Domain :	bhel.abcprocure.com
Parent department:	BHEL Trichy

Unit name	:	BHEL Trichy			
Purchase group	:	FB Sub-Dely(Mech).	RFQ/NIT/Enquiry Officer	:	SRIKESH NAYAR
Event ID	:	45588	RFQ/NIT/Enquiry no.	:	1802000413
Enquiry Date	:	11/07/2020 05:30:00			
Tender Description	:	PLUG VALVE (MANUAL OPERATED, METALLIC SEATED) AS PER TOS:MOU/TPBHEL/PLUG VALVES-API-6FA			

Terms & Conditions :

01) The Tender will be operated on TWO PART BID basis and you are requested to submit Techno-commercial bid and Price bids in E-procurement site.(Vendors who are not having DSC, shall obtain the same & quote accordingly). For details related to bidding through e-procurement site (abcprocure) please visit URL - https://bhel.abcprocure.com. Refer the following documents in the site -minimum system requirement & Bidder manual.
02) Vendors to note that their offer shall be in line with our enclosed specification requirement only (TOS:MOU/TPBHEL/PLUG VALVES-API-6FA), duly attached with enquiry. Any deviation may lead to rejection of the offer. NTPC. RQP - RQP/0000-999-QVM-P-163/Rev.01 is to be followed for this tender.
03)Please give point wise confirmation tothe abovespecifications.
04) Please fill up the PQR(Annxure-1) and applicable commercial terms and conditions (Annexure-A) and submit the same along
with the techno- commercial bid for evaluation. Pls. note that, offers not meeting the PQR criterias, will not be considered for further evaluation.
05) The tender will be consideredas a single package basis for evaluation and ordering including training and supervision charges.
06) Delivery term:
A. For Indigenous Suppliers: The quote shall be on FORBHEL Trichy storesbasis, inclusive of Packing & forwarding, Freight to your account. Transit Insurance is on BHEL scope.Total commodities rates shall include material cost, freight, packing & forwarding and type test charges (if any) etc. Ex-Works Contracts will not be entertained.
B. For Import Suppliers: Bidders should submit their offer on CFR Chennai Seaport basis with freight break up details. Pls. indicate the freight breakup details. BHEL reserves the right to order on FOB or CFR basis.
07) The materials are required for Panki project
08) Please take note of loading factors for commercial deviations indicated in the Annexure - A. Offer will be evaluated on total cost to BHELand after all loadings as applicable..
9) Bid should be free from correction, overwritting, using corrective fluid. etc. Any interlineation, cutting, erasure or overwritting shall
be valid only if they are attested under full signature (s) of person (s) signing the bid.
10) The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

11) Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
12) Disclaimer Clause : The Organization (Bharat Heavy Electricals Ltd.) nor the service provider (ABC procure.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
Enclousers:
01) Annexure1 (Pre - Qualification Criteria).
02) Annexure A (Commercial terms & conditions and Loading Factors)
04) BHEL Technical specifications TOS:MOU/TPBHEL/PLUG VALVES-API-6FA
5) NTPC. RQP - RQP/0000-999-QVM-P-163/Rev.01
07) Annexure C for MSE conditions
08) Make in India declaration format
09) CA certificate format

Product / service / work keywords	:	plug valve,			
No. of Bid Parts	:	Multiple	Envelope	:	Techno-commercial bid , Price bid
Type of contract	:	Goods	Project duration / delivery or completion period	:	03 months from document approval
Download document	:	Before login	RFQ floated under the policy	:	PP-PURCHASE POLICY
Estimated Category	:	F	Delivery/Location At	:	BHEL Trichy Stores Ward 26/CFR Chennai port
Delivery Date	:	30/11/2020 05:30:00	Inspection by Agency	:	BHEL TPIA/BHEL/NTPC/Customer/Any IBR appvd agaency
Inspection Location	:	At vendor works, before dispatch	Min. bid required	:	01

Bid submission configuration

Bid evaluation	:	Grand Total Package	Bidding access	:	Open Tender
Base currency	:	INR	Bidding type	:	ICB/Global
Bidding currencies	:	YEN,EURO,USD,POUND,RUPIA,AED,MVR,MUR,OMR,SGD,IDR,SAR(Saudi Riyal),Sri Lankan Rupee (LKR),Swiss Franc,MXN (Mexican Peso),PHP (Philippine Peso),Taka (bangladesh),INR			

Key configuration

Pre-bid meeting	:	Don't allow

Dates configuration

Document downloading start date	:	13/07/2020 11:00:00	Document downloading end date	:	30/07/2020 14:00:00

Bid submission start date	:	13/07/2020 11:00:00	Bid submission end date	:	30/07/2020 14:00:00
Bid opening date	:	30/07/2020 14:01:00			

Document / EMD / Security fee detail

Document fees	:	Not required	EMD	:	Not required

Information for Online Participation

Bidder who wish to participate in this tender needs to procure Digital Certificate as per Information Technology Act-2000 using that they can digitaly sign their electronic bids. Bidders can procure the same from any or the CCA approved certifying agencies, or they may contact e-Procurement Technologies Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact,

e-Procurement Technologies Ltd.
Corporate Office:
Address : A-201/208, Wall Street - 2, Opp. Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad - 380006, Gujarat(INDIA)

Digital Certificate Contacts

Contact Person : Mr. Himalay Vaishnav
Cell : +91-9099090830
Phone Nos. : +91-9099090830
Fax No :
e-Mail : info@abcProcure.com

Support Team Contacts

Contact Person : BHEL Support Team Ahmedabad
Cell : +91-9265562819
Phone Nos. : +91-79-68136849/72/50/09/48
Fax No :
e-Mail : Bhel.Support@abcProcure.com

Bidder who wish to participate in e-Tender need to fill data in predefined forms of Price bid available in respective tender only. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.Bidder need to submit Document Fees, EMD & Reference Documents in hard copy if such instruction are given by tendering authority.As Per the new Inter-operability guidelines released by Controller of Certifying Authorities(CCA), the Secured Socket Layer(SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2.

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm complaint. For the same, the users have to ensure that they have Windows XP(SP3)/Windows Vista/Windows7 installed in their respective PC/Laptop.In case of Windows XP Service pack - 3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.abcprocure.com just below the label of "Knowledge section".

Fraud Prevention

Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL

Management about any fraud or suspected fraud as soon as it comes to their notice.

Preference to Make in India

For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 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/WO 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. Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.

Technical Pre-Qualification Requirement (PQR) for Plug Valves (Metallic seated)

1. The vendor shall be an established manufacturer of plug valves (Metallic seated, Manual / motorized) suitable for fuel oil system applications as per API-6FA and having adequate Engineering, Manufacturing, testing & servicing facilities and also having valid API certification as on date of enquiry. Vendor shall furnish technical backup documents in proof for above requirements.
2. The supplier shall have experience of having supplied plug valves (metallic seated) of sizes as per enquiry of class rating #150 and class rating #300 meeting API-6FA for Power plants / Refinery or application of similar severity as specified in the enquiry. Supplier shall submit documents in proof of the same.
3. The plug valves offered shall be from the existing regular manufacturing range of the supplier. Vendor shall provide the manufacturing catalogue or general reference list for the metallic seated plug valves along with offer.
4. Proven track record is required. Minimum one end user certificate for the satisfactory operational performance of their supplied plug valves is required as a proof.
5. In case of ordering, the Vendor shall have the responsibility for the followings and same to be confirmed point wise.
   i) Vendor should have the component replacement responsibility in case of defect / failure.
   ii) Experts from Vendor's side shall associate in commissioning activities at site, if required.
   iii) Vendor should ensure the product performance during erection & commissioning.

6. Backup document checklist to meet PQR:

S. No	**Document description**	**Check list**
1	Documents to meet Clause(1)	☐
2	Valid API certification	☐
3	Supply reference document (PO /Inspection Reports)	☐
4	Product Catalogues	☐
5	Min. one end user certificate	☐
6	Confirmation to clause (5)	☐

Memorandum of Understanding

M/s BHEL
Trichy – 620014

and

M/s: ____

Address:

For supplying

PLUG VALVES
(API-6FA)

MOU NO : MOU / TPBHEL /PLUG VALVES (API-6FA) REV.00

Contents

SCOPE

The specification is bifurcated in two broad sections, one is the "standard section" another is "project specific section".

Project specific section is the variable part of the specification. It contains all the requirements of a specific project over and above the requirements of the standard section.

Memorandum of Understanding (MOU) for supplying PLUG VALVES – API 6FA.

1.0 GENERAL:

1.1.1 Sections 1.0, 2.0, and 3.0 are standard and Section 4.0 will be furnished along with enquiry to the vendors for their acceptance.

1.2 In case of any difference between the details given in Section 4.0 and other sections, Section 4.0 shall be considered as final and binding and the vendors shall meet this requirement for that particular project.

1.3 Pointwise compliance to this specification is required. Deviations, if any, shall be brought out during offer stage itself. Pre commissioning spares (if applicable) with price break up as per the list (vide Section 4.0) shall be supplied along with the equipment.

1.4 Pre commissioning spares (if applicable) with price breakup as per the list (vide section 4.0) shall be supplied along with the equipment.

1.5 Two years recommended Spares list (vide Section 4.0) with price break up, if required, shall be enclosed.

1.6 If any special or non-standard tools are required for installation, operation or maintenance, the same shall be supplied along with the equipment.

1.7 Trouble-free operation of the equipment shall be guaranteed for a period of 12 months from the date of commissioning OR 18 months from the date of dispatch whichever is earlier.

1.8 Materials shall be dispatched on “Door Delivery with or without Consignee Copy attached basis to avoid demurrage at transporter’s go down”.

1.9 Since the vendor’s works alone is approved by BHEL, it is agreed the vendor will manufacture this item in their own works only and will not off-load the jobs to any other suppliers without the written approval by BHEL. All components shall be packed in such a way that they should not get damaged during transport.

1.10 BHEL and the Vendor shall have an involvement, which will commence at bid stage and follow through the completion and acceptance, thus ensuring total conformity to Purchaser’s requirements.

2.0 SPECIFICATIONS

2.1 Codes & Standards:

The equipment shall be designed to meet the governing standards as applicable and also meet with the local standards where the equipment is installed. In case of any information not specified in this technical delivery conditions these standards will be binding.

2.2 Technical Specification:

1.	Type of Valve	Taper Plug valve as per API-6D with i) Short pattern detachable hand lever for sizes up to NB100 for manual operation. ii) Gear unit for sizes NB150 and above for manual operation.
2.	Type of operation	Manual / Motorized as per enquiry. In case of Motorized valve, refer TCI:318/Rev:00 for Electrical Actuators.
3.	Flow Medium	LFO as per IS 15770-2008, HSD as per IS 1460 / HFO as per IS 1593-1982 /HPS & LSHS as per IS11489-1985
4.	Material of Construction a. Body b. Plug c. Gland d. Hand lever	 Cast Iron / Cast Steel for ANSI 150# ; Cast Steel for ANSI 300# Cast or Forged carbon steel Carbon steel Carbon steel
5.	End Connection	Flanged to ANSI rating.
6.	Leakage test	Leak proof as per API598 standard.
7.	Fire Safe Test	As per API 6FA standard.
8.	Operating parameters (Max)	a. For ANSI 300 lbs rating: 30kg/cm^2 (g)180^{o}C b. For ANSI 150 lbs rating: 4 kg/cm^2(g),70^{o}C
9.	Marking	Stainless steel name plate with following details: size, rating, tag number, valve open/close position & material code.
10.	Painting & Packing	As per contract requirement enclosed / manufacturer standard (in the absence of contract requirement).

2.3 Plug Valve Sizes (Manual / Motorized):

S.No	Class 150#
1.1	NB 50
1.2	NB 80
1.3	NB 100
1.4	NB 150
1.5	NB 200
1.6	NB 250
1.7	NB 300
1.8	NB 350
1.9	NB 400
2.0	NB500

S.No	Class 300#
2.1	NB 50
2.2	NB 80
2.3	NB 100
2.4	NB 150
2.5	NB 200
2.6	NB 250

Vendor shall submit documents mentioned in clause 3.0 for selected variants for both manual & motorized options.

3.0 <u>**DOCUMENTS TO BE SUBMITTED**</u>

3.1 Along with Offer.

3.1.1 Compliance to the MOU (MOU number, as applicable, shall be confirmed)
3.1.2 Point wise compliance or deviations to the project specific requirements of Section 4.0 of the MOU specification.
3.1.3 Overall dimensional assembly drawing for selected variants.
3.1.4 Actuator datasheets.
3.1.5 Filled in data sheet given in Section 4.0

3.2 After Placement of Order/Along with the supply.

3.2.1 Following documents shall be submitted along with the supplies

a. O&M instruction in soft version
b. Dimensional drawing
c. Actuator data sheets

4 PROJECT RELATED INFORMATION

4.1 Project Name :

4.2 Customer No. :

4.3 Data sheet – PLUG VALVE:

S.No	Description	BHEL Requirement	Vendor Confirmation
01	BHEL Material Code		
02	Actuator Type	Type-1 / Type-2 / Type-3 as per TCI:318/Rev:00	
03	Tag No's:		
04	Special Contract Requirements		

Annexure – A (Rev.01)- Terms and Conditions

ACCEPTANCE OF TECHNO - COMMERCIAL TERMS & CONDITIONS BY THE BIDDERS

Description of the Equipment:	**Plug valve (Manual, Metallic Seated) for Panki project**
Enquiry No:	**Enq No 1802000413/14 dt. 11.07.2020**

Sl. No.	Terms and conditions	Vendor's confirmation
1 (a)	**Technical:** Supply shall be as per BHEL's Technical Specifications (TOS:MOU/TPBHEL/PLUG VALVES-API-6FA) attached with the enquiry, without deviation. NTPC. RQP - RQP/0000-999-QVM-P-163/Rev.01 is to be followed for this tender Pl note that document approval (Drawings/Technical documents and RQP) by BHEL and NTPC/Customer is applicable.	
1 (b)	Inspection by BHEL Approved Third Party Inspection Agencies/BHEL/NTPC/Customer/Any IBR approved TPI agency at vendor works before dispatch is applicable. Shipment shall be made only after obtaining despatch clearance from BHEL/MDCC from NTPC/Customer.	
1 (C)	Confirmation & submission of all PQR documents as per annexure -1 (Technical pre-qualification requirements) **Note: Vendors not meeting PQR will be rejected.**	
1 (d)	Offer will be considered as package basis for evaluation & ordering, as indicated in the tender. Evaluation will be on total cost to BHEL, after all loadings as applicable.	
1 (e)	Pl note that your offer consideration is subject to Techno- Commercial Suitability **& customer approval before Price bid opening.**	
2	**Firm Price:** The quoted / finalised rates shall be Firm till execution of the supplies. Offer with Price Variation Clause (PVC) will not be considered.	
3	The tender will be operated in two part bid system. One-part consisting of Technical bid with Commercial terms & conditions and other part is Price Bid. Based on the above and other conditions, as well as technical capability, vendors will be short-listed. The Techno-commercial bid will be opened on the due date and based on the suitability of techno-commercial bid, the price Bid of the techno-commercial suitable qualified vendors will be considered and opened on a suitable date with due intimation to vendors.	
4	**Delivery term For indigenous Suppliers:** The quote shall be on FOR BHEL Trichy Stores basis (Tamil Nadu state). Packing & forwarding and Freight to yours account. Transit Insurance is on BHEL scope	

	Ex-Works Contracts will not be entertained. **Delivery term For Import Suppliers** Bidders should submit their offer on CFR Chennai Seaport basis with freight break up details. Pls. indicate the freight breakup details. FOB rate will be arrived by subtracting the corresponding freight break up from the CFR rate. BHEL reserves the right to order on FOB or CFR basis. Insurance on BHEL scope.	
5	**Payment terms for Indigenous Suppliers:** "100% direct EFT payment after 60 days from the date of receipt & acceptance of material at our stores. **Payment terms for Import Suppliers:** BHEL Payment term is 100% payment on CAD basis after 60 days from the date of receipt of documents, specified in PO, at BHEL bank. **If supplier insists for LC, only Usance LC with 60 days credit will be opened one month prior to material readiness, further loading @ 1.5% on the offered value will be considered. If Hence supplier shall intimate the material readiness accordingly for opening of L.C. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account.** **For New suppliers** For new suppliers not registered with BHEL, Trichy for the product, Payment shall be made 60 days after receipt and acceptance of materials In case of foreign supplier, first lot of mutually agreed quantity shall be supplied with payment as CAD basis after 60 days from the date of receipt & acceptance of material. If insisted for LC, after acceptance of first lot, only LC with 60 days credit will be opened one month prior to material readiness.	
6 (a)	**Liquidated damages**: Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD at the rate of 0.5% of the order value per week of the delay or part thereof subject to a maximum of 10% of the total order value. In case of PO placements, required documents have to be submitted for approval within 15 days from the date of PO & reply for any further clarification has to be within 7 days. Any delay beyond the above specified period will be considered during LD calculation.	
6 (b)	**Loading Criteria on LD term for arriving the L1 rate**: Any deviation on BHEL LD clause, loading (Offered Value) will be applied to the extent to which it is not agreed by the bidder. *Acceptance of LD on undelivered portion will be loaded at the rate	

	of 10% (max).	
7 (a)	**<u>Guarantee / Warranty Period</u>:** The offered system shall be guaranteed for 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier	
7 (b)	**<u>Loading Criteria:</u>** **<u>Guarantee / Warranty Period</u>:** No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.	
8	**<u>Risk purchase:</u>** If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to Purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the delivery period mentioned in the Purchase Order.	
9	**<u>Delivery Period</u>:** 03 months from document approval	
10	**<u>For Indigenous Vendor–</u>** LR date will be considered for LD calculation. **<u>For Import Suppliers-</u>** OBL date will be considered for LD calculation.	
11	**<u>Validity:</u>** 120 days minimum from techno commercial bid opening (Part-1). Any Deviation with respect to validity your offer is liable for rejection. Ensure your quoted rates will have 120 days minimum validity from techno commercial bid opening. The delay in responding to BHEL technical clarification beyond four days will be subsequently added to the validity period, Revised Price Bids will not be encouraged.	
12	**For Import Suppliers, PORT OF LOADING SHOULD BE INDICATED WITHOUT FAIL. Weight of the Total Consignment shall be indicated in the offer.** **PORT OF DISCHARGE – Chennai.**	
13	**<u>Inspection and testing requirements:</u>** Inspection and testing requirements are to be carried out as per the specification and BHEL/Customer approved Drawing (All documents shall be submitted within 15 days from the date of PO for our approval), Technical spec &QP and all test certificates are to be submitted in complete set. Inspection notice period: For TPI inspector visit to vendor works, a minimum of 3 working days' notice period for indigenous vendors and 30 working days' notice period for import vendors is required well in advance from the proposed date of inspection	
14	**<u>Repair & replacements</u>:** Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end.	
15	**<u>For Import Suppliers</u>** a) Foreign Exchange rate prevailing on Techno – Commercial bid opening rate will be taken for calculation. If the date of opening happens to be a bank holiday, then the forex rate as on previous bank (SBI) working day shall be taken. b) Test certificate shall be submitted prior to despatch for our review	

	and approval. Shipment shall be made only after obtaining despatch clearance from BHEL/MDCC from Customer.	
16	Documents are to be submitted along with technical bid (Part-1) 01. Covering letter 02. Unpriced offer. 03. Filed technical specification 04. Filed BHEL Terms and condition sheet (Annexure-A) 05. Catalogue's 06. PQR (Special Conditions annexure -1) 07. List of Spare parts 08. Third party non-disclosure agreement Documents are to be submitted along with Price bid (Part-2) 01. Priced offer Note: All the pages of documents are to be signed and stamped by authorized signatory of the company.	
17	**<u>MSE Applicability as per Annexure C</u>. The vendors shall furnish valid certificates (Latest audited CA certificate & UAM) as per annexure C, for availing the benefits of MSE with deemed validity in the offer itself.**	
18	**<u>Make in India:</u>** 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*** 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/WO 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. Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%. For more details, pls. refer the Public Procurement (Preference to Make in India), order 2017 dated ***15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020*** and subsequent orders issued by the respective Nodal ministry.	
	<u>Important Information for Indigenous Suppliers</u>:	
	Kindly indicate the GST No of your Firm	
	Kindly Indicate the HSN Code for the Enquiry item.	
19 a	**Please indicate the applicable GST % (IGST, SGST, CGST)**	
	Kindly Note the BHEL Trichy Unit GST NO : 33AAACB4146P2ZL	
	Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly have mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.	
	<u>In Case of Order Placement</u>: Supplier shall mention their GSTN registration number in all their invoices	

19 b	and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.	
	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	
	A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.	
	All dispatch and quality documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so	
	In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL	
	For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.	
	Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number. For this, Debit note will be issued by BHEL indicating the respective supply invoice number. Debit note will be available on our B2B portal.	
20	**<u>Important Information for Import Suppliers</u>:** **<u>FOR CFR INCO TERMS – CONTAINERIZED CARGO</u>** • For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided. If any deviation is taken by Tenderer, a loading of 22%	

on the freight rate per MT shall be considered by BHEL for arriving at the Total Landed Cost.

- In case of shipment through Containers on CFR basis, the BL should bear the endorsement that "14 free days for Container Detention is applicable".

BREAKBULK CARGO

- For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis. The materials will be Custom cleared from Port itself.
- The Indian Customs imposed, a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. The maximum free time allowed is 24 hrs from the time of arrival of cargo at final port of discharge. Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter)
- The vendor should furnish the Non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, and Certificate of Origin) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge.
- Vendor will be held responsible for the penalty arises against the late filing of Bill Of entry due to:
  - Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival
  - Discrepancy in documents
  - Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port)
- All the shipments for the contracts (POs) finalized on CFR -Chennai Port basis

(i) Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL.

(ii) The detention/demurrage charges arise due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor's bills only.

(iii) Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge no other charges will be borne by BHEL.

(iv) The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their invoices, the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden costs or charges are:

a. CIC - Container Imbalance Charges/Surcharges
b. EIC - Equipment Imbalance Charge/Surcharges
c. CAF - Container/Currency Adjustment Factor
d. BAF - Bunker adjustment Factor
e. RDS - Rupee Depreciation Surcharge
f. CDS - Currency Depreciation Surcharge

	<u>Transport Conditions for Import:</u> The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin & Test Certificate) shall reach BHEL well in advance before the vessel arrival. The soft copies of the above shall be forwarded to BHEL immediately after shipment. • In the event of delayed submission of documents by the supplier, an amount up to 5% of the invoice value will be retained towards demurrage & other charges and the difference if any between actual charges and recovery will be settled separately through supplementary invoice. • In such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". • Otherwise, No-objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading. • This is required to ensure avoidance of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller. • **<u>Following details to be endorsed in OBL</u>** a. Import & Export Code (IEC) of importer : *0588138690* b. GST Identification No (GSTIN) of importer : *33AAACB4146P2ZL* c. Official email id of importer:*santoshj@bhel.in* ; *asvasalu@bhel.in*	
Note:	BHEL may negotiate the L1 rate, if not meeting our budget/estimated cost. BHEL may re-float the tender opened, if L1 price is not the acceptable price to BHEL. Any deviation in specified commercial terms- Annexure B, will lead to rejection of offer. **Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure A only.**	

Vendor's Seal and Signature

Annexure C

Clause: Special Provisions for Micro and small Enterprises (MSE):

1. In case MSE vendor participating in the tender quotes within the price band of L1+15%, they will be allowed to supply the complete package requirement subject to acceptance of L1 price by MSE vendor.

2. In case of more than one such MSE, the counter offering will be to the lowest quoted MSE vendor subject to fulfilment of Point No.1

3. MSE suppliers can avail the intended benefits only if they submit along with the offer, 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 CA certificate (Format enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

4. Declaration of UAM number by MSE bidders is mandatory. Failing which, such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012.

5. Payment for MSE Indigenous vendors will be as per MSMED Act 2006

Annexure - I

Certificate by Chartered Accountant on letter head

This is to Certify that M/S ...., (hereinafter referred to as 'company') having its registered office at .... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part–II) .... dtd:........................., Category: .... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year .... 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 Rs............................Lacs is within permissible limit of Rs.............................Lacs for ....Micro / 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 which is not applicable)** and the date of graduation of such enterprise from its original category is .... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise 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

/ On Bidder's office letter pad /

Self-Declaration

Enquiry No.	**1802000413/14**
Enquiry Date	**11.07.2020**

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018,

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (…….%) defined in the above government notification for the goods against above mentioned enquiry Number.

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

Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:
Seal:
Signature:

Date:
Place:

(Please fill all the yellow color field)