



MATERIAL MANAGEMENT - TRACTION MACHINES
HEAVY ELECTRICAL PLANT, BHOPAL
BHARAT HEAVY ELECTRICALS LIMITED

BHEL ENQUIRY NO. E5153043

NIT TERMS & CONDITIONS:

SL. NO.	DESCRIPTION	DETAILS
1.	RATE CONTRACT TERMS	We intend to enter into a Rate Contract (RC) for ordering up to 24 months from RC freeze date, i.e. RC is to be kept valid for ordering up to 24 months from RC freeze date. Ordering shall be done against firm requirement as & when needed by BHEL within validity of the Rate contract. BHEL reserves the right to cancel/ short close the RC at any point of time even before the expiry of RC validity without assigning any reason whatsoever it may be.
2.	ITEM DESCRIPTION	<p>Item 01: - GEAR DRIVE ASSEMBLY KIT MOUNTED ON AXLE AS PER SCOPE OF SUPPLY CLAUSE 2; Table 1.A OF SPEC NO. TM23620 REV03. (AXLE SHALL BE FREE ISSUE ITEM BY BHEL OR SUPPLIER OF BHEL TO GEAR DRIVE MANUFACTURER)</p> <p>Item 02: - HALF COUPLING (FOR TRACTION MOTOR) AND ACCESSORIES AS PER SCOPE OF SUPPLY CLAUSE 2; Table 1.B OF SPEC NO. TM23620 REV 03</p> <p>Item 03: - COMPLETE SET OF SPECIAL* TOOLS, SPECIAL* FIXTURES, SPECIAL* GAUGES, SPECIAL* TEMPLATES, SPECIAL* EQUIPMENT ETC. FOR CARRYING OUT ACTIVITIES AS PER CLAUSE 2; Table 1.C OF SPEC TM23620 REV 03</p> <p>Item 04: - TRAINING (ON-THE-JOB AND CLASSROOM TRAINING) AS PER CLAUSE 2; Table 1.D OF SPEC TM23620 REV.03</p> <p>Scope of Supply is as per Item Description for item 01, 02, 03 & 04 while ensuring compliance of all conditions of Tech Spec TM23620 REV 03.</p>
3.	QUANTITY	ITEM#1: 1024 Sets ITEM#2: 1024 Sets ITEM#3: 2 Sets ITEM#4: 1 Set
4.	QUANTITY VARIATION	NOT APPLICABLE
5.	DELIVERY SCHEDULE REQUIREMENT	<p>Item #01: - Preferred delivery shall be within 196 days (28 weeks) from the date of placement of PO for 1st lot of 32 sets of Gear Drive Assy in axle mounted condition to M/s SMH RAIL INDIA PRIVATE LIMITED, HYDERABAD & thereafter subsequent lot of 32 sets within next 30 days from earlier lot upto qty of 448 sets. Further subsequent lot of 32 sets within next 20 days from earlier lot. Early delivery acceptable.</p> <p>(OR)</p> <p>Within 45 days from the date of Receipt of Axle at Gear Drive Manufacturer works (Axle supplied by BHEL or supplier of BHEL), whichever is later. Early delivery acceptable.</p> <p>For establishing actual date of supply to Wheel Pressing supplier, Gear Drive manufacturer to provide receipt LR copy from Wheel pressing supplier and to be enclosed for invoice/claim to BHEL, Bhopal.</p>



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		<p>For considering the delivery of Axle from BHEL to Gear Drive Assy manufacturer, receipted LR copies to be provided by Gear Drive Manufacturer and to be enclosed for invoice/claim to BHEL, Bhopal.</p> <p>Item #02: Preferred delivery shall be “within 196 days (28 weeks) from the date of placement of PO for 1st lot of 32 sets of Half coupling (for mounting on Traction Motor) to BHEL Bhopal & thereafter subsequent lot of 32 sets within next 30 days from earlier lot upto qty of 448 sets. Further subsequent lot of 32 sets within next 20 days from earlier lot. Early delivery acceptable.</p> <p>(OR)</p> <p>Within 45 days from the date of Receipt of Axle at Gear Drive Manufacturer works (Axle supplied by BHEL or supplier of BHEL)”, whichever is later. Early delivery acceptable.</p> <p>For considering the delivery of Axle from BHEL to Gear Drive Assy manufacturer, receipted LR copies to be provided by Gear Drive Manufacturer and to be enclosed for invoice/claim to BHEL, Bhopal.</p> <p>Note for item 01 & 02: -Material Despatch clearance certificate (Pre-Dispatch Clearance for both the items) shall be issued by BHEL Bhopal based on Guarantee certificate/Warranty certificate /Test report of Gear Drive Assembly (mounted on axle) and Half coupling (for mounting on traction motor) issued by Gear Drive Manufacturer to BHEL Bhopal.</p> <p>Item #03: - Preferred delivery shall be within 280 days (40 weeks) from the date of placement of PO to BHEL Bhopal.</p> <p>Item #04: - Preferred scheduled delivery date shall be within 196 days (28 weeks) from the PO date or date of BHEL intimation in consultation with vendor for training whichever is later at Gear Drive Manufacturer work (In India). Early delivery acceptable.</p> <p>Successful completion certificate of training (duly certified by BHEL official) is required submitted along with invoice for payment.</p>
6.	DELIVERY TERMS	<p>ITEM#1- FOR Destination (freight & insurance on Gear Drive manufacturer’s scope). Destination M/s SMH RAIL INDIA PRIVATE LIMITED, HYDERABAD. As Item is being supplied to BHEL Site/supplier for further assemblies’ item shall be treated as GSOS Item.</p> <p>ITEM#2- FOR Destination (freight & insurance on Gear Drive manufacturer’s scope). Destination BHEL Bhopal.</p> <p>ITEM#3- FOR Destination (freight & insurance on Gear Drive manufacturer’s scope). Destination BHEL Bhopal.</p> <p>ITEM#4- No material movement involved and Training activity to be done at Gear Drive Manufacturer work (In India) by the supplier.</p>
7.	DELIVERY INSTRUCTION	<p>All dispatched documents and cases containing these items shall indicate the description and quantity of stores, name & address of consignee, gross weight of package, name of contractor along with BHEL name and distinct marking.</p>
8.	PAYMENT TERMS	<p>As per attached BHEL GTC of ENQUIRY (BP200102B, Cl. No. 16)</p>



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		<p>i.e. 100% payment in 90 days of receipt (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam Certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL.</p> <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.</p>
9.	SPLITTING OF ORDER	NOT APPLICABLE.
10.	TECHNICAL PQR (T-PQR)	<p>Technical Pre-Qualification Requirements (T-PQR) for procurement of the items is attached with the NIT.</p> <p>Compliance of all the points in T-PQR is mandatory. In absence of compliance of above and non-submission of documents required against the T-PQR, the Vendor's offer is liable to be rejected.</p> <p>Duly filled T-PQR with desired documents shall be submitted by the Vendor along with the offer.</p> <p><i>Information/ compliance/ documents submitted by vendor shall be authentic in all aspects. In case any deviation/ false information/ forged documents are observed / revealed later on, BHEL is free to initiate appropriate punitive proceeding against the Vendor as per Prevalent Processes and Guidelines of Company.</i></p>
11.	FINANCIAL PQR (F-PQR)	<p>Compliance FINANCIAL-PQR as below is mandatory: -</p> <p>(a) Average Turnover of three years should be at least: Rs. 10 Crore.</p> <p><i>(For calculation of average Turnover, turnover for 3 years ending on or before 31st March prior to previous financial year shall be considered.)</i></p> <p>(b) MANDATORY SUPPORTING DOCUMENTS TO BE SUBMITTED: 'Statement of P&L accounts or CA certificate of Turnover with UDIN Number' for 3 years ending on or before 31st March prior to previous financial year.</p> <p><i>(In case of issuing enquiry in FY 25-26, documents are to be submitted for FY 23-24, 22-23 and 21-22.)</i></p> <p>In absence of compliance of above and non-submission of documents required against the F-PQR, the Vendor's offer is liable to be rejected.</p> <p><i>To ensure creditworthiness of bidding supplier, original equipment manufacturer (OEM) of Gear Drive assembly or its sister unit/Indian subsidiary of OEM of Gear Drive assembly shall be considered. For this, vendor to furnish necessary documents as per T-PQR indicating the relationship with OEM, duly signed from OEM along with their offer.</i></p> <p><i>In case of sister unit/Indian subsidiary of foreign OEM, the creditworthiness/required documents from foreign entity shall also be considered to ascertain creditworthiness of their Indian counterpart.</i></p>

		<p><i>In case OEM of participating Indian bidder is foreign entity, corresponding financial year & value to be adopted. TT selling Exchange rate as on tender due date shall be considered for the purpose of conversion for the same. For Documents of Turn Over, 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.</i></p> <p><i>Information/ compliance/ documents submitted by vendor shall be authentic in all aspects. In case any deviation/ false information/ forged documents are observed / revealed later on, BHEL is free to initiate appropriate punitive proceeding against the Vendor as per Prevalent Processes and Guidelines of Company.</i></p>																																										
12.	QAP	Not applicable																																										
13.	BID PARTS	Offer shall be submitted by the bidders in Two Parts, i.e. Part-I Technical cum Commercial bid & Part-II Price bid.																																										
14.	PENALTY / LD	0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery and as per attached BHEL GTC of ENQUIRY (BP200102B, Cl. No. 9)																																										
15.	PRICE BASIS	<p>For Item01 & 02, PVC shall be applicable as below: -</p> <p>PVC FORMULA & CALCULATION:</p> <p>P1 = Price adjustment due to material and labour cost Increase/Decrease</p> <p>$P1= P0 * (\text{Fixed}\% + \text{Labour}\% * (\text{Index Labour 1}/\text{Index Labour 0}) + \text{Castings}\%*(\text{Index castings 1}/\text{Index castings 0}) + \text{Bearings}\%*(\text{Index Bearings1}/\text{Index Bearings 0}) + \text{Forgings}\%*(\text{Index Forgings1}/\text{Index Forgings 0}))$</p> <table><tr><td>Description</td><td>Fixed</td><td>Labour</td><td>Castings</td><td>Bearings</td><td>Forgings</td></tr><tr><td>Weightage</td><td>25%</td><td>27%</td><td>16%</td><td>19%</td><td>13%</td></tr></table> <p>Index 0 (For Base of PVC): Index average value of the preceding 3 months period, prior to 2 months of tender publishing date/month.</p> <p>Ex.- For tender publishing date/month of April-25, Index average value (roundoff upto 2 decimals) of Nov-24, Dec-24 & Jan-25 shall be applicable.</p> <table><tr><td>Index month & Value</td><td>Fixed</td><td>Labour</td><td>Castings (Cast iron casting)</td><td>Bearings (d. Manufacture of bearings, gears, gearing and driving elements)</td><td>Forgings (k. Forgings of steel)</td></tr><tr><td>Nov-24</td><td>-</td><td>144.5</td><td>139.3</td><td>128.1</td><td>172.8</td></tr><tr><td>Dec-24</td><td>-</td><td>143.7</td><td>140.2</td><td>129.6</td><td>172.1</td></tr><tr><td>Jan-25</td><td>-</td><td>143.2</td><td>138.9</td><td>129.7</td><td>172.4</td></tr><tr><td>Index Average Value</td><td>-</td><td>143.80</td><td>139.47</td><td>129.13</td><td>172.43</td></tr></table> <p>Index 1: Index average value (roundoff upto 2 decimals) of the preceding 3 months period, prior to 2 months of the date for which Calculation of Price is required).</p>	Description	Fixed	Labour	Castings	Bearings	Forgings	Weightage	25%	27%	16%	19%	13%	Index month & Value	Fixed	Labour	Castings (Cast iron casting)	Bearings (d. Manufacture of bearings, gears, gearing and driving elements)	Forgings (k. Forgings of steel)	Nov-24	-	144.5	139.3	128.1	172.8	Dec-24	-	143.7	140.2	129.6	172.1	Jan-25	-	143.2	138.9	129.7	172.4	Index Average Value	-	143.80	139.47	129.13	172.43
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		<p>Ex.- For Calculation of Price variation for Nov-25, Index average value of June-25, July-25 & Aug-25 shall be applicable.</p> <p>Labour Index: "All India Consumer Price Index for Industrial Workers (CPI-IW) (Base Year 2016=100), published by the Labour Bureau of the Ministry of Labour & Employment of India." https://labourbureau.gov.in/consumer-price-index-numbers-for-industrial-workers or same published by RBI https://www.rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=23282.</p> <p>Commodity Index: "Wholesale Price Index (WPI) (Base Year 2011-12=100), published by the Economic Adviser, Ministry of Commerce & Industry, Government of India." https://eaindustry.nic.in</p> <p>*In case there is a delay in supply of material by the supplier, lower of the Price to the month of scheduled PO delivery and to the month of actual material receipt as per above shall be considered.</p> <p>*In case the delivery is earlier to PO delivery (if early delivery acceptable is indicated in PO remarks), Price to the month of actual material receipt shall be considered</p> <p>Item 03 & 04 are on firm price basis.</p>
16.	PRICING TERMS	As per attached BHEL GTC of ENQUIRY (BP200102B, Cl. No. 12)
17.	PRICE VALIDITY	Offer shall be valid for a period of 120 days from the date of Techno- commercial (Part-I) bid opening date.
18.	TAXES & DUTIES	As per attached BHEL GTC of ENQUIRY (BP200102B, Cl. No. 14)
19.	INSPECTION CONDITION	INSPECTION BY BHEL
20.	TEST CERTIFICATE	All Material TC to be supplied along with material as per Spec. and TC should incorporate Spec. as mentioned in item description.
21.	GUARANTEE / WARRANTY	<p>Warranty period For Item 01 shall be 36 months from the date of delivery of Axle mounted Gear Drive Assembly to works of BHEL's Wheel pressing Supplier, for Item 02 shall be 36 months from the date of delivery of Item to BHEL, Bhopal, for Item 03 shall be 36 months from the date of delivery of Item to BHEL, Bhopal.</p> <p>Other terms & condition of warranty shall be governed by BHEL GTC of ENQUIRY (BP200102B, Cl. No. 18).</p> <p>In addition to above warranty clause additional Epidemic Defect Warranty as mentioned below shall also be also applicable.</p> <p>Epidemic Defect Warranty:-The Gear drive manufacturer agrees that if any identical defect or deficiency affecting Safety, Reliability and availability of the Trains occurs on more than 20% (twenty percent) of gear drive in any rolling period of 42 (forty-two) months commencing from the date of last consignment, such defect or deficiency shall be deemed to be an epidemic defect (the "Epidemic Defect") and the Gear drive manufacturer shall cover such Epidemic Defect under an epidemic defect warranty to be maintained by the Gear drive manufacturer (the "Epidemic Defect Warranty").</p>



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		<ul style="list-style-type: none"> • If during the Agreement Period, the Indian Railways/BHEL/BHEL appointed agency notifies the Gear drive manufacturer that an Epidemic Defect has occurred, the Gear drive manufacturer shall remedy such Epidemic Defect on all such Trains where gear drive or parts of that particular design or lot are in service and shall provide solution for such other work and measures as may be necessary for enabling the Trains to continue in operation until such defects are rectified. Within 30 (thirty) days of having been notified of such Epidemic Defect by the Indian Railways /BHEL/BHEL appointed agency, the Gear drive manufacturer shall submit to the Indian Railways/BHEL/BHEL appointed agency a programme for rectification of the Epidemic Defect as soon as practicable and the Gear drive manufacturer and the Indian Railways/ BHEL/BHEL appointed agency shall negotiate and agree to such programme in good faith, within a period of 30 (thirty) days after receipt of such programme. • If the Gear drive manufacturer and the Indian Railways/BHEL/ BHEL appointed agency are unable to agree to a programme within 30 (thirty) days of its receipt, the Indian Railways /BHEL/ BHEL appointed agency may rectify the defect, or cause rectification of the defect, at the Gear drive manufacturer's cost and expense, and recover the same from the Gear drive manufacture. In the absence of above, the supplier may be banned for future supplies to BHEL and necessary actions shall be initiated against the supplier, as per BHEL policy. <p><u>Indian Railways/BHEL/ BHEL appointed agency's right to take remedial measures:</u></p> <p>In the event, the -Gear drive manufacturer does not repair the Gear drive in conformity with the provisions of this Agreement, and fails to commence remedial works within 15 (fifteen) days of receipt of a notice in this regard from the Indian Railways /BHEL/ BHEL appointed agency, the Indian Railways /BHEL/ BHEL appointed agency shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Gear drive manufacturer, and to recover its cost from the Gear drive manufacturer. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Gear drive manufacturer to the Indian Railways /BHEL/ BHEL appointed agency as Damages. In the absence of above, the supplier may be banned for future supplies to BHEL and necessary actions shall be initiated against the supplier, as per BHEL policy.</p>
22.	GUARANTEE / WARRANTY CERTIFICATE	Certificate to be submitted along with the material and Certificate should confirm the compliance of specification and PO terms of guarantee/warranty.
23.	EVALUATION CRITERIA	Evaluation shall be done on Overall Package Basis of all 4 items. L-1 shall be decided on the basis of total HESG price including all 4 items
24.	BID SECURITY/ Earnest Money Deposit (EMD)	<p>EMD IS REQUIRED ALONG WITH BIDS (EXCEPT MICRO AND SMALL ENTERPRISES (MSES) OR STARTUPS AS RECOGNIZED BY DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE (DPIIT)).</p> <p>EMD VALUE: RS 40 LAKHS</p> <p><u>MODES OF DEPOSIT</u></p> <p>THE EMD CAN BE ACCEPTED ONLY IN THE FOLLOWING FORMS:</p> <p>(i) ELECTRONIC FUND TRANSFER CREDITED IN BHEL ACCOUNT (BEFORE TENDER OPENING).</p> <p>(ii) BANKER'S CHEQUE/ PAY ORDER/ DEMAND DRAFT, IN FAVOUR OF BHEL (ALONG WITH OFFER).</p> <p><u>FORFEITURE OF EMD</u></p>



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		<p>I) 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.</p> <p>(II) EMD BY THE TENDERER TO BE WITHHELD IN CASE ANY ACTION ON THE BIDDER IS ENVISAGED UNDER THE PROVISIONS OF EXISTANT "GUIDELINES ON SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS" AND FORFEITED/ RELEASED BASED ON THE ACTION AS DETERMINED UNDER THESE GUIDELINES.</p> <p>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.</p> <p>BID SECURITY SHOULD BE REFUNDED TO THE SUCCESSFUL BIDDER ON CONCLUSION OF THE ORDER/ RECEIPT OF A PERFORMANCE SECURITY (IF CALLED IN THE TENDER).</p> <p>IN CASE OF EXPIRY OF OFFER VALIDITY PERIOD OR ANY OTHER CIRCUMSTANCES, EMD CAN BE RELEASED WITH THE APPROVAL OF HEAD OF CONTRACTING DEPTT., NOT BELOW THE RANK OF AGM.</p> <p><u>EMD SHALL NOT CARRY ANY INTEREST.</u></p>
25.	PERFORMANCE SECURITY (PBG)	<p>A. Performance Bank Guarantee (PBG), hereafter referred as performance security is mandatory for the successful bidder awarded the contract.</p> <p>B. The total amount of Performance Security is 5% of the contract value.</p> <p>C. Performance Security is to be furnished by 14 (fourteen) days after notification of the award) and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p>D. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with due interest.</p> <p>E. Modes of deposit:</p> <p>a) Performance security may be furnished in the following forms.</p> <p>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>Format & checklist for compliance of Bank Guarantee for performance security is available on BHEL B2B website https://bpl.bhel.com/mm under "BG formats purchase bills". Same have to be mandatorily followed.</p> <p>(iii) 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).</p> <p>(iv) 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).</p> <p>(v) Insurance Surety Bond.</p> <p>(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)</p> <p>b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.</p>



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		<p>F. Forfeiture of Performance Security:</p> <p>The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>G. Performance Security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects within 60 days of completion of all such obligations including the warranty under the contract.</p> <p>H. The Performance Security shall not carry any interest.</p>
26.	REVERSE AUCTION	<p>It is declared upfront that this enquiry shall be subject to Reverse Auction (RA). Bidders may kindly note the Reverse Auction (RA) field as mentioned and asked for in enquiry template & ensure to proceed with choosing "YES" against same when asked during submission of their offer to give their acceptance for participation in RA.</p> <p>BHEL shall be resorting to Reverse Auction (RA) (guidelines are available on https://www.bhel.com/guidelines-reverse-auction-2024) for this tender. RA shall be conducted among Techno-Commercially qualified bidders, inline to above guidelines.</p> <p>Price bid of all Techno-Commercially qualified bidders shall be opened for purpose of RA and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in reverse auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.</p> <p>Initial ratio of price quoted in price bid (Price BoQ) for tendered item is required to be maintained by supplier after reverse auction while providing price break up.</p>
27.	MSE PREFERENCE	Applicable as per attached BHEL GTC of ENQUIRY (BP200102B, Cl. No. 29)
28.	PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA)	<p>Applicable as per attached BHEL GTC of ENQUIRY (BP200102B, Cl. No. 33)</p> <p>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 19.07.2024 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</p> <p>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 above circular issued by DPIIT/ Nodal Ministry.</p> <p>Bidders to also inform the Actual Percentage of the Local Content and the Complete Address of the Location of Local Value Addition as per the attached MII format, failing which no purchase preference shall be granted.</p> <p>In case the bid value is more than Rs. 10 Crore, the declaration relating to the Actual Percentage of the Local Content and the Complete Address of the Location of Local Value Addition shall be Certified by the Statutory Auditor or Cost Auditor, if the OEM is a Company and by a Practicing Cost Accountant or a Chartered Accountant for OEM other than Companies as per the above circular.</p> <p>For contracts valuing more than Rs 10 Crores, local content (in cases of self-certification submitted by bidders at the time of tendering) will be re-verified during execution of</p>



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		<p>contract by Cost/ Chartered Accountant/ Statutory Auditor/Cost Auditor (as applicable) and in case of defaults, penalty upto 10% of the contract value shall be imposed. However, contract once awarded shall not be terminated on this account.</p> <p><i>Bidders or successors can be debarred for false declarations for up to 2 years. Debarred suppliers not eligible for preference in any other procuring entity.</i></p>
29.	INTEGRITY PACT (IP), FRAUD PREVENTION POLICY & INTEGRITY COMMITMENT	<p>Applicable as per attached BHEL GTC of ENQUIRY (BP200102A, Cl. No. 30 & 32). <i>Integrity Pact to be sealed & signed along with a witness and submitted along with the offer.</i></p> <p>(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 panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. https://www.bhel.com/iems-under-integrity-pact-1</p> <ol style="list-style-type: none"> 1. Shri Bishwamitra Pandey, IRAS (Retd.) – iem1@bhel.in 2. Shri Otem Dai, IAS (Retd.) – iem2@bhel.in 3. Shri Mukesh Mittal, IRS (Retd.) – iem3@bhel.in <p>(B) The IP as enclosed with the tender is to be submitted (duly signed & sealed by authorized signatory) along with Techno-Commercial bid (Part-I, in case of two/ three-part 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.</p> <p>(C) Please refer Section-8 of IP for Role and Responsibilities of IEMS. In case of any complaint arising out of the 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.</p> <p>NOTE:</p> <p>No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:</p> <p>Details of contact person(s):</p> <ol style="list-style-type: none"> (1) Name: Manendra Singh (Dy. Manager) Deptt: <u>MNX</u> Address: <u>Block-9/Annexe/EW/GF, BHEL, Piplani, Bhopal - 462022</u> Phone: <u>0755-250-5880</u> Email: manendra1@bhel.in (2) Name: <u>Gaurav Katiyar (Sr. Manager)</u> Deptt: <u>MNX</u> Address: <u>Block-9/Annexe/EW/GF, BHEL, Piplani, Bhopal - 462022</u> Phone: <u>0755-250-5766</u> Email: gauravkatiyar@bhel.in
30.	RESTRICTION UNDER RULE 144 (xi) GFR	Applicable as per attached BHEL GTC of ENQUIRY (BP200102B, Cl. No. 34)
31.	ANNEXURE-IX	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 is available in the NIT documents for this enquiry (Annexure-IX). Same is to be submitted with the offer.
32.	BIDDER'S DECLARATION	<p>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.</p> <p>In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant Policies/ Guidelines.</p>
33.	CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS	<p>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:</p> <p>a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, <u>that puts them in a position to have access to information about or influence on the bid of another Bidder</u>; or</p> <p>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. <u>However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid</u>; or</p> <p>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 authorise only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; <p style="text-align: center;">or</p> <p>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</p> <p>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. "</p>



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34.	EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER	<p>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.</p> <p>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).</p> <p>Ranking will be done accordingly. Decision of BHEL in such situations shall be final and binding.</p>
35.	SPECIAL CONDITIONS	<p>Bidders who fall under MSE (Micro & Small Enterprises only) and fail to upload 'UDYAM Registration Certificate (URC)' shall automatically be considered as Non-MSE supplier for this tender.</p> <p>Further, it is to be noted that MSE benefits are not being extended to Agent/ Dealer/ Trader/ Distributor (i.e. Other than manufacturer). Supplier has to also provide supporting document(s) such as Agreement Between OEM & Bidder(s) etc.</p> <p>Identification must. Soon after rejection of material, it is to be ensured by supplier that material should be taken back maximum within two weeks after communication for rectification/ replacement & supply back the rectified/ fresh material to BHEL Bhopal within 30 days from rejection. In the event of non-lifting of rejected material by supplier, BHEL will not be responsible for loss of such items to the supplier in any case.</p> <p>Offers of suppliers who are in 'HOLD/BANNED' status in BHEL Bhopal PMD shall not be considered.</p> <p>Unregistered vendors to submit documents required for registration to BHEL Portal Online (https://bhel.com/supplier-registration).</p>
36.	OTHER TERMS & CONDITIONS	<p>Other Terms & Conditions as per attached BHEL GTC of ENQUIRY (BP200102B)</p> <p>In case of Non-compliance of NIT, BHEL GTC of ENQUIRY (BP200102B) and BHEL PO Terms and non-submission of the required documents, the Vendor's offer is liable to be rejected.</p> <p>Any deviation of NIT, BHEL GTC of ENQUIRY (BP200102B) and BHEL PO Terms, where vendor response is not affirmative to be clearly indicated, else BHEL will consider that all above Terms & Conditions are acceptable to vendors.</p>
37.	GEM REGISTRATION	<p>As you are kindly aware that Government e-Marketplace (GeM) is a one stop portal to facilitate Online Procurement of Goods & Services required by various Government Departments/ Organizations/ PSUs. GeM aims to enhance transparency, efficiency and speed in public procurement. Detailed instructions/ guides/ videos/ FAQs for registration and processes are available on the portal (https://gem.gov.in).</p> <p>BHEL being a PSU, would like that its suppliers/ contractors also have visibility on this portal so that GeM can be used for procurement by BHEL.</p> <p>Hence, you are requested to get yourselves registered on GeM.</p>
38.	TENDER FEE	Not applicable



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39.	BID SUBMISSION WITHIN DUE DATE & TIME	<p>No request for extension of tender due date will be entertained at the time of tender opening and after due date under any circumstances. Hence, all bidders are requested to submit their bid well within due date and time only.</p> <p><i>BHEL reserves the right for extension of tender based on the situation without assigning any reason whatsoever it may be.</i></p>
40.	DOCUMENTS TO BE FURNISHED ALONG WITH YOUR QUOTATION	<p>Signed and Sealed copy of:</p> <ul style="list-style-type: none">- NIT- BHEL GTC of ENQUIRY (BP200102B)- BHEL PO Terms <p>Duly Filled, Signed and Sealed copy of:</p> <ul style="list-style-type: none">- Techno-Commercial Annexure- T-PQR along with all supporting documents- Financial-PQR along with all supporting documents- Annexure-IX in Company Letterhead- PPP-MII Certificate for local content- Integrity pact <p>Others:</p> <ul style="list-style-type: none">- UDYAM Registration Certificate (<i>as applicable for MSME bidders only</i>)

IT IS HEREBY MENTIONED THAT THIS IS E-TENDER SO OFFER SUBMITTED THROUGH E-PROCUREMENT PORTAL (www.eprocurebhel.co.in) SHALL ONLY BE CONSIDERED.