

ANNEXURE (GENERAL) TO ENQUIRY No. E1803210R for Axial Shaft Seal

1. Tenders to be submitted online in NIC eprocurement portal only in **TWO PART BID** SYSTEM. Part I will be PQR and Techno-CommI and Part II will be price bid.

1.1 Part-I Bid – Pre-Qualifying Requirement (PQR) Bid & Techno-CommI Bid

Documents to be submitted in this bid:-

- 1.1.1 Pointwise confirmation to all the points mentioned in PQR.
- 1.1.2 All the relevant documents in support of all the points mentioned in PQR
- 1.1.3 For applying for registration as a Supplier to BHEL, Please visit our website www.bhel.com and visit **Supplier registration link** for initiating Online Registration application. Two links **Online Supplier Registration Portal** and **Online Supplier Registration Portal Mirror link** have been provided on our website www.bhel.com under Supplier Registration for initiating Online Supplier Registration Application. You may click on either of the two links for initiating your Supplier Registration Application. Parties registered with BHEL, Bhopal are exempted from filling the registration form.
- 1.1.4 Complete technical details and commercial details of offer.
- 1.1.5 All the checklists to be duly filled, sealed and signed and submitted alongwith offer.
- 1.1.6 Confirmation to all technical conditions as indicated in Annexure- A (Technical)
- 1.1.7 Confirmation to all commercial conditions as indicated in annexure (commercial) Annexure- B with company's seal and authorized signature.
- 1.1.8 **UN-PRICED Copy of the price bid clearly indicating quoted/regret for all items as per ANNEXURE - C**

NOTE : BIDDERS TO submit their offer in eprocurement NIC portal. Link for NIC eprocurement portal is <https://eprocurebhel.co.in/nicgep/app>

1.2 Part-II – Price Bid

To be filled in price bid format (BOQ) online in BHEL eprocurement NIC portal.

2. Tenders to be submitted online in NIC eprocurement portal only. Part I will be PQR and Techno-commI and part II will be price bid.
3. **Tender Evaluation:** On due date of enquiry, only Part – I bid (PQR + Techno-commI) shall only be opened. However, those bidders who will not qualify our PQR requirement shall be straightaway rejected.

After technical / commercial scrutiny and completion of Part – I evaluation, credentials of qualified bidders shall be sent further to BHEL's customer SJVNL for approval. All the bidders shall submit credentials as per SJVN Form enclosed with enquiry alongwith Part – I bid.

Offers of those bidders who have qualified Part – I evaluation and also approved by our customers shall be proceeded for Price Bid Opening. Bidders to take note of this. Separate intimation for price bid opening shall be sent to all the qualified bidders who have also been approved by our customer.

4. **Evaluation of tender shall be on package wise basis. All items of the enquiry shall be procured from a single vendor.**
5. **Tender Cost Evaluation, shall be on the basis of delivered cost i.e. Landed/total cost to BHEL.**

6. **Inspection for vendor** - Inspection shall be carried out at vendor's works by BHEL's customer and BHEL appointed Third Party Inspecting Agency in line with QAP Ref. No. **QA/HT/2048 Rev. No. 00 and customer approved QAP No. QA/HT/1071 Rev03** enclosed with enquiry.
7. **Delivery Requirements – Enquiry Item 1,2 & 4 (Supply) – 7 months**
–Enquiry Item 3 (Erection and Commissioning) – 15 months
8. **Supply conditions - Suitably packed and protected to avoid any damage during transit.**
9. **Penalty for Delay in Delivery:** Subject to force majeure conditions, 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. In case of staggered delivery schedule, penalty shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value. Loading for penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value) (ref. GTC OF ENQUIRY BP-200102, clause 9).
10. **REVERSE AUCTION:** BHEL shall not be resorting to Reverse Auction against this tender.
11. Firms on **HOLD** for particular PMD or **DELISTED** Firms at Bhopal Unit Level or **BANNED** firms at corporate level / who engage the services of the banned firms, are not allowed to participate in the tender and their offers shall be summarily rejected. The list of banned firms is available on BHEL website <http://www.bhel.com/index.php/vender>.
12. For any deviations from BHEL standard terms & conditions, your offer will be rejected / loaded as per existing guide lines of BHEL.
13. **MAKE IN INDIA Preference**

This has reference to Government of India Circular no. P-45021/2/2017-BE-II dt 16.09.2020 for Preference to Make in India and subsequent amendment issued thereon. Procedure for preference to make in India shall be applicable in the tender as per Government circular no.P-45021/2/2017-BE-II DTD 16.09.2020.

Minimum Local content : The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class – II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class –I local supplier' /'Class –II local supplier'. For the items, for which Nodal Ministry /Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20 % for 'Class-I local supplier'/'Class –II local supplier' respectively.

In the above scenario, no bidders with local content less than 20% i.e falling under "Non local suppliers" are allowed to participate in this tender i.e this tender is not a global tender and bidders with less than 20% local content shall be straightaway rejected.

Margin of purchase preference to make in India shall be 20%.

Verification of local content : In case of this tender, the 'Class –I local supplier' / 'Class – II local supplier' shall be required to provide **a certificate in company letter** head duly signed and sealed by competent authority of the company giving the **percentage of local content and place of value addition**.

For this procurement, public procurement (preference to make in India), order 2017 dt 16.09.2020 and subsequent order issued by the restrictive 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.

False declaration will be in breach of the code of integrity under Rule 175 (i)(h) of the General Finance Rule for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Finance Rules along with such other actions as may be permissible under Law.

All bidders to confirm to Make In India as per the checklist in **Annexure B** and also furnish the related documents as asked for.

14. Restrictions under 144 (xi) of the General Financial Rules (GFRs), 2017 (REF Govt. of India circular F. No. 6/18/2019-PPD dated 23.072020) :

I. 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 the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company , including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means. -

- a.) An entity incorporated, established or registered in such a country : or
- b.) A subsidiary of an entity Incorporated, established or registered in such a country; or
- c.) An entity substantially controlled through entities incorporated, established or registered in such a country or
- d.) An entity whose beneficial owner is situated in such a country. Or
- e.) An Indian (or other) agent of such an entity: or
- f.) A natural person who is a citizen of such a country; or
- g.) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

- 1.) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who. whether acting alone or together , or through one or more juridical person, has a controlling ownership interest or who exercises control through other means Explanation-

a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company ,

b.) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2.) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership ,

3.) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person , has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals ;

4.) Where no natural person is Identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5.) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another or to represent another in dealings with third person

Bidders to submit MODEL CERTIFICATE in company letter head duly sealed and signed by competent authority alongwith the PQR bid (PART –I) . Format enclosed with Enquiry.

15. Preventive checks to eliminate suspected cartel formation between suppliers

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.

Bidders to submit above declaration in company letter head duly signed and sealed by competent authority.

16. SISTER UNIT DECLARATION :

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 information. Format for declaration enclosed. Please ensure to submit filled up form.

17. Implementation of TDS Provision of GST Law w.e.f 01st Oct 2018:

Central Board for Indirect Taxation and Customs, vide notification no. 50 Central Tax dated 13th Sep 2018 has notified implementation of Sec 51 of CGST ACT with effect from 01st Oct 2018. Therefore:- (i) TDS shall be liable to be deducted @2% IGST in case of Inter-state supplies, 1% CGST+1% SGST in case of Intra State supplies where contract value is more than Rs 2.5 lakhs. (ii) TDS return shall be filed and TDS certificates shall be issued by BHEL as per applicable provisions (iii) As per Sec 51 of CGST Act read with notification 50 of Central Tax dated 13th Sep.

18. INTEGRITY PACT :

- (a) IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. No.	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	ybsinghips@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with PQR + techno commercial bid (Part-I bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.
- (c) Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to any of the above IEM (s). All correspondence with the IEMs shall be done through email only.

NOTE : No routine correspondence shall be addressed to the IEM (phone / post/e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below :

Details of contact person (s)

	(1)	(2)
Name	Neha Mandloi	Rakesh Rawal
Landline No.	0755 2505933	0755 2503661
Mobile No.	9981511984	9406903356
Email	nehamandloi@bhel.in	rrowal@bhel.in
Deptt	Material Management -HYDRO (MHX)	
Address	Eastern Wing, Block-1 Annexe, First Floor .BHEL-Bhopal	

ANNEXURE - A (TECHNICAL)

1. Evaluation is on package wise basis, quote accordingly for all the enquiry items.
2. Test certificates / guarantee certificates must be furnished in triplicate.
3. Offer must be in line with our technical specification / drawing. Deviation, if any, should be clearly indicated in the offer.
4. Bidders to fill up the checklist as provided with our specification HT00271 and submit duly sealed and signed alongwith the PQR + Techno-Comm1 (Part – I) Offer.

ANNEXURE-B (COMMERCIAL):- COMMERCIAL TERMS FOR VENDORS.
(Submit the document with company's seal and authorized signature)

Enquiry No. :- E1803210R for Axial Shaft Seal

S.No.	BHEL TERMS	Vendors Remarks
1.	Quotation reference and Date	
2.	GSTIN no.	
3.	E- mail ids	
4.	Contact person with contact detail	
5.	Prices shall be FIRM till execution of order inclusive of all testing charges and to be furnished in INR only	
6.	Inspection shall be carried out at vendor's works by BHEL appointed Third Party Agency and BHEL's customer in line with QAP No. QA/HT/2048 Rev.No.00 and customer approved QAP No. QA/HT/1071 Rev.03.	
7.	QAP No QA/HT/2048 Rev. No. 00 & QAP No QA/HT/1071 Rev.03. duly endorsed and submitted alongwith offer.	
8.	<u>Address of Delivery Destination :-</u> Sr. Mrg (CRX Division), BHEL, Piplani, Bhopal-462022	
9.	Price to be furnished on <u>FOR CRX, BHEL Bhopal</u> duly insured basis including packing & forwarding charges and freight charges.	
10.	Despatch mode	
11.	Minimum delivery period to be quoted in no. of weeks/months from the date of receipt of Purchase Order / approval of docs., if required .	
12.	Freight charges upto BHEL Bhopal shall be in supplier scope	
13.	Insurance scope shall be in supplier scope	
14.	Packing & forwarding charges shall be inclusive (note: in case charged extra, your bid shall be suitably loaded)	
15.	GST TYPE (IGST/ SGST+CGST) and percentage	
16.	Other charges attracting GST (note: in case of others, your bid shall be suitably loaded)	
17.	Drg, documents, QAP, Tools list, erection manual, O & M Manual etc as per Specification Number HT00271 Rev.00 Clause 6 to be submitted within 4 weeks of placement of order and resubmission if any due to comments received on the drgs/docs shall be within 2 weeks of such comments received. NOTE : Bidders to note that complete submission of all the above documents shall only be considered as FIRST Submission. Incomplete and part submission shall not account for FIRST SUBMISSION.	
18.	<u>Payment terms :</u> (A) <u>FOR SUPPLY PORTION</u> : BHEL prefers "door delivery" of material in which case 90% payment of supply shall be within 90 days after receipt and acceptance of material. Balance 10 % of payment of supply shall be alongwith the commissioning payment after successful commissioning at site and receipt of	

	commissioning certificate. OR In case of payment through bank, 90% payment within 90 days from the date of dispatch of material, Material to be supplied on door delivery basis. Balance 10 % of payment of supply shall be alongwith the commissioning payment after successful commissioning at site and receipt of commissioning certificate. Otherwise, your price shall be loaded at SBI Base rate + 6%. (B) <u>FOR COMMISSIONING PORTION:</u> 100 % payment of commissioning charges shall be after successful commissioning at site. Note : For MSME suppliers, payment terms shall be 45 days in place of 90 days, you need to submit UAM, MSME & valid CA certificate for the same. MSE Bidders are requested to register your self on UDYAM Portal as per Govt. Gazette Notification no. S.O. 2119 (E) dt 26.06.2020 and Submit their UDYAM number. AGENTS AND TRADING ENTERPRISES ARE NOT COVERED UNDER THE DEFINITION OF MSES AND SHOULD NOT BE ALLOWED ANY BENEFITS UNDER PUBLIC PROCUREMENT POLICY. PUBLIC PROCUREMENT POLICY IS MEANT FOR PROCUREMENT OF GOODS PRODUCED AND SERVICES RENDERED BY MSE AND NOT MEANT FOR TRADING ACTIVITY BY THEM. FOR AVAILING MSE BENEFIT; UDYOG MEMORANDUM ALONGWITH EM-II AND VALID CA CERTIFICATE TO BE UPLOADED	
19.	Are You Registered Under Msmad Act-2006	
20.	<u>Bank charges:</u> All bank charges, if any, to supplier's account.	
21.	<u>Penalty :</u> LD 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. In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value. Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value)	
22.	<u>MAKE IN INDIA :</u> Certificate of verification of local content in company letter enclosed.	
23.	<u>Restrictions under GFR :</u> MODEL CERTIFICATE ENCLOSED	
24.	Implementation of TDS Provision of GST Law w.e.f 01st Oct 2018: Central Board for Indirect Taxation and Customs, vide notification no. 50 Central Tax dated 13th Sep 2018 has notified implementation of Sec 51 of CGST ACT with effect from 01st Oct 2018. Therefore:- (i) TDS shall be liable to be deducted @2% IGST in case of Inter-state supplies, 1% CGST+1% SGST in case of Intra State supplies where contract value is more than Rs 2.5 lakhs. (ii) TDS return shall be filed and TDS certificates shall be issued by BHEL as per applicable provisions (iii) 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	

25.	Please confirm that you have uploaded the sister unit declaration as per Annexure duly seal & Signed	
26.	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.	
27.	<u>INTEGRITY Pact duly sealed and signed enclosed with offer</u>	
28.	<u>Validity:</u> The offer must be valid for 90 days from the date of PQR bid opening.	
29.	Other terms & conditions shall be as per GENERAL TERMS AND CONDITIONS OF ENQUIRY BP-200102 (available at B2B site of BHEL/vendors portal at www.bhelbpl.co.in).	
30.	Any other remarks.	

Note- Deviations in any commercial condition shall be suitably loaded in the offered price.

Signature of Vendor with date & Seal

ANNEXURE – C : UNPRICED Bid Format
(Submit the document with company's seal and authorized signature)

Enquiry No. :- E1803210R for Axial shaft Seal

Sr. No. of Enquiry	Item Description	Quantity	OUOTED/REGRET	Remarks (if any)
1	AXIAL SHAFT SEAL ASSEMBLY AS PER SCOPE COVERED IN CLAUSE 3.1 OF PRODUCT STANDARD HT00271 AND ANNEXURE-A.	04 Nos.		
2	SET OF SPARES FOR AXIAL SHAFT SEAL AS PER CLAUSE 3.4 OF PRODUCT STANDARD HT00271 AND ANNEXURE-B.	1 Set.		
3	ERECTION AND COMMISSIONING SERVICE OF AXIAL SHAFT SEAL AS PER SCOPE COVERED IN CLAUSE 3.3 OF PRODUCT STANDARD HT00271 AND ANNEXURE-A. (Note : Prices are to be furnished on lumsum basis as per Clause 3.3 of Spec HT 00221)	04 Nos		
4	TOOLS FOR ASSEMBLY AND DISMANTLING OF AXIAL SHAFT SEAL AS PER SCOPE COVERED IN CLAUSE 3.2 OF PRODUCT STANDARD HT00271. VENDOR TO SUBMIT LIST OF TOOLS ALONG WITH TECHNICAL OFFER.	2 Set		

NOTE : BIDDERS TO NOTE THAT ALL ITEMS SHALL BE PROCURED FROM SINGLE VENDOR. ENQUIRY IS FLOATED ON PACKAGEWISE BASIS.

Signature of Vendor
with date & Seal