BIDDERS SHALL CAREFULLY READ THE FOLLOWING ANNEXURE / NOTES (TENDER DOCUMENTS) AND SHALL QUOTE THEIR BEST COMPETITIVE PRICE.

- **Annexure-A for Standard terms & Conditions**
- **Annexure-B for Commercial terms & Conditions which are to be filled in and submitted along with Techno-Commercial bid. (for indigenous suppliers)**
- **Annexure-C for Commercial terms & Conditions which are to be filled in and submitted along with Techno-Commercial bid (for overseas suppliers)**
- **Annexure-D for thickness wise requirement.**
- **Annexure- E for Illustration for arriving rates while evaluation of offers by BHEL**.
- **Annexure- F for Illustration for arriving rates while placing purchase Order by BHEL.**
- **Annexure- G for Illustration for arriving rates while effecting dispatches/invocing by supplier .**
- **Annexure-H – State wise Freight rates (for Indigenous suppliers)**
- **Annexure-I – for project wise quantity requirement.**
- **Standard Technical Specification PE:SS: Rev : 01 dt 16.08.2016 & Quality plan Ref : SQP:ESP: 292 for Enquiry Sl No : 001 as indicated in Annexure D**
- **Quality Assurance plan : BHE/RU/QC/QAP/AL_RM dt 30.09.2015 for Enquiry Sl No : 002 to 007 as indicated in Annexure D**
- **Electronic Fund Transfer Format (EFT) for payment processing purpose (Applicable for Indigenous suppliers)**
- **Contract Execution Bank Guarantee format (CEBG) and list of bankers for new vendors as per clause J of Annexure-A**
- **Integrity pact. (To be filled and submitted along with Techno-Commercial bid)**

- 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.
- **All tender documents to be duly signed, stamped and submitted along with techno commercial offer as a token of acceptance.**

Important note :

A) Pre Qualifying criteria

(1) The Tenderer should be a Manufacturer of tendered material.

(2) The tenderer should supply the materials inline with technical specification and Quality requirement as indicated in the enquiry .

B. Tenders should be sent in duplicate in a sealed cover. Inner cover sealed with tenderer's distinctive seal and superscribed with correct tender no., item of supply, due date of opening and validity of the offer addressed by designation to Manager / Purchase, Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Indira Gandhi Industrial Complex, Ranipet, Vellore District-632406 , Tamilnadu, India (Please refer Annexure –A for further details)

Suppliers are requested to carefully read the following conditions and give their specific confirmation of acceptance in toto.

1) BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected.

2) The first time supplier to BHEL shall fill all the details as called in the Supplier's Registration Form through online. **(Website: http://suppliers.bheltry.co.in)**

3) Time is the essence of contract

4) In the event of delay on the contracted delivery, liquidated damages (LD) will be levied. LD will be levied at the rate of 0.5 % per week or part thereof on the contract value. The LD ceiling will be 10 %. LD will be a mandatory condition in the purchase order. If no specific confirmation or comments are included in the initial offer by the tenderer, in the event of placement of order, the order will be released with the standard LD condition given above. The condition will be

included in the order without any further reference to the offer and no changes will be permissible, post order release In case any bidder is not accepting the above penalty for delayed Supply to maximum of 10%, the offer of that bidder shall be loaded to the extent to which it is not agreed by the bidder

Example : If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded by BHEL over the supplier quoted price for evaluating lowest bidder.

C. ***MSME status - this is applicable for Indian vendors only***

As per the public procurement policy notified by the central government, micro and small enterprises quoting within the price band of L1+15% shall be allowed to supply a portion of the requirement up to 20% of the tender value subject to condition that such enterprises bring down their price to L1 price where L1 price is from other than a micro and small enterprise. if L1 offer is from a micro / small enterprise, this provision will not be applicable.in case more than one micro and small enterprise is there within this span, the supply quantity (20%) shall be shared proportionate to the tender quantity. (70:30 or 50:30:20 of the eligible quantity)

Note: Special provision for micro and small enterprises owned by SC or ST: -

Sub target out of 20% (i.e. 4% out of 20%) would be earmarked for procurement from micro and small enterprises owned by the scheduled caste or scheduled tribe entrepreneurs provided that in event of failure of such micro and small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by scheduled caste or scheduled tribe entrepreneurs shall be met from other MSE enterprises/s. The MSE concession is subject to condition that latest valid certificate for MSE and ownership is submitted along with the offer duly certified by a practicing charted accountant that the investment in the plant from which the supply would be made is on MSE. Offer/s received without these documents will be treated as non-MSE and order finalization will be done based on this premise. This provision for MSE will apply subject to the condition that the participating MSE meets the other tender requirements.

D. ***Value added tax (applicable for Indian vendors only)***

Please indicate your TIN (taxpayer identification) number, commodity code for each item, dispatching place and state, while submitting your offer.

E. ***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
OPEN TENDER
FOR RATE CONTRACT SUPPLY OF ALUMINIUM SHEETS (IN COIL FORM) & PLATES

STANDARD TERMS & CONDITIONS

(FOR GUIDANCE TO THE SUPPLIERS)

A] Submission of Offer

Sealed tenders are invited for purpose of entering into rate contract for supply of Aluminium Sheets and Plates as per specification given in the tender documents for a period of One year. Offer shall be submitted super-scribed with Tender Number, Due Date, Item Name & Supplier's Name and Validity of the Offer shall be addressed to Senior Manager / Purchase (ESP), Bharat Heavy Electricals Limited, Ranipet – 632 406, Tamilnadu, INDIA and sent so as to reach him on or before the date and time specified in the tender. It shall contain two sealed covers in one envelope.

Sealed envelope super-scribed, with Tender Number, Item Name, Tender Due Date & Supplier's Name, Validity of the offer/s containing:

Cover I: Techno-Commercial and Unpriced Bid

Sealed Cover super-scribed "Cover I – Techno-Commercial and Unpriced Bid" containing:

a) ***Complete technical Offer*** with details, catalogues, as applicable.

b) ***Un-priced bid*** (i.e. Bid without the Price)

c) ***Filled-in BHEL's Standard Terms & Conditions*** for Procurement of Aluminium sheets in Coil form/ Plates enclosed with the Tender Document. (Annexure – B for Indigenous Suppliers and Annexure- C for Import Suppliers)

d) ***All relevant enclosures*** of above documents / formats, if any.

e) ***Deviation summary*** submitted in two parts – giving the summary of technical deviations separately and the commercial deviations separately, if any and

f) ***Shipping weight and cubage*** – Approximate quantum of sheets in MT that can be loaded in one Standard 20' / 40' containers to be furnished.

g) ***Supporting documents*** to substantiate equivalent material specifications / sections, where quoted for.

h) ***Client 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 items are supplied in the past two years. The date of supply may also be indicated, against each client.

i) ***Bidders who are not already registered with BHEL*** are requested to submit the filled in Supplier Registration Forms (SRF) available in the BHEL website: https://suppliers.bheltry.co.in and the other required documents called for in the SRF (including D&B reports and Banker certificate for import vendors, the facilities available at the mill – starting material to finished product, manufacturing quality plan, inspection & test plan to meet the Technical Delivery Condition requirements) along with the technical bid. In addition, vendors may submit an experience certificate detailing the quantity supplied spec wise, year wise along with the unpriced PO copies and proof of supply along with the offer for all the tendered specifications. Technical acceptance of offer by BHEL, shall be based on the evaluation of offer and the submitted documents. No need for submission of hardcopy of SRF along with technical offer.

j) ***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.

Note

(i) This tender is issued for procurement of Aluminium Sheet and Plates required by various units of BHEL.

(ii) As and when requirement arises, the concerned unit of BHEL will place order directly on the supplier against the rate contract.

(iii) The materials offered, shall conform to the specification and scope attached in the tender.

(iv) 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 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.

(v) All taxes and duties payable as extra to the quoted price should be specifically stated in offers. Offer from within India shall be submitted along with CST & TIN No. / Tariff No. etc, failing which the purchaser will not be liable for payment of such taxes and duties. ***The present Rate Contract Enquiry is for supply of Aluminium sheets / plates (valid for period of One year) to various units of BHEL (Viz. Trichy, Ranipet, Piping Centre Chennai, Visakhapatnam, Rudrapur and PEM New Delhi) and to their project Sites at various locations spread across various locations of India and abroad.*** The respective TIN, CST and ECC Number will be available in the respective Purchase Orders released by the concerned BHEL Units

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

(vii) Commercial terms are to be indicated clearly in the offer. (As per Annexure B for Indigenous suppliers and Annexure C for Overseas suppliers)

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

(ix) Money values shall not be indicated anywhere in the un-priced bid.

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

(xi) 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" containing:

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

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 may be shown appropriately, as applicable).

(ii) Price Variation shall be allowed inline with the price variation clause mentioned elsewhere in the tender.

(iii) No advance payment will be made by BHEL.

(iv) In case, there is a discrepancy in the term quoted in 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.

(v) In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes.

(vi) The offer should be valid at least for a period of 90 days from the tender opening date.

(vii) Offers should be submitted in two sets, one original and one copy.

(viii) The offers should invariably contain Signature (ink-signed) & Office Stamp of the Supplier. Any corrections / erasures in the offers should be initialled and stamped.

(ix) **Indian bidders should submit the prices in Indian Rupees only.**

(x) Foreign bidders may submit their bid in any of the following currency viz., (USD or Euro). The currency should be clearly indicated in the un-priced commercial bid as well as in the price bid. **BHEL will convert the conversion charges (USD/EURO) into INR by multiplying the Average of last 10 working days SBI card rate of TT selling rate for USD/EURO prior to technical bid opening date for evaluation.**

(xi) **Indian Suppliers shall quote on FOR Destination basis only.** Freight charges shall be given separately by indigenous sources only in lump-sum per MT basis state wise as per Annexure-H. The likely quantity state wise is given for the known projects and period as per Annexure – I. In case of multi location suppliers, freight rate state wise may be given for each location if the supplier wants BHEL to consider dispatches from these locations to enable BHEL to calculate the FOR destination prices. The destinations are the manufacturing units of BHEL located at Trichy, Ranipet, Piping Centre Chennai, Vizag, Rudrapur and PEM New Delhi and Project Sites located across the Country . **Foreign Suppliers shall quote on CFR Chennai sea port basis only** (Insurance will be taken care by BHEL). No other delivery terms shall be acceptable. As per Government of India guidelines, BHEL being a Government of India Undertaking the Bill of Lading shall be made with the Shipper as "Government of India". This shall be specifically confirmed by the Bidder.

(xii) Where the cargo is containerized, Container stuffing charges would be to the account of the supplier, and the containers are to be stuffed at the works of the supplier.

(xiii) Port to Port carriage would be arranged through shipping agent nominated by Government of India / BHEL in the case of Sea Shipments and

(xiv) List of shipping agents would be a part of the Purchase Contract.

B] Opening of Offers

a) **Tenders shall be received up to 14.00 Hours on the specified date as per the tender notification and be opened on the same day at 14.30 Hours. Tenders received after 14.00 Hours would not be opened. The times indicated are Indian Standard Time (IST). Tenders received after 14.00 Hrs 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.

c) Such of those Tenderers who wish so, may participate in the Tender Opening by deputing 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. (The delivery period shall be given in terms of capacity in MT that can be supplied i.e X MT from Y weeks of receipt of firm order, with delivery rate at Z MT per month / Week)

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 and

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. The decision as to whether the sealed price bid would be opened or the price bid opening would be through Reverse Auction will be intimated by BHEL after the technical bid opening. Generally, price bid opening will be resorted to through Reverse Auction, if there are four or more valid technically accepted offers in this tender. However, the decision to conduct Reverse Auction or not, will be at the sole discretion of BHEL. For other details on Reverse Auction, please refer the General conditions of Reverse Auction attached separately.

Note

(i) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only.

(ii) In exceptional circumstances, 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", listing the points and the deviation against each point, and

(iv) Where the Reverse Auction is not conducted, the sealed price bid along with the impact price bids if any would be opened.

(v) BHEL reserves the right to increase or decrease the tendered quantity and would order on more than one vendor at the lowest acceptable price to BHEL. In ordering on more than one source, the ratio of quantity split will be in the ratio of 70:30. BHEL reserves the right to split the quantity of the enquiry. In case of split 70% qty will be ordered on the original lowest bidder (L1) and balance 30% on the next higher bidder excluding H1, who accepts the L1 price. However, final decision to split the order rest with BHEL only. In the event that the other than L1 suppliers do not accept the L1 price, then the balance 30% will be reverted back to the original L1 and the original L1 shall be bound to accept the balance 30% of the enquiry quantity kept reserved for order splitting. This decision would be given by BHEL within 60 days of the price bid opening.

(vi) The decision of the type of price bidding would be notified to all successful bidders before the Price Bidding stage.

(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.

(viii) While resorting to Reverse Auction (RA), 20% of the higher ranked offers on the online sealed bids will not be allowed to participate in the dynamic auction subject to the condition that such elimination leads to a minimum of four bidders in the dynamic auction round. In order to have serious bidding in RA, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA Process provided minimum four bidders have submitted online sealed bids. For more than four valid offers 20% of the higher ranked offers will not be considered subject to the rounding off to the nearest next higher integer.

C] Evaluation of Offers

a) The price bids including the impact price (if any) of the technically acceptable offers alone will be considered for the price bid opening.

b) All bidders shall submit their offers by filling-in the format of the BHEL tender documents. Offers received in any other format are liable to be rejected. Offers are asked in BHEL's format for purpose of standardisation - to help in the offer evaluation.

c) Offer with any pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation, such conditions would be removed and only the base offer would be considered for evaluation and comparison.

d) 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 / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.

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. Firms with whom business dealings are banned by BHEL are prohibited from participating in this tender. Any offer received from "banned" firm/s will be returned unopened.

g) The government guidelines for extending concessions as per the MSME Act 2006 shall be applicable to eligible indigenous suppliers.

h) For the purpose of comparing prices, tender prices shall be converted to Indian rupees and the conversion shall be made by average of last 10 working days SBI card rate of TT selling rate for USD/EURO prior to Technical bid opening date.. This exchange rate will be followed till entering into Frame work agreement. However ordering & billing will be done as per Annexure – F & G.

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

In the case of indigenous offers, where intra state despatches are made, the applicable VAT / VAT benefit will be used to arrive at the cost to BHEL. Currently, for supplies to be made in the NCR and in the State of Maharashtra, as intra state sale, as per the directives issued by the Department of Commercial Taxes, since the purchaser will be penalised including visited with criminal proceedings, in the event of the seller defaulting on the remittance of the VAT with the department, BHEL will retain the VAT amount payable and shall release the same only after submission of the tax returns (online) submitted by the seller to the department, indicating the invoice numbers of the sale made to BHEL. If this condition is extended to the other States, the above shall apply 'mutatis – mutandis'.

j) As and when the requirement arises, BHEL will calculate the cost to BHEL in line with the agreed terms and conditions and orders will be issued on the lowest ranked supplier. In the case of multi location suppliers, while computing the cost to BHEL the most proximate plant location to BHEL destination will be considered for calculating the total cost and the same has to be accepted by the supplier.

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 materials complying to the specifications as agreed upon**.

b) In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. BHEL requires clear 20 days notice to arrange for inspection. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.

c) Deviations, if any pointed out by the visiting Inspection team of BHEL shall be corrected 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 BHEL specified destination.

e) The contract delivery date is the date of receipt at BHEL Stores/respective sites for suppliers in India, applicable in the case of FOR Destination Contracts.

For ex-works contracts or FOR dispatching station indigenous contracts, the date of the Lorry way bill issued by the authorised transport carriers of BHEL / Railway Receipt / Courier Way bill / Airway bill or any such dispatch documents of carriage approved by BHEL would be considered as the Contract Delivery Date. In the case of CFR contracts with overseas suppliers, the date of berthing of ship at Chennai port shall be taken as the Contract Delivery Date

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 for normal transport by sea / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards. **(For first time Suppliers to BHEL in the event of order, the packing drawing / packing specification needs the approval of BHEL prior to manufacturing)**

h) Foreign suppliers shall dispatch on CFR Chennai sea port basis, according to the contract conditions. Indian suppliers shall dispatch on free delivery (door-delivery) at BHEL destination basis only. Unloading the materials at BHEL specified destination would be to the account of BHEL only.

i) In case of rejection/damage/short supply attributable to the supplier, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL's destination, including customs clearances at Indian Ports in the case of foreign suppliers.

j) Materials shall be dispatched only after getting the dispatch clearance of BHEL (Dispatch clearance would either be faxed / e-mailed as a scanned document / couriered.)

k) **Payment terms**:

k.1) For Indigenous Suppliers: Unless otherwise agreed to by BHEL, the standard payment terms of BHEL shall be: For non-MSE suppliers 100% payment made directly through EFT within 90 days from the date of receipt and acceptance of materials at BHEL Stores, Ranipet or 90 days from the date of acknowledgement of receipt of materials at destination specified. If any supplier asks for payment terms other than the above specified, then suitable loading on cost will be considered. **Loading of any deviation in the payment terms w.r.t tender terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders.**

k.2) For MSE vendors (under Micro & Small category alone) 100% payment will be made within 45 days from the date of receipt and acceptance of materials at BHEL Stores, Ranipet or 45 days from the date of acknowledgement of receipt of materials at destination specified.

l) NOTE:

Where the destination specified is other than BHEL Stores Ranipet, for claiming payment, Supplier has to submit proof of receipt of the materials at the destination by furnishing a copy of the acknowledged despatch document (LR/RR/Courier receipt etc.) .

If the Bidder is bidding for the first time and wants to be considered as an MSE then, the Bidder shall submit document evidencing that they are an MSE along with a certificate from a Chartered Accountant certifying the status of their Unit / Works clearly specifying the address of the works which is to be considered as MSE and send the same to BHEL, Ranipet either before the tender opening date or upload it as a part of the tender document in the e-procurement portal. Where the document is submitted electronically a hard copy shall invariably be sent within a reasonable period (not exceeding 30 days) from the bid opening date for the purpose of BHEL's records. If the hard copy is not received within this specified time, then the supplier would be treated as a non-MSE. BHEL will not be responsible for any postal / courier / delivery delays.

For approved vendors the status as on the date of the bid opening as available with BHEL Ranipet's records shall be used for reckoning the status of the Bidder as an MSE or otherwise.

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 this tender. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

For approved suppliers, in case of any change in the MSE status, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, Ranipet that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL. Similarly if a supplier claims MSE status after the Part I bid opening, then the same would not be considered in the tender.

In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

Other concessions for MSEs / Reserved sectors

In addition to the concessions specified above, MSE suppliers will be eligible for such other concessions as per the MSME Act 2006 and any other benefits / concessions that may be announced by the Government of India from time to time.. However, such concessions as applicable at the time of tender opening alone will be applicable. Any concessions advised after tender opening will not be considered for the current tender.

Items that are reserved for MSE and for any other items for which reservations for Indian manufacturers are notified by the Govt. Of India, such concessions as prevailing on the date of tender opening shall apply as a part of this tender conditions.

ii) Foreign Suppliers "100% thru' irrevocable & unconfirmed LC at sight within 3 weeks from the PO date through any one of our Bankers listed elsewhere in the tender conditions for 100% value (less Agency Commission, if any) valid up to the PO delivery period and 15 days thereafter for negotiation. All bank charges in India to BHEL's account and all other charges outside India to Supplier's account. **BHEL would load the price of foreign suppliers in order to bring them on common platform as per Indigenous Suppliers on the account of differential payment terms to Indigenous Suppliers. Loading of payment terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation compared to indigenous suppliers i.e. 90 days.**

m) Any incidence of tax like Income tax, Service Tax and Withholding 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. This is subject to the supplier fulfilling the necessary documentation as specified by the Government of India. (e.g. Tax Residency Certificate, PAN Number etc.)

n) The Guarantee period shall start from the "Date of receipt and acceptance of the materials at BHEL Stores."

o) *Where any bidder gives extended credit period over and above that offered by BHEL, then all other Non-MSE bidders and foreign bidders would have to match the extended period of payment terms. This information would be given to such bidders after opening of the techno-commercial bids; but before opening the price bids. However bidders would not be allowed to change their price bid for purpose of confirming the extended credit period. In the event such bidder/s do not accept the extended credit period for payment, then their offer would be loaded to the extent of the differential between their offered payment terms and the revised payment terms offered by BHEL as explained above.*

p) The Purchase Order will be treated as executed only on delivery as per the delivery terms mutually agreed. The buyer will not be liable to receive and pay for any supply made after the delivery date unless the delivery date is extended by the purchaser.

q) The quantity indicated in the tender are tentative quantities. No minimum quantity is guaranteed by BHEL. The tentative destinations for the firmed up Orders on BHEL for which the above material needs to be supplied are also indicated separately in order to aid the supplier to work out the single freight rate for despatches to any BHEL specified destination. The indigenous suppliers shall give the freight charges on freight equalised to any destination basis.

q) The comparison of the offers to arrive at the lowest rank offer will be as follows:

i) Indigenous offer – FOR destination inclusive of all charges and freight charges but excluding of duties and taxes. Duties and taxes will be payable extra at actuals as prevailing on the date of scheduled delivery. The tentative project sites are as per Annexure I, however the freight rates for each state has to be furnished separately along with the offer. The evaluation will be done based on Lowest for each state. If the supplier has multiple manufacturing locations, the freight rates as applicable for each state from each of the manufacturing locations may be furnished if the supplier wants BHEL to consider dispatches from these locations as per Annexure H.

ii) Overseas offers – CFR Chennai price along with Transit insurance rate of BHEL upto Chennai port and the BHEL Ranipet contracted inland freight charges from the Chennai port to various known projects sites at various states of India.

E] Liquidated Damages Clause:

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 **10%.** The contract delivery date for purpose of L.D is the date of receipt at BHEL Stores for suppliers in India for F.O.R. Destination Contract and the date of dispatch clearance given by BHEL for overseas suppliers. For ex-works or F.O.R dispatching station contracts, the date of the dispatch document will be reckoned as the date of delivery for computing the LD. Supplier shall deduct the applicable LD from the first payment when raising the claim for the same. The applicable LD if any would be communicated by BHEL along with the dispatch clearance. It is taken by BHEL that Foreign Suppliers have confirmed their acceptance to BHEL for opening the LC for value which is the value of the order reduced by the applicable LD. 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, Unless otherwise specified the LD would apply on the undelivered portion of the contracted items. 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.**

F) Miscellaneous

i) Role of Agents:

BHEL will deal directly with indigenous manufacturers only.
BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders.
BHEL will not enter into any correspondence with an Indian Agent.
The Indian Agent will not be extended the privilege given to the principals, such as that of attending the tender openings, attending technical discussions, commercial discussions or price negotiations and such like.
In case, in spite of the above, a foreign principal insists on engaging an Indian Agent, It is made clear by BHEL that:
It is the sole responsibility of the foreign principal to ensure the Agent does not represent any other foreign principal in a given tender.
An undertaking to this effect shall be given by the foreign principal that his / her Agent does not represent any other foreign principal in the tender. This document shall form a part of the techno-commercial offer.
If at any stage of the tender, BHEL finds that an Indian Agent has represented more than one foreign principal, all such offers of and all the foreign principals would be disqualified summarily in the tender inquiry.
BHEL will only give an intimation of notice of the disqualification. No correspondence would be entertained by BHEL, on their decision. Such decision of BHEL shall be irrevocable, firm and final and shall be binding on the tenderer.
BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL.
Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM.
Hence in their own interests, prospective tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL.
In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk.
BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian Agent.

In the event of the foreign principal engaging an Indian Agent:

a) **The Supplier shall furnish an authenticated copy of the Agency Agreement with his agent detailing the precise relationship between them and their mutual interest in the business along with techno-commercial bid.**
b) The Supplier shall furnish original authorization letter for the Indian Agent. The letter shall contain name, contact person, complete postal address including phone, fax and e-mail ID. It shall also spell out the type of services to be rendered by Indian Agent.

c) Indian Agent & Agency commission: An Indian Agent can represent only one Foreign Manufacturer against a particular Tender. The FOB price quoted by the foreign bidder shall include the agency commission. However, the agency commission component payable to their Indian Agents shall be shown separately in the Offer, either as a lump-sum or as a percentage of the quoted price. This will be paid by BHEL in Indian Rupees, on satisfactory receipt & acceptance of the materials. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of Purchase Order will be taken and

d) For all discussions, technical clarification and negotiations etc. only the principal would be authorized for interaction with BHEL. The Agent shall not be a party to the discussions / negotiations and would not be normally allowed to participate.

ii) Terms & Conditions of Letter of Credit (L/C) for overseas suppliers (indicated for acceptance).

a) Unconfirmed irrevocable Letter of Credit only will be opened by BHEL. Confirmation of L/C is not preferred by BHEL.

b) Bank charges out side India are to the Supplier's account.

c) In case of L/C extension caused by delays attributable to the Supplier, the L/C extension / commitment charges are to be borne by the Supplier.

iii) Other terms & conditions for letter of credit: - Documents for negotiation

a) Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the import Licence No and certifying goods evidencing shipment of the merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. (The Indian agent's commission, if any, is payable in India in Indian rupees only.)

b) Certificate of Country of Origin, from the country of manufacture, issued by the Chamber of Commerce.

c) One set of Original and two sets of Non-negotiable copies of 'signed', ‘unmarked’, 'clean on board' Ocean Bill of Lading, showing Shipper as “Government of India” Account M/s. Bharat Heavy Electrical Ltd, Unit: BHEL, as consignee (The opening bank should not be notified as consignee), marked freight payable / prepaid at destination.

d) Packing list in 4 copies in English, indicating Size wise Number of bundles / pieces shipped and weight.

e) Certified copy of the fax / e-mail sent by the beneficiary to the applicant giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (a) Purchase Order Number & date; (b) Bill of Lading Number & date (c) Name of vessel; (d) Port of Loading; (e) Number of bundles / pieces and weight; (f) Invoice Number, date and value (g) Purchase Order item number's despatched. The cable / fax is to be sent within 2 working days of shipment.

f) Beneficiary's certificate showing the relevant airmail / courier reference no. and date that the following clauses have been complied with:

1] Beneficiary to forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 working days of obtaining shipping documents to BHEL’s specified address.

2] Beneficiary to courier at his cost 3 copies of complete set of non-negotiable documents to the Officer who released the Purchase Order.

3] Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.

4] Declaration to the effect that all other documents as per purchase order has been couriered to the Purchase order releasing authority

5) The carrying steamer should be seaworthy, less than 25 years of age and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time and

6) Copy of Dispatch Clearance / Instruction issued by BHEL.

iv) Documents to be sent directly to the Purchaser prior to shipment

a) Manufacturer's Original Internal Inspection / 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 BHEL's specified destination or 18 months from the date of dispatch whichever is earlier. The acceptance would be evidenced by the Stores Receipt Voucher (SRV) in case of BHEL stores / site acknowledgement in case of BHEL project sites which will be raised by BHEL. If any defect is noticed during the above period, such defective materials shall be replaced at free of cost on FOR destination basis, within a reasonable period (approximately 30 days).

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.

v) Conditions for transportation:

a) All shipping documents shall show the Purchase Order Number & Date, Import Licence Number & Date, and Letter of Credit Number & Date.

b) Transhipment is to be avoided.

c) A transport document which is produced or appearing to have been produced by reprographic, automated or computerized systems or as carbon copy will be accepted as an original document provided that it is marked as original and is ink-signed.

d) The transport document must contain all the conditions of carriage on the original document.

e) The transport document must not indicate the place of destination as being different from the port of discharge.

f) The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.

g) The transport document must be issued by the carrier or his agent and not by any freight forwarder.

h) Transport documents bearing reference by stamp or otherwise, to costs additional to the freight charges are not acceptable.

i) The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 15 days after the date of shipment and in any case not later than the expiry date of the Credit.

j) Material shall be dispatched through the agency nominated by BHEL. (Applicable for overseas suppliers only)

k) Indian suppliers shall dispatch the materials, freight prepaid, on door-delivery basis (FOR Destination – Destination will be specified by BHEL) and

l) In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer

Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.

m) Loading on deck is not permitted. The transport document must not contain a provision that goods may be carried on deck.

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

a) BHEL may finalize the tender through Reverse Auction Procedure i.e. On-line bidding on Internet.

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

The General Terms & Conditions for RA are as below:

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

2a. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA shall result in non-consideration of their bids, in case BHEL decides to go for RA.

2b. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid‟ in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.

4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.

5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.

6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.

7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., MS EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

8. Reverse auction will be conducted on scheduled date & time.

9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.

12. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

13. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

14. In case BHEL goes for reverse auction & depending on the number of bidders, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process. Further, in case of sufficient vendors, exclusion of H1 bidders may get extended upto 20%

15. ***In the event of the dynamic auction not occurring due to no posting of bids by the bidders then BHEL will treat the auction as failed and shall proceed with finalising the tender by opening the sealed bids (original and impacts if any) submitted along with the technical bid.***

16. In order to bring more transparency and to address any queries of Bidders on Reverse Auction, an abridged version of BHEL's "Common Guidelines for conducting Reverse Auction (RA)" has been hosted in BHEL's web site www.bhel.com under the links "Supplier Registration Page" and "Tender Notification". All Bidders are requested to visit the link and familiarize themselves with BHEL's RA procedures and guidelines before submission of their bid/s. Submission of Bid shall mean that the Bidder has read and understood BHEL's RA procedures and the bid is in agreement with the same.

H] 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.

I] 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). This remedy would be in addition to any other legal remedies available with BHEL under the contract."

J] Contract Execution Bank Guarantee:

To demonstrate the fidelity of the successful bidder, in executing the Contract, on receipt of the Letter of Intent / Purchase Order, the Supplier shall arrange to provide a contract execution bank guarantee (CEBG). The format of the CEBG is a part of this enquiry. The format may be downloaded and necessary stamping may be obtained from the Banker towards submission of the CEBG. The indigenous suppliers have to provide the CEBG from any one of the Nationalized Banks, listed in the annexure to these terms. Overseas suppliers can submit the CEBG from any of the reputed International / National Bankers. However the CEBG is to be confirmed by any of the Bankers listed by us. In the event of failure by the Supplier to execute the contract either fully or partially, BHEL would encash the entire CEBG. The CEBG shall be valid for the period covering the agreed delivery date of the order with a further claim period of 3 months on the last specified delivery date. In the event of the failure of delivery BHEL would proceed with encashing the CEBG without reference to the Supplier. In the event of BHEL granting extension of the delivery dates, then the CEBG validity shall also be got extended by the Supplier to the extent of the extended delivery times together with the claim period as specified elsewhere. **The CEBG shall be for a value of 2% of the Purchase order**.

Suppliers who are all already registered with BHEL and having a vendor performance rating of A or A+ grade would be exempted from submission of CEBG.

K] Post-order submission of documents for approval

In the event of the release of Letter of Intent (LoI) / Purchase order/s (PO) against this tender, Bidders have to submit the applicable documents as called for in the tender / LoI / PO/s, such as drawings, data sheets, design calculations (if any) etc. These documents for approval have to be submitted within the agreed timelines between BHEL and Bidder. Normally the time period for submission for approval is 15 days from the date of receipt of the LoI / PO by the supplier. The actual time period within which the documents have to be submitted for approval would be specified in the LoI / PO.

Such documents would be subjected to evaluation and approval by BHEL and / or by BHEL's customer / Consultant / Customer's Consultant. Bidders have to give their specific acceptance for this.

After approval of such documents and after getting clearance from BHEL, only the items ordered can be taken up for manufacture.

Any changes required by BHEL / Customer etc. in the documents submitted for approval shall be incorporated by the Bidder and no extra cost would be payable by BHEL for such changes.

In the event that the Bidder does not carry out the required corrections, then the LoI / PO would be liable for cancellation by BHEL and BHEL would resort to alternate purchase action at the risk and cost of the Bidder under the Risk Purchase Condition of the Purchase Order.

Note: After receiving the LoI / PO, supplier shall also forward the acknowledgement / acceptance of the LoI / PO by signing and returning the second copy of the LoI / PO as the token of acceptance.

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 tender issuing officer.

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 and would be duly communicated through a corrigendum.

c) **Suspension of Business dealings with Suppliers:**

(i) Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers.

Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.

ii) **Treatment of Banned / Under-performing Vendors:**

Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

If any of the supplier who is supplying similar material to BHEL, Ranipet has a Vendor Performance Rating (VPR) score of 'C' or below, then offer given by such parties will not be considered for ordering in this tender.

d) **Fraud Prevention Policy:**

The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

e) **Applicability of Integrity Pact:-**

IP is a tool to ensure that activities and transactions between the company and its Bidders/ Contractors ate handled in a fair, transparent and corruption free manner. A panel of Independent External monitor (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competed to participate in the bidding. In other words, entering into pact would be a preliminary qualification.

A detail of IEM for this tender is furnished below:

Name : Mr. Pravin Tripathi
Address : D 243, Anupam Gardens, Lane 1B, Neb Sarai, Sainik Farms
New Delhi – 110 068

Please refer section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

No routine correspondence shall be addressed to the IEM (phone / post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department".
Integrity Pact are applicable for all the BHEL enquiries whose estimated value is equal to or more than Rupees 10 Crores.

Copy of Integrity Pact with applicable nominated IEM is attached along with the tender documents for ready reference of Suppliers.

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.

f) The laws governing this transaction shall be the laws in India.

g) Wherever not specified, Inco terms 2010 shall be used to interpret the Commercial terms and conditions and

h) 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.*

Conditions for rejection of offers:

Following is the list of situations which would lead to rejection of offer/s.

This list is not exhaustive but only indicative.

BHEL reserve the right to reject one or all offers without assigning any reason. The decision of BHEL will be final in this regard.

1. *If the offer fails to meet the technical requirements/specifications of the tendered item/s.*
2. *If the offer does not meet the commercial terms & conditions, such as but not limited to delivery period specified in the tender, Delivery terms, payment terms, Liquidated damages, Risk Purchase, cancellation clause etc., including the load factors specified in the tender.*
3. *If the bidder fails to respond to clarification sought, within a reasonable period. In case of doubts / lack of clarity on the technical and commercial offer of the bidder, BHEL will seek clarifications. Bidders are required to respond completely to such BHEL's queries within 3 working days unless otherwise agreed to in writing by BHEL for period beyond 3 days. If supplier fails to respond within 3 working days or maximum 2 working days on a reminder thereon, the offer of such bidders will be automatically dis-qualified in the tender without further recourse to informing the bidder.*

M] Price Variation Clause :

1. **For indigenous manufacturers**, BHEL will consider price variation clause as follows:

Reference Price: The purchase cost would be computed as indicated in Annexures E, F and G (E – Illustration for arriving rates while Evaluation of offers, F- Illustration for arriving rates while Placing purchase order; G – Illustration for arriving rates for billing. **Indian bidders should submit the prices in Indian Rupees only.**

2. **The price of import sources** The purchase cost would be computed as indicated in Annexures E, F and G (E – Illustration for arriving rates while Evaluation of offers, F- Illustration for arriving rates while Placing purchase order; G – Illustration for arriving rates for billing.

Mechanism of ordering

For every requirement, BHEL will compute the total cost to BHEL as follows:

Variable portion + fixed portion + duties and taxes + freight and insurance + other charges agreed in the contract to arrive at the total cost.

Purchase Orders will be issued on the lowest cost supplier.

The Material conversion cost (in foreign currency) shall remain firm and fixed throughout the tenure of the contract. For bringing the suppliers (Import/Indigeneous) in same platform, BHEL will convert the material conversion charges (USD/EURO) into INR by multiplying the Average of last 10 working days SBI card rate of TT selling rate for US dollar/EURO (as applicable) prior to PO Placement date.

N] Methodology of evaluation of offers/ placement of purchase order/ dispatches & Invoicing of the rate contract :

1. Indigenous offers:

Indigenous tenderers shall offer their prices in the following form:-

Conversion Cost: (INR): D (on per MT basis)

The conversion cost shall remain firm and fixed throughout the tenure of the contract.

Freight and Insurance Charges: (INR): Y (on per MT basis) to be indicated as per Annexure - H

Tenderers shall quote a single freight rate for delivery for any BHEL site (including BHEL stores) within India.

Where the tenderer has multi-location plants, BHEL prefers to have a single freight rate irrespective of the plant location. If Supplier has multiple works locations, they have to specifically indicate the supplier works from where the dispatches will be effected to respective BHEL Stores/respective site destinations

Applicable Excise Duties and Sales Tax: Z.

(e.g.) Presently the Excise Duty is 12.5% and Sales Tax is 2% for inter-state movement.

Order/s will be placed by the respective BHEL units who would operate the rate contract as and when the requirement arises on lowest purchase cost basis.

The purchase cost would be computed as indicated in Annexure E, F, and G (E– Illustration for arriving rates while Evaluation of offers, F- Illustration for arriving rates while Placing purchase order; G – Illustration for arriving rates for billing.

Note: VAT Credit if any and load factors, if any would also be added to arrive at the final cost to BHEL.

2. Import (Overseas) offers:

Overseas tenderers shall offer their prices in the following form:-

Conversion Cost: (USD / Euro): D

The material conversion cost (in foreign currency) shall remain firm and fixed throughout the tenure of the contract. For bringing the suppliers (Import/Indegineous) in same platform, BHEL will convert the material conversion charges (USD/EURO) into INR by multiplying the Average of last 10 working days SBI card rate of TT selling rate for USD/EURO (as applicable) prior to technical bid opening date.

The Conversion Cost would be taken Upto CFR Chennai sea port Cost.

The applicable insurance charges (Z) will be taken care by BHEL to arrive the total cost to BHEL.

Port Charges (INR): P

Inland Transportation Charges: Q

(From the port of discharge to the destination)

Customs Duty: R

If any customs duty is applicable, on import, the same would also be included to arrive at the total cost.

The purchase cost would be computed as indicated in Annexure E, F, and G (E– Illustration for arriving rates while Evaluation of offers, F- Illustration for arriving rates while Placing purchase order; G – Illustration for arriving rates for billing.

Note: load factors, if any (L) would also be added to arrive at the final cost to BHEL.

Order/s will be placed on the party who becomes the lowest on the price calculated by BHEL.

Rate contract would be entered into with that party who is ranked the lowest (L1) as on the first bid opening date.

In order to have a smooth uninterrupted supply of the Aluminum sheets, BHEL would enter into a parallel rate contract with the next higher bidder who agrees to match the L1 price in the tender as on the price bid opening date.

The opportunity to match the L1 price would be given sequentially starting from L2.

However higher ranked offers on the higher end would not be considered for availing this opportunity.

20% of the higher ranked offers (top 20%) would not be considered for price finalization.

The top highest 20% would be so done, such that it leaves not less than 4 tenderers in the fray in evaluating the price offers.

The load factors are described elsewhere in the tender document.

The minimum guaranteed quantity per shipment from Overseas supplier shall be 20 MT (One Container). All the overseas tenderers shall agree for the same. Offers not meeting this condition will not be considered for evaluation.

The two shortlisted parties alone would be considered for loading under the rate contract. ***As and when the requirement arises the concerned BHEL unit will compute the total cost of procurement as per formula given above. The supplier ranked L1 will be given 70% of the requirement. For the balance 30% the other supplier will be given the opportunity to match the L1 price. In the event they match the L1 price, they will be considered for loading the balance 30%. In case they do not agree then the entire 100% of the quantity will be ordered on the L1. This process will be repeated for every requirement that arises for individual BHEL unit. The above split will be done such that the entire project quantity is ordered on one source and the next source is considered for the subsequent project subsequent project subject to the nearest possible quantity split of 70 : 30. (Meeting the overall tendered quantity split of 70:30)***

ANNEXURE – B

RATE CONTRACT TENDER FOR ALUMINIUM SHEETS

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

S. No	TERMS & CONDITIONS	Bidders confirmation/Details
1)	PRICE :Firm Price for conversion and acceptance for Price Variation Clause (PVC) as per clause M (1) of Annexure A	
2)	Delivery terms: FOR / Destination - freight & Insurance (breakup shall be given Separately). – Single Freight rate/plant wise/statewise for BHEL designated destination within India	
3)	**ED in %** (Excise Invoice to be given for Cenvat benefit). [Excise Duty is exempted for despatches made to Mega power projects bagged under ICB route. Necessary ED exemption documents will be provided by BHEL].	
4)	**ST in %** (CST against form 'C'/ VAT) For Inter state: For Intra state:	
5)	**Octroi / Entry tax charges** 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
6)	**Packing & forwarding**: [Please indicate in % if extra]	
7)	***Delivery Place:*** As per Annexure -I	
8)	Specific compliance to our Standard Technical specification and IS737 Gr.19000 H2 / ASTM B209 1100- Temper H14	
9)	**Delivery period of product from the date of LOI/PO:**	
	Initial Lead time in weeks	
	Maximum Quantity that can be delivered in a month (In MT) :	
10)	Confirmation that bidder is Original Manufacturer of Aluminium Coils	
11)	**Supplier Registration Forms- Supplier registration forms in the format available in the BHEL website-** https://suppliers.bheltry.co.in and **other required documents called for in the SRF to be submitted in Online. No hard copy to be submitted during bid submission.**	
12)	**Confirmation L.D. clause** @ 0.5% per week subject to a maximum of 10% for the delayed delivery. In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder	
13)	**Our standard payment term**: 100% with in 45 days after receipt and acceptance of materials (with Site acknowledged Lorry Receipt) at BHEL designated destinations for MSME suppliers and OR 100% with in 90 days after receipt and acceptance of materials (with Site acknowledged Lorry Receipt) at BHEL designated destinations for non MSME suppliers. If any supplier is asking for payment terms other than the above specified, then suitable loading on cost will be considered. Loading of any deviation in the payment terms w.r.t tender terms will be Base rate of state bank of India (SBI) (as applicable on the date of bid opening: Techno – commercial bid opening in case of two part bids) + 6% will be considered for loading for the periods of relaxation sought by bidders. EFT format is enclosed.	
14)	**Offer Validity:** The Validity shall be 90 days from the date of Price Bid opening. In case, price bids are opened through Reverse Auction, the offered price in Reverse Auction shall be valid for 90 days from the date of Reverse Auction.	

15)	INSPECTION BEFORE DESPATCH	Will be done at Vendor's Works before Dispatch by BHEL / BHEL's customer / BHEL's authorized Inspection agency	
16)	TEST CERTIFICATE	Required	
17)	**BHEL Standard Guarantee Clause**: Your confirmation to our standard Guarantee clause that the materials are to be guaranteed for satisfactory performance for a period of twelve months from the date of commissioning / putting into use (or) eighteen months from the dispatch which ever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Ranipet / Destination basis within a reasonable time. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order		
18)	**Risk Purchase Clause:** The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the seller has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The seller shall be liable for all losses and extra expenditure which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rates of LD clause agreed.		
19)	Issue of Material Dispatch clearance	Based on Test certificates, Test reports along with BHEL/BHEL AUTHORISED AGENCY inspection reports, in the event of ordering.	
20)	SPECIFICATION DEVIATION DISPOSITION REPORT [SDDR] Attached SDDR to be filled & submit along with offer. (If NO deviation is taken, NIL report to be submitted).		
21)	Confirmation if unpriced bid copy is enclosed along with technical offer		
22)	Quantity tolerance = +0-5%		
23)	Reverse Auction (R/A) / Bidding through Internet: **Supplier confirmation required**.		
24)	Supplier status: Micro / Small / Medium – Valid certificate to be attached with offer as a proof.		
25)	Contract Execution Bank Guarantee (CEBG) : The supplier shall submit a BG for 2 % of the contract value valid for the agreed delivery period + 3 months. Attached CEBG format is to be signed and submitted as a token of acceptance. Please note no deviation is allowed.		

NOTE : The above format shall be completely filled and deviation if any shall be clearly spelt out. The columns which are not applicable shall be mentioned as "Not Applicable". No column should be left blank .

The above Commercial Terms and Conditions are confirmed by us for this tender. In case there is a variance between the conditions confirmed above and the main offer, we certify that the Commercial Terms and Conditions given above is applicable . Such Commercial Terms and Conditions in the main offer may be considered null and void by the Purchaser and this is accepted by us.

Date: **Name & designation of the seller**

REQUIREMENT OF TECHNICAL DETAILS /CONFIRMATION
(For Indigenous Suppliers)
(To be filled in full and to be submitted along with offer)

S.NO	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01	Technical Specification : PE-SS Rev 01 dt 16.08.2016 for Enquiry Sl No : 001	Clause wise / Point wise confirmation to be given in TOTO for all specifications & to be submitted along with offer. (i.e Xerox copy of specn duly filled with your acceptance / comments duly signed & sealed).	
02	DATA SHEET	Filled Data Sheet are to be submitted along with offer.(if applicable).	
03	QUALITY PLAN Ref : SQP:ESP:292 dt 28.07.2016 for Enquiry Sl No : 001 and QAP Ref : BHE/RU/QC/QAP/AL_RM Rev 00 dt 30.09.2015 for Enquiry sl No. : 002 to 007	To confirm applicable QP will be followed. (OR) Your Quality Plan to be submitted for our review & approval along with offer.	
04	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)	Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted).	

SPECIFICATION DEVIATION DISPOSITION REPORT				
Specn		Item		
Enq.No &Date				
Vendor Name				
SPECN				
Page	Clause	Details Of Deviation With Reason	Disposition By BHEL	
Signature Of Vendor			Reviewed By	
" AGREED DEVIATION " if any to be incorporated in the PO in the event of order.			APPROVED BY	

(ATTACH SEPARATE SHEET IF ABOVE SPACE IS NOT SUFFICIENT)

Date **VENDOR'S SIGNATURE WITH SEAL**

INDIGENOUS MSME SUPPLIERS TO SUBMIT THE FOLLOWING DULY FILLED IN THE LETTER HEAD OF THE C.A. FIRM

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s ……………………………………having its registered office at ………………………………………………..is registered under MSMED Act 2006 and categorized under …………………unit vide their Registration Number……………………(copy enclosed)

Further certified that the investment of company in Plant & Machinery as on 31st March ……… is Rs.…………Lacs i.e. below Rs.25 Lacs / 5 Crores as permissible for Micro / Small unit respectively under MSMED ACT 2006. Hence the company is under category of Micro/Small(strike off whichever is not applicable) unit for the financial year ……………………

It is further certified that cumulative investment in Plant & Machinery during ………………………… (01/04/……… - till date) is below the permissible limit of Rs.25 lacs / 5 Crores for Micro / Small unit respectively and Company is under the category of ………………………unit as on date i.e. 31/03/…………..

The Directors of the company have been instructed to intimate their clients in case of change of investments in Plant & Machinery, if any, in future with proper supporting documents.

This Certificate is VALID FOR ONE YEAR ONLY from the date of issue subject to the above referred instruction with reference to "Change of Investments"

for ……………….
Chartered Accountants

Name:
Membership Number:
Full address
Place:
Date:

ANNEXURE – C
RATE CONTRACT TENDER FOR ALUMINIUM SHEETS
Essential Commercial Terms & Conditions –OVERSEAS BIDDERS (To be filled in full and to be submitted along with Techno Commercial Bid)

Sl.No	Buyers preference	Sellers Acceptance
1.	PRICE :Firm Price for Conversion and acceptance for Price Variation Clause (PVC) as per clause M(2) of Annexure A	
2.	DELIVERY TERMS (CFR Chennai Sea port).	
3.	Packing and forwarding to be included [If extra indicate in %]	
4. 5.	Delivery Period- Please indicate Firm delivery period with clear reference from the date of LOI	
6.	Initial Lead time	
	Maximum Quantity that can be delivered in a month (In MT)	
7.	Specific compliance to our Technical specification ASTM B209--1100 Temper H14	
8.	Validity of offer (minimum of 90 days from the date of price opening)	
9.	Please indicate the gross weight of the consignment including seaworthy packing per MT	
10.	Name of nearest Sea Port at foreign soil	
11.	Payment Term : 100% by unconfirmed irrevocable Letter of Credit at sight within 3 weeks through any one of our bankers listed elsewhere in the tender conditions for 100% value (less Agency Commission, if any) valid up to the PO delivery period and 15 days thereafter for negotiation.. Indian Bank charges to BHEL A/C. Foreign Bank charges to Sellers account. BHEL reserves the right to load the price of foreign suppliers in order to bring them on common platform as per indigenous suppliers on the account of differential payment terms to indigenous suppliers. Loading of payment terms will be " base rate of state Bank of India (SBI) (as applicable on the date of bid opening : Technco-commercial bid in case of two part bids) + 6%, will be considered for loading for the periods of relaxation compared to indigenous suppliers i.e 90 days.	
12.	Name your bankers on whom the L/C Negotiation can be restricted with swift code	
13.	Confirmation L.D. clause as indicated in Enquiry @ 0.5% per week subject to a maximum of 10% for the delayed delivery. In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 10% penalty clause, then balance 5% will be loaded for evaluating lowest bidder	
14.	Details of Indian office/agent if any. Valid Indian Agent agreement copy to be submitted along with technical offer	
15.	Indian agency commission if any (to be quoted clearly and payable in Indian rupees)	
16.	Confirmation that bidder is Original Manufacturer of Aluminium Coils with name and Country of Origin, Mills letter of Authority, Agency Agreement, Approximate weight and cubage of the consignment.	
17.	Country of Origin & Confirmation for the submission of Country of Origin Certificate	
18.	**Supplier Registration Forms- Supplier registration forms in the format available in the BHEL website- (Website: http://suppliers.bheltry.co.in) and other required documents called for in the SRF to be submitted in Online. No hard copy to be submitted during bid submission.**	
19.	**BHEL Standard Guarantee Clause**: Your confirmation to our standard Guarantee clause that the materials are to be guaranteed for satisfactory performance for a period of twelve months from the date of commissioning / putting into use (or) eighteen months from the dispatch which ever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Ranipet/ Destination basis within a reasonable	

	time. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order	
20.	**Risk Purchase Clause:** The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the seller has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The seller shall be liable for all losses and extra expenditure which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rates of LD clause agreed. Bidders who do not accept this clause will be rejected	
21.	INSPECTION BEFORE DESPATCH –In case of supplies from any new suppliers, material inspection shall be carried out by third party inspection agency like Lloyds or SGS or BVQI prior to shipment at supplier's work and total inspection charge shall be borne by the suppliers only.	
22.	SPECIFICATION DEVIATION DISPOSITION REPORT [SDDR] Attached SDDR to be filled & submit along with offer. (If NO deviation is taken, NIL report to be submitted).	
23.	Confirmation for the Submission of Test Certificate	
24.	Confirmation if unpriced bid copy is enclosed along with technical offer	
25.	Quantity tolerance = +0-5%	
26.	Reverse Auction (R/A) / Bidding through Internet: Supplier confirmation required	
27.	Whenever there is an agent to represent a supplier, It is mandatory to give the details of services to be rendered by indian agent and / or the details of agreement between supplier and Agent. Supplier to indicate the Agency commission payable. Indian Agency will be paid only in Indian rupees, calculated at the rate of exchange prevailing on the date of price bid opening. This is payable on satisfactory completion of contract. Agency agreement copy shall be submitted without fail.	
28.	Contract Execution Bank Guarantee (CEBG) : The supplier shall submit a BG for 2 % of the contract value valid for the agreed delivery period + 3 months. Attached CEBG format is to be signed and submitted as a token of acceptance. Please note no deviation is allowed.	
29.	Client tele list : Supplier to submit detailed client tele list with their full address including detail of contact person with phone No., Fax No. & E mail ID as per clause A (h) of Annexure A (Standard terms and conditions)	

NOTE : The above format shall be completely filled and deviation if any shall be clearly spelt out. The columns which are not applicable shall be mentioned as "Not Applicable". No column should be left blank .

The above Commercial Terms and Conditions are confirmed by us for this tender. In case there is a variance between the conditions confirmed above and the main offer, we certify that the Commercial Terms and Conditions given above is applicable . Such Commercial Terms and Conditions in the main offer may be considered null and void by the Purchaser and this is accepted by us.

Date: **Name & designation of the seller**

REQUIREMENT OF TECHNICAL DETAILS /CONFIRMATION
(For Overseas/Foreign Suppliers)
(To be filled in full and to be submitted along with offer)

S.NO	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01	Technical Specification : PE: SS/ Rev 01 dt 16.08.2016 for Enquiry Sl No 001	Clause wise / Point wise confirmation to be given in TOTO for all specifications & to be submitted along with offer. (i.e Xerox copy of specn duly filled with your acceptance / comments duly signed & sealed).	
02	DATA SHEET	Filled Data Sheet to be submitted along with offer.(if applicable).	
03	QUALITY PLAN Ref : SQP:ESP:292 dt 28.07.2016 for Enquiry Sl No : 001 and QAP Ref : BHE/RU/QC/QAP/AL_RM Rev 00 dt 30.09.2015 for Enquiry sl No. : 002 to 007	To confirm applicable QP will be followed. (OR) Your Quality Plan to be submitted for our review & approval along with offer.	
04	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)	Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted).	

SPECIFICATION DEVIATION DISPOSITION REPORT

Specn		Item	
Enq.No &Date			
Vendor Name			
SPECN			
Page / Clause	Details Of Deviation With Reason	Disposition By BHEL	
Signature Of Vendor		Reviewed By	
" AGREED DEVIATION " if any to be incorporated in the PO in the event of order.		APPROVED BY	

(ATTACH SEPARATE SHEET IF ABOVE SPACE IS NOT SUFFICIENT)

Date **VENDOR'S SIGNATURE WITH SEAL**

ANNEXURE : D
RATE CONTRACT TENDER FOR ALUMINIUM SHEETS & PLATES
QUANTITY BREAKUP (THICKNESS WISE)

Enquiry sl. No.	Description of material	Thickness in mm	Quantity required for individual units of BHEL (In MT)					Total quantity (Sum of A, B, C, D, E)
			Trichy (A)	Ranipet (B)	Noida (C)	Chennai (D)	Vizag (E)	
01	**Aluminium Sheet (in coil form)** as per Technical Specification No: PE-SS Rev 01	0.711	260.09	1307.447	77.55	52.285	0	1697.372
		0.914	258.12	0	270.0	244.37	37.928	810.418
		1.00	0	330	0	0	4.324	334.324
		1.20	1078.94	0	316.85	634.673	1.959	2032.422
		1.60	3101.56	0	115.0	0	0	3216.56
	Total Quantity in MT		4698.710	1637.447	779.400	931.328	44.211	8091.096
			Add Anticipated projects requirement (10% for supply in 2016-17)					8091.096 + 10% =8900.206 MT

Enquiry sl. No.	Description of material	Thickness in mm	Quantity in MT required exclusively for BHEL Rudrapur	Total quantity in MT
02	**Aluminium Alloy Sheet** as per IS-5082&737 (Gr 19501 H1 or 31000H2), Width 1219-1550 mm and cut length 1400 to 5200 mm	2,3.15, 4.78	500	1450
03	**Aluminium Alloy Plate** as per IS-5082 (Gr 19501 H1), Width 1219-1550 mm and cut length 1400 to 5200 mm	6.35	450	
04		8	500	
05	**Aluminium Alloy Plate** as per IS-5082 (Gr 19501 H1), Width 1219-1550 mm and cut length 1400 to 5400 mm	9	350	350

06	**Aluminium Alloy Plate as per IS-5082 (Gr 19501 H1), Width 600 - 1550 mm and cut length 1400 to 5200 mm**	**10, 12.7, 15,16**	**450**	**450**
07	**Aluminium Alloy Plate as per IS-5082 (Gr 19501 H1), Width 600 -1550 mm and cut length 1000 to 3500 mm**	**20 25**	**250**	**250**
	Total Quantity of Sl.No.02 to 07 (in MT)		**2500**	**2500**

Total Required quantity of Enquiry : 8900.206 + 2500 = 11400.206 MT

Note :

01.For Enquiry sl No : 01 :

Apart from the above requirement from Various Units of BHEL, If any BHEL units requests for material during the contract period, the successful bidder to supply the material with Overall ceiling of total quantity tendered.

The present requirement of material is with thickness from 0.711mm to 1.6mm . However the thickness from 0.411mm to 1.6mm can be demanded by the buyer from the successful tenderer subject to Overall ceiling of total quantity.

Applicable Quality plan Ref : SQP:ESP:292 Rev 00 dt 28.07.2016

02.For Enquiry Sl No. : 02 to 07:

All Aluminium Sheets/plates shall be Hot rolled only, cold- rolled sheets are not acceptable. The quantity indicated is for tendering Purpose only. However the exact quantity for Supply sizewise will be informed to Successful bidder as Purchase Orders of BHEL/ Rudrapur.

Applicable Quality Assurance plan Ref : BHE/RU/QC/QAP/AL_RM Rev 00 dt 30.09.2015

Purchase (ESP), Materials Management,
Bharat Heavy Electricals Limited,
Boiler Auxiliaires Plant, Ranipet - 632 406, **INDIA.**
(A Government of India Undertaking)

Annexure- E

Illustration for arriving rates while Evaluation of offers

The evaluation of the offer will be done as follows:
For evaluation of offer we will consider Aluminium LME price and LME premium of South East Asia as illustrated below:

A = LME (Cash buyer) price prevailing on date of technical bid opening
B = Average of last 10 working days of LME Premiun price (South East Asia); (prior to techncial bid opening date)
C = Average of last 10 working days SBI Card rate of TT Selling rate for US DOLLAR / UERO (Prior to techncial bid opening date)
D = Conversion cost/MT

For Example :

If the technical bid opening is on 01.09.2016

LME Working days	LME Cash buyer price in USD	LME Preminum working date	LME Premium price in USD	LME Cash buyer price + LME Premium price in USD	RBI Working days	SBI Card rate- TT selling rate for US Dollar in INR	SBI Card rate- TT selling rate for Euro in INR
01.09.2016	1586.50	31.08.2016	30	1616.50	31.08.2016	67.80	75.94
		30.08.2016	30	30.00	30.08.2016	67.88	76.20
		26.08.2016	30	30.00	29.08.2016	67.90	76.39
		25.08.2016	30	30.00	26.08.2016	67.75	76.73
		24.08.2016	30	30.00	25.08.2016	67.87	76.86
		23.08.2016	30	30.00	24.08.2016	67.91	77.08
		22.08.2016	30	30.00	23.08.2016	67.60	76.09
		19.08.2016	30	30.00	22.08.2016	67.95	76.95
		18.08.2016	30	30.00	19.08.2016	67.70	77.01
		17.08.2016	30	30.00	18.08.2016	67.61	76.74
	1586.50		300	1886.50		677.97	765.99
Average	1586.5		30	1616.5		67.80	76.60
	A		**B**	**A+B**		**C (for USD)**	**C (for Euro)**

Unit Price/MT	(A+ B)C + D =	(1616.5 X 67.80) + D	If overseas supplier offered in USD
	(A+ B)C + D =	(1616.5 X 76.60) + D	If overseas supplier offered in Euro
	(A+ B)C + D =	(1616.5 X 67.80) + D	D in INR for Indian Suppliers

Note : 1. Supplier has to quote only Conversion cost (D)/ MT basis and Should be firm for the contract period of one year.
2. For better clarity, please refer clause no. N (1) and (2) of Annexure - A.
3. If technical bid opening date falls on Non- LME working date, the previous LME working day will be considered for Evaluation.

LEGEND : **SBI** (State Bank of India)
RBI (Reverse Bank of India)
LME PRICE as taken from London Metal Exchange website

Purchase (ESP), Materials Management,
Bharat Heavy Electricals Limited,
Boiler Auxiliaires Plant, Ranipet - 632 406, **INDIA.**
(A Government of India Undertaking)

Annexure- F

Illustration for arriving rates while Placement of Purchase Order

A = LME (Cash buyer) price on the previous working day of Purchase Order releasing date.
B = Average of last 10 working days of LME Premiun price (South East Asia); (prior to Purchase Order releasing date)
C = Average of last 10 working days SBI Card rate of TT Selling rate for US DOLLAR / Euro (prior to Purchase Order releasing date)
D = Conversion cost/MT

For Example :

If the purchase order released on 10.09.2016

LME Working days	LME Cash buyer price in USD	LME Preminum working date	LME Premium price in USD	LME Cash buyer price + LME Premium price in USD	RBI Working days	SBI Card rate- TT selling rate for US Dollar in INR	SBI Card rate- TT selling rate for EURO in INR
09.09.2016	1566.50	09.09.2016	30	1596.50	09.09.2016	67.30	76.22
		08.09.2016	30	30.00	08.09.2016	67.20	75.94
		07.09.2016	30	30.00	07.09.2016	67.10	75.82
		06.09.2016	30	30.00	06.09.2016	67.29	75.36
		05.09.2016	30	30.00	05.09.2016	67.30	75.54
		02.09.2016	30	30.00	02.09.2016	67.60	76.05
		01.09.2016	30	30.00	01.09.2016	67.75	75.88
		31.08.2016	30	30.00	31.08.2016	67.80	75.94
		30.08.2016	30	30.00	30.08.2016	67.88	76.20
		26.08.2016	30	30.00	29.08.2016	67.90	76.39
	1566.50		300	1866.50		675.12	759.34
Average	1566.5		30	1596.5		67.51	75.93
	A		**B**	**A+B**		**C (for USD)**	**C (for Euro)**

Unit Price/MT	(A+ B)C + D =	(1596.50 X 67.51) + D	If overseas supplier offered in USD
	(A+ B)C + D =	(1596.50 X 75.93) + D	If overseas supplier offered in Euro
	(A+ B)C + D =	(1596.50 X 67.51) + D	D in INR for Indian suppliers

LEGEND : **SBI** (State Bank of India)
RBI (Reverse Bank of India)
LME PRICE as taken from London Metal exchange web

Purchase (ESP), Materials Management,
Bharat Heavy Electricals Limited,
Boiler Auxiliaires Plant, Ranipet - 632 406, **INDIA.**
(A Government of India Undertaking)

Annexure- G

Illustration for arriving rates for billing

01.The date of readiness for inspection notified by the supplier or the mutually accepted delivery date affixed in the Purchase Order/Contract will be reckoned as the reference date for calculation of the billing rate. (henceforth called as the "Date") .

02.The billing rate will be applicable for each lot specified in the Purchase Order/Contract. A Purchase Order/Contract may contain more than one lot, with different delivery dates.

03. Bidders are required to indicate the maximum quantity that they can supply per lot. However, the actual Order lot would be based on the requirement of BHEL and mutually agreed with the supplier in the event, the lot size is in excess of the maximum lot quantity given by the bidder in the offer.

A = Average price of LME (Cash buyer) for the week, two weeks prior to the "Date" (as indicated in Point No.1)

B = Average of last 10 working days of LME Premiun price (South East Asia); (prior to dispatch date)

C = Average of last 10 working days SBI Card rate of TT Selling rate for US DOLLAR / Euro (Prior to dispatch date)

D = Conversion cost/MT

The calculation of the billing rate will be as per the formula given below:

For e.g. if the Date is 20th Sep 2016, "A" will be the average LME rate calculated for the week starting 5th Sep.2016 (i.e. the average of the LME rate announced for the period 5th Sep.2016 to 10th Sep.2016 – both dates included).

If the material readiness for inspection/mutually agreed delivery date and the materials dispatched on 20.09.2016 ,

LME Working days	**LME Cash buyer price in USD**	**LME working days**	**LME Premium price in USD**	**LME Cash buyer price + LME Premium price in USD**	**RBI Working days**	**SBI Card rate- TT selling rate for US Dollar in INR**	**SBI Card rate- TT selling rate for Euro in INR**
05.09.2016	1568.00	19.09.2016	30	1598.00	19.09.2016	67.70	75.99
06.09.2016	1573.00	16.09.2016	30	1603.00	16.09.2016	67.61	76.23
07.09.2016	1582.00	15.09.2016	30	1612.00	15.09.2016	67.60	76.39
08.09.2016	1565.00	14.09.2016	30	1595.00	14.09.2016	67.75	76.39
09.09.2016	1566.50	13.09.2016	30	1596.50	09.09.2016	67.30	76.22
		12.09.2016	30	30.00	08.09.2016	67.20	75.94
		09.09.2016	30	30.00	07.09.2016	67.10	75.82
		08.09.2016	30	30.00	06.09.2016	67.29	75.36
		07.09.2016	30	30.00	05.09.2016	67.30	75.54
		06.09.2016	30	30.00	02.09.2016	67.60	76.05
	7854.50		300	8154.50		674.45	759.93
Average	1570.9		30	1600.9		67.45	75.99
	A		**B**	**A+B**		**C (for USD)**	**C (for Euro)**

Unit Price/MT	(A+ B)C + D =	(1600.9 X 67.45) + D	If overseas supplier offered in USD
	(A+ B)C + D =	(1600.9 X 75.99) + D	If overseas supplier offered in Euro
	(A+ B)C + D =	1600.9 X 67.45 + D	D in INR for indian Suppliers

LEGEND : **SBI** (State Bank of India)

RBI (Reverse Bank of India)

LME PRICE as taken from London Metal exchange website