



BHARAT HEAVY ELECTRICALS LIMITED

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

Page
1/2
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
H242000001	20.01.2020	03.02.2020
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	0.0762 mm Thk Aluminium Foil RND11AF00019 Grade: AA3003-O Size: 0.0762mm x 450mm x coil - 50 Kgs TDC: RD-TDC-CHX-FOIL Quantity: Tolerance of $\pm 10\%$ is acceptable	KG	250.000	250.00	10.03.20
20	0.127 mm Thk Aluminium Foil RND11AF00029 Grade: AA3003-O Size: 0.127mm x 450mm x coil - 50 Kgs TDC: RD-TDC-CHX-FOIL Quantity: Tolerance of $\pm 10\%$ is acceptable	KG	250.000	250.00	10.03.20
30	0.152 mm Thk Aluminium Foil RND11AF00039 Grade: AA3003-O Size: 0.152mm x 450mm x coil - 50 Kgs TDC: RD-TDC-CHX-FOIL Quantity: Tolerance of $\pm 10\%$ is acceptable	KG	400.000	400.00	10.03.20
40	0.0762 mm Thk SS FOIL RND11SF00069 Grade: SS-347 Size: 0.0762mm x 450mm x coil - 100 Kg. TDC: RD-TDC-CHX-FOIL	KG	1200.000	1,200.00	10.03.20

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**

सीएच. गोविंद राव
उप प्रबन्धक (एच.पी.वी.प्लान्ट)

Dy. MANAGER (MP-CPS)

डी.एम.एस. (एम.पी.सी.एस.)



BHARAT HEAVY ELECTRICALS LIMITED

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

Page
2/2
Contact Ph No :0891 6681312
Fax :0891-6681700
Email :govindarch@bhel.in
Web : hpvp.bhel.in

H242000001 / 20.01.2020

Quantity: Tolerance of $\pm 10\%$ is acceptable				
---	--	--	--	--

General Note:

1. PLEASE SIGN & STAMP AND SUBMIT THE TENDER, SPECIAL TERMS & CONDITIONS, GENERAL TERMS & CONDITIONS FOR REVERSE AUCTION AND TDC AND PQC ALONG WITH TECHNO-COMMERCIAL BID.
2. PLEASE FILL, SIGN & STAMP THE RELEVANT ANNEXURE A/B FOR CTC FOR INDIGENOUS/FOREIGN VENDORS AND SUBMIT ALONG WITH TECHNO-COMMERCIAL BID.
3. Bidder to send their techno-commercial offer with all supporting document in a single email to the email id "technicalbid-hpvp@bhel.in".
4. BHEL will consider the latest email on or before the due date & time for evaluation purpose.
5. Bidder to send their Priced offer with all supporting document in a single email to the email id "pricebid-hpvp@bhel.in".
6. BHEL will consider the latest email on or before the due date & time for evaluation of price.
7. Bidder to indicate clearly the tender enquiry ref in the subject field of all emails.

Enclosures:

ANNEXURE C FOR INDIGENOUS MSE VENDORS, SPECIAL TERMS & CONDITIONS, ANNEXURE A CTC FOR INDIGENOUS VENDORS, ANNEXURE B CTC FOR FOREIGN VENDORS, GENERAL TERMS & CONDITIONS FOR REVERSE AUCTION, TDC AND PQC.

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
सीएच. गोविंद राव / CH. GOVINDA RAO
उप प्रबन्धक (विप्री) (विप्री/एम)
Dy. MANAGER (MP-CPS)
विप्री/एम एच. गोविंद राव - 530012

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)
Heavy Plates & Vessels Plant
Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-6681312
E-mail : govindarch@bhel.in

HPVP, Visakhapatnam

SPECIAL TERMS AND CONDITIONS FOR ENQUIRY NO: H24200000

CATEGORY OF TENDER: Two-Bid System

SUB: Supply of Aluminium & SS Foils

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-CHX-FOIL Rev 2 Dated 09.01.2020 & PQ Notice No: RD/PQC/2019-20/002 Dated 13.01.2020.
- 7) **Delivery Period:** Desired Delivery period is 60 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).
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 email latest by 14.00 Hrs. (IST) on the due date** duly mentioning the tender number, description and date in the subject.

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

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

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)
Heavy Plates & Vessels Plant
Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-6681312
E-mail : govindarch@bhel.in

HPVP, Visakhapatnam

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

14.1 Port of shipment / Station of dispatch

14.2 Terms of payment

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

14.4 Taxes & duties including Cess applicable.

14.5 Delivery Schedule.

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 **UN-PRICED & 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).

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Heavy Plates & Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-6681312

E-mail : govindarch@bhel.in

HPVP, Visakhapatnam

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

- 22 **Risk purchase:** The delivery period stated shall be realistic and shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller, which shall be recovered from them out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall be required to be deposited by the vendor.
- 23 **Arbitration:** Notwithstanding anything contained in any document whatsoever, all questions, matters, disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by Head of the Unit, BHEL, HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by Head of the Unit as aforesaid. The arbitrator shall give his reasoned award. It is a term of this contract that no person other than a person appointed by such Head of the Unit as aforesaid, shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The venue of arbitration shall be such place as may be Fixed by the arbitrator at his sole discretion. The award of arbitrator shall be final, conclusive binding on all the parties to the contract.
- 24 **Jurisdiction:** The delivery period stated shall be realistic and shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller, which shall be recovered from them out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall be required to be deposited by the vendor.
- 25 **Rejection Replacement:** Rejected material, if any, after receipt of material at our end, shall be replaced by you immediately free of cost and also on freight paid basis.
- 26 SPECIAL PROVISION FOR MICRO AND SMALL ENTERPRISES (MSE) for Indigenous vendors only:**
- i) As per the public procurement policy notified by the Central Government ,Micro & small Enterprises (MSE) participating in the tender , quoting Price within Price band of L1 + 15 % will be allowed to supply a portion of requirement subject to acceptance of L1 price in a situation where L1 price is from someone other than a Micro & small enterprise & such Micro and small Enterprise shall be allowed to supply up to 25% of Quantity .In case of more than one such MSE, the supply shall be shared proportionately.
 - ii) 25% of the tendered quantity is earmarked for MSE suppliers in this tender.
 - iii) Special provision for Micro and Small Enterprises owned by SC or ST or Women:
 - iv) Out of 25% tendered quantity reserved for MSE suppliers,4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.
 - v) Special provision for Micro and Small Enterprises owned by Women:

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Heavy Plates & Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-6681312

E-mail : govindarch@bhel.in

HPVP, Visakhapatnam

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. 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

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)
Heavy Plates & Vessels Plant
Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-6681312
E-mail : govindarch@bhel.in

HPVP, Visakhapatnam**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 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.

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":

- 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.
- 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
- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

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

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)
Heavy Plates & Vessels Plant
Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-6681312
E-mail : govindarch@bhel.in

HPVP, Visakhapatnam

- 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 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.

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. <i>Note: Offers with Payment against Proforma Invoice/Advance payment/LC are liable to be rejected.</i>	
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 & PQC	Confirmation TDC & PQC 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.

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 year as 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

GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Follow link for abridged version of Guidelines for Reverse Auction-2016

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



TECHNICAL DELIVERY CONDITIONS

TDC No	:	RD-TDC-CHX-FOIL
Rev. No	:	2, Dated 09.01.2020
Page No	:	1 of 2

ALUMINIUM & STAINLESS STEEL FOILS

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

Material Type	Alloy Grade	Specification
FOIL	AA 3003-O	ASTM B209 or QQ-A-250/2
FOIL	SS 347	AMS 5512
FOIL	AA 6061-O	QQ-A-250/11 or SAE AMS 4009

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

5) CERTIFICATES / REPORTS:

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

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

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

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

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

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

TERMS & CONDITIONS:

- SUPPLIER SHALL SUBMIT APPROVALS OF METHODS, PROCESS AND EQUIPMENT USED FOR THE FOILS TO BE SUPPLIED TO BHEL.
- SUPPLIER SHALL SUBMIT APPROVALS OF COMPETENCE REQUIREMENTS FOR QUALIFICATION OF THEIR PERSONNEL INVOLVED IN THE FABRICATION OF FOILS TO BE SUPPLIED TO BHEL.
- THE CONTROL AND MONITORING OF SUPPLIER PERFORMANCE BY BHEL, VISAKHAPATNAM.
- SUPPLIER SHOULD PROVIDE ACCESS TO BHEL OR ITS CUSTOMER OR ITS ANY REGULATORY AUTHORITY FOR VERIFICATION OR VALIDATION OF ACTIVITIES AND TO CHECK APPLICABLE RECORDS AT THE SUPPLIER PREMISES AT ANY LEVEL OF SUPPLY CHAIN. *when required*
- SUPPLIER SHALL CARRY OUT TEST INSPECTION AND VERIFICATION INCLUDING FAI.
- SUPPLIER SHALL PROVIDE THEIR SAMPLING PLANS FOR PRODUCT ACCEPTANCE BY BHEL.
- SUPPLIER SHOULD IMPLEMENT A QUALITY MANAGEMENT SYSTEM.
- SUPPLIER SHALL NOTIFY BHEL OF ANY NON-CONFORMING PROCESS, PRODUCTS OR SERVICES AND OBTAIN APPROVAL FOR DISPOSITION.
- SUPPLIER SHOULD PREVENT USE OF COUNTERFEIT PARTS.



TECHNICAL DELIVERY CONDITIONS

TDC No	:	RD-TDC-CHX-FOIL
Rev. No	:	2, Dated 13.01.2020
Page No	:	2 of 2

10. SUPPLIER SHALL NOTIFY BHEL OF ANY PRODUCT, PROCESS OR SERVICE CHANGE INCLUDING CHANGES MADE BY THEIR SUPPLIERS OR CHANGE IN LOCATION OF MANUFACTURE AND OBTAIN APPROVAL.
11. SUPPLIER SHALL FLOW DOWN TO THEIR SUPPLY CHAIN TO IMPLEMENT REQUIREMENTS OF BHEL BY SHARING THE SPECIFICATION.
12. RETENTION PERIOD OF ALL RECORDS SHALL BE 10 YEARS.
13. SUPPLIER SHALL KEEP RECORDS OF ALL INTERACTION WITH BHEL.
14. SUPPLIER SHALL ENSURE AWARENESS OF THE FOLLOWING TO ALL THE PEOPLE AT SUPPLIER PREMISES:
 - a) CONTRIBUTING TO PRODUCT OR SERVICE CONFORMITY
 - b) CONTRIBUTING TO PRODUCT SAFETY
 - c) IMPORTANCE OF ETHICAL BEHAVIOUR

Reshad

Reshad

Reshad



Prequalification Documents for Aluminium & SS Foils

PQ Notice No – RD/PQC/2019-20/002

Date: 13/01/2020

PREQUALIFICATION CRITERION FOR ALUMINIUM & SS FOILS

1. THE BIDDER HAS TO BE AN OEM/AUTHORISED DEALER/LICENCESED TRADER OF THE MATERIAL. PROOF HAS TO BE SUBMITTED ALONG WITH THE BID.
2. THE BIDDER MUST HAVE SUPPLIED THE SAID ITEMS ATLEAST 50 KG OR MORE TO ANY AEROSPACE INDUSTRY ACROSS THE WORLD IN THE LAST THREE YEARS. PROOF OF THE SUPPLY HAS TO BE SUBMITTED ALONG WITH THE TECHNICAL BID.
3. THE BIDDER HAS TO HAVE THE CAPACITY OF REPLACING THE MATERIAL WITHIN 4 WEEKS IF FOUND DEFECTIVE. A SELF DECLARATION BY BIDDER HAS TO BE SUBMITTED ALONG WITH TECHNICAL BID.

Handwritten signature
13/01/2020
Prepared by

Handwritten signature
13/01/2020
Checked by

Handwritten signature
13.01.2020
Approved by
(AK Mandal).