

 BHARAT HEAVY ELECTRICALS LTD. (A GOVT. OF INDIA UNDERTAKING) P.O BHEL Jhansi - 284129, INDIA Tel.: 0510-277001/2412260 Fax: 2412120 Email : mmx@bheljhs.co.in JSC140/M2053	PURCHASE ENQUIRY		
	ENQ NO/DT: E1800013	08/09/20	PAGE 1
	REV NO/DT: 0	08/09/20	6

PLEASE SEND YOUR BEST QUOTATION AS PER TERMS & CONDITIONS AND REMARK MENTIONED UNDERNEATH.	
Enq Due on:	06-10-20 TUESDAY
Close at:	13:15 Open at: 14:00
Matcat:	181004 RIP BUSHING
Validity:	120 days from Technical bid opening date
IEM:	
TOP:	See Special Remarks
RA:	BHEL reserves the right to conduct RA
Est. Value:	Item wise
Bid Type:	TWO BID
Tot Item:	4
Delivery:	FOR Jhansi
E-Proc:	No

REQUIRED: TEST CERT/ GUARANTEE CERT/ 3RD PARTY INS	
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ITEM NO : 1	PSL QTY/UM: 6.00 NO
MATL CODE : TR172225C604	PO QTY /UM:
DESTINATION: JS	

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
245 K.V.1250 AMPS 300 CT SPACE RIP H.V.BUSHING AS PER ATTACHD ANNEXURE- 'A'.	SEP-20	6.00

ITEM NO : 2	PSL QTY/UM: 6.00 NO
MATL CODE : TR172225C603	PO QTY /UM:
DESTINATION: JS	

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
145KV.1250AMP.300 CT SPACE IV.RIP BUSHING.AS PER ATTACHED ANNEXURE.	SEP-20	6.00

ITEM NO : 3	PSL QTY/UM: 9.00 NO
MATL CODE : TR172589C603	PO QTY /UM:
DESTINATION: JS	

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
245 K.V.1250 AMPS 300 CT SPACE RIP H.V.BUSHING AS PER ATTACHD ANNEXURE- 'A'.	JAN-21 FEB-21	6.00 3.00

ITEM NO : 4	PSL QTY/UM: 9.00 NO
MATL CODE : TR172589C604	PO QTY /UM:
DESTINATION: JS	

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
145 K.V.1250 AMPS 300 CT SPACE RIP L.V.BUSHING AS PER ATTACHD ANNEXURE-'A'.	JAN-21 FEB-21	6.00 3.00

SPECIAL REMARKS:	
1. THE BIDDER IS INFORMED THAT THE GENERAL TERMS & CONDITIONS OF ENQUIRY WHICH ARE UPLOADED AT https://www.bheljhs.co.in/index_en.php . ARE TO BE READ BY THE BIDDER BEFORE SUBMITTING QUOTE IN THE ENQUIRY. BHEL SHALL CONSTRUCTIVE THE PARTICIPATION BY THE BIDDER IN THE ENQUIRY	



JSC140/M2053

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- AS ACCEPTANCE TO THE GENERAL TERMS & CONDITIONS OF ENQUIRY.
- ENQUIRY IS BEING FLOATED IN "TWO BID " SYSTEMS. PLEASE SUBMIT YOUR OFFER IN TWO SEPARATE ENVELOPES (A & B) AS PER DETAILS GIVEN BELOW:-
ENVELOPE "A" SHOULD CONTAIN YOUR TECHNO - COMMERCIAL BID OFFER ALONGWITH BLANK PRICE BID (ENQUIRY ITEM WISE) I.E. PRICE BID WITH RATES BLANK FOR INDIVIDUAL ENQUIRY ITEMS 1,2,3 & 4, DULY FILLED PQR, PQR SUPPORTING DOCUMENTS AND SIGNED COPIES OF SCHEDULE-I TO VII.
ALL THE DOCUMENTS SHOULD BE CLEAR AND AUTHORIZED.PLEASE INDICATE CLEARLY ON THE COVER OF ENVELOPE "TECHNO - COMMERCIAL OFFER " AND ENQUIRY NO. WITH ENQUIRY DUE DATE. PLEASE ENSURE BLANK PRICE BID IS WITHOUT RATES AND INDIVIDUAL ENQUIRY ITEMWISE. OTHERWISE OFFER WILL BE BY-PASSED.
- ENVELOPE "B" SHOULD CONTAIN PRICE BIDS OF FOUR ITEMS KEPT IN FOUR SEPERATE SEALED ENVELOPE AND INDICATE CLEARLY ON THE COVER OF ENVELOPE "PRICE BID" AND ENQUIRY ITEM NO .AND DUE DATE.
- ENVELOPE A + B SHOULD BE KEPT IN SEPERATE SEALED ENVELOPE ON WHICH ENQUIRY NO. AND DUE DATE IS TO BE MENTIONED ON COVER.
 - PLEASE SEND THE TECHNICAL BID (PART A) & PRICE BID (PART-B) AS PER ENCLOSURE ANNEXURES ONLY.PRICE OF EACH ITEM SHALL BE IN SEPARATE SEALED ENVELOPE.
 - PLEASE QUOTE WITH FIRM RATES OTHERWISE OFFER WILL BE BY-PASSED.
 - GUARANTEE AND TEST CERTIFICATE IS REQUIRED IN TRIPPLICATE ALONGWITH EACH SUPPLY.
 - TYPE TEST REPORT TO BE SUBMITTED ALONG WITH THE OFFER WHICH IS NOT OLDER THAN FIVE YEARS.
 - DRAWING WITH DETAILS SHALL BE SUBMITTED ALONGWITH OFFER. PLEASE SUBMIT DRAWINGS ALONGWITH TECHNO - COMMERCIAL OFFER.
 - ALL BUSHING SHALL BE TESTED AS PER IEC60137 / IS2099. BUSHING'S TEST REPORT IS TO BE SUPPLIED ALONG WITH EACH BUSHING.
 - ALL THE TERMS AND CONDITIONS OF THE CONTRACT WITH RESPECT TO TAXES AND DUTIES ARE SUBJECT TO THE NEW TAXATION LAWS (E.G. GST). THE TERMS AND CONDITIONS WILL BE MODIFIED IN ACCORDANCE WITH THE PROVISIONS OF NEW LAWS E.G. GST.
 - TWO YEAR SUCCESSFUL PERFORMANCE CERTIFICATE SHALL HAVE TO BE PROVIDED.DRAWINGS AND ALL RELEVANT DOCUMENTS TO BE SUBMITTED BY BIDDERS FOR CUSTOMER APPROVAL.
 - BEFORE PRICE BID OPENING, TECHNICALLY QUALIFIED VENDORS HAVE TO GET THEMSELVES APPROVED WITH UPPTCL.
 - SUCCESSFUL VENDOR TO START MANUFACTURING ONLY AFTER DRAWING APPROVAL FROM CUSTOMER.
 - LOADING SHALL BE APPLICABLE FOR NON ACCEPTANCE OF NIT TERMS AND CONDITIONS.
 - THIRD PARTY/CUSTOMER INSPECTION/BHEL INSPECTION AT SUPPLIAR, S WORKS MAY BE REQUIRED.
 - ENQUIRY QUANTITY SHALL SPLIT ONLY IN THE CASE OF "PREFERENCE TO MAKE IN INDIA CLAUSE" AS MENTIONED IN SERIAL NUMBER 23 OF GTC JHS2055 REV03.
 - LOADING SHALL BE APPLICABLE FOR NON ACCEPTANCE OF NIT TERMS AND CONDITIONS.
 - EVALUATION SHALL BE ON ENQUIRY ITEM WISE BASIS.
 - FOREIGN BIDDERS HAVE TO SUBMIT THEIR OFFER WITH DELIVERY TERM FOB/ CIF ONLY. OFFERS WITH EX-WORKS DELIVERY CONDITIONS ARE LIABLE TO BE REJECTED.
 - NO TENDER FEES SHALL BE APPLICABLE.
 - THE TENDERS DULY FILLED IN AND COMPLETE IN ALL RESPECTS TO BE DROPPED IN THE TENDER BOX LOCATED AT CISF GATE OF OUR ADMINISTRATIVE BUILDING TILL 13.15 HRS ON THE TENDER OPENING DATE AS NOTED IN THE COVERING LETTER.
 - TENDER/QUOTATION MAY BE SENT THROUGH EMAIL ON BHEL DESIGNATED EMAIL ID ONLY.THE DESIGNATED EMAIL ID IS tenderbox.jhs@bhel.in.
 - OFFERS FROM FOREIGN BIDDERS WILL BE CONSIDERED ONLY IF THEY ARE IN COMPLIANCE WITH CIRCULAR NO 8 AA:SSP:PPP:MII (Dtd-24.07.2020) ISSUED



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BY SS& P , BHEL CORPORATE, NEW DELHI

23.OFFERS FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA WILL BE ELIGIBLE TO BID IN THIS TENDER ONLY IF THEY ARE IN COMPLIANCE WITH CIRCULAR NO-9 (AA:SSP:PPP-MII,Dated-06.08.2020) ISSUED BY SS& P , CORPORATE OPERATIONS MANAGEMENT BHEL CORPORATE, NEW DELHI

24.BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed pricebid, submitted by the bidder. This will be decided after techno-commercial valuation. Bidders to give their acceptance with the offer for participation in RA, Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.Those bidders who have given their acceptance to participate in ReverseAuction will have to necessarily submit Process compliance form? (to the designated service provider) as well as Online sealed bid? in the Reverse Auction. Non-submission of Process compliance form? or Online sealed bid by the agreed bidder (s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).The bidders have to necessarily submit online sealed bid less than or equal to their sealed price bid already submitted to BHEL along with the offer.The sealed price bid (e-bid) of successful bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price and envelope sealed Bid) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

THE QUOTATION MUST BE SEALED AND BE SENT IN DOUBLE ENVELOPE.

THE INNER ENVELOPE SHOULD BEAR ENQUIRY NUMBER & DUE DATE AT THE TOP.

In case the bidder has not submitted PAN No, TIN No. and E-mail ID, the bidder has to submit the same along with the copy of PAN No and TIN No. Else his offer will be liable to be rejected.

If you are not in a position to quote due to any reason, you must send regret letter titled enquiry no. etc, failing which you may not be considered for sending future enquiries.

ENCLOSERS:



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FOR AND ON BEHALF OF
BHARAT HEAVY ELECTRICALS LTD

RHL
08/09/20
RAHUL KUMAR
SR ENGINEER (TRFR MM)
Email:-rahulkumar.r@bhel.in

***** END OF PURCHASE ENQUIRY*****

NOTE :

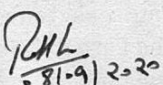
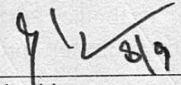
- * THE BIDDER IS INFORMED THAT THE GENERAL TERMS & CONDITIONS OF ENQUIRY (JHS 2055A Rev 02) WHICH ARE UPLOADED AT <https://www.bheljhs.co.in/apps/sip/index.php> AT (TERMS & CONDITION -> FOR ENQUIRY) LINK, ARE TO BE READ BY THE BIDDER BEFORE SUBMITTING QUOTE IN THE ENQUIRY. BHEL SHALL CONSTRUCT THE PARTICIPATION BY THE BIDDER IN ENQUIRY AS ACCEPTANCE TO THE GENERAL TERMS AND CONDITIONS OF ENQUIRY.
- * SUPPLIERS ARE REQUESTED TO INFORM US WITH VALID CERTIFICATE, IF THEY ARE REGISTERED UNDER MSMED ACT'2006. (APPLICABLE FOR INDIAN SUPPLIERS ONLY).
- * FOR SUPPLIERS SUPPLYING FROM OUTSIDE THE LOCAL AREA OF BHEL JHANSI, ENTRY TAX WILL BE APPLICABLE. SUPPLIERS SHOULD NECESSARILY INDICATE RATE OF ENTRY TAX SEPARATELY WHEREVER APPLICABLE. THEY SHOULD ALSO MENTION THE ENTRY TAX CHARGED SEPARATELY IN THE INVOICE.
- * FOR SUPPLIERS SUPPLYING FROM OUTSIDE UP, IN CASE THE OFFER IS SILENT ON ENTRY TAX, IT SHALL BE LOADED SUITABLY WITH THE APPLICABLE RATES
- * IN CASE IF THERE IS ANY DIFFERENCE BETWEEN THE 'SPECIAL REMARKS/ANNEXURES' OF THE ENQUIRY AND THE PREPRINTED TERMS & CONDITIONS (REF JSC140/M2053), THE REQUIREMENT GIVEN IN REMARKS WILL PREVAIL.

PURCHASE ENQUIRY E1800013

(PROCUREMENT OF 'RIP BUSHINGS)

TENDER DOCUMENTS

SL.	Description	Schedule	Page. No
1	Terms & Conditions of the Enquiry	Schedule-I	2-11
2	Pre-Qualifying Requirement (PQR)	Schedule-II	12-14
3	Techno Commercial Bid (Part - A)	Schedule-III	15-18
4	Price Bids (Part-B)(Enquiry Item-1,2,3&4)	Schedule-IV	19-22
5	Business Rules for reverse Auction.	Schedule-V	23-30
6	Annexures for Tender E1800013	Schedule-VI	31-38
7	Global Tenders	Schedule-VII	39-49
8	Bidders Sharing Land Boundary with India	Schedule-VIII	50-63

	
Prepared by Rahul Kumar Sr.PO (TRFR MM)	Checked by Shams-Uz-Zaman, DGM (TRFR MM-II)

Signature of Supplier with seal and Date

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Bharat Heavy Electricals Limited

(A Govt of India Undertaking)
MM Department, Sub post Office: BHEL Jhansi 284120
Tel: 5102412554, 9486369271
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

(SCHEDULE- I)

Terms & Conditions for supply of RIP Bushing Enquiry No. E1800013

1. **General:** Sealed tenders are invited in Two-Part Bid system for purchase of RIP Bushings as per Specifications and terms & conditions mentioned in the Schedules -"I to VIII". The supplies against this enquiry shall be subject to our General Terms and conditions of enquiry and PO (JHS2055A Rev.03 at https://jhs.bhel.com/apps/sip/enq/terms/enq/terms_current.pdf). In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. If any difference between the General Terms and conditions of enquiry and PO and the conditions included in this annexure, the conditions included in this annexure shall prevail. Make in India and other Guidelines issued by Govt of India/Ministry will be applicable to this Enquiry.

The offer of the bidders who are in the banned list as also the offer of the bidders who engage the services of the banned firms shall be rejected. List of banned firms is available on BHEL website: www.bhel.com. Likewise, offers of those bidder(s) will not be considered who have been suspended (under hold / delisting) by BHEL, Jhansi during the given period.

Lot wise quantity and delivery schedule indicated in the enquiry sheet is tentative. Actual procurement will be carried out progressively as per requirement of BHEL.

2. **Procedure for Bid submission:** - Offer shall be submitted by the bidders in two parts:-

-Part-A Techno-Commercial bid

-Part-B Price Bid

Both Part-A & Part-B of the offer shall be kept in two separate sealed envelopes duly super scribed as Part-A "Technical cum commercial bid" and Part-B "Price Bid". The enquiry number and due date shall also be super scribed on both the envelope.

Part -A of the bid shall complete details of the product offered, acceptance to the specifications, all techno commercial terms and conditions of the Schedules I to VIII.

In case it becomes necessary to deviate in any of the above, deviations must be clearly brought out in bid Part-A of the offer. Copy of unpriced bid Part-B (separately for each item) with status "Quoted (Q) & Unquoted (NQ)" must

accompany bid Part-A. **As evaluation of tender will be item wise so separate Price Bid is required for each Enquiry item. Envelope shall clearly mention the Enquiry number, Enquiry Item, and enquiry due date.**

Signature of Supplier with seal and Date

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(SCHEDULE- I)

Terms & Conditions for supply of RIP Bushing Enquiry No. E1800013

3. **Bid Opening:** - The 'Techno-commercial' part of the bid i.e. Bid Part-A of the offers shall be opened on the due date of tender opening. Clarifications, wherever required on this part, shall be obtained from the bidders for their evaluation. The Price bid Part-B of such vendors alone shall be opened whose techno-commercial bids are found acceptable. The date of 'Price bid -Part B' opening shall be intimated later on. Before price bid opening / RA (reverse auction) all formalities for registration has to be completed by the bidders as per new supplier link at www.bhel.com.

Alternatively: "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) RA shall be conducted among all the techno-commercially qualified bidders. Refer latest guidelines of R.A at Schedule-V.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) Non-submission of 'Process compliance form' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

If there is any change in R.A rules or Guidelines, then latest revision of same will prevail.

4. **Pre-Qualification Criteria**

Please refer attached Schedule-II Offers of those Bidders who meet the Pre-qualification criteria will be accepted. Any deviation from these shall render offer submitted by bidder as rejected.

In case of space constraint, Information asked in PQR (Schedule-II) shall be submitted as additional attachment with Sign and Seal.

Pl provide Turnover details of last three Financial years as below. Pl Enclosed CA audited Balance Sheet for last three years. In the case if Balance sheet of last financial year is not yet audited then the unaudited balance sheet of last financial year can be enclosed along with the certificate of CA.

Refer Point no 2A of Schedule-II

Financial Year	2017-18	2018-19	2019-20	Average Turnover
Turnover				

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Tel: 5102412554, 9486369271

e-mail: shams@bhel.in; rahulkumar.r@bhel.in

(SCHEDULE- I)

Terms & Conditions for supply of RIP Bushing Enquiry No. E1800013

Vendor to submit details of executed PO as per Point no. 3 of Schedule-II

Customer Name	Order no & Date	Qty. supplied in UM	Order, Tax Invoice No., TC No. & Date	Remarks, if any

5. **Bid evaluation:** The bid shall be evaluated on total delivered cost to BHEL (landed cost net of input tax credit) taking into account all duties / taxes / Cess like GST as per prevailing structure on date of tender enquiry (bid Part-I). Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry,

Signature of Supplier with seal and Date

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(SCHEDULE- I)

Terms & Conditions for supply of RIP Bushing Enquiry No. E1800013

to arrive at landed cost and same shall be communicated to techno-commercially suitable bidders before price bid opening.
Evaluation of items shall be done on item wise L1 basis.

6. **Technical Parameters and Tendered Quantity:** - RIP Bushings shall conform to the purchase specifications. BHEL QA plan and / or customer approved QA plan to be followed strictly. Tentative quantity breaks up is mentioned below.

PI Number	PI Item Description	Quantity	Work order
140603543	245 KV 1250 AMPS 300 CT SPACE RIP BUSHING AS PER ANNEXURE-A	6	72225C
140603544	145 KV 1250 AMP 300 CT SPACE IV RIP BUSHING AS PER ATTACHED ANNEXURE	6	72225C
140603510	245 KV 1250 AMPS 300 CT SPACE RIP BUSHING AS PER ANNEXURE-A	9	72589C
140603511	145 KV 1250 AMP 300 CT SPACE IV RIP BUSHING AS PER ANNEXURE-A	9	72589C

Quantity under individual item may vary within +/- 30% during execution.

At the time of supply, TC/GC/CC and other Documents as per Schedule of the PO must accompany each lot.

7. **Pricing Terms:** - Material will be supplied on finished basis and rate so quoted shall be firm during validity of contract.
8. **Transit Insurance:** - By the bidder. In case of insurance by BHEL, bidders shall have to comply with our general terms and conditions in this regard. Also bidder shall have to render all necessary assistance needed by BHEL to recover the damages from the insurers, in the event of claim arising under policy.
9. **Delivery Schedule:** - Generally, Bushings are required in our stores within 8-10 weeks from PO/approval of drawings. Bidders shall commit suitable delivery on F.O.B load port or CIF, Mumbai basis (In case of foreign Bidders) /on door delivery basis (In case of indigenous vendors). Bidders may note that delivery beyond committed schedule will attract penalty for delay.

Signature of Supplier with seal and Date



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(SCHEDULE- I)

Terms & Conditions for supply of RIP Bushing Enquiry No. E1800013

10. **Terms of delivery:** - In case of foreign bidders, it will be F.O.B Load port or CIF basis only. Ex-Works delivery are not acceptable.

In case of indigenous bidders, we prefer on F.O.R BHEL, Jhansi basis. In case of EX- Works delivery, for evaluation freight shall be loaded

Bidders shall commit suitable delivery on F.O.B load port or CIF basis (In case of foreign Bidders) /on door delivery basis (In case of indigenous vendors). Bidders may note that delivery beyond committed schedule will attract penalty for delay. For Foreign Bidders, date of Bill of Lading shall be taken as actual date of delivery. In case of Indigenous

bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.

In case of F.O.B delivery by foreign bidder, the loading will be done as per applicable rate of BHEL contract with Freight Forwarder. In the event of bidder offering CFR or CIF delivery terms for delivery in FCL (Full Container Load), the Bidder shall provide 14 days' time free of detention from the date of delivery at delivery port. Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days' period. Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account.

To have an equitable comparison amongst the vendors in the tender, freight charges from dispatch city to BHEL, Jhansi shall be loaded on quoted prices as given below.

Description/ Type of RIP Bushing	No of RIP Bushing in truck of 7 MT	Applicable FTL rates (Rs./MT- Km)	Distance from dispatch city to Jhansi+15 Km	Total Freight charges	Freight charges per RIP Bushing
A	B	C	D	$E=C*D*7$	$F=E/B$

Or

Signature of Supplier with seal and Date

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(SCHEDULE- I)

Terms & Conditions for supply of RIP Bushing Enquiry No. E1800013

Description/Type of RIP Bushing	No of Bushing in truck of 15 MT/22 MT Trailer	Applicable FTL rates Rs./MT-Km)	Distance from dispatch city to Jhansi+15 Km	Total Freight charges	Freight charges per RIP Bushing
A	B	C	D	E=C*D*15 or E=C*D*22	F=E/B

Both Above loading way is tentative and depends on BHEL discretion.

11. **Purchase from customer approved vendors:** - Bidders may note that BUSHINGS for most of the customers is to be sourced from their approved vendors only. In those cases, pertaining to requirement of such contracts, BHEL would open the price Bid and place purchase orders on the approved vendors of respective customer only.
12. **Number of Suppliers:** - We need one supplier for execution of this contract. The ordering will further be governed by customer, approval of vendors (wherever applicable), manufacturing capacity, loading of jobs, delivery & quality performance of vendors. Clause no 23 (Purchase Preference to Make in India) as mentioned in GTC JHS2055 Rev03 will prevail for distribution i.e. in case of distribution, Bushings will be divided in the set of three. Local supplier will be preferred in Enquiry distribution accordingly.
13. **Inspection/Quality Checks and Quality Records:** - Pre-dispatch /source inspection/ Third Party Inspection may be carried out at vendor works as per practice in vogue or Customer requirement. However, vendor shall maintain all records of input materials and finished Bushings thereby establishing traceability. BHEL may conduct quality audit at supplier works for ensuring implementation of Quality system. Vendor shall carry out all the Electrical & Mechanical tests as called for in the specifications and submit Test certificates for each lot of dispatch.
14. All costs related to inspections and re-inspections shall be borne by the Seller. In case of foreign vendors, the cost of third party inspection and testing charges, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.

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(SCHEDULE- I)

Terms & Conditions for supply of RIP Bushing Enquiry No. E1800013

15. **Replacement of rejected Goods:** - Final inspection for acceptance of quality shall be at BHEL's works after receipt of material and results shall be binding on the suppliers. In case of rejection due to noncompliance to agreed specification and for the reasons attributable to the vendor, the materials shall be replaced by vendor free of charge on "FOR BHEL works basis" including interalia cost elements such as total transportation, insurance and other taxes / levies etc. as applicable. The rejected goods shall be subsequently returned to the vendor at his cost.
16. **Taxes & Duties:** - GST as applicable within India only will be paid / reimbursed by BHEL and same will be loaded for price comparison on delivered cost to BHEL (i.e. landed cost net of input tax credit). Custom Duty will be applicable on foreign Imports.
17. **Guarantee:** - Bushings under this tender shall be free from any kind of manufacturing defects and shall be under guarantee for a period of 24 months from the date of dispatch or 18 months from the date of commissioning, whichever is later. In case of non-acceptance of Guarantee Term There will be 1% per month loading in offer price per month, i.e. if a vendor accepts 18 months of warranty in place of NIT conditions of 24 months' warranty, then loading in offer price will be = $(24 \text{ months} - 18 \text{ months}) \times 1\% = 6\%$.
18. In case of non-acceptance of Risk Purchase, loading of 10 % shall be done on the Supplier quoted rates to derive L-1 status.
19. **Payments Terms:** - Any deviation from the following payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation

In case of Indigenous Bidders: -100% payment within 90 days of receipt of material (45 days for MSE / NSIC registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents.

In case LC payment terms for indigenous bidders are accepted by the competent authority, offers with interest free Usance period less than 120 days (45 days for MSEs vendors & subject to submission of Udyog Aadhar Memorandum) shall be liable for rejection.

In case of Foreign Bidders: -100 % payment will be considered by irrevocable and unconfirmed Usance LC with 120 days' interest free credit to be reckoned from the date of B/L.

20. **Validity of Offer:** - Offer should be valid for a period of 120 days from the date of techno-commercial bid opening date (part-1) for finalization of the contract.

Signature of Supplier with seal and Date

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Terms & Conditions for supply of RIP Bushing Enquiry No. E1800013

21. **Levy of Penalty for delayed performance:** - As per Clause no: 8 of General terms & Conditions of enquiry rev 03.
22. In case of non-acceptance of LD Clause, the suitable loading up to 10% maximum shall be done on supplier's quoted rate to derive the L-1 Status.
23. Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions of enquiry' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including General terms & Conditions rev 03 of enquiry, if any, for this enquiry shall only prevail.
24. **Bank Charges:** - For overseas bidders, all bank charges except charges of LC opening bank, which shall be loaded while bid evaluation, shall be to the bidders account only.
25. **Fumigation:** - All imported consignment in wooden packing shall be subject to fumigation as per statutory requirement of Govt. of India and bidder shall furnish 'Phytosanitary Certificate 'or a declaration that wood-packing material used in packing is in accordance with IPPC standard ISPM No.15 and has been labelled compliance with IPPC mark by manufacture.
26. **Agency Agreement:** - Agency agreement from foreign supplier for their Indian agent is necessary and should come along with the bid Part-A. The agreement between foreign supplier and their Indian agent should contain relationship, mutual interest in the business, commission amount or general retainer fee, services to be rendered by Indian agent etc.
27. Bidders may note that suitable loading will be done for arriving at the landed cost net of ITC price for any deviation from General terms & Conditions as pre-printed overleaf of the enquiry.
28. **Applicable Laws and Jurisdiction of Courts:** - Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Jhansi in the State of Uttar Pradesh, India shall have sole jurisdiction.



Bharat Heavy Electricals Limited

(A Govt of India Undertaking)
MM Department, Sub post Office: BHEL, Jhansi 284120
Tel: 5102412554, 9486369271
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

(SCHEDULE- I)

Terms & Conditions for supply of RIP Bushing Enquiry No. E1800013

29. Benefits earmarked to Suppliers for Purchase Under 'Make In India': -

As part of minimizing import content under Gov, t of India guidelines and to encourage and promote indigenously manufactured goods within India and services provided by sources within India, bidders who manufacture goods and provide services within India (Local Suppliers) are given purchase preference and are entitled to benefits in the tender. For further clarifications Please refer GTC JHS 2055A Rev03.

Offers from Foreign bidders will be considered only if they are in compliance with Circular No-8 (AA: SSP:PPP-MII(Dtd-24.07.2020), issued by SS&P, BHEL (Refer Schedule-VII).

PPP-MII Order ,2017, issued by DPIIT has been amended on 04.06.2020 .to provide that only items with minimum 20 % domestic value addition/local content can participate in public procurement unless global bid are invited. Also items with more than 50 % local content will get purchase preference over other items. (Refer Schedule-VII for Public Procurement Order-Revision).
Above clause is applicable to this Tender.

For this procurement, the local content to categorize a supplier as a Class-I local Supplier/Class-II local Supplier/Non-Local Supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case pf subsequent orders, issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

30. Bidders sharing Land Boundary with India :-

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. Refer Schedule-VIII (Circular No 9 (AA: SSP: PPP-MII) issued by SS&P Corporate Operations Management BHEL, Delhi & Annexure-I, II, III issued by DoE) for details.

Bidder has to provide Certificate regarding their compliance with this order F.No.6/18/2019-PPD (Ministry of Finance). Such certificate given by bidder whose bid is accepted is found to be false, this would be ground for immediate termination and further legal action in accordance with law.

Signature of Supplier with seal and Date

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The DoE Order is not applicable to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of Credit or in which Gov,t of India is engaged in development projects.

31. Updated list of countries to which lines of Credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<http://www.mea.gov.in/>).

RKL
08/09/20
Prepared by
(Rahul Kumar)
Sr. PO (MM)

9/7
8/9
Checked By
Shams-Uz-Zaman
DGM(MM)