



BHEL GOINDWAL

**Annexure A TERMS AND CONDITIONS FOR ENQUIRY NO. BHE:IVP:SC:NDEV-1516 DATED:
19.08.2015 OPENING DUE DATE: 02.09.2015.**

(SUB-CONTRACTING DEPARTMENT)

PART - A

1. Sealed tenders in two parts; Part-I: Techno-commercial bids and Part-II: Price bids are invited for tender enquiry no. BHE:IVP:SC:NDEV-1516 dated 19.08.2015 for development of machining of Isolating/Flap/Gate/Ball valves - castings/components and FB products on job work basis as per attached Techno Commercial Bid Format.

For Unregistered Vendors

Vendors having Suitable Machinery for the machining of the above mentioned job may only quote in this Tender. Vendor (Unregistered vendor with sub-contracting BHEL IVP Goindwal) needs to provide self-certified machinery detailed list as per Techno-Commercial Bid Annexure against each item for which he is quoting and completely filled BHEL's SRF (supplier registration form).

The vendor's SRF and Techno Commercial bid shall be duly evaluated and after Tender committee's recommendation, the bidder will be qualified for Price Bid Opening. BHEL reserves the right to assess type of machinery by visiting vendor's works. Technical Qualification of the bidder will be at sole discretion of BHEL.

The unregistered vendors need to apply for supplier registration at BHEL IVP Goindwal, as per procedure mentioned in clause No. 27.

For Registered vendor with sub-contracting BHEL IVP Goindwal

The firm already registered with sub-contracting BHEL IVP Goindwal need not to submit Supplier registration for but needs to provide self-certified machinery detailed list as per Techno-Commercial Bid Annexure against each item for which he is quoting.

The vendor's Techno Commercial bid shall be duly evaluated and after Tender committee's recommendation, the bidder will be qualified for Price Bid Opening. BHEL reserves the right to assess type of machinery by visiting vendor's works. Technical Qualification of the bidder will be at sole discretion of BHEL.

BHEL will not provide any fixture development cost or Tooling cost for machining of items. The vendor has to quote inclusive rates keeping in mind anticipated tenders for same items from BHEL after successful completion of the Order.

The two bids should be submitted in separate inner envelopes duly mentioning the detail as follows:

Bid	Description	Superscription on envelope	Min documents to be submitted
Part-I	Techno-Commercial bid in response to tender enquiry no. BHE:IVP:SC:NDEV-1516 Dated 19.08.2015.	PART-I "Techno-Commercial Bid" Tender Enquiry no. BHE:IVP:SC:NDEV-1516 Dated 19.08.2015. Due date of opening: 02.09.2015 Sender:	Acceptance of all terms and conditions. Taxes applicable, if any, are to be mentioned in this part bid.
Part-II	Price bid in response to tender enquiry no. BHE:IVP:SC:NDEV-1516 Dated 19.08.2015.	PART-II "Price Bid" Tender Enquiry no. BHE:IVP:SC:NDEV-1516 Dated 02.09.2015.	Price bid duly filled prices in numbers and words as mentioned in unpriced bid.



Part-I: Techno-Commercial bid should contain

- Acceptance of Techno-Commercial terms and conditions should be attached next. This can be attached either by signing each page of terms and conditions or a confirmation statement. If nothing is mentioned for any term, it shall be summarily concluded that the same is acceptable and no representation whatsoever shall be entertained later on.
- Unprice bid, filling all other details except **unit price**.

Both the sealed envelopes should be put in an outer envelope clearly mentioning Tender Enquiry No. and due date of opening & sender's address on it. Quotations shall reach us by 1100 Hrs. on or before 02.09.2015. Sealed tender can be dropped in tender box marked as "TENDER BOX". This tender box is located at entrance of administrative building of IVP Goindwal.

Techno-Commercial bid shall be opened at 1130 Hrs. on same day at Conference Hall IVP Goindwal. For finalizing prices, BHEL will open the sealed price bids (Part-II).

Based on evaluation of techno-commercial offer, Price bid of the bidder who qualifies from techno-commercial evaluation shall be opened. The price bid may be opened on **05.09.2015 at 1130 Hrs.** In case of any change in Schedule of price bid opening, the same will be informed to bidders before 1730 Hrs on 04.09.2015

Please submit all the documents/confirmations as per terms and conditions. This will facilitate quick evaluation and early finalization of tender.

2. PRICE QUOTATION SHALL BE AS PER UNDER:

- a. The items are to be machined as per drawing number as mentioned in Sub Contract Purchase Order and minimum rates are to be quoted by the Vendor (hereinafter referred as Sub-Contractor) on per piece basis and on FOR Goindwal Basis.
- b. Rates shall be inclusive of all statutory levies applicable.
- c. Excise duty and other taxes, if any, applicable on scrap retained by sub-contractor shall be borne by the sub-contractor.
- d. Contractor should quote rates for each item with retention of cutting/turning/boring/Notching/Piercing of ferrous scrap.
- e. Excise duty/ VAT for materials lying at their works for a period more than 180/90 days resp., whatsoever may be the reason for retention of the material, if any, shall be borne by the Sub-contractor.

3. SCOPE OF WORK:

The scope of work includes machining of castings and other components as per drawing provided. Raw material for machining, i.e., Casting, Bar stock, Plates after gas cutting, etc. shall be provided as raw material to the vendor by BHEL. Drawings can be **can be requested by emailing/calling prikshit@bhelivp.in (01859-224654).** Raw material for Items at S.No 31,32 & 33 will be provided in the form of solid blocks and scrap generated for these items will be returned to BHEL after considering 8% burning allowance. Also these items are to be supplied without any chromium carbide plating.

4. VALIDITY OF OFFER:

The rate quoted will be valid for 90 days after tender opening for finalization of the Tender.

5. VALIDITY OF TENDER:

The validity of Tender for placing purchase order will be 12 months from date of finalization of Tender. Beyond this period if any item/item quantity is not loaded, the same item/ item quantity will be forfeited.

6. LOADING:

Tender will be entered into requisite no. of vendors to ensure that sufficient no of machining sources are developed. For this, BHEL reserves the right to give counter offers to others than L1 vendor.



1. 100 % Load will be given to L1 vendor for items from S.no 27 to 33.

For all other items:

2. If L1 Bidder is MSE and belongs to SC/ST category, the tender quantity may be divided in the proportion of 50:30:20 (50% for L1, 30% for L2 and 20% for L3).
3. If L1 Bidder is MSE but doesn't belongs to SC/ST category, the tender quantity may be divided as follows:

Tender Enq. S.No	L1 Qty	L2 Qty	L3 Qty	Eligible MSE SC/ST
1,4,5,6&7	3	1	1	1
2&3	6	3	2	1
8, 11 to 17 , 20 to 25	5	2	2	1
9, 10, 18, 19 & 26	10	5	4	1
34 to 37	60	30	25	5

Load to L2, L3 and eligible MSE SC/ST vendors will be given only after acceptance of counter offers at L1 rate. If there is no Eligible MSE SC/ST vendor then load reserved against this category will be loaded to L2 vendor.

4. If L1 Bidder is non-MSE, the tender quantity may be as follows:

Tender Enq. S.No	L1	L2	L3	Eligible MSE Vendors
1,4,5,6&7	2	1	1	2
2&3	6	2	1	3
8, 11 to 17 , 20 to 25	5	2	1	2
9, 10, 18, 19 & 26	10	4	2	4
34 to 37	60	22	14	24

Load to L2, L3 and eligible MSE vendors will be given only after acceptance of counter offers at L1 rate.

I. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent may be offered 20% quantity of tender quantity at L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. In case of more than one such Micro and Small Enterprise, the supply may be shared equally. If there are more than one MSE in the price band of L1+ 15% to whom the offer has been sent and some of them reject the offer then the remaining quantity may be distributed equally to the MSEs accepting L1 prices.

II. 20% from the 20% quantity (i.e. 4% of the tender quantity) offered to the MSE's may be reserved for MSE's owned by SC/STs. In event of failure of such Micro and Small Enterprises to participate in tender



process or meet tender requirements and L1 price, 4 per cent quantity for Micro and Small Enterprises owned by SC/ST entrepreneurs may be met from other Micro and Small Enterprises.

III. If there is no MSE in the Price band of L1+15% then the 20% quantity may be loaded to L1 vendor.

5. In case of non- acceptance of counter offer by any vendor, the corresponding quantity would be Loaded to L1 vendor.
6. Counter offers will not be issued to Highest Bidder. However, in case of MSE bidders and items where there are 3 or less than 3 vendors, eligible for a proportion of Tender Quantity, will be given counter offer.
7. In case of single bid, then 100% of tender quantity will loaded to L1 vendor.
8. In case there is no vendor against any category, then quantity reserved against that category will be loaded to L1 vendor.

7. INSPECTION:

- a. Inspection of the finished components will be done at vendor's premises after receipt of inspection request along with dimension report. No deviation unless authenticated by authorized BHEL Officials will be allowed. The inspection request and the dimensional report shall be in the format prescribed by Quality Department.
- b. BHEL reserves the right to carry out inspection at its premises as and when required.
- c. In case of Rework at Sub Contractor's end due to operator fault, the rework shall be carried out by Sub Contractor free of cost.
- d. In case of rejection at Sub-contractor's end due to operator fault, raw material cost along with any other relevant charges will be recovered.

8. DELIVERY OF FINISHED COMPONENTS:

- a. Vendor code, component code, IR No. shall be written on all the finished components with white paint.
- b. The inspected components shall be delivered at Component Stores along with 4 copies of delivery challan, bearing seal of Main Gate Security and 2 copies of Inspection Report.
- c. Delivery challan should have the details like PO No., IR NO., and Component Code.
- d. Finished components shall be unloaded in designated area as directed by the Store-keeper.
- e. Finished goods shall be delivered at Component Stores at Sub-contractor's own cost.
- f. The Sub Contractor shall supply the finished components with proper packing arrangement as specified in respective Purchase Order(s).

9. DELIVERY SCHEDULE:

Vendor shall be required to complete the order within 60 days after placing firm PO/ LOI (Letter Of Intent).

10. ISSUE OF RAW MATERIAL:

- a. Raw materials shall be issued from Main Stores/component stores and cost of transportation shall be borne by the Sub-contractor.
- b. The raw material shall be provided by BHEL as per BHEL drawing with proper machining allowances.
- c. The vendor is required to lift the material within three days of release of PO.

11. ACCESS TO MANUFACTURING PREMISES:

During the currency of the contract and while Sub-Contracting Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL, if our contractual requirements with our customer's call for the same.

**12. GUARANTEE:**

Vendor shall give a guarantee of eighteen months from acceptance of material at BHEL for undertaking repairs/replacement of any defect observed during machining/ assembly/ hydraulic testing or subsequent processing notwithstanding the previous acceptance. Entire cost of such repairs/replacement of material will be deducted from any of the running bills/PBG

The components machined as per BHEL drawing should be free of machining/welding/gas cutting/fabrication defects. If the item is found defective after receipt during onward processing at Shop, total cost will be recovered from Sub-contractor as per clause no. 7c & 7d.

13. CONFIDENTIALITY OF BHEL DRAWINGS/DOCUMENTS:

Sub-contractor/s shall ensure confidentiality of BHEL drawings and documents issued to them and shall not pass on the same to any unauthorized agency/person. Violation of the same shall tantamount to cancellation of the contract of the Sub-contractor.

14. BANK GUARANTEE AND SECURITY DEPOSIT:

- a) Sub-contractor will have to execute a Bank Guarantee, in the prescribed format, for a sum of 5% of the value of the maximum materials likely to be in possession of the Sub-contractor at any point of time.
- b) Additionally, Security Deposit shall be recovered at the rate of 5% from running bills of sub-contractors in a calendar year. The Security Deposit shall carry no interest and shall be refundable in next calendar year.

15. INDEMNITY BOND:

Sub-contractor shall have to indemnify BHEL for any loss to BHEL's material in custody of the Sub-contractor against theft or financial liability against funding agency/financial institution or any other loss. The bond is to be executed on non-judicial stamp paper as per the format prescribed by BHEL.

16. TERMS OF PAYMENT:

- a. Due payment against job work done shall be made within 30-45 days from receipt of accepted material at IVP Goindwal and receipt of following documents:
 - i. Two copies of Invoice i.e. Original & Duplicate for Transporter
 - ii. Four Copy of Challan
 - iii. Inspection Report
 - iv. Scrap Accountal statement for retained ferrous scrap duly verified by Sub-Contg. Dept.
- b. The rejected material should also be deposited along with the accepted material through Delivery Challan.

BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.

17. FIRM PRICES:

The contract shall be on the basis of firm prices. No variation in price shall be entertained during the currency of the purchase order.

18. PENALTY AND TERMINATION:

- a) If the Sub-contractor fails to deliver the material or any installment thereof within the period fixed for such delivery or at any time repudiates the purchase order before the expiry of such period, BHEL may without prejudice to the right of the Sub-contractor imposed damages for breach of the Sub-contracting order.



- b) 'Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders released under the scope of this contract shall be made within the time limit prescribed therein. Penalty for late delivery will be applicable @ 0.5% per week or part thereof subject to a maximum of 10.0 %.
- If any vendor does not accept LD ½% of the supply for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% LD shall not be loaded on account of LD. However bidders who offer any other % LD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 – 7 = 3).
- c) Withdraw the material and Sub-contract elsewhere without notice to the Sub-contractor, on the account and at the risk of the Sub-contractor, of the components not so delivered. The decision of BHEL in this regard shall be final and binding without canceling the Sub- contracting order in respect of the installments not yet due for delivery, or
- d) Cancel the Sub-contracting order or a portion thereof and if so desired Sub-Contract the materials not so delivered at the risk and cost of the Sub-contractor. If the Sub-contractor has defaulted in the performance of the original order, the BHEL shall have the right to ignore its tender for risk purchase even though the lowest. Where action is taken under this clause, the Sub-contractor shall be liable, for any loss which the BHEL may incur due to the Sub-contractor failure to deliver the component within the period fixed for such delivery.

19. FORCE MAJEURE:

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the Vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

20. DISPUTES/ARBITRATION:

In the event of any dispute and /or difference arising between the Sub-contractor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

21. JURISDICTION:

The court of the place from where the Sub-contracting order issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

22. SUB-LETTING:

The Sub-contracting order or any part thereof shall not be Sub-contracted, assigned or otherwise transferred without giving the notification to BHEL in writing. Details of specific operations to be subletted shall be given to BHEL by vendor in his techno commercial bid. Sources of subletting shall be intimated to BHEL before placement of PO. However, total responsibility of safeguard of BHEL material lies with the vendor on whom BHEL will place PO.

**23. MISCELLANEOUS:**

- a) BHEL reserves the right to accept or reject any part or whole of the tender without assigning any reason thereof.
- b) BHEL reserves the right to discontinue any component/change scope of work/assembly as the need arises from time to time during the currency of tender
- c) In case of any loss that might be caused to BHEL due to lapse on the part of the workers deployed by Sub contractor, such loss shall be compensated by Sub Contractor and in this connection, BHEL has the right to deduct appropriate amount from his bills etc. to make good of such loss to BHEL beside imposition of penalty. In case of any deficiencies /lapses on the part of personnel deployed by Sub contractor, BHEL shall be within its right to terminate the contract forthwith or take any other action without assigning any reasons whatsoever.
- d) The quantity mentioned in tender enquiry is Tentative Quantity. The actual quantity may vary from this and is also subject to availability of raw material with BHEL. The scope of machining items may have minor deviations as mentioned in the attached drawings.
- e) The identification and traceability w.r.t. Make/Melt/Heat & Material type of raw material issued to Sub Contractor shall be maintained by him during processing and onward final submitting the components in BHEL Stores. BHEL reserves the right to verify the compositions/mechanical/chemical properties of parent material at any stage of processing at Sub Contractors end and also of final machined components submitted in BHEL stores.

24. DEALING WITH BANNED SUPPLIERS /CONTRACTORS:

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

25. PREFERENCES FOR MSE's:

Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises.

Main points which are mentioned in the above order are as follows:

- 20% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 4% from the above mentioned 20% procurement quantity shall be procured from MSE's owned by SC /ST's. Failure to participate by any MSE owned by SC/ST's this 4% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

***All these preferences are applicable subject to the submission of applicable certificates**

(i.e. District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises)

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from date of issue of acknowledgement in



EM II) or valid NSIC certificate or EM II certificate along with CA certificate (Format Enclosed as per Annexure- I 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 I in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a gazetted officer.

26. WORDS AND FIGURES:

- a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity}, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

Necessary Document to be submitted in Part-I:

- Acceptance of all techno-commercial terms and conditions. **If nothing is mentioned for any terms and condition, it shall be concluded that the same is accepted.**
- Un-priced bid with all taxes and duties (extra/inclusive) and % mentioned.

Document to be submitted in Part-II:

Rates per set (no.) mentioned in figures as well as in words. **No other condition shall be mentioned.**

27. SUPPLIER REGISTRATION:

Bidders, who currently are not on registered List of BHEL IVP Goindwal Sahib may submit duly filled format for “Vendor Registration form”. The Vendor Registration form is available on BHEL website www.bhel.com. The vendor registration form can be requested by emailing/calling at sb@bhelivp.in (01859-224647)/prikshit@bhelivp.in (01859-224654). Registered vendor with BHEL IVP Goindwal has to mention their Vendor Code. Registered vendor with any other unit of BHEL are also required to mention their vendor code given by respective BHEL unit along with photocopy of latest PO from BHEL unit. Techno Commercially qualified bidder may be asked for submission of supplier registration form.

28. REVERSE AUCTION:

“BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to 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.

**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).

- a. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- b. 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.
- c. 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.
- d. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- e. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- f. 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.
- g. 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.
- h. Reverse auction will be conducted on scheduled date & time.
- i. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- o. 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.

29. **Fraud Prevention:**
“The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.”



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19.08.2015 OPENING DUE DATE: 02.09.2015.**

Prikshit Ravesh
(Sr. Engr./Sub Contg)