

## **GENERAL INSTRUCTIONS TO BIDDERS FOR ENQUIRY**

1. Please submit your offer in **TWO PART BID** SYSTEM i.e.:-

### **1.1 Part-I Bid – Pre-Qualifying Requirement (PQR) Bid & TECHNO-COMML 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

**(NOTE : Bidders to note that being a critical item, no relaxation shall be provided in prior experience and turnover (as per PQR) to any bidders including verified MSME's and startups.)**

- 1.1.3** Complete technical details and commercial details of offer.
- 1.1.4** Completely filled up Annexure 'A' duly sealed and signed.
- 1.1.5** Confirmation to all technical conditions as indicated in annexure-I (Technical)
- 1.1.6** Confirmation to all commercial conditions as indicated in Annexures (commercial) {Annexure-II (for indigenous vendors) & Annexure- III (for Foreign vendors) with company's seal and authorized signature} and
- 1.1.7** UN-PRICED Copy of the price bid (Annexure – IV)

**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 only. Bidders shall not enclose any separate attachment for price bid.**

2. Tenders to be submitted online in NIC eprocurement portal only. PART- I will be PQR & Techno-commml bid, PART-II will be price bid.
3. **Tender Evaluation:** On due date of enquiry, only PQR & Techno-commml Bid offer (Part-I) shall be opened and after scrutiny, vendors who are qualified in Pre-Qualification Requirement & Techno-commercial bid, Price bid(Part-II) of those vendors shall be opened in NIC eprocurement portal, for which prior intimation shall be given.
4. **Tender Cost Evaluation,** shall be on the basis of delivered cost i.e. Landed/total cost to BHEL.

### **(FOR FOREIGN VENDORS )**

Foreign exchange rate of 'TT selling rate of State Bank Of India (SBI)' prevailing on the date of part-I (PQR) bid opening shall be taken. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

5. **Inspection for foreign vendor** by M/s Lloyds / BVQI / SGS / TUV (wherever applicable) and BHEL's customer (if required) in line with QAP Ref. No. **QA/HT(STD)/008 Rev. No. 00**. Charges, if any, are to be shown separately in the **Price- Bid**

**For indigenous vendors**-Inspection shall be carried out at vendor's works by BHEL appointed Third Party Agency and BHEL's customer (if required) in line with QAP Ref. No. **QA/HT(STD)/008 Rev. No. 00**.

6. **Delivery terms :**

**(A) For Foreign Bidders :** Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Dry Port - ICD Mandideep (INMDD6) for FCL (Full Container Load) Cargo of GP & HC Containers.

Other than GP & HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT) & Break-bulk Cargo at Mumbai (MPT).

Please refer BHEL GTC BP 200102A Clause 3B enclosed with enquiry for details.

Freight amount shall be indicated separately in the offer (as per the price bid sheet provided – Ref BOQ excel sheet in NIC ) in case of CIP/CFR/CIF .

Nearest available seaport shall also be intimated.

All foreign bidders shall submit the following:

- (a) Tentative package dimension (l x b x h) of each consignment,
- (b) Weight of each consignment (Gross and Net in Kgs)
- (c) No of consignments/ packages/ boxes etc.
- (d) Type of consignments (in case of sea shipments i.e LCL , FCL etc)
- (e) In case of containerized cargo, type of container(OT, HCP etc )

**(B) For Indigenous Bidders :**

All the goods shall be supplied directly to BHEL BHOPAL CRX division inclusive of freight and insurance charges.

7. **Delivery schedule:** *Delivery period for Supply item i.e. item sl no.1,2&3 shall be 98 days from the date of document approval. Document submission period shall be 6 weeks from the date of GeM Po and resubmission period shall be 1 week.*

*For Installation i.e. Item sl no.4, period will be 35 days from the date of deputation at site and advance intimation period for deputation will be 4 weeks.*

*Commissioning i.e. Item sl no.5&6, period will be 7 days each from the date of deputation at site and advance intimation period for deputation will be 2 weeks*

*Deviation in delivery shall be loaded for the days extra quoted in bid with the rate @0.5% per week to get the prices at par with other vendors*

8. **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. Total order value above shall be item wise, lot wise order value. Any deviation based on specific requirement shall be specified separately in the NIT. Any loading on 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 A, clause 9).

9. 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 [www.bhel.com](http://www.bhel.com) (refer link <https://www.bhel.com/list-banned-firms>)
10. For any deviations from BHEL's standard terms & conditions, your offer will be rejected / loaded as per existing guide lines of BHEL.

11. **REVERSE AUCTION :**

**"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com) (Refer link <https://www.bhel.com/guidelines-reverse-auction-2021> ) 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. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."**

12. **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.

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 from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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.

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.

For benefits under Make In India bidders to confirm, to Make In India as per the checklist in **Annexure II** and also furnish the related documents as asked for.

**NOTE: In case of Splitting as applicable on account of Purchase Preference to Class I vendors in line with Make In India guidelines, Qty shall be decided upon as per the Govt guidelines prescribed under Make in India norms**

**13. 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.

**14. 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.

**15. Implementation of TDS Provision of GST Law w.e.f 01st Oct 2018 (Applicable only for Indigenous bidders):**

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.

**16. MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018 :**

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure----- to this GCC.

The Annexure ----- together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

**Please refer detailed model conciliation clause alongwith procedure ( Ref Annexure VII) enclosed with Enquiry for conducting Conciliation Proceedings under the BHEL Conciliation Scheme,2018.**

**17. DUTY STRUCTURE :**

Effective duty applicable with Input Tax Credit after receipt of material at seaport, India (i.e inclusive of freight and insurance (CIF) till seaport India shall be **11 percent** on Basic price (CIF value). Please refer **Annexure VIII** for illustration of duty structure calculation.

18. All Other terms & conditions shall be as per **GENERAL TERMS AND CONDITIONS OF ENQUIRY BP200102 A** (as enclosed with this tender).

19. Bidders to note that Clause 34 of BHEL GTC BP200102A (**RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines**) shall not be applicable for this tender.

20. For applying for registration as a Supplier to BHEL, Please visit our website [www.bhel.com](http://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](http://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. It may be possible that due to heavy rush of applications only one of the mentioned links may be responding appropriately at a time. Parties registered with BHEL, Bhopal are exempted from filling the registration form.

**LIST OF ENCLOSURES:**

- (1) ANNEXURE 'A'
- (2) PRE-QUALIFICATION REQUIREMENT (PQR)
- (3) PRODUCT SPECIFICATION
- (4) ANNEXURE FOR SISTER UNIT DECLARATION
- (5) GENERAL TERMS AND CONDITIONS OF ENQUIRY BP-200102A
- (6) MODEL CONCILIATION CLAUSE (REF ANNEXURE V)
- (7) DUTY STRUCTURE ILLUSTRATION (REF ANNEXURE VI)

**ANNEXURE –I (COMMERCIAL) :- COMMERCIAL TERMS FOR INDIGENOUS VENDORS**  
**( Submit the document with company's seal and authorized signature)**

SL. NO.	DESCRIPTION	Response from vendor
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.	
6	Terms of delivery shall be for destination basis	
7	Despatch mode	
8	<p><i>Delivery period for Supply item i.e. item sl no.1,2&amp;3 shall be 98 days from the date of document approval. Document submission period shall be 6 weeks from the date of GeM Po and resubmission period shall be 1 week.</i></p> <p><i>For Installation i.e. Item sl no.4, period will be 35 days from the date of deputation at site and advance intimation period for deputation will be 4 weeks.</i></p> <p><i>Commissioning i.e. Item sl no.5&amp;6, period will be 7 days each from the date of deputation at site and advance intimation period for deputation will be 2 weeks.</i></p> <p><i>Deviation in delivery shall be loaded for the days extra quoted in bid with the rate @0.5% per week to get the prices at par with other vendors</i></p>	
9	Freight charges shall in supplier scope (note: in case of bhel scope, please provide the weight & dimension (item wise) of consignment to calculate freight from your works to our store	
10	Insurance scope shall in supplier scope (note: in case of bhel scope, your bid shall be suitably loaded)	
11	Packing & forwarding charges shall be inclusive (note: in case charged extra, your bid shall be suitably loaded)	
12	GST TYPE (IGST/ SGST+CGST) and percentage	
13	HSN Code	
14	1. Are you registered under MSMED act-2006	(YES/NO)
	2. Vendor registered in BHEL as a Trader/Agent/Trading in said tender shall not be benefitted for any under public procurement policy. Trader/Agent must have their valid Authorization on Tender due date and must be submitted along with offer.	
	3. 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	
15	<b>Payment Term:</b>	

	<p><b>A.</b> For item sl no.1,2&amp;3 of enquiry 90% of supply payment within 90 days being from the date of CRAC and balance 10% after successful installation &amp; commissioning of items at site.</p> <p><b>B.</b> For item sl no. 4,5&amp;6 of Enquiry 100% within 90 days after successful completion of work accompanied with work completion certificate &amp; CRAC at site.</p> <p><b>C.</b> In case both above not acceptable, offer shall be loaded as per loading criteria mentioned in GTC</p> <p><b>D.</b> 45 days in case of MSE vendor only. 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.</p>	
16	LD penalty acceptable @0.5% per week or part thereof subject to maximum of 10% of order value. Note: on selection of any value other than 10%, your bid shall be suitably loaded	
17	The offer must be valid for 90 days from the date of technical bid opening	
18	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	Only Yes
19	Please upload duly seal signed Annexure-I and Certificate provided below	
20	Other terms & conditions shall be as per general terms and conditions to enquiry (indigenous) (available at b2b site of bhel)	
21	Deviation, if any	



**ANNEXURE –II (COMMERCIAL) :- COMMERCIAL TERMS FOR FOREIGN VENDORS**  
**( Submit the document with company's seal and authorized signature)**

S.No.	BHEL Term	Vendors remarks
1.	Quotation reference and Date	
2.	E- mail ids	
3.	Contact person with contact detail	
4.	Prices shall be FIRM till execution of order inclusive of all testing charges.	
5.	Indicate code of currency of your offer	
6.	Indicate country of Origin of your quoted item (Original certificate of Country of Origin issued by Chamber of Commerce, to be furnished along with supply)	
7.	Prices to be furnished on CFR/CIF Nhava Sheva (JNPT) / Mumbai seaport basis. (Freight charges as inclusive in CFR/ CIF rates to be quoted separately).	
8.	Pls. mention the name of the seaport related to delivery	
9.	Please indicate shipping approx. weight & dimension (LxWxH) of consignment mm in your offer. Also mention the type of consignment and container required for sea shipment.	
10.	Agency commission if any, to be included in CFR/CIF price	
11.	Details of Indian agent (contact no. / e-mails) are to be furnished.	
12.	<p><i>Delivery period for Supply item i.e. item sl no.1,2&amp;3 shall be 98 days from the date of document approval. Document submission period shall be 6 weeks from the date of GeM Po and resubmission period shall be 1 week.</i></p> <p><i>For Installation i.e. Item sl no.4, period will be 35 days from the date of deputation at site and advance intimation period for deputation will be 4 weeks.</i></p> <p><i>Commissioning i.e. Item sl no.5&amp;6, period will be 7 days each from the date of deputation at site and advance intimation period for deputation will be 2 weeks</i></p> <p><i>Deviation in delivery shall be loaded for the days extra quoted in bid with the rate @0.5% per week to get the prices at par with other vendors.</i></p>	
13.	<p>Payment terms:-</p> <p><b>A.</b> For item sl no.1,2&amp;3 of enquiry 90% of supply payment through un-confirmed irrevocable Letter of Credit payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L and balance 10% after successful installation &amp; commissioning of items at site.</p> <p><b>B.</b> For item sl no. 4,5&amp;6 of Enquiry 100% through un-confirmed irrevocable Letter of Credit payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L after successful completion of work accompanied with work completion certificate &amp; CRAC at site.</p>	

	Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.	
14.	L/C charges inside India to BHEL's A/C and out-side India to vendor's account. In case of delay in supply by the vendor, charges for extension of L/C (Inside & Outside) will have to be borne by vendor.	
15.	Penalty: 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. Total order value above shall be item wise, lot wise order value. Any deviation based on specific requirement shall be specified separately in the NIT. Any loading on 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 A, clause 9).	
16.	Validity:- The offer must be valid for 90 days from the date of opening of Part-I bid i.e. PQR bid opening.	
17.	Please confirm that you have uploaded the sister unit declaration as per Annexure duly seal & Signed	
18.	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.	
19.	Foreign exchange rate of 'TT selling rate of State Bank Of India (SBI)' prevailing on the date of part-I (PQR) bid opening shall be taken. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken	
20.	Other terms & conditions shall be as per GENERAL TERMS AND CONDITIONS OF ENQUIRY BP-200102A (as enclosed with enquiry)	
21.	Any other remarks.	

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

Signature of Vendor with date & Seal