

ANNEXURE- B (GENERAL) TO ENQUIRY No. E1803152 for Axial Shaft Seal

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

1.1 Part-I Bid – Pre-Qualifying Requirement (PQR) Bid

Documents to be submitted in this bid:-

- 1.1.1 Copy of receipt of online deposit at SBICollect in favor of BHEL Bhopal - tender fee
- 1.1.2 Pointwise confirmation to all the points mentioned in PQR.
- 1.1.3 All the relevant documents in support of all the points mentioned in PQR
- 1.1.4 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.

1.2 Part-II – Techno-Commercial Bid

- 1.2.1 Complete technical details and commercial details of offer.
- 1.2.2 Confirmation to all technical conditions as indicated in Annexure- C (Technical)
- 1.2.3 Confirmation to all commercial conditions as indicated in annexure (commercial) Annexure- D with company's seal and authorized signature and
- 1.2.4 UN-PRICED Copy of the price bid.

1.3 Part-III – Price Bid

Documents to be submitted in this bid :-

Price Bid to be submitted in the Price Bid Format as per **Annexure – E** enclosed.

2. All the three bids i.e. PQR bid (Part-I), Techno-commercial bid (Part-II) & price bid (Part-III) must be duly signed by representative of the firm and to be enclosed in separate sealed envelopes clearly indicating **Enquiry no. E1803152 (PQR BID)**, **Enquiry no. E1803152 (Techno-Commercial Bid)** & **Enquiry No. E1803152 (PRICE BID)** on the respective envelopes. All the sealed envelopes are then to be put in one single envelope **super scribed with Enquiry No. and Due date**. Offer must reach our tender room latest by 11.00 AM (IST) on the due date mentioned in enquiry. Late offers shall not be considered in any condition.
3. **Tender fee:** Non-refundable tender fee Rs. 1000/- (Indian Rupee) to be paid online at "sbicollect" <https://www.onlinesbi.com/prelogin/collecthome.htm> >> Madhya Pradesh – Industry >> BHEL Bhopal >> Deposit of Tender cost & copy of receipt must be enclosed with Part – I Bid i.e PQR bid.

Please note that no mode of payment other than online payment is acceptable for tender fee. Offers of bidders who have not submitted the tender fee online may not be considered.

MSME bidders are exempted from submitting tender fee.

4. Tenders to be submitted in tender box placed at BHEL Bhopal's tender room. The postal address of our tender room is:-

In charge,
Tender Room,
Ground Floor, Administrative Building, Jawahar Bhavan,

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नेहा मण्डलोई / NEHA MANDLOI
प्रबंधक / Manager
सा.प्र.-हाईड्रो / MM-Hydro
बी.एच.ई.एल., भोपाल / BHEL, BHOPAL

BHEL, Piplani,
Bhopal – 462022 (India)

5. **Tender Evaluation:** On due date of enquiry, only PQR Bid offer (Part-I) shall be opened and after scrutiny, vendors who are qualified in Pre-Qualification Requirement, Techno-commercial bid (Part-II) of those vendors shall be opened in tender room, for which separate advance intimation shall be given.

After technical / commercial scrutiny, price bid (Part-III) of the vendors who are found technically & commercially in line with our requirement shall be opened, for which separate advance intimation shall be given.

6. Evaluation of tender shall be on package wise basis.
7. **Tender Cost Evaluation,** shall be on the basis of delivered cost i.e. Landed/total cost to BHEL.
8. **Inspection for vendor** - Inspection shall be carried out at vendor's works by BHEL appointed Third Party Agency.
9. **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. In case of staggered delivery schedule, penalty shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value. Loading for 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).
10. 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.
11. Offers received after 11.00 A.M on due date shall be treated as "late" and shall not be entertained in any condition. Ensure timely submission of offer.
12. For any deviations from BHEL standard terms & conditions, your offer will be rejected / loaded as per existing guide lines of BHEL.

13. 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.

In the above scenario, no bidders with local content less than 20% i.e falling under "Non local suppliers" are allowed to participate in this tender i.e this tender is not a global tender and bidders with less than 20% local content shall be straightaway rejected.

Margin of purchase preference to make in India shall be 20%.

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प्रबंधक / Manager
सा.प्र.-हाईड्रो / MM-Hydro
बी.एच.ई.एल., भोपाल / BHEL, BHOPAL

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/POWO against this NIT. In the event of any nodal ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

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.

All bidders to confirm to Make In India as per the checklist in **Annexure D** and also furnish the related documents as asked for.

14. 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) :

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;


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बी.एच.ई.एल., भोपाल / **BHEL, BHOPAL**

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 of 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 of 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.

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

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

15. 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.

16. 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.

17. 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.

18. INTEGRITY PACT :

(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 have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.



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नेहा मण्डलोई / NEHA MANDLOI

प्रबंधक / Manager

सा.प्र.-हाईड्रो / MM-Hydro

बी.एच.ई.एल., भोपाल / BHEL, BHOPAL

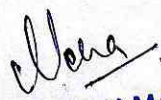
Sl. No.	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	ybsinghips@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid (refer **Annexure –1**). 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 the IP for roles and responsibilities of IEMs. In case of any complaint arising out of 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/e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below :

Details of contact person (s)

	(1)	(2)
Name	Neha Mandloi	Rakesh Rawal
Landline No.	0755 2505933	0755 2503661
Mobile No.	9981511984	9406903356
Email	nehamandloi@bhel.in	rrowal@bhel.in
Deptt	Material Management -HYDRO (MHX)	
Address	Eastern Wing, Block-1 Annexe, First Floor .BHEL-Bhopal	


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 प्रबंधक / Manager
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 बी.एच.ई.एल., भोपाल / BHEL, BHOPAL

ANNEXURE - C (TECHNICAL)

1. Evaluation is on package wise basis, quote accordingly for all the enquiry items.
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.
4. Bidders to fill up the checklist as provided with our specification HT00221 and submit duly sealed and signed alongwith the Techno-Comm1 (Part – II) Offer.


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

Enquiry No. :- E1803152 for Axial Shaft Seal

S.No.	BHEL TERMS	Vendors Remarks
1.	Prices shall be FIRM till execution of order inclusive of all testing charges and to be furnished in INR only	
2.	Inspection shall be carried out at vendor's works by BHEL appointed Third Party Agency in line with QAP No. QA/HT/2048 Rev.No.00	
3	QAP No QA/HT/2048 Rev. No. 00 duly endorsed and submitted alongwith offer.	
3.	Address of Delivery Destination :- Sr. Mrg (CRX Division), BHEL, Piplani, Bhopal-462022	
4.	Price to be furnished on FOR CRX, BHEL Bhopal duly insured basis including packing & forwarding charges and freight charges.	
5.	Minimum delivery period to be quoted in no. of weeks/months from the date of receipt of Purchase Order / approval of docs., if required .	
6.	Drg, documents, QAP, Tools list, erection manual, O & M Manual etc as per Specification Number HT00221 Rev.01 Clause 6 to be submitted within 4 weeks of placement of order and resubmission if any due to comments received on the drgs/docs shall be within 2 weeks of such comments received. NOTE : Bidders to note that complete submission of all the above documents shall only be considered as FIRST Submission. Incomplete and part submission shall not account for FIRST SUBMISSION.	
7.	Payment terms : (A) FOR SUPPLY PORTION : BHEL prefers "door delivery" of material in which case 90% payment of supply shall be within 90 days after receipt and acceptance of material. Balance 10 % of payment of supply shall be alongwith the commissioning payment after successful commissioning at site and receipt of commissioning certificate.	
	OR In case of payment through bank, 90% payment within 90 days from the date of dispatch of material, Material to be supplied on door delivery basis. Balance 10 % of payment of supply shall be alongwith the commissioning payment after successful commissioning at site and receipt of commissioning certificate. Otherwise, your price shall be loaded at SBI Base rate + 6%.	
	(B) FOR COMMISSIONING PORTION: 100 % payment of commissioning charges shall be after successful commissioning at site. Note : For MSME suppliers, payment terms shall be 45 days in place of 90 days, you need to submit 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. 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 SRVICES	

	RENDERD 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	
8.	Are You Registered Under Msmed Act-2006	
9.	Bank charges: All bank charges, if any, to supplier's account.	
10.	Penalty: LD 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. In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value. Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value)	
11.	MAKE IN INDIA : 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 dt 16.09.2020 issued by DPIIT. In case a 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.	
	Please mention percentage of Local content	
	if local content is more than 20%, Please mention the location (In India) wherein the value addition/manufacturing shall be done	
	Margin of purchase preference to make in India shall be 20%	
	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	
12	Certificate of verification of Local Content enclosed	
13	Restrictions under GFR : I.Any bidder from a country which sha res 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) . évery artificial juridical 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 of 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 of 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 (i) 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. V. An Agent is a person employed to do any act for another or to represent another in dealings with third person MODEL CERTIFICATE FOR ABOVE ENCLOSED	
14	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	
15	Please confirm that you have uploaded the declaration as per Annexure-I duly seal & Signed	
16	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.	
17.	GST: Indicate clearly the applicable type & rate of GST.	
18.	INTEGRITY Pact duly sealed and signed enclosed with offer	
19.	Validity: The offer must be valid for 90 days from the date of PQR bid opening.	
20.	Other terms & conditions shall be as per GENERAL TERMS AND CONDITIONS OF ENQUIRY BP-200102 (available at B2B site of BHEL/vendors portal at www.bhelbpl.co.in).	
21.	Any other remarks.	

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

Signature of Vendor with date & Seal

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

Enquiry No. :- E1803152 for Axial shaft Seal

Rate schedule on 'on BHEL-BHOPAL (CRX) basis' (in Rs.)

Sr. No. of Enquiry	Item Description	Quantity	Unit rate (in figures & words)	TOTAL Value (in figures & words)	Remarks (if any)
1	Axial Shaft Seal	10 Nos.			
2	Set of Spares for Axial Shaft Seal	2 Sets.			
3	Erection and Commissioning Service (Note : Prices are to be furnished on lumsum basis as per Clause 3.3 of Spec HT 00221)	10 Nos			
4	Tools for Axial Shaft Seal	4 Nos			

Total value of offer (in figures Rupees):

Total value of offer (in words) :

Signature of Vendor
with date & Seal