



ANNEXURE – B

RATE CONTRACT TENDER FOR ALUMINIUM SHEETS

Essential Commercial Terms & Conditions – Indigenous Bidders (To be filled in full and to be submitted along with Techno Commercial Bid)

(For Indigenous suppliers only)

S.No	TERMS & CONDITIONS	Bidders confirmation/Details
1)	PRICE :Firm Price for conversion and acceptance for Price Variation Clause (PVC) as per clause K(1) of Annexure A	
2)	Delivery terms: FOR / Destination - freight & Insurance (breakup shall be given Separately). – Single Freight rate for any BHEL designated destination within India	
3)	ED in % (Excise Invoice to be given for Cenvat benefit). [Excise Duty is exempted for despatches made to Mega power projects bagged under ICB route. Necessary ED exemption documents will be provided by BHEL].	
4)	ST in % (CST against form 'C' / VAT) For Inter state: For Intra state:	
5)	Octroi / Entry tax charges if any to be included in bidders' scope. (Since enquiry destination has been given, vendor has to ascertain the applicability of octroi)	Suppliers Account only
6)	Packing & forwarding: [Please indicate if included in % if extra]	
7)	Delivery Place: As per Annexure D	
8)	Specific compliance to our Standard Technical specification and IS737 Gr.19000 H2 / ASTM B209-10-1060 Temper H14 (AA1200H14)	
9)	Delivery period of product from the date of LOI:	
	Initial Lead time	
	Quantity that can be delivered in a month (In MT)	
10)	Confirmation that bidder is Original Manufacturer of Aluminium Coils	
11)	Supplier Registration Forms- Supplier registration forms in the format available in the BHEL website- www.bhel.com and other required documents called for in the SRF to be submitted along with the technical offer.	
12)	Confirmation L.D. clause @ 0.5% per week subject to a maximum of 10% for the delayed delivery. In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder	
13)	Our standard payment term: 100% with in 45 days after receipt and acceptance of materials (with Site acknowledged Lorry Receipt) at BHEL designated destinations for MSME suppliers and OR 100% with in 90 days after receipt and acceptance of materials (with Site acknowledged Lorry Receipt) at BHEL designated destinations for non MSME suppliers.	
14)	Offer Validity: The Validity shall be 90 days from the date of Price Bid opening. In case, price bids are opened through Reverse Auction, the offered price in Reverse Auction shall be valid for 90 days from the date of Reverse Auction.	
15)	INSPECTION BEFORE DESPATCH	Will be done at Vendor's Works before Dispatch by BHEL / BHEL's customer / BHEL's authorized Inspection agency



16)	TEST CERTIFICATE	Required	
17)	BHEL Standard Guarantee Clause: Your confirmation to our standard Guarantee clause that the materials are to be guaranteed for satisfactory performance for a period of twelve months from the date of commissioning / putting into use (or) eighteen months from the dispatch which ever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Ranipet / Destination basis within a reasonable time. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order		
18)	Risk Purchase Clause: The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the seller has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The seller shall be liable for all losses and extra expenditure which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rates of LD clause agreed.		
19)	Issue of Material Dispatch clearance	Based on Test certificates, Test reports along with BHEL/BHEL AUTHORISED AGENCY inspection reports, in the event of ordering.	
20)	SPECIFICATION DEVIATION DISPOSITION REPORT [SDDR] Attached SDDR to be filled & submit along with offer. (If NO deviation is taken, NIL report to be submitted).		
21)	Confirmation if unpriced bid copy is enclosed along with technical offer		
22)	Quantity tolerance – As per Enquiry		
23)	Reverse Auction (R/A) / Bidding through Internet: Supplier confirmation required.		
24)	Supplier status: Micro / Small / Medium – Valid certificate to be attached with offer as a proof.		

NOTE : 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 .

The above Commercial Terms and Conditions are confirmed by us for this tender. In case there is a variance between the conditions confirmed above and the main offer, we certify that the Commercial Terms and Conditions given above is applicable . Such Commercial Terms and Conditions in the main offer may be considered null and void by the Purchaser and this is accepted by us.

Date:

Name & designation of the seller



REQUIREMENT OF TECHNICAL DETAILS /CONFIRMATION
(For Indigenous Suppliers)

(To be filled in full and to be submitted along with offer)

S.NO	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01	SPECIFICATION As Per IS737 Gr 19000 H2 / ASTM-209-10-1060 Temper H-14 (AA 1200 H14)	Clause wise / Point wise confirmation to be given in TOTO for all specifications & to be submitted along with offer. (i.e Xerox copy of specn duly filled with your acceptance / comments duly signed & sealed).	
02	DATA SHEET	Filled Data Sheet are to be submitted along with offer.(if applicable).	
03	QUALITY PLAN	To confirm applicable QP will be followed. (OR) Your Quality Plan to be submitted for our review & approval along with offer.	
04	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)	Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted).	

SPECIFICATION DEVIATION DISPOSITION REPORT				
Specn	Item			
Enq.No &Date				
Vendor Name				
SPECN				
Page	Clause	Details Of Deviation With Reason	Disposition By BHEL	
Signature Of Vendor			Reviewed By	
“ AGREED DEVIATION “ if any to be incorporated in the PO in the event of order.			APPROVED BY	

Date

VENDOR'S SIGNATURE WITH SEAL



ANNEXURE – B

RATE CONTRACT TENDER FOR ALUMINIUM SHEETS

Essential Commercial Terms & Conditions – NON Indigenous Bidders (To be filled in full and to be submitted along with Techno Commercial Bid)

(For Import suppliers only)

Sl.No	Buyers preference	Sellers Acceptance
1.	PRICE :Firm Price for Conversion and acceptance for Price Variation Clause (PVC) as per clause K(2) of Annexure A	
2.	DELIVERY TERMS (FOB Seaport).	
3.	Packing and forwarding to be included [If extra indicate in %]	
4.	Delivery Period- Please indicate Firm delivery period with clear reference from the date of LOI	
5.		
6.	Initial Lead time Quantity that can be delivered in a month (In MT)	
7.	Specific compliance to our Technical specification ASTM B209-10-1060 Temper H14 (AA1200 H14)	
8.	Validity of offer (minimum of 90 days from the date of price opening)	
9.	Please indicate the gross weight of the consignment including seaworthy packing per MT	
10.	Name of nearest Sea Port at foreign soil	
11.	Payment Term : 100% by unconfirmed irrevocable Letter of Credit by a first class bank in India payable within 10 days after receipt of the documents at the opening bank.. Indian Bank charges to BHEL A/C. Foreign Bank charges to Sellers account	
12.	Name your bankers on whom the L/C Negotiation can be restricted with swift code	
13.	Confirmation L.D. clause as indicated in Enquiry @ 0.5% per week subject to a maximum of 15% for the delayed delivery. In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 10% penalty clause, then balance 5% will be loaded for evaluating lowest bidder	
14.	Details of Indian office/agent if any. Valid Indian Agent agreement copy to be submitted along with technical offer	
15.	Indian agency commission if any (to be quoted clearly and payable in Indian rupees)	
16.	Confirmation that bidder is Original Manufacturer of Aluminium Coils with name and Country of Origin	
17.	Country of Origin & Confirmation for the submission of Country of Origin Certificate	
18.	Supplier Registration Forms- Supplier registration forms in the format available in the BHEL website- www.bhel.com and other required documents called for in the SRF to be submitted along with the technical offer.	
19.	BHEL Standard Guarantee Clause: Your confirmation to our standard Guarantee clause that the materials are to be guaranteed for satisfactory performance for a period of twelve months from the date of commissioning / putting into use (or) eighteen months from the dispatch which ever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Ranipet/ Destination basis within a reasonable time. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order	
20.	Risk Purchase Clause: The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the seller has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The seller shall be liable for all losses and extra expenditure which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rates of LD clause agreed. Bidders who do not accept this clause will be rejected	
21.	INSPECTION BEFORE DESPATCH –In case of supplies from any new suppliers, material inspection shall be carried out by third party inspection agency like Lloyds or SGS or BVQI prior to shipment at supplier’s work and total inspection charge shall be borne by the suppliers only.	
22.	SPECIFICATION DEVIATION DISPOSITION REPORT [SDDR]	



	Attached SDDR to be filled & submit along with offer. (If NO deviation is taken, NIL report to be submitted).	
23.	Confirmation for the Submission of Test Certificate	
24.	Confirmation if unpriced bid copy is enclosed along with technical offer	
25.	Quantity tolerance – As per Enquiry	
26.	Reverse Auction (R/A) / Bidding through Internet: Supplier confirmation required	

NOTE : 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 .

The above Commercial Terms and Conditions are confirmed by us for this tender. In case there is a variance between the conditions confirmed above and the main offer, we certify that the Commercial Terms and Conditions given above is applicable . Such Commercial Terms and Conditions in the main offer may be considered null and void by the Purchaser and this is accepted by us.

Date:

Name & designation of the seller



REQUIREMENT OF TECHNICAL DETAILS /CONFIRMATION
(For Overseas/Foreign Suppliers)

(To be filled in full and to be submitted along with offer)

S.NO	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01	SPECIFICATION As Per IS737 Gr 19000 H2 / ASTM-209-10-1060 Temper H-14 (AA 1200 H14)	Clause wise / Point wise confirmation to be given in TOTO for all specifications & to be submitted along with offer. (i.e Xerox copy of specn duly filled with your acceptance / comments duly signed & sealed).	
02	DATA SHEET	Filled Data Sheet to be submitted along with offer.(if applicable).	
03	QUALITY PLAN	To confirm applicable QP will be followed. (OR) Your Quality Plan to be submitted for our review & approval along with offer.	
04	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)	Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted).	

SPECIFICATION DEVIATION DISPOSITION REPORT				
Specn	Item			
Enq.No &Date				
Vendor Name				
SPECN				
Page	Clause	Details Of Deviation With Reason	Disposition By BHEL	
Signature Of Vendor			Reviewed By	
“ AGREED DEVIATION “ if any to be incorporated in the PO in the event of order.			APPROVED BY	

Date

VENDOR'S SIGNATURE WITH SEAL



INDIGENOUS MSME SUPPLIERS TO SUBMIT THE FOLLOWING DULY FILLED
IN THE LETTER HEAD OF THE C.A. FIRM

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/shaving its registered office atis registered under MSMED Act 2006 and categorized underunit vide their Registration Number.....(copy enclosed)

Further certified that the investment of company in Plant & Machinery as on 31st March is Rs.....Lacs i.e. below Rs.25 Lacs / 5 Crores as permissible for Micro / Small unit respectively under MSMED ACT 2006. Hence the company is under category of Micro/Small(strike off whichever is not applicable) unit for the financial year

It is further certified that cumulative investment in Plant & Machinery during (01/04/..... - till date) is below the permissible limit of Rs.25 lacs / 5 Crores for Micro / Small unit respectively and Company is under the category ofunit as on date i.e. 31/03/.....

The Directors of the company have been instructed to intimate their clients in case of change of investments in Plant & Machinery, if any, in future with proper supporting documents.

This Certificate is **VALID FOR ONE YEAR ONLY** from the date of issue subject to the above referred instruction with reference to **“Change of Investments”**

for
Chartered Accountants

Name:
Membership Number:
Full address
Place:
Date: