

ANNEXURE (GENERAL) TO ENQUIRY No. E1803205 for GV Servomotor for Arun-III

1. Tenders to be submitted online in NIC eprocurement portal only in **TWO PART BID** SYSTEM. Part I will be PQR and Techno-comm1 and part II will be price bid.

1.1 Part-I Bid – Pre-Qualifying Requirement (PQR) Bid & Techno-Comm1 Bid

Documents to be submitted in this bid:-

- 1.1.1 Pointwise confirmation to all the points mentioned in PQR.
- 1.1.2 All the relevant documents in support of all the points mentioned in PQR
- 1.1.3 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.
- 1.1.4 Complete technical details and commercial details of offer.
- 1.1.5 All the checklists to be duly filled, sealed and signed and submitted alongwith offer.
- 1.1.6 Confirmation to all technical conditions as indicated in Annexure- B (Technical)
- 1.1.7 Confirmation to all commercial conditions as indicated in annexure (commercial) Annexure- C with company's seal and authorized signature and
- 1.1.8 **UN-PRICED Copy of the price bid clearly indicating quoted/regret for all items as per ANNEXURE – D**

NOTE: BIDDERS TO submit their offer in eprocurement NIC portal. Link for NIC eprocurement portal is <https://eprocurebhel.co.in/nicgep/app>.

1.2 Part-II Bid – PRICE -BID

To be filled in price bid format online in BHEL eprocurement NIC portal.

2. Tenders to be submitted online in NIC eprocurement portal only. Part I will be PQR and Techno-comm1 and part II will be price bid.
3. **Tender Evaluation:** On due date of enquiry, only Part – I bid (PQR + Techno-comm1) shall only be opened. However, those bidders who will not qualify our PQR requirement shall be straightaway rejected.

After technical / commercial scrutiny and completion of Part – I evaluation, credentials of qualified bidders shall be sent further to BHEL's customer for approval.

Offers of those bidders who have qualified Part – I evaluation and also approved by our customers shall be proceeded for Price Bid Opening. Bidders to take note of this. Separate intimation for price bid opening shall be sent to all the qualified bidders who have also been approved by our customer.

4. Evaluation of tender shall be on package wise basis. All items of the enquiry shall be procured from a single vendor.

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

5. **Tender Cost Evaluation**, shall be on the basis of delivered cost i.e. Landed/total cost to BHEL.
6. **Inspection for vendor** - Inspection shall be carried out at vendor's works by BHEL's customer and BHEL appointed Third Party Inspecting Agency in line with Customer approved manufacturing Quality Assurance Test requirement Doc. No. **QA/A/M/EM/SM/01 Rev. No. 02** enclosed with enquiry. Bidders to submit their QA Plan as per sample format enclosed in line with the Inspection test requirements.
7. **Delivery Requirements – 12 weeks from date of receipt of Purchase Order.**
8. **Supply Conditions – Suitably packed and protected to avoid any damage during transit.**
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. **REVERSE AUCTION:** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <http://www.bhel.com/index.php/vender> 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.
11. 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 <http://www.bhel.com/index.php/vender>.
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%.

Verification of local content : In case of this tender, the 'Class –I local supplier' / 'Class – II local supplier' shall be required to provide a **certificate in company letter** head duly signed and sealed by competent authority of the company giving the percentage of local content and place of value addition.

For this procurement, public procurement (preference to make in India), order 2017 dt 16.09.2020 and subsequent order issued by the restrictive nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. 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 23.072020) :

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

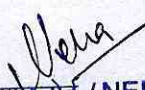
III. "Bidder from a country which shares a land border with India" for the purpose of this Order means. -

- 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;


नेहा मण्डलोई / NEHA MANDLOI
प्रबंधक / Manager
सा.प्र.-हाईड्रो / MM-Hydro
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 + Techno-comm 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.

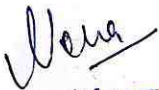
Bidders to submit above declaration in company letter head duly signed and sealed by competent authority.

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.

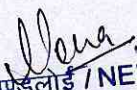
17. Implementation of TDS Provision of GST Law w.e.f 01st Oct 2018:

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.


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

ANNEXURE - B (TECHNICAL)

1. Evaluation is on package wise basis, quote accordingly for all the enquiry items. All items to be procured from single vendor.
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 HT00259 Rev.03 and submit duly sealed and signed alongwith the PQR + Techno-Comm1 (Part – I) Offer.


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

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

Enquiry No. :- E1803205 for GV Servomotors

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's Customer and BHEL appointed Third Party Agency in line with customer approved QAP doc no. QAI/A/M/EM/SM/01 Rev. No. 02	
3	Sample QAP No QA/HT/INDENT/007 Rev. No. 00 duly filled in line with inspection requirements specified in Cl.2 above and submitted duly sealed and signed alongwith offer.	
4.	Address of Delivery Destination :- Sr. Mrg (CRX Division), BHEL, Piplani, Bhopal-462022	
5.	Price to be furnished on FOR CRX, BHEL Bhopal duly insured basis including packing & forwarding charges and freight charges.	
6.	Minimum delivery period to be quoted in no. of weeks/months from the date of receipt of Purchase Order / approval of docs, if required .	
7.	Drg, documents, QAP, etc as per Specification Number HT00259 Rev.03 Clause 5.2 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.	
8.	Payment terms : 100% payment in 90 days of receipt (45 days for MSE including NSIC / Udyog Aadhar registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation. 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	
9.	Are You Registered Under MSMED Act-2006	

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 : Certificate of verification of Local Content enclosed	
12.	Restrictions under GFR : MODEL CERTIFICATE ENCLOSED	
13.	Please confirm that you have uploaded the declaration as per Annexure for sister unit declaration duly sealed & 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 & HSN code.	
18.	Validity: The offer must be valid for 90 days from the date of Part – I (PQR + techno-comm) bid opening.	
19.	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).	
20.	Any other remarks.	

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

Signature of Vendor with date & Seal

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

Enquiry No. :- E1803205 for GV Servomotor

Sr. No. of Enquiry	Item Description	Quantity	QUOTED / REGRET	Remarks (if any)
1	GUIDE VANE SERVOMOTORS (WITH LOCK & WITHOUT LOCK) AS PER CLAUSE - 1.1 OF PRODUCT STANDARD HT00259 REV. 03.	04 SET.		
2	SPARES AS PER CLAUSE 1.2 AND ANNEXURE-II OF PRODUCT STANDARD HT00259 REV. 03.	1 SET.		
3	TOOLS AS PER CLAUSE - 1.4 OF PRODUCT STANDARD HT00259 REV. 03.	02 SET.		
4	PAINT AS PER CLAUSE - 1.5 OF PRODUCT STANDARD HT00259 REV. 03.	08 LITRES		

**NOTE : BIDDERS TO NOTE THAT ALL ITEMS SHALL BE PROCURED FROM SINGLE VENDOR.
ENQUIRY IS FLOATED ON PACKAGEWISE BASIS.**

Total value of offer (in figures Rupees):

Total value of offer (in words) :

Signature of Vendor
with date & Seal