



**Open Tender for Procurement of ALUMINIUM SHEET ref: MM/OPEN/AI Sheet - 01/2012 DT  
28.12.2012**

**DUE ON 18.01.2013 from Indigenous manufacturers only.**

**ITEMS DESCRIPTION AND TENDER  
QUANTITY**

Enq. SL. No	Item Description	Tender Quantity in MT	Tender Unit	Destination	Required Delivery date
1)	160063550000 Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +2%	210.000	MT	BHEL Stores, Ranipet, TN	31.01.2013
2)	160063510000 Aluminium sheet 1.6 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +2%	71.000	MT	BHEL Stores, Ranipet, TN	31.01.2013
3)	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*	30.03.2013
4)	160063550000 Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%	90.324	MT	NTPC Mauda site *	30.03.2013
5)	160063550000 Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%	90.324	MT	NTPC Solapur site *	30.03.2013
6)	160063550000 Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%	148.610	MT	SCCL Adilabad site, AP*	31.03.2013
7)	160063550000 Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%	38.476	MT	IPCL Haldia Site, Kolkata*	31.03.2013
8)	160063550000 Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +0%	40.000	MT	SIPL Dhule Site, Maharashtra*	31.03.2013
9)	160063550000 Aluminium sheet 0.711 mm thickness, 1000 mm width as per IS737, Qty Tolerance: -0 to +2%	147.000	MT	Korba site, Chattisgarh*	31.03.2013
<b>TOTAL QUANTITY</b>		<b>909.074</b>	<b>MT</b>		

\*Please refer Annexure D for address 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 address of destinations mentioned above.
- Please refer 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 Manager / Purchase, Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Indira Gandhi Industrial Complex, Ranipet, Vellore District-632406 (TN).

- 01) Offerers are requested to carefully read the following conditions and give their specific confirmation of acceptance in toto.
- 2a) Time is the essence of contract.
- 2b) In the event of delay on the contracted delivery, liquidated damages (LD) will be levied.
- 2c) LD will be levied at the rate of 0.5 % per week or part thereof on the contract value.
- 2d) the LD ceiling will be 15 %.
- 2e) LD will be a mandatory condition in the purchase order.
- 3) 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 condition given above.
- 4) The condition will be included in the order without any further reference to the offerer and no changes will be permissible, post order release.
- 5) In case any bidder is not accepting the above penalty for delayed Supply to maximum of 15%, the offer of that 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**

Please indicate your TIN (taxpayer identification) number, commodity code for each item, despatching 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.

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**ANNEXURE – A to TENDER: MM/OPEN/ AI sheet-01/2012 DT 28.12.2012**

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

**A. Submission of Offer:**

Sealed tenders super-scribed with Tender Number, Due Date, Item Name & Supplier's Name and Validity of the Offer shall be addressed to Manager / Purchase (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.

**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) *BHEL registered Vendors:* Vendors registered with any unit of BHEL, shall give details of their registration along with the category registered for.
- f) *BHEL Order Reference:* If same or similar material has been supplied to any other Unit of BHEL, the Purchase Order details (reference number and date) should be enclosed.
- g) *Manufacturers only can submit their offer.*
- 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.
- (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 i.e., **Per MT** only. The Prices shall be indicated in both figures and words.

Price should be firm till completion of supply. However in line with the existing practice, Price Variation Clause up to Ordering will be followed by BHEL for incorporating the Unit Rate per MT. For the Price variation clause till ordering, M/s Nalco Ingot rates shall be taken as reference.

The Price bid shall be quoted as follows:

- a) For each item in the enquiry, please quote the Conversion Cost only from Ingot to Sheet in Rupees per MT, on Ex-Works basis.
- b) As Appearing in the Web-Site of Nalco, provide the below details -  
The Reference Base Price of the Ingot shall be of Specification / Grade:  
The present Price of the Ingot as announced by Nalco is:
- c) The Base Price assumed by the Tenderer shall be clearly mentioned in the Tender (Price Bid Portion).
- d) Tenderers in their own interest are advised to download the detail from the web-site of Nalco and attach the same along with the offer as supportive document.
- e) For each item in the enquiry, Freight & Insurance Charges per MT shall be quoted separately and these rates should remain valid till completion of supplies without any Price Variation Clause.

This Unit Rate per MT will be arrived by adding the Conversion Charges along with Nalco's Ingot Price reference (Corresponding grade quoted by the suppliers in their price bid). 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 Finalization of the Conversion Price, which 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) Bidders shall quote on FOR destination basis as indicated in the tender.

### **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.

### **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.**

f) 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.

g) 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.

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.
- 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) 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.
- h) In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at destination.
- i) 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
- j) The standard acceptable mode of payment for the materials is "Direct in 45 days after receipt and acceptance of materials at our end for Indigenous Suppliers". Payment to suppliers would be through Electronic Fund Transfer (EFT). In the event of an order, this EFT form has to be filled in and submitted by the bidder.
- k) Wherever applicable, necessary Tax Deduction at Source (TDS) would be issued.
- l) The Guarantee period shall start from the "Date of receipt and acceptance of the materials at destinations given in the enquiry".
- m) 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.
- n) The Guarantee period shall start from the "Date of receipt and acceptance of the materials at destinations given in the enquiry".
- o) 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. Documents to be sent directly to the Purchaser prior to shipment (Indian Suppliers):**

- 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.

**G. Conditions for transportation:**

- a) All shipping documents shall show the Purchase Order Number & Date, project name.
- b) Suppliers shall dispatch the materials, freight prepaid, on door-delivery basis (FOR Destination – Destination: Respective Sites) preferably through any one of the approved carriers of BHEL only

**H. 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.

**I. Liquidated Damages Clause:**

BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The penalty 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. Applicable LD will be deducted from suppliers bills for the delayed portion. 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, BHEL reserves the right to reject the offer.

In case any bidder is not accepting the above penalty for delayed Supply to maximum of 15%, the offer of that 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.

*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.*

**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 canceling the order, to



take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier. (Risk Purchase).

**L. 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 Manager / Purchase-ESP, e-mail ID: [gayathri@bhelrpt.co.in](mailto:gayathri@bhelrpt.co.in) and [gravi@bhelrpt.co.in](mailto: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) 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) 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.

f) 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 - 01/2012 DT 29.12.2012**

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

| S.No | TERMS & CONDITIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Bidders confirmation/Details                                                                                   |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| 1)   | <b>Price (shall be firm till supply completion)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                |
| 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 NTPC Mauda, NTPC Vindhyachal and NTPC Solapur projects. Necessary ED exemption documents will be provided by BHEL].                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                |
| 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> included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                |
| 7)   | <b>Delivery Place:</b> As per Annexure D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                |
| 8)   | Specific compliance to our Technical specification IS737                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                |
| 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)  | <b>L.D. Clause:</b> Standard L.D Clause will be @ 0.5% per week or part there of subject to a Maximum of 15% for the undelivered PO portion.                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                |
| 11)  | <b>Our standard payment term :</b> 100% payment in 45 days against Receipt and acceptance of materials at our end.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                |
| 12)  | <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.                                                                                                                                                                                                                                                                                                                                      |                                                                                                                |
| 13)  | INSPECTION BEFORE DESPATCH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Will be done at Vendor's Works before Dispatch by BHEL / BHEL's customer / BHEL's authorized Inspection agency |
| 14)  | TEST CERTIFICATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Required                                                                                                       |
| 15)  | <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 |                                                                                                                |



| S.No | TERMS & CONDITIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Bidders confirmation/Details                                                                                                  |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| 16)  | <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. |                                                                                                                               |
| 17)  | Issue of Material Dispatch clearance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Based on Test certificates, Test reports along with BHEL/BHEL AUTHORISED AGENCY inspection reports, in the event of ordering. |
| 18)  | Quantity tolerance – As per Enquiry                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                               |
| 19)  | Reverse Auction (R/A) / Bidding through Internet: <b>Supplier confirmation required.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                               |
| 20)  | Supplier status: Micro / Small / Medium – Valid certificate to be attached with offer as a proof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                               |

THE ABOVE FORMAT SHALL BE COMPLETELY FILLED AND DEVIATION IF ANY SHALL BE CLEARLY SPELT OUT. NO COLUMN SHOULD BE LEFT BLANK WITHOUT FILLING UP. IF THERE IS ANY CONTRADICTION BETWEEN THE OFFER AND THIS CONFIRMATION ANNEXURE, THIS ANNEXURE WILL TAKE PRECEDENCE AND IT WILL ONLY BE CONSIDERED.

VENDOR'S SIGN & 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 Address**

**1) NTPC Vindhyachal-13 site**

DGM / MECHANICAL ERECTION  
NTPC LTD, VINDHYACHAL STAGE V  
VINDHYANAGAR,  
DISTRICT-SINGRAULI  
MADHYA PRADESH – 486885

**2) NTPC Mouda site**

Project Manager, NTPC- Site,  
NTPC Ltd., Mouda STPP  
P.O: Mouda, taluk Mouda,  
Dist: Nagpur, Maharashtra – 441104

**3) NTPC Solapur site**

General Manager,  
NTPC Ltd., Solapur STPP,  
At-Fatetewadi, Post-Hotgi station,  
Tal: South Solapur, Dist: Solapur,  
Maharashtra.( TEL : 0217-2252501,514) - 413215

**4) SCCL Adilabad site**

PROJECT MANAGER.  
2X600 MW,SUPER THERMAL POWER PLANT  
PEGADAPLLLI VILLAGE  
JAIPUR MANDAL ADILABAD DISTRICT  
ANDHRA PRADESH – 504216

**5) IPCL Haldia Site**

India Power Corporation (Haldiah)Limited  
Haldiah site, A/C BF Infrastructure Ltd  
Kashberia – Village  
Shibrannagar P.O.Bhavanipur  
Haldia , Purba Medinipur , West Bengal – 721635

**6) SIPL Dhule site**

The General Manager,  
Shirpur Power Pvt. Ltd.,  
Plot No. 1 & 2, Phase - 1,  
Waghode Shivar MIDC Nardana  
Dist. Dhule , Maharashtra - 425413

**7) Korba site**

NTPC Korba TPS Stg I & II (3X200 MW+3X500 MW)  
Jamnipali,  
District Korba,  
Chattisgarh