



Open Tender for Procurement of GI wire ref: MM/OPEN/GI Wire - 01/2012 DT 26.05.2012
DUE ON 21.06.2012 from *Indigenous manufacturers only.*

ITEMS DESCRIPTION AND TENDER QUANTITY

SL. No	Item Description	Tender Quantity in Kgs	Tender Unit	Required Delivery date
1)	GI WIRE (BINDING / SEWING WIRE) DIA 0.914 mm (20 SWG) AS PER IS 280	7568	Kg	30.08.12
2)	GI WIRE (BINDING / SEWING WIRE) DIA 0.914 mm (20 SWG) AS PER IS 280	15000	Kg	30.08.12
3)	GI WIRE DIA 4 mm (8 SWG) +0.1/-0.0mm AS PER IS 280	40000	Kg	30.08.12
4)	GI WIRE DIA 3.15 mm +0.1/-0.0mm OF COMMERCIAL QUALITY	15000	Kg	30.08.12
5)	GI WIRE DIA 0.7 mm +0.1/-0.0mm OF COMMERCIAL QUALITY	5000	Kg	30.08.12
6)	GI WIRE DIA 1.2 mm +0.1/-0.0mm OF COMMERCIAL QUALITY	20000	Kg	30.08.12
Total Weight in Kgs		102568		

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

- **PLEASE REFER ANNEXURE-A FOR STANDARD TERMS & CONDITIONS,**
 - **ANNEXURE-B FOR GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION,**
 - **ANNEXURE-C FOR ESSENTIAL COMMERCIAL TERMS AND CONDITIONS [BIDDERS SHALL SUBMIT THE DULY FILLED ANNEXURE-C ALONG WITH TECHNICAL BID (COVER-I)].**
- RECEIPT OF THIS ENQUIRY IS TO BE ACKNOWLEDGED BY A POSTCARD / FAX / EMAIL
➤ 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 Sr.MANAGER/PURCHASE, BHARAT HEAVY ELECTRICALS LIMITED,BOILER AUXILIARIES PLANT, INDIRA GANDHI INDUSTRIAL COMPLEX, RANIPET, VELLORE DISTRICT-632406.

- 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 15 %.

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.

MSME STATUS

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.



ANNEXURE – A to TENDER: MM/OPEN/GI Wire - 01/2012 DT 26.05.2012

DUE ON 21.06.2012

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

A] Submission of Offer

Sealed tenders super-scribed with Tender Number, Due Date, Item Name & Supplier's Name and Validity of the Offer shall be addressed to Sr Manager / Purchase (ESP), Bharat Heavy Electricals Limited, Ranipet – 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 “Cover I - Qualifying Requirements and Techno-commercial bid”, with Tender Number, Item Name, Tender Due Date & Supplier's Name, shall contain the following:

I. Qualifying Requirements:

- a) The bidder / vendor shall have a **minimum of Three years of continuous experience in manufacturing & supply of GI Wire** and shall have executed a single order of value more than 05 lakhs (PO copy and invoices copy shall be attached along with offer).
- b) **Clientele list** with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any) to whom the same / similar item is supplied in the past three years. The PO copy of atleast 5 reputed firms shall be attached and the date of supply should also be indicated,
- c) **Annual Reports** giving the audited Profit & Loss account and Balance Sheet for the last three financial years.
- d) **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.
- e) **Authorization Letter:** Such of those tenderers who wish to participate in the Tender Opening, should attach an authorization letter which shall be duly signed and stamped in original, identifying the representative to be deputed for tender opening and
- f) **BHEL Order Reference:** If same or similar material has been supplied to any other Unit of BHEL, the Purchase Order details (reference number and date) should be enclosed.
- g) **Indigenous manufacturers only can submit their offer.**

II: Techno-Commercial and Unpriced Bid

- a) **Complete technical Offer** with details, catalogues, as applicable.
- b) **Un-priced bid** (i.e. Bid without the Price),
- c) **Annexure – C** (Essential commercial Terms and Conditions) for Procurement of GI Wire enclosed with the Tender Document. All the bidders shall submit this duly filled in annexure-c.
- d) **All relevant enclosures** of above documents / formats, if any.
- e) **Deviation summary** shall be submitted in two parts – giving the summary of technical deviations separately and the commercial deviations separately, if any and

Note

- (i) The materials offered shall conform to the specification Ref and scope mentioned 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, failing which the purchaser will not be liable for payment of such taxes and duties. Our TIN No. 33243560005, CST No. 239383/11.06.91, BHEL ECC No. AAACB4146PXM008.

(iv) The un-priced bid is to be used to indicate relevant commercial implications without indicating price.

(v) Commercial terms are to be indicated clearly in the offer.

(vi) No changes shall be entertained once the bid is opened unless otherwise specifically agreed to in writing by BHEL.

(vii) Money values (except applicable Taxes, Duties, freight and insurance) shall not be indicated anywhere in the un-priced bid.

(viii) Time required for inspection (at Supplier's works), should be clearly given in terms of numbers of working days

(ix) It is advised that all the pages and annexure to the Techno-Commercial bid should be serially numbered, including indicating the total number of pages.

Sealed envelope super-scribed "Cover – II (Price bid)", with Tender Number, Item Name, Tender Due Date & Name of the Supplier and Validity, containing:

Sealed Cover super scribed "Cover II –Price Bid" shall contain the following:

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

Rates shall be quoted on enquiry unit only. The Prices shall be indicated in both figures and words, clearly specifying the currency used. Differential foreign currencies may not be used in a given offer.

Wherever there is a discrepancy between the figures and the words, the value as indicated by words shall be taken as the "Price" by the Purchaser. Similarly if there is a discrepancy between the Unit Price and the Value on account of arithmetical error in the computation of the Value (Price x Quantity), only the Unit Price would be taken by the Purchaser for consideration. No corrections would be permitted after the submission of the bids. Error statements should be completely erased / struck out and fresh values given in the offer, which should be initialled and attested by the tender submitting authority. Offers without the above may become liable for rejection.

Note

(i) The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight, insurance charges shall be shown appropriately, as applicable).

(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 90 days from the tender opening 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 initialled and stamped.
- (viii) Bidders shall quote on FOR destination basis only as indicated in the tender.

B] Opening of Offers

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

b) Supplier shall submit two covers (Cover-I:qualifying requirements and 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 bidders 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 will be done through Reverse Auction method(English method)/Conventional Sealed Bid opening mode. All bidders would have to specifically give their acceptance for this in their bid/s. General Terms And Conditions Of Reverse Auction are enclosed vide annexure-B.

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 (R/A). 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 and hence bidders shall quote their best competitive price.**

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

(vii) 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.

(viii) Offers for part quantities on item level basis are not acceptable to BHEL. While bidders 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) 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.

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

d) In the event of any change in scope / quantity arising out of the discussions, bidders 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.

e) 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.

f) 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.

g) 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.

h) BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked bidder at any time after the bid opening but before the release of the Purchase Order and

i) 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) 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.

c) The final inspection for acceptance will, however, be carried out at the final destination.

d) The contract delivery date is the date of ex-works dispatch of the item.



- e) 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.
- f) Suppliers shall dispatch on free delivery (door-delivery) at destination basis only. Unloading the materials at BHEL Stores would be to the account of BHEL only.
- g) 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 the destination.
- h) 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.)
- i) Payment terms: 100% in 45 days after receipt and acceptance of material (SRV). No advance payment will be given.
- j) 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.
- k) The Guarantee period shall start from the "Date of receipt and acceptance of the materials at destinations given in the enquiry".
- l) In the event of an order, the supplier's Invoice shall contain the details of Rate per Kg and Qty in Kgs (excluding packing weight).

E] Liquidated Damages Clause:

BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The penalty shall be at the rate of ½% per week or part thereof subject to a maximum of 15%. Delivery for purpose of L.D, will be reckoned as the date of the ex-works dispatch of the materials by the Supplier. Applicable LD will be deducted from suppliers bills for the delayed portion. The LD would apply on the undelivered portion only. In case of reasons attributable to BHEL for the delay in delivery (for e.g. delay in arranging the pre-inspection) then the delivery time would be reset to the extent of the time delay attributable to BHEL, with waiver of the LD. Delivery being the essence of BHEL's contract requirements, In the event that a Supplier does not accept the LD condition above, 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.

F) RISK PURCHASE:

ALTERNATIVELY ,BHEL,AT THEIR OPTION WILL BE ENTITLED THE CONTRACT AND TO PURCHASE ELSEWHERE AT THE RISK AND COST OF THE SELLER EITHER THE WHOLE OF THE GOODS OR ANY PART WHICH THE SUPPLIER HAS FAILED TO DELIVER OR DESPATCH WITHIN THE TIME STIPULATED AS AFORESAID OR IF THE SAME WERE NOT AVAILABLE, THE BEST AND NEAREST AVAILABLE SUBSTITUTE THERE FOR. THE SUPPLIER SHALL BE LIABLE FOR ANY LOSS WHICH THE PURCHASER MAY SUSTAIN BY REASON OF SUCH RISK PURCHASES IN ADDITION TO PENALTY AT THE RATE OF LD CLAUSE.

G) Miscellaneous

i) Documents to be sent directly to the Purchaser prior to despatch of materials

- 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.

ii) Conditions for transportation :

a) All despatch documents shall show the Purchase Order Number & Date.

b) Transshipment is to be avoided.

c) Suppliers shall dispatch the materials, freight prepaid, on door-delivery basis (FOR Destination – Destination:BHEL Ranipet stores) preferably through any one of the approved carriers of BHEL only.

H) Reverse auction (RA) / on-line bidding on internet:

a) BHEL will finalize the tender through Reverse Auction Procedure i.e. On-line bidding on Internet as per the terms and conditions of Annexure-B enclosed.

b) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids submitted and available with BHEL shall be opened as per BHEL's standard practice.

I] Force Majeure

If at any time during the currency of this contract, the performance in whole or in part, by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events), then provided notice of happening of any such events is given by either party to other within ten days from the date of occurrence thereof, neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

J] Cancellation of Order:

In the event of non-performance of the contract by the Supplier, BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the Supplier to rectify the situation. If the Supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the Seller. BHEL will not pay any cancellation charges or any other charges / damages to the Supplier, arising out such cancellation. In the event of the non-performance of the supply contract, by the Supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier. (Risk Purchase).

K] 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 bidder to get it clarified from BHEL. The officer authorized to provide such clarifications is the Sr Manager / Purchase-ESP, e-mail ID: nsmohan@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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## ANNEXURE – B

### GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item / system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE", i.e ON LINE BIDDING ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. In case of reverse auction, BHEL will inform the vendor in writing, the details of Service provider to enable them to contact & get trained. Also will be informed later regarding reverse action terms & condition.
4. Business rules like event date, time, Start price, Bid decrement, extensions etc., also will be communicated through service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g EXCEL sheet) which will help to arrive at "Total cost to BHEL like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Service and loading Factors with others Commercial terms & conditions for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse Auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service Provider within 24 hours of auctions without fail.
10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
11. Cancellation of RA: Even where BHEL has specified Reverse Auction as the mode of competitive bidding in the tender enquiry, BHEL reserves the right to cancel the RA and go in for competitive sealed price bidding.

In that event, BHEL would intimate the acceptable offerers of the same in writing. The decision of BHEL to replace RA with competitive sealed bidding would be final and would be binding on all the technically qualified bidders. Such decision would be communicated to the technically successful bidders and BHEL is under no obligation to assign any reason for changing the mode of bidding from RA to sealed cover competitive bidding.

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

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.



**ANNEXURE: C to TENDER: MM/OPEN/GI Wire - 01/2012 DT 26.05.2012**

**DUE ON 21.06.2012**

**Essential Commercial Terms & Conditions (FORMAT TO BE FILLED BY THE SUPPLIER)**

| <b>S. No</b> | <b>TERMS &amp; CONDITIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Bidders confirmation/Details</b> |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1)           | Price (shall be firm till supply completion)<br>a) FOR / Destination including Freight & Insurance<br>b) FOR / Destination - freight & Insurance (breakup shall be given against Point No: 6 & 7).                                                                                                                                                                                                                                                                                                                                                 |                                     |
| 2)           | ED in % (Excise Invoice to be given for Cenvat benefit)<br>(applicable ED in % shall be indicated)                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |
| 3)           | ST in % (CST against form 'C' / VAT)<br>(applicable CST/VAT in % shall be indicated)                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |
| 4)           | <b>Octroi charges</b> if any to be included in bidders' scope. (Since enquiry destination has been given, vendor has to ascertain the applicability of octroi)                                                                                                                                                                                                                                                                                                                                                                                     | Suppliers Account only              |
| 5)           | <b>Packing &amp; forwarding: included</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                     |
| 6)           | <b>Freight in % of basic price</b><br>(applicable Freight in % or value in Rs shall be indicated)                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                     |
| 7)           | <b>Insurance:</b><br>(applicable Insurance in % shall be indicated)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                     |
| 8)           | Delivery Term: FOR DESTINATION<br><b>Delivery Place: BHEL stores Ranipet</b><br>FREIGHT AND INSURANCE SHALL BE INDICATED SEPARATELY in Annexure-D.                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |
| 9)           | Specific compliance to our material specification by Bidders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |
| 10)          | <b>Delivery period for Supplies :</b> (Please quote initial delivery period for first supply lot delivery quantity and the required delivery period for subsequent supply lots)                                                                                                                                                                                                                                                                                                                                                                    |                                     |
| 11)          | 100% in 45 days after receipt and acceptance of material (SRV)). No advance payment will be given.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |
| 12)          | Validity: The Validity shall be 90 days from the date of Technical Bid opening or price bid opening whichever is later. Any offer with validity of less than 90 days, is liable for rejection.                                                                                                                                                                                                                                                                                                                                                     |                                     |
| 13)          | <b>L.D. Clause:</b> Standard L.D Clause will be @ 0.5% per week or part there of subject to a Maximum of 15% for the undelivered PO portion.                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |
| 14)          | <b>Guarantee Clause:</b> The materials are to be guaranteed for satisfactory performance for period of 12 months from the date of commissioning / putting in to use. OR 18 months from the date of dispatch, which ever is earliest and if any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR Ranipet / Destination basis within a reasonable time.                                                                                                                                         |                                     |
| 15)          | <b>Performance Bank Guarantee</b> should be submitted for 10% of PO value in BHEL's format obtained from BHEL consortium of banks for the guarantee period + claim period of 3 months (Bank Guarantee from suppliers shall be in the prescribed form and from the list of bankers, provided by BHEL)                                                                                                                                                                                                                                               |                                     |
| 16)          | <b>RISK PURCHASE:</b><br>ALTERNATIVELY ,BHEL,AT THEIR OPTION WILL BE ENTITLED THE CONTRACT AND TO PURCHASE ELSEWHERE AT THE RISK AND COST OF THE SELLER EITHER THE WHOLE OF THE GOODS OR ANY PART WHICH THE SUPPLIER HAS FAILED TO DELIVER OR DESPATCH WITHIN THE TIME STIPULATED AS AFORESAID OR IF THE SAME WERE NOT AVAILABLE, THE BEST AND NEAREST AVAILABLE SUBSTITUTE THERE FOR. THE SUPPLIER SHALL BE LIABLE FOR ANY LOSS WHICH THE PURCHASER MAY SUSTAIN BY REASON OF SUCH RISK PURCHASES IN ADDITION TO PENALTY AT THE RATE OF LD CLAUSE. |                                     |



**ANNEXURE: C to TENDER: MM/OPEN/GI Wire - 01/2012 DT 26.05.2012**

**DUE ON 21.06.2012**

**Essential Commercial Terms & Conditions (FORMAT TO BE FILLED BY THE SUPPLIER)**

| <b>S. No</b> | <b>TERMS &amp; CONDITIONS</b>                                                                                                                                                                                                  | <b>Bidders confirmation/Details</b> |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 17)          | Test certificates, Test reports along with BHEL/BHEL AUTHORISED AGENCY inspection reports shall be submitted in triplicate for onward transmission to customer and for obtaining dispatch clearance, in the event of ordering. |                                     |
| 18)          | No quantity tolerance is acceptable to BHEL                                                                                                                                                                                    |                                     |
| 19)          | Reverse Auction (R/A) / Bidding through Internet: Supplier confirmation required.                                                                                                                                              |                                     |

THE ABOVE FORMAT SHALL BE COMPLETELY FILLED AND DEVIATION IF ANY SHALL BE CLEARLY SPELT OUT. NO COLUMN SHOULD BE LEFT BLANK WITHOUT FILLING UP WHICH MAY LEAD TO REJECTION OF OFFER. IF THERE IS ANY CONTRADICTION BETWEEN THE OFFER AND THIS CONFIRMATION ANNEXURE, THE ADVANTAGEOUS POINT TO BHEL WILL BE CONSIDERED.

VENDOR'S SIGN & SEAL