



434-003/A
Dt: 31.08.16

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
HIGH PRESSURE BOILER PLANT
PURCHASE DEPARTMENT - VALVES
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

Page
1/3

PHONE : 91-44-28158821
GRAMS : BHARATELEC
FAX NO: 910431/520730
E-mail :
Web : FAX NO:

Enquiry No	Enquiry Date	Due Date for Quotation
ENMIC20010	22.01.2020	12.02.2020
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order. Bid should be submitted in two parts. 1.Techno-commercial bid (Part-I) and 2.Price bid(Part-II) in a separate sealed cover and both covers must be placed in a third cover and sealed. Our Enquiry No., Enq. date & Enq. Due date must be written on all three covers.		

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	Galvanized Iron binding wire GI Binding wire: QTY - 400 kg Thickness: 1.0 mm Quality: Free from rust, flexible to bend by hand. Purpose: Valves components binding in Heat Treatment Shop.	KG	400.000	400.00	29.02.20

General Note:

The 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.

Goods and Service Tax (GST)

Indigenous suppliers:

- Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no 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. Supplier shall mention the HSN code for each item quoted by them in the offer.
- Supplier shall mention their GSTN registration number in all their invoices 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.

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

MANAGER / PURCHASE
(Valves)



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23505

3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. 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.
5. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty 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.
6. 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 supplies, within the calendar month notified by BHEL.
7. 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.

Import Suppliers:

1. Supplier shall mention the HSN code of each item quoted by them in the offer. The HSN shall be mentioned in the Invoice also for each item without fail.

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.0.2018 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 and / or local content in respect of this procurement, same shall be applicable.

Default purchase preference shall be 20% to local suppliers with default minimum local content of 50%.

The 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.

The offers should reach us 30 minutes before the time of opening of tenders. The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

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Enclosures:

"LD clause has to be confirmed without fail."

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The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

MANAGER / PURCHASE
(Valves)



BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE

Trichy - 620 014. India

CONFIRMATION TO TERMS AND CONDITIONS

Enquiry Reference: ENMIC20010

<u>TERMS & CONDITION</u>	<u>VENDOR CONFIRMATION</u>
a. Vendor should give confirmation to BHEL's Technical Specification. Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".	
b. The offer has to be submitted as a Two-part bid (Techno-commercial & Price bid)	
c. The tender will be finalized on item wise basis	
d. Terms of Payment: <u>Indigenous Supplier (Non-MSE):</u> 100% direct EFT Payment after 60 days from the date of receipt and acceptance of materials at BHEL stores / against site acknowledgement. <u>Indigenous Supplier (MSE):</u> Payment will be as per MSMED Act, 2006	
e. Liquidated Damage: Liquidated damages shall be 0.5% of the total order value or part thereof subject to a maximum of 10% of the total order value.	
f. Delivery Terms: Prices shall be quoted on " FIRM PRICE " basis only. <u>For Indigenous Supplies:</u> FOR BHEL Trichy	
g. Validity of Offer: Prices should be valid for 120 days from the date of part-1 bid opening of this tender. 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.	
h. Delivery period: Delivery period should be 2 weeks from the date of purchase order. If supplier offers more than the required delivery period BHEL will operate 0.5% loading factor for evaluation of their offer for every week delay.	
i. Risk Purchase: The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of seller either the whole of goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. Supplier shall be liable for any loss which the purchaser may sustain by reason for such risk purchases. Non acceptance to risk purchase clause the offer is liable for rejection.	
j. Performance Bank Guarantee: Performance Bank Guarantee is not applicable for this enquiry	-
k. Counter-offering Counter-offering is not applicable for this enquiry	-
l. Integrity Pact Integrity pact is not applicable for this enquiry	-



BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE
Trichy - 620 014, India
GENERAL TERMS AND CONDITIONS

Enquiry Reference: ENMIC20010

1. QUOTATIONS:

- a. **BID system:** Offers are invited in any one of the below formats. The no. of bids to be submitted is mentioned in "Confirmation to the Terms and Conditions" attached.
- i. Two part bid: The offers are invited in Two part bid system (Part I will be Techno-commercial bid and part II will be Price Bid). Techno-commercially suitable vendors alone will be intimated for price bid opening.
- ii. Single part bid: The offers are invited in Single part bid system (Price Bid alone). The vendor shall confirm to all of BHEL's technical & commercial conditions.

b. **Submission of offer:**

- i. Offer called through e-Procurement mode: The bidder shall submit the bid online in BHEL e-Procurement portal at <https://bhel.abcpurchase.com/EPROC/>

The bidder would be required to register on the above e-procurement portal for submitting their bids. Offers through email and hardcopy are not acceptable.

- ii. Offer called through Non-e-Procurement mode: Each part of offer should be sent in a double cover separately and the same should be sealed and super scribed with details such as enquiry reference, name of the vendor, item of supply and due date of opening. Two or more quotations should not be sent in one cover. Price Bid should contain only "Price per unit" for each type. Offer should be sent to the below mentioned address:

The Tender Opening Cell / Valves
Room No. -26, Building -24
Bharat Heavy Electricals Limited
Tiruchirappalli - 620014, Tamil Nadu, India
Or
Email ID: tender_cell@bhel.in

- c. **Late offers:** Offer received after 2.00 pm on due date will be considered as Late offers. Late offers will not be considered under any circumstance.
- d. **Regulations:** Offers should be free from correction and erasures. Corrections if any must be attested. All amounts shall be indicated both in words as well as figures. In case of a difference between the amount quoted in words and figures, the amount quoted in words shall prevail.
- e. **PVC:** Price Variation clause not acceptable. Prices should be firm.
- f. **Catalogue:** Manufacturer's name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation.
- g. **Samples:** Samples should be submitted separately, if specially requested in tender, before the due date of the enquiry. They should be clearly marked with the enquiry reference and date on the enclosing cover to facilitate identification.
- h. **GST Number:** GST registration number, HSN number (Item wise) with applicable taxes should be mentioned in the offer. If the vendor is not GST registered the offer is liable for rejection.
- i. **Deviation.** Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation, vendor should indicate "No Deviation" in the offer.
- j. **Confirmation:** Confirmation for compliance is to be given in the offer for all the techno commercial conditions specified in the tender.

2. COMMERCIAL TERMS & CONDITIONS:

a. **Terms of Payment:**

For Indigenous Suppliers:

If the materials are receivable at BHEL Stores, Trichy:

Payment term is 100% direct Payment after 60 days from the date of receipt and acceptance of materials. (if PBG is not applicable)

(or)

Payment term is 100% direct payment after 60 days from the date of receipt and acceptance of materials and against 10% PBG valid for the warranty period. (if PBG is applicable)



BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE

Trichy - 620 014, India

GENERAL TERMS AND CONDITIONS

Enquiry Reference: ENMIC20010

If the materials are receivable at site:

Payment term is 100% direct payment after 60 days from the date of dispatch against site acknowledgement (if PBG is applicable)

(or)

Payment term is 100% direct payment after 60 days from the date of dispatch against site acknowledgement and against 10% PBG valid for the warranty period (if PBG is applicable)

Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.

For Import Suppliers: Payment term is 100% payment on CAD basis after 60 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.

If supplier insists for LC, only Usance LC with 60 days' credit will be opened, one month prior to material readiness. Further loading will be considered @ 1.5% on the offered value. Hence, supplier shall intimate the material readiness accordingly for opening LC. LC validity period will be 90 days and for any extension, applicable charges will be to suppliers account.

Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.

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 quantities shall be supplied with payment as CAD basis after 60 days from the date of receipt and acceptance of material. If insisted for LC after acceptance of first lot, only usance LC with 60 days' credit will be opened one month prior to material readiness.

- b. Liquidated Damage:** Liquidated damages shall be 0.5% of the total order value per week of the delay or part thereof, subject to a maximum of 10% of the total order value. For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value)

Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers. Hence applicable GST shall also be recoverable from suppliers on LD amount. Debit note will be issued by BHEL for this amount, indicating the respective supply invoice number.

c. Delivery Terms:

For Indigenous Suppliers: FOR BHEL Trichy inclusive of freight and insurance

For Import Suppliers: CFR/CIF Chennai seaport as per Incoterms 2010.

- d. Validity of Offer:** Prices should be fixed and should be valid for period as mentioned in the "Confirmation to the Terms and Conditions" attached.
- e. Delivery period:** Delivery schedule will be as mentioned in the "Confirmation to the Terms and Conditions" attached. If supplier offers more than the required delivery period BHEL will operate 0.5% loading factor for evaluation of their offer for every week delay.
- f. Risk Purchase:** The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of seller either the whole of goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. Supplier shall be liable for any loss which the purchaser may sustain by reason for such risk purchases in addition to penalty at the rate mentioned in clause 2 b above. Non acceptance to risk purchase clause the offer is liable for rejection.
- g. Guarantee period:** The vendor shall give a guarantee for the performance of his supplies for a period of **eighteen months** from the date of dispatch or **twelve months** from the date of commissioning whichever is earlier.
- h. Miscellaneous:** Any conditions which might have been quoted by the seller and are in contravention to the terms of PO and which have not been specifically accepted by Purchaser will not be applicable to the contract/PO.
- i. Performance Bank Guarantee:** If tender calls for Performance Bank Guarantee, vendor should provide a performance bank guarantee (PBG) in BHEL format for 10% of the total Purchase order value valid for warranty/guarantee period with an additional claim period of 2 months. PBG should be issued from list of consortium banks.



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VALVES PURCHASE

Trichy - 620 014, India

GENERAL TERMS AND CONDITIONS

Enquiry Reference: ENMIC20010

- j. **Counter Offering:** If counter offering is applicable for the enquiry, the L1 rates will be counter-offered to other eligible vendors as per below points
- In case there are only two qualified offers for any item, the L1 rate will be counter-offered to the L2 vendor.
 - In case of more than two qualified offers for any item, the L1 rates will be counter-offered to maximum (n-1) vendors (where 'n' is the no. of techno-commercially qualified vendors) or the no. of vendors required (as mentioned in the "Confirmation to the Terms and Conditions" attached), whichever is lower.
 - In case a lower ranked vendor does not accept the counter-offered rates, the rates may be offered to next higher ranked vendor.
 - The manner of splitting of the enquiry quantity across L1 and counter-offer accepted vendors will be as per the ratios mentioned in the "Confirmation to the Terms and Conditions" attached.

3. COMPLIANCE / ACCEPTANCE REQUIRED FOR FOLLOWING POINTS TO ENSURE INPUT TAX CREDIT

- a. Supplier shall mention their GSTN registration number in all their invoices 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.
- b. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- c. 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.
- d. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty 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.
- e. 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.
- f. In case of 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/recovered for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

4. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE):

- a. 25% of the tendered quantity is earmarked for MSE suppliers in this tender.
- b. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.
- c. Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement ear-marked MSE owned by women entrepreneurs shall be met with other MSE enterprise/s. The definition for MSEs owned by Women Entrepreneurs is clarified as:
 - i. In case of proprietary MSE, proprietor shall be woman.
 - ii. In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.
 - iii. In case of private limited companies, at least 51% share shall be held by the women promoters.
- d. In case MSE vendor participating in the tender quotes within the price band of LI +15%, they will be allowed to supply the portion of the requirement subject to acceptance of LI price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.



BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE

Trichy - 620 014, India

GENERAL TERMS AND CONDITIONS

Enquiry Reference: ENMIC20010

- e. If the L1 rate is from a Micro/Small enterprise, the 25% earmarking provision is not applicable and 100% quantity will be ordered on respective L1 MSE source
- f. MSE suppliers can avail the intended benefits only if,
The vendor submits along with offer, a copy of the Udhog Aadhar and a certificate, as per the format in Annexure-A, issued by a chartered accountant during the financial year of the date of part-1 bid opening, certifying that the quantum of investment in plant and machinery is within the permissible limit as per the act for relevant status (Micro or small).
(or)
The vendor has already submitted the above documents for the financial year of the date of part-1 bid opening and the MSE status has been updated in BHEL Trichy's records.
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.
- g. Payment for MSE vendors will be as per MSMED Act, 2006.

5. GENERAL CONDITIONS

- a. The manner of finalization will be as mentioned in the "Confirmation to the Terms and Conditions" attached. Separate orders will be released for each project and documents should be supplied for each order separately.
- b. BHEL reserves the right to increase or reduce the tender quantity and to NOT to order for some or all material based on the changes in project.
- c. BHEL shall have the right to visit vendor works during the execution of contract along with end customer for verifying status, inspection and testing of the material.
- d. BHEL reserves the right to negotiate or re-float the tender in case the quoted prices are not acceptable.
- e. Supplier shall arrange packing to avoid lose or damages during Road Transport, Site handling & Storage.
- f. BHEL reserves the right to reject the offer of a particular bidder due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.
- g. The Drawings and Technical documents given in this enquiry are the sole property of BHEL. This should not be misused in any form.
- h. Purchase Order, PO Item serial number, Material code, Quantity should be clearly marked on the packing
- i. Confirmation for compliance is to be given in the offer for all the conditions specified above and to the respective Purchase Specification.
- j. If any supplier is not honouring their own quotation or any of its conditions within the validity period, the action will be taken against those suppliers in line with "Guidelines for suspension of business dealings with suppliers/contractors" (refer www.bhel.com)
- k. The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy (refer www.bhel.com) and shall immediately bring to the notice of the BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
- l. 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 preference and/or local content in respect of this procurement, the same shall be applicable.

6. REVERSE AUCTION

- a. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. 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.
- b. 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) 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).



BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE

Trichy - 620 014, India

GENERAL TERMS AND CONDITIONS

Enquiry Reference: ENMIC20010

- c. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 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 envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.
- d. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

7. DOCUMENTATION:

- a. **With Consignment:** Duplicate for transporter copy, Original Invoice, Packing List, Delivery Challan, O&M manual (if applicable) Material Test Certificate, Test Certificates, Compliance Certificate, Guarantee/Warranty Certificate and other documents mentioned in PO/TDC/Drawing.
- b. **To Purchase:**
 - i. **FOR BHEL TRICHY case-** Original Invoice, Duplicate for transporter copy, Packing list, LWB and Delivery challan, GST declaration as mentioned in point 3c.
 - ii. **FOR Site case-** Original Invoice, Original LWB, Original Packing List, Original IBR documents, Original despatch clearance Certificate and Inspection report, Test certificates as per PO, Original Site Acknowledgment etc.
- c. **Identification:** Material code, Purchase Order, PO item serial number, Unique serial number if any should be provided in all despatch documents, materials and packing clearly.

8. TENDER EVALUATION:

- a. **Techno-commercial Bid.**
 - i. All vendors should submit General arrangement drawing, datasheet and C&I diagram (if any) of the offered product
 - ii. Point by point technical confirmation of all pages of our technical specifications and commercial conditions are required with your sign and seal along with techno commercial offer.
 - iii. Offers from supplier not having technical capability or not agreed for commercial terms, will be rejected.
- b. **Price Bid.**
 - i. Bidders qualified for part I will be intimated for participating in priced bid opening/Reverse Auction.
 - ii. L1 bidder will be decided based on landed cost for the equipment to BHEL.

Indigenous Vendors

Total Landed cost/rate for each item = FOR Rate in INR (A) + Applicable Taxes (B) + Loading non-acceptance of commercial terms (C) – Applicable input tax credit (D)

A - Indigenous vendors submit offers on Free on Road (FOR), Stores, HPBP BHEL Trichy in INR.

B - Applicable GST and any other charges quoted by indigenous vendors will be added to the base price.

C - Loading for non-acceptance of payment terms, delivery schedule & liquidated damages (LD) will be added to the F.O.R. value for arriving the landed rate.

D - However, input tax credit shall be availed for GST, hence the same is excluded for arriving at the landed cost.

Import Vendors

Total Landed cost = CFR Rate in INR (A) + Applicable Duties (B) + Incidental Charges (C) + Loading for Container Shipment (D) + Loading for non-acceptance of commercial terms (E)

A - Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LILO – Liner In; Liner Out) basis per item wise in foreign currency, which will be converted to INR by multiplying with the Exchange rate (SBI TT Selling rate) as on the technical bid opening date. 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 - Customs duty, Safe guard duty (as per the notification No 02/2014-Customs (SG) dated 13th August 2014) and antidumping duty (as per the notification No 18/2016-Customs (ADD) dated 17.05.2016) as if applicable will be added to the INR price.

C - Incidental charges will be added to the CFR Value. The incidental charge is inclusive of port handling charges, & freight charges for movement from Chennai port to BHEL, Trichy.

BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE

Trichy - 620 014, India

GENERAL TERMS AND CONDITIONS

Enquiry Reference: ENMIC20010

D - In case of shipment through containers, if 14 free days for Container detention is not provided in the offer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total Landed Cost.

E - Loading for non-acceptance of payment terms, delivery schedule & Liquidated Damages (LD) will be added to the CFR value for arriving at the landed cost.

iii. In case of tie for the L1 positions,

- The L1 vendors will be requested to submit new price bid for those items/package for which the tie exists.
- The new prices should be submitted in a closed cover to the address mentioned in clause 1.b.ii, within the specified date.
- New prices must not be higher than the originally quoted prices.
- In case of non-submission of the new prices within the submission deadline, originally quoted prices shall be taken as final prices.
- L1 vendor for those items/package will be decided based on the evaluation of new price bids.
- In case, there happens to be a tie for L1 position again, lot system will be opted to finalise the L1 supplier.

9. IMPORTANT INFORMATION FOR IMPORT SUPPLIERS:

- Port of loading should be indicated in the offer without fail.
- Port of discharge should be Chennai Sea/Air Port, India.
- The preferred shipment mode "Containerized Cargo or Break Bulk" shall be specified clearly in the offer.
- In case of CFR INCO TERMS - CONTAINERIZED CARGO**
 - In case of 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".
- In case of CFR INCO TERMS - BREAKBULK CARGO:** In case of 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
 - 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.
 - 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.
 - 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.
 - 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:

BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE

Trichy - 620 014, India

GENERAL TERMS AND CONDITIONS

Enquiry Reference: ENMIC20010

- i. CIC - Container Imbalance Charges/Surcharges
- ii. EIC - Equipment Imbalance Charge/Surcharges
- iii. CAF - Container/Currency Adjustment Factor
- iv. BAF - Bunker adjustment Factor
- v. RDS - Rupee Depreciation Surcharge
- vi. CDS - Currency Depreciation Surcharge

f. Transport Conditions for Import:

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.

- i. 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.
- ii. 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".
- iii. Otherwise, No-objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading.
- iv. 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.

Following details to be endorsed in OBL

- i. Import & Export Code (IEC) of importer: 0588138690
- ii. GST Identification No (GSTIN) of importer: 33AAACB4146P2ZL
- iii. Official email id of importer: sivabala@bhel.in ; subhashini@bhel.in

d. Indian Agent & Agency commission:

- i. An Indian Agent can represent / submit offer of only one original equipment manufacturer (OEM) against a particular Tender. If any Indian Agent represents two or more than one OEM against the same tender, then the Offer will be rejected.
- ii. The CFR - Cost and Freight Chennai Sea Port, price quoted by the Foreign Bidder shall also include the Agency commission. The bidder shall furnish authenticated copy of the Agency Agreement detailing the precise relationship between them and their mutual interest in the business so as to consider the offer of the Indian Agent for the indigenous portion of the supply. For the main equipment, the offer should be from the Principal / OEM. The bidders have to furnish the original Authorization Letter for the Indian Agent along with the Techno-Commercial Offer.

11. INTEGRITY PACT (IP)

- a. IP is a tool to ensure that activities and transactions between Company and its Bidders/Contractors are handled in affair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl.	IEM	Address	Phone & Email
1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	Ph: +91 8130386387 acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	Ph: +91 8853760730 9818377360 vbsinghips@gmail.com

- b. If IP is applicable for the enquiry, the IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with the techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.



Maharatna Company

BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE

Trichy - 620 014, India

GENERAL TERMS AND CONDITIONS

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- c. Please refer Section-8 of the IP for Roles and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries etc. on the tender issued. All such clarifications / issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below

(1)

S Sivabala

Sr. Engineer

Valves Purchase

24 Building, 3rd Floor,

BHEL, Trichy-620014

+91 431 2577096

sivabala@bhel.in

(2)

G Subhashini

DGM

Valves Purchase

24 Building, 3rd Floor,

BHEL, Trichy-620014

+91 431 2574032

subhashini@bhel.in

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€ dated October 5,2008:
 Rs. Lacs
2. **For Service Enterprises:** Invest in equipment (i.e. 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 Ac, 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 the Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant