

ITEMS ANNEXURE-A FOR ENQUIRY 3431062E

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SNO	MATERIAL CODE / DESCRIPTION	UNIT	QTY	LOT	LOT QTY	DELY DT
01	158116270000 CR COIL 1.25x903 MM TO SPEC IS 513 DD AND AS PER BHEL TDC RTE 257/03 INDIVIDUAL COIL WEIGHT SHALL BE IN 12.0 TO 20.0 MT QTY TOLERANCE: +/- 2%	MT	8000.00	I II III	3000.00 2000.00 3000.00	30 Days from PO 45 Days from PO 60 Days from PO
02	158116290000 CR COIL 1.20x903 MM TO SPEC IS 513 DD AND AS PER BHEL TDC RTE 257/03 INDIVIDUAL COIL WEIGHT SHALL BE IN 12.0 TO 20.0 MT QTY TOLERANCE: +/- 2%	MT	1750.00	I	1750.00	45 Days from P.O.
03	158422020850 CR COIL 0.63x850MM TO SPEC CORTEN-A OR ASTM A242 OR IT'S EQUIVALENT AND AS PER BHEL TDC:RTA:404/07; INDIVIDUAL COIL WEIGHT: 5.0 TO 10.0 MT QTY TOLERANCE : -0/+10%	MT	524.00	I	524.00	30 Days from P.O.

MANAGER/PURCHASE



ANNEXURE – B to OPEN TENDER Enq: 3431062E Dt: 05/11/2013
FOR SUPPLY OF COLD ROLLED COILS
STANDARD TERMS & CONDITIONS
(FOR GUIDANCE TO THE SUPPLIERS)

A] Submission of Offer

Sealed tenders super-scribed with Tender Number, Due Date, Item Name & Supplier's Name and Validity of the Offer shall be addressed to Manager / Purchase (Steel), Bharat Heavy Electricals Limited, Ranipet – 632 406, Tamilnadu, INDIA, so as to reach him on or before the date and time specified in the tender. It shall contain two sealed covers in one envelope.

Sealed envelope super-scribed, with Tender Number, Item Name, Tender Due Date & Supplier's Name, Validity of the offer/s containing:

Cover I: Techno-Commercial and Unpriced Bid

Sealed Cover super-scribed "Cover I – Techno-Commercial and Unpriced Bid" containing:

- a) **Complete technical Offer** with details, catalogues, as applicable.
- b) **Un-priced bid** (i.e. Bid without the Price),
- c) **Filled-in BHEL's Standard Commercial Terms & Conditions (Annexure C)** for Procurement of Cold Rolled Coils enclosed with the Tender Document.
- d) **All relevant enclosures** of above documents / formats, if any.
- e) **Deviation summary** submitted in two parts – giving the summary of technical deviations separately and the commercial deviations separately, if any and
- f) **Shipping weight and cubage** (length, width & height) size of packing, including special shipping arrangements that may be required. If containerization is planned details of requirements like flat bed containers, open top containers, Standard 20' / 40' containers - number of containers required etc. (Shipment preferably through' Break Bulk mode)
- g) **Supporting documents** to substantiate equivalent material specifications / sections, where quoted for.
- h) **Clientele list** with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any) to whom the same / similar items are supplied in the past two years. The date of supply may also be indicated, against each client.
- i) **Bidders who are not already registered with BHEL Ranipet** are requested to submit the filled in Supplier Registration Forms (SRF) available in the BHEL website-ww.bhel.com and the other required documents called for in the SRF (including the facilities available at the mill – starting material to finished product, manufacturing quality plan, inspection & test plan to meet the TDC requirements) along with the technical bid. In addition, vendors may submit an experience certificate detailing the quantity supplied spec wise year wise along with the unpriced PO copies and proof of supply along with the offer for all the tendered specifications. Technical acceptance of offer by BHEL shall be based on the evaluation of offer and the submitted documents.
- J) **Authorization Letter:** Such of those tenderers who wish to participate in the Tender Opening, should attach an authorization letter which shall be duly signed and stamped in original, identifying the representative to be deputed for tender opening.



Note

- (i) The materials offered, shall conform to the specification and scope attached in the tender.
- (ii) In case the offered materials are not conforming to the Enquiry material Specification or such that the offered sections do not match the enquiry, such offers would not be considered for evaluation and would be rejected. Where equivalent specifications and sections are offered considering such offers will be at the sole discretion of BHEL. Wherever alternative standards / specifications are offered by Bidder, the Bidder shall provide sufficient documentary evidence to ensure equivalence to the designated standards / specifications, failing which the offer would be considered as not technically acceptable and hence shall stand rejected.
- (iii) All taxes and duties payable as extra to the quoted price should be specifically stated in offers. Offer from within India shall be submitted along with CST & TIN No. / Tariff No. etc, failing which the purchaser will not be liable for payment of such taxes and duties. Our TIN No. 33243560005, CST No. 239383/11.06.91, BHEL ECC No. AAACB4146PXM008.
- (iv) The un-priced bid is to be used to indicate relevant commercial implications without indicating price.
- (v) Commercial terms are to be indicated clearly in the offer.
- (vi) No changes shall be entertained once the bid is opened unless otherwise specifically agreed to in writing by BHEL.
- (vii) Money values shall not be indicated anywhere in the un-priced bid.
- (viii) Time required for inspection (at Supplier's works), should be clearly given in terms of numbers of working days
- (ix) It is advised that all the pages and annexure to the Techno-Commercial bid should be serially numbered, including indicating the total number of pages.

Sealed envelope super-scribed Cover – II (Price bid), with Tender Number, Item Name, Tender Due Date & Name of the Supplier and Validity, containing:

Sealed Cover super scribed "Cover II –Price Bid" containing:

Price Bid (i.e. Un-priced bid but with Price duly filled-in) in conformance with the commercial terms as per Cover- I.

The Prices in INR shall be indicated in both figures and words.

Wherever there is a discrepancy between the figures and the words, the value as indicated by words shall be taken as the "Price" by the Purchaser. Similarly if there is a discrepancy between the Unit Price and the Value on account of arithmetical error in the computation of the Value (Price x Quantity), only the Unit Price would be taken by the Purchaser for consideration. No corrections would be permitted after the submission of the bids. Error statements should be completely erased / struck out and fresh values given in the offer, which should be initialled and attested by the tender submitting authority. Offers without the above may become liable for rejection.

Note

- (i) The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight, insurance charges, duties and taxes shall be shown appropriately, as applicable).
- (ii) No Price Variation Clause will be entertained and No advance payment will be made by BHEL.
- (iii) In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Cover I) shall hold good and the commercial term quoted in the Price Bid (Cover II) shall not be considered.
- (iv) In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes.



- (v) The quotation should be valid at least for a period of 90 days from the tender opening date and 60 days from the date of the Reverse Auction..
- (vi) Offers should be submitted in two sets, one original and one copy.
- (vii) The offers should invariably contain Signature (ink-signed) & Office Stamp of the Supplier. Any corrections / erasures in the offers should be initialled and stamped.
- (viii) Bidders should submit the prices in Indian Rupees only.
- (ix) Suppliers shall quote on FOR Destination basis only. Destination is BHEL, Ranipet Stores.
- (x) Where the cargo is containerized, Container stuffing charges would be to the account of the supplier, where the containers are to be stuffed at the works of the supplier.

B] Opening of Offers

a) Tenders shall be received up to 1300 Hours on 27.11.2013 and be opened on the same day at 1430 Hours. Tenders received after 1300 Hours would not be opened. The times indicated are Indian Standard Time (IST). Tenders received after 13:00 Hrs would be designated as "Late Offer" and would be returned back to the Bidder unopened.

b) Supplier shall submit two covers (Cover-I techno-commercial bid & Cover-II price bid) in one envelope only. If one cover containing all the bids techno-commercial bid & price bid together, the **bid is liable for rejection**. The decision to accept such bids shall be the sole discretion of BHEL, which may be done by BHEL after segregating the bids so received.

c) Such of those Tenderers who wish so, may participate in the Tender Opening by deputing their representatives. The representatives would be allowed to participate in the Tender opening only on submission of a signed and stamped authorization letter issued by the Supplier. Representatives without the Authorization Letter would not be allowed to participate in the Tender Opening. Representatives who turn up after the Tender opening time / start of the Tender opening would not be allowed to participate. After tender opening the details would not be given to such suppliers who choose to be absent at the time of Tender opening.

d) Details such as the Technical Specification, Delivery Terms, and Delivery Period and the Price details in the event of the sealed price bid opening, alone would be read out by the Tender Opening Officer. No other data will be read out.

e) In exceptional cases, at the discretion of BHEL, in the event of the named representative (named in the Tender Document) is unable to come due to unavoidable circumstances, then an alternative representative would be allowed, where the alternative representative should carry a revised original authorization certificate. Suppliers are advised to avoid such situations to avoid embarrassments on both sides and

f) If so required, BHEL reserves the right to open the Price-Bids, '*in-camera*'. Intimation to this effect would be given to the Supplier by BHEL, before the opening of the Price-Bids.

g) Price Bid opening will be done through Reverse Auction method (English method). All tenderers would have to specifically give their acceptance for this in their bid/s.

Note

- (i) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only.
- (ii) At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions.
- (iii) Specifications are the basic essence of the "Item". and all deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point, and



(iv) At its option BHEL may choose to resort to opening the Price-Bids instead of conducting the Reverse Auction (R/A). All suppliers shall give specific acceptance for this clause along with the Techno-Commercial offer. In such cases Bidders would be asked to give the “Negative impact” price arising out of BHEL’s decision to move away from RA to Sealed Bid Opening. In such cases, both the original price bid and the negative impact price bid would be opened to arrive at the final prices in the event BHEL decides the mode of price bid opening as “Sealed Bid Opening”.

(v) The decision of the type of price bidding and quantity split would be notified to all successful bidders before the Price Bidding stage, giving reasonable time for the Bidders to submit the “Negative Impact” price Bid.

(vi) Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.

C] Evaluation of Offers

a) The price bids including the negative impact price of the technically acceptable offers alone, contained in Cover II shall be opened.

b) All bidders shall submit their offers by filling-in the format of the BHEL tender documents. Offers received in any other format are liable to be rejected. Offers are asked in BHEL’s format for purpose of standardisation - to help in the offer evaluation.

c) Offer with any pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation the such conditions would be removed and only the base offer would be considered for evaluation and comparison.

d) In the event of any change in scope / quantity arising out of the discussions, offerers would be given a chance to submit their revised offer. The revised offer shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted shall not be changed on account of the technical discussions.

e) BHEL reserves the right to reject without assigning any reasons / load any offer with factors other than already specified for such offers having deviations to BHEL Specifications, Standard Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.

f) BHEL reserves the right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.

g) BHEL reserves the right to operate Purchase / Price preference to Government of India Undertakings, which shall be given as per the guide lines of Government of India given from time to time and / or relax the Terms and Conditions of the tender.

h) BHEL reserves the right to conduct negotiations on the “Price” and “Other Commercial Terms and Conditions” with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order and

i) If so required by BHEL, Supplier may have to share their cost data / costing sheet with BHEL.

D] Execution of the Order

a) BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL’s end customer/s **but this does not absolve the Supplier from giving the specifications as agreed upon.**

b) BHEL requires clear 10 days notice to arrange for inspection. The Inspection date/s given by the Supplier shall be on firm basis.



- c) Deviations, if any pointed out by the visiting Inspection team of BHEL shall be corrected and the items as per specification shall be dispatched on or before the contract delivery date.
- d) The final inspection for acceptance will, however, be carried out at BHEL's works at Ranipet.
- e) The contract delivery date is the date of ex-works dispatch of the item for suppliers.
- f) Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account, but other Inspection Charges, if any shall be to the account of the Seller only.
- g) The supplier shall arrange for packing suitably in all respects for normal transport by sea / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards.
- h) In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores.
- i) Materials shall be dispatched only after getting the dispatch clearance of BHEL (Dispatch clearance would either be faxed / e-mailed as a scanned document / couriered.) and
- j) Payment terms: 100% within 45 days for MSE (micro & small) and within 90 days for non-MSE after receipt & acceptance of materials at our stores. If any supplier is asking for payment terms other than the above specified, then suitable loading on cost will be considered. Loading of any deviation in the payment terms w.r.t tender terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders.
- k) Any incidence of tax like Income tax, Service Tax and any other similar tax / duties /levies imposed by the Government of India, or the State Government, where the BHEL Unit is located, deductible at Source, during the tenure of the Order shall be deducted by BHEL and necessary certification of the deduction (Tax deduction at Source) would be given.
- l) The Guarantee period shall start from the "Date of receipt and acceptance of the materials at BHEL Stores."

E] Liquidated Damages Clause:

BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The damages shall be at the rate of **0.5%** per week or part thereof subject to a maximum of **10%**. Delivery for purpose of L.D, will be reckoned as the date of the ex-works dispatch of the materials by the Supplier. Supplier shall deduct the applicable LD from the first payment when raising the claim for the same. The applicable LD if any would be communicated by BHEL along with the dispatch clearance. The LD would apply on the undelivered portion only. In case of reasons attributable to BHEL for the delay in delivery (for e.g. delay in arranging the pre-inspection) then the delivery time would be reset to the extent of the time delay attributable to BHEL, with waiver of the LD. Delivery being the essence of BHEL's contract requirements, In the event that a Supplier does not accept the LD condition above, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above.

F) Miscellaneous

i) Documents to be sent directly to the Purchaser prior to shipment

- a) Manufacturer's Original Internal Inspection / Test certificate in triplicate.
- b) Manufacturer's Original Guarantee certificate as per Purchase Order. The material shall be guaranteed for a period of 12 months from the date of acceptance of the materials at BHEL stores or 18 months from the date of dispatch whichever is earlier. The acceptance would be evidenced by the Stores Receipt Voucher (SRV) which will be raised by BHEL.



c) Inspection / Test Certificate issued by BHEL / Inspection agency specified in the Purchase Order. In the event that Inspection prior to dispatch is not carried out by the Engineers of BHEL, the Inspection certificate of the third party so authorized by BHEL and

d) Any other documentation as specified in the Purchase Order.

ii) Conditions for transportation:

a) Suppliers shall dispatch the materials, freight prepaid, on door-delivery basis (FOR Destination – Destination: BHEL Stores) preferably through any one of the approved carriers of BHEL only.

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid” in the Reverse Auction. Non-submission of „online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.

4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.

5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.

6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.

7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

8. Reverse auction will be conducted on scheduled date & time.

9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax / e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL” s standard practice.

12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.



13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

H] Force Majeure

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

I] Cancellation of Order (Risk Purchase):

In the event of non-performance of the contract by the Supplier, BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the Supplier to rectify the situation. If the Supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the Seller. BHEL will not pay any cancellation charges or any other charges / damages to the Supplier, arising out such cancellation. In the event of the non-performance of the supply contract, by the Supplier, the rights of BHEL include, in addition to canceling the order, to take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier (Risk Purchase). This remedy would be in addition to the invoking of the CEBG on grounds of failure of the Supplier in executing the Contract and any other legal remedies."

J] Contract Execution Bank Guarantee:

To demonstrate the fidelity of the successful bidder, in executing the Contract, on receipt of the Letter of Intent / Purchase Order, the Supplier shall arrange to provide a contract execution bank guarantee (CEBG). The format of the CEBG is a part of this enquiry. The format may be downloaded and necessary stamping may be obtained from the Banker towards submission of the CEBG. The suppliers have to provide the CEBG from any one of the Nationalized Banks, listed in the annexure to these terms. The CEBG shall be valid for the period covering the agreed delivery date of the order with a further claim period of 3 months on the last specified delivery date. In the event of the failure of delivery BHEL would proceed with encashing the CEBG without reference to the Supplier. In the event of BHEL granting extension of the delivery dates, then the CEBG validity shall also be got extended by the Supplier to the extent of the extended delivery times together with the claim period as specified elsewhere.

The CEBG shall be for a value of 2% of the Purchase order.

Suppliers who are all already registered with BHEL and having a vendor performance rating of A or A+ grade can be considered for exemption from submission of CEBG.



KJ Others

- a) In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL. The officer authorized to provide such clarifications is Manager / Steel Purchase e-mail: pandian@bhelrpt.co.in or DGM /Steel Purchase e-mail: ssankar@bhelrpt.co.in.
- b) Alterations to the conditions of the Tender can be done only by the authorized officer, at any time before the date and time of tender opening. Such changes, if any, would be communicated in writing and / or hosted in the web-page.
- c) **Applicability of Integrity Pact:-** Integrity Pact are applicable for all the BHEL enquiries whose estimated value is equal to or more than Rupees 10 Crores. Submission of duly-filled & signed BHEL standard format of Integrity Pact (without any deviation) by Suppliers along with the un-priced (Techno-Commercial) bid is pre-requisite condition for evaluation of the offer. Copy of Integrity Pact with applicable nominated IEM is attached along with the tender documents for ready reference of Suppliers. If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.
- d) The laws governing this transaction shall be the laws in India.
- e) Wherever not specified, INCO Terms 2010 shall be used to interpret the Commercial terms and conditions and
- f) In the event of an order, Supplier shall agree to settlement of disputes or differences, if any, by way of arbitration, in accordance with the "Rule of Arbitration" of the Indian Council of Arbitration.

The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.

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**ANNEXURE - C TO OPEN TENDER : 3431062E, Dt: 05/11/2013 - COLD ROLLED COILS.****CHECK LIST STANDARD COMMERCIAL TERMS & CONDITIONS (FORMAT TO BE FILLED-UP BY THE SUPPLIER)**

| Sl. No | BHEL Standard Terms                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Supplier Confirmation | Deviation (if any) |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------|
| 01     | <b>Terms of Delivery:</b> FOR - Destination means FOR - BHEL Stores, Ranipet [Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices. Unloading at BHEL Stores would be to the account of BHEL only].                                                                                                                                                                                                                                                                                                                                                                |                       |                    |
| 02     | <b>Delivery Period:</b> To mention clearly the best possible delivery period in order to meet our delivery requirement as per the Items Annexure A. To be indicated in days from date of receipt of Letter of Intent (LoI).                                                                                                                                                                                                                                                                                                                                                                                        |                       |                    |
| 03     | <b>Liquidated Damages (LD) :</b> The applicable LD shall be at the rate of 0.5% per week to maximum of 10% for the undelivered portion and for the deliveries made beyond the agreed Delivery Period. Delivery being the essence of BHEL's contract requirements, in the event that a Supplier does not accept the above LD condition, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above.                                                                                                                                                                       |                       |                    |
| 04     | <b>Terms of payment for Suppliers:</b><br>100% within 45 days for MSE(micro & small) and within 90 days for non-MSE after receipt & acceptance of materials at our stores. If any supplier is asking for payment terms other than the above specified, then suitable loading on cost will be considered. Loading of any deviation in the payment terms w.r.t tender terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders. |                       |                    |
| 05     | <b>Guarantee Period:</b> Guarantee regarding workmanship, materials should be for a period of 12 months from date of acceptance of the materials at BHEL Stores, or 18 months from the date of shipment whichever event occurs earlier.                                                                                                                                                                                                                                                                                                                                                                            |                       |                    |
| 06     | <b>Contract Execution Bank Guarantee (CEBG):</b> The Supplier shall submit a BG for 2% of the contract value valid for the agreed delivery period + 3 Months. CEBG shall be in the prescribed form and from the list of bankers, provided by BHEL.                                                                                                                                                                                                                                                                                                                                                                 |                       |                    |
| 07     | <b>Validity:</b> Supplier to mention clearly the validity date of the offer. [Minimum 90 days from first tender opening date] and 60 days from the date of the Reverse Auction.                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |                    |
| 08     | <b>Clientele List:</b> Supplier to submit detailed clientele list with their full address including detail of contact person with phone no., fax no. & e-mail ID as per clause A(h) of Annexure - B (STANDARD TERMS & CONDITIONS).                                                                                                                                                                                                                                                                                                                                                                                 |                       |                    |
| 09     | <b>Reverse Auction (R/A) / Bidding through Internet:</b> Supplier confirmation required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |                    |
| 10     | <b>Taxes &amp; Duties:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |                    |
| (i)    | <b>Excise duty in % :</b> To be indicated by supplier. ED invoice is required for availing Cenvat. Benefit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |                    |
| (ii)   | <b>Sales tax in % : VAT / CST</b> to be indicated by the supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |                    |
| 11     | <b>Test Certificate:</b> To be submitted. With Chemical and Mechanical properties and dimensions as per Standards and our Technical Delivery Conditions (TDC).                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |                    |
| 12     | <b>Risk Purchase Clause (as per clause-I of Annexure-B)</b> (Supplier Confirmation Required)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |                    |

Signature &amp; Office Seal of Vendor