



ISO 9001:2015, 14001:2004,
50001:2011 & OHSAS 18000
MAHARATNA COMPANY

सामग्री प्रबंधन (क्रय विभाग)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
सेंट्रल फाउंड्री फोर्ज प्लांट
रानीपुर, हरिद्वार -249403

फोन नंबर + 91-1334-285524 / 284060, फैक्स नंबर। + 91-1334-225892

ई-मेल: ssgmmandeep@bhel.in; akaithal@bhel.in; kumar.alok@bhel.in

Ref: FF/PPX/5116/21-22/

Clause	Particulars	Details	Vendor's response (Agree/Disagree)
1.0	Basic Tender Details		
1.1	Item	Aluminium Notched Bars	
1.2	CFFP Specification no.	AA11314 REV 03	
1.3	CFFP BHEL Material Code:	FF1230361014	
1.4	Quantity:	10,000 Kg (+/-5%)	
1.5	Validity of offer	20 days from techno-commercial part-1 tender opening date	
1.6	Price	Firm till execution of Order. Evaluation of price bids will be done on the basis of total delivered cost at CFFP i.e. Landed cost net of Input Tax Credit at CFFP.	
1.7	Currency of Contract	Only in Indian Rupee	
2.0	Techno Commercial Terms & Conditions		
2.1	Delivery of Material	Door delivery basis i.e. FOR Destination (Destination being Central Stores/CFFP/BHEL Haridwar). Offer must be clear & including all the charges like freight, insurance, packing & forwarding etc.	
2.2	Delivery Schedule	F O R CFFP Delivery - within 5 days from the date of PO. Early delivery acceptable. Delivery period is fixed and non-negotiable. Offer having more than 5 days delivery period may not be entertained. Liquidated Damage (LD) will be calculated as per above mentioned delivery schedule. Delivery in the promised period is the essence of contract. Requests for delivery extension from the seller in lieu of Non-availability of transport / inspection agency etc. will not be entertained by CFFP, BHEL.	
2.3	Material technical specification	Material shall be supplied as per specification no. AA11314 Rev no. 03 in all respects and the bidder has to confirm agreement of all the clauses of the said specification.	
2.4	No Pro-Rate payment	For payment for accepted material in the specified range, no prorated rate will be permitted for any constituent element in the material.	
2.5	Guarantee Certificate	Guarantee Certificate of 12 months from the date of supply of material, shall be provided by the seller along with dispatch documents. In case of any non-conformity with respect to the specification No. AA11314 REV 03, the supplied material must be replaced free of cost.	
2.6	Test Certificate	Original Manufacturer's Test Certificate with linkage to supplied material must be provided along with dispatch documents.	
2.7	Acceptance Criteria	Acceptance of material shall be after final inspection at CFFP BHEL Haridwar as per specification AA11314 Rev 03 and shall be binding on seller. Material not found in conformance with applicable specification & purchase order conditions will be rejected.	
2.8	If Rejected	In case material gets rejected during final inspection at CFFP, the same must be replaced by supplier within 45 days of rejection memo date. All the charges (like To & Fro freight, insurance etc.) for replacement shall be borne by supplier. Date of receipt of replacement material, if accepted, shall be	



ISO 9001:2015, 14001:2004,
50001:2011 & OHSAS 18000
MAHARATNA COMPANY

सामग्री प्रबंधन (क्रय विभाग)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
सेंट्रल फाउंड्री फोर्ज प्लांट
रानीपुर, हरिद्वार -249403

फोन नंबर + 91-1334-285524 / 284060, फैक्स नंबर। + 91-1334-225892
ई-मेल: ssgmmandeep@bhel.in; akaithal@bhel.in; kumar.alok@bhel.in

Ref: FF/PPX/5116/21-22/

Clause	Particulars	Details	Vendor's response (Agree/Disagree)
		considered as actual delivery date with respect to the PO delivery date for calculating penalty for Late Delivery.	
2.9	Payment Terms	<p>100% payment will be made to the seller within 45 days after receipt; subject to acceptance of material at CFFP / BHEL, Haridwar through e-payment by the Buyer.</p> <p>In case of non-acceptance of payment term, loading on prices will be done for the period relaxation is sought for.</p> <p>Rate of loading will be 6% above Base rate of SBI (as applicable on the date of technical bid opening).</p> <p>Payment term involving payment of material before receipt & acceptance of material at CFFP will not be acceptable and bids will be ignored.</p> <p>b) Offers with advance payment term or Supply linked to payment of earlier lots shall not be accepted.</p> <p>c) Interest shall not be paid for late / delayed payment, if any.</p>	
2.10	Criteria for determining offered rate of bidder	Evaluation of price bids (for deciding L-1) will be done on the basis of total delivered cost at CFFP i.e. Landed cost net of Input Tax Credit at CFFP.	
2.11	Part Quantity	BHEL reserves its right to place order for part quantity of tender enquiry. Quoted rate not to be linked with order quantity. In case, it is linked to order quantity, offer will be ignored.	
2.12	Weightment	Weightment at CFFP shall be final and binding on supplier. No variation shall be accepted. Payment shall be made for the lower of Invoice Quantity or actual quantity received at CFFP.	
2.13	MSE manufacturer	25% quantity will be preferred for Indian MSE vendor, if quoted. Benefit will be passed to only MSE Manufacturer of quoted item. Vendor to furnish proof of UAM/Udyam certificate (indicating itself as manufacturer of quoted item) Conditions for availing Micro & Small Enterprises (MSE's) benefits by Indian Bidders - will be as per clause no. of 23 of GISTC for Indian Bidders (Version Oct-2021, Rev07)	
2.14	Make in India	Prescribed quantity will be preferred for Class-I local supplier , if quoted as per applicable guidelines. Vendor to provide certificate giving the percentage of local content for quoted item Conditions to avail benefits under Public Procurement (Preference to MAKE IN INDIA) order 2017 and its amendment thereof - will be as per clause no. of 25 of GISTC for Indian Bidders (Version Oct-2021, Rev07)	Class I local supplier / Class II local supplier/ Non-Local Supplier
2.15	Manufacturer or Trader	Please specify whether you are manufacturer or Trader for the quoted item.	
2.16	Tie breaker Clause	<p>In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders.</p> <p>In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided</p>	



ISO 9001:2015, 14001:2004,
50001:2011 & OHSAS 18000
MAHARATNA COMPANY

सामग्री प्रबंधन (क्रय विभाग)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
सेंट्रल फाउंड्री फोर्ज प्लांट
रानीपुर, हरिद्वार -249403

फोन नंबर + 91-1334-285524 / 284060, फैक्स नंबर। + 91-1334-225892
ई-मेल: ssgmmandeep@bhel.in; akaithal@bhel.in; kumar.alok@bhel.in

Ref: FF/PPX/5116/21-22/

Clause	Particulars	Details	Vendor's response (Agree/Disagree)
		<p>by a toss/draw of lots, in the presence of the respective L1 bidder(s) or the representative(s).</p> <p>Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.</p>	
2.17	Remedial Clauses	<p>Purchase order placed against this tender enquiry shall be subject to normal clauses for imposing Liquidated Damages(LD) for Late Delivery, Risk purchases, Cancellation etc. in case of delay in effecting supply and or other defaults as per following conditions:</p> <p>a. Liquidated Damages for Late Delivery: The delivery of the goods shall be made strictly as per time limit specified in delivery schedule of Purchase Order, failure to supply within this period will make the seller liable to pay Liquidated Damages as per Clause 9 of GISTC for Indian bidders</p> <p>Any correspondence regarding waiver of LD shall not be entertained.</p> <p>In case of non-acceptance of Liquidated Damages, price will be loaded for the unaccepted portion.</p> <p>b. Risk Purchase: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order by the seller, the Buyer reserves the right to cancel the purchase order in full or part thereof, and may also make the purchase of such material from alternative source at the risk and cost of the seller.</p>	
2.18	Settlement of disputes / arbitration.	<p>In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar. For more details refer GISTC for Indian Bidders (Version Oct-2021, Rev07)</p>	
2.19	Unregistered Vendors	<p>Unregistered vendors have to fill the SRF (Supplier Registration Form) of their company online at our website www.bhel.com or www.hwr.bhel.com. They can fill the SRF of their company at this link: https://supplier.bhel.in/.</p> <p>•For new vendors not registered with us, kindly furnish copy of following documents:</p> <ul style="list-style-type: none">▪ Company Name and Address Proof.▪ GST Number (Scan Copy of Acknowledgement)▪ PAN Copy• MSME Certificate (UAN, Udyam if Any)	
2.20	Performance Review	<p>During the execution of Purchase Order placed against this tender enquiry, vendor's performance shall be reviewed as per BHEL rules & guidelines.</p> <p>In case of failure to supply material in time or supply of inferior quality / defective material, CFFP, BHEL will be free</p>	



ISO 9001:2015, 14001:2004,
50001:2011 & OHSAS 18000
MAHARATNA COMPANY

सामग्री प्रबंधन (क्रय विभाग)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
सेंट्रल फाउंड्री फोर्ज प्लांट
रानीपुर, हरिद्वार -249403

फोन नंबर + 91-1334-285524 / 284060, फैक्स नंबर। + 91-1334-225892
ई-मेल: ssbgmandeep@bhel.in; akaithal@bhel.in; kumar.alok@bhel.in

Ref: FF/PPX/5116/21-22/

Clause	Particulars	Details	Vendor's response (Agree/Disagree)
		to take suitable action against seller as per company policy which includes (but not limit to) cancellation of PO, arranging material on Risk Purchase basis, etc.	
2.21	Offer not considered if	Conditional offer clashing with the tender conditions shall be liable to get ignored in case vendor does not withdraw the same. Non-negotiable conditions: Delivery schedule, Risk Purchase clause, Third party Inspection(if applicable) at Vendor's end & any other clause stated in this document for non-consideration of offers.	
2.22	e-tender website	Tender will be accepted only on e-procurement portal: https://eprocurebhel.co.in .	
2.23	Tender Document Details	a. 1st part bid – Techno Commercial Bid and PQC: following documents will be opened. i. Submit signed scanned copy of this Terms & condition along with offer submitted on e-procurement portal. ii. Applicable taxes & duties at the time of tender opening iii. Replica of Price –bid (without rates) iv. Validity of rates minimum 45 days from techno-commercial (part-1) tender opening date. b. 2nd part bid – Price Bid will be opened of only techno-commercially suitable vendors.	
2.24	Restrictions on import from countries sharing land border with India	All provision of order no. F.No. 6/18/2019-PPD of Department of Expenditure(DoE) shall be applicable for this tender enquiry (Order copy is available at https://doe.gov.in/procurement-policy-divisions). Bidder has to submit a certificate certifying following along with the offer: “I have read the clause regarding restrictions on procurement from a bidder of a country which shares land border with India; I certify that bidder (Name of bidder) is not from such a country or if from such a country, has been registered with the competent authority. I hereby certify that bidder: (Name of bidder) fulfils all requirements in this regard and is eligible to be considered.” If the bidder is from such a country, which shares a land border with India, evidence of valid registration by the competent authority shall be attached alongwith the offer.”	
2.25	PO Treatment	BHEL reserves the right to short close the Purchase Order(PO) or any extension thereof at any stage as per clause no. of 16 of GISTC for Indian Bidders (Version Oct-2021, Rev07)	
2.26	In case of failure to supply	In case of failure to supply material in time or supply of inferior quality/defective material, CFFP, BHEL will be free to take suitable action against seller as per company policy which includes (but not limit to) cancellation of PO, arranging material on Risk Purchase basis, etc.	



ISO 9001:2015, 14001:2004,
50001:2011 & OHSAS 18000
MAHARATNA COMPANY

सामग्री प्रबंधन (क्रय विभाग)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
सेंट्रल फाउंड्री फोर्ज प्लांट
रानीपुर, हरिद्वार -249403

फोन नंबर + 91-1334-285524 / 284060, फैक्स नंबर। + 91-1334-225892
ई-मेल: ssgmandeep@bhel.in; akaithal@bhel.in; kumar.alok@bhel.in

Ref: FF/PPX/5116/21-22/

Clause	Particulars	Details	Vendor's response (Agree/Disagree)
2.27	Other terms & Conditions	Terms & conditions not specified above shall be as per GISTC for Indian Bidders (Version Oct-2021, Rev07)	
2.28	Order to Be Placed On	Company Name and Address Contact person	

Note: In case of any difference in conditions quoted above & elsewhere in the offer, terms quoted above shall be treated as final and binding on vendor.

We hereby confirm our acceptance for compliance of Terms & Conditions stipulated above.

For & on behalf of

Name of Seller

Signature of Authorized Signatory

Company Seal

Name & Address

Phone No.

Email id.

Date