



# BHARAT HEAVY ELECTRICALS LIMITED

HEAVY POWER EQUIPMENT PLANT

PURCHASE-SWITCHGEAR - DIVISION

RAMACHANDRAPURAM, HYDERABAD

**Buyer added Specific Terms & Conditions for GeM Portal Tenders**

**COLLECTIVE NO. G6A1V33112, Journal pressure Spring**

Sl. No	Detailed Terms & Conditions	Vendor Response Yes/No
1	<p>Your best quotation/offer for below mentioned requirement, in line with BHEL specification should be submitted online via GeM system.</p> <p><b>Item Description:</b> Journal pressure Spring, HP 1103  <b>BHEL Material code:</b> BA9717552037  <b>Specification no.:</b> BA75019, REV-02</p> <p><b>Quantity:</b> Total 18 nos.</p> <p>For Panki project, Quantity: 8 Nos.            For Bhusawal project, Quantity: 10 Nos.</p>	
2	<p><b>Delivery schedule:</b></p> <p>Bidder to quote their best possible delivery schedule.</p> <p>However, bidder(s) to meet the delivery schedule as mentioned in GeM bid details. BHEL reserves the right to reject the offer of the bidder (s) in case of bidder's quoted delivery schedule will not meet the BHEL's requirement.</p>	
3	<p><b>Payment terms &amp; conditions:</b></p> <p>100% payment along with taxes, freight &amp; insurance will be made within 75 days from the date of receipt of complete documentation as per PO. However, payment would be done only after receipt of original documents, including site/ Customer acknowledgement on LR (MRC - Material Receipt Certificate at site) / GR clearance at BHEL Stores. For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, this period will be 45 days* as prescribed in the relevant act.</p> <p>Adherence to the above time schedule of payment is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment.</p> <p>*The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase Order delivery date or the amount actually paid whichever is less.</p> <p>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 reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/ leviable on BHEL.</p> <p><b>Above terms &amp; Conditions are non-deviatable and BHEL reserves the right to reject the offer of bidder (s) in case of non-acceptance of above Payment terms.</b></p>	
4	<p>For Claiming Payments <b>for goods</b> received at BHEL works from Vendors' Works</p> <ol style="list-style-type: none"> <li>Original of Invoice marked as ORIGINAL FOR RECIPIENT</li> <li>Duplicate of Invoice marked as DUPLICATE FOR TRANSPORTER</li> <li>Packing List - clearly showing number of packages, gross weight and net weight.</li> <li>Warranty/Guarantee certificates (If applicable as per PO terms)</li> <li>Third Party Inspection Certificates along with complete inspection report</li> <li>LR Consignee copy</li> </ol>	

	(For material received at BHEL, payment will be made against GR for accepted quantity)	
5	<p><b>Guarantee / Warranty Period :</b></p> <p><b>(Deviation to this clause is not acceptable.)</b></p> <p>Wherever required, and so provided in the specifications/Purchase Order, the seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period, the delivery is found to be non-complaint, the seller shall on his own account, replace repair, or re-execute the delivery at Purchaser's discretion on the purchaser's first request or within the mutually agreed period, without prejudice to Purchaser's other legal rights. If the seller continues to default on their obligations, purchaser has the right to proceed to replace, repair or re-execute the order at the seller's expense, with or without help from third parties. Purchaser shall notify the seller of the exercise of this right in advance where ever possible. Unless otherwise specified, guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply/replacement whichever is earlier. For bought out packages which are intended to be incorporated in installations or systems the guarantee period shall not start until the time the installations or systems are commissioned, provided always that the period ends not later than 30 months after the date of supply of the goods.</p> <p>The guarantee period shall be extended by the period during which the goods are not in compliance. A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.</p>	
6	<p><b>Penalty Clause:</b></p> <p>As per GeM General Terms &amp; Conditions.</p> <p>However, C Note (In case of destination of goods is BHEL, Hyderabad) or MRC date (In case the destination of goods is Direct Dispatch to Site), whichever is applicable shall be considered as a delivery date for Penalty Calculation.</p>	
7	<p><b>Submission of Drawings / documents:</b></p> <p>Major activity timelines shall be as follows:</p> <ol style="list-style-type: none"> <li>a. PO acknowledgement by vendor: <b>within 3 days from PO date</b></li> <li>b. Submission of drawing/data sheet/Quality Plan (QAP) etc: <b>within 14 days from date of PO</b></li> <li>c. Comments/Approval of drawing/data sheet/QAP : <b>7 days from date of submission for the first submission</b></li> <li>d. Subsequent submission of drawing/data sheet/QAP: <b>7 days from date of comment</b></li> <li>e. Comments/Approval of drawing/data sheet/QAP : <b>7 days from date of resubmission</b></li> <li>f. Raising of Inspection Call by vendor: <b>5 days before scheduled inspection date</b></li> <li>g. Despatch Instruction: <b>03 days from receipt of final inspection clearance report to BHEL.</b></li> </ol> <p>Receipt of Material at BHEL HYD: <b>Within delivery schedule as agreed</b></p>	

8	Bidder to submit duly Signed & Stamped copy of a) Annexure 3 - local content b) Annexure 4 – Restriction of procurement from Countries sharing land with India along with your Technical Offer c) Pre-qualification requirement	
9	<p><b>Note:</b></p> <p>Bidder to follow following approved while inspection of material:</p> <p>a) For BHUSAWAL: QAP no. HYQA/MQP/JOC/505/776          b) PANKI SPARES: QAP No. HYQA/BM/JOC/MQP/500/757</p> <p>For Panki project, material to be inspected by NTPC approved TPI.</p>	
10	<p><b>For any Further details/queries regarding this Tender, you may please contact the following Officers:</b></p> <p>a) Sujeet Kumar, Manager/Pur/SG – <a href="mailto:sujeetkum@bhel.in">sujeetkum@bhel.in</a>          b) Suneel Kumar B, Dy. Manager/Pur/SG – <a href="mailto:suneelkb@bhel.in">suneelkb@bhel.in</a></p> <p><b>You can call us on 040-23182428/2457</b></p>	

**Vendor's Signature with Seal**

**Proforma for self-certification by Supplier for minimum local content on their letter head for tender value less than Rs 10 Crore**

"We \_\_\_\_\_ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified in the policy) for claiming Purchase Preference linked with Local Contents under the Govt. policy against tender no. \_\_\_\_\_."

Sd/-  
Authorized Signatory with Stamp

## **ANNEXURE IV**

### **Proforma for self-certification by Supplier for Compliance to below Clause**

**Clause:** Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority. <https://www.mea.gov.in/> to be referred for latest details of competent authority and exemptions.

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s \_\_\_\_\_ **(Name of firm)**

(Tick the Appropriate)

**Is not from such a country**

**Is from such a country and has been duly registered with the competent authority.** (If, Yes Please enclose the Approval obtained from Competent Authority)

I hereby certify M/s \_\_\_\_\_ **(Name of firm)** fulfills all requirements in this regard and is eligible to be considered (where applicable, valid registration by the competent authority shall be attached)

Sd/-  
Authorized Signatory with Stamp

<b>PRE-QUALIFICATION REQUIREMENT</b>		Document no: PQR/1200033112		
<b>1. Journal PR Spring ( BA9717552037).</b>				
S.No	BHEL Requirement	Vendor's Confirmation	Deviation if Any	Remarks
1	All the suppliers need to submit this document i.e. titled pre-qualification requirement and furnish required information along with offer.			
2	a)	Name, address, e-mail id, contact no.etc. of manufacturer of Motor		
	b)	Name, address, e-mail id, contact no. etc. of authourised agency / trading house quoting on behalf of manufacturing company. In case offer is received from authourised agency / trading house, the following requirements shall be full filled. i) Valid letter of authorisation and copy of agreement to be enclosed with offer. ii) The offer shall be either from the authorised agency or from the manufacturer directly. In case of BHEL receiving offer from both, then offer from manufaturer will only be considered. Offer from an unauthorised agency / entity on behalf of any vendor shall be summararily rejected. iii) Name, address, e-mail id, contact no.etc. of entity on whom order to be released in case of L1 shall be clearly indicated.		
3	Supplier to confirm/provide the following criteria/documents for evaluation of offer.			
	(a)	Vendor should furnish the experience in supply of alloy steel coil spring with minimum dia of 85mm and length of 500 mm from the proposed manufacturing plant. Particulars of experience / credentials of the orders which are executed of similar nature not older than 3 years ( PO copies, Quality plans, test reports of the orders to be enclosed).		
	(b)	Vendor should confirm complete compliance to BHEL drawing • 26130000776-00. • BA75019 -- Technical Delivery condition. If any deviation with respect to		

		drawing/specification vendor has to provide the deviation list for review			
	(c)	Major BHEL/TPI verifications points <ul style="list-style-type: none"> <li>• Chemical composition</li> <li>• Mechanical</li> <li>• Heat treatment chart</li> <li>• Spring Rate</li> </ul>			
	(d)	The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website "www.bhel.com".			
	(e)	All the documents shall be furnished only in English. Documents furnished in other languages will not be considered for further evaluation.			
4		Offers without the requirement as above 3(a),3(b),3(c),3(d),3(e)will not be technically evaluated by BHEL. Further, no correspondence in this matter will be entertained.			
6		BHEL team may carry out vendor evaluation/assessment(incase of a new vendor)by a visit to vendor works for qualifying /rejecting the technical bid based on the findings of the visit.			
7		Vendors to submit their bid in 2 - part system i.e. Part-I shall consists of Pre-Qualification Criteria along with the required documents and Techno-Commercial Bid. Part-II shall consists of Price Bid. Offers failing to meet prequalification part will not be considered for further evaluation.			