



New Products – Purchase
Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant
RANIPET – 632 406, Tamil Nadu, India

**Open Tender for CLARIFIED WATER STORAGE STEEL TANK (100 Cu.M capacity) for
OPAL – DAHEJ Project / SEZ**

Enquiry No.: **7740760E/29.09.2014**

Due on: **15.10.2014**

Requirement with Delivery Date

To All Indigenous manufacturers only.

Dear Sir,

Please submit your lowest quotation on FIRM PRICE, in duplicate subject to our terms & conditions in the various annexures attached and herein for the below listed materials so as to reach us on or before the due date by 2.00 p.m.

Requirement with Delivery date:

Sl. No.	Material Code	Item	Unit	Qty.	Delivery Date
1	RWT402440001	DESIGN, ENGINEERING & SUPPLY OF STEEL TANK OF EFFECTIVE CAPACITY 100 C.U.M, AS PER TECH. SPEC.NO. ROS:6113/R.01 & DRG. NO. 1-WT-220-00484 REV.00 AND DRG. NO. 3-WT-220-00495/R.00.	ST	1	31.12.2014
2	RWT402440002	ERECTION & COMMISSIONING OF 100 C.U.M CAPACITY CLARIFIED WATER STORAGE TANK(STEEL) AS PER TECH. SPEC. NO. ROS:6113 /R.00 & DRG. 1-WT-220-00484/R.0AND 3-WT-220-00495/R.00.	ST	1	Within a month after completion of supplies.

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

PLEASE REFER TO :

- 1. PRE-QUALIFICATION REQUIREMENTS (PQR)**
- 2. ANNEXURE-A FOR STANDARD TERMS & CONDITIONS (FOR GUIDANCE TO THE SUPPLIERS),**
- 3. ANNEXURE-B FOR GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION,**
- 4. ANNEXURE-C FOR COMMERCIAL TERMS AND CONDITIONS**
- 5. ANNEXURE-D PRICE BID FORMAT**
- 6. ANNEXURE-E GENERAL POINTS**
- 7. TECHNICAL ENCLOSURES:**

Technical Specification : **ROS 6113 Rev:01**
GAD of Clarified water
Storage tank Drg : **1-WT-220-00484 Rev:00**
Foundation drawing for
Steel Tank : **1-WT-220-00495 Rev:00**



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Important Instruction to Bidders:

- 1. All the items will be procured from a single vendor only on complete set basis. Hence please quote for all items. Incomplete offers will be rejected.**
- 2. Vendors shall go through the “Pre-Qualification Requirement” & furnish Qualification Data sheet duly filled in along with Techno-Commercial offer. Offers received without this requirement will be summarily rejected & such offers will not be processed further.**
- 3. Please note that offers that are satisfying our Pre-Qualifying Requirements, Technically Acceptable & approved by our Customer M/s OPAL/ Dahej & their consultants M/s EIL, will only be considered for Price Bid opening.**
- 4. Depending upon no. of responses against this Open Tender, we will decide on price bid opening or Reverse auction.**
- 5. Suppliers shall take note of the General points given Annexure E.**

- 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 AND NECESSARY ACTION AS DEEMED FIT WILL BE TAKEN BY BHEL ON THOSE VENDORS. HENCE COMPETITIVE OFFER TO BE GIVEN IN THE ORIGINAL QUOTE ITSELF.

IMPORTANT NOTE:

TENDER 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 (NEW PRODUCTS), GROUND FLOOR, ENGINEERING BUILDING, BHARAT HEAVY ELECTRICALS LIMITED, BOILER AUXILIARIES PLANT, INDIRA GANDHI INDUSTRIAL COMPLEX, RANIPET, VELLORE DISTRICT - 632 406, TAMILNADU, INDIA,

- 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 CONTRACT 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 10 %.
- 2E) LD WILL BE A MANDATORY CONDITION IN THE PURCHASE ORDER.
- 3) IF NO 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.



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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 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 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. OFFER/S RECEIVED WITHOUT THESE DOCUMENTS WILL BE TREATED AS NON-MSE AND ORDER FINALIZATION WILL BE DONE BASED ON THIS PREMISE. DOCUMENTS SUBMITTED AFTER BID-OPENING WILL NOT BE CONSIDERED IN THE TENDER.

THIS PROVISION FOR MSE WILL APPLY SUBJECT TO THE CONDITION THAT THE PARTICIPATING MSE MEETS THE 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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**BHEL : BAP : RANIPET  
New Products**

**Open Tender for CLARIFIED WATER STORAGE STEEL TANK (100 Cu M Capacity)  
for OPAL /Dahej /SEZ**

**Enquiry No.: 7740760E / 29.09.2014**

**Due on: 15.10.2014**

**PRE-QUALIFICATION REQUIREMENT**

The Pre-Qualification requirements for Clarified Water Storage Steel Tank are listed below and Vendors shall meet the same:

1. Shall have experience in design, manufacture, supply, erection, commissioning of Water Storage Steel Tank.
2. Clarified Water Storage Steel Tank should be with a capacity of not less than 100 m<sup>3</sup>.
3. Clarified Water Storage Steel Tank (referred by the vendor under Sl. No. 1) should have been in operation for a period of minimum one year after successful commissioning as on 1st September 2014 in power plant or other industries e.g. refinery/steel/process industry , etc..
4. Vendor shall furnish necessary documentary evidence in original / attested copy obtained from the customer as a proof of meeting the qualifying criteria for review by BHEL. The certificate shall contain all required information for the satisfactory performance, such as tank capacity, location of the plant with postal address, date of supply & commissioning, design and actual capacity, etc.,
5. Vendor shall fill up all relevant information of the Clarified Water Storage Steel Tank already executed by them (refer to Sl. No. 1) in the enclosed format (Annexure I) and submit the signed format.



**BHEL : BAP : RANIPET  
New Products**

**Annexure - I  
QUALIFICATION DATA SHEET  
Clarified Water Storage Steel Tank**

***Details of Clarified Water Storage Steel tanks executed earlier***

| <b>Sl.<br/>No.</b> | <b>Customer details<br/>a. Name :<br/>b. Designation :<br/>c. Mobile :<br/>d. Land line :<br/>e. Fax :<br/>f. Email id :<br/>g. Postal address :</b> | <b>Design<br/>Capacity<br/>m<sup>3</sup></b> | <b>Actual<br/>Capacity<br/>m<sup>3</sup></b> | <b>Date of<br/>Supply</b> | <b>Date of<br/>commissioning</b> |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------------|---------------------------|----------------------------------|
|                    |                                                                                                                                                      |                                              |                                              |                           |                                  |
| 01                 |                                                                                                                                                      |                                              |                                              |                           |                                  |
| 02                 |                                                                                                                                                      |                                              |                                              |                           |                                  |
| 03                 |                                                                                                                                                      |                                              |                                              |                           |                                  |
| 04                 |                                                                                                                                                      |                                              |                                              |                           |                                  |
| 05                 |                                                                                                                                                      |                                              |                                              |                           |                                  |

***Signature of the Bidder***



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**ANNEXURE – A**

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

**Open Tender for CLARIFIED WATER STORAGE STEEL TANK (100 Cu.M capacity) for  
OPAL – DAHEJ Project / SEZ**

**Enquiry No.: 7740760E / 29.09.2014**

**Due on: 15.10.2014**

**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 (New Products), Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Indira Gandhi Industrial Complex, Ranipet, Vellore District - 632 406, 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 Un-priced Bid", with Tender Number, Item Name, Tender Due Date & Supplier's Name, shall contain the following:**

**I. Techno-Commercial and Un-priced Bid**

- a) **Qualification Data Sheet – CLARIFIED WATER STORAGE STEEL TANK (100 Cu.M capacity) duly filled in.**
- b) **Complete technical Offer** with details, catalogues, as applicable.
- c) **Filled-in Annexure – C (Commercial Terms & Conditions).**
- d) **Filled-in Annexure – D (Un-priced bid (i.e. Price Bid without the Price but to clearly indicate 'Quoted' or 'Not Quoted' for each item),**
- e) **All relevant enclosures** of above documents / formats, if any.
- f) **BHEL registered Vendors:** Vendors registered with any unit of BHEL, shall give details of their registration along with the category registered for. Such Vendors may be exempted from submitting their annual reports & Clientele list.
- g) **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.
- h) **Indigenous manufacturers only can submit their offer.**
- i) **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.

**Note:**

- (i) The materials offered shall conform to the specification and scope attached in the tender.
- (ii) In case the offered materials are not conforming to the Enquiry material Specification or such that the offered materials do not match the enquiry, such offers would not be considered for evaluation and would be rejected. Where equivalent specifications and materials are offered considering such offers will be at the sole discretion of BHEL. **Wherever alternative standards / specifications are offered by Bidder, the Bidder shall provide sufficient documentary evidence to ensure equivalence to the designated standards / specifications, failing which the offer would be considered as not technically acceptable and hence shall stand rejected.**
- (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,



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failing which the purchaser will not be liable for payment of such taxes and duties. Our **CST REGISTRATION NO. 1141686 AND TIN NUMBER (UNDER TNVAT) 33024364741** with effect from 01-07-2014, 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. Price Bid with Price duly filled-in) in conformance with the commercial terms as per Cover-

**Rates shall be quoted** on enquiry unit on **F.O.R OPAL – DAHEJ** site basis. The Prices shall be indicated in both figures and words. Wherever there is a discrepancy between the figures and the words, the value as indicated by words shall be taken as the “Price” by the Purchaser. Similarly if there is a discrepancy between the Unit Price and the Value on account of arithmetical error in the computation of the Value (Price x Quantity), only the Unit Price would be taken by the Purchaser for consideration. No corrections would be permitted after the submission of the bids. Error statements should be completely erased / struck out and fresh values given in the offer, which should be initialed 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. **(As per the Annexure-C and Annexure-D attached).**
- (ii) **Price Shall be firm and no Price Variation Clause will be entertained and No advance payment will be made by BHEL.**
- (iii) In case, there is a discrepancy in the 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 60 days from the Price Bid opening / Reverse Auction date.**
- (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 initialed and stamped.
- (viii) **Bidders shall quote on FOR destination basis only as indicated in the tender.**



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**ANNEXURE – A**

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

**B. Opening of Offers:**

- a) **Tenders shall be submitted to us on or before the due date by 14.00 Hours 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 Hours 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
- 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 may 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-B for General Terms and Conditions of Reverse Auction).**

**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). **All suppliers shall give specific acceptance for this clause along with the Techno-Commercial offer.** If BHEL decides to open the price bid in conventional sealed bid opening mode, **Bidders would not be allowed to revise their prices due to change in mode of price bid opening.**
- (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.



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

**C. Evaluation of Offers:**

- a) The price bids 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 - C & D**) 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 are liable to be rejected / not considered. For evaluation, such conditions would be removed and only the base offer would be considered for evaluation and comparison.
- d) **Offer will be evaluated on final landed cost to BHEL at the destination basis.**
- e) In the event of any change in scope / quantity arising out of the discussions, offerers would be given a chance to submit their revised offer. The revised offer shall contain only the price addition / deletion for such change in the scope / quantities, on the original price quoted. The original price quoted shall not be changed by bidders on account of the technical discussions.
- f) BHEL reserves the right to reject without assigning any reasons / load any offer with factors other than already specified for such offers having deviations to BHEL Specifications, Standard Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.
- g) 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.
- h) 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.
- i) 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
- j) If so required by BHEL, Supplier may have to share their cost data / costing sheet with BHEL.

**D. Execution of the Order:**

- a) BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s but this does not absolve the Supplier from giving the specifications as agreed upon.
- b) Inspection call for carrying out the inspection shall be given 45 days before the scheduled contract delivery date. BHEL requires clear 30 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 suppliers.



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- f) Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account, but other Inspection Charges, if any shall be to the account of the Seller only.
- g) The supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal transport by rail / road.
- 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) Documents specified for payment in the Purchase Order shall be sent directly to BHEL.
- j) **Materials shall be dispatched only after getting the dispatch clearance from BHEL** (Dispatch clearance would either be faxed / e-mailed as a scanned document / couriered.) and
- k) The standard acceptable mode of payment for the materials is “Direct in 45 days after receipt and acceptance of materials at our end”. Please refer Annexure – C for details.
- l) Wherever applicable, necessary Tax Deduction at Source (TDS) would be issued.
- m) The Guarantee period shall start from the “Date of receipt and acceptance of the materials at destinations given in the enquiry”.
- n) 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.

**E. Termination of Enquiry / Orders:**

- a) BHEL reserves the right to cancel any enquiry before opening of the tender, without assigning any reason.
- b) BHEL reserves the right to cancel any 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. Any delay in getting the Export License cannot be quoted as an excuse for delayed delivery. BHEL reserves the right to cancel the order without any monetary or legal obligations, in case of delay in this regard and
- 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 despatch.

**F. Documents to be sent directly to the Purchaser prior to despatch:**

- 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.



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**G. Conditions for transportation:**

- a) Suppliers shall dispatch the materials, freight prepaid, on door-delivery basis (FOR Destination – Destination: OPAL, DAHEJ, GUJARAT) preferably through any one of the approved carriers of BHEL and
- b) In case of consignments where individual items as per Purchase Order are listed in the packing list / Invoice, the price and values for each and every item should be indicated.

**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. Before opening the Price Bid, based on the commercial bids received, BHEL shall fix a reasonable delivery period, which would be generally the modal value of the deliveries quoted by the tenderers in the Bid. Bidders, who at the time of tender opening (Opening of Commercial Bids) have quoted for a delivery higher than the delivery required by BHEL, would have to accept the delivery period advised by BHEL. Such of those suppliers, who quote for higher than this delivery would be loaded with a factor of 1/2% per week, subject to a maximum of 4%. Such of those Suppliers whose offer is more than 8 weeks of the delivery specified by BHEL would not be considered further in the tender, and their Price Bid would not be considered.

**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 10%. 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 supplier's 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, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above. Offers which do not accept for any LD would stand rejected.

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

**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



**New Products – Purchase**  
**Bharat Heavy Electricals Limited**  
Boiler Auxiliaries Plant  
RANIPET – 632 406, Tamil Nadu, India

**ANNEXURE – A**

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

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). This remedy would be in addition to the invoking of the CEBG on grounds of failure of the Supplier in executing the Contract and any other legal remedies."

**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–New Products, e-mail ID: [nrajendran@bhelrpt.co.in](mailto:nrajendran@bhelrpt.co.in) and AGM / New Products, email ID [djohn@bhelrpt.co.in](mailto:djohn@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.

*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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New Products – Purchase
Bharat Heavy Electricals Limited
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ANNEXURE – B
GENERAL TERMS & CONDITIONS OF REVERSE AUCTION

Open Tender for CLARIFIED WATER STORAGE STEEL TANK (100 Cu.M capacity) for
OPAL – DAHEJ Project / SEZ

Enquiry No.: 7740760E /29.09.2014

Due on: 15.10.2014

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 / email 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 / email 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.

Bidders would then given an opportunity to submit their reduction impact price bid if any, in sealed cover, which would be considered together with the price bids submitted along with the original/technical offer and other impact price bids if any arising out of changes in the technical scope. In case tenderers choose not to offer any reduction impact, then they would have to submit a statement to that effect, also in a sealed cover for opening along with price bid/s.



New Products – Purchase Bharat Heavy Electricals Limited

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ANNEXURE – C COMMERCIAL TERMS & CONDITIONS

Open Tender for CLARIFIED WATER STORAGE STEEL TANK (100 Cu.M capacity) for OPAL – DAHEJ Project/SEZ

Enquiry No.: 7740760E/29.09.2014

Due on: 15.10.2014

| Sl. No. | DESCRIPTION | BHEL (PURCHASER) REQUIREMENT | VENDOR (SELLER) CONFIRMATION |
|----------|---|---|------------------------------|
| I | <u>Technical</u> | | |
| 01 | SCOPE OF SUPPLY, ERECTION, COMMISSIONING & HANDING OVER | Please confirm the Scope of Supply of "CLARIFIED WATER STORAGE STEEL TANK (100 Cu.M CAPACITY) WITH DESIGN, ENGINEERING, FABRICATION, ASSEMBLY, INSPECTION" as per Specification No.
1) ROS:6113 Rev: 00 DATED 03.01.2014 - TECHNICAL SPECIFICATION &
2) 1-WT-220-00376 REV:00,
3) 3-WT-220-00495 REV:00 - DRAWING
Attached by signing & returning a copy of the same. | |
| 02 | SPECIFICATION | Please confirm Clause wise / Point wise "IN TOTO" for all specifications and submit along with offer. | |
| 03 | COMMISSIONING SPARES | Confirm that commissioning spares will be supplied as per CL 12.1 of ROS 6113 along with main supply without additional cost. | |
| 04 | DATA SHEETS / DRAWINGS | Filled Data Sheets and Drawings are to be submitted along with offer. (if applicable) | |
| 05 | QUALITY ASSURANCE PLAN (QAP) | To confirm applicable QAP will be followed. (OR) Supplier's Quality Plan to be submitted for our review and approval within 30 days from the date of Letter of Intent (LOI). | |
| 06 | SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR) | Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted). | |
| 07 | ERECTION, COMMISSIONING, PG TEST & HANDING OVER | Please confirm the completion of ERECTION, COMMISSIONING, PG TEST & HANDING OVER of steel Tank as per as per Specification No.
1) ROS:6113 Rev: 00 DATED 03.01.2014 - TECHNICAL SPECIFICATION &
2) 1-WT-220-00376 REV: 00 – GAD of Clarified water storage tank &
3) 3-WT-220-00495 REV: 00 – Foundation drawing for steel Tank. | |



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RANIPET – 632 406, Tamil Nadu, India

ANNEXURE – C COMMERCIAL TERMS & CONDITIONS

| II | <u>Commercial Terms & Conditions</u> | | |
|-----------|---|--|--|
| 01 | PRICE | Please confirm 'Firm Price' till completion of order | |
| 02 | UNPRICED BID (PART-1) | Please confirm submission of ' Un-priced bid ' in the price bid format attached duly signed. Please submit the 'Price Bid' format attached by filling all information by writing ' Quoted ' in the ' Rate ' and ' Value ' columns. (Please note that incomplete offer will not be considered for evaluation and hence quote for entire requirement). | |
| 03 | PRICED BID (PART-2) | Please confirm submission of ' Priced bid ' in the price bid format attached Duly signed. Please submit the ' Price Bid ' format attached by filling all information by writing the value in the ' Rate ' and ' Value ' columns in a separate cover. (Please note that all the items will be compared on SET basis and order will be placed on a Single Vendor who is the lowest (L1) on set basis). | |
| 04 | DELIVERY TERMS & PRICE BASIS | Please confirm for FOR - Destination (OPAL - DAHEJ, GUJARAT) basis.

Unloading the Material at site is under BHEL Scope.

Transfer of Material to the respective location in site, is under Vendor's Scope. | |
| 05 | CONSIGNEE ADDRESS | Please confirm supply to the following consignee address in the event of Order.

THE CONSTRUCTION MANAGER,
BHEL-RANIPET SITE STORES,
M/s. ONGC PETRO ADDITIONS LTD.,(OPAL),
OPAL - RAW WATER TREATMENT PLANT,
DAHEJ PETROCHEMICAL COMPLEX,
DAHEJ, GUJARAT - 392130

On account of M/s BHEL, BAP, Ranipet - 632 406 | |
| 06 | ORIGIN OF DESPATCH OF CONSIGNMENT | Please indicate clearly the origin of despatch of various consignments duly indicating whether interstate or intrastate based on the consignee address above. Origin of despatch should not be subjected to change during execution of contract. | |
| 07 | PACKING & FORWARDING | Please confirm inclusion of Packing & Forwarding Charges in the quoted price. | |
| 08 | FREIGHT & INSURANCE | Please confirm inclusion of Freight & Insurance Charges towards this in the quoted price. | |

Important Note (1) for ED at Sl. No. 9 and VAT / ST at Sl. No. 10: The requirement is for SEZ Project, hence necessary ED / VAT / ST (CST) Exemptions are to be availed by the Vendor. BHEL will provide the necessary documents towards SEZ Project. (Vendor to confirm availing of ED / VAT / ST (CST) Exemptions). In order to get the documents towards this from authority concerned by BHEL to match the delivery period, vendor has to provide their despatch place details and sub-vendor details if any in their offer itself.



New Products – Purchase Bharat Heavy Electricals Limited

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ANNEXURE – C COMMERCIAL TERMS & CONDITIONS

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| 09 | EXCISE DUTY IN %
(For Supply) | Please indicate Applicable or Not Applicable | |
| | | If applicable, please indicate the exact percentage applicable as on the date of submission of offer and also indicate whether the same is payable extra by BHEL or not. | |
| | | Please note that as indicated in Imported Note (1), Excise Duty Exemption is applicable for supplies to SEZ to be availed by you based on the ARE-1 prepared by you or by your sub-vendor. BHEL will not issue any other certificate / forms in this regard. However, BHEL will arrange for certification of ARE-1 (by you / your sub-vendor) by Customs Authorities at OPAL Dahej SEZ. Please confirm your acceptance for the same. | |
| 10 | VAT / SALES TAX IN %
(For Supply) | Please clearly indicate the CST and VAT implication in the offer itself.
Please note the following. | |
| | | <u>1. Supplies from Seller's Works to Customer Site at OPaL Dahej SEZ.</u> | |
| | | A) If Inter-state, CST is applicable under Section 6(2) of CST Act (Sale in transit E-I / E-II Sale), Seller to provide E-I form to BHEL and BHEL will re-imbure the applicable CST against Form-C to Seller. | |
| | | B) If Intra-state i.e. supplies from your works located within the State of Gujarat to OPaL Dahej SEZ, VAT will be payable extra. Please confirm. | |
| 11 | SERVICE TAX
(For Services at Sl. No. 002) | <u>2.Supplies from Seller's Sub-Vendor's Works to Customer Site</u> | |
| | | A) If Inter-state, CST is exempted under Section 6(2) of CST Act (Sale in transit E-I / E-II Sale), Seller to provide E-II form to BHEL and BHEL will provide Form-C to Seller and will not re-imbure CST. | |
| | | B) If Intra-state i.e. supplies from your sub-vendor works located within the State of Gujarat to OPaL Dahej SEZ, VAT will be payable extra. Please confirm. | |
| | | Please confirm your acceptance for the Important Note (1) | |
| | | Please indicate the present applicable 'Service Tax' percentage for Seller Services. Please confirm / clearly indicate that the value on which the Service Tax is applicable in the Priced 'Price Bid'. | |



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ANNEXURE – C
COMMERCIAL TERMS & CONDITIONS

| | | | |
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| 12 | OCTROI | Vendor price shall include octroi, as F.O.R
Destination prices are quoted. As destination detail is given, vendor has to ascertain the applicability of octroi, if any. | |
| 13 | PAYMENT TERM FOR SUPPLY | <p>PAYMENT TERMS FOR SUPPLY</p> <p>Please confirm the payment term as detailed below.</p> <p>1) 30% of the basic price of the contract value upon approval of design documents & drawings including complete details of Bill of Quantities (BOQs) by BHEL Engineer and on supply of raw material (steel plates) for the tanks.</p> <p>2) 50% of basic price of the contract value with 100% duties & taxes applicable on entire construction of Tank including roof, staircase, frontal pipes, valves etc. and completion of hydraulic test on certification by BHEL Site Engineer.</p> <p>3) 10% of the basic price of the contract value on completion on cleaning, Internal and External painting and handing over of tank based on certification by BHEL Site Engineer.</p> <p>4) Balance 10% of the basic price of the contract value against submission of BANK GUARANTEE for guarantee period and submission of Commissioning Report.</p> <p>All payments will be made within 90 days from the date of receipt of complete documents to Non-MSME vendor & within 45 days from the date of receipt of complete documents to MSME vendor.</p> | |



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ANNEXURE – C
COMMERCIAL TERMS & CONDITIONS

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| 14 | SUPPLY DELIVERY PERIOD
(Enquiry SI No:01) | <p>Please confirm the supply delivery completion as follows:
Delivery by 31.12.2014 or 8 weeks from the date of LOI whichever is later.</p> <p>Drawings should be submitted within 10 days from the date of LOI for BHEL approval.</p> <p>Vendor can also quote improved Delivery date if any. Please clearly indicate the delivery period in weeks / months from the date of LOI.</p> <p>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. Before opening the Price Bid, based on the commercial bids received, if required, BHEL shall fix a reasonable delivery period, which would be generally the modal value of the deliveries quoted by the tenderers in the Bid. Bidders, who at the time of tender opening (Opening of Commercial Bids) have quoted for a delivery higher than the delivery required by BHEL, would have to accept the delivery period advised by BHEL. Such of those suppliers, who quote for higher than this delivery (i.e. do not meet BHEL delivery requirement) would not be considered for Price Bid Opening.</p> <p>NOTE: Delivery period shall be reckoned till receipt of materials at site. For LD purpose, Dt. of site receipt of materials will only be considered.</p> |
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ANNEXURE – C
COMMERCIAL TERMS & CONDITIONS

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| 15 | PAYMENT TERM FOR ERECTION, COMMISSIONING & HANDING OVER (Enquiry SI No:02) | <p>Please confirm the payment term as detailed below.</p> <p>1) 80% of the base price of the contract value on entire construction of Tank including Roof, Staircase, Frontal Pipes, Valves etc. and Hydraulic Test Completion on certification by BHEL Site Engineer.</p> <p>2) 10% of the base price of the contract value with 100% duties & taxes applicable on successful commissioning of the complete tank on certification by BHEL Site Engineer.</p> <p>3) Balance 10% of the base price of the contract value against submission of BANK GUARANTEE for guarantee period and submission of Commissioning Report and handing Over to End Customer.</p> <p>All payments will be made within 90 days from the date of receipt of complete documents to Non-MSME vendor & within 45 days from the date of receipt of complete documents to MSME vendor.</p> | |
| 16 | ERECTION, COMMISSIONING & HANDING OVER PERIOD | Please confirm the completion of ERECTION, COMMISSIONING & HANDING OVER PERIOD. Vendor clearly indicate E&C period in weeks / months after Supply / Readiness of Site. | |
| 17 | LIQUIDATED DAMAGES (LD) | <p>Please confirm “LD for delayed delivery of Equipment @ 0.5% per week for the delayed period subject to a maximum of 10% of the order value.”</p> <p>Please confirm “LD for Performance of Equipment i.e. Failure to attain the functional guarantee of the system” subject to a maximum of 10% of the order value.”</p> <p>Total liability towards LD (both delayed delivery & performance) shall be limited to 10% of the order value.”</p> | |
| 18 | OFFER VALIDITY | Please confirm Offer Validity for a minimum period of 60 days from the date of price bid opening. | |
| 19 | INSPECTION BEFORE DESPATCH | Please confirm for ‘Inspection of all the Items by BHEL Engineers / BHEL Authorized Engineer and Customer / Consultant Engineer either jointly or individually before the dispatch of the item at vendor works. Please note that no payment will be made by BHEL towards inspection. | |
| 20 | TEST CERTIFICATE (TC) | Please confirm that required TC will be provided at 'No Extra Cost'. | |
| 21 | GUARANTEE CERTIFICATE (GC) (Period: 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier). | Please confirm furnishing of GC as per BHEL Format valid for 12 months from the date of commissioning or 18 months from the date of last supply whichever is earlier. | |



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ANNEXURE – C COMMERCIAL TERMS & CONDITIONS

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| 22 | BANK GUARANTEE (BG)
TOWARDS PERFORMANCE
(10% OF ORDER VALUE) | Please confirm BG submission in BHEL format for 10% of the Total PO Value valid for 12 months from the date of commissioning of the system or 18 months from the last despatch date with a claim period of 3 months. | |
| 22 | REVERSE AUCTION | Please see the Clause in the main enquiry regarding Reverse Auction (RA). RA will be conducted through our Service Provider. Vendor to confirm acceptance.

Please note that in case BHEL decides not to conduct RA, the sealed price bids along with the impact price bids arising out of techno-commercial discussions already available with BHEL only will be opened. Please note that no impact price due to non-conductance of RA will be accepted. Vendor to confirm acceptance. | |
| 23 | RISK PURCHASE CLAUSE | BHEL's Standard Risk Purchase clause will be applicable. Please confirm. | |
| 24 | ZERO DATE
(CONTRACT EFFECTIVE DATE) | Zero date is 'Date of LOI'. | |
| 25 | LOADING CRITERIA | Please note that no Commercial deviation is acceptable to BHEL. In case any deviation is taken in any of the commercial terms such as LD, PBG, etc wherein we have specified the percentage, then loading will be done to the extent of the short fall with respect to the upper Limit specified for evaluation.
In respect of LD offers which do not accept for LD Clause would be summarily rejected - Please Confirm. | |
| 26 | NEGOTIATION | In the event of negotiation if any, please confirm participation only by supplier's representative and not by their Agent. | |
| 27 | ERECTION MANUAL
(INSTALLATION
INSTRUCTIONS) | Please confirm for providing of 'comprehensive Erection Manual covering the entire supply which include bought-outs' 6 sets in Hard copy & one CD form. | |
| 28 | O & M MANUAL | Please confirm for providing of 'comprehensive O&M Manual covering the entire System' 6 sets in Hard copy & one CD form. | |
| 29 | PLEASE PROVIDE THE
STATUTORY DETAILS: | CST No. :
TIN :
Tariff No. : | |



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ANNEXURE – C
COMMERCIAL TERMS & CONDITIONS

| | | | |
|----|--|--|--|
| 30 | CONTACT PERSON'S DETAILS FOR CORRESPONDENCE | <p><u>Technical Terms:</u>
Name:
Designation:
Phone No.:
Mobile No.:
Fax No.:
E-mail ID:</p> <p><u>Commercial Terms:</u>
Name:
Designation:
Phone No.:
Mobile No.:
Fax No.:
E-mail ID:</p> | |
| 31 | <p>We have not taken cognizance of commercial terms mentioned anywhere in your offer.</p> <p>Commercial terms and conditions indicated in this Annexure – C will only be applicable and binding.</p> | Acceptance Required | |

IMPORTANT NOTE

1. Vendor to clearly specify the following in their offer.
 - a. List of raw materials involved for the Steel Tank.
 - b. Duties & Taxes (Excise Duty, Sales Tax / CST / VAT, Service Tax, Works Contract Tax) and other Levies if any applicable for various supply and services involved in this job duly indicating the break-up values on which these are applicable and the current rates applicable.
3. Vendor to provide complete BOQs on order.

Signature & Seal of Supplier



**Open Tender for CLARIFIED WATER STORAGE TANK
(100 Cu.M CAPACITY)
FOR OPAL / DAHEJ / SEZ
Enquiry No. 7740760E Dated 29.09.2014: Due Date 15.10.2014**

**Annexure -D
Price Bid Format**

PRICE OFFERS FOR (SUPPLY)

| Enquiry Sl. No. | Material Code | Description | Unit | Qty. | Rate in Rs. | Amount in Rs. |
|--|---------------|---|------|------|-------------|---------------|
| 0001 | RWT402440001 | DESIGN, ENGINEERING & SUPPLY OF STEEL TANK OF EFFECTIVE CAPACITY 100 CU.M, AS PER TECH. SPEC.NO. ROS:6113/R.01 & DRG. NO. 1-WT-220-00484 REV.00 AND DRG. NO. 3-WT-220-00495/R.00. | 1.00 | Set | | |
| Total Price (Total of Sl. No. 0001) | | | | | | |

OFFER FOR (SERVICES)

| | | | | | | |
|--|--------------|--|------|-----|--|--|
| 0002 | RWT402440002 | ERECTION & COMMISSIONING OF 100 CU.M CAPACITY CLARIFIED WATER STORAGE TANK(STEEL) AS PER TECH. SPEC. NO. ROS:6113 /R.00 & DRG. 1-WT-220-00484/R.0 AND 3-WT-220-00495/R.00. | 1.00 | Set | | |
| Total Price (Total of Sl. No. 0002) | | | | | | |

IMPORTANT NOTES

1. All the Items are to be inspected by BHEL Engineers / BHEL Authorized Engineer and Customer / Consultant Engineer either jointly or individually as per approved QAP.
2. Vendor to clearly specify the following in their offer.
 - a. List of raw materials involved for the Steel Tank.
 - b. Duties & Taxes (Excise Duty, Sales Tax / CST / VAT, Service Tax, Works Contract Tax) and other Levies if any applicable for various supply and services involved in this job duly indicating the break-up values on which these are applicable and the current rates applicable.
- 3) Please confirm the supply completion As per Annexure - A Point no. Sl. No. II (14) of Commercial Terms & Conditions.
- 4) Vendor can also quote improved delivery date if any from the date of LOI.

Signature & Seal of Offerer

Open Tender For Clarified Water Storage Steel Tank– 100 m³ capacity for OPAL / Dahej/SEZ

Enq No: 7740760E / 29.09.2014

Due On : 15.10.2014

Annexure- E

General points

1. All the civil foundations are ready for Clarified Water Storage Steel Tank– 100 m³ capacity. Bidders have to offer their equipment, matching the existing foundations without any modification. All the foundation drawings are enclosed with the tender and are part of the tender.
2. Diameter of the clarified Water Storage Steel Tank is fixed, vendor to decide the exact height of the tank considering the tank free board.
3. Bidders may visit the project site (OPAL, Dahej, SEZ, Gujarat) for assessing the actual site condition for their working.
4. This is a short term tender and time is very critical. Bidders are requested to submit the offer before the due date and time extension may not be given.
5. Technical offers of all the bidders will be opened & evaluated. Price bid of those technically acceptable bidders will be opened subject to the approval of M/s EIL /OPAL.
6. Suppliers, who are banned by any unit of BHEL , or, whose orders have been cancelled on account of their failure to supply, are not eligible to participate in the tender. If any offers are received from such firms, the offer will not be opened. Also, in case, the offers are opened and if it comes to our knowledge at a later date, such offers attract disqualification on the above grounds. Such offers will be rejected immediately on the information coming to our notice.
7. The required power supply and water will be provided free of charge by BHEL at one point. All other requirements are to be taken care of by the vendor.
8. Unloading & storage of materials in BHEL store is in BHEL scope. Further material drawing from store & shifting to site and custody of the materials during fabrication are in bidder scope only.

SPECIFICATION DEVIATION DISPOSITION REPORT

| | | | |
|--|--------|---|---------------------|
| Enq.No & Date | | Enquiry No. 7740760E Dated 29.09.2014 Due Date:15.10.2014 | Vendor Name |
| SPECN
1) ROS:6113 Rev: 01 DATED 24.09.2014 &
2) 1-WT-220-00376 REV:00 & 3-WT-220-00495/R.00. DRAWING | | CLARIFIED WATER STORAGE TANK (100 Cu.M CAPACITY)
FOR OPAL RAW WATER FILTRATION PLANT
96 MLD PROJECT | |
| Page | Clause | Details Of Deviation With Reason | Disposition By BHEL |
| | | | |
| Signature Of Vendor | | | Reviewed By |
| " AGREED DEVIATION " | | | APPROVED BY |
| if any to be incorporated in the PO in the event of order. | | | |

Date :

VENDOR's SIGNATURE WITH SEAL