

**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 :0891-6681072
Fax :0891-6681700
Email :ateendra@bhel.in
Web : hpvp.bhel.in

Enquiry No (Coll-No)	Enquiry Date	Due Date for Quotation
H161800001	24.07.2018	07.08.2018
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	Rupture Disc Asmbly with Holder (1 inch) 156930050000 TDC 1)Rupture Disc Assembly with Holder (1" size) shall be with following MOC. a) Disc : Ni b) Holders : 1"x 3000 PSI c) Material : SA 182 F 304 T.C required for raw materials used. 2)Ends : Butt welded ends suitable to 33.4 OD x 2.77 thk. at inlet. 3)Burst Pressure Tolerance : + 5% -0 at 18 Deg. C. 4)Operating Conditions a)Operating Fluid : LOX/LIN/LAR. b)Operating Temperature : minus 196 Deg.C. BURST PRESSURE 4.18KG/SQCM.G	NO	1.000	1.00	15.10.18
20	OUTER VESSEL SAFETY VALVE 100NB SS304 190342450000 TDC: 1) SAFETY VALVE ON OUTER VESSEL FOR VACUUM FAILURE, BURST DISC TYPE AS PER DRG NO : CRTK-OV SV-PE-001,	NO	1.000	1.00	15.10.18

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

ATEENDRA TRIPATHI
(एन.पी.-बी.ओ.आई)
Engineer (MP-DO)



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H161800001 / 24.07.2018

Rev.0. BURST PRESSURE : 0 TO 11 psi AND THE MATL.SPEC. ARE AS PER DRG. 2)THE ARRANGEMENT SHALL BE GUARANTEED FOR LEAK AND BURST PRESSURE 3)THE BURST PRESSURE TOLERANCE + 0,-10% 4)ALL PARTS SHALL BE SS AS PER THE DRG. INCL. P.NOS 508 A TO 510 5)THE SCOPE SHALL INCLUDE ALL THE ITEMS AS SHOWN IN THE DRG. 6)TC FOR TEST RESULTS OF DISC AND HELIUM LEAK TEST SHALL BE REQUIRED ALONG WITH MATERIAL . 7)THE DISC ARRANGEMENT SHOULD PROPERLY PACKED TO AVOID DAMAGE DURING TRANSIT.				
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General Note:

Enclosures:

1. Special Terms & Conditions
2. Commercial Teme & Conditions
3. Annexue -C (MSE Format)

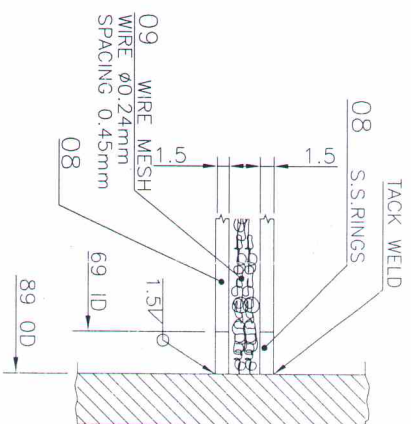
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Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED

Ateendra Tripathi
ATEENDRA TRI
आटेन्द्रा (एम.पी.-बी.ओ.आई)
Engineer (MP-BOI)

[illegible]

1. SPECIAL CARE SHOULD BE TAKEN WHILE WELDING TO AVOID DAMAGE OF DISC (P.NO.01)
2. WELD DISC ASSEMBLY (01 TO 03) JUST BEFORE FINAL EVACUATION.
3. THE WELDS ARE TO BE HELIUM LEAK TESTED FINALLY ALONG WITH THE VESSEL.
4. AFTER FINAL TESTING, ASSEMBLE THE COVER (P.NO.06) IN POSITION.
5. THE DISC ARRANGEMENT IS TO BE HELIUM LEAK TESTED AT SUPPLIERS WORKS
AND THE ALLOWABLE LEAK RATE LESS THAN 1×10^{-9} mbar 1/sec.
6. BURST PRESSURE(P) FOR DISC = 0 TO 11PSI.
- * 7. CUT THE EXTRA LENGTH AFTER TESTING OF OUTER VESSEL AS PER TECHNOLOGY.
8. FILL THE GLASS WOOL AND ASSEMBLE THE P.NOS. 08 AND 10
IN POSITION JUST BEFORE FINAL EVACUATION AS SHOWN



Technical drawing of a mechanical part, likely a bracket or support, showing dimensions and callouts:

- Callout 02:** Dimensions for the top flange: $\phi 104$, $\phi 100$, $\phi 107.5$, and a fillet radius $R1$.
- Callout 04:** Dimensions for the bottom flange: $\phi 90$, $\phi 114.3$, and a fillet radius $R1.5$.
- Callout 05:** Dimensions for the central hole: $4-\phi 11$ HOLES EQUI-SPACED, $0.5 \times 45^\circ$, $R1.5$, 11.5 , 2 , 45° , $5+10^*$, and 11.5 .
- Callout 07:** Dimensions for the base plate: 30 , 14 , 30 , and 4×4 .
- Callout 06:** M6 TAPPED HOLES.

SECTION : 3-3

[illegible]

Barat Heavy Electricals Ltd
UNIT: HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM-530012

NAME	SIGNATURE	DATE
DRN CH SATISH KUMAR		02.05.2016
P.KAMESWARA RAO		02.05.2016
P.GOPI KISHORE		02.05.2016

DEPT. CRO	ENGR. (WEKSTS)	PROJECTION	SCALE	WEIGHT (kg)
CODE	ALL DIMENSIONS ARE IN MM		N.T.S	
TITLE				

SAFETY VALVE ON OUTER VESSEL
13m³ LAR STORAGE TANK

DRAWING NO.

CRTLK-0V SV-PE-001

REV NO.	ZONE	BRIEF RECORD OF REVISIONS
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PPD.	CHD.	APPD.
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CAUTION: The information on this document is the property of BHARAT HEAVY ELECTRICALS LTD. It must not be used directly or indirectly in any way detrimental to the interest of the company.

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Heavy Plates & Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-668-1072 / 1179

E-mail : ateendra@bhel.in

: ananta@bhel.in

SPECIAL TERMS AND CONDITIONS**Category of Tender: Two-Bid System****SUB: Rupture Disk and Safety Valve on Outer Vessel****RFQ/ Enquiry No: H161800001 Dated: 24.07.2018**

1. Vendor shall submit Categorical Confirmation of Commercial Terms and Conditions (CTC) enclosed at ANNEXURE-A (for Indigenous suppliers) or ANNEXURE-B (for Foreign suppliers) whichever is applicable and Technical Delivery Conditions (TDCs). The offers of those Vendors who do not comply with all the Clauses of CTC and TDCs in total are likely to be rejected. Documents submitted with the offer shall be signed and stamped on each page by authorised representative of the vendor.

Offers shall be submitted in Two Parts.

Part-I : Technical & Un-Priced Bid with Commercial terms and conditions and Special Terms

Part-II : Priced Bid

Above Two bids shall be kept in two separate sealed Covers super scribing the detail of the Type of offer kept inside (Technical / Priced Bid). The two sealed covers should be kept in another cover super scribed with the enquiry reference and details of contents ("Technical and Priced Bids") and the same shall be sent by Post/Courier addressed to **The DGM (Materials Management), Heavy Plates & Vessels Plant, Bharat Heavy Electricals Limited, Visakhapatnam-530012(A.P), India.** (or)

The cover containing both the bids as indicated above, may be personally dropped in the Tender Box placed at Reception counter, Administration building, HPVP, BHEL, Visakhapatnam- 530 012.

In any case, the offers should be submitted on or before the due date. Late offers shall not be entertained.

Any revised offer(s) sent by vendor on their own after the tender opening will be treated as "Unsolicited Offer" and such offers will not be considered.

Offers sent by E-mail or by Fax are Not Acceptable. If you are not interested to quote, Regret letter by Mail shall be sent without fail.

2. **Pre Qualification Criteria:** **Pre-Qualification Criteria:** The supplier need to submit the supporting documents for the following along with Technical bid. **Offers without supporting documents in line with requirement shall not be considered for scrutiny.**

- a. Purchase Order will be placed only on manufacturer.
- b. Purchase Order Copy of similar earlier supply by manufacturer for each item of enquiry is to be submitted along with offer. If the PO copy of earlier supply is not submitted for any of the item, then offer will not be considered for that particular item in this enquiry.

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3. **Inspection** : By BHEL or its authorized Inspection Agency
(Indigenous Supplier needs to register ONLINE in BHEL website (www.cqir.bhel.in) for offering for Inspection for first time. On readiness of ordered material, supplier shall raise the inspection call request online (www.cqir.bhel.in) with minimum notice period of 07 working days to the authorized representative of the Purchaser for inspection/ testing as provided in PO). Inspection Charges will be borne by BHEL for Indigenous vendors

BHEL representative from HPVP Unit or Corporate Quality is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.

Foreign Vendors shall carry out inspection by reputed TPIA viz., Lloyds/ BV/ DNV/ CEIL/ TUV and shall quote applicable inspection charges, if any.

After completion of Inspection by TPIA, the scanned copies of Inspection reports, MTCs and other Test Reports applicable as per TDC are to be sent to BHEL for obtaining material dispatch clearance.
4. **Technical Delivery Conditions (TDC):** As Mentioned with each item separately.
Vendor shall invariably submit all the Enquiry Documents including TDC, Commercial Terms & Conditions by confirming each point with their sign and stamp on each page by authorised representative of the bidder as a token acceptance of the same.
5. **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 for ranking of L1.

a) The comparative statement of the price prepared on the reference date shall remain firm throughout the period. Any change in duty and tax structure during execution of the contract will not be considered for the re-ranking of vendors.

b) The lowest price received against BHEL, HPVP tender need not be commercially lowest price (L-1). BHEL, HPVP reserves the right to negotiate the same.

c) BHEL, HPVP reserves the right/option to REFLOAT the tender if L-1 price is not the lowest acceptable price to BHEL, HPVP.

d) The prevailing Exchange rates (TT selling rate of SBI) on the date of opening of Technical Bid shall be considered for Price Evaluation of import offers. If the date of opening of Technical bid happens to be a bank holiday or no forex, then the forex rate as on previous bank (SBI) working day shall be considered.
6. **GST Clauses:**

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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.

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

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

The bidder shall clearly indicate HSN (Harmonised 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.

Indigenous suppliers need to fill the details in Annexure- D and submit the supporting documents along with their offer without fail.

7. Reverse Auction (RA):

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).

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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 link for Abridged version of Guidelines for Reverse Auction-2016

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

8. BHEL reserves the right to cancel the Enquiry / Tender at any stage without assigning any reasons thereof. Also, BHEL reserves the right to reject or accept one or any offer without assigning any reason.
9. Vendor shall ensure and enclose the following documents to Techno-commercial bids.
 - a) Specification / data sheets as per TDC.
 - b) If there are any deviations against TDC, the same shall be clearly specified.
 - c) Offers received without confirmation to our specification/ data sheets and technical delivery conditions will be rejected.
 - d) Catalogues and any other relevant details required for proper and complete technical evaluation of the product offered shall be submitted.

10. BHEL 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."

11. In case of an agent submitting bid on behalf of a Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. BHEL reserves the right to reject such bids.

12. SPECIAL PROVISION FOR MICRO AND SMALL ENTERPRISES (MSE):

- 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 20% of Quantity. In case of more than one such MSE, the supply shall be shared proportionately.

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- ii) 20% 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 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.
- iv) 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.
- v) 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.
- VI) As these tender items are non-splittable, if MSE vendor's quoted price is within price band of L1+15%, purchase order will be placed for total tendered value to MSE vendor, subject to the acceptance of L1 price.
- VII) In case 2 (two) or more MSE vendors quote the price within price band of L1+15%, purchase order will be placed on the lowest MSE vendor, subject to the acceptance of L1 price.
- VIII) Vendor must declare the UAM number on CPPP, Failing which such vendors will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012 for tenders invited electronically through CPPP.
13. No overdue interest will be payable by BHEL to either supplier or his bankers.
14. All Bank Charges to Vendor account only.
15. **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.
16. **Packing:** Equipment shall be packed as per the requirements of Roadworthy / Seaworthy Packing as per TDC.
17. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
- 1.0 Integrity commitment, performance of the contract and punitive action thereof:
- 1.1 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.

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1.2 Commitment by Bidder/ Supplier/ Contractor:

- 1.2.1 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.
- 1.2.2 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.
- 1.2.3 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.

1.2.4. 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](http://www.bhel.com) and/or under applicable legal provisions.

Bharat Heavy Electricals Limited Heavy Plates & Vessels Plant – Visakhapatnam -12, MM / Purchase			
COMMERCIAL TERMS AND CONDITIONS (For Indigenous Suppliers) (To be filled in full and to be submitted along with offer)			
ANNEXURE-A			
Vendor shall invariably enclose this format duly filled with their sign and stamp and enclose to Technical Bid (Part-I). Otherwise, the offer may not be considered			
RFQ No/Enquiry No. : H161800001 Dated: 24.07.2018			
SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
1	PAYMENT TERMS	100% payment shall be made within 45 days from the date of receipt and acceptance of materials at site. However, GST portion of invoice shall be released only upon 1. Vendor declaring the invoice in his GSTR-1. 2. Receipt of Goods and Tax Invoice by BHEL. 3. Confirmation of payment of GST thereon by vendor on GSTN Portal. Any deviation in the above payment terms 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: Offers with Payment against Proforma Invoice / Advance payment / LC are liable to be rejected.	
2	DELIVERY PERIOD	The acceptable Delivery period shall be within 10 weeks to 14 weeks from the date of Purchase Order to date of LR/Invoice whichever is later. Loading Factor: The offers which do not conform to 10 weeks of delivery period but are within 14 weeks of delivery period shall be loaded for the delayed delivery beyond 10 weeks @ 0.5% per week or part thereof on the offered basic value. Any offer quoting beyond 14 weeks of delivery period will be summarily rejected. Vendor should quote their firm delivery from the date of PO by including time required for the Design, Approval of Drawings, Data Sheets, Documents, Quality Plan, Manufacturing, Testing, Inspection etc. Linking of Delivery with Approval of Technical Documents is not allowed.	
3	DELIVERY BASIS	FOR - BHEL HPVP Stores - Visakhapatnam	
4	FREIGHT CHARGES	Included. (if extra indicate in % of Total Rate) <u>Transportation up to BHEL HPVP Visakhapatnam is in Supplier Scope.</u>	
5	TRANSIT INSURANCE	Included. (if extra indicate in % of Total Rate) <u>Transit Insurance up to BHEL HPVP Stores is in Supplier Scope.</u>	
6	PACKING & FORWARDING	Included. (if extra indicate in % of Total Rate)	
7	GST	% Applicable GST on Each Item is mentioned in unpriced Offer . Please Confirm.	

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
8	HSN /SAC Code	HSN /SAC Code (As Applicable) of Each Item is mentioned in unpriced Offer . Please Confirm.	
9	ITC Credit	Input Tax Credit will be available on each item for % Applicale GST . Please Confirm.	
10	TESTING CHARGES (as per TDC)	Included. (if extra indicate in % of Total Rate)	
11	OFFER VALIDITY	90 days from the date of Technical bid opening.	
12	TEST CERTIFICATE	MTC Required as per Material Specification and TDC	
13	L.D.CLAUSE	In the event of your failure to dispatch the materials within the delivery period, 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. 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. In Case of LD recovery, the applicale GST shall also be recovered from supplier.	
14	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.	
15	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.	
16	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.	

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
17	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, failing which Bank Guarantee can be encashed by BHEL.	
18	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 Destination basis within a reasonable time.	
19	PERFORMANCE BANK GUARANTEE	a) In the event of an order, Vendor shall furnish Performance Bank Guarantee from any of our consortium banks (List enclosed) as per the enclosed PBG Format . b) Performance Bank Guarantee shall be submitted for 10% of order value along with invoice for last dispatch valid till end of guarantee period with a claim period of 6 months thereafter. c) Vendor to instruct their PBG issuing bank to send the Original Performance Bank Guarantee directly to BHEL-HPVP-Visakhapatnam.	
20	Taxes & Duties will be deducted at source as per Government of India (Central & State Government) Rules as applicable.		
21	FIRM PRICE	Price should be firm till execution of order.	
22	VENDOR STATUS (MICRO / SMALL)	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 or ST Entrepreneurs (To be indicated by vendor and latest copy of supporting documents shall be furnished along with offer)	
23	DOCUMENTATION	Vendor shall confirm that all the documentation in specified number of prints will be submitted for the purpose of approval and also for final documentation as per TDC. In the event of order, Vendor should submit all necessary drawings, data sheets, QAP and other relevant documents within 15 days from date of PO for approval.	

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.

Bharat Heavy Electricals Limited
Heavy Plates & Vessels Plant – Visakhapatnam -12,
MM / Purchase

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

ANNEXURE-B

Vendor shall invariably enclose this format duly filled with their sign and stamp and enclose to Technical Bid (Part-I). Otherwise, the offer may not be considered

RFQ No/Enquiry No.: H161800001 Dated: 24.07.2018

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
1	PAYMENT TERMS	For SUPPLY P.O : Payment term is 100% payment shall be made 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	The acceptable Delivery period shall be within 10 weeks to 14 weeks from the date of Purchase Order to date of Bill of Lading(B/L). Loading Factor: The offers which do not conform to 10 weeks of delivery period but are within 14 weeks of delivery period shall be loaded for the delayed delivery beyond 10 weeks @ 0.5% per week or part thereof on the offered basic value. Any offer quoting beyond 14 weeks of delivery period will be summarily rejected. Vendor should quote their firm delivery from the date of PO by including time required for the Design, Approval of Drawings, Data Sheets, Documents, Quality Plan, Manufacturing, Testing, Inspection etc. Linking of Delivery with Approval of Technical Documents is not allowed.	_____ Weeks from the date of Purchase Order
3	DELIVERY BASIS	CFR – CHENNAI SEA PORT (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 %)	_____ % extra on Basic rate / Included. (Strike out whichever is not applicable)
5	Documentation Charges	Included. (if extra indicate in %)	_____ % extra on Basic Price / Included. (Strike out whichever is not applicable)
6	INSPECTION CHARGES (Inspection shall be in vendor scope)	Included. (if extra indicate in %)	_____ % extra on Basic Price / Included. (Strike out whichever is not applicable)
7	TESTING CHARGES (as per TDC)	Included. (if extra indicate in %)	_____ % extra on Basic Price / Included. (Strike out whichever is not applicable)

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
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	MTC Required as per Material Specification and TDC	
11		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.	
12		The documents are to be negotiated within 15 days from the date of Bill of Lading/ Air Way bill.	
13		The charges towards any LC extension on account of delay in delivery/ reasons attributable to supplier shall be to the beneficiary's account.	
14		Taxes & Duties will be deducted at source as per Government of India (Central & State Government) Rules as applicable.	
15	L.D.CLAUSE	In the event of your failure to dispatch the materials within the delivery period, 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.	
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.	

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
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, failing which Bank Guarantee can be encashed by BHEL.	
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 Destination basis within a reasonable time.	
21	PERFORMANCE BANK GUARANTEE	a) In the event of an order, Vendor shall furnish Performance Bank Guarantee from any of our consortium banks (List enclosed) as per the enclosed PBG Format . b) Performance Bank Guarantee shall be submitted for 10% of order value along with invoice for last dispatch valid till end of guarantee period with a claim period of 6 months thereafter. c) Vendor to instruct their PBG issuing bank to send the Original Performance Bank Guarantee directly to BHEL-HPVP-Visakhapatnam. d) From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) will be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch to Visakhapatnam i.e. Demand can be presented at the Branch located in Visakhapatnam or at nearest branch . e) From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank) e.1) Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. e.2) In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no.	
22	FIRM PRICE	Price should be firm till execution of order.	
23	DOCUMENTATION	Vendor shall confirm that all the documentation in specified number of prints will be submitted for the purpose of approval and also for final documentation as per TDC. In the event of order, Vendor should submit all necessary drawings, data sheets, QAP and other relevant documents within 15 days from date of PO for our approval.	
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.			

Certificate by Chartered Accountant on letter head

This is to Certify that M/s.....
(hereinafter referred to as 'Company') having its registered office at
is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part II)Dtd:
Category: (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e.. original cost excluding land and building and the items specified by the Ministry of Small Scale industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs..... Lacs.

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lacs.

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for..... Micro / Small (**Strike off which is not applicable**)
Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (**Strike off which is not applicable**) and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

The BG will be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time)- (For Foreign Vendors only).

This Guarantee shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this guarantee thereafter.

The BG should clearly specify that the demand or other document can be presented in electronic form.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD (Shall be 6 months after validity date)

Note:

1. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1** Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor.
 - b.2** **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank