



Open Tender for Procurement of ALUMINIUM SHEET Ref: MM/OPEN/AI Sheet - 07/2013 DT 22/07/2013.
DUE ON 19.08.2013 from Indigenous & Foreign manufacturers only.

ITEMS DESCRIPTION AND TENDER QUANTITY

Enq . Sl. No	Item Description	Tender Quantity in MT	Tender Unit	Destination	Required Delivery date
1)	160063550003 Aluminium sheet 1.00 mm thickness, 1050/1250 mm width as per IS737, Qty Tolerance: +2 to -2 %	525	MT	BHEL Stores- Ranipet-	30.09.13
2)	160063550000 Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%	13.824	MT	Rourkela*	30.11.13
3)	160063550000 Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%	270.972	MT	Nabinagar*	30.12.13
4)	160063550000 Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%	13.824	MT	Talcher*	31.10.13
5)	160063550000 Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%	8.448	MT	IB Valley*	31.10.13
6)	160063550000 Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%	197.370	MT	Suratgarh*	31.12.13
7)	160063550000 Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%	73.340	MT	NTPC Vindhyachal site, MP*	30.09.13
8)	160063550000 Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%	49.995	MT	NTPC Korba -I*	30.09.13
9)	160063550000 Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%	90.324	MT	Mauda II -660*	31.10.13
10)	160063550000 Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%	90.324	MT	NTPC-Solapur*	31.10.13
TOTAL QUANTITY		1333.421	MT		

*Please refer Annexure D for location of the sites mentioned above.



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

- Please refer Annexure-A for Standard terms & Conditions.
- Please refer Annexure-B for Commercial terms & Conditions which are to be filled in and submitted along with Techno-Commercial bid.
- Please refer Annexure-C for Reverse Auction terms & conditions.
- Please refer Annexure-D for location of destinations mentioned above.
- Please refer Annexure E for the item list.
- Please refer Annexure F for IEM of Integrity pact.

➤ Tender shall be submitted in two parts as referred in Annexure-A.

➤ Any revised offer(s) sent by vendors on their own, after the tender opening, will be treated as "unsolicited offer". Such offers will not be considered.

Important note:

Tenders should be sent in duplicate in a sealed cover. Inner cover sealed with tenderer's distinctive seal and superscribed with correct tender no., item of supply, due date of opening and validity of the offer addressed by designation to Sr.Manager / Purchase, Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Indira Gandhi Industrial Complex, Ranipet, Vellore District-632406 (TN).

- 1) Offerers are requested to carefully read the following conditions and give their specific confirmation of acceptance in toto.
- 2) Time is the essence of contract.
- 3) LD Terms:
 - a. In the event of delay on the contracted delivery, liquidated damages (LD) will be levied.
 - b. LD will be levied at the rate of 0.5 % per week or part thereof on the contract value. The ceiling will be 15%.
 - c. LD will be a mandatory condition in the purchase order.
 - d. If no specific confirmation or comments are included in the initial offer by the tenderer, in the event of placement of order, the order will be released with the standard LD conditions given above. The conditions will be included in the order without any further reference to the offerer and no changes will be permissible, post order release.
 - e. In case any bidder is not accepting the above penalty for delayed supply to maximum of 15%, the offer of the bidder shall be loaded to the extent to which it is not agreed by the bidder.
Example: If the supplier has accepted for maximum 10% penalty clause, then balance 5% will be loaded for evaluating lowest bidder.

MSME status - this is applicable for Indian vendors only

As per the public procurement policy notified by the central government, micro and small enterprises quoting within the price band of L1+15% shall be allowed to supply a portion of the requirement up to 20% of the tender value subject to condition that such enterprises bring down their price to L1 price where L1 price is from other than a micro and small enterprise. If L1 offer is from a micro / small enterprise, this provision will not be applicable. In case more than one micro and small enterprise is there within this span, the supply quantity (20%) shall be shared proportionate to the tender quantity. (70:30 or 50:30:20 of the eligible quantity)

Note: Special provision for micro and small enterprises owned by SC or ST: -

Sub target out of 20% (i.e. 4% out of 20%) would be earmarked for procurement from micro and small enterprises owned by the scheduled caste or scheduled tribe entrepreneurs provided that in event of failure of such micro and small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by scheduled caste or scheduled tribe entrepreneurs shall be met from other MSE enterprises/s. The MSE concession is subject to condition that latest valid certificate for MSE and ownership is



submitted along with the offer duly certified by a practicing chartered accountant that the investment in the plant from which the supply would be made is on MSE. Offer/s received without these documents will be treated as non-mse and order finalization will be done based on this premise. This provision for MSE will apply subject to the condition that the participating MSE meets the other tender requirements.

Value added tax (applicable to Indian vendors only)

Please indicate your TIN (taxpayer identification) number, commodity code for each item, dispatching place and state, while submitting your offer.

E - payment

BHEL is making payments through e-mode. Suppliers, who have not availed themselves of this facility, can e-mail to Purchase Executives to obtain necessary formats.



ANNEXURE – A to TENDER: MM/OPEN/ AI sheet-07/2013 DT 22.07.2013

**STANDARD TERMS & CONDITIONS
(FOR GUIDANCE TO THE SUPPLIERS)**

A. Submission of Offer:

1) Sealed tenders 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.

2) **E-MAIL Offers:** In exceptional circumstances offers sent by e-mail would be accepted subject to the condition that such offers are mailed to the following mail id only rptpurespm@bhelrpt.co.in. And are complete with reference to the tender requirements. Under no circumstances offers shall be sent to the individual mail id of the dealing personnel. If mail offers are sent to the individual mail id of the dealing personnel such mail offer/s run the risk of being ignored in the tender. The mail offer/s shall be sent well in time, so as to drop into the mail box of the specified mail ID on or before the bid closing time specified in the tender terms and conditions. Please note that the above specified mail ID is a dedicated one for receiving e-mail offers and therefore shall be used for sending offers only. This mail ID shall not be used for any general/ day-to-day communication. (Routine) E-MAIL correspondence related to the procurement shall be made directly with the dealing personnel through their official mail id only.

Offers if sent by fax: shall be sent to the specified Fax number, complete, with reference to the tender requirements, so as to be received at our machine as or before the bid closing time specified in the tender terms and conditions.

Pre- qualification requirement

a) **Test certificate to be submitted along with the offer.**

b) **Purchase order copy for the given specification (Unpriced) for Indian market or any other market.**

c) **Client List –Two or three for whom supply has been made for at least 1000 MT for a single client** 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.

d) Offers from traders will not be entertained. PO will be placed only on OEM vendors.

e) **Agents of foreign suppliers:**

The Supplier shall furnish an authenticated copy of the Agency Agreement with his agent detailing the precise relationship between them and their mutual interest in the business along with techno-commercial bid.

The Supplier shall furnish original authorization letter for the Indian Agent. The letter shall contain name, contact person, complete postal address including phone, fax and e-mail ID. It shall also spell out the type of services to be rendered by Indian Agent.

Sealed envelope super-scribed as “Cover I - Qualifying Requirements and Techno-commercial bid and Unpriced Bid”, with Tender Number, Item Name, Tender Due Date & Supplier's Name, shall contain the following:

I: Techno-Commercial and Un-priced Bid

a) **Complete technical Offer** with details, catalogues, if any as applicable.

b) **Un-priced bid** (i.e. Bid without the Price),

c) **Filled-in tender Annexure - B** for Procurement of Aluminium sheet enclosed with the Tender Document,

d) **Filled in Integrity Pact**

e) **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)



f) BHEL registered Vendors: Vendors registered with any unit of BHEL, shall give details of their registration along with the category registered for.

g) Bidders who are not registered vendor of BHEL-Ranipet have 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 D&B reports for import vendors, 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 without fail. Offers submitted without this will be rejected. In addition, vendors who are not in the BHEL vendor list as permanent vendors for this material category should submit an experience certificate detailing the quantity supplied spec wise year wise along with the unpriced PO copies and proof of supply (such as invoice and bill of lading copies) along with the offer for all the tendered specifications. Technical acceptance of offer by BHEL shall be only after the evaluation of offer and the submitted documents. Without satisfying this condition, offer will not be considered.

h) 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.

i) Manufacturers only can submit their offer; offers submitted by traders will not be entertained.

j) Authorisation 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.

k) 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

Note:

(i) The materials offered shall confirm to IS737 or its equivalent ASTM B209 1060 temper H-14.

(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 technically not acceptable and hence shall stand rejected.

(iii) All taxes and duties payable as extra on the quoted price should be specifically stated in both technical bid and price bid offer. Offer shall be submitted along with CST & TIN No. / Excise 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 (except applicable Taxes, Duties, freight and insurance) 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 as “Cover – II (Price bid), with Tender Number, Item Name, Tender Due Date & Name of the Supplier and Validity”, containing:

II. Sealed Cover super scribed “Cover II –Price Bid” shall contain the following:



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

Rates shall be quoted on enquiry unit ie. **Per MT** only. The Prices shall be indicated in both figures and words.

Price should be firm till completion of supply.

Comparison would be made on Landed cost to Destination basis.

The Quoted Prices shall be valid for entering into the contract for a period of 90 days from the Price Bid Opening date. After Finalization of the Techno-Commercial Terms and the contract Price, this shall remain Firm and Fixed during the tenure of the Contract.

Once the Orders are placed, then the order rates shall be Firm till supply completion.

BHEL reserves the right to Negotiate or Refloat the Tender opened if lowest (L1) Price is not the lowest acceptable price to them inter-alia other reasons.

BHEL reserves the right to negotiate the L1 rate.

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 and insurance charges if any shall be shown appropriately, as applicable).
- (ii) No advance payment will be made by BHEL.
- (iii) 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.
- (iv) In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. If octroi is applicable, the same shall be on vendors account only. Since destination has been given in the tender, vendor has to ascertain the applicability of octroi.
- (v) The quotation should be valid at least for a period of 90 days from the tender opening date of the price bid.
- (vi) Offers should be submitted in two sets, one original and one copy.
- (vii) The offers should invariably contain Signature (in blue color) & Office Stamp of the Supplier. Any corrections / erasures in the offers should be initialled and stamped.
- (viii) Indian bidders should submit the prices in Indian Rupees only.
- (ix) Foreign bidders may submit their bid in their home currency. The currency should be clearly indicated in the un-priced commercial bid as well as in the price bid.
- (x) Indian Suppliers shall quote on FOR Destination basis only. Destination is as per Annexure D. Foreign Suppliers shall quote on FOB Delivery. Delivery shall be on FOB Sea-Port basis and with the add-on freight charges to the FOB Price, to arrive at the C&F price/s. No other delivery terms shall be acceptable. The shipment shall be a popular and commonly used international sea port. Freight charges for carriage from port of dispatch to Chennai Sea shall be separately indicated in the price bid. (C&F Charges). All home port charges like Quay Dues, Bill of Lading issue charges, ISPS, Loading permit charges, Handling Charges and all and any other charges shall be borne by the Seller



only. In case the order/s are released on FOB basis, ocean transit would be arranged by the freight forwarder nominated by BHEL, details of whom would be included in the Purchase Contract. In the event that the order is released on C&F basis, shipment shall be arranged by the Seller. As per Government of India guidelines, BHEL Ranipet being a Government of India Undertaking the Bill of Lading shall be made with the Shipper as "Government of India". This shall be specifically confirmed by the Bidder.

(xi) 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. In case of of FOB contract/s, containers would be arranged by the freight forwarder of BHEL.

(xii) Port to Port carriage would be arranged through shipping agent nominated by Government of India / BHEL in the case of Sea Shipments and

(xiii) List of shipping agents would be a part of the Purchase Contract.

B. Opening of Offers:

a) Tenders shall be submitted to us on or before the due date by 14.00Hrs and offers will be opened on the due date at 1430 Hours. Tenders received after 1400 Hours of due date would not be opened. The time indicated are Indian Standard Time (IST). Tenders received after 14:00 Hrs of due date 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.

c) Such of those Tenderers who wish to participate in the Tender Opening may have to depute 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. Mere furnishing of Visiting card or any other identification documents would not be entertained.

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 would be done through Reverse Auction method (English method). All tenderers would have to specifically give their acceptance for this in their bid/s (Refer annexure-C for General Terms and Conditions of Reverse Auction & Note (iv) below).

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”, by listing the deviation point by point against each point, and

(iv) At its option BHEL may choose to resort to opening of Price-Bids in conventional sealed bid opening mode instead of conducting the Reverse Auction (RA). If BHEL decides to open the price bid in conventional sealed bid opening mode. However in the event of inability to conduct RA due to reasons such as limited no. of offers, BHEL would then proceed with the opening of the sealed bid. However tenderers would be given an opportunity to give impact price if any on account of cancellation of RA. Both the original price bid and the impact price bid would be opened together & both would be considered together to compute the cost to BHEL. Sufficient notice would be given by BHEL in this event.

(v) The decision of the type of price bid opening would be notified to all successful bidders before the Price Bid opening.

(vi) BHEL reserves the right to increase or decrease the tendered quantity and would order on respective L1 (on set basis) vendor at the lowest acceptable price to BHEL.

vii) Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some of 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 of the technically acceptable offers alone, contained in Cover II shall be opened in case of conventional sealed price bid opening mode.

b) All bidders shall submit their offers by filling-in the format (**Annexure-E**) 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.

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

d) Offer will be evaluated on final (landed) cost to BHEL at the destination basis.

e) 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, on the original price quoted. The original price quoted shall not be changed by bidders on account of the technical discussions.

f) 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.

g) For the purpose of comparing prices, tender prices shall be converted to Indian rupees and the conversion shall be made by using the TT selling rate of Stat Bank of India (SBI) prevailing on the date of opening of Techno commercial/Unpriced bids. This exchange rate will be followed till placement of order.

h) 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.

i) 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.

j) 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



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

l) In case if the supplier has been put on 'Hold' or 'Banned' by other units of BHEL, then the offer received from such supplier would not be considered in this tender. Also, during the tenure of execution of the contract, if the supplier is 'Banned' for business dealings by any other BHEL units, then the order with the pending quantity would be cancelled by BHEL, Ranipet.

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) Inspection call for carrying out the inspection shall be given 10 days before the scheduled contract delivery date. BHEL requires clear 7 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 rectified by the vendor 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 the final destination.
- e) The contract delivery date is the date of ex-works dispatch of the item for Indian suppliers and the date of dispatch clearance given by BHEL for overseas 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) Foreign suppliers shall dispatch on FOB or C&F agreed Sea –Port basis, according to the contract conditions. Indian suppliers shall dispatch on free delivery (door-delivery) at destination basis. Unloading the materials at the final destination would be to the account of BHEL only.
- i) 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 destination, including customs clearance at Indian Ports in the case of foreign suppliers.
- j) Materials shall be dispatched only after getting the dispatch clearance from BHEL (Dispatch clearance would either be faxed / e-mailed as a scanned document / couriered.) and
- k) **Payment terms:** The acceptable mode is "100% direct with in 90 days of receipt and acceptance of materials at BHEL-Ranipet OR 100% within 90 days after receipt of site acknowledged LR(Lorry receipt) copy for Indigenous Suppliers" and through "100% at Sight L/C", payable within 7 days after receipt of the documents at the opening bank", for foreign suppliers. Payment to Indian suppliers would be through Electronic Fund Transfer (EFT). The EFT form which is a part of the tender document has to be filled in and submitted by the Indian bidder along with the techno-commercial offer in Cover-I. No other payment terms are acceptable.
- l) Even though Sight LC is standard payment term for all foreign Suppliers by BHEL, however, BHEL reserves the right to load the price of foreign suppliers in order to bring them on common platform as per Indigenous Suppliers on the account of differential payment terms to Indigenous Suppliers.
- m) Wherever applicable, necessary Tax Deduction at Source (TDS) would be issued.
- n) The Guarantee period shall start from the "Date of receipt and acceptance of the materials at destinations given in the enquiry".



- o) 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.
- p) The Guarantee period shall start from the "Date of receipt and acceptance of the materials at destinations given in the enquiry".
- q) In the event of an order, the supplier's Invoice shall contain the details of Rate per MT, Number of coils, Lorry way bill number & date.

E] Termination of Inquiry / Orders:

- a) BHEL reserves the right to cancel the inquiry before opening of the tender, without assigning any reason.
- b) BHEL reserves the right to cancel the tender and refloat a fresh tender, at any time after opening of the tender, in case it finds the response to its tender as not meeting its requirement. This shall be at the sole discretion of BHEL.
- c) BHEL reserves the right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations and at the risk and cost of the Supplier
- d) BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The damages shall be at the rate of ½% per week or part thereof subject to a maximum of 15%. Delivery for the purpose of L.D, will be reckoned as the date of clearance of the Material for dispatch by BHEL.

F] Liquidated Damages Clause:

BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The damages shall be at the rate of ½% per week or part thereof subject to a maximum of **15%**. 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. Offers which do not accept for any LD would stand rejected.

The offer/s of such of those bidders who do not accept for levy of liquidated damages (LD) for delay in delivery is likely to be summarily rejected. No correspondence would be entertained by BHEL in this regard, on this subject. BHEL specifically draws the need of this mandatory requirement to the notice of all Bidders. The Price Bid of such of those offerers failing to meet this requirement would not be considered for the Price-Bid Opening.

G) Miscellaneous

i) Role of Agents:

BHEL prefers to deal directly with the Main producers only.

BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders.

BHEL will not enter into any correspondence with an Indian Agent.

The Indian Agent will not be extended the privilege given to the principals, such as that of attending the tender openings, attending technical discussions, commercial discussions or price negotiations and such like.

In case, in spite of the above, a foreign principal insists on engaging an Indian Agent, It is made clear by BHEL that:

It is the sole responsibility of the foreign principal to ensure the Agent does not represent any other foreign principal in a given tender.

An undertaking to this effect shall be given by the foreign principal that his / her Agent does not represent any other foreign principal in the tender. This document shall form a part of the techno-commercial offer.

If at any stage of the tender, BHEL finds that an Indian Agent has represented more than one foreign principal, all such offers of and all the foreign principals would be disqualified summarily in the tender inquiry.

BHEL will only give an intimation of notice of the disqualification. No correspondence would be entertained by BHEL, on their decision. Such decision of BHEL shall be irrevocable, firm and final and shall be binding on the tenderer.

BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL.



Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM.

Hence in their own interests, prospective tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL.

In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk.

BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian Agent.

In the event of the foreign principal engaging an Indian Agent:

- a) The Supplier shall furnish an authenticated copy of the Agency Agreement with his agent detailing the precise relationship between them and their mutual interest in the business along with techno-commercial bid.
- b) The Supplier shall furnish original authorization letter for the Indian Agent. The letter shall contain name, contact person, complete postal address including phone, fax and e-mail ID. It shall also spell out the type of services to be rendered by Indian Agent.
- c) Indian Agent & Agency commission: An Indian Agent can represent only one Foreign Manufacturer against a particular Tender. The FOB price quoted by the foreign bidder shall include the agency commission. However, the agency commission component payable to their Indian Agents shall be shown separately in the Offer, either as a lump-sum or as a percentage of the quoted price. This will be paid by BHEL in Indian Rupees, on satisfactory receipt & acceptance of the materials. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of Purchase Order will be taken and
- d) For all discussions, technical clarification and negotiations etc. only the principal would be authorized for interaction with BHEL. The Agent shall not be a party to the discussions / negotiations and would not be normally allowed to participate.
- e) Purchase order will be placed on the Original Equipment manufacturer only.

ii) Terms & Conditions of Letter of Credit (L/C) for overseas suppliers (indicated for acceptance).

- a) Unconfirmed irrevocable Letter of Credit only will be opened by BHEL. Confirmation of L/C is not preferred by BHEL.
- b) Bank charges out side India are to the Supplier's account.
- c) In case of L/C extension caused by delays attributable to the Supplier, the L/C extension / commitment charges are to be borne by the Supplier.

iii) Other terms & conditions for letter of credit: - Documents for negotiation

- a) Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the import Licence No and certifying goods evidencing shipment of the merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. (The Indian agent's commission, if any, is payable in India in Indian rupees only.)
- b) Certificate of Country of Origin, from the country of manufacture, issued by the Chamber of Commerce.
- c) One set of Original and two sets of Non-negotiable copies of 'signed', 'unmarked', 'clean on board' Ocean Bill of Lading, showing Shipper as "Government of India" Account M/s. Bharat Heavy Electrical Ltd, Unit: BHEL, Ranipet as consignee (The opening bank should not be notified as consignee), marked freight payable / prepaid at destination.
- d) Packing list in 4 copies in English, indicating Size wise Number of bundles / pieces shipped and weight.
- e) Certified copy of the fax / e-mail sent by the beneficiary to the applicant giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (a) Purchase Order Number & date; (b) Bill of Lading Number & date (c) Name of vessel; (d) Port of Loading; (e) Number of bundles / pieces and weight; (f) Invoice Number, date and value (g) Purchase Order item number's despatched. The cable / fax is to be sent within 2 working days of shipment.
- f) Beneficiary's certificate showing the relevant airmail / courier reference no. and date that the following clauses have been complied with:



- 1] Beneficiary to forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 working days of obtaining shipping documents to Regional Manager (ROD), Bharat Heavy Electricals Ltd, No. 165, Thambu Chetty Street, Chennai – 600 001. India. (Phone: +91-44-25341249, 25341240 / Fax - +91-44-25340787; e-mail: raja@rodchn.bhel.co.in)
- 2] Beneficiary to courier at his cost 3 copies of complete set of non-negotiable documents to the Officer who released the Purchase Order.
- 3] Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.
- 4] Declaration to the effect that all other documents as per purchase order has been couriered to the Purchase order releasing authority
- 5) The carrying steamer should be seaworthy, less than 25 years of age and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time and
- 6) Copy of Dispatch Clearance / Instruction issued by BHEL.

iv) Conditions for transportation:

- a) All shipping documents shall show the Purchase Order Number & Date, Import Licence Number & Date, and Letter of Credit Number & Date.
- b) Transshipment is to be avoided.
- c) Loading on deck is not permitted. The transport document must not contain a provision that goods may be carried on deck.
- d) A transport document which is produced or appearing to have been produced by reprographic, automated or computerized systems or as carbon copy will be accepted as an original document provided that it is marked as original and is ink-signed.
- e) The transport document must contain all the conditions of carriage on the original document.
- f) The transport document must not indicate the place of destination as being different from the port of discharge.
- g) The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.
 - h) The transport document must be issued by the carrier or his agent and not by any freight forwarder.
- i) Transport documents bearing reference by stamp or otherwise, to costs additional to the freight charges are not acceptable.
- j) The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 15 days after the date of shipment and in any case not later than the expiry date of the Credit.
- k) Material shall be dispatched through the agency nominated by BHEL.
- l) Indian 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 and
- m) In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a “Surrender Bill of Lading”. Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.



H. Documents to be sent directly to the Purchaser prior to shipment:

- a) Manufacturer's Original Internal Inspection report / 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 final destination or 18 months from the date of dispatch whichever is earlier. The acceptance would be evidenced by material receipt at final destination.
- 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.

I. Delivery period

The contractual delivery period will be reckoned from the date of LOI, which shall be binding on the contract. Suppliers shall quote their best delivery period. Delivery is the essence of all contracts for BHEL.

J. Force Majeure:

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.

K. Cancellation of Order:

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 cancelling 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).

L. 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 indigenous suppliers have to provide the CEBG from any one of the Nationalized Banks, listed in the annexure to these terms. Overseas suppliers can submit the CEBG from any of the reputed International / National Bankers. However the CEBG is to be confirmed by any of the Bankers listed by us. In the event of failure by the Supplier to execute the contract either fully or partially, BHEL would encash the entire CEBG. 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.

M. 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 the Sr.Manager / Purchase-ESP, e-mail ID: gravi@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 is 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 2011 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.

g) 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.

h) The laws governing this transaction shall be the laws in India.

i) 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.

j) Any amendment / changes in the Tender / Tender Terms & Conditions would be notified through the web only. No newspaper advertisement would be given. Tenderers are requested to keep track on the web for changes to the tender if any.

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 – B to TENDER: MM/OPEN / A1 sheet - 07/2013 DT 22.07.13**

**Essential Commercial Terms & Conditions – Indigenous Bidders (To be filled in full and to be submitted along with Techno Commercial Bid)**

**(For Indigenous sources only)**

| S.No | TERMS & CONDITIONS                                                                                                                                                                                                                                                                                                                                                                                              | Bidders confirmation/Details                                                                                   |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| 1)   | PRICE :Firm till completion of order.[ offer with Price Variation Clause is not acceptable ]                                                                                                                                                                                                                                                                                                                    |                                                                                                                |
| 2)   | Delivery terms: FOR / Destination - freight & Insurance (breakup shall be given Separately).                                                                                                                                                                                                                                                                                                                    |                                                                                                                |
| 3)   | <b>ED in %</b> (Excise Invoice to be given for Cenvat benefit).<br>[Excise Duty is exempted for despatches made to Mega power projects bagged under ICB route. Necessary ED exemption documents will be provided by BHEL].<br>However for NTPC Vindhyachal project, CENVAT credit cannot be availed for input raw materials being a brown field project (Expansion of a mega project)                           |                                                                                                                |
| 4)   | <b>ST in %</b> (CST against form 'C' / VAT)<br>For Inter state:<br>For Intra state:                                                                                                                                                                                                                                                                                                                             |                                                                                                                |
| 5)   | <b>Octroi / Entry tax charges</b> if any to be included in bidders' scope.<br>(Since enquiry destination has been given, vendor has to ascertain the applicability of octroi)                                                                                                                                                                                                                                   | Suppliers Account only                                                                                         |
| 6)   | <b>Packing &amp; forwarding:</b> [Please indicate if included in % if extra]                                                                                                                                                                                                                                                                                                                                    |                                                                                                                |
| 7)   | <b>Delivery Place:</b> As per Annexure D                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                |
| 8)   | Specific compliance to our Technical specification IS737 and TEP.                                                                                                                                                                                                                                                                                                                                               |                                                                                                                |
| 9)   | <b>Delivery period of product from the date of LOI:</b>                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                |
|      | <b>Initial Lead time</b>                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                |
|      | <b>Quantity that can be delivered in a month (In MT)</b>                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                |
| 10)  | Confirmation that bidder is Original Equipment Manufacturer                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                |
| 11)  | <b>Supplier Registration Forms- Supplier registration forms in the format available in the BHEL website- <a href="http://www.bhel.com">www.bhel.com</a> and other required documents called for in the SRF to be submitted along with the technical offer.</b>                                                                                                                                                  |                                                                                                                |
| 12)  | <b>Confirmation L.D. clause @ 0.5% per week</b> subject to a maximum of 15% for the delayed delivery. In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.<br>Example: If the Supplier has accepted for maximum 10% penalty clause, then balance 5% will be loaded for evaluating lowest bidder |                                                                                                                |
| 13)  | <b>Our standard payment term:</b> 100% direct with in 90 days of receipt and acceptance of materials at BHEL-Ranipet OR 100% within 90 days after receipt of site acknowledged LR (Lorry receipt) copy for Indigenous Suppliers.                                                                                                                                                                                |                                                                                                                |
| 14)  | <b>Offer Validity:</b> The Validity shall be 90 days from the date of Price Bid opening.<br>In case, price bids are opened through Reverse Auction, the offered price in Reverse Auction shall be valid for 90 days from the date of Reverse Auction.                                                                                                                                                           |                                                                                                                |
| 15)  | INSPECTION BEFORE DESPATCH                                                                                                                                                                                                                                                                                                                                                                                      | Will be done at Vendor's Works before Dispatch by BHEL / BHEL's customer / BHEL's authorized Inspection agency |
| 16)  | TEST CERTIFICATE                                                                                                                                                                                                                                                                                                                                                                                                | Required                                                                                                       |



|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                               |  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|--|
| 17) | <b>Contract Execution Bank Guarantee:</b> 2% of the total PO value. CEBG shall be valid for the period covering the agreed delivery date of the order with a further claim period of 3 months from the last delivery date. [CEBG to be given in BHEL FORMAT encl.]                                                                                                                                                                                                                                                                                                                         |                                                                                                                               |  |
| 18) | <b>BHEL Standard Guarantee Clause:</b> 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 |                                                                                                                               |  |
| 19) | <b>Risk Purchase Clause:</b> 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.  |                                                                                                                               |  |
| 20) | Issue of Material Dispatch clearance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Based on Test certificates, Test reports along with BHEL/BHEL AUTHORISED AGENCY inspection reports, in the event of ordering. |  |
| 21) | SPECIFICATION DEVIATION DISPOSITION REPORT [SDDR]<br><b>Attached SDDR to be filled &amp; submit along with offer. (If NO deviation is taken, NIL report to be submitted).</b>                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                               |  |
| 22) | Confirmation if unpriced bid copy is enclosed along with technical offer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                               |  |
| 23) | Quantity tolerance – As per Enquiry                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                               |  |
| 24) | Reverse Auction (R/A) / Bidding through Internet: <b>Supplier confirmation required.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                               |  |
| 25) | Supplier status: Micro / Small / Medium – Valid certificate to be attached with offer as a proof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                               |  |

NOTE : The above format shall be completely filled and deviation if any shall be clearly spelt out. The columns which are not applicable shall be mentioned as "Not Applicable". No column should be left blank .

The above Commercial Terms and Conditions are confirmed by us for this tender. In case there is a variance between the conditions confirmed above and the main offer, we certify that the Commercial Terms and Conditions given above is applicable . Such Commercial Terms and Conditions in the main offer may be considered null and void by the Purchaser and this is accepted by us.

Date:

Name & designation of the seller



**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<br>As Per <b>IS737</b>                       | Clause wise / Point wise confirmation to be given in TOTO for all specifications & to be submitted along with offer. (i.e Xerox copy of specn duly filled with your acceptance / comments duly signed & sealed). |                     |
| 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 & approval along with offer.                                                                                    |                     |
| 04   | SPECIFICATION<br>DEVIATION<br>DISPOSITION<br>REPORT (SDDR) | Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted).                                                                                                  |                     |

| <b>SPECIFICATION DEVIATION DISPOSITION REPORT</b>                                  |        |                                  |                     |  |
|------------------------------------------------------------------------------------|--------|----------------------------------|---------------------|--|
| 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 “<br>if any to be incorporated in the PO in the event of order. |        |                                  | APPROVED BY         |  |

Date

VENDOR'S SIGNATURE WITH SEAL



**ANNEXURE – B to TENDER: MM/OPEN / AI sheet - 07/2013 DT 22.07.13**

**Essential Commercial Terms & Conditions – NON Indigenous Bidders (To be filled in full and to be submitted along with Techno Commercial Bid)**

**(For Non Indigenous sources only)**

| Sl.No | Buyers preference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Sellers Acceptance |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 1.    | PRICE :Firm till completion of order.[ offer with Price Variation Clause is not acceptable ]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                    |
| 2.    | DELIVERY TERMS (FOB Seaport and CFR Chennai Sea Port)-Freight & Insurance breakup shall be given separately.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                    |
| 3.    | Freight up to Chennai Sea Port to be indicated separately in each case of CFR Chennai Sea Port basis is considered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |
| 4.    | Packing and forwarding to be included [If extra indicate in %]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |
| 5.    | Delivery place-As per annexure D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |
| 6.    | Delivery Period- Please indicate Firm delivery period with clear reference from the date of LOI/ approval of drawings                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                    |
|       | Initial Lead time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |
|       | Quantity that can be delivered in a month (In MT)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |
| 7.    | Specific compliance to our Technical specification IS737                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |
| 8.    | Validity of offer (minimum of 90 days from the date of price opening)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                    |
| 9.    | Please indicate the gross weight of the consignment including seaworthy packing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |
| 10.   | Name of nearest Sea Port at foreign soil                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |
| 11.   | Payment Term (100% by unconfirmed irrevocable Letter of Credit by a first class bank in India. Interest @ Benchmark Prime lending rate (BPLR) of SBI as applicable on the scheduled date of tender opening + 2% will be loaded for a period of 90 days in case if LC at sight is insisted. Payment terms insisting on advance will be rejected. (Indian Bank charges to BHEL A /C. Foreign Bank charges to Sellers account.)                                                                                                                                                              |                    |
| 12.   | Name your bankers on whom the L/C Negotiation can be restricted with swift code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                    |
| 13.   | Confirmation L.D. clause as indicated in Enquiry @ 0.5% per week subject to a maximum of 15% for the delayed delivery. In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 10% penalty clause, then balance 5% will be loaded for evaluating lowest bidder                                                                                                                                                             |                    |
| 14.   | Details of Indian office/agent if any. Valid Indian Agent agreement copy to be submitted along with technical offer                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |
| 15.   | Indian agency commission if any (to be quoted clearly and payable in Indian rupees)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |
| 16.   | Confirmation that bidder is Original Equipment Manufacturer with name and Country of Origin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |
| 17.   | Country of Origin & Confirmation for the submission of Country of Origin Certificate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |
| 18.   | <b>Supplier Registration Forms- Supplier registration forms in the format available in the BHEL website- <a href="http://www.bhel.com">www.bhel.com</a> and other required documents called for in the SRF to be submitted along with the technical offer.</b>                                                                                                                                                                                                                                                                                                                            |                    |
| 19.   | <b>Contract Execution Bank Guarantee:</b> 2% of the total PO value. CEBG shall be valid for the period covering the agreed delivery date of the order with a further claim period of 3 months from the last delivery date. [CEBG to be given in BHEL FORMAT encl.]                                                                                                                                                                                                                                                                                                                        |                    |
| 20.   | <b>BHEL Standard Guarantee Clause:</b> 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 |                    |
| 21.   | <b>Risk Purchase Clause:</b> 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. Bidders who do not accept this clause will be rejected                                                                                                    |  |
| 22. | INSPECTION BEFORE DESPATCH –In case of supplies from any new suppliers, material inspection shall be carried out by third party inspection agency like Lloyds or SGS or BVQI prior to shipment at supplier’s work and total inspection charge shall be borne by the suppliers only. |  |
| 23. | SPECIFICATION DEVIATION DISPOSITION REPORT [SDDR]<br>Attached SDDR to be filled & submit along with offer. (If NO deviation is taken, NIL report to be submitted).                                                                                                                  |  |
| 24. | Confirmation for the Submission of Test Certificate                                                                                                                                                                                                                                 |  |
| 25. | Confirmation if unpriced bid copy is enclosed along with technical offer                                                                                                                                                                                                            |  |
| 26. | Quantity tolerance – As per Enquiry                                                                                                                                                                                                                                                 |  |
| 27. | Reverse Auction (R/A) / Bidding through Internet: <b>Supplier confirmation required</b>                                                                                                                                                                                             |  |

NOTE : The above format shall be completely filled and deviation if any shall be clearly spelt out. The columns which are not applicable shall be mentioned as “Not Applicable”. No column should be left blank .

**The above Commercial Terms and Conditions are confirmed by us for this tender. In case there is a variance between the conditions confirmed above and the main offer, we certify that the Commercial Terms and Conditions given above is applicable . Such Commercial Terms and Conditions in the main offer may be considered null and void by the Purchaser and this is accepted by us.**

**Date:**

**Name & designation of the seller**

**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<br>As Per <b>IS737</b>                       | Clause wise / Point wise confirmation to be given in TOTO for all specifications& to be submitted along with offer. (i.e Xerox copy of specn duly filled with your acceptance / comments duly signed & sealed). |                     |
| 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 & approval along with offer.                                                                                   |                     |
| 04   | SPECIFICATION<br>DEVIATION<br>DISPOSITION<br>REPORT (SDDR) | Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted).                                                                                                 |                     |

|                                                   |  |      |  |
|---------------------------------------------------|--|------|--|
| <b>SPECIFICATION DEVIATION DISPOSITION REPORT</b> |  |      |  |
| Specn                                             |  | Item |  |
| Enq.No<br>&Date                                   |  |      |  |



|                                                                                    |        |                                  |                     |
|------------------------------------------------------------------------------------|--------|----------------------------------|---------------------|
| Vendor Name                                                                        |        |                                  |                     |
| SPECN                                                                              |        |                                  |                     |
| Page                                                                               | Clause | Details Of Deviation With Reason | Disposition By Bhel |
|                                                                                    |        |                                  |                     |
| Signature Of Vendor                                                                |        | Reviewed By                      |                     |
| “ AGREED DEVIATION “<br>if any to be incorporated in the PO in the event of order. |        | APPROVED BY                      |                     |

**Date**

**VENDOR'S SIGNATURE WITH SEAL**



## ANNEXURE – C

### GENERAL TERMS AND 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 ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. 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.
4. Business rules like event date, time, Start price, Bid decrement, extensions etc., also will be communicated through service provider for compliance.
5. 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.
6. 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.
7. Reverse Auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. 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.
10. 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.
11. 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.

In that event, BHEL would intimate the acceptable offerers 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.

It shall be presumed that all bidders participating in this tender have read this condition and have accepted this, in submitting their offer.



## **ANNEXURE – D**

### **Site Location**

- 1) **BHEL-Ranipet –Tamilnadu.**
- 2) **Rourkela site , Odisha.**
- 3) **Nabinagar site, Bihar.**
- 4) **Talcher site, Odisha.**
- 5) **IB Valley site, Odisha.**
- 6) **Suratgarh site, Rajasthan.**
- 7) **NTPC Vindhyachal-13 site, Madhya Pradesh.**
- 8) **NTPC Korba site, Chhattisgarh.**
- 9) **NTPC Mauda site, Maharashtra.**
- 10) **NTPC Solapur site, Maharashtra.**



**Annexure E**

**ITEMS DESCRIPTION AND TENDER QUANTITY**

| <b>Enq. SL. No</b>    | <b>Item Description</b>                                                                                       | <b>Tender Quantity in MT</b> | <b>Destination</b>         | <b>Rate to be quoted in Rs/MT</b> |
|-----------------------|---------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------|-----------------------------------|
| 1)                    | 160063550003<br>Aluminium sheet 1.00 mm thickness, 1050/1250 mm width as per IS737, Qty Tolerance: +2 to -2 % | 525                          | BHEL Stores-<br>Ranipet-   |                                   |
| 2)                    | 160063550000<br>Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%      | 13.824                       | Rourkela                   |                                   |
| 3)                    | 160063550000<br>Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%      | 270.972                      | Nabinagar                  |                                   |
| 4)                    | 160063550000<br>Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%      | 13.824                       | Talcher                    |                                   |
| 5)                    | 160063550000<br>Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%      | 8.448                        | IB Valley                  |                                   |
| 6)                    | 160063550000<br>Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%      | 197.370                      | Suratgarh                  |                                   |
| 7)                    | 160063550000<br>Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%      | 73.340                       | NTPC<br>Vindhyachal,<br>MP |                                   |
| 8)                    | 160063550000<br>Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%      | 49.995                       | NTPC Korba -I              |                                   |
| 9)                    | 160063550000<br>Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%      | 90.324                       | Mauda II -660              |                                   |
| 10)                   | 160063550000<br>Aluminum sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%       | 90.324                       | NTPC-Sholapur              |                                   |
| <b>TOTAL QUANTITY</b> |                                                                                                               | <b>1333.421</b>              |                            |                                   |



**Annexure F –for IEM of Integrity Pact**

**Enquiry Ref : MM/OPEN/AI Sheet- 07/2013 Dt: 22.07.13.**  
**Tender Due on : 19.08.2013**  
**Items : AI cladding sheets**  
**Total weight : 1333.421 MT**

**The nominated IEM for IP for the above enquiry is Shri.D.P.Bagchi, IAS (Retd.)**

**And he can be contacted at**

Shri D. P. Bagchi, IAS (Retd.)

Y-165, Regency Park - II,

DLF City, Phase IV,

Gurgaon - 122 009.

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