

**GENERAL INSTRUCTIONS TO BIDDERS REGARDING NIT CONDITIONS WRT SUPPLY OF
DOOR CASTING OF BUTTERFLY VALVE IN ROUGH MACHINED CONDITION FOR KLIS
L4P2 UNDER GLOBAL TENDER ENQUIRY NO E1823094**

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 BF Valve door Casting 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-comm bid, PART-II will be price bid.
3. **Tender Evaluation:** On due date of enquiry, only PQR & Techno-comm 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 QAP Ref. No. QA/HT/2111 Rev. No. 00 Clause 1.1 & 2.1. 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 QAP Ref. No. QA/HT/2111 Rev. No. 00 Clause 1.1 & 2.1.

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:** BF Valve Door Casting - full qty within 180 days.

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 (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 in company letter head as per format enclosed giving the percentage of local content and place of value addition.

For this procurement, public procurement (preference to make in India), order 2017 dt 16.09.2020 and subsequent order issued by the restrictive nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

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 **8.25 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 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.

LIST OF ENCLOSURES:

- (1) PRE-QUALIFICATION REQUIREMENT (PQR)
- (2) PRODUCT SPECIFICATION HT00215 Rev.04, Material Spec AA 9521 Rev.08 BHEL DRG NO 02120221602 , QAP NO QA/HT/2111 Rev.00
- (3) ANNEXURE FOR SISTER UNIT DECLARATION
- (4) GENERAL TERMS AND CONDITIONS OF ENQUIRY BP-200102A
- (5) MODEL CONCILIATION CLAUSE (REF ANNEXURE V)
- (6) DUTY STRUCTURE ILLUSTRATION (REF ANNEXURE VI)

ANNEXURE - I (TECHNICAL)

1. Evaluation is on item wise basis, quote accordingly for the enquiry item.
2. Test certificates / guarantee certificates must be furnished in triplicate.
3. Offer must be in line with our technical specification / drawing. Deviation, if any, should be clearly indicated in the offer.

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

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

Enquiry No. :- E1823094 for BF valve Door Casting.

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 in line with QAP No. QA/HT/2111 Rev. No. 00 Clause 1.1 & 2.1.	
8.	QAP No QA/HT/2111 Rev. No. 00 Clause 1.1 & 2.1. 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.	<u>Payment terms</u> : <u>(A) FOR SUPPLY PORTION</u> : BHEL prefers "door delivery" of material in which case 100% payment of supply shall be within 90 days after receipt and acceptance of material. Otherwise, your price shall be loaded at SBI Base rate + 6% for bid evaluation 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. 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>NOTE: In case of Splitting as applicable on account of Purchase Preference to verified MSME vendors in line with MSME guidelines, Qty shall be decided upon as per the Govt guidelines prescribed under MSME norms</p> <p>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>	
19.	Are You Registered Under Msmad Act-2006	
20.	Doc submission if any shall be within 15 days from PO Placement date and resubmission if any on comments received on drgs submitted shall be within 5 days of comments received	
21.	Bank charges: All bank charges, if any, to supplier's account.	
22.	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, clause 9).	
23.	MAKE IN INDIA : Certificate of verification of local content in company letter head as per format enclosed submitted	
24.	Implementation of TDS Provision of GST Law w.e.f 01st Oct 2018: Central Board for Indirect Taxation and Customs, vide notification no. 50 Central Tax dated 13th Sep 2018 has notified implementation of Sec 51 of CGST ACT with effect from 01st Oct 2018. Therefore:- (i) TDS shall be liable to be deducted @2% IGST in case of Inter-state supplies, 1% CGST+1% SGST in case of Intra State supplies where contract value is more than Rs 2.5 lakhs. (ii) TDS return shall be filed and TDS certificates shall be issued by BHEL as per applicable provisions (iii) As per Sec 51 of CGST Act read with notification 50 of Central Tax dated 13th Sep 2018, TDS so deducted shall be reflected on the GST Portal of the Vendor/Contractor	
25.	Please confirm that you have uploaded the sister unit declaration as per Annexure duly seal & Signed	
26.	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	
27.	Validity: The offer must be valid for 90 days from the date of Part- I bid opening.	
28.	Other terms & conditions shall be as per GENERAL TERMS AND CONDITIONS OF ENQUIRY BP-200102 A(as enclosed with this bid).	
29.	Any other remarks.	

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. :- E1823094 for BF valve Door Casting.

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) in line with QAP No QA/HT/2111 Rev. No. 00 Clause 1.1 & 2.1 . Charges, if any, are to be shown separately in the Price- Bid .	
8	QAP No QAP No QA/HT/2111 Rev. No. 00 Clause 1.1 & 2.1 . duly endorsed and submitted alongwith offer.	
9.	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).	
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 seaport 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 sea 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	Doc submission if any shall be within 15 days from PO Placement date and resubmission if any on comments received on drgs submitted shall be within 5 days of comments received	
17.	(A) Payment terms:- 100% 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 Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.	
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 OF ENQUIRY BP-200102 A, clause 9).	
20.	Validity:- The offer must be valid for 90 days from the date of opening of Part-I bid i.e. PQR bid opening.	
21.	Please confirm that you have uploaded the sister unit declaration as per Annexure duly seal & Signed	
22.	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.	
23.	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	
24.	Other terms & conditions shall be as per GENERAL TERMS AND CONDITIONS OF ENQUIRY BP-200102A (as enclosed with enquiry)	
25.	Any other remarks.	

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)

E1823094 for B F Valve Door Casting

Sr. No. of Enquiry	Item Description	Quantity	OUOTED/REGRET	Remarks (if any)
1	DOOR CASTING OF BUTTERFLY VALVE IN ROUGH MACHINED CONDITION AS PER DRAWING NO. 02120221602 REV-00, MATERIAL SPEC. AA19521 REV-08, PRODUCT STANDARD HT00215 REV- 04 & SAMPLE QA PLAN.	03 Nos.		

Signature of Vendor
with date & Seal