

NIT

ITEM 1:

ITEM DESCRIPTION: HILFSSOFF 38, IDENTIFICATION NO. HZN 451560P AS PER SPECIFICATION NO. HZLK 605002 (AUXILIARY MATERIAL 38 AS PER CLW SPECIFICATION 4TMS.096.093 ALT. 1 OR LATEST VERSION)

QUANTITY: 375 kg. ±30%

PREFERRED DELIVERY REQUIRED: PREFERRED DELIVERY SHALL BE WITHIN 60 DAYS FOR FIRST LOT OF 75 KG & THEREAFTER EACH SUBSEQUENT LOT OF 75 KG WITHIN NEXT 30 DAYS FROM EARLIER LOT FROM DATE OF PLACEMENT OF PO. RC TO BE KEPT VALID FOR 12 MONTHS FROM DATE OF FREEZING OF RC.

SUPPLIER TECHNICAL TERMS: IDENTIFICATION MUST

NOTE: ALL THE TERMS OF SUBJECT TENDER SHALL BE IN ACCORDANCE WITH “GENERAL TERMS AND CONDITIONS TO ENQUIRY”. REFER LINK- [**https://bpl.bhel.com/mm/**](https://bpl.bhel.com/mm/)

VENDOR MUST COMPLY TO AFORESAID ENQUIRY TERMS OF BHEL.

- 1) NO. OF BID PARTS- 2
- 2) DELIVERY TERMS- F.O.R. DESTINATION
- 3) DELIVERY AT- CRX, BHEL, BHOPAL- 462022
- 4) VALIDITY OF OFFER REQUIRED- 90 DAYS FROM TECHNICAL BID OPENING DATE
- 5) PRICE BASIS- FIRM
- 6) BHEL STANDARD PAYMENT TERMS: AS PER GENERAL TERMS AND CONDITIONS OF ENQUIRY ‘BP 200102A’.

IT IS TO BE NOTED THAT MSE BENEFITS ARE NOT BEING EXTENDED TO MEDIUM ENTERPRISES UNDER ‘UDYOG AADHAR MEMORANDUM’/ ‘UDYAM REGISTRATION CERTIFICATE’ (UAM/URC).

FURTHER IT IS TO BE NOTED THAT MSE BENEFITS ARE NOT BEING EXTENDED TO AGENT/DEALER/TRADER/DISTRIBUTOR (I.E. OTHER THAN MANUFACTURER), REFER TENDER DOCUMENT. SUPPLIER HAS TO ALSO PROVIDE SUPPORTING DOCUMENT(S) SUCH AS AGREEMENT BETWEEN OEM & BIDDER(S) ETC.

- 7) PENALTY/LD- AS PER GENERAL TERMS AND CONDITIONS OF ENQUIRY ‘BP 200102A’.
- 8) INSPECTION CONDITION- AT BHEL.
- 9) RATE CONTRACT TERMS- APPLICABLE.

WE INTEND TO ENTER INTO RC FOR ORDERING VALIDITY UPTO **12** MONTHS FROM RC FREEZING DATE. RC CAN BE SHORT CLOSED AT ANY POINT DEPENDING UPON THE ORDER POSITION. IDENTIFICATION OF SUPPLIER IS COMPULSORY. ALSO REFER GENERAL TERMS AND CONDITIONS OF ENQUIRY 'BP 200102A'.

10) TECHNICAL CONDITION- AS PER SPECS. (REFER ATTACHED)

11) QAP APPLICABILITY- NOT APPLICABLE.

12) PQC (PRE-QUALIFICATION CRITERIA) - APPLICABLE. REFER ATTACHED.

13) GUARANTEE/WARRANTY CERTIFICATE REQUIRED- AS PER GENERAL TERMS AND CONDITIONS OF ENQUIRY 'BP 200102A'

14) TEST CERTIFICATE REQUIRED- YES

15) SAMPLE REQUIRED- NO

16) EVALUATION CRITERIA- ITEM WISE

17) QUANTITY DISTRIBUTION RATIO/SPLITTING OF ORDER: NOT APPLICABLE.

18) QTY. VARIATION- NOT APPLICABLE.

19) TOOLS/GAUGES/FIXTURES CONDITION- NOT APPLICABLE.

20) 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](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.

21) PUBLIC PROCUREMENT CLAUSE:

A) FOR TENDERS VALUE MORE THAN RS. 5 LAKHS & BELOW RS. 10 CRORES, SUPPLIERS SHALL NECESSARILY SELF-CERTIFY MINIMUM LOCAL CONTENT MORE THAN 50%: YES/ NO & SHALL SPELL OUT DETAILS OF LOCATION OF VALUE ADDITION.

B) IN CASE OF TENDERS WORTH MORE THAN RS. 10 CRORES, SUPPLIERS SHALL NECESSARILY SUBMIT CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OR COST ACCOUNTANT OR CA FOR GIVING % OF LOCAL CONTENT CERTIFICATE TO CERTIFY THAT MINIMUM LOCAL CONTENT MORE THAN 50%: YES/ NO & SHALL SPELL OUT DETAILS OF LOCATION OF VALUE ADDITION.

C) ALL THE PROVISIONS OF GOVT. OF INDIA ORDER NO. P-45021/2/2017-BE-II DTD 15.06.17 ARE TO BE COMPLIED IN TOTALITY.

D) FOR THIS PROCUREMENT, PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020 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.

FOR THIS PROCUREMENT, THE LOCAL CONTENT TO CATEGORIZE A SUPPLIER AS A CLASS I LOCAL SUPPLIER/ CLASS II LOCAL SUPPLIER/ NON-LOCAL SUPPLIER AND PURCHASE PREFERENCE TO CLASS I LOCAL SUPPLIER, IS AS DEFINED IN PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04.06.2020 ISSUED BY DPIIT. IN CASE OF SUBSEQUENT ORDERS ISSUED BY THE NODAL MINISTRY, CHANGING THE DEFINITION OF LOCAL CONTENT FOR THE ITEMS OF THE NIT, THE SAME SHALL BE APPLICABLE EVEN IF ISSUED AFTER ISSUE OF THIS NIT, BUT BEFORE OPENING OF PART-II BIDS AGAINST THIS NIT.

22) GST TDS CLAUSE: VIDE NOTIFICATION NO. 50/2018 DATED 13.09.18, SECTION 51 CGST HAS BEEN IMPLEMENTED BY CBIC WHICH PROVIDES FOR GST TDS @ 2% (IGST 2% OR CGST 1% + SGST 1%) & SHALL BE APPLICABLE WHERE CONTRACT VALUE IS MORE THAN RS. 2.5 LAKHS & SUPPLIER IS REGISTERED UNDER GST. TDS RETURN SHALL BE FILED AND TDS CERTIFICATES SHALL BE ISSUED BY BHEL AS PER APPLICABLE PROVISIONS. AS PER SEC 51 OF CGST ACT READ WITH NOTIFICATION 50 OF CENTRAL TAX DATED 13TH SEP 2018, TDS SO DEDUCTED SHALL BE REFLECTED ON THE GST PORTAL OF THE VENDOR/CONTRACTOR.

23) THE BIDDER/SUPPLIER/CONTRACTOR WILL, WHEN PRESENTING HIS BID, DECLARE WHETHER OTHER FAMILY FIRMS OR SISTER CONCERN AFFILIATES/SUBSIDIARY FIRMS ARE PARTICIPATING IN THE SAME TENDER, SO AS TO ELIMINATE THE POSSIBILITY OF CARTEL FORMATION. FORMAT FOR DECLARATION ATTACHED.

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 POLICIES/GUIDELINES.

24) EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER: 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.

25) REVERSE AUCTION CLAUSE- APPLICABLE.

26) PAYMENT OF TENDER COST –NOT APPLICABLE.

27) SUBMISSION OF INTEGRITY PACT (ONLY APPLICABLE IF FILE VALUE IS >2 CR.) – APPLICABLE / YOU NEED TO SUBMIT INTEGRITY PACT AS ATTACHED.

PART A

A. PQC condition related to Financial PQR.

Financial PQR- Average Turnover of the bidders for last three financial year ending 31/03/20---(In case of foreign bidders corresponding financial year adopted) shall be equivalent to Rs-----(**Turnover: 30 % of Estimate value) TT selling Exchange rate as on tender due date shall be considered for the purpose of conversion in case of foreign bidders.**

Indigenous Bidders -Audited P&L and Balance sheet of above-mentioned Three Financial Year last Three Financial Year to be submitted.

Foreign bidders- Audited P&L and Balance sheet of above mentioned Three Financial Year Or Business Information Report (BIR) by D&B specifying turnover of above mentioned Three Financial Year or Turnover above mentioned Three Financial Year duly certified by their statutory auditors to be submitted.

B. Tax and Duties:

The offered prices in case of foreign bidders shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.

Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances and Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits).

GST/ Income Tax TDS applicable as per Law shall be deducted.

Indian Bidders-Bidders to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law.

Vendor to ensure compliance to timely filing of monthly GST return . GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.

C. Payment Term:

Indigenous: 100% payment in 90 days of receipt (45 days for MSE including NSIC/ Udyog Aadhar/Udyam registered suppliers as per relevant act in force) of material, subject to acceptance of material at BHEL, on direct presentation of the documents.

In case of despatch of material to site directly, payment as per above terms shall be made from the date of receipted LR.

Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation

Foreign: 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB.

In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days.

D. Delivery Schedule / LD applicability.

Subject to force Majeure condition: Penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value.

However, in case of Capital Machine / BOP where staggered deliveries may be applicable, the penalty will be levied on total order value.

Foreign Bidders- The date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery.

Indigenous Bidders-: LR date in case of ex-works and UMID in case of FOR destination shall be taken as actual date of delivery.

PART B

A. Document for Foreign Bidder:

- 1. Seller shall send 1 set of original negotiable documents COMPRISING OF BILL OF LADING/AWB, INVOICE & PAKCING LIST, in English, within 7 days of B/L date / 1 day of AWB date by by DHL/courier and also share documents through email to fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in within 1 days of dispatch**
- 2. ONE ORIGINAL NEGOTIABLE SET OF CLEAN ON BOARD FREIGHT PREPAID (IN CASE OF CIF/CIP/CFR) / TO PAY (IN CASE OF EX-WORKS/FOB/FCA) COMBINED TRANSPORT BILL OF LADING/AWB SHOWING BENEFICIARY AS SHIPPER AND GOVT.OF INDIA ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL AS CONSIGNEE AND NOTIFY: BHEL ROD MUMBAI, 14TH FLOOR. WORLD TRADE CENTRE-1, CUFFE PARADE COLABA, MUMBAI 400005 INDIA. PHONE NO +91 22 22171345/22171346/22171370**
- 3. ONE SET OF ORIGINAL NEGOTIABLE INVOICE AND PACKING LIST indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with dimensions of each package.**
- 4. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce**
- 5. Original One set of Original Test Certificate / Certificate of Conforminty / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate, etc as applicable, is to be submitted by Seller. If Seller and OEM and different, then Test Certificate/ Calibration**

Certificate/Third Party Inspection Certificate, etc as applicable, from OEM will be also be submitted by Seller. O&M Manual where called for, shall be submitted by Seller.
- 6. SELLER'S DECLARATION THAT WOOD- PACKING MATERIAL USED IN PACKING IS IN ACCORDANCE WITH IPPC STANDARD ISPM NO.15 AND HAS BEEN LABELLED COMPLIANT WITH IPPC MARK BY MANUFACTURERS OR Beneficiary's DECLARATION THAT WOOD-PACKING MATERIAL HAS NOT BEEN USED PACKING OF THE GOODS.**
- 7. PRE DISPATCH CLEARANCE ISSUED BY BHEL REFERENCING Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate No., etc., as applicable, and their dates.**

8. Permanent Establishment Business Certificate (PEBC) as per Annexure A / B Clause 16C of GTC, as applicable. In case of Services, additionally Form 10 F of Income Tax Act, 1961 and Tax Residency Country (TRC) of Seller's Country is required, as per Clause 16D of GT
9. Supplier should additionally forward TWO sets of above original negotiable documents (Sl 1 to 11) through DHL / Registered airmail or AWB by captain's mail within three days OF OBL/AWB DATE TO EACH OF THE FOLLOWING :- (I)AGM(CMM-FE), BHEL,2ND FLOOR,ADM BUILDING,PIPLANI,BHOPAL-462022,INDIA. (II)AGM (ROD, BHEL MUMBAI), BHEL, ROD, 14TH FLOOR, WORLD TRADE CENTRE-1, CUFFE PARADE, COLABA, MUMBAI - 400005. PHONE / MOB. NO.: 022-22171301 EMAIL INTIMATION OF THE ABOVE TO BE SENT TO fin_fp.bpl@bhel.in, fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in

10. GUARANTEE / WARRANTY CERTIFICATE, AS APPLICABLE, ISSUED BY SELLER IN ONE ORIGINAL. If Seller and OEM and different, Guarantee/ Warranty Certificate, as applicable, from OEM will be also be submitted by Seller.

11. CERTIFICATE FROM SHIPPING COMPANY OR ITS AGENT OR ITS OWNER OR MASTER OR CHARTERER STATING THAT THE CARRYING VESSEL IS SEAWORTHY AND THE VESSEL IS CLASSIFIED BY AN APPROVED CLASSIFICATION SOCIETY AS PER INSTITUTE CLASSIFICATION CLAUSES AND CLASSIFIED AS LLOYDS 100 A1 OR ITS EQUIVALENT CLASSIFICATION STATING THAT THE VESSEL IS NOT MORE THAN 25 YEARS OLD.

12. MARINE/AIR INSURANCE POLICY OR CERTIFICATE, BLANK ENDORSED, DATED NOT LATER THAN THE DATE OF OBL/AWB, FULL SET IN THE NEGOTIABLE FORM IN THE CURRENCY OF CREDIT COVERING 110% OF THE INVOICE VALUE. INSURANCE TO INCLUDE INSTITUTE CARGO CLAUSES (A), INSTITUTE WAR CLAUSES (MARINE CARGO) AND INSTITUTE STRIKE CLAUSES (MARINE CARGO) WITH CLAIMS PAYABLE IN INDIA. INSURANCE TO COVER FROM SUPPLIER'S WAREHOUSE TO JNPT NHAVA SHEVA MUMBAI / MUMBAI SEAPORT / MUMBAI AIRPORT/ ICD,MANDIDEEP,AS APPLICABLE

13.THE DESTINATION TERMINAL HANDLING CHARGES (DTHC) WILL BE PAID BY BHEL DIRECTLY TO THE TERMINAL AND SAME WILL NOT BE PAID TO THE SHIPPING LINE OF VENDOR. IF SHIPPING LINE CHARGES THE DTHC TO BHEL, THE SAME ALONG WITH ANY ADDITIONAL/CONSEQUENTIAL EXPENSES INCURRED (LIKE DETENTION/ DEMURRAGE, GROUND RENT, PENALTY, ETC) WILL BE RECOVERABLE FROM BENEFICIARY'S BILLS CONFIRMED VIA SELLER'S/BENEFICIARY BANK SWIFT.

14. IF SELLER/BENEFICIARY DOES NOT COMPLY OR DEVIATES FROM ANY OF THE ABOVE CLAUSES/COMPLIANCES, THEN ANY ADDITIONAL CHARGES, DEMURRAGE, DETENTION, GROUND RENT, CLEARANCE CHARGES, PENALTY, ETC IMPOSED ON OR BORNE BY/PAID TO BHEL DUE TO SUCH NON-COMPLIANCE/DEVIATION, ETC., SHALL BE TO THE ACCOUNT OF THE SELLER/BENEFICIARY AND SHALL BE RECOVERABLE FROM THE SELLER'S/BENEFICIARY'S BILLS CONFIRMED VIA SELLER'S/BENEFICIARY BANK SWIFT.

15. BENEFICIARY TO SEND EMAIL INTIMATION ABOUT DESPATCH OF GOODS GIVING DETAILS OF OBL/AWB NO. & ITS DATE, BHEL PURCHASE ORDER NUMBER, INVOICE NO. & ITS DATE, CURRENCY & INVOICE VALUE, PACKING LIST, PDCC REF NO. & DATE, LC NO., SELLER'S BANK REFERENCE NO., IF & AS APPLICABLE to fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in

16. Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.

17. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L /

AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO.