

TECHNICAL SPECIFICATION

	Material Code	Technical Description	Quantity	UOM
1	VZ1079073078	SS347 Foil Size: 0.0762mm X 300mm Coil Specification: AMS 5512	300	KG
2	VZ1079073086	SS347 Foil Size: 0.0762mm X 400mm Coil Specification: AMS 5512	300	KG

PQC

Any bidder who has previous experience of supply of Aerospace grade SS347 Foils/ Sheets/ Plates and conforms to the Technical requirements is eligible. Offers of bidders not meeting PQC will not be considered for further evaluation and will be liable for rejection.

Special Terms & Conditions

- a) Quality Plan: Bidder to submit Test Certificate to BHEL for review and dispatch Clearance.
- b) Material to comply TDC: RD-TDC-CHX-FOIL Rev 03 Dated 14.06.2023 and Annexure 1(Other terms & Conditions) and Aerospace Material Specification: AMS 5512L.
- c) SS347 Foils shall be supplied in Rolls of each 100 Kg(Max) and which should be rolled on core with internal diameter 300±10 mm.
- d) Delivery Condition: To be delivered within 05 weeks from PO Date.
- e) Quantity Tolerance: Not Applicable.
- f) Tender Evaluation: Package Wise.
- g) Inspection Terms: By BHEL at BHEL Visakhapatnam. Final acceptance of material will be subject to QC Clearance of item at BHEL Visakhapatnam. Bidder to sought Dispatch Clearance from BHEL before dispatch of material. Material sent without dispatch clearance will be liable for rejection.

Sign and Stamp of Bidder



TECHNICAL DELIVERY CONDITIONS

TDC No	:	RD-TDC-CHX-FOIL
Rev. No	:	03-DATED 14.06.2023
Page No	:	1 of 1

ALUMINIUM & STAINLESS-STEEL FOILS

- 1) THE ALUMINIUM & STAINLESS-STEEL FOILS SHALL BE OF THE FOLLOWING SPECIFICATION

Material Type	Alloy Grade	Specification
FOIL	AA 3003-O	QQ-A-250/2 or AMS 4006
FOIL	SS 347	AMS 5512
FOIL	AA 6061-O	QQ-A-250/11 or SAE AMS 4009

- 2) THE ALUMINIUM ALLOY (AA 3003-O) FOILS SHALL BE SUPPLIED IN ROLLS OF EACH 50 KG AND WHICH SHOULD BE ROLLED ON CORE WITH INTERNAL DIAMETER 310 ± 10 MM.
- 3) THE ALUMINIUM ALLOY (AA 6061-O) FOILS SHALL BE SUPPLIED IN ROLLS OF EACH 50 KG AND WHICH SHOULD BE ROLLED ON CORE WITH INTERNAL DIAMETER 310 ± 10 MM.
- 4) THE STAINLESS-STEEL ALLOY (SS 347) FOILS SHALL BE SUPPLIED IN ROLLS OF EACH 100 KG AND WHICH SHOULD BE ROLLED ON CORE WITH INTERNAL DIAMETER 310 ± 10 MM.
- 5) THE ALUMINIUM FOIL SHOULD BE SUPPLIED IN MILL FINISH & STAINLESS-STEEL FOILS SHOULD BE SUPPLIED IN BRIGHT ANNEALED FINISH.

6) CERTIFICATES / REPORTS:

- 6.1) **MILL'S MATERIALS TEST CERTIFICATE:** THE MANUFACTURER / VENDOR SHALL SUBMIT MILL'S MATERIAL CERTIFICATE CONFORMING TO RESPECTIVE MATERIAL SPECIFICATION WITH THE SUPPLY.

NOTE: IT IS ADVISED THAT THE SUPPLIER FURNISH SPECIMEN (s) OF ABOVE CERTIFICATES ALONG WITH THE OFFER.

- 6.2) **CERTIFICATE OF COMPLIANCE/ RELEASE NOTE:** A RELEASE NOTE SHALL BE FURNISHED WITH THE SUPPLIES ON THE FOLLOWING LINES.

"CERTIFIED THAT GOODS SUPPLIED AGAINST THE REFERENCED PURCHASE ORDER ARE FREE FROM DEFECTS, INSPECTED, TESTED AND CONFORM TO RESPECTIVE AMS SPECIFICATIONS. THESE MATERIALS CAN BE USED FOR AEROSPACE APPLICATIONS" OR ON SIMILAR LINES.

- 6.3) CHEMICAL & MECHANICAL TEST CERTIFICATE FROM NABL ACCREDITED LAB SHALL BE SUBMITTED.

- 6.4) COMPLETE TRACIBILITY SHALL BE PROVIDED BY THE VENDOR FOR THE MATERIAL SUPPLIED.

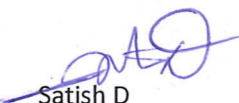
- 7) **PACKING:** THE MATERIALS BE SUITABLY PACKED FOR INTERNATIONAL TRANSIT AND TO AVOID DAMAGE IN ANY FORM DURING TRANSIT.

IMPORTANT: IT IS NECESSARY THAT THE SUPPLIER GIVE POINT-WISE CONFIRMATION IN THEIR OFFER THAT THE CERTIFICATES / REPORTS SOUGHT ABOVE SHALL BE FURNISHED ALONG WITH MATERIALS.

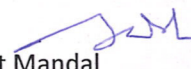
- 8) **INSPECTION:** PRE-DISPATCH INSPECTION AT VENDOR WORKS, FINAL INSPECTION AT BHEL-HPVP STORE AFTER RECEIPT OF MATERIAL, REJECTED MATERIAL IF ANY SHALL BE REPLACED BY THE SUPPLIER WITHOUT ANY EXTRA COST.

Other terms & conditions to comply AS9100 guidelines for supply:

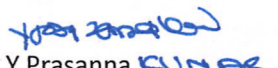
1. Supplier shall have approvals of methods, process and equipment used for the manufacturing of items to be supplied to BHEL.
2. The control and monitoring of supplier performance by BHEL, Visakhapatnam.
3. Supplier should provide access to BHEL or its customer or its any regulatory authority for verification or validation of activities and to check applicable records at the supplier premises at any level of supply chain.
4. Supplier shall carry out test inspection and verification including FAI.
5. Supplier should implement a Quality Management System.
6. Supplier shall notify BHEL of any Non-conforming process, products or services and obtain approval for disposition.
7. Supplier should prevent use of counterfeit parts.
8. Supplier shall notify BHEL of any product, process or service change including changes made by their suppliers or change in location of manufacture and obtain approval.
9. Supplier shall flow down to their supply chain to implement requirements of BHEL by sharing the specification.
10. Retention period of all records shall be 10 years.
11. Supplier shall keep records of all interaction with BHEL
12. Supplier shall ensure awareness of the following to all the people at supplier premises:
 - a. Contributing to product or service conformity
 - b. Contributing to product safety
 - c. Importance of ethical behaviour


Satish D

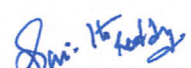
(Manager / Engineering)


Sougat Mandal

(DGM/Engineering)


Y Prasanna KUMAR

(DGM/Engineering)


E Sainath Reddy

(Manager / MP&IC)

वाई. प्रसन्ना कुमार / Y. PRASANNA KUMAR

उप महा प्रबन्धक (इंजीनियरिंग) / Dy. GM (Engineering)

बीएचईएल, एचपीवीपी/BHEL-HPVP,

विशाखपट्टणम/VISAKHAPATNAM-530 012

COMMERCIAL TERMS AND CONDITIONS (For Foreign Suppliers)
(To be filled in full and to be submitted along with offer)

ANNEXURE-A1

H242400078 DATED 27.12.2024

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
1	PAYMENT	Payment term is 100% payment on CAD basis within 45 days from the date of receipt of documents, specified in the PO, for each consignment, at BHEL Bank. Respective bank charges to respective account. Note: Payment terms as CAD at sight and confirmed LC are liable for rejection.	
2	DELIVERY PERIOD	Indicate the delivery in weeks from the date of Purchase Order for the first consignment.	
	DELIVERY SCHEDULE	Please confirm delivery as per the attached Staggard delivery schedule	
3	DELIVERY BASIS	CFR - CHENNAI/MUMBAI SEAPORT/AIRPORT (BHEL shall pay only delivery order charges and container detention free period shall be 14 days) In case of shipment through containers on CFR basis, the BL should bear the endorsement that " 14 free days for Container detention is applicable ".	
4	PACKING & FORWARDING	INCLUDED (if extra indicate in %) Strike off whichever is not applicable in supplier's comments	_____ % on Basic rate/ Included
5	Documentation Charges	INCLUDED (if extra indicate in %) Strike off whichever is not applicable in supplier's comments	_____ % on Basic rate/ Included
6	INSPECTION CHARGES	INCLUDED (if extra indicate in %) Strike off whichever is not applicable in supplier's comments	_____ % on Basic rate/ Included
7	TESTING CHARGES (as per TDC)	INCLUDED (if extra indicate in %) Strike off whichever is not applicable in supplier's comments	_____ % on Basic rate/ Included
8	PORT OF LOADING	To be specified by the supplier	
9	OFFER VALIDITY	90 days from the date of Technical bid opening.	
10	TEST CERTIFICATE	MTCs required as per Material Specification and TDC are to be submitted.	
11	PART QUANTITY/ PART ORDER	BHEL, HPVP reserves the right to Increase/Decrease the quantities mentioned in the enquiry. Vendor shall agree to accept Item wise order/ Part Quantity of each item/ Part Order.	
12	In case of LC payment, the validity of LC for shipment will be in accordance with the delivery period agreed and for the further 15 days for negotiation of documents from the date of shipment.		
13	The documents are to be negotiated within 15 days from the date of Bill of Lading/ Air Way bill.		
14	In case of LC payment, the charges towards any LC extension on account of delay in delivery/ reasons attributable to supplier shall be to the beneficiary's account.		
15	L.D.CLAUSE	Liquidated Damages shall be levied at the rate of 0.5% of the order value of each Lot/Consignment per week of delay or part thereof from the contract delivery date of each Lot/consignmentsubject to maximum of 10% of the order value of each Lot/Consignment. The date of Bill of Lading (B/L)/Air Way Bill shall be considered for LD calculation purpose.	

16	ARBITRATION	Notwithstanding anything contained in any document whatsoever, all questions, matters, disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by Head of the Unit, BHEL, HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by Head of the Unit as aforesaid. The arbitrator shall give his reasoned award. It is a term of this contract that no person other than a person appointed by such Head of the Unit as aforesaid, shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The venue of arbitration shall be such place as may be Fixed by the arbitrator at his sole discretion. The award of arbitrator shall be final, conclusive binding on all the parties to the contract.	
17	JURISDICTION	Not out of this contract including that arise out of arbitration and bank guarantees, shall be initiated, filed and tried only in the courts, tribunals and forums, situated at and having territorial jurisdiction over Visakhapatnam even though such jurisdiction also vests in courts, tribunals & forums situated elsewhere in the country.	
18	RISK PURCHASE	The delivery period stated shall be realistic and shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller, which shall be recovered from them out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall be required to be deposited by the vendor.	
19	REJECTION REPLACEMENT	Rejected material, if any, after receipt of material at our end, shall be replaced by you immediately free of cost and also on freight paid basis.	
20	GUARANTEE CERTIFICATE	Vendor should guarantee the material against all design and manufacturing defects and for performance for a period of 18 months from the date of last dispatch or 12 months from the date of commissioning whichever is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR BHEL, HPVP, Visakhapatnam / Destination basis within a reasonable time.	
21	FIRM PRICE	Price should be firm till execution of order.	

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. Non filling-up of columns may lead to rejection of your offer and also offers of those who do not confirm compliance of all the terms and conditions are likely to be rejected. If there is any difference (in the points accepted/confirmed) between the offer and this filled-up Commercial Terms & Conditions sheet, the later only shall prevail.

Vendor should categorically indicate confirmation of all the points of Technical Delivery Conditions and Commercial Terms & Conditions with signature and stamp at the bottom of each document and submit the same along with the offers. Offers of those who do not confirm compliance of all the terms and conditions are likely to be rejected.

Commercial Terms & Conditions (For Indian Bidders)		ANNEXURE A2
Bidder's acceptance to BHEL Visakhapatnam's Standard Commercial Terms & Conditions. (To be submitted along with the offer for Single Part Bid/Technical offer for Two Part Bid – please do not change the format)		
BHEL -HPVP Visakhapatnam Tender Enquiry No. & Date: H242400078		Dated 27.12.2024
Description of commercial terms	Bidders response	
Bidder Name		
Contact Person		
Contact No.		
Contact Email id:		
Prices have been quoted on "FIRM PRICE" basis only (Yes / No)	YES	
Prices have been quoted on "F.O.R, BHEL-HPVP Visakhapatnam" basis only (Yes / No)	YES	
P & F (Please confirm whether included or not)	INCLUDED	
Freight (Please confirm whether included or not)	INCLUDED	
Insurance (Please confirm whether included or not)	INCLUDED	
Validity of offer (we require a minimum period of 90 days from the date of Tender Opening – please Specify)	AGREED	
GST% (Please Specify)		
HSN Code (Item Wise)		
Delivery Period (Please specify the delivery period)		
Liquidated damages (we require acceptance to @ ½% per week subject to a maximum of 10% of undelivered quantity) (Yes / No)	YES	
Part Order/ Quantity Acceptance(Yes / No)	YES	
Payment terms, (100% Payment will be made within 45 days for MSE Vendors, 60 days for Medium Enterprises, 90 days for Non- MSME Vendors from the date of receipt and acceptance of materials subject to GST Clause of Terms & Conditions) (Yes / No)	YES	
Rejection Replacement (Yes / No)	YES	
Risk Purchase Clause (Yes / No)	YES	
ARBITRATION Clause (Yes / No)	YES	
JURISDICTION Clause (Yes / No)	YES	
Vendor Status (MICRO / SMALL ENTERPRISES) (please Specify) (If yes, please submit the Udyog Aadhaar Memorandum along with offer)	MICRO / SMALL UAN NO:	
Whether owned by SC/ ST /Women Entrepreneurs (Yes / No) (If yes, please submit the Udyog Aadhaar Memorandum along with offer)		
MII LOCAL CONTENT SELF DECLARATION CERTIFICATE ENCLOSED (YES/NO)		
EMD Submitted (Yes / No)	NA	

Signature of Bidder with Stamp

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Heavy Plates & Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-2881312

E-mail : jcsinh@bhel.in

HPVP, Visakhapatnam

SPECIAL TERMS AND CONDITIONS FOR ENQUIRY NO: H242400078**Due Date: 10.01.2025****CATEGORY OF TENDER: Two-Bid System****SUB: Supply of 0.0762 mm Tk SS347 Foil****TERMS & CONDITIONS:**

- 1) Please quote your Price on FOR BHEL HPVP Stores, Visakhapatnam, India basis.
- 2) **Price Evaluation:** Price shall be considered on Landed Cost basis (Total cost to BHEL). Landed cost shall be worked out on price quoted including Quantity, P&F charges, Testing & Inspection charges, Freight, Transit Insurance, Loadings on Deviations, Customs duty, loading as per customs notifications, GST after taking out Input Tax Credit as applicable. **The Price comparative statement shall be worked out on Package wise overall Landed cost basis (Total cost to BHEL).**
- 3) The Comparative Statement of the price prepared on the reference date shall remain firm throughout the execution period. Any change in duty & tax structure during execution of the contract will not be considered for re-ranking of vendors.
- 4) The lowest price received against the above Tender need not be commercially lowest price & BHEL-HPVP, VSP - 12 reserves the right to NEGOTIATE the same.
- 5) BHEL-HPVP, reserves the right / option to REFLOAT the Tender if price is not the lowest acceptable price to BHEL-HPVP.
- 6) **TDC & PQC:** The material shall be as per TDC No: RD-TDC-CHX-FOIL Rev 03 Dated 14.06.2023 and Annexure 1(Other terms & Conditions) and Aerospace Material Specification: AMS 5512L & Technical Specification Annexure 'B' and Enquiry terms & Conditions.
- 7) **Delivery Period:** Desired Delivery period is 05(Five) weeks from the date of PO.
- 8) **Payment Terms:** Payment for Indigenous vendor will be made within 45 days for MSE bidders, within 60 days for Medium Enterprises and within 90 days for Non- MSME bidders from the date of receipt and acceptance of material. If the offer is not in line with the same, the following loading criteria will be adopted for evaluation (Offer with Payment Term as Payment against Proforma Invoice shall be rejected).

Payment term Foreign Vendor is 100% payment on CAD basis within 45 days from the date of receipt of documents, specified in the PO, at BHEL Bank. Respective bank charges to respective account. Any deviation in the above payment term will attract loading as mentioned below.

Loading Criteria for Payment Terms: Vendor should accept the payment terms specified above. However, for any deviation to the payment terms offered with reference to the above criterion will be loaded with prime lending rate of SBI prevailing on date of opening of Techno-Commercial & Unpriced bid + 6%, which shall be computed for the differential period between BHEL Visakhapatnam terms of payment and the offered basic price.

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Heavy Plates & Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-2881312

E-mail : jcsinh@bhel.in

HPVP, Visakhapatnam

- 9) Please submit your quotation in TWO PART BID (PART I- Techno Commercial & Unpriced Bid, PART II – Priced/Financial Bid).

The tender completed in all respects **shall be submitted through email latest by 14.00 Hrs. (IST) on the due date** duly mentioning the tender number, description and date in the subject.

Part-I: Techno-Commercial Bid along with unpriced copy of Price schedule shall be submitted to email id: technicalbid-hpvp@bhel.in duly mentioning the tender number, description and date in the subject.

Part-II: Priced Bid shall be submitted to email id: pricebid-hpvp@bhel.in duly mentioning the tender number, description and date in the subject.

Note: Do not mark cc/bcc while submitting your offer else your offer will not be delivered to above mentioned email address.

BHEL-HPVP is not responsible for any delays in submission of offers. Offers received in any other form will not be accepted.

- 10) Offer validity should be 90 days from tender opening date.

- 11) HPVP- BHEL reserves the right to increase/ decrease the qty.

- 12) Supplier should confirm the acceptance for Part order quantity.

- 13) **TECHNICAL PART (For Foreign Vendors) Part I:** This part shall include / indicate the following:

- 13.1 Offer should contain complete scope of supply with all technical details (Annexure 'B'), specifications, delivery and other commercial terms and conditions.

- 13.2 Relevant catalogue if any is to be attached.

- 13.3 Information on shipping weight and cubage (length, width & height) to be provided.

- 14 **UN-PRICED & COMMERCIAL (For Foreign Vendors) Part I:** This part shall include / indicate the following.

- 14.1 Port of shipment / Station of dispatch

- 14.2 Terms of payment

- 14.3 FCA price along with freight charges up to Chennai/Mumbai Sea Port/Airport.

- 14.4 Taxes & duties including Cess applicable.

- 14.5 Delivery Schedule.

- 14.6 Filled-in relevant Commercial Terms & Conditions- Annexure 'A1' and Special Terms & Conditions to be enclosed.

- 14.7 Offer validity

- 14.8 Country of origin

- 14.9 The FCA/CFR Prices quoted shall include the agency commission if any.

- 15) TECHNICAL PART (For Indigenous Vendors) Part I:** This part shall include / indicate the following:

- 15.1 Offer should contain complete scope of supply with all technical details (Annexure 'B'), specifications, delivery and other commercial terms and conditions.

- 15.2 Relevant catalogue if any is to be attached.

- 16 **UN-PRICED & COMMERCIAL (For Indigenous Vendors) Part I:** This part shall include / indicate the following.

- 16.1 Filled-in relevant Commercial Terms & Conditions- Annexure 'A2' and Signed copy of Special Terms & Conditions to be enclosed.

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Heavy Plates & Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-2881312

E-mail : jcsinh@bhel.in

HPVP, Visakhapatnam

16.2 In case of Import of material from foreign manufacturer, details of foreign manufacturer may be given.

17 **PRICED/FINANCIAL BID (Part II):** A copy of "Priced/Financial Bid"

18 **Bid Opening:**

19 Techno-commercial Bids will be opened on **due date at 14.00 Hrs.** The price bid of the technically qualified bidders will also be opened later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time.

20 Inspection of material by BHEL HPVP on receipt of materials at our Stores or by BHEL approved inspection agency & rejected material if any is to be replaced within one week. **Refer TDC for inspection terms.**

21 **Liquidated Damages:** Liquidated Damages shall be at the rate of 0.5% of the undelivered quantity per week of delay or part thereof subject to maximum of 10% of the total order value. The date of Bill of Lading (B/L) shall be considered for LD calculation purpose for Foreign Vendors. LD shall be reckoned from the date of LR/Invoice whichever is later for Indigenous Vendors. LD/Penalty will be charged on the value of the purchase order excluding statutory levies, freight and insurance wherever not included in the price. (In case of LD, applicable GST will also be recovered).

Loading Criteria for LD: Any deviation from above LD Clause to the extent for which LD is not agreed by the vendor i.e., differential % value will be loaded on basic price, e.g. If some vendor agrees for say maximum of 4% LD then his price will be loaded by 6% (10 – 4) of his quoted basic price.

22 **Risk purchase:** The delivery period stated shall be realistic and shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller, which shall be recovered from them out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall be required to be deposited by the vendor.

23 **Arbitration:** Notwithstanding anything contained in any document whatsoever, all questions, matters, disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by Head of the Unit, BHEL, HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by Head of the Unit as aforesaid. The arbitrator shall give his reasoned award. It is a term of this contract that no person other than a person appointed by such Head of the Unit as aforesaid, shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The venue of arbitration shall be such place as may be Fixed by the arbitrator at his sole discretion. The award of arbitrator shall be final, conclusive binding on all the parties to the contract.

24 **Jurisdiction:** The delivery period stated shall be realistic and shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller, which shall be recovered from them out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall be required to be deposited by the vendor.

25 **Rejection Replacement:** Rejected material, if any, after receipt of material at our end, shall be replaced by you immediately free of cost and also on freight paid basis.

26 **Force Majeure:** The supplier shall not be considered in default if delay occurs due to causes beyond his control such as Acts Of God, Natural Calamities, Fire, Frost, Flood, Civil War, Strikes, Civil

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Heavy Plates & Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-2881312

E-mail : jcsinh@bhel.in

HPVP, Visakhapatnam

Commotion, Riot, Government Restrictions, Lockout that are not in control of supplier or Acts Of Unsurpassed Power. Only those causes that have duration of more than seven days shall be considered cause of force/ calendar/ majeure. Notification to this effect duly certified by local chamber of commerce/ statutory authorities shall be given by the supplier to BHEL by registered letter. In the event of delay to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled in mutual consent with vendor. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and delivery back any material issued to him by BHEL and release facilities, if any, provided by BHEL.

27 SPECIAL PROVISION FOR MICRO AND SMALL ENTERPRISES (MSE) for Indigenous vendors only:

- i) As per the public procurement policy notified by the Central Government ,Micro & small Enterprises (MSE) participating in the tender , quoting Price within Price band of L1 + 15 % will be allowed to supply a portion of requirement subject to acceptance of L1 price in a situation where L1 price is from someone other than a Micro & small enterprise & such Micro and small Enterprise shall be allowed to supply up to 25% of Quantity .In case of more than one such MSE, the supply shall be shared proportionately.
- ii) 25% of the tendered quantity is earmarked for MSE suppliers in this tender.
- iii) Special provision for Micro and Small Enterprises owned by SC or ST or Women:
- iv) Out of 25% tendered quantity reserved for MSE suppliers,4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.
- v) Special provision for Micro and Small Enterprises owned by Women:
Out of 25% tendered quantity reserved for MSE suppliers, 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs.
- vi) MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five Years from the date of issue of acknowledgement in EM-II) OR valid NSIC certificate OR EM II certificate along with attested Copy of a CA certificate (Format enclosed as per Annexure – C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year(latest audited), Date to be reckoned for determining the deemed validity will be the date of bid opening(Part 1 in case of two part bid) . Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Heavy Plates & Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-2881312

E-mail : jcsinh@bhel.in

HPVP, Visakhapatnam

- vii) All Micro and Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum shall also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSE), order 2012.

28) Vendor shall submit Categorical Confirmation on relevant Commercial Terms and Conditions as per Annexure 'A' or Annexure 'B' enclosed to the Enquiry. **Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.**

29) Reverse Auction: "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com)."

Follow the below link for Abridged version of Guidelines for Reverse Auction-2016

http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf

30) GST Tax Clause:

The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.

The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Plates and Vessels Plant, Visakhapatnam is "37AAACB4146P7Z8" with state Code as "37" and State Name as "Andhra Pradesh".

No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.

Supplier shall mention their GSTIN registration number (GSTIN) in all their invoices and invoices shall be in the format as specified/prescribed under GST Laws. Invoices shall necessarily contain invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no commercial invoice no etc., then the invoice No which is linked/uploaded in GSTN Network shall be

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Heavy Plates & Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-2881312

E-mail : jcsinh@bhel.in

HPVP, Visakhapatnam

clearly indicated), item description as per PO'Quantity Rate, Value, applicable taxes with nomenclature (like IGST , SGST , CGST & UTGST) separately, HSN/ SAC Code, etc.

All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

The bidder shall clearly indicate HSN (Harmonized System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in his techno-commercial bid.

In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.

In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL.

Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-HPVP due to fault / noncompliance by the vendor will be to the vendor's account.

31) Packing: Equipment shall be packed as per the requirements of Roadworthy.

32) Discrepancy in "Words" & "Figures":

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

33) Linking up of Old issues: In case if you have any outstanding problems with earlier supplies, you should not linkup against this enquiry or PO at later stages.

34) No overdue interest will be payable by BHEL to either supplier or his bankers.

35) All Bank Charges to Vendor account only.

36) 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."

37) The offers of the bidders who are under suspension as also the offers of the bidders, who engage the service of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

- a) Integrity commitment, performance of the contract and punitive action thereof:

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Heavy Plates & Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-2881312

E-mail : jcsinh@bhel.in

HPVP, Visakhapatnam

- b) Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- c) Commitment by Bidder/ Supplier/ Contractor:
 - i. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
 - ii. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
 - iii. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.

38) For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable.

***(To be submitted In the company letter head by supplier)**

Subject: Public Procurement (Preference to Make In india)

References:

- 1.P-45021/2/2017-B.E-II dated. 15th June-2017,
- 2.P-45021/2/2017-PP(BE-II) dated. 28th May-2018 ,
- 3.P-45021/2/2017-PP(BE-II) dated. 29th May-2019.
- 4.P-45021/2/2017-PP(BE-II) dated.4th June-2020

We hereby declare with reference to above subject and references that
M/s ----- (Tick whichever is applicable as below)

"Class-I local supplier" meeting the requirement of minimum local content equal to 50%(fifty percent) or more defined in the above government notification for the goods and services (or)

"Class-II local Supplier" meeting the requirement of local content 20% to less than 50%(fifty percent) defined in the above government notification for the goods and services

Please mention the details against the following:

Enquiry no:----- dated. -----

Type of Supplier (Class-I/Class-II)

Product:-----

Project:.....

Details of location at which local value addition will be made is as follows:

We also understand that the false declarations will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General financial rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signature M/s-----
(Signature and seal)

Place:.....

Date:.....

410208/2021/BAP-9750_ELEC***(To be submitted In the company letter head by supplier)**

From.

M/s _____

Address: _____

I/we are bidder from _____ (country). We does not belong to any of the below category mentioned.

1. Any of entity/office/workshop of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
2. Any of subsidiary of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
3. Any of entity/office/workshop of your organisation/incorporation, controlled in a country sharing land border with India, If yes, provide the full address of all such locations.
4. Any of entity whose beneficial owner is situated in a country sharing land border with India, If yes, provide the full name, address of all such locations.
5. Any Indian Agent available, If so, Provide details of address and contacts.
6. Any employee/directors who is/are citizen of country sharing land border with India, If yes, provide the full name, employee code and address of all such locations.
7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

Meaning of beneficial owner

- 1) In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a) Controlling ownership interest means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
- b) "control" shall include the right to appoint majority of the directors or to control the management rights or shareholder's agreement or voting agreement.

- 2) In case or a partnership firm the beneficial owner is the natural person (s) who whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of capital or profits of the partnership.
- 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.
- 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- 5) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust and any other natural person exercising the ultimate effective control over the trust through a chain of control of ownership.
- 6) An agent is a person employed to do any act for another, or to represent another in dealing with third person.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, we hereby declare that we do not belongs to any such country and are eligible to be considered.

In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per law.

Format is being filled without altering any of the clause mentioned in the given format**

Dated: _____

Authorised Sign and stamp_____