



An ISO 9001  
Company

## Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

MATERIALS MANAGEMENT

<b>TITLE</b> <b>PLAIN ALUMINIUM SHEETS AS PER IS:737</b> <b>/ 19000H2</b>	Phone: +91 <b>431 257 7617/2577074</b> Fax : <b>+91 431 252 0719</b> Email : <b>sgnm@bheltry.co.in</b>
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	<b>Reference Number:</b> <b>Enquiry 1801200883</b>	<b>Enquiry Date:</b> <b>02.07.2012</b>	<b>Due date for submission of</b> <b>quotation: 05.08.2012</b>
You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order			

**BHEL/Trichy is looking for empanelment of new vendors for supply of "Plain Aluminium Sheets as per IS:737/19000H2"**

BHEL commercial terms & conditions with Price Bid formats and all annexure can be downloaded from BHEL web site <a href="http://www.bhel.com">http://www.bhel.com</a> or from the Government tender website <a href="http://tenders.gov.in">http://tenders.gov.in</a> (public sector units) Bharath Heavy Electricals Limited) under enquiry reference "XXXXXXXXXX "	
Tenders should reach us before 14:00 hours on the due date Technical bid will be opened at 14:30 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present.	Yours faithfully, For <b>Bharath Heavy Electricals Limited</b>  <b>DGM / MM</b>

Requirement of Plain Aluminium Sheet / BHEL , Trichy.				Date : 11.06.2012			
No.	Project Name	Proj. Code	0.711MM	0.914 MM	1.2 MM	1.6 MM	Grand Total
1	Sambalpur 5 & 6	0176 & 0177	0.00	81351.86	1958.4	0.00	83310.26
<b>2</b>	<b>*Barh -Unit -2</b>	<b>1701</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5184.00</b>	<b>5184.00</b>
<b>3</b>	<b>*Amaravathi 2 - 5</b>	<b>1221 - 1224</b>	<b>167208.96</b>	<b>0.00</b>	<b>9530.88</b>	<b>0.00</b>	<b>176739.84</b>
<b>4</b>	<b>*Nasik - 1 - 5</b>	<b>1225 - 1229</b>	<b>209011.20</b>	<b>0.00</b>	<b>11913.60</b>	<b>0.00</b>	<b>220924.80</b>
5	New Parli - 3	1215	38342.40	4474.80	2284.80	0.00	45102.00
6	Mahan 5 & 6	0164 - 0166	0.00	94022.45	0.00	0.00	94022.45
<b>7</b>	<b>*Vallur - 3</b>	<b>0677</b>	<b>0.00</b>	<b>84474.28</b>	<b>5124.48</b>	<b>47476.80</b>	<b>137075.56</b>
8	Nabi Nagar - 1 - 4	1200	0.00	191869.48	8616.96	96163.20	296649.64
9	Nabi Nagar ( Aux )	498	0.00	2063.38	489.60	0.00	2552.98
10	OP Jindal 1 - 4	1604 - 1607	25689.60	378766.96	16006.66	0.00	420463.22
<b>11</b>	<b>*Krishnapat - 1 &amp; 2</b>	<b>1800 &amp; 1802</b>	<b>0.00</b>	<b>267965.94</b>	<b>0.00</b>	<b>10368.00</b>	<b>278333.94</b>
12	Baradarha -1 & 2	1615 & 1616	16396.80	192018.64	8003.33	0.00	216418.77
13	JPL Seoni	1614	0.00	108315.02	4014.72	0.00	112329.74
14	Vizag 1 & 2	0678 & 0679	0.00	198929.72	0.00	6912.00	205841.72
15	Mon Angul 1 & 2	0675 & 0676	0.00	7556.00	5222.00	0.00	12778.00
16	Muzaffarpur - 1 - 2	1234 & 1235	0.00	84822.32	3949.44	39528.00	128299.76
17	Sur Raichur 1 - 2	1236 & 1237	17241.60	72616.00	1958.40	0.00	91816.00
<b>18</b>	<b>*Prayagraj ( 1 - 3)</b>	<b>1702 - 1704</b>	<b>0.00</b>	<b>259016.34</b>		<b>34992.00</b>	<b>294008.34</b>
<b>19</b>	<b>Prayagraj ( Aux )</b>	<b>1409</b>	<b>0.00</b>	<b>2063.38</b>	<b>489.60</b>	<b>0.00</b>	<b>2552.98</b>
20	Durgapur 8	1233	41894.40		2284.80	0.00	44179.20
21	Tuticorin 1 & 2	0673 & 0674	16473.60	175859.64	7246.08	0.00	199579.32
22	Kakatiya - 2	1608	8284.80	89520.86	4001.66	0.00	101807.32
23	Sikka 3 & 4	0395 & 0396	17414.40	75837.92	0.00	0.00	93252.32
24	Tishreen Syria-2	1209	0.00	35636.81	3672.00	0.00	39308.81
23	Other Projects		0.00	57929.30	14120.07	10368.00	82417.37
							3384948.34
	Total		557957.76	2465111.10	110887.48	250992.00	3384948.34
* Mega Power Projects / ED Exemption certificate will be furnished by BHEL							

Material : Plain Aluminium Sheet		
No	Special terms and Conditions	Vendor's Confirmation
1	Offer to be submitted in Two - Part bid, i.e. Technical offer with commercial terms and conditions in one envelop and Price bid in another envelop duly sealed..	
2	Price may be finalised thro' " On-Line Reverse Auction Process" using internet. Pls. confirm your acceptance.	
3	Validity of your price should be 60 days from the date of Price bid opening/ Reverse Auction	
4	Tender will be finalized on the basis of project wise "Total cost up to FOR Site/ BHEL Store "	
5	In case of " Mega Power Projects International Competitive Bidding" payment of E D is exempted. Necessary documents will be furnished by BHEL. Vendor may quote their rates for A) With PAC and B) "Without PAC" options.	
6	Ordering will be in the ratio of 60 : 25 : 15 subject to acceptance of L1 rate by L2 & L3 tenderer OR @ 60:40 in case only 2 or 3 are qualified. The Po qty will be restricted to 3 months capacity sporable to BHEL.	
7	Material should be confirming to IS 737/ 19000 H2. If the vendor is not confirming to our technical specifications ,their offer will not be evaluted further	
8	Lowest prices received against BHEL tenders need not be technically acceptable one and in that case BHEL reserves the right not to consider the same.	
9	BHEL reserves the right to negotiate or refloat the tender opened , if L1 price is not the lowest acceptable price to them inter-alia other reasons. Also, BHEL reserves right to increase or decrease the tender quantity.	
10	PACKING - Matl shall be packed in either cases or crates ,on project-wise requirement as per the details to be indicated in P O . The matl shall be wrapped with corrugated kraft paper and then with polythene lined gunny bag cloth followed by hoop iron strappings.	
11	Identification: 2 metal tags shall be provided on both sides of the case securely tied with S.S. wire. The tag shall contain following information written in paint (a) PO No, (b) PO slno (c) specification (d) size (e) package or batch no (f) Net wt kgs (f) Gross wt kgs etc.	
12	Pointwise confirmation to enquiry conditions are to be submitted with technical offer	
13	Vendor should submit their offer for all the sizes indicated in the enquiry for each project. Otherwise their offer will be rejected for the project.	
14	Minimum delivery period required for despatch of material with quantity is to be indicated.	
15	Inspection by BHEL or BHEL nominated agency ( M/s Intertek ) shall be carried out at vendor's works prior to despatch.	
16	Tolerance will be ( - ) 5% and ( + ) 0% for each size of material for each project by weight.	
17	All bidders shall submit integrity pact as per BHEL format attached as annexure. Offer will be considered only after signing and submitting the Integrity pact. Otherwise offer will be rejected. Also. "Independent External Monitor" is employed whose details are given elsewhere.	

**ANNEXURE - B**

Commercial Terms and Conditions for Enquiry no:  
( Indigenous Vendors )

SL NO	CONDITIONS	BHEL TERMS	Vendor confirmation
1	Delivery Terms	Ex-Works Basis	
2	Delivery period	As per BHEL project requirement	
3	ED	Vendor to quote	
4	CST / VAT	Vendor to quote	
5	Service Tax	Vendor to quote	
		If delivery of material is from morethan one works, pls. indicate the same for deciding the applicale Tax	
6	Freight	BHEL Scope	
7	Insurance	by BHEL	
8	LD	Delay in dispatches shall attract a penalty of Liquidated damages (LD) @ 0.5% per week, subject to maximum of 15%	
9	Risk Purchase	Applicable	
10	Payment terms	100% payment will be made in 45 days from the date of receipt of material at site with 10% PBG.or 90% payment will be made after despatch and balance 10% on receipt of material at site..	
11	Validity	60 days from the date of Price-Bid opening / Reverse Auction	
12	Firm Price	Firm Price	
13	PVC	Not Applicable	
14	Packing Forwarding	Vendor Scope	
15	Guarantee/Warranty	12 months from the date of receipt of the material at site or Eighteen months from the date of dispatch.	

**ANNEXURE - B**

Commercial Terms and Conditions for Enquiry no:  
( Import Vendors )

SL NO	CONDITIONS	BHEL TERMS	Vendor confirmation
1	Delivery Terms	C I F / Chennai	
2	Delivery period	As per BHEL project requirement	
3	Freight	BHEL Scope ( from Chennai to project site )	
4	Insurance	BHEL Scope ( from Chennai to project site )	
5	LD	Delay in dispatches shall attract a penalty of Liquidated damages (LD) @ 0.5% per week, subject to maximum of 10%	
6	Risk Purchase	Applicable	
7	PBG	Not Applicable	
8	Payment terms	100% payment will be made in 45 days from the date of receipt of material at site. However , we can accept usance L c with 45 days interest free credit only in case of import vendors . Suitable loading will be done for the other payments	
9	Validity	60 days from the date of Price-Bid opening / Reverse Auction	
10	Firm Price	Firm Price	
11	PVC	Not Applicable	
12	Packing Forwarding	Vendor Scope	
13	Guarantee/Warranty	12 months from the date of receipt of the material at site or Eighteen months from the date of dispatch.	

## **INTEGRITY PACT**

### **Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

### **and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for

\_\_\_\_\_  
\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## **Section 1 – Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

### **Section 4 – Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

### **Section 5 – Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors**

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

## **Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section 8 –Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

### **Section 10 – Other Provisions**

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

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For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Ref : FB:MM/SD:PCASH/11

**SPECIAL CONDITIONS**

1. This tender is for the supply of Plain Aluminium sheets as per IS:737/19000H2 and size and quantities mentioned in Annexure – 1 attached to this enquiry.
2. The vendor shall have adequate experience as per supplier registration form in manufacturing and supply of Plain Aluminium sheets.
3. Vendor shall indicate in their offer clearly the monthly tonnage that can be spared against this requirement and also their total manufacturing capacity in MT / Month. Vendor also have to send an intergrity pact as per format enclosed as annexure.
4. The tender shall be in two parts. One part consisting of commercial and technical conditions and other with price details. Techno-commercial bid and price bid are to be submitted in separate sealed covers. In addition to technical and commercial conditions, vendors who are not registered vendor of BHEL Trichy, have to submit the filled in “supplier registration Forms” along with the technical bid. ***The new vendors may download vendor registration forms from BHEL web site in [www.bhel.com](http://www.bhel.com) and submit all relevant data for formal registration.*** Based on this and other conditions, as well as capacity and capability, vendors will be short-listed. Both these covers are to be put in a single cover duly super scribing the Enquiry Number. The technical and commercial bid will be opened on the due date and based on the acceptance of techno-commercial bid and vendor evaluation, the price bid/RA of the qualified vendors will be opened on a suitable date with due intimation

Following will be the criteria for vendors to qualify:

- a) Vendor should have been approved by BHEL / Trichy for this item.  
(OR)
- b) Vendor should submit the following documents for considering them as an approved vendor:
  - i. Duly filled-in supplier registration forms
  - ii. Availability of minimum manufacturing, handling, testing and measuring facilities as detailed in the Supplier Registration Form
  - iii. BHEL will have the right for spot assessment of the facilities for assessment.
  - iv. Qualifying to our techno commercial requirements of the enquiry.

- v. Should have manufactured and supplied minimum 500MT /Month over the last one year. Copies of PO for major orders executed (preferably with end user certificate) shall be submitted.
5. BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer (up to L3) and place orders accordingly as per pt.(6) of special terms and conditions based on BHEL requirement and supplier's capability in terms of delivery and quality as assessed by BHEL.
6. BHEL reserves the right to negotiate the L1 rate.
7. BHEL reserves the right to re-float the tender opened, if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons
8. Vendors have to submit their confirmation to the commercial Terms and Special Terms & Conditions attached.
9. BHEL's standard LD condition as per pt. (8) of Annexure-B, commercial terms and conditions for the undelivered portion of materials is applicable. Pls. confirm.
10. Payment Terms: Refer pt.(11)- Annexure-B, commercial terms and conditions.

NOTE:

For material sizes and quantities please refer Annexure 1 to this enquiry.

Manager / Purchase / FB