

GENERAL INSTRUCTIONS TO BIDDERS REGARDING NIT CONDITIONS WRT Supply of 8-PATH INSERTION TYPE EXTERNALLY MOUNTED ULTRASONIC FLOW MEASURING SYSTEM FOR ARUN-3-UNDER GLOBAL TENDER ENQUIRY NO E1853135

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 8-path insertion type externally mounted ultrasonic flow measurement system 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-commercial 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) in line with sample QAP enclosed. 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 in line with sample QAP enclosed.

6. **Delivery terms :**

For Foreign Bidders : Terms of Delivery For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be at Mumbai ACC (INBOM4).

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 airport 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.

Payment terms :

(A) FOR SUPPLY PORTION (Item1,2 &3) : BHEL prefers “door delivery” of material in which case, 95% of supply payment within 90 days (45 days in case of MSE) being from the date of receipt & acceptance of material and balance 5% after successful Installation & commissioning of items at site.

(B) FOR COMMISSIONING PORTION (item4,5 6 and 7): 100 % payment of commissioning charges shall be within 30 days after successful commissioning at site. Commissioning date indicated in enquiry is only indicative and actual date of commissioning shall be intimated later on.

(C) 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.

(D) For Indigenous Bidders :

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

7. **Delivery schedule: (Item 1 to 3)**

Item 1 : 8-PATH INSERTION TYPE EXTERNALLY MOUNTED ULTRASONIC FLOW MEASURING SYSTEM #4 set,

Item#2 : SPARE ULTRASONIC FLOW SENSOR FOR 8-PATH INSERTION TYPE ULTRASONIC FLOW MEASURING SYSTEM#1 set

Item#3: 2-PATH INSERTION TYPE EXTERNALLY MOUNTED ULTRASONIC FLOW MEASURING SYSTEM:02set

(112 days from date of document approval. Document submission time will be 06 weeks from date of PO and re-submission time shall be 02 weeks)

Delivery schedule: (Item 4 to 7)

Item 4- INSTALLATION OF 2 SETS OF 8-PATH & 1 SET OF 2-PATH INSERTION TYPE ULTRASONIC FLOW MEASURING SYSTEM-01 set

Item 5- COMMISSIONING OF 2 SETS OF 8-PATH & 1 SET 2-PATH INSERTION TYPE ULTRASONIC FLOW MEASURING SYSTEM – 01 set

Item 6: INSTALLATION OF 2 SETS OF 8-PATH & 1 SET OF 2-PATH INSERTION TYPE ULTRASONIC FLOW MEASURING SYSTEM -01 set

Item 7 : COMMISSIONING OF 2 SETS OF 8-PATH & 1 SET 2-PATH INSERTION TYPE ULTRASONIC FLOW MEASURING SYSTEM-01 set

(Expected commissioning date: **February-26 to Dec-26**. Dates are tentative and shall be intimated later on)

Vendor shall be given 3 weeks advance intimation for deputation of engineer for installation and 2 weeks advance intimation for deputation of engineer for commissioning

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 B, 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 (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 (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, since the evaluation of tender is on package wise basis i.e non splittable, therefore 100 % quantity shall be offered to Class I vendor at L1 rate.

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. **Integrity Pact (IP)**

(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.

1. Shri Otem Dai, IAS (Retd.) iem1@bhel.in
2. Shri Bishwamitra Pandey, IRAS (Retd.) iem2@bhel.in
3. Shri Mukesh Mittal, IRS (Retd.) iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed 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.

(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.

Note: 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:

Contact Details:

	(1)	(2)
Name	Ratnesh Pandey	Arijit Mishra
Landline No.	0755 2505952	0755 2503199
Mobile No.	9165006115	9770012668
Email	ratneshpandey@bhel.in	arijit1@bhel.in
Deptt	Material Management -HYDRO (MHX)	
Address	Eastern Wing, Block-1 Annexe, First Floor .BHEL-Bhopal	

17. **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.

18. DUTY STRUCTURE :

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

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

20. **Restrictions under 144 (xi) of the General Financial Rules (GFRs), 2017 (REF Govt. of India circular F. No. 6/18/2019-PPD dated 23.07.2020 and revisions there after if any) (Ref BHEL GTC BP 200102A Clause 34:**

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.

6) For tender bidder will require to deliver the material till the designated airports as per following details:

Sr. No.	Country	Airport
1.	UK	London, New Castle, Oxford, Bristol, Birmingham, East midland, Manchester, Leeds and Glasgow
2.	Italy	Rome, Milan, Malpensa
3.	Netherlands	Amsterdam
4.	Japan	Tokyo, Osaka, Hanyu
5.	Singapore	Singapore
6.	Switzerland's	Basle, Zurich, Genève, Bulli, Bochiensm

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

VI. **Model certificate for Tenders** "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered. [**Where applicable , evidence of valid registration by the Competent Authority shall be attached**]."

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

21. 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. 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.

22. Performance security :

Successful L1 bidder on award of contract shall submit performance security of value of **05 percent of the contract value.**

Performance security can be submitted in following forms :

- (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- (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.
- (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).
- (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor or furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- (v) 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) Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it 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.

FORFEITURE OF Performance Security :

- (i) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

PS 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. The Performance Security shall not carry any interest.

5B.2 Modes of deposit:

a) Performance security may be furnished in the following forms:

- (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- (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.
- (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).
- (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).
- (v) 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)

- 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 governing international securities. Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it 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

LIST OF ENCLOSURES:

- (1) ANNEXURE 'A'
- (2) PRE-QUALIFICATION REQUIREMENT (PQR)
- (3) BHEL DRG Skretch (tech requirements mentioned in drg) Sample QAP

- (4) INTEGRITY PACT
- (5) ANNEXURE FOR SISTER UNIT DECLARATION
- (6) GENERAL TERMS AND CONDITIONS OF ENQUIRY BP-200102A
- (7) MODEL CONCILIATION CLAUSE (REF ANNEXURE V)
- (8) DUTY STRUCTURE ILLUSTRATION (REF ANNEXURE VI)
- (9) MODEL CERTIFICATE

ANNEXURE - I (TECHNICAL)

1. Evaluation is on Package wise basis, quote accordingly for the enquiry item.
2. All the Tech requirements, scope of supply etc are mentioned in drg. Bidders to endorse the drg and confirm to all tech requirements.
3. Test certificates / guarantee certificates must be furnished in triplicate.
4. Offer must be in line with our technical specification / drawing. Deviation, if any, should be clearly indicated in the offer.

ANNEXURE-II (COMMERCIAL):- COMMERCIAL TERMS FOR INDEGENOUS VENDORS.

(Submit the document with company's seal and authorized signature)

Enquiry No. :- for 8-path insertion type externally mounted ultrasonic flow measurement system

S.No.	BHEL TERMS	Vendors Remarks
1.	Quotation reference and Date	
2.	GEM SELLER ID	
3.	GSTIN no.	
4.	E- mail ids	
5.	Contact person with contact detail	
6.	Prices shall be FIRM till execution of order inclusive of all testing charges and to be furnished in INR only	
7.	Inspection shall be carried out at vendor's works by BHEL appointed Third Party Agency (if required) in line with sample QAP	
8.	Sample QAP duly endorsed and submitted alongwith offer.	
9.	<u>Address of Delivery Destination :-</u> Sr. Mrg (CRX Division), BHEL, Piplani, Bhopal-462022	
10.	Price to be furnished on FOR CRX, BHEL Bhopal duly insured basis including packing & forwarding charges and freight charges.	
11.	Despatch mode	
12.	Minimum delivery period to be quoted in no. of weeks/months from the date of receipt of Purchase Order / approval of docs., if required .	
13.	Freight charges upto BHEL Bhopal shall be in supplier scope	
14.	Insurance scope shall be in supplier scope	
15.	Packing & forwarding charges shall be inclusive (note: in case charged extra, your bid shall be suitably loaded)	
16.	GST TYPE (IGST/ SGST+CGST) and percentage with HSN Code	
17.	Other charges attracting GST (note: in case of others, your bid shall be suitably loaded)	
18.	Payment terms : (E) FOR SUPPLY PORTION : FOR SUPPLY PORTION (Item1,2 &3) : BHEL prefers "door delivery" of material in which case, 95% of supply payment within 90 days (45 days in case of MSE) being from the date of receipt & acceptance of material and balance 5% after successful Installation & commissioning of items at site.	
	(A) FOR COMMISSIONING PORTION: 100 % payment of commissioning charges shall be within 30 days after	

	<p>successful commissioning at site. Commissioning date indicated in enquiry is only indicative and actual date of commissioning shall be intimated later on.</p> <p>Note : For MSME suppliers, payment terms shall be 45 days in place of 90 days, you need to submit , Udyam, UAM, MSME & valid CA certificate for the same.</p> <p>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.</p>	
19.	Are You Registered Under Msmed Act-2006	
20	Doc submission if any shall be within 06 weeks from PO Placement date and resubmission if any on comments received on drgs submitted shall be within 7 days of comments received	
21.	<u>Bank charges:</u> All bank charges, if any, to supplier's account.	
22.	<u>Penalty :</u> 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, clause 9).	
23.	<p><u>MAKE IN INDIA :</u></p> <p>Certificate as per enclosed format should be submitted</p> <p>Certificate as per model format should be enclosed</p>	
24.	<p><u>Restrictions under GFR :</u></p> <p>MODEL CERTIFICATE ENCLOSED [Wherever applicable , evidence of valid registration by the Competent Authority shall be attached].”</p>	
25.	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	
26.	Please confirm that you have uploaded the sister unit declaration as per Annexure duly seal & Signed	
27.	<u>INTEGRITY Pact duly sealed and signed enclosed with offer</u>	
28.	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.	

29.	Validity: The offer must be valid for 90 days from the date of Part- I bid opening.	
30.	Other terms & conditions shall be as per GENERAL TERMS AND CONDITIONS OF ENQUIRY BP-200102 A(as enclosed with this bid).	
31.	To ensure due performance of the contract, Performance Bank guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be obtained from the successful bidder awarded the contract. Performance security of 5% of the contract value is to be submitted by successful bidder by the date specified in the contract.	

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

Signature of Vendor with date & Seal

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

Enquiry No. :-

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.	Inspection by M/s Lloyds / BVQI / SGS/TUV (wherever applicable) and BHEL's in line with sample QAP enclosed. Charges, if any, are to be shown separately in the Price- Bid .	
8	Sample QAP duly endorsed and submitted alongwith offer.	
9.	For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be at Mumbai ACC (INBOM4). .(Freight charges as inclusive in CFR/ CIF/CIP rates to be quoted separately).	
10.	Copy of Un priced bid clearly indicating item wise 'Quoted/Not Quoted' status for all items, freight, taxes etc. is submitted along with Techno-commercial bid part-I.	
11.	Pls. mention the name of the airport related to delivery	
12.	Please indicate shipping approx. weight & dimension (LxWxH) of consignment mm in your offer. Also mention the type of consignment and container required for air shipment.	
13.	Agency commission if any, to be included in CFR/CIF price	
14.	Details of Indian agent (contact no. / e-mails) are to be furnished.	
15.	Minimum delivery period to be quoted in no. of weeks/months from the date of receipt of Purchase Order / approval of docs., if required .	
16	Delivery schedule: 112 days from date of document approval. Document submission time will be 06 weeks from date of PO and re-submission time shall be 02 weeks	
17.	<p>Payment terms:-</p> <p>Payment terms:-</p> <p>(A) FOR SUPPLY PORTION : FOR SUPPLY PORTION (Item1,2 &3) : BHEL prefers "door delivery" of material in which case, 95% of supply payment within 90 days (45 days in case of MSE) being from the date of receipt & acceptance of material and balance 5% after successful Installation & commissioning of items at site.</p> <p>(A) FOR COMMISSIONING PORTION (item4,5 6 and 7): 100 % payment of commissioning charges shall be within 30 days after successful commissioning at site. Commissioning date indicated in enquiry is only indicative and actual date of commissioning shall be intimated later on.</p> <p>(B) L/c shall be established 30 days prior to readiness of material and shall be valid for another two months i.e the L/C shall remain valid for a period of 90 days from date of opening.</p>	

	<p>(a) In Negotiable Documents of LC :-</p> <p>(1) PRE DISPATCH CLEARANCE CERTIFICATE ISSUED BY BHEL REFERENCING TEST CERTIFICATE NOS AND THEIR DATES ISSUED BY VENDOR</p> <p>(2) FOR SEA CONSIGNMENT AND CIF DELIVERY TERM : CERTIFICATE FROM SHIPPING COMPANY OR ITS AGENT OR ITS OWNER OR MASTER OR CHARTERER STATING THAT THE CARRYING VESSEL IS SEAWORTHY AND THE VESSEL IS CLASSIFIED BY AN APPROVED CLASSIFICATION SOCIETY AS PER INSTITUTE CLASSIFICATION CLAUSES AND CLASSIFIED AS LLOYDS 100 A1 OR ITS EQUIVALENT CLASSIFICATION STATING THAT THE VESSEL IS NOT MORE THAN 25 YEARS OLD.</p> <p>(3) DETAILED PACKING LIST / ADVICE NOTE INDICATING CONTAINER-WISE GROSS WEIGHT, NET WEIGHT, CBM VOLUME, NO. OF PACKAGES WITH DIMENSIONS OF EACH PACKAGE , AS APPLICABLE ISSUED BY BENEFICIARY IN TWO ORIGINAL.</p> <p>(b) In additional condition of LC :-</p> <p>(1) IF SELLER/BENEFICIARY DOES NOT COMPLY OR DEVIATES FROM ANY OF THE LC CLAUSES/COMPLIANCES, THEN ANY ADDITIONAL CHARGES, DEMURRAGE, DETENTION, GROUND RENT, CLEARANCE CHARGES, PENALTY, ETC IMPOSED ON OR BORNE BY/PAID TO BHEL DUE TO SUCH NON-COMPLIANCE/DEVIATION, ETC., SHALL BE TO THE ACCOUNT OF THE SELLER/BENEFICIARY AND SHALL BE RECOVERABLE FROM THE SELLER'S/BENEFICIARY'S BILLS CONFIRMED VIA SELLER'S/BENEFICIARY BANK SWIFT.</p> <p>(c) If service portion also involve in PO then following documents compulsory require for benefit of DTAA concessional rate TDS :-</p> <p>(1) No PEBC (as also mentioned in attached GTC - 16 -C)</p> <p>(2) Tax Residency Certificate (as also mentioned in attached GTC - 16 -D)</p> <p>(3) Online Form 10F (as also mentioned in attached GTC - 16 -D but kindly note from Oct 2024 onwards only online form 10F is to be required)</p> <p>(d) If BHEL require BGs (for any reason) then attached corporate office guidelines to be followed for formats etc</p> <p>Loading shall be applicable as per BHEL GTC clause 16.</p>	
18.	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.	
19.	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)	

20.	<u>Validity:-</u> The offer must be valid for 90 days from the date of opening of Part-I bid i.e. PQR bid opening.	
21.	<u>Restrictions under GFR :</u> MODEL CERTIFICATE ENCLOSED [Wherever applicable , evidence of valid registration by the Competent Authority shall be attached].”	
22.	Please confirm that you have uploaded the sister unit declaration as per Annexure duly seal & Signed	
23.	<u>INTEGRITY Pact duly sealed and signed enclosed with offer</u>	
24.	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.	
25.	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	
26.	Other terms & conditions shall be as per GENERAL TERMS AND CONDITIONS OF ENQUIRY BP-200102B (as enclosed with enquiry)	
27.	To ensure due performance of the contract, Performance Bank guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be obtained from the successful bidder awarded the contract. Performance security of 5% of the contract value is to be submitted by successful bidder by the date specified in the contract.	

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

Signature of Vendor with date & Seal

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

E1833288 for

Sr. No. of Enquiry	Item Description	Quantity	OUOTED/REG RET	Remarks (if any)
1	8-PATH INSERTION TYPE EXTERNALLY MOUNTED ULTRASONIC FLOW MEASURING SYSTEM FOR ARUN-	04 Set		
2	SPARE ULTRASONIC FLOW SENSOR FOR 8-PATH INSERTION TYPE ULTRASONIC FLOW MEASURING SYSTEM	01 Set		
3	2-PATH INSERTION TYPE EXTERNALLY MOUNTED ULTRASONIC FLOW MEASURING SYSTEM FOR ARUN-3	02 set		
4	INSTALLATION OF 2 SETS OF 8-PATH & 1 SET OF 2- PATH INSERTION TYPE ULTRASONIC FLOW MEASURING SYSTEM	01 Set		
5	COMMISSIONING OF 2 SETS OF 8-PATH & 1 SET 2-PATH INSERTION TYPE ULTRASONIC FLOW MEASURING SYSTEM	01 Set		
6	INSTALLATION OF 2 SETS OF 8-PATH & 1 SET OF 2- PATH INSERTION TYPE ULTRASONIC FLOW MEASURING SYSTEM	01 Set		
7	COMMISSIONING OF 2 SETS OF 8-PATH & 1 SET 2-PATH INSERTION TYPE ULTRASONIC FLOW MEASURING SYSTEM	01 Set		

Signature of Vendor
with date & Seal