



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
HEAVY PLATES AND VESSELS PLANT
PURCHASE DEPARTMENT
VISAKHAPATNAM - 530012
ANDHRA PRADESH(INDIA)

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Contact Ph No :0891 6681312
Fax :0891-6681700
Email :govindarch@bhel.in
Web : hpvp.bhel.in

Enquiry No (Coll-No)	Enquiry Date	Due Date for Quotation
H241900015	20.12.2019	10.01.2020
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order. Bid should be submitted in two parts. 1.Techno-commercial bid (Part-I) and 2.Price bid(Part-II) in a separate sealed cover and both covers must be placed in a third cover and sealed. Our Enquiry No., Enq. date & Enq. Due date must be written on all three covers.		

Item	Description	Unit	Quantity	Delivery Quantity	Delivery Date
10	127 MM THICK AA6061-T6/T651 RND11AP00020 Size: (127-130)mm x 200 mm x 200 mm TDC: RD-TDC-PLT-AA6061-T6/T651.	NO	4.000	4.00	20.02.20

General Note:

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 item 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-PLT-AA6061-T6/T651 Rev 0 Dated 24.08.2019.
- 7) Delivery Period: Desired Delivery period is 30 days from the date of PO.
- 8) Payment Terms: Payment for Indigenous vendor will be made within 45 days 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).

The offers should reach us before 14.00 hrs on the due date of opening of the tender. The offers will be opened after 15.00 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**
साएच. गोविन्द
उप प्रबन्धक (एम्प्लोयी-रीक्रूटिंग)
Dy. MANAGER
बीएचईएल, एचपीवीपी, विशाखपट्टणम-530012
BHEL HPVP VISAKHAPATNAM-530012



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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.

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

The tender completed in all respects shall be submitted through Sealed Covers on or before the due date, duly mentioning the tender number, description and due date in the subject.

Part-I: Techno-Commercial Bid - Filled relevant Commercial Terms & Conditions Annexure A / B and Signed Copy of TDC along with unpriced copy of Price schedule shall be submitted duly mentioning the tender number, description and date in the subject.

Part-II: Priced Bid shall be submitted duly mentioning the tender number, description and date in the subject.

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 60 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, 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 UNPRICED & 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 Sea Port/Airport.

14.4 Taxes & duties including Cess applicable.

14.5 Delivery Schedule.

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Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED
सीएच. गोविंद राव CH. GOVINDA RAU
उप प्रबन्धक (पूरा निदेशीय विभाग)
Dy. MANAGER
डीएचईएल, एचपीवीपी, विशाखपट्टणम-530012
BHEL, HPVP, VISAKHAPATNAM-530012



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- 14.6 Filled in relevant Commercial Terms & Conditions B 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, specifications, delivery and other commercial terms and conditions.
- 15.2 Relevant catalogue if any is to be attached.
- 16 UNPRICED & COMMERCIAL (For Indigenous Vendors) Part I: This part shall include / indicate the following.
- 16.1 Filled in relevant Commercial Terms & Conditions A/B to be enclosed.
- 16.2 In case of Import of material from foreign manufacturer, details of foreign manufacturer may be given.
- 17 PRICED PART (Part II): A copy of "Priced 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.
- 21 Liquidated Damages: Liquidated Damages shall be at the rate of 0.5% of the total order value 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

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Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED
सा. गोविन्द रसोई
उप प्रबन्धक (एम्पी वी सीपीएस)
By MANAGER HPVP
गोविन्द रसोई, एम्पी वी पी, विशाखपट्टणम-530012
BHEL HPVP, VISAKHAPATNAM-530012



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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 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.

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For BHARAT HEAVY ELECTRICALS LIMITED

सी.एच. गोविन्द रॉय/CH. GOVINDA RAO

उप प्रबन्धक (एच.एच.पी.सी.पी.एस.)

Dy. MANAGER (H.P.V.P.)

बी.एच.ई.एल., एच.पी.वी.पी., वि.स.अ.प.ट.न.म. 530 012

BHEL, HPVP, VISAKHAPATNAM 530 012



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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.

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.

26) 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.

27) 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.

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For **BHARAT HEAVY ELECTRICALS LIMITED**
साधुच. गोविन्दच. GOVINDA RAO
उप प्रबन्धक (एच.पी.वी.सी.पी.एल.)
Dy. MANAGER (H.P.V.S.P.E.L.)
विशखपट्टनम, एन्डीपीपी, विशखपट्टनम-530012
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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

28) 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

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Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED

GOVINDA
BY MANAGER
BHEL HPVP VISAKHAPATNAM



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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 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.

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

30) 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.

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Dy. MANAGER
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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.

31) 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.

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

33) All Bank Charges to Vendor account only.

34) 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."

35) 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:

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

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For **BHARAT HEAVY ELECTRICALS LIMITED**

सं. एच. गोविंद अर्च/CH GOVINDA ARCH
उप प्रबन्धक
Dy. MANAGER (MP-CH)
बीएचईएल, एचपीवीपी, विशाखपट्टणम-530012
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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.

36) 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.

Enclosures:

ANNEXURE I (FOR MSE VENDORS), ANNEXURE A CTC FOR INDIGENOUS VENDORS, ANNEXURE B CTC FOR FOREIGN VENODRS AND TDC.

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सोएच. गोविंद
उप प्रबन्धक, भारत भारी विद्युत लि.
Dy. MANAGER (P.S.)
वीएचईएल, एचपीवीपी, विसाखपट्टणम-530012
BHEL HPVP VISAKHAPATNAM-530012

ANNEXURE I

SPECIAL PROVISION FOR MICRO AND SMALL ENTERPRISES (MSE):

Applicable for INDIAN Manufacturers 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:
Out of 25% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.
- iv) 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.
- v) 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.
- vi) 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.

CHECK LIST FOR COMMERCIAL TERMS AND CONDITIONS (For Indigenous Suppliers)
(To be filled in full and to be submitted along with offer)

ANNEXURE-A

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
1	PAYMENT (Clause No:8)	Payment term is 100% payment after 45 days from the date of receipt and acceptance of materials at BHEL-HPVP STORES. Note: Offers with Payment against Proforma Invoice/Advance payment/LC are liable to be rejected.	
2	DELIVERY PERIOD (Clause No: 7)	Indicate the Delivery period required in number of days from the date of Purchase Order. (Desired delivery period is 60 Days)	
3	DELIVERY BASIS	FOR - BHEL VISAKHAPATNAM BASIS	
4	PACKING & FORWARDING CHARGES	Please confirm whether included or not (if extra Please indicate)	
5	FREIGHT CHARGES	Please confirm whether included or not (if extra Please indicate)	
6	TRANSIT INSURANCE	Please confirm whether included or not (if extra Please indicate)	
7	GST (Clause No:28)	To be indicated by supplier (Indicate the HSN Code of the material)	%
8	OFFER VALIDITY	60 days from the date of Technical bid opening.	
9	PART QUANTITY/ PART ORDER	BHEL, HPVP reserves the right to Reduce/Increase the quantities mentioned in the enquiry. Vendor shall agree to accept Item wise order/ Part Quantity of each item/ Part Order.	
10	L.D.CLAUSE (Clause No:20)	Liquidated Damages shall be at the rate of 0.5% of the total order value per week of delay or part thereof subject to maximum of 10% of the total order value. LD shall be reckoned from the date of LR/Invoice whichever is later. 1) (In case of LD, applicable GST will also be recovered).	
11	ARBITRATION (Clause No:22)	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.	

CHECK LIST FOR COMMERCIAL TERMS AND CONDITIONS (For Indigenous Suppliers)
(To be filled in full and to be submitted along with offer)

ANNEXURE-A

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
12	JURISDICTION (Clause No:23)	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.	
13	RISK PURCHASE (Clause No:21)	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.	
14	REJECTION REPLACEMENT (Clause No:24)	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.	
15	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.	
16	FIRM PRICE	Price should be firm till execution of order.	
17	VENDOR STATUS (Micro/Small) (Clause No:25)	a) MICRO / SMALL (To be indicated by vendor and latest copy of supporting documents as mentioned in RFQ shall be furnished along with offer) b) whether owned by SC / ST Entrepreneurs (To be indicated by vendor and latest copy of supporting documents shall be furnished along with offer). (Clause No:24)	
18	Commercial Terms & Conditions	Vendor should categorically indicate confirmation of all the points of Commercial Terms & Conditions with signature and stamp at the bottom of each document and submit the same.	
19	TDC	Confirmation TDC Requirements	
20	Reverse Auction (Clause No:27)	Acceptance for Reverse Auction (Yes/No).	

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.

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

ANNEXURE-B

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
1	PAYMENT (Clause No:8)	Payment term 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. "Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by bidder" Note: Payment terms as CAD at sight and confirmed LC are liable for rejection.	
2	DELIVERY PERIOD (Clause No: 7)	Indicate the Delivery period required in number of days from the date of Purchase Order. (Desired delivery period is 60 Days)	_____ days from the date of PO.
3	DELIVERY BASIS	CFR - CHENNAI 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	60 days from the date of Technical bid opening.	
10	TEST CERTIFICATE	MTCs of Aluminium Sheets & Rounds, Test Reports, Inspection Reports etc. are required as per Material Specification and TDC.	
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 (With the price loading), 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/ AWB		
14	In case of LC payment (With the price loading), 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 (Clause No:20)	Liquidated Damages shall be at the rate of 0.5% of the total order value 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. Any deviation from the above LD clause, loading shall be applied to the extent of relaxation sought to which it is not agreed by the bidder at offered basic value.	

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

ANNEXURE-B

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
16	ARBITRATION (Clause No:22)	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 (Clause No:23)	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 (Clause No:21)	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 (Clause No:24)	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.	
22	TDC & PQC	Confirmation of TDC & PQCRequirements	

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.



TECHNICAL DELIVERY CONDITIONS

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ALUMINIUM ALLOY SHEETS / PLATES

- 1) THE ALUMINUM ALLOY PLATE MATERIALS SHALL BE OF THE FOLLOWING SPECIFICATIONS.

ALUMINIUM ALLOY GRADE	SPECIFICATION
AA6061-T6/T651	'SAE AMS-4027' or 'ASTM B 209'

- 2) 100% ULTRASONIC INSPECTION SHALL BE CONDUCTED IN ACCORDANCE WITH ASTM B 594 CLASS A FOR ALL PLATES OF GREATER THAN 12.5 MM THICKNESS.
- 3) CERTIFICATES / REPORTS:
- 3.1) MILL'S MATERIALS TEST CERTIFICATE: THE MANUFACTURER / VENDOR SHALL SUBMIT MILL'S MATERIAL CERTIFICATE CONFORMING TO RESPECTIVE MATERIAL SPECIFICATION WITH THE SUPPLY. THE TEST CERTIFICATES SHOULD CLEARLY INDICATE THE FOLLOWING:
- A) HEAT NO/CAST NO
 - B) LOT NO/ BATCH NO
 - C) CHEMISTRY: REQD. MIN. & MAX. LIMITS AS PER SPEC AND ACTUAL MEASURED VALUES
 - D) MECHANICAL PROPERTIES: REQD. MIN. & MAX. LIMITS AS PER SPEC AND ACTUAL MEASURED VALUES
 - E) BEND TEST RESULT
 - F) ULTRASONIC INSPECTION TEST CERTIFICATE.

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

- 3.2) 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 / ASTM SPECIFICATIONS. THESE MATERIALS CAN BE USED FOR AEROSPACE APPLICATIONS" OR ON SIMILAR LINES."

THE RELEASE NOTE MAY FORM A PART OF THE MILL'S MATERIALS TEST CERTIFICATE

- 4) STENCILING: ALL THE SHEETS / PLATES SHALL BE STENCILED WITH RELEVANT MATERIAL SPECIFICATION, MANUFACTURER'S NAME, AND HEAT NO/CAST NO/LOT NO/ BATCH NO FOR MATCHING THE DELIVERED MATERIALS AGAINST THE TEST CERTIFICATES.
- 5) MARKING: THE CONSIGNMENT SHALL BE MARKED WITH SPECIFICATION, CONDITION, SIZE, GROSS, TARE & NET WEIGHT, CONSIGNOR AND CONSIGNEE NAMES AND ADDRESSES, PURCHASE ORDER NUMBER ETC.
- 6) PACKING: THE MATERIALS SHALL 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.

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PREPARED

Ch. Ram Babu
CHECKED

Smt. S. S. S.
24.8.2019
APPROVED
Manager (H & O)