



Annexure-A to Enquiry No: 4230452E dt 24.06.2013

OFFERS ARE INVITED FROM INDIAN MANUFACTURERS ONLY WHO MEETS THE FOLLOWING REQUIREMENTS AS DETAILED VIDE POINT.A to C

BIDDERS SHALL CAREFULLY READ THE FOLLOWING AND SHALL QUOTE THEIR BEST COMPETITIVE PRICE.

I-Important Requirements:

(A) For new vendors who have not registered with BHEL:

1. Indian manufacturers only can submit their offer and shall have a minimum of **two year experience in manufacturing and supply of Lightly Resin Bonded Wool (LRB Wool) as per the relevant standards** as on the date of issue of this open tender.
2. In support of point No:1, The bidder shall submit the documents for the proof of supply & completion of supplies made during last two years as on the date of issue of this open tender [Proof of documents to be produced viz. (i) PO Copy (un priced), (ii) Invoice Copy (un priced), (iii)Lorry Receipt]. Also, Bidder shall furnish the Data sheet, Typical Reports on Routine test and type test, K-Value done for the previous job orders for review and reference.
3. Vendor to confirm the process in place to ensure final product quality as per the Technical specification right from Raw material to final product indicating on line quality checks; in house lab facilities and other quality test done outside for review and reference.
4. **Bidder's Client list** with their full address including details of contact person with phone no., fax no. & e-mail ID (if any) to whom the same item were supplied in the past two years should be furnished. Also Bidder shall submit copy of client's vendor registration letters if any.
5. **Annual Reports** giving the audited Profit & Loss account and Balance Sheet for the last two preceding financial years shall enclosed.
6. Bidder's shall submit Supplier Registration Form along with necessary attachments as applicable. Form can be down loaded from <http://bapscm.bhelrpt.co.in>
7. Bidder's offer will be considered for evaluation only after visit of vendor's works by BHEL's Vendor Evaluation Team.

(B) BHEL registered Vendors:

1. Vendors registered with any unit of BHEL with permanent vendor code, shall furnish details of their registration along with the category registered for. Such Vendors may be exempted from a) submitting their annual reports, b) Client list and c) visit of BHEL's Vendor Evaluation Team.
2. **BHEL Purchase Order Copy:** Similar item has been supplied to any other Unit of BHEL, the Purchase Order details (reference number and date) shall be enclosed.

II-Bidder's offer acceptance Criteria:

Bidder's offer will be considered for evaluation subject to Compliance to BHEL's following requirements.

- 1) "LRB Wool Technical Specification" in Toto.
- 2) "Standard Quality Plan" in Toto.
- 3) "Standard LD Clause" without any deviation.
- 4) "Standard Guarantee Clause".
- 5) "Standard Risk Purchase Clause".
- 6) "Standard Payment Terms".
- 7) "Bidder's offer with offer validity period of 120 days from the date of technical bid opening".



III- SPECIAL TERMS AND CONDITIONS:

Bidders shall note,

- (01) If the no. off Techno-commercially accepted offers are more than 3 (or) equal to 3, then the price bids will be opened through Reverse Auction else the price bids will be opened through conventional sealed price bid opening mode. However, BHEL reserves the right to change the price bid opening mode. Hence, bidders shall quote their best competitive price.
- (02) No price revision will be accepted due to change in price bid opening mode.
- (03) The offers of the bidders who are on banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firm is available on BHEL web site www.bhel.com
- (04) All Corrigenda, addenda, amendments, time extensions clarifications. Etc, to the tender will be hosted on BHEL website only (www.bhel.com) [apart from unit website-if any]. Bidders should regularly visit website(s) to keep themselves updated.

IV-Submission of Offer:

- (05) Offer shall be submitted in two parts in sealed condition super-scribed with Tender Number, Due Date, Item Name & Supplier's Name and Validity of the Offer shall be addressed to Sr Manager / Purchase (ESP), Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Indira Gandhi Industrial Complex, Ranipet, Vellore District-632406, Tamilnadu, INDIA, so as to reach him on or before the due date and time specified in the tender. It shall contain **TWO** sealed covers in one envelope.
- (06) Any revised offer(s) sent by vendor(s) on their own, after the tender opening, the same will be treated as "unsolicited offer". Such offers will not be considered and necessary action as deemed fit will be taken by BHEL on those vendors. Hence vendor(s) shall submit most competitive offer in the original quote itself.
- (07) **Sealed envelope super-scribed as "Cover I – Technical cum Commercial Bid with Unpriced Bid", with Tender Number, Item Name, Tender Due Date & Supplier's Name, shall contain the following:**
- (08) **Techno-Commercial and Un-priced Bid.**
 - (a) **Complete technical Offer** with details, catalogues, as applicable.
 - (b) **Un-priced bid** (i.e. Bid without the Price),
 - (c) **Filled-in Commercial Terms & conditions as per Annexure – A1 & A2.**
 - (d) **All relevant enclosures** of above documents / formats, if any.
 - (e) **BHEL registered Vendors:** Vendors registered with any unit of BHEL, shall give details of their registration along with the category registered for.
 - (f) **BHEL Order Reference:** If same or similar material has been supplied to any other Unit of BHEL, the Purchase Order details (reference number and date) should be enclosed.
 - (g) **Deviation summary** shall be submitted along with Technical Bid in two parts – giving the summary of technical deviations separately and the commercial deviations separately, if any and
 - (h) The above details shall be submitted along with offer and incomplete offer will be liable for rejection.

Note: (i) The materials offered shall conform to the specification Ref 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 materials do not match the enquiry, such offers would not be considered for evaluation and would be rejected. Where equivalent specifications and materials 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.**



- (09) The un-priced bid is to be used to indicate relevant commercial implications without indicating price.
- (10) Commercial Terms & Conditions are to be indicated clearly in the offer.
- (11) No changes shall be entertained once the bid is opened unless otherwise specifically agreed to in writing by BHEL.
- (12) **Sealed envelope super-scribed as "Cover – II (Price bid), with Tender Number, Item Name, Tender Due Date & Name of the Supplier and Validity" shall , contain the following:**
- (a) **Price Bid (with Price duly filled-in) in conformance with the Cover- I.**
 - (b) **Rates shall be quoted** on firm price basis on enquiry unit i.e. **in SQ.Mtr.** only. **The Ex-works basic price of identical wool thickness shall be quoted with a uniform price for various Enq. Sl. Nos (various projects).** The Prices shall be indicated in both figures and words.
 - (c) 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.
 - (d) The price break-up should be in line with technical specification / scope of the tender. **(Cost of material, packing charges, forwarding charges, freight and insurance charges, Service Tax shall be shown appropriately, as applicable).**
 - (e) **Price shall be firm and no Price Variation Clause will be entertained and No advance payment will be made by BHEL. If there is any offer with deviation in these terms, those offers will be rejected.**
 - (f) In case, there is a discrepancy in the commercial terms quoted between 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.
 - (g) In their own interest, all **bidders** are advised to double check their prices, applicable duties and taxes. If octroi/entry tax is applicable, the same shall be on vendors account only. Since destination has been clearly mentioned in the tender, vendor has to ascertain the applicability of octroi and offer shall be made accordingly.
 - (h) **The quotation should be valid at least for a period of 120 days from the tender opening date.**
 - (i) **Bidders shall quote on FOR destination basis only as indicated in the tender.**

V- OPENING OF OFFERS:

- (13) Tenders shall be received up to 14.00 Hours (P.M) on the said due date and will be opened at 1st Floor, MM conference Hall, Administrative Building, BHEL Ranipet-6 on the same day at 14.30 Hours (P.M). Tenders received after 14.00 Hours (P.M) would not be opened. The times indicated are Indian Standard Time (IST).
- (14) As per our purchase policy, any offer received after the appointed date and time specified in the tender document will be rejected. Such offers will not be taken up for consideration. Bids received late will be returned back to the bidder.
- (15) Such of those Bidders 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 Tender opening.

- (16) One more original of the authorization letter should be kept in the Cover I. Authorizations received by fax / e-mail would not be acceptable.
- (17) Details such as the Technical Specification, Price, Delivery Terms, and Delivery Period alone would be read out by the Tender Opening Officer.
- (18) 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
- (19) 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.

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.

VI-Evaluation of Offers:

- (20) **Offer will be evaluated on final landed cost to BHEL at the destination basis.**
- (21) The price bids of the technically acceptable offers alone, contained in Cover II shall be opened in case of conventional sealed price bid opening mode.
- (22) All bidders shall submit their offers by filling-in the commercial Terms & conditions as per format (**Annexure-A1 & A2**) of the BHEL tender documents. Offers received in any other format are liable to be rejected. Bidders are asked to submit in BHEL's format for the purpose of standardisation & completeness - to help in offer evaluation.
- (23) Offer with any pre-conditions (like conditional discounts) for price are liable to be rejected / not considered. For evaluation, such conditions would be removed and only the base offer would be considered for evaluation and comparison.
- (24) In the event of any change in scope / quantity arising out of the discussions, bidders would be given a chance to submit their revised offer. The revised offer shall contain only the impact price addition / deletion for such change in the scope / quantities, on the original price quoted. The original price quoted shall not be changed by bidders on account of the technical discussions.
- (25) 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.
- (26) 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.
- (27) 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.
- (28) BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked bidder at any time after the bid opening but before the release of the Purchase Order and If so required by BHEL, Supplier may have to share their cost data / costing sheet with BHEL.



- (29) In the event of an order, all despatch documents shall show the Purchase Order Number & Date, project name. **Transshipment is to be avoided.** Suppliers shall dispatch the materials, freight prepaid, on door-delivery basis (F.O.R.Destination – Destination: Respective Sites).

VII-GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

- (30) 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 ON INTERNET.
- (a) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- (b) 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.
- (c) In case of reverse auction, BHEL will inform the vendor in writing, the details of Service provider to enable them to contact & get trained. Also will be informed later regarding reverse action terms & condition.
- (d) Business rules like event date, time, Start price, Bid decrement, extensions etc., also will be communicated through service provider for compliance.
- (e) Vendors have to fax the compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
- (f) 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 Service and loading Factors with others Commercial terms & conditions for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
- (g) Reverse Auction will be conducted on scheduled date & time.
- (h) At the end of Reverse Auction event, the lowest bidder value will be known on the network.
- (i) The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service Provider within 24 hours of auctions without fail.
- (j) Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- (k) Cancellation of RA: Even where BHEL has specified Reverse Auction as the mode of competitive bidding in the tender enquiry, BHEL reserves the right to cancel the RA and go in for competitive sealed price bidding.
- (l) In that event, BHEL would intimate the acceptable bidder's of the same in writing. The decision of BHEL to replace RA with competitive sealed bidding would be final and would be binding on all the technically qualified bidders. Such decision would be communicated to the technically successful bidders and BHEL is under no obligation to assign any reason for changing the mode of bidding from RA to sealed cover competitive bidding.
- (m) It shall be presumed that all bidders participating in this tender have read this condition and have accepted this, in submitting their offer.
- (n) Bidders would then given an opportunity to submit their reduction impact price bid if any, in sealed cover, which would be considered together with the price bids submitted along with the original/technical offer and other impact price bids if any arising out of



changes in the technical scope. In case Bidder's choose not to offer any reduction impact, then they would have to submit a statement to that effect, also in a sealed cover for opening along with price bid/s.

VIII- FORCE MAJEURE

- (31) If at any time during the currency of this contract, 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.

IX- OTHERS

- (32) 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 bidder to get it clarified from BHEL. The officer authorized to provide such clarifications is the Senior Manager / Purchase Dept, Phone:04172-254423,e-mail-nsmohan@bhelrpt.co.in & Sr.DGM/Purchase, Purchase Dept, Phone:04172-254972, e-mail-crj@bhelrpt.co.in.
- (33) 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.
- (34) If any Bidder 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.
- (35) The laws governing this transaction shall be the laws in India and jurisdiction shall be Ranipet.
- (36) Wherever not specified, INCO Terms 2000 shall be used to interpret the Commercial terms and conditions and
- (37) 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.
- (38) The language in the tender downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Bidder. If such changes are made by any Bidder, it shall be considered as tampering with BHEL's specifications 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. They would not be allowed to participate in future tenders of BHEL.



X-GENERAL Commercial terms and Conditions – Annexure-A1 & A2.

Annexure–A1 to Enquiry No. Essential Commercial Terms & Conditions
(to be filled in full and to be submitted along with offer)

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01.	PRICE	Firm till completion of order.[offer with Price Variation Clause is not acceptable]	
02.	DELIVERY TERMS	F.O.R. DESTINATION [Destination as per Enquiry]	
03.	PACKING&FORWARDING	To be included. [if extra indicate in %]	
04.	FREIGHT & INSURANCE	To be included. [if extra indicate in %]	
05.	EXCISE DUTY in %	To be indicated by vendor. [CENVAT Copy to be provided along with supply]	
06.	SALES TAX in %	To be indicated by vendor. [concessional form 'C' will be given]	
07.	OCTROI: If any, to supplier's account only. [Since enquiry Destination has been given, vendor has to ascertain the applicability of OCTROI].		
08.	PAYMENT	100% in 45 days after receipt of site acknowledged Lorry Way Bill. (ack.LWB)	
09.	DELIVERY PERIOD	To be indicated by vendor	
10.	L.D.CLAUSE: As indicated in Enquiry - @0.5% per week subject to a maximum of 15% for the delayed delivery.		
11.	OFFER VALIDITY	Minimum 120 days from the date of tender opening.	
12.	INSPECTION BEFORE DESPATCH	Will be done at Vendor's Works before Dispatch by BHEL / BHEL's customer / BHEL's authorized Inspection agency	
13.	TEST CERTIFICATE	Required	
14.	BHEL Standard Guarantee Clause: Your confirmation to our standard Guarantee clause that the materials are to be guaranteed for satisfactory performance for a period of twelve months from the date of commissioning / putting into use (or) eighteen months from the dispatch which ever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Ranipet/ Destination basis within a reasonable time. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order		
15.	Risk Purchase Clause: The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the seller has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The seller shall be liable for all losses and extra expenditure which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rates of LD clause agreed.		
16.	Place of Manufacture & Supply	To be indicated by vendor [full address]	
17.	Vendor status like Micro / Small / Medium	To be indicated by vendor [latest copy of supporting document shall be furnished along with offer]	

Note: Offer will be evaluated on the basis of Total cost to BHEL at the destination.



Date:

VENDOR's SIGNATURE WITH SEAL

**ANNEURE – A2 TO ENQUIRY NO:
 REQUIREMENT OF TECHNICAL DETAILS /CONFIRMATION
 (To be filled in full and to be submitted along with offer)**

S.NO	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01	SPECIFICATION	Clause wise / Point wise confirmation to be given in TOTO for all specifications and to be submitted along with offer.	
02	DATA SHEET / DRGS	Filled Data Sheet and your Drgs are to be submitted along with offer. (if applicable).	
03	QUALITY PLAN	To confirm applicable QP will be followed. (OR) Your Quality Plan to be submitted for our review and approval, along with offer.	
04	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)	Attached SDDR to be filled & submit along with offer.[In case of NO deviation is taken, NIL report to be submitted]	

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SPECIFICATION DEVIATION DISPOSITION REPORT			
Specn	Item		
Enq.No & Date			
Vendor Name			
SPECN			
Page	Clause	Details Of Deviation With Reason	Disposition By BHEL
Signature Of Vendor			Reviewed By
" AGREED DEVIATION "			APPROVED BY
if any to be incorporated in the PO in the event of order.			

(To be submitted along with the offer)

Date:

VENDOR's SIGNATURE WITH SEAL