

Terms & conditions for Enquiry no. E3143016

Please refer General terms and conditions of enquiry form no. BP-200102A. 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 will not be considered for this enquiry.

Reverse Auction:-

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) 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.”

2. **Payment term:-**

Payment will be made within 90 days after receipt and acceptance of material in BHEL. For MSE suppliers (Only manufacturer of quoted products), payment can be released within 45 days after receipt and acceptance of material in BHEL. If vendors are offering payment term other than above, their offer will be loaded suitably to evaluate the offers at PAR. (Kindly refer Cl. 16 of Enquiry Gen Terms and conditions of BP200102A)

Note:-

- a. MSE manufacturers can avail the intended benefit only if they submit valid certificate (Udyam /NSIC) for their MSE status along with the offer.
- b. BHEL is not liable for payment of any overdue interest.

3. **Terms of Delivery:-**

Terms of delivery should be **F O R Destination** on Door delivery basis. The same is mentioned in Part – A (Techno-commercial bid). Offers on **F O R Destination** on Door delivery basis may only be accepted.

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

As per Cl.4.0 of Technical specification and scope of supply i.e. Advance intimation will be given by BHEL for supply as per requirement. The delivery period for intimated quantity is 30 days excluding the date of intimation from BHEL, after which LD will be applicable. The monthly intimated quantity may vary by (±10%).

*BHEL reserves the rights to reject the offer of suppliers who does not accept delivery period.

Average monthly requirement shall be 50 to 60 MT.

Note – Total tender quantity – 650MT +/-10%

5. **Validity of offer:**

Validity of offer must be clearly mentioned in your quotation. If not mentioned, it shall be taken as 90 days from the date of opening of tender.

6. **HSN Code:-**

Kindly mentioned HSN code of item in your offer.

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

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

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

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/EFTFormat.pdf>

EMD (Earnest Money Deposit):-

1.0 Bid Security or EMD of Rs. 6 lakhs to be furnished by all bidders along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).

2.0 Modes of deposit:

a) The EMD may be accepted only in the following forms: -

- i. Electronic Fund Transfer credited in BHEL account (before tender opening).
- ii. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- iii. Fixed Deposit Receipt (FDR).
- iv. Bank Guarantee from any of the Scheduled Banks.
- v. Insurance Surety Bonds.

b) EMD may be submitted in the form of a bank guarantee issued/ confirmed from any of the scheduled commercial bank in India in an acceptable form. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

For Bank guarantee format, please refer <https://bpl.bhel.com/mm/>, refer tab: 'Annexure-F Proforma of Bank Guarantee for earnest money'.

3.0 Forfeiture of EMD:

- a) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- b) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/

contractors" and forfeited/ released based on the action as determined under these guidelines.

- 4.0 Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.
- 5.0 Bid security should be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender).
- 6.0 EMD shall not carry any interest.
- 7.0 For Payment in Indian currency through NEFT/RTGS the details are as follows:
BHEL's A/c No.-30855948540, IFSC code- SBIN0000519, Branch: SBI HET, Bhopal

Note: Following vendors are exempted from EMD-

- i. Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)
- ii. Central/ State PSUs/ Government depts / Autonomous/ Educational/ Research institutions
- iii. Procurement directly from Manufacturer or Authorized Agents

Performance Security:-

- 1.0 The successful vendor shall have to furnish a **Performance Security for 5%** of the total PO value in the prescribed format within 14 days from the date of PO. Performance Security shall be from one of the consortium banks of BHEL.

If the vendor fails to submit the Performance Security even within 45 days from the date of PO, BHEL reserves the right to cancel PO and forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.

Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

The Performance Security shall not carry any interest

All Bank Guarantees shall be strictly as per BHEL formats. No deviation will be accepted.

- 2.0 Modes of deposit:

Performance security may be furnished in the following forms:

- a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

e) Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Forfeiture of Performance Security: The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

3.0 Performance Security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations. including the warranty under the contract.

4.0 The Performance Security shall not carry any interest.

5.0 For Performance Security format, please refer <https://bpl.bhel.com/mm/>, refer tab: 'Annexure-C Proforma of Bank Guarantee for Performance Security'.

6.0 Note:

a) If the bidder submits the Performance Security /EMD in form of Bank Guarantee, following is required:

The SFMS shall be sent to SBI HET, Bhopal Branch. The detail of the bank is as follows:

BHEL's A/c No.-30855948540,

IFSC code- SBIN0000519,

Branch: SBI HET, Bhopal

b) Kindly ensure Bank Guarantee should be stamped with appropriate value as per Indian Stamp Ordinance (Madhya Pradesh Amendment). Presently, it is 0.25% of BG value. Kindly confirm this rate prior to execution of BG).

c) Any amendment in the Bank Guarantee should be stamped with appropriate value as per Indian Stamp Ordinance (Madhya Pradesh Amendment). Presently, it is Rs. 1000/-. Kindly confirm this rate prior to execution of BG).

d) Central/ State PSUs/ Government deptts / Autonomous/ Educational/ Research institutions will be exempted from Performance Security.

CONFLICT OF INTEREST :-

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**

- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal; or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.”

OEM/Agent

In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender or bid. In case bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.

If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product."

The offer of the bidders will be rejected if they do not accept any of the conditions of the Bid document, ATC and Corrigendum, if any.

Note:- Vendor should submit the confirmation and acceptance of the above points (Annexure-A) by submitting the signed & sealed copy of above documents along with technical bid.

Special Note:-

1. Since tendered item is indivisible, hence if any offer received from MSE/MII seller and quoted rate is within defined price band as per respective MSE and MII circulars than priority shall be given to MSE/MII seller over Non-MSE and Non-MII seller and full quantity shall be allocated to MSE/MII seller as per respective Govt. circulars and guidelines issued.
2. As per industry LPG transport discipline guideline for any shortages of bulk LPG, the recovery will be made for the differential quantity above 40 kg, eg In case the loss is 50 KG, recovery/deduction will be made only for 10 KG. Shortage upto 40 kg will be ignored & payment will be made.

J P Prasad
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