

**Special terms & conditions for Enquiry no. E3763022**

Please refer General terms and conditions of enquiry form no. BP 200102C. If any deviations, please mention in your quotation otherwise it shall be taken that all terms and conditions are accepted by you.

1. Please quote your best rate through your DSC (Digital Signature Certificate) in our E-Tender system through <https://eprocurebhel.co.in/nicgep/app> on or before due date. Paper bid to be not accepted in E-Tender.

2. **Delivery Terms: -**

Delivery Terms should be **F.O. R Destination** on Door delivery basis at CRX, BHEL Bhopal. The same is mentioned in Part – A (Techno-commercial bid) of your offer otherwise it shall be taken **F.O. R Destination**. Offers on **F.O. R Destination** on Door delivery basis at CRX, BHEL Bhopal will only be accepted, **if you quote Ex-Works, freight by BHEL or Ex-Works, freight prepaid your quotation will be commercially rejected.**

3. **Delivery Period / Lead Time: -**

We shall require the material as per delivery mentioned in enquiry. However, delivery may be quoted in number of days from the date of issue of PO/LOI. The delivery can further be reduced in case of urgent/emergency requirements. Bidders may indicate in their offer the quickest delivery period in number of days from the date of issue of PO. The delivery period for the above procurement shall be 50 days from the date of placement of BHEL purchase order and early delivery is preferable.

4. **Upper Price Limit: -**

- A. UPPER PRICE LIMIT OF ANNUAL SOUVENIR (AIR FRYER) SHALL BE RS. **2500/- PER NO. ALL INCLUSIVE (GST, PACKAGING ETC).**
- B. SAMPLE WITH INTERNAL QUALITY TC OF MANUFACTURER TO BE SUBMITTED ALONG WITH THE OFFER.
- C. EACH GIFT SHOULD BE SUITABLY PACKED TO AVOID ANY DAMAGE ALONG WITH SUITABLE CARRY BAG.
- D. SUPPLIER TO COMPLY WITH THE T&C AS PER ANNEXURE -A & B.
- E. FINAL SUPPLY SHALL BE AS PER THE DULY APPROVED SAMPLE CONFIRMED BY BHEL.

5. **Sample: -**

To ascertain technical suitability the bidder shall submit the **sample at BHEL, Bhopal** (within 07 days of Tender opening date) along with internal quality test report & BIS / RoHS certifications as applicable and separate sealed cover mentioning compliance and details of the quoted item meeting all the Technical specifications enlisted in Annexure-A along with the offer. Documentary proof of the Certifications as mentioned at Annexure A has to be submitted. **The sample shall be submitted along with the bid. The sample so submitted along with the bid (except L1 sample) shall be returned as per the sample clause mentioned in NIT.** The sample of the L1 bidder will not be returned, it will be retained as final acceptable sample. It is the responsibility of the seller to collect their sample from BHEL Bhopal. BHEL Bhopal will not bear any responsibility for returning the sample to sellers or any costs associated with it.

**Sample should be submitted to FSX Department, Block 7 Annexe, EW, Ground Floor, BHEL, Piplani, Bhopal – 462022.**

**Note- Your offer will not be considered for techno-commercial evaluation without sample.**

**6 PQC: -**

**PQC as per attached Annexure-B.**

**7. Quantity variation: -**

The purchaser reserves the right to increase the ordered quantity by up to 5% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly. The quantity variation of +5 % is applicable in positive side only.

**8.** Payment will be processed only after reflection of the invoice in GSTR 2A/2B.

**9.** Advance payment is not acceptable in any circumstances. Also, Overdue interest (ODI) is not acceptable to BHEL.

**10. Un-registered suppliers of BHEL, Bhopal:-**

Suppliers who are not yet registered with BHEL, Bhopal must submit following documents for temporary registration with BHEL, Bhopal along with Part – A (Techno-commercial bid) of your offer: -

- (1) Copy of PAN no.
- (2) Copy of GSTIN No.

RTGS/EFT details as per BHEL format must be submitted immediately after placement of order who have yet not submitted to BHEL, Bhopal. Format of RTSG / EFT detail can be obtained from us or downloaded from link <https://bpl.bhel.com/mm/>

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.

**11. Technical Specification: -**

**Technical specification as per attached Annexure-A**

**12.** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

**13. Conflict of Interest: -**

**DECLARATION OF CONFLICT OF INTEREST**  
(to be given by Bidder)

Conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- 1) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly.
- 2) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating.
- 3) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- 4) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

I/We declares that I/We have read and understood the above aspects, and confirms that such conflict of interest does not exist and undertakes that I/We will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, I am /We are, found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Signature of Authorized Signatory

Name:

Designation:

Stamp / Seal of Firm

**14. MII Declaration: -**

**Seller needs to submit MII declaration as per the format attached along the enquiry.**

- 15. *All the above points must be explicitly confirmed in your techno-commercial offer. If any point not confirm in "Part A" of your offer, it shall be taken that it is acceptable To you. In case of non-acceptance above points / fail to submit sample / documents as per our tender / specification requirement, your offer may be rejected.***

**16. Packing: -**

EACH ITEM SHOULD BE SUITABLY PACKED TO AVOID ANY DAMAGE ALONG WITH SUITABLE CARRY BAG.

**17. Divisibility of Item quantity: -**

There will no divisibility of the Item quantity. Hence all quantity will be awarded to single vendor in line with latest Govt. guide lines (OM no. F/1/4-2021-PPD, dated 18.05.2023) as per MSE & MII purchase preference policy.

**18. Reverse Auction: -**

BHEL shall be resorting to Reverse Auction (RA) for this tender. RA Guidelines as available on <https://www.bhel.com/guidelines-reverse-auction-2024> for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA.

19. For compliance to BHEL required features/properties (of item), the bidder is to submit documentary evidence like marketing brochures, leaflets etc. Non-compliance to any of the listed required features/ properties shall lead to disqualification of bid. Non-submission of sample and compliance/confirmation of Annexure A & B is liable for rejection on techno-commercial ground.

**20. *There is no division/split of tender quantity. All tender quantity (100%) shall be allotted to only one vendor.***

21. Item shall be supplied as per attached technical specification Annexure –A. The supplier shall submit Certifications conforming to Annexure- A.

22. Pre-dispatch inspection at supplier's works and final inspection at BHEL Bhopal. Internal Quality Test certificates by manufacturer of the final supply lots shall be provided along with the supply.

23. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

24. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

**25. DECLARATION REGARDING MSE**

(to be given by Bidder)

In pursuant to the Public Procurement Policy for MSEs Order, 2012, I/We declare(s) that My/Our firm is(are) falling under the following MSE category and I/we are submitting documentary evidence/ Govt. Certificate etc. along with UDYAM certificate in support of the same along with the techno-commercial offer.

| Type under MSE | SC Owned | ST Owned | Women Owned | Others (excluding SC/ST & Women Owned) |
|----------------|----------|----------|-------------|----------------------------------------|
| Micro          |          |          |             |                                        |
| Small          |          |          |             |                                        |

(√ Tick whichever is applicable)

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

Signature of Authorized Signatory

Name:

Designation:

Stamp / Seal of Firm

**26. Mandatory Registration of MSME suppliers in TreDS platforms for BHEL Bhopal**

Please note that as per Gazette Notification S.O. 3507€ dated 30-06-2026 of Ministry of Micro, Small and Medium Enterprises (MSMEs) all payments to MSME suppliers will be routed through TreDS platforms only. Also, for MSME suppliers Payment mode 'Through TreDS' shall only be available on the Suvidha Portal. **Therefore, All MSME suppliers registered with BHEL Bhopal are requested to immediately register themselves on the following TreDS platforms onboarded with BHEL Bhopal.**

The routing of invoices through the TreDS platform will not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TreDS platform. In case discounting is not availed by the supplier on TreDS, the trade receivables will be paid through TreDS as per the payment timelines indicated in the contract.

We are pleased to inform you that BHEL Bhopal has onboarded following four TreDS platform of D/o Financial Services for MSMEs.

1. RXIL - [www.rxil.in](http://www.rxil.in)
2. M1xchange (Mynd Solutions Pvt.Ltd.) - [www.m1xchange.com](http://www.m1xchange.com)
3. Invoicemart (A. TREDS Ltd) - [www.invoicemart.com](http://www.invoicemart.com)
4. DTX (KredX platform pvt. Ltd.) – [www.dtxindia.in](http://www.dtxindia.in)

You are requested to register on at least one of the four exchanges immediately, if not already registered. Upon registration of vendors on RXIL / M1xchange / InvoiceMart/ DTX TReDS platforms, a link needs to be created and mutually accepted by BHEL and its suppliers. RXIL / M1xchange / InvoiceMart/ DTX team will handhold the entire process. Their site can be accessed for detailed registration process, benefits, FAQs etc. Also, there will be **zero registration fees** on any of the TReDS platform incase of BHEL Bhopal's Suppliers.

The following officials from M/s RXIL / M1xchange / InvoiceMart/ DTX may be contacted for any clarification / guidance:

1. **RXIL** Contact Person Details

|            |                                                                    |                                                                        |                                                                  |
|------------|--------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------|
| Name       | Mr. Sanjay Kushwaha                                                | Mr. Nandkishor Evane                                                   | Mr. Prajay Shukla                                                |
| Mobile No. | 8370022890                                                         | 8982614022                                                             | 8235493565                                                       |
| Email      | <a href="mailto:Sanjay.kushwah@rxil.in">Sanjay.kushwah@rxil.in</a> | <a href="mailto:nandkishor.evane@rxil.in">nandkishor.evane@rxil.in</a> | <a href="mailto:prajay.shukla@rxil.in">prajay.shukla@rxil.in</a> |

2. **M1xchange** Contact Person Details

|            |                                                                                 |                                                                                 |                                                                                                             |
|------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Name       | <b>Mr. Anoop Mishra</b><br><b>NCR Support (North India)</b><br><b>M1xchange</b> | <b>Mr. Mukul Jain Local</b><br><b>Support (Indorebased)</b><br><b>M1xchange</b> | <b>Ms. Vanshita Matha</b><br><b>Support Representative –</b><br><b>Gurgaon Location</b><br><b>M1xchange</b> |
| Mobile No. | 9667554766                                                                      | <b>8879468622</b>                                                               | 8619165896                                                                                                  |
| Email      | <a href="mailto:anoop.mishra@m1xchange.com">anoop.mishra@m1xchange.com</a>      | <a href="mailto:mukul.jain@m1xchange.com">mukul.jain@m1xchange.com</a>          | <a href="mailto:vanshita.matha@m1xchange.com">vanshita.matha@m1xchange.com</a>                              |

3. **INVOICEMART** Contact Person Details:

|            |                                                                                      |
|------------|--------------------------------------------------------------------------------------|
| Name       | Mr. Vaibhav Dwivedi                                                                  |
| Mobile No. | 9131693211                                                                           |
| Email      | <a href="mailto:Vaibhav.Dwivedi@invoicemart.com">Vaibhav.Dwivedi@invoicemart.com</a> |

4. **DTX (KREDX)** Contact Person Details

|            |                     |                 |                |               |
|------------|---------------------|-----------------|----------------|---------------|
| Name       | Ms. Shivangi Gulati | Ms. Asha Mishra | Mr. Aman Tomar | Ms. Jayalaxmi |
| Mobile No. | 8104435912          | 9071115387      | 9326524635     | 9071115908    |

|       |                                                          |                                                                |                                                              |                                                            |
|-------|----------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------------|------------------------------------------------------------|
| Email | <a href="mailto:shivangi@kredx.co">shivangi@kredx.co</a> | <a href="mailto:asha.mishra@kredx.co">asha.mishra@kredx.co</a> | <a href="mailto:aman.tomar@kredx.co">aman.tomar@kredx.co</a> | <a href="mailto:jayalaxmi@kredx.co">jayalaxmi@kredx.co</a> |
|       | <a href="#">m</a>                                        | <a href="#">m</a>                                              | <a href="#">m</a>                                            | <a href="#">m</a>                                          |

This is for your kind information and necessary action please.

Contact detail of BHEL- Supplier Development Cell: 0755-250-2027 / 2180 / 2312

***27. All the above points must be explicitly confirmed in your techno-commercial offer. If any point not confirm in "Part A" of your offer, it shall be taken that it is acceptable to you. In case of non-acceptance above points / fail to submit sample / documents as per our tender / specification requirement, your offer may be rejected.***

***Note: - MSE suppliers can avail the MSE benefit only if they are manufacturer of quoted item (s) and submit valid MSE certificate (NSIC/Udyam etc.) along with the offer.***