



SUB: OPEN E-TENDER ENQUIRY NO. C/6743/2020/2391/T 1 dt. 16th Oct 2020

Tender ID : 2020_BHEL_33
Date of issue of Tender : 22th Oct 2020
Last Date to get from BHEL : 02nd Nov 2020 till 1: 45 pm
Due Date : 02nd Nov 2020 at 2:00 pm
Website : <https://eprocurebhel.co.in/nicgep/app>

Dear Sir/Madam,

We are pleased to invite your offer in **TWO PARTS through E-procurement system** for the under mentioned items.

Sl. No.	Description of Item	Qty. (No.)	Delivery Required	EMD (Earnest Money Deposit)
1.	Automatic Wire Cutting & Stripping Machine (as per Technical Specifications)	1	30.12.2020	Rs. 40,000/- (or Equivalent in any freely tradable Currency)

- The Offers are invited through our website on e-tender portal <https://eprocurebhel.co.in/nicgep/app> only.
- Quotation received through any other mode will not be considered.
- Technical Specifications are enclosed.
- Erection & Commissioning required at BHEL Works.
- Erection and Commissioning (E&C) charges will be 5.0% of Equipment Cost.
- E&C to be done by the supplier within 15 days starting from the first call given to the vendor.
- Pre-Dispatch Inspection (PDI) is required.
- Guarantee/Warranty Certificate shall be required for a period of 12 months from date of successful commissioning at BHEL Haridwar.
- Operation and Maintenance Manual is required.
- Recommended Spares are required as per Clause 8 of Technical Specification.
- GST: Input Tax Credit (ITC) is Applicable.
- BHEL shall be resorting to Reverse Auction (RA) for this tender.

Important Note:

Procedure for Submission of Offer for E – Tender

Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://eprocurebhel.co.in/nicgep/app>. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

- The Offers are invited through our website on e-tender portal <https://eprocurebhel.co.in/nicgep/app> only.
- Quotation received through any other mode will not be considered.



1. To secure the bids/quotations submitted by you, BHEL uses PKI (Public Key Infrastructure) Technology for authentication which uses Digital Signature Certificates (DSC-Class 3b, SHA2, 2048bit, Signing and encryption).
2. Offer should be strictly as per Terms and conditions on <https://bhel.abccprocure.com>, general instructions (below) and standard terms & conditions (GISTC) (version [GISTC \(VERSION: APRIL-2019, REV. 04\)](#)).

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements

3. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP 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.

General Instructions:

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should be submitted on or before the due date by 1.45 PM. BHEL will not be responsible for any type of delay / incomplete information from vendors etc.

NOTE: The vendor should submit their best price at this stage itself and they will not be allowed to revise the price unless there is change in specification or terms and conditions or specifically asked by BHEL. In case of any uncalled revision / discount submitted by vendor subsequently will be ignored & the bid is likely to be rejected.

Tender has to be opened in **TWO PARTS** as described below, on or before the due date and time of tender opening:

- | | | |
|------------|---|--|
| a) Part-I | : | 1. EMD details or EMD exemption certificates
2. Pre-Qualifying Requirement (PQR) and
3. Techno - Commercial Bid. |
| b) Part-II | : | Price Bid. |

EMD (EARNEST MONEY DEPOSIT):

- Intending vendors must remit the requisite EMD (drawn in favor of **BHEL Hardwar**) in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft only while submitting the tender. **Cheque / Bank Guarantee are not acceptable. In case of foreign bidders e-payment may also be accepted as EMD.**
 - BHEL Bank Details for e-remittances of EMD by bidders:

ACCOUNT HOLDER NAME: BHARAT HEAVY ELECTRICALS LIMITED, HEEP,
HARIDWAR
STATE BANK OF INDIA



BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR- 249 403 (UTTARAKHAND)
FAX: 0091 01334-226462, PHONE: 0091 01334-281147, 284009
E-MAIL: sanjay.singh@bhel.in ; sushmita@bhel.in

RANIPUR BRANCH,
OPP: BHEL MAIN GATE,
SECTOR-5, RANIPUR,
HARIDWAR, UTTARAKHAND, INDIA
PIN CODE: 249403

SWIFT NO : SBININBB225
CC ACCOUNT NO : 10667995458
IFSC CODE : SBIN0000586

- In case of demand draft, EMD details are to be mentioned in **e-bid** and original demand draft shall be sent to below mentioned address clearly mentioning BHEL RFQ NO / tender no. and item on envelope.

Address for submission of EMD** –

Tender Room, 4th Floor, Main Administration Building, HEEP-BHEL, Haridwar, India-249403.

****Please note that EMD must reach tender room before due date and time of tender (i.e. 01:45 PM) otherwise your offer will be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.**

- After tender opening (Part –I), if it is found that **If the bidder has not submitted the requisite EMD (if applicable) and bidders has claimed to be an MSE vendor but no supporting documents have been submitted in this regards. Both the cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.**
- Micro and Small Enterprises (**Registered under Udyog Aadhar Memorandum (UAM) or SSI, NSIC, KHADI BOARD, DIC etc., however Annual certificate from practicing CA certifying that the investment in plant and machinery of the supplier is within the permissible limit as per ACT to be submitted**) are exempted from the submission of EMD.
- **Central/State-Public Sector Units/ Government Departments are exempted from submission of EMD subject to approval by BHEL Management.**

MSE Suppliers can avail the intended benefits only if they submit along with the offer, Udyog Aadhar Memorandum (UAM), attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.**



****BENEFITS OF MSEs ARE TO BE GIVEN FOR MANUFACTURING ENTERPRISES ONLY AS PER MSE CIRCULAR DATED 09.02.2017.**

- **BHEL-HEEP registered vendors (i.e. PMD vendor) are exempted for submission of EMD of related PMD items.**
- EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honor the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.
- EMD given by all unsuccessful bidders shall be refunded on acceptance of award / LOI/PO by successful bidder.
- EMD given by all unsuccessful vendors shall be refunded after opening of price bid of successful vendors. The EMD of successful vendors who are not L1 shall be returned after award of PO/LOI on L1 vendor. The EMD of L1 vendor shall be returned after submission of order acceptance and Submission of CEBG as per tender condition.
- EMD shall not carry any interest.

Other Terms and Conditions:

BHEL will deal directly with the manufacturers / principal vendors and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agent. (All individuals / companies - representing / Advisor /retainership basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc are Agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

Agents shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both, the manufacturer / supplier and the agent, bid received from the agent shall be ignored

- a) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is “05AAACB4146P1ZL” with state Code as “05” and State Name as “Uttarakhand”.
- b) Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION. Wherever the prices mentioned are unit prices, it should be clearly specified.
- c) Per person per week rates against each category of training at vendor’s work must be mentioned separately in Technical Specification.
- d) Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optionals as indicated in specification will not be taken for evaluation.
- e) Any item not included in this price quoted in price bid in EPS and shown separately will not be taken cognizance of and shall be ignored while evaluation.
- e) Following details shall be provided in separate Annexure.
 - A) Unit prices for variable items.
 - B) Prices for any other OPTIONAL items.



- f) Transit insurance shall be arranged by BHEL.
- g) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- h) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- i) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- j) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- k) The bidder shall clearly indicate HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in his techno-commercial bid.
- l) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account. In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- m) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- n) The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.
- o) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- p) IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE: Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.
- q) Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.



- r) **The evaluation of tender shall be on the basis of “Total Landed cost at Destination” including Supply and Commissioning. For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. 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.**
- s) Indigenous suppliers: Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.
- t) The comparison between foreign and indigenous bids shall be done based on the **Total Landed cost at Destination** basis.
- u) BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor works (if required)
- v) BHEL reserves the rights to place order for tendered quantity on more than one vendor
- w) **As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)**
- x) **The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.**

NOTE:

1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**
2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid through EPS. They will also be required to attach copy of un-priced price bid of these impacts. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same



BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR- 249 403 (UTTARAKHAND)
FAX: 0091 01334-226462, PHONE: 0091 01334-281147, 284009
E-MAIL: sanjay.singh@bhel.in ; sushmita@bhel.in

will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

QUOTATIONS NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED. **PLEASE VISIT OUR SITE**
<https://hwr.bhel.com/bhelweb/Homehindi.jsp> **FOR GENERAL INSRUCTIONS AND STANDARD TERMS AND CONDITIONS (GISTC) FOR TENDER ENQUIRIES. ALL THE BIDDERS/VENDORS MUST ENSURE COMPLIANCE OF THESE GISTC. GISCTC CAN ALSO BE REFERRED BY LOGIN TO B2B PORTAL FOR VENDORS.**

Thanking You,
Yours Faithfully,
For & on behalf of BHEL, Hardwar

Purchase Executive



ANNEXURE – I

ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

Sl. No.	BHEL Standard Terms Detailed description of BHEL standard terms	Vendor Acceptance
1	Payment terms: Through Bank: 80% of Supply value to be paid against dispatch documents through bank and balance 20% of supply value + E&C charges (all the services provided at BHEL) will be paid after satisfactory Erection & Commissioning and submission of PBG of 10% of total PO value in BHEL prescribed format from any consortium bank of BHEL and valid for 30 days beyond guarantee/ warranty period. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. Payment of GST will be made after submission of signed and stamped GST certificate, enclosed.	
2	Payment terms: Direct Payment: 80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the guarantee/warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. Payment of GST will be made after submission of signed and stamped GST certificate, enclosed.	
3	Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms: If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of commissioning Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value. Additionally, for any deviation sought including	



Sl. No.	BHEL Standard Terms Detailed description of BHEL standard terms	Vendor Acceptance
	as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed: Base rate of SBI as applicable on the 31st March of preceding year from tender due date + 6% (per annum), of Basic cost of the item.	
4	CURRENCY OF PAYMENT: Freely tradable currency like Euro/USD/CHF/GBP/YEN/Rupees etc. For indigenous supply the currency shall be Indian Rupees	
5	Insurance: Insurance shall be arranged by BHEL only.	
6	ORDER ACCEPTANCE: Order acceptance must be submitted within 7 days from the date of PO. In case, the bidder fails to submit order acceptance within stipulated time, it shall be treated as deemed acceptance.	
7	Performance Bank Guarantee (PBG) Performance Bank Guarantee (PBG) valid for 30 days beyond the Guarantee/ Warranty period by Supplier from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format in the currency of order. The PBG confirmation charges shall be borne by vendor. This bank guarantee shall have to be submitted before release of last balance payment. Note : In case of foreign vendors if some indigenous supply is involved then PBG value shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.	
8	Submission of Bank Guarantee: All bank guarantees like performance bank guarantee should be from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL (List Attached) and the bank guarantees should be in the format as prescribed by BHEL (Format attached). The performance bank guarantee as well as the list of consortium banks is displayed at BHEL web-site www.hwr.bhel.com however, in case the bank guarantee is not from Indian branch of BHEL consortium banks, then the vendor has to	



Sl. No.	BHEL Standard Terms Detailed description of BHEL standard terms	Vendor Acceptance
	confirm bank guarantee on any Indian branch of consortium bank and all the bank charges are to be borne by the bidder.	
9	CHARGES FOR SERVICES AT BHEL HARIDWAR : Services to be rendered at BHEL Haridwar like commissioning, proving, training to operators, supervising foundation work etc. For Indian Suppliers: It should be quoted in Rupees. For Foreign suppliers: If supervision is being carried out by persons residing in India, it should be quoted in Indian Rupees. These charges are essentially to be indicated separately in price bid. Vendor to confirm BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's representatives visiting BHEL Haridwar for Commissioning Total commissioning value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate commissioning values are not mentioned in the offer, value for commissioning portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as commissioning payment as per payment term mentioned above. The estimated percentage of erection & commissioning value is: 5% of equipment cost	
10	TAXES All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required. Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN. At present TDS rate without PAN is 20% and with PAN as per DTAA with the particular country.	



Sl. No.	BHEL Standard Terms Detailed description of BHEL standard terms	Vendor Acceptance
11	Late delivery penalty Clause: Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'. A. For delay in Supply: The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). B. For Delay in Erection & Commissioning: The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C). Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C). In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + E&C) for the delayed machine. In case any bidder is not accepting the above penalty for delayed Supply and/or commissioning, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and commissioning period quoted by him.	



Sl. No.	BHEL Standard Terms Detailed description of BHEL standard terms	Vendor Acceptance
12	For Calculation of Late Delivery Penalty Clause For the purpose of penalty for delay commissioning of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. For calculating Late Delivery penalty delivery date shall be considered as per following : 1. Indigenous Suppliers: a. Delivery Ex-works:- Date of GR /LR b. Delivery FOR Transporter Godown:- Date of GR/LR c. Delivery FOR Destination:- Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank) 2. Import Supply: a. Delivery FOB / FCA port of discharge:- Date of BL/AWB b. Delivery CPT port of destination:- Date of AWB	
13	Time Period for Supply of equipment: (Bidder should quote time period separately for 'Supply' and 'commissioning' of equipment.) Earliest Time period (from the date of PO) required by bidder for supply of equipment : Note : Where deliveries quoted by the vendors are not suiting, BHEL may also ignore the offer of the vendor.	
14	Time Period for Commissioning of equipment: Earliest Time period (after the 1st intimation by BHEL to supplier) required by bidder for commissioning of equipment : _____ Note: Time period required for E&C of equipment shall be 15 days starting from the first call given to the vendor.	
15	Delivery basis: For Import: (A) SEA CONSIGNMENTS: Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) C&F Landing Port. (B) AIR CONSIGNMENTS: Please quote your rates with both the options: (a) FCA dispatching Airport & (b) CPT Landing Airport. (Sea / Air Freight charges for import items	



Sl. No.	BHEL Standard Terms Detailed description of BHEL standard terms	Vendor Acceptance
	must essentially be quoted and indicated separately in price bid.)	
16	Delivery basis: For Indigenous Delivery must essentially be FOR BHEL Haridwar basis. (Freight charges for indigenous items must essentially be quoted and indicated separately in price bid.)	
17	Authorization for pre-dispatch inspection: (as per clause 9 of Specifications) BHEL is authorized to pre inspect the material at vendor's works. The material will be dispatched only after getting clearance from BHEL. Indigenous suppliers should give Pre-Dispatch Inspection (PDI) call at least 3 weeks in advance and foreign suppliers should give PDI call at least 45 days in advance. If supplier fails to give pre-inspection call with in stipulated time, this will not be a reason of penalty waiver or delivery extension. Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and training will be borne by BHEL.	
18	Settlement of Disputes: For foreign Source: If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided. All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator.	



Sl. No.	BHEL Standard Terms Detailed description of BHEL standard terms	Vendor Acceptance
	The place of arbitration shall be New Delhi. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law.	
19	Settlement of Disputes: For Indigenous Source. In all cases of dispute the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar. JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction	
20	Drawing / data approval : (If applicable) Any drawing / data approval, if required, from BHEL after placement of order shall be the responsibility of the vendor and any delay on account of the same shall be the responsibility of the vendor and have no bearing on the penalty applicable.	
21	Drawing / design / information use: The vendor to confirm that the drawing / design / information enclosed with the enquiry / proposed order will not be parted to any other agency and will also not be used for manufacturing for any other customer.	
22	Attending to any complaint during Guarantee / Warranty period: Vendor will have to ensure deputation of their people for commissioning or for attending to any complaint during Guarantee /Warranty period within 6 days of intimation. In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.	
23	Participation in RA: BHEL may decide to process the case through RA (As per Annexure-IV attached). Vendors to give their confirmation for participation in Reverse Auction process.	
24	Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	



Sl. No.	BHEL Standard Terms Detailed description of BHEL standard terms	Vendor Acceptance
25	Import Supply: a. Phyto-sanitary Certificate essential for packages (Wooden) b. Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents.	
26	Validity: Validity of the offer should be 180 days from tender opening date.	
27	Bank Charges Bank Charges on either side. Or your prices will be loaded suitably	
28	Beneficiary of PO Please confirm the beneficiary of PO along with the complete address	
29	Foreign Suppliers: Dispatching port & Country to be mentioned essentially	
30	Total weight - Total weight -- /Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)	
31	Risk Purchase Clause: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honor the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.	
32	Force Majeure Clause: a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc. b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from	



Sl. No.	BHEL Standard Terms Detailed description of BHEL standard terms	Vendor Acceptance
	fulfilling his obligations, he shall not be forced to compensate the contractor for expenses. c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months. d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.	
33	WAR LIKE SITUATION: If the war like situation has developed in a country where a vendor's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.	
34	GST Category Kindly specify the category of your registration under GST like Registered, Unregistered and composite dealer.	
35	GST registration details Kindly furnish your GST registration number, State Code and Name of the State of both the agency who will raise invoice & from where goods will be dispatched.	
36	Make in India Clause For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020 and subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this Tender Enquiry but before finalization of contract/ PO/ WO against this tender enquiry. 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. Nodal Ministry wherever mentions shall be The Nodal Ministry of Government of India..	



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Sl. No.	BHEL Standard Terms Detailed description of BHEL standard terms	Vendor Acceptance
37	Note - 1 Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer.	



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ANNEXURE-II

LIST OF BHEL CONSORTIUM BANK

* Please check the list of consortium banks on the following web site www.bhelhwr.co.in every time a bank guarantee is executed.

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank



ANNEXURE-III

WAM-28

PROFORMA FOR BANK GUARANTEE

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through

Division HEEP Hardwar (hereinafter called the Company') having agreed to exempt-----
----- (hereinafter called 'the said Contractor' which term includes
'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement
date. ----- Made between -----and ----- for
(hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor
of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. -
----- (Rupees-----only).

1. We, _____ (Indicate the name of the Bank) _____ (hereinafter referred
to as 'the Bank') at the request _____
_____ (Contractor (s) do hereby undertake to
pay to the Company an amount not exceeding Rs. _____ against any loss
or damage caused to or suffered or would be caused to or suffered by the Company by reason of any
breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.

2. We, _____ (indicate the name of the Bank) _____ do hereby undertake
to pay the amounts due and payable under this guarantee without any demur, merely on a demand
from the Company stating that the amount claimed is due by way of loss or damage caused to or
would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any
of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure
to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards
the amount due and payable by the Bank under this guarantee. However, our liability under this
guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or
disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal
relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment
there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of the Bank) _____ further agree that
the Guarantee herein contained shall remain in full force and effect during the period that would be
taken for the performance of the said Agreement and that it shall continue to be enforceable till all
the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims
satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy
Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and



property carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all the liability under this guarantee thereafter.

5. We, _____ (indicate the name of the Bank) _____ further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We, _____ (indicate the name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____ (indicate the name of the bank) _____



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Annexure IV

GUIDELINES FOR REVERSE AUCTION (RA)

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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.



Annexure V

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to Certify that M/s, (Hereinafter referred to as 'company') having its registered office atis registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II) dtd:..... Category:..... (Micro/Small). (copy enclosed).

Further verified form the Books of Accounts that the investment of the company as on date as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006: Rs.....Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006: Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of Rs.....Lacs formicro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) **(Strike off whichever is not applicable)** and the date of graduation of such enterprises from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant



Annexure VI

**CERTIFICATE OF GOODS AND SERVICE TO BE FURNISHED BY SUPPLIER WITH
EACH BILL / INVOICE**

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl.No	PO No / Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory

GST No:



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Annexure VII

FORMAT FOR SELF-CERTIFICATION UNDER PREFERENCE TO MAKE IN INDIA ORDER

Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum local content _____ (in %) as defined in above orders for the material against Enquiry No. _____

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Supplier