

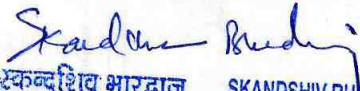
ANNEXURE-2

**GENERAL TERMS AND CONDITIONS OF OPEN TENDER 201603001 / NIT_29551 FOR
FRAMEWORK AGREEMENT OF EXTRUDED ALUMINIUM PRODUCTS**

SI No.	BHEL REQUIREMENTS	BIDDER TO CONFIRM/SPECIFY
2.0	<u>Scope:</u> Scope of supplier shall include design, manufacture, supply, testing, inspection as per specification and delivery as per Purchase order.	
2.1	<u>Material Specification, Size and Quantity:</u> Supply shall be made strictly as per specification mentioned in tender enquiry. Offer submitted by bidder should be complete in all respect. BHEL may consider some deviation on exceptional basis only. Any deviation if taken to be indicated clearly in Techno-commercial bid (Part-1) itself.	
2.2	<u>Delivery Period for Supply:</u> Quantity indicated in NIT is envisaged for one-year requirement. BHEL shall place several purchase orders for smaller quantities periodically against Framework Agreement finalized against subject NIT . Bidder to clearly indicate DELIVERY PERIOD IN NUMBER OF WEEKS from the date of individual Purchase Order placed against Framework Agreement. BHEL requires delivery for a quantity up to 100 MT within 04-06 weeks after PO placement and then up to 100 MT per month(04 weeks) for PO quantity in excess of 100 MT.	
2.3	<u>Loading for deviation in Delivery Period:</u> In case of quoted delivery period being longer than the delivery period 04-06 weeks from the date of PO as specified in tender and also being accepted by BHEL, a loading of 0.5% per week of total order value shall be done for which relaxation sought. However, Offers quoting delivery period longer than 08-10 weeks from the date of Purchase order may be liable for rejection.	
2.4	supplier must quote the price considering base price of Aluminium ingot IC20(NALCO circular w.e.f.01.07.2016) at Rs.135.70/- per kg minus flat discount of Rs.7.0/- per kg as details mentioned in PVC clause no.2.9 using formula: "Price Per Kg = Base Price (Rs. 135.70/-) + conversion cost i.e. cost of conversion of raw material to finished goods - flat discount(Rs.7.0/-)".	

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Supplier must submit duly filled, signed and sealed Annexures 1 & 2 with the techno-commercial bid of offer through EPS portal <https://bheleps.buyjunction.in/>. Supplier must clearly reply all queries. Vague, incomplete details may lead the offer for rejection.


 स्कान्दशिव भारद्वाज SKANDSHIV BHARDWAJ
 वरिष्ठ अभियंता (सामग्री प्रबन्धन) Sr. Engineer (M.M.)
 बी.एच.ई.एल., रुद्रपुर B.H.E.L., Rudrapur
 उत्तराखण्ड - 263153 Uttarakhand-263153

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2.5	<u>Terms of Delivery:</u> A. <u>For Indigenous Suppliers:</u> Bidders should submit their offer on Free On Road (F.O.R.) BHEL Stores, Rudrapur basis. The quoted price should be inclusive of all charges, including testing, packing, inspection etc. For F.O.R. destination quote, basic rate and freight is to be mentioned separately. However, BHEL reserves the right to finalize Frame-work Agreement on Ex-works basis or FOR basis. B. <u>For Imports/Foreign Suppliers:</u> Suppliers to quote their rates on CFR Mumbai Port basis. Breakup of basic price(FOB) and Sea-freight is to be given. BHEL reserve the right to place order on either Free on Board (FOB) or Cost & Freight (CFR) basis. Incoterms 2010 shall be applicable. The quoted price should be inclusive of all charges, including testing, packing & forwarding, TPI inspection etc.	
2.6	<u>Liquidated Damages (LD):</u> In case of delay in delivery, a penalty of 0.5% per week, maximum up to 10% of total order value including PVC on delayed portion shall be applicable. In case of quoting any deviation from the above LD clause, the offer shall be loaded in comparison statement for un-accepted portion of LD, maximum up to 10% of basic value. For import, B/L date shall be taken in to consideration for LD calculation.	

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2.7	Payment Term: For Indigenous Suppliers: i) BHEL Payment term is 100% direct EFT payment within 45 days from the date of receipt and acceptance of materials at BHEL Stores. ii) Any deviation in the above payment term will attract loading at the rate of "[Base rate i.e. Prime Lending Rate of State Bank of India (as applicable on the date of techno-commercial bids opening) + 6%]" for the period of relaxation sought by bidders. iii) Payment through Bank/Usance LC is not preferred. In case of such option being insisted by supplier, material has to be door-delivered at BHEL Rudrapur by supplier with consignee copy without any pre-condition and documents with copy of LR/GR to be submitted to bank and shall be discounted through Bank by BHEL within 45 days from the date of receipt and acceptance of material. In this case additional loading of 1.5% will be applicable on the offered value. For Import/foreign Suppliers: iv) BHEL Payment term is 100% payment on Cash Against Document (CAD) basis within 45 days from the date of receipt of documents, specified in PO, at BHEL bank. v) Any deviation in the above payment term will attract loading at the rate of "[Base rate i.e. Prime Lending rate of State Bank of India (as applicable on the date of techno-commercial bids opening) + 6%]" shall be considered for loading for the period of relaxation sought by bidders. vi) Offer quoting payment through "Confirmed Letter of Credit(LC)", "Letter of Credit(LC) at sight" and "Cash Against Document (CAD) on Sight" shall be liable for rejection. vii) In case of Usance LC of 45 days, the loading will be considered @1.5% on the offered value. viii) Incidental charges for port handling etc. shall be 1.5%. ix) Offer quoting Advance Payment and payment through Letter of Credit(LC) at sight, through Cheques and Demand Drafts etc. shall be liable for rejection. x) Respective bank charges to respective account.	

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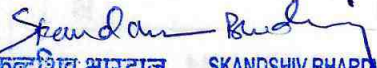
Skandshiv Bhargava
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 वरिष्ठ अभियंता (सामग्री प्रबन्धन)
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SKANDSHIV BHARDWAJ
 Sr. Engineer (M.M.)
 B.H.E.L., Rudrapur
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Sl No.	BHEL REQUIREMENTS	BIDDER TO CONFIRM/SPECIFY
2.8	IN CASE OF LC PAYMENT, SUPPLIER SHALL INTIMATE BHEL FOR LC OPENING 02 WEEKS BEFORE MATERIAL READINESS. ON GETTING INTIMATION BHEL SHALL OPEN LC BY 01 - 02 WEEKS BEFORE MATERIAL READINESS AND VALID UP TO PO DELIVERY DATE. LC WILL NOT BE OPENED ALONG WITH PO WITHOUT CONFIRMATION OF MATERIAL READINESS FROM SUPPLIER. However, LC draft may be finalized with supplier in advance.	
2.9	Price Variation Clause (PVC): Price Variation Clause shall be based on price of Aluminium Ingot IC20 mentioned in (National Aluminium Corporation) NALCO's >> Business >> Prices "Price Circular Of Aluminium Metal For Sale In Domestic Market" (Circular can be currently accessed through http://www.nalcoindia.com/price/Ingot.pdf) MINUS flat discount indicated in circular(attached) "Existing Discount Structure For Various Products For Sale Of Metal In Domestic Market" for Ingots(circular can assessed through http://www.nalcoindia.com/price/Disc%20Str%20for%20webs%20ite%20updated.pdf) on the date of dispatch. BASE PRICE IS BASED ON PRICE OF ALUMINIUM INGOT IC20 INDICATED IN ABOVE-MENTIONED CIRCULARS W.E.F. 01.07.2016. THUS BASE PRICE IS RS.135.70/- PER KG MINUS FLAT DISCOUNT OF RS.7.0/- PER KG I.E. EFFECTIVE BASE PRICE IS RS.128.70/- PER KG. "PRICE AFTER PVC = NALCO BASE PRICE PREVAILING ON THE DATE OF DISPATCH + CONVERSION COST – FLAT DISCOUNT PREVAILING ON THE DATE OF DISPATCH". In case of delay in delivery due to reasons not attributable to BHEL, the PVC shall be restricted to the purchase order delivery date or the actual dispatch date whichever is advantageous to BHEL. In case PO delivery date is extended by BHEL, the PVC shall be applicable for the extended delivery date. For foreign supplier's PVC, conversion rate for USD/EURO to Indian Currency Rupees shall be considered based on SBI TT Selling rate prevailing on the date of dispatch.	

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 वरिष्ठ अभियंता (सामग्री प्रबन्धन) Sr. Engineer (M.M)
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2.10	All Indigenous OEMs/Suppliers must quote rate in Indian Currency (Rupees) only , otherwise offer shall be liable for rejection.	
2.11	For foreign principal/OEM quoting rate in convertible foreign currency like USD/EURO etc., conversion rate (SBI TT selling rate) prevailing on the date of techno-commercial bid(Part-1) opening shall be considered for making comparison statement after price bids opening.	
2.12	Reverse Auction: BHEL reserves the right to go for Reverse Auction(RA) instead of opening the sealed envelope Price bid, submitted by 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 may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "Online sealed bid" in the Reverse Action. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Information and General Terms & Conditions governing RA shall form part of the Tender enquiry. Common Guidelines for conducting Reverse Auction, are available at 'Supplier Registration' page & 'Tender Notifications' page on BHEL website (www.bhel.com).	

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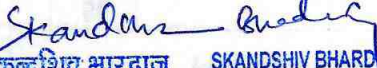

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 वरिष्ठ अभियंता (सामग्री प्रबंधन)
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2.13	Unsolicited revision of price shall NOT be considered after tender submission. In case of supplier insisting for submission of unsolicited revision of price after tender submission at any stage, offer shall be liable for rejection.	
2.14	<u>TENDER EVALUATION AND AWARD OF CONTRACT:</u> Contract shall be awarded to techno-commercially qualified L-1 bidder(s) solely on the basis of quoting LOWEST "Total Landed Cost to BHEL Rudrapur" in Indian rupees in comparison sheet prepared on FOR/CFR rate basis. Total Cost to BHEL (In INR) = (CFR/FOR Price + All Taxes/Duties + Other lump sum charges quoted by bidder) + (Loading in-lieu of deviations and other charges etc, if any) – (MODVAT/CENVAT credit, if applicable). RANKING (L-1, L-2 etc.) IN SUBJECT TENDER SHALL BE DECIDED CONSIDERING FREE ON ROAD(FOR) RATE AND CFR RATE.	
2.15	BHEL may negotiate with L-1 bidder or re-float the tender in case received L-1 rate is not found reasonable or acceptable to BHEL inter-alia other reasons.	
2.16	Order Splitting: BHEL intends to split the total order quantity among two suppliers i.e. L-1 bidder and other two bidders in the ratio of 75%:25% provided one other bidder meets the final rate offered by L-1 bidder and accepted by BHEL. L-1 rate for each item shall be counter-offered to "N-1" bidders out of total "N" techno-commercially qualified bidders according to their ranking in comparison statement i.e. L-2, L-3 etc respectively. In case of non-acceptance of counter-offer by any bidder, counter-offer shall be extended to next bidder in ranking. In case of non-acceptance of counter-offer of L-1 rate by all supplier other than L-1 bidder, whole quantity shall be awarded to L-1 bidder.	

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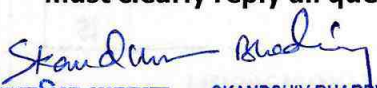

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2.17	<u>Risk Purchase Clause:</u> If the supplier fails to deliver the whole or any part of the goods within the stipulated delivery period mentioned in the Purchase order, BHEL shall be entitled to terminate the contract and to purchase the same or the best and the nearest available substitute from elsewhere at the risk and cost of the seller either the whole or any part of the goods. In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection.	
2.18	<u>Pre-Despatch Inspection(PDI):</u> A. For Indigenous Suppliers: Pre-dispatch Inspection may be carried out by BHEL/BHEL authorized TPIA(Third Party Inspection Agency). Supplier shall intimate BHEL about material readiness well in advance (at least 02 weeks before) for enabling BHEL to conduct pre-dispatch inspection. However, material shall be accepted after final inspection by BHEL at BHEL Rudrapur and availability of all relevant documents like Excise Invoice, Material Test Certificate, Packing list etc. A loading of 0.02% of quoted FOR rate shall be done. B. For Foreign Suppliers: Foreign Principle / Manufacturer shall get the pre-despatch inspection done and also provide Material Test Certificate(MTC) in ENGLISH LANGUAGE duly counter-signed by anyone of TPIAs LLOYDS REGISTER VERIFICATION / LLOYDS REGISTER ASIA / TUV-NORD / TUV-SUD / BUREAU-VERITAS / QUEST / SGS / INTERTEK INSPECTION before dispatch of materials. All charges of TPIA shall be borne by Supplier. Supplier must take prior approval from BHEL for any other TPIA not indicated above.	
2.19	<u>Mill Test Certificate:</u> Original Mill Test Certificate in English Language indicating relevant information like Specification/grade, Melt No./Heat No., chemical composition, Mechanical properties, electrical properties etc. is to be submitted along with supply. Format of test certificates shall be approved by BHEL before pre-despatch inspection.	

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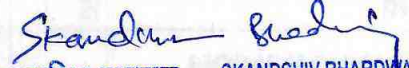
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2.20	<u>Dispatch Documents for Foreign Supplier:</u> Foreign supplier/Principle must present following documents in ENGLISH LANGUAGE against LC/CAD within 15 days after dispatch of material: A. Full set of original bill of lading marked "freight to pay" and notify party Bharat Heavy Electricals Ltd, Component Fabrication Plant, Rudrapur in 3 originals + 3 non-negotiable copies with a demurrage free period of 14 days. B. Signed commercial invoice in 3 original + 3 copies. C. Packing list in 3 original + 3 copies. D. Certificate of origin in 3 original + 3 copies. E. Guarantee/warrantee certificate in 3 original + 3 copies. F. Mill Test certificate counter-signed by BHEL approved TPI in 3 original + 3 copies. G. Certificate issued by BHEL certifying that Mill Test certificate mentioned above in sl no. F has been reviewed and accepted by BHEL. H. Beneficiary certificate certifying that full shipment details have been sent to applicant by e-mail (exact e-mail id to be indicated in LC) within 07 working days from shipment date in order to cover insurance by BHEL. I. Beneficiary's certificate certifying that one set of non-negotiable documents has been sent by courier within 15 days of dispatch to: a) Port Consignee: DGM (MS), Bharat Heavy Electricals Limited, Regional Operations Division, World Trade Centre, 14th Floor, Tower-I, Cuffe Parade, Mumbai – 400 005 (India). b) DGM (MM), Bharat Heavy Electricals Limited, Component Fabrication Plant, Kiccha Bye-Pass Road, Rudrapur – 263153 (India). BHEL PO NO. MUST BE MENTIONED ON ALL DOCUMENTS.	

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2.21	Foreign Supplier has 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 avoid demurrage charges that may arise in case of delayed presentation of documents by the seller. In case of any demurrage charges being incurred by BHEL due to delay of submission of documents or any other reason attributable to supplier, Supplier shall bear all such demurrage charges.	
2.22	Dispatch Documents for Indigenous Supplier: One set of following documents having BHEL PO No. mentioned shall be sent directly to the MM Department of BHEL Rudrapur immediately after dispatch. 1. Excise Invoice copy 2. Copy of Lorry receipt/Goods receipt 3. Mill Test Certificate 4. TPIA inspection report (if PDI done) 5. Packing list 6. Guarantee Certificate	
2.23	Identification & Marking: Suitable identification & marking of Batch No./Heat No. etc. shall be done on materials by Supplier for ease of traceability.	
2.24	Transit Insurance: Supplier must insure the material for risks during transportation at their cost and is not payable by BHEL.	
2.25	Contract Execution Bank Guarantee(CEBG): The successful bidder, in the event of an order, must furnish a bank Guarantee within 02 weeks from the date of contract/PO for an amount equivalent to 5% of the contract/PO value from BHEL's consortium banks (List attached) or counter-guarantee by vendor's bank to BHEL's consortium banks, at no extra cost to BHEL, in a pro-forma prescribed by BHEL (CEBG format attached). The BG shall be valid for period covering delivery period of contract/PO, with a further claim period of three months. In case of non-acceptance of furnishing BG, offer shall be loaded for non-accepted portion of BG.	

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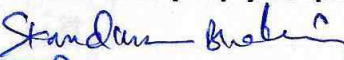
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2.26	Manufacturer must provide the detailed flow-chart of manufacturing starting from raw material to final product indicating all intermediate processes. Supplier must also indicate whether the process shall be done in-house / outsourced?	
2.27	Indian Agents commission: In respect of offers from foreign/overseas suppliers, agency commission, if any, payable to their agents in India, shall invariable be shown separately in the Performa invoice and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract. If overseas principal has any tie-up with any third party in respect of agency commission it should be declared while submitting offers. Copies of current agency agreement / authorization letter in respect of agency commission shall be furnished along with offer. For calculation of rupee equivalent agency commission, exchange rate as prevailing on the date of Techno-commercial bid(Part-1) will be taken.	
2.28	Independent External Monitor(IEM): This tender shall be monitored by an IEM. Please refer Section-8 of the Integrity Pact(IP) for Role and Responsibilities of Independent External Monitor (IEMs). In case of any complaint arising out of the tendering processes, the matter may be referred to the IEM mentioned below. No routine correspondence shall be addressed to the IEM(Phone/email/post) 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. <u>Details of IEM of this tender is as below:</u> Name: Mrs. Pravin Tripathi, IA&AS(Retd.) Address: D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110068 Email: pravin.tripathi@gmail.com	

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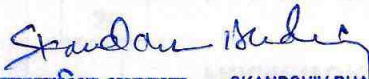
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बी.एच.ई.एल., रुद्रपुर B.H.E.L., Rudrapur
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2.29	<u>Offer Submission:</u> Offer must be submitted in Two-part bids i.e. techno-commercial bid(Part-1) & Price bid(part-2) through BHEL EPS Portal https://bheleps.buyjunction.in/. Offer received through any other mode like postal, courier etc. shall not be entertained. Supplier may visit BHEL EPS Portal to get further details. Offer can be submitted within 2.00 PM (GMT+5.30) on or before due date. After due date/time, no offer can be submitted on EPS portal.	
2.30	<u>Offer Validity:</u> Offer validity of 60 days is required after Price bids opening/Reverse auction. In case of shorter validity period quoted by supplier, offer shall be liable for rejection.	
2.31	Supplier must not indicate price anywhere other than price bid in EPS portal. Supplier must not attach any attachment/file with price bid(Part-2). No cognizance of any attachment/file in price bid shall be taken. Price entered by typing in EPS portal shall only be considered.	
2.32	MSE bidders are encouraged by BHEL and shall be facilitated as per attached Annexure-3. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of valid MSE certificate like EM-II certificate or NSIC certificate or any other relevant certificate provided by any other body specified by Ministry of MSME, GoI under Public Procurement Policy along with attested copy of a Chartered Accountants certificate not older than one financial year (Format enclosed at Annexure-4). 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 are not submitted before price bid opening/reverse auction. 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.	

Supplier must submit duly filled, signed and sealed Annexures 1 & 2 with the techno-commercial bid of offer through EPS portal <https://bheleps.buyjunction.in/>. Supplier must clearly reply all queries. Vague, incomplete details may lead the offer for rejection.

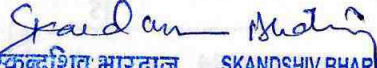

 स्कन्दशिव भारद्वाज
 वरिष्ठ अभियंता (सामग्री प्रबंधन)
 बी.एच.ई.एल., रुद्रपुर
 उत्तराखण्ड - 263153

SKANDSHIV BHARDWAJ
 Sr. Engineer (M.M.)
 B.H.E.L., Rudrapur
 Uttarakhand-263153

**GENERAL TERMS AND CONDITIONS OF OPEN TENDER 201603001 / NIT_29551 FOR
FRAMEWORK AGREEMENT OF EXTRUDED ALUMINIUM PRODUCTS**

SI No.	BHEL REQUIREMENTS	BIDDER TO CONFIRM/SPECIFY
2.33	<u>Tender Opening:</u> First, techno-commercial bids of all offers received on or before due date & time shall be opened on due date & time 15.00 hrs. After this, BHEL shall go for price bids opening or reverse auction with techno-commercially qualified bidders only.	
2.34	<u>Corrigendum/Addendum:</u> Any corrigendum/addendum related to this tender shall be updated on BHEL website www.bhel.com. Bidders are requested to regularly visit the BHEL website to keep themselves abreast with updates.	
2.35	<u>Supplier Registration:</u> New Supplier which is not registered with BHEL CFP Rudrapur unit shall submit Supplier registration Form through online portal https://supplier.bhel.in/ to get registered with BHEL Rudrapur before Price bid opening/Reverse Auction. There are separate forms for indigenous and foreign suppliers.	
2.36	<u>Framework Agreement:</u> After finalization of this tender, BHEL shall enter into Framework Agreement with successful bidders. Framework Agreement shall be valid for the quantity mentioned in NIT and for one-year period. Further extension of validity period may be done on mutual consent of parties. However, finalization & signing of Framework Agreement does not entitle any bidder to any firm order. BHEL shall place purchase order(s) periodically in line with Framework Agreement as per BHEL's requirement.	
2.37	OFFER RECEIVED IN SINGLE-PART BID OR MENTIONING PRICE IN TECHNO-COMMERCIAL BIDS SHALL BE LIABLE FOR REJECTION.	

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 स्कन्दशिव भारद्वाज SKANDSHIV BHARDWAJ
 वरिष्ठ अभियंता (सामग्री प्रबन्धन) Sr. Engineer (M.M.)
 बी.एच.ई.एल., रुद्रपुर B.H.E.L., Rudrapur
 उत्तराखण्ड - 263153 Uttarakhand-263153

**GENERAL TERMS AND CONDITIONS OF OPEN TENDER 201603001 / NIT_29551 FOR
FRAMEWORK AGREEMENT OF EXTRUDED ALUMINIUM PRODUCTS**

SI No.	BHEL REQUIREMENTS	BIDDER TO CONFIRM/SPECIFY
2.38	No overdue interest shall be payable by BHEL.	
2.39	Any documents required due to BHEL/Govt guidelines like Income tax clearance, registration documents of company, copy of PAN Card of company, Authorization letter etc. must be furnished by Bidder.	
2.40	Quantity Tolerance in PO shall be +/- 10%.	
2.41	<u>Cancellation of PO/Contract:</u> In the event of non-performance of the contract by the supplier, BHEL reserves the right to cancel the purchase order with issue of a written notice through e-mail/postal etc. BHEL would provide a curing period of not more than 30 days for the supplier to rectify the situation. If situation is not rectified within notice period after issue of notice, BHEL shall be free to execute Risk purchase in addition to invoking of CEBG and other legal remedies.	
2.42	Action shall be taken as per extant BHEL "Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016" against Supplier as well their agents who either fail to perform or are in default without any reasonable cause like force majeure, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding processor influence the price, tempering with tender process etc. Further details in this regard can be accessed through BHEL website www.bhel.com	
2.43	<u>Approval of Drawing:</u> On receipt of PO, supplier shall submit all the drawing in English Language of Aluminium extruded products within a week of PO placement and get it approved by BHEL before manufacturing.	

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Skandshiv Bhardwaj
 स्कन्दशिव भारद्वाज
 वरिष्ठ अभियंता (सामग्री प्रबन्धन)
 बी.एच.ई.एल., रुद्रपुर
 उत्तराखण्ड - 263153

SKANDSHIV BHARDWAJ
 Sr. Engineer (M.M.)
 B.H.E.L., Rudrapur
 Uttarakhand-263153

ANNEXURE-2

**GENERAL TERMS AND CONDITIONS OF OPEN TENDER 201603001 / NIT_29551 FOR
FRAMEWORK AGREEMENT OF EXTRUDED ALUMINIUM PRODUCTS**

SI No.	BHEL REQUIREMENTS	BIDDER TO CONFIRM/SPECIFY
2.44	<u>Jurisdiction:</u> Suits or any matter arising out of the PO shall be settled in Rudrapur, Uttarakhand, India courts.	
2.45	<u>For any other clarifications etc., Supplier may contact BHEL at following Address:</u> Bharat Heavy Electricals Ltd Component Fabrication Plant Materials Management Department Kiccha Bye-Pass Road, Rudrapur – 263153 (India) Ph No:05944 257 220 / 221 Emails: skandshiv@bhel.in; rksaxena@bhel.in Supplier must indicate Tender/Nit reference on all communications.	
2.46	<u>Contact Details of Original Manufacturer/Mill:</u> Name of Manufacturer/Mill: Address: Name/Designation of dealing Person: E-mail: Phone No:	
2.47	<u>Contact Details of Indian Agent (if Any):</u> Name of Indian Agent: Address: Name/Designation of dealing Person: E-mail: Phone No:	

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Skand Shiv Bhardwaj
 स्कन्दशिव भारद्वाज
 वरिष्ठ अभियंता (सामग्री प्रबन्धन)
 बी.एच.ई.एल., रुद्रपुर
 उत्तराखण्ड - 263153

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 Sr. Engineer (M.M.)
 B.H.E.L., Rudrapur
 Uttarakhand-263153