

# Enquiry



Bharat Heavy Electricals Limited  
Transmission Business Group  
Materials Management

## Project : BHEL TBG

Enquiry No	Enquiry Dt	Rev No	Rev Dt	PI No	Enquiry Type	Inspection by	Due Dt	Commercial Comments	Technical Comments	Signing Authority
274R056	23-Jun-14	0		342240003	Package		18-Jul-14			Sr.Engineer/TBMM

## Document Enclosed

- Technical Specifications
- Terms & Conditions for Indigenous Enquiry
- Activity Schedule
- Schedule of Commercial Deviation
- Schedule of Technical Deviation

SN	Equipment	Phy Unit	Qty	Unit Exworks	Unit Packing	% ED	% CST	% VAT	% ST	Unit F&I	Plan Dt	Comments
1	AL TUBE 4" IPS (SCH 40)	MT	29.07									
2	AL TUBE 4" IPS (SCH 80)	MT	269.5									
3	AL TUBE 4.5" IPS (SCH 40)	MT	12.84									
4	AL TUBE 4.5" IPS (SCH 80)	MT	91.46									
5	TYPE TEST CHARGES (OPTIONAL)-CORONA INCEPTION/EXTINCTION TEST FOR 4 INCH ALUMINIUM TUBE.	LOT	1									
6	TYPE TEST CHARGES (OPTIONAL)-CORONA INCEPTION/EXTINCTION TEST FOR 4.5 INCH ALUMINIUM TUBE.	LOT	1									
7	TYPE TEST CHARGES (OPTIONAL)-RIV TEST FOR 4 INCH ALUMINIUM TUBE.	LOT	1									
8	TYPE TEST CHARGES (OPTIONAL)-RIV TEST FOR 4.5 INCH ALUMINIUM TUBE.	LOT	1									

You are requested to submit your most competitive offer so as to reach us positively by the tender opening date & time. THE TENDERS NOT RECEIVED WITHIN SCHEDULED DATE AND TIME ARE LIKELY TO BE IGNORED. BHEL shall not be responsible for any postal delay.

**IN YOUR OWN INTEREST YOU ARE ADVISED TO CAREFULLY READ "THE INSTRUCTIONS TO BIDDERS". INCOMPLETE BIDS AND/OR BIDS NOT COMPLYING WITH TENDER CONDITIONS SHALL BE TREATED AS NON RESPONSIVE AND ARE LIKELY TO BE IGNORED.**

**In case Tender Documents are not received within 7 days of this E-mail message, intimate BHEL accordingly. If no intimation is received, it will be considered that you have received tender enquiry and delay in submission offer due to late receipt of tender documents will not be entertained.**

**YOU ARE REQUESTED TO SUBMIT YOUR MOST COMPETITIVE OFFER SO AS TO REACH US POSITIVELY BY 2 PM ON THE TENDER OPENING DATE AND TENDER WILL BE OPENED AT 2:30 PM WITH EFFECT FROM 15-SEP-09.**

**BHEL RESERVES THE RIGHT TO OPT FOR REVERSE AUCTION FOR OBTAINING BEST PRICES.**

### OFFERS THROUGH E-MAIL / FAX:

**WHOSOEVER DESIRES TO SEND OFFERS ON THEIR OWN RISK (COMPLETE IN ALL RESPECTS) VIA E-MAIL or FAX HAVE TO SEND THE OFFERS TO THE COMMON E-MAIL ADDRESS [tenderbox@bhel.in](mailto:tenderbox@bhel.in) or 0120-6748581 FAX .**

**THE RECEIVED EMAIL OFFERS WILL BE PRINTED BY PURCHASE COORDINATOR AND PUT THEM INTO COVERS AS PER CONVENTIONAL METHOD FOR TENDER OPENING I.E., TECHNO COMMERCIAL & PRICE OFFER SHALL BE PUT INTO TWO SEPARATE COVERS AND BOTH THE COVERS ARE KEPT IN THIRD COVER DULY SUPER SCRIBING ENQY. NO. AND DUE DATE.**

**OFFERS SENT TO ANY OTHER E-MAIL ID or FAX NO AND INCOMPLETE OFFERS SHALL NOT BE CONSIDERED FOR EVALUATION PURPOSE.**

It is suggested that the bidders are advised to send the files with 'password protection'. procedure for giving a password to a file has been given below:

### For saving Excel file with password

Steps to be followed:

1. Click on the FILE option in XP system and Start sign in Vista system then go to SAVE AS option.
2. Select the location to save and Click on the TOOLS box and go to GENERAL OPTION.
3. It will ask for the password, type the password into open or modify box or both as required.
4. Then click on the OK button it will ask for reenter of the password.
5. After reentering the password click on the save box.

### For saving Word file with password

Steps to be followed:

1. Click on the FILE option in XP and Start sign in Vista then go to SAVE AS option.
2. Select the location to save and Click on the TOOLS box and go to SECURITY OPTION in XP system and GENERAL OPTION in Vista system.
3. It will ask for the password, type the password into open or modify box or both as required.
4. Then click on the OK button it will ask for reenter of the password.
5. After reentering the password click on the save box.

The vendors who has sent offers with password,the passwords are to be forwarded to another email id:[supplierinfo@bhelindustry.com](mailto:supplierinfo@bhelindustry.com)

**MSME STATUS**

**"THOSE INDUSTRIES WHO HAVE FILED A MEMORANDUM WITH THE CONCERNED AUTHORITIES AND REGISTERED AS MICRO & SMALL ENTERPRISE UNDER MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT 2006, HAVE TO SUBMIT A COPY OF SUCH REGISTRATION CERTIFICATE / MEMORANDUM TO BHEL FOR NECESSARY COMPLIANCES OF THE ABOVE ACT".**

Please acknowledge the receipt of tender enquiry and fax back this letter by ticking the appropriate item below.

for BHARAT HEAVY ELECTRICALS LTD

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**We acknowledge the receipt of tender.**

- (a) The offer against subject enquiry shall be submitted by the scheduled date and time.
- (b) We regret to quote. The item in reference is out of our manufacturing range.
- (c) We regret because of our prior commitments.
- (d) Any other reason.

To  
S C Shivhare  
Sr.Manager  
BHARAT HEAVY ELECTRICALS LIMITED  
TRANSMISSION BUSINESS GROUP  
TOWER-A,5th Floor,  
Advant Navis IT Business Park,  
Plot No-7,Sector-142,Expressway Noida  
Noida-201305  
Distt. Gautam BudhNagar,U.P

Ph: 0120-6748471  
Fax: 0120-6748581

**Signature and Seal of Tenderer**

**Enquiry No : 274R056      Enquiry Dt : 23-Jun-14**

**BHARAT HEAVY ELECTRICALS LTD.  
(TRANSMISSION BUSINESS GROUP)  
GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY**

This Format is to be submitted in original duly signed and stamped by bidder. Deviation, if any, is to be brought out clearly in Schedule of Commercial deviation giving clause wise deviation. Any condition / clarification / deviation mentioned elsewhere will not be accepted.

Sr. No	ENQUIRY NO : 274R056      DATED : 23/06/14      DUE ON: 18/07/14
1.	<p>1. Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested and otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 14.00 Hrs. of the due date of opening.</p> <p><b>Material Management Division Transmission Business Group Tower A, 5th Floor, BHEL, Advant Navis IT Business Park Plot No 7, Sector - 142, Express way Noida Noida -201305 DISTT- GAUTAM BUDH NAGAR, UP</b></p> <p><b>Note: The offer can also be sent to the email-id <a href="mailto:tenderbox@bhel.in">tenderbox@bhel.in</a> without cc to anybody.</b></p> <p><b>Bidders are required to submit their credentials along-with techno-commercial bid to substantiate the pre-qualifying requirement. The bid of bidder will be accepted subject to vendor approval by customer/TBG.</b></p> <p>3. The same shall be opened at 14.30 Hrs. on the same day. Tenders received late shall be rejected. Bidders must ensure that tender documents are deposited on or before due date. <b>Bidders are required to submit credential along with Techno-Commercial bid to substantiate the qualifying requirement.</b></p> <p><b>4. Bids are to be submitted in Two parts:</b></p> <p>i) <b>Techno-commercial bid (Part I)</b> – To be submitted in duplicate. A copy of price bid (Part II) (without prices) is also to be enclosed in Part I bid as confirmation that the bidder has quoted for all the items / services mentioned in price bid format.</p> <p>ii) <b>Price bid (Part II)</b> – To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or Commercial Terms. The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words will prevail over figure. If there is a calculation mistake in multiplication of unit rate with quantity, then the unit rate quoted will be considered for calculation.</p> <p>Both Part I and Part II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and super scribed with enquiry no., item / package name, project name and due date of opening.</p> <p><b>Note: Representative deputed to witness tender opening must produce an authority letter from the signatory of offer at the time of tender opening.</b></p>

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	<p>5. <u>For any Technical clarification, please contact:</u>  <b>Sh. S.K.Shukla, Sr. MANAGER / TBEM</b>  <b>BHARAT HEAVY ELECTRICALS LIMITED</b>  <b>TRANSMISSION BUSINESS GROUP</b>  <b>TOWER A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK,</b>  <b>PLOT NO-7, SECTOR-142, EXPRESSWAY NOIDA,</b>  <b>NOIDA-201305,</b>  <b>DISTT- GAUTAM BUDH NAGAR, UP, INDIA</b>  <b>Phone : 0120 – 6748531</b>  <b>E-mail : skshukla@bhel.in</b></p> <p><u>For any Commercial clarification, please contact:</u>  <b>SH. S.C. SHIVHARE, SR. MGR.(TBMM)</b>  <b>SH. NAVEEN KUMAR, SR. ENGR. (TBMM)</b>  <b>BHARAT HEAVY ELECTRICALS LIMITED</b>  <b>TRANSMISSION BUSINESS GROUP</b>  <b>TOWER A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK,</b>  <b>PLOT NO-7, SECTOR-142, EXPRESSWAY NOIDA,</b>  <b>NOIDA-201305,</b>  <b>DISTT- GAUTAM BUDH NAGAR, UP, INDIA</b>  <b>Phone : 0120-6748472 / 0120-6748471</b>  <b>Email: <a href="mailto:naveen.kumar@bhel.in">naveen.kumar@bhel.in</a> / <a href="mailto:scshivhare@bhel.in">scshivhare@bhel.in</a></b></p> <p>6. Price bid should not contain any information / description / terms &amp; condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p> <p>7. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. With-drawl of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>8. Authorized signatory should authenticate tender documents.</p>		
2.	<p><b>PRICES:</b></p> <p><b>A. The prices to be quoted are with PVC with following formula.</b></p> <p><b>With PVC based on NALCO Metal price in rupees per MT declared by them just prior to tender opening date. In case of any change in the NALCO Aluminium ingot price of IC 20 grade, the same shall be neutralized as formula follow.</b></p> <p><b>Price basis: - With PVC based on following</b>  <math display="block">P_s = P_o + (N_s - N_o)</math> Where: - <math>P_s</math>- Ex-works price of supply.  <math>P_o</math>- Ex-works price quoted in offer.  <math>N_s</math>- NALCO Aluminium ingot price of IC20 in Nalco price list on date of dispatch or just prior to dispatch.  <math>N_o</math>- NALCO Aluminium ingot price of IC20 in Nalco price list on date of bid opening or just prior to bid opening.</p> <p><b><i>The date of delivery shall be P.O. Delivery Date (including any agreed extension thereto) or Date of Actual Dispatch, whichever is earlier shall be considered for PV calculation.</i></b></p>		

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	<p><b>NOTE:</b></p> <ol style="list-style-type: none"> <li>1. The price adjustment of Ex-Works price component of Aluminium Tube shall not be subject to any ceiling.</li> <li>2. If price adjustment amount works out to be positive, the same will be payable to supplier and if it works out to be negative, the same will be recovered from supplier.</li> <li>3. The supplier should ensure submission of price adjustment invoice after dispatch of material (positively within one month), whether such adjustment is positive or negative.</li> </ol> <p><b>B. The prices shall be quoted by the vendors considering following</b></p> <p>The prices are to be quoted on <b>FOR</b> (Destination) basis. The break-up of price shall be as under:-</p> <ol style="list-style-type: none"> <li>a) <b>Ex-works Price:</b> Ex- works price including packing &amp; forwarding charges.</li> <li>b) <b>Excise duty:</b> Extra as applicable, to be quoted as percentage in both un-price and price bid.</li> </ol> <p><b>Excise Duty Exemption:</b> In case of Deemed Export / ADB Funded / Physical Export, BHEL will provide necessary documents for availing benefits as per the Project Conditions and rules of Govt. of India. Material will be supplied by vendor availing Excise benefits.</p> <ol style="list-style-type: none"> <li>c) <b>Sales Tax:</b> ST / VAT / CST (against C-form) to be quoted as percentage in un-price and price bid. In case of interstate sale-in-transit supplier have to provide E1/E2 form.</li> <li>d) <b>Entry tax / Octroi Charges:</b> Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</li> <li>e) <b>Freight &amp; Insurance:</b> Freight and Transit Insurance for door delivery up to destination/store is to be quoted. Uniform rate of freight will be paid for projects situated anywhere in India i.e. irrespective of destination at hilly or non hilly area.</li> </ol> <p><b>Note:</b> The distance for the purpose of freight admissibility shall be the shortest route as exhibited in the Motoring Guide of India (latest edition). Wherever, a particular station is not appearing in MGI, the distance calculated up to the nearest station available in MGI will be suitably increased / decreased based on information from other sources like "mapmyIndia.com" may be resorted to.</p> <p><b>Freight and Insurance charges to be quoted on per MT per 1000 KM basis (Separately). Vendor shall quote one price of freight for all cross sections on Rs. / MT basis.</b></p> <ol style="list-style-type: none"> <li>f) <b>Type Test charges:</b> Bidders have to quote type test charges as per technical specification enclosed with this Enquiry. <b>Type Test Charges shall not be considered for Evaluation purpose.</b></li> <li>g) <b>Export Worthy Packing Charges:</b> For Export projects, charges of export worthy packing as per technical specification are to be quoted on per MT basis. <b>Export worthy packing charges will also be considered for evaluation for the specified quantity as per technical specification-TB-xxx-316-055.</b></li> </ol>		

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	<p><b>Note:</b> i) The Rate Contract shall be placed on Ex – Works basis.</p> <p>“BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘online sealed bid’ in the Reverse Auction. Non-submission of ‘online sealed bid’ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”  (Further to above clause, please refer attached Annexure I for Terms &amp; Conditions Of Reverse Auction Page 1 &amp; 2).</p>		
3.	<p><b><u>TERMS OF PAYMENT:</u></b></p> <p>100 % Payment with Taxes, Duties, Freight &amp; Insurance within 60 days (<b>45 Days for MSE vendor</b>) from the date of receipt of complete invoice with following documents in 3 sets (Original + 2 copies):</p> <ul style="list-style-type: none"> <li>- Receipted LR</li> <li>- Excise invoice (If Applicable)</li> <li>- Delivery Challan or Packing list (case wise)</li> <li>- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers</li> <li>- MICC</li> <li>- Guarantee Certificate</li> <li>- Copy of Performance Bank Guarantee.</li> </ul> <p>[A.] Documents to be furnished by vendor immediately after dispatch:</p> <ul style="list-style-type: none"> <li>- Copy of Invoice</li> <li>- Copy of LR</li> <li>- Copy of Delivery Challan / Packing List</li> <li>- Copy of Insurance Certificate</li> <li>- Copy of Guarantee Certificate</li> </ul> <p>[B.] Following Documents to be sent by vendor to TBG, BHEL :</p> <ul style="list-style-type: none"> <li>- Receipted LR</li> <li>- Excise invoice (If Applicable)</li> <li>- Delivery Challan / Packing list (case wise)</li> <li>- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers</li> <li>- Dispatch Clearance / MICC</li> <li>- Guarantee certificate</li> <li>- All Test &amp; Inspection Reports</li> <li>-</li> </ul>		
4.	<p><b><u>INTEREST LIABILITY:</u></b></p> <p>In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>		

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<b>5.</b>	<b>GUARANTEE :</b> The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, whichever is earlier. The defective material / component shall be replaced free of cost at site.
<b>6.</b>	<b>PERFORMANCE BANK GUARANTEE:</b> Bidder shall furnish along with first invoice Performance BG / deposit as per follows.  Rate Contract vendors will submit a "Performance BG for a value of 2% of Ex-Works Value of Rate Contract and valid till period of one year after expiry of Rate Contract validity. The Bank guarantee shall be from State Bank of India / State bank of Hyderabad / State Bank of Travancore / State Bank of Mysore / Canara Bank / Bank of Baroda / Punjab National Bank / Deutsche Bank / HDFC Bank / Standard Chartered Bank / CITI Bank / ICICI Bank / IDBI Bank / HSBC / any other Nationalised Bank. The original BG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL-Noida. All the bank Guarantee shall be from a schedule bank In India acceptable to BHEL. The original BG should be sent by issuing bank directly to AGM (Finance), TBG, BHEL-Noida.
<b>7.</b>	<b>FINAL ENGINEERING DOCUMENTATION:</b> Final documentation as called in the specification is to be submitted within 3 months from the date of despatch of material. In case of default, the Performance BG is liable to be en-cashed.
<b>8.</b>	<b>INSPECTION:</b> BHEL and / or customer / third party may inspect the Equipment / Material before despatch. In the event BHEL / Customer waives off inspection, Test Reports and Results shall be submitted for Approval. Supplier shall obtain Approval on Test Reports and MDCC / MICC (Material Inspection Clearance Certificate) before dispatch of equipment. Stage inspection during manufacturing may also be carried out. Material to be dispatched only after getting Dispatch Clearance from BHEL. <b>Supplier shall send inspection call on prescribed format only, with an advance notice of 15 days.</b>
<b>9.</b>	<b>DESPATCH DOCUMENTS:</b> Following despatch documents are to be immediately sent to purchaser on despatch. - Copy of Invoice - Copy of LR - Copy of Delivery Challan / Packing List - Copy of Insurance Certificate - Copy of Guarantee Certificate
<b>10.</b>	<b>DELIVERY PERIOD:</b> Bidders to mention the period in weeks in the Activity Schedule Format enclosed with enquiry ensuring scheduled delivery preferably within three months from the date of placement of individual PO. Time for conduction of type test, if required, is to be separately indicated. <b>Note:</b> LR date or Invoice date whichever is later shall be considered as delivery date.
<b>11.</b>	<b>DELAYED DELIVERY:</b> In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total Ex-Works Value per week or part there-of subject to maximum of 10% of total Ex-Works value of P.O. will be withheld.
<b>12.</b>	<b>VALIDITY:</b> The offer shall be valid for 120 days from the due date of opening.

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<b>13.</b>	<b>ACCEPTANCE / REJECTION OF TENDER:</b> BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.
<b>14.</b>	<b>EVALUATION:</b> Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.
<b>15.</b>	<b>DEVIATION:</b> The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may <b>load the prices for evaluation of offer as mentioned at Sl. No. - 24.</b>
<b>16.</b>	<b>ARBITRATION:</b> All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The arbitration and contract act 1996' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be Delhi / Noida as decided by BHEL.
<b>17.</b>	<b>LEGAL SETTLEMENT:</b> All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi.  Notwithstanding contained herein anything in this NIT, the original exclusive jurisdiction shall remain of the court at Delhi / New Delhi
<b>18.</b>	<b>SUBCONTRACTING:</b> In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.
<b>19.</b>	<b>RISK PURCHASE:</b> In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and cost of the successful bidder.
<b>20.</b>	<b>ADJUSTMENT OF RECOVERY:</b> Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works/contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.
<b>21.</b>	<b>FORCE MAJEURE CONDITION:</b> If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.
<b>22.</b>	<b>Demurrage/ Wharfage:</b> For the reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharf ages, if any, paid by BHEL ( for stated reasons).
<b>23.</b>	<b>VENDOR APPROVAL :</b> The price-bid of Non-TBG approved vendors shall be opened only after confirmation of their approval in TBG by SDC. In-case they are not approved in TBG, their offers shall be rejected.

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<b>24.</b>	<p><b>LOADING CRITERIA FOR DEVIATIONS TAKEN BY BIDDER ON:</b></p> <p><b><u>24.1 : TERMS OF PAYMENT:</u></b>  If a bidder asks for payment within specified no. of days from the date of receipt of invoice with complete documents as per "Terms of Payment" at sr. No. 3 above, loading to be done as follows:</p> <p style="padding-left: 40px;">a) Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6 % shall be considered for loading for the period of relaxation sought by the bidder.  60 days - No loading</p> <p><b><u>24.2 : DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:</u></b>  Loading for not accepting this clause / accepting only on un delivered portion shall be the maximum amount specified in this clause.</p>
<b>25.</b>	<p><b>MSME:</b>  "MSE suppliers can avail the intended benefit only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure - II) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bid at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".</p>
<b>26.</b>	<p><b>SPECIAL INSTRUCTION:</b>  <b>No deviation to our standard terms &amp; conditions is acceptable.</b></p>
<b>27.</b>	<p><b>Minimum Transportable Weight :</b>  Minimum transportable weight will be 9 MT. If total PO qty is less than this minimum transportable weight then payment of F&amp;I shall be made for minimum transportable weight.</p>
<b>28.</b>	<p><b>Short Close of Contract:</b>  The Rate Contract can be short closed at any time during the contract period with the sole discretion of BHEL without any implication to BHEL.</p>
<b>29.</b>	<p><b>Weight Tolerance:</b>  Maximum positive tolerance allowed is 8%. No negative tolerance is allowed <b>(As per technical specification-TB-xxx-316-055)</b>. However payment shall be made on the basis of actual weight supplied, subject to a maximum tolerance of +8% on the GTP weight quoted by the supplier.</p>
<b>30.</b>	<p><b>Cut Length:</b>  The tube shall be supplied in cut lengths minimum of 4 meter &amp; maximum of 7 meter respectively. The negative/positive tolerance on the length of section shall not exceed by 10 mm.</p>
<b>31.</b>	<p><b>Rate Contract Validity:</b>  Two years from date of award of Rate Contract with the provision to extend further for additional twelve months on mutual consent.</p>
<b>32.</b>	<p><b>Rate Contract Condition:</b>  The Rate Contract will be entered with Two [02] Nos. of Vendors with the quantity distribution in the ratio of 70:30. 70 % quantity shall be awarded to original L1 vendor. The rates of Original L1 vendor shall be sequentially counter-offered to L2, L3, L4 and so on... in that sequence. The balance 30 % quantity shall be awarded to the L2 or L3 or L4 and so on.. bidder whoever accepts the rate of the original L1 bidder in that sequence. In case the other bidders do not accept the business at L1 rates, then 100 % business will be placed with the original L1 bidder.</p>

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<b>33.</b>	<b>Termination of Contract:</b> BHEL shall reserve the right to terminate the contract at any point of time without assigning any reason thereof.			
<b>34.</b>	<b>Type Test Charges :</b> Bidders have to quote for type test charges <b>as per technical specification-TB-xxx-316-055</b> . Type test Charges will not be considered for Evaluation purpose.			
<b>35.</b>	<b>Quantity for Export Job:</b> Quantity of Al Tube for Export job with a provision of export worthy packing will be <b>as per technical specification-TB-xxx-316-055</b> .			
<b>36.</b>	<b>Weight Variation:</b> The indicated weight of individual type of Al. Tube as mentioned in section-I of technical specification -TB-xxx-316-055 may vary upto +/- 30%. However overall weight may also vary by +/- 20%.			
<b>37.</b>	<b>Pre Qualifying Requirement:</b> The qualified manufacturer should have manufactured & supplied at least 50% of the required quantity of the Aluminium tube of each size mentioned in the specification in any one year during the last 5 years from the date of bid opening.			
	Sl. No.	Description	Total Quantity	Minimum supplied in any one year during last 5 years. (50% of the Total Quantity)
	1.	ALUMINIUM TUBE 4" IPS (SCH 40)	29.07 MT	14.5 MT
	2.	ALUMINIUM TUBE 4" IPS (SCH 80)	269.5 MT	134.75 MT
	3.	ALUMINIUM TUBE 4.5" IPS (SCH 40)	12.84 MT	6.42 MT
	4.	ALUMINIUM TUBE 4.5" IPS (SCH 80)	91.46 MT	45.73 MT

Signature of Bidder  
Seal

**Terms & Conditions of Reverse Auction**

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit ‘online sealed bid’ in the Reverse Auction. Non-submission of ‘online sealed bid’ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S .....  
(hereinafter referred to as 'company') having its registered office at  
..... is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part-II) ..... dtd:.....,  
Category: ..... (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on  
date..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :  
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
Rs.....Lacs

The above investment of Rs.....Lacs is within permissible limit of  
Rs.....Lacs for .....Micro / Small (Strike off which is not applicable)  
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



**TRANSMISSION BUSSINESS GROUP  
MATERIAL MANGEMENT  
BHEL TBG NOIDA  
ACTIVITY SCHEDULE**

Please submit this format duly filled in along with offer. Time indicated will be used for calculating contractual delivery period.

**ENQUIRY NO: 274R056**

**Dated: 23/06/14**

**PROJECT: RATE CONTRACT OF AL. TUBE**

**ITEM: 4 & 4.5 INCH IPS AL. TUBE**

**VENDOR.....**

**OFFER REF.....**

SL. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	REMARKS IF ANY
1.	Receipt of P.O		
2.	P.O Acceptance	ONE WEEK	Vendor must Submit PO acceptance within one week
3.	Submission of documents necessary for getting manufacturing clearance like Drawings, date sheet etc.		Documents complete in all respect are to be Submitted. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier
4.	Review and Approval of documents and issue of manufacturing clearance	BHEL ACTIVITY	Vendor must ensure to reply all queries within 3 working days.
5.	Manufacturing Time		Manufacturing time be indicated considering all constrains & must include time required for internal inspections etc.
6	Raise inspection call	-VE 2 WEEKS TO SL NO 5	Call for inspection must be raised at least two weeks in advance in the prescribed format. Non availability of offered material for inspection to the inspector will be viewed very seriously & may result in financial implications. The date of inspection must be with in the period indicated in 5 above.
7	Inspection	BHEL	
8	Issue of MICC, MDCC & other documents like EDEC, Road permits etc	BHEL	Vendor must indicate requirement well in advance.
9	Dispatch	ONE WEEK	Vendor must ensure to dispatch with in one Week of receiving all documents required

**Total time in vendor's scope.**

1. Please mention constraints if any. For multiple lot delivery activity landmark for each lot should be mentioned. Multiple inspection calls for one lot are to be avoided & delay on this account shall be vendor's responsibility. Vendors to quote their Best Delivery Plan.
2. Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
3. Qty. to be offered for Inspection should be in accordance within Delivery- schedule - lot BHEL reserves the right not to entertain multiple inspection calls for a Delivery- lot and delay on this account shall be the responsibility of Supplier.
4. Bidders to mention the period in weeks in the Activity Schedule, ensuring scheduled delivery preferably within three months from the date of placement of individual PO.

**SIGNATURE AND SEAL OF COMPANY**

**SCHEDULE OF COMMERCIAL DEVIATION**

The following are the deviations / variations exception from the General Terms and Conditions:-

SL. NO.	CLAUSE NO. OF GENERAL TERMS & CONDITIONS	STATEMENT OF DEVIATION

Incase, this schedule is not submitted, it will be presumed that the equipment / material to be supplied under this contract is deemed to be in compliance with the General terms and Conditions.

If there is NIL deviation, even then the format to be filled as NIL DEVIATION.

NOTE: Continuation sheets of like size and format may be used as per the Bidder's requirement and shall be annexed to this schedule.

Place .....

Signature of the authorized representative of

Date .....

Bidder's Name .....

Designation .....

Company seal .....

ENQUIRY NO: **274R056**

DATED: **23/06/14**

**SCHEDULE OF TECHNICAL DEVIATION**

The following are the deviations / variations exception from the Technical Specifications:-

SL. NO.	CLAUSE NO. OF TECHNICAL SPECIFICATIONS	STATEMENT OF DEVIATION

Incase, this schedule is not submitted, it will be presumed that the equipment / material to be supplied under this contract is deemed to be in compliance with the Technical Specifications.

If there is NIL deviation, even then the format to be filled as NIL DEVIATION.

NOTE: Continuation sheets of like size and format may be used as per the Bidder's requirement and shall be annexed to this schedule.

Place .....

Signature of the authorized representative of

Date .....

Bidder's Name .....

Designation .....

Company seal .....

**BHARAT HEAVY ELECTRICALS LTD.  
TRANSMISSION BUSINESS GROUP - MATERIAL MANAGEMENT**

PROJECT : RATE CONTRACT FOR AL. TUBE (4 & 4.5 INCH)  
ITEM : AL. TUBE (4 & 4.5 INCH)  
ENQUIRY No. : 274R056  
ENQUIRY DATE : 23/06/14

SCHEDULE OF PRICES

Sr. No.	TYPE TEST ALLUMINIUM TUBE (4 & 4.5 INCH) AS PER TECHNICAL SPECIFICATION NO. TB-xxx-316-055	Unit	Qty.	Unit Price (Rs.)	Total Price (Rs.)
		1	2	3	4 (Col. 2x3)
A.1	Ex-Works Price including packing & forwarding Charges of ALLUMINIUM TUBE 4" IPS (SCH 40)	MT	29.07		
A.2	Ex-Works Price including packing & forwarding Charges of ALLUMINIUM TUBE 4" IPS (SCH 80)	MT	269.5		
A.3	Ex-Works Price including packing & forwarding Charges of ALLUMINIUM TUBE 4.5" IPS (SCH 40)	MT	12.84		
A.4	Ex-Works Price including packing & forwarding Charges of ALLUMINIUM TUBE 4.5" IPS (SCH 80)	MT	91.46		
A	<b>TOTAL EX-WORKS PRICE (A.1+A.2+A.3+A.4)</b>				
B	Excise Duty with Cess applicable on "Total Ex-Works Price"	%			
C	CST applicable on "Total Ex-Works Price + ED with Cess" against 'C' Form	%			
D	Freight & Insurance for <b>402.87 MT of Aluminium Tube</b> for 1000 Kms. Distance	MT/KM	402870		
E	Export worthy Packing Charges for 20.15 MT (5% of 402.87) ALLUMINIUM TUBE (4 & 4.5 INCH) AS PER TECHNICAL SPECIFICATION NO. TB-xxx-316-055	MT	20.15		
F	<b>TOTAL PRICE in Rs. (A+B+C+D+E)</b>				
<b>TYPE TEST (OPTIONAL) AS MENTIONED BELOW</b>					
G	Type Test Charges For Corona Inception/Extinction Test for 4 INCH AL. Tube AS PER TECHNICAL SPECIFICATION NO. TB-xxx-316-055 (inclusive of all taxes except service tax)	LOT	1		
H	Type Test Charges For Corona Inception/Extinction Test for 4.5 INCH AL. Tube AS PER TECHNICAL SPECIFICATION NO. TB-xxx-316-055 (inclusive of all taxes except service tax)	LOT	1		
I	Type Test Charges For RIV Test for 4 INCH AL. Tube AS PER TECHNICAL SPECIFICATION NO. TB-xxx-316-055 (inclusive of all taxes except service tax)	LOT	1		
J	Type Test Charges For RIV Test for 4.5 INCH AL. Tube AS PER TECHNICAL SPECIFICATION NO. TB-xxx-316-055 (inclusive of all taxes except service tax)	LOT	1		
K	<b>TOTAL TYPE TEST PRICE in Rs. (G+H+I+J)</b>	LOT	1		
L	Rate of Service Tax applicable for conducting type test (RIV test and Corona Inception/Extinction Test for 4 & 4.5 INCH AL. Tube)	%			
M	<b>TOTAL TYPE TEST PRICE INCLUSIVE OF SERVICE TAX in Rs. (K+L)</b>				

- 1 ED & CST RATE AGAINST "C" FORM SHALL BE QUOTED IN BOTH UNPRICE & PRICE BID.
- 2 VENDOR TO QUOTE FOR ALL THE ITEMS AS SPECIFIED ABOVE. OFFER SHALL BE REJECTED IN CASE ALL THE ITEMS ARE NOT QUOTED.
- 3 COPY OF THE PRICE BID "WITHOUT PRICES" AS PER SCHEDULE OF PRICES ARE TO BE SUBMITTED BEFORE DUE DATE OF OPENING OF THE PRICE BIDS.

SIGNATURE WITH SEAL & DATE OF TENDERER