -

Seal of Chartered Accountant

**Terms & Conditions of Reverse Auction**

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit ‘online sealed bid’ in the Reverse Auction. Non-submission of ‘online sealed bid’ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.