

Rev No. 00 Form No.		PRODUCT STANDARD HEAVY PLATES & VESSELS PLANT VISAKHAPATNAM				VZ01002
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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED, It must not be used directly or indirectly in any way detrimental to the interest of the company.		Global Expression of Interest (EOI) For Identifying suppliers For High purity Nitrogen plant				
		Ref. Doc	Revisions: Refer to record of Revisions:	Prepared: Y.S.Rao	Checked: AC Mohanty	Approved: B.S.Rao

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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED . It must not be used directly or indirectly in any way detrimental to the interest of the company.			1.0 Introduction Bharat Heavy Electricals Limited (BHEL) (www.bhel.com) is a Government of India Undertaking and a Maharatna Company, Established in 1964. BHEL is an integrated power plant equipment manufacturer and one of the largest Engineering and Manufacturing Company of its kind in India. The company is engaged in the Design, Engineering, Manufacturing, Construction, Testing, Commissioning and servicing of a wide range of products and services for core sectors of the economy, viz. Power, Transmission, Industry, Transportation (Railways), Renewable Energy, Oil & Gas, Water and Defence with over 180 products offerings to meet the needs of these sectors. BHEL has been the bedrock of India's Heavy Electrical Equipment industry. BHEL has a widespread network of 17 Manufacturing Divisions, 2 Repair Units, 4 Regional Offices, 8 Service Centers, 6 Overseas Offices, 6 Joint Ventures, 15 Regional Marketing Centers and current project execution at more than 150 project sites across India and abroad corroborates the humungous scale and size of its operations. Adding to its achievements, BHEL has joined the elite club of select global giants having an installed base of over 170 GW of power generating equipment globally. BHEL also has a widespread overseas footprint in 78 countries with cumulative overseas installed capacity of BHEL manufactured power plants nearing 10,000 MW. BHEL has technology tie-ups with leading companies in the world including General Electric Company, Alstom SA, Siemens AG and Mitsubishi Heavy Industries Ltd., supported by technology developments in its own R&D centres. The quality & reliability of BHEL products at par with other Global players and adheres to international standards.	
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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED . It must not be used directly or indirectly in any way detrimental to the interest of the company.		<u>Heavy Plates & Vessels division [HPVP] , Visakhapatnam</u> After being a subsidiary of BHEL for five years, the erstwhile Bharat Heavy Plates & Vessels (BHPV) was merged with BHEL on 30.08.2013. The new name of BHPV after merger with BHEL is "Heavy Plates & Vessels Plant" (HPVP) which is 17th manufacturing unit of BHEL located at Visakhapatnam, Andhra Pradesh, India. HPVP is engaged in design, engineering, procurement, manufacture, supply, erection, testing and commissioning of various sophisticated equipment and systems for core business sectors like Refineries, Fertilizers, Petrochemicals, Steel Plants, Oil & Natural Gas, Heavy Chemicals etc. HPVP's product range includes Heat Recovery Steam Generators(HRSGs) , Coal/Oil/Gas fired boilers, Pressure Vessels, Columns, Heat Exchangers, Air Fin Coolers, LPG Bullets, LPG Spheres, LPG Mounded Bullets, Storage Tanks, Reactors, Nitrogen and Oxygen Plants, Ammonia Storage Tanks, Cryogenic Storage Tanks, Purge Gas Recovery Units, Evaporators, Industrial Boilers, Deaerators, Fired Heaters etc. 2. Background: BHEL-HPVP supplied 44 numbers of "High Purity Nitrogen Plants to refineries, fertilizer plants till 2005 as one of its products with capacities up to 4600 NM3/hr with technology absorbed from M/s Air Liquide, France. BHEL-HPVP would like to re-enter into the business by tie-up with interested suppliers with the scope indicated in the specification. BHEL would like to float an EOI for identifying the supplier with their scope of work indicated in this document. BHEL will short list parties based on their selection process and enlist them into their product directory.		
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BHEL will send enquiry to all such parties (on case to case basis / for every enquiry) to enable them to submit their techno commercial offer (two-part bid) covering the scope as indicated in this specification. Price evaluation statement shall be worked out on over all landed cost basis (total cost to BHEL) for whole package for all the technically commercially qualified bidders to arrive at L1 bidder BHEL will enter into pre-bid tie up with the L1 bidder at the proposal stage itself. In the event of BHEL becoming successful bidder., BHEL will place order on L1 bidder for their portion of scope. 3. Scope of work A brief scope of supplier is as under Pre Bid stage: 1. Basic design of the entire plant 2. Process guarantee 3. Techno commercial offer for critical equipment [Cold box and Air drying bottles (optional)]. 4. Filled in data sheets for equipment in supplier scope. 5. Civil input for the entire plant. 6. Piping and Instrumentation diagram (P&ID) of entire plant. 7. Specifications and data sheets for the BHEL portion of supply. 8. Plant layout 9. Piping and Valves material specification. 10. Electrical load list and Utility requirement 11. Quality related documents for their scope of work. 12. Post bid clarifications Execution stage: 1. Detailed PFD , P&IDs and HMBs			
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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company.	2. Specifications and data sheets for the BHEL portion of supply. 3. Specifications and data sheets, drawings for supplier's portion of supply. 4. Plant layout 5. Supervision of commissioning and Performance guarantee test. 6. Vetting of detailed drawings prepared by BHEL and BHEL's sub vendors 7. O&M manuals 4. Inputs by BHEL: BHEL will provide the following documents for each specific project to enable supplier to render his services a) Project information. b) Target scope of work. c) Specification and specific documents d) Sample Terms and conditions e) Sample Commercial Terms and conditions (Indigenous Supplier) f) Sample Commercial Terms and conditions (Foreign Supplier) Sl. No d to f are attached as a sample for bringing idea about BHEL's commercial conditions. 5. Selection Process limited to EOI. I. The EOI process involves seeking willingness of interested parties who make an application in response to this EOI. At the end of this process, BHEL intends to invite interested Applicant(s) for further deliberations. II. Bidders should have designed, engineered, supplied, erected and commissioned in the last seven years at least one cryogenic nitrogen plant with min capacity of 5000NM3/hr [GAN+LIN) of nitrogen with min purity of 99.99% (Vol) and Oxygen content less than 3ppm & CO2 content less than 3ppm as on bid due date. III. Responses to EOI are to be submitted in English only. IV. Notwithstanding anything contained in this EOI, BHEL reserves the right to accept or reject any Application and to annul the EOI Process in whole or part, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.		
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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company.	V. BHEL reserves the right to verify all statements, information and documents submitted by the Applicant in response to the EOI. Any such verification or lack of such verification by BHEL shall not relieve the Applicant of his obligations or liabilities hereunder nor will it affect any rights of BHEL. VI. The EOI process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the EOI process. VII. All costs incurred for participation in the EOI shall be borne by the Applicant (s). VIII. Further information can be obtained at the address below during 9.00 to 16.30 hrs. local time. Bidders can also raise queries through email. Mr. S.N.V.S.Ramesh Manager / Mkt Administrative Building, 1st floor, BHEL, HPVP, Visakhapatnam-530012 Andhra Pradesh, India. Tel: +91-0891- 668 1515, Email :rameshsnvs@bhel.in 6. Information to be submitted along with EOI Interested parties are requested to submit their technical and financial credentials along with other relevant information in the form of documents listed below by Post/Email. i. Company Brochures ii. Profile of company indicating type of business and experience iii. Annual turnover of company for last 5 years iv. Duly filled in EOI form. Annexure-A. Organizations / company to indicate the nature of EPC contract works. The details submitted by the Applicant(s) shall be complete in all respects and BHEL may seek clarifications / additional information as considered necessary. Such clarifications/additional information must be provided within 7 days of BHEL request. EOI information as called for in sl. No 6 shall be reached to BHEL address as indicated in sl. No 5 <u>on or before 17.05.2019</u>		
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EOI Form
[Annexure-A]

Firm's ref. No:

Date:

Subject: Response to EOI for basic design and supply of critical equipment of high purity nitrogen plant.

In response to your EOI, we are pleased to submit the details of our firm as below

1.	Name of the firm					
2	Name of the Proprietor/MD/CEO					
3	Address of firm where work is executed					
4	Contact Details Mobile / Phone No & Email					
5	Turnover and net worth in last 5 years					
	Financial year	Turnover Net worth				
6	Details of Completed plants in last 7 years All projects of capacity 5000 NM3/hr are only to be included.					
Sl. No.	Name of Project	Name of Client	Capacity (Gas/Liquid) Nm3/hr	Date of award	Date of Completion	Order value

Any Other information:

(Sign & Company Seal)
 Authorized Signature

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					Rev. No.	Date	Revision Details	Revised By	Approved By
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BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Heavy Plates & Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone :

E-mail :

TERMS AND CONDITIONS
TENDER No:
1. Details of submitting the offer:

Offers shall be submitted in Two Parts.

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

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 so as to reach us on or before **XX.XX.2019** at the following address:

**AGM (Marketing, Engg., E&C),
Heavy Plates & Vessels Plant,
Bharat Heavy Electricals Limited,
Visakhapatnam-530012
Andhra Pradesh, 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. Bid Opening:

Technical & Un-Priced Bids shall be opened in public on the due date provided sufficient Bidder's offers are received.

Priced bids of qualified bidders shall be opened in Public with prior intimation regarding Date and Time of bid opening.

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BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Heavy Plates & Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone :

E-mail :

3. Discrepancy in "Words" & "Figures":

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - d) 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.
4. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

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.

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.

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Heavy Plates & Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone :

E-mail :

6. GST Clauses:

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 (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.

7. 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.

8. Documents submitted with the offer shall be signed and stamped on each page by authorised representative of the vendor. No deviations are permitted.
SIGNATURE OF VENDOR WITH STAMP


BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Heavy Plates & Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone :

E-mail :

9. 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 and 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. Special provision for Women owned Micro and Small Enterprises: Out of 25% tendered quantity reserved for MSE suppliers, 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs.
 - iii. Special provision for Micro and Small Enterprises owned by SC or ST: Out of 25% tendered quantity reserved for MSE suppliers, 6.25% 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. MSE Suppliers shall declare the Udyog Aadhaar Memorandum (UAM) number on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs order 2012 for tenders invited electronically through CPPP.
10. No overdue interest will be payable by BHEL to either supplier or his bankers.
11. Respective bank charges to respective account.
12. Taxes and duties: Taxes and duties in respective countries are to be borne by BHEL and vendor.

SIGNATURE OF VENDOR WITH STAMP

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Heavy Plates & Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone :

E-mail :

-
13. 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.
14. 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.
15. MoU shall have back-to-back arrangements / commitments with prospective Pre-bid partner to meet BHEL-Customer Contractual conditions.
16. MoU shall be framed with a condition that in the event of price reduction during negotiations by BHEL with Customer, corresponding reduction to be passed on by Pre-bid partner for their scope of supply/services.

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COMMERCIAL TERMS AND CONDITIONS (For Indigenous Suppliers)			
SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
1	PAYMENT TERMS	<u>For Basic Engg.:</u> 20% payment shall be made within 45 days from the date of receipt of all documents. <u>For Supply of material:</u> 60% payment shall be made within 45 days from the date of receipt and acceptance of materials at Customer Site. <u>For Supervision of Commissioning & PGT :</u> 20% Payment shall be made within 45 days against submission of invoice with certification from BHEL HPVP Site In- charge regarding completion of Supervision of Commissioning & PGT at Customer 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	All the required documents are to be submitted stage wise within 3 months from the date of Purchase Order.	
		For Supply of Equipment , Vendor to indicate best possible delivery period.	
3	DELIVERY BASIS	FOR BHEL, HPVP Stores, Visakhapatnam	
4	FREIGHT CHARGES	Included. (if extra indicate in %)	_____ % extra on Basic rate / Included. (Strike out whichever is not applicable)
5	TRANSIT INSURANCE	Included. (if extra indicate in %)	_____ % extra
6	PACKING & FORWARDING	Included. (if extra indicate in %)	_____ % extra on Basic rate / Included . (Strike out whichever is not applicable)
7	GST	% of applicable GST	
8	HSN /SAC Code	HSN/SAC Code(As Applicable)	
9	OFFER VALIDITY	6 Months or till finalization of order	

SIGNATURE OF VENDOR WITH STAMP

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
10	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 supply order value per week of delay or part thereof subject to maximum of 10% of the total supply 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 applicable GST shall also be recovered from the supplier.	
11	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.	
12	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.	
13	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.	
14	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.	
15	GUARANTEE CERTIFICATE	Vendor should guarantee the material against all design and manufacturing defects and for performance for a period of 24 months from the date of last dispatch or 18 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.	

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
16	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.	
17	FIRM PRICE	Price should be firm till execution of order.	

COMMERCIAL TERMS AND CONDITIONS (For Foreign Suppliers)

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
1	PAYMENT TERMS	<u>For Basic Engg.:</u> 20% 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. <u>For Supply of material:</u> 60% 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. <u>For Supervision of Commissioning & PGT:</u> Payment shall be made on CAD basis within 45 days against submission of invoice with certification from BHEL HPVP Site In-charge regarding completion of Supervision of Commissioning & PGT at Customer site.	
2	DELIVERY PERIOD	All the required documents are to be submitted stage wise within 3 months from the date of Purchase Order. For Supply of Equipment , Vendor to indicate best possible delivery period.	
3	DELIVERY BASIS	CFR – CHENNAI (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 rate / Included. (Strike out whichever is not applicable)
6	INSPECTION CHARGES (Inspection shall be in vendor scope)	Included. (if extra indicate in %)	_____ % extra on Basic rate / Included. (Strike out whichever is not applicable)
7	PORT OF LOADING	To be specified by the supplier	
8	OFFER VALIDITY	6 Months or till finalization of order	
9	In case of LC payment	a) 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. b) The documents are to be negotiated within 15 days from the date of Bill of Lading/ Air Way bill. c) The charges towards any LC extension on account of delay in delivery/ reasons attributable to supplier shall be to the beneficiary's account.	

SIGNATURE OF VENDOR WITH STAMP

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
10	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 supply order value per week of delay or part thereof subject to maximum of 10% of the total supply 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.	
11	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.	
12	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.	
13	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.	
14	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.	
15	GUARANTEE CERTIFICATE	Vendor should guarantee the material against all design and manufacturing defects and for performance for a period of 24 months from the date of last dispatch or 18 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.	

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
16	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. e.1 will required to be followed.	
17	FIRM PRICE	Price should be firm till execution of order.	