

BHARAT HEAVY ELECTRICALS LIMITED

CORPORATE RESEARCH & DEVELOPMENT DIVISION VIKASNAGAR, HYDERABAD - 500 093, INDIA

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ENQUIRY

Ref: 102401051 Date

27-12-2024

Enquiry for Supply of Double Cutting Rough Stone for Laying at Solar Plant Behind CFD Building

Enquiry Date: Due Date:

Enquiry No:102401051 Indicative Delivery Date: 05-02-2025

27-12-2024 06-01-2025

Sl.No	l.No Item Description		Qty
1	Double Cutting Rough Stone	NO	15000

Please submit your offer before due date and time as indicated in tender.

Sl.No	Description	Document Ref.
01	Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

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PRE QUALIFYING CRITERIA(PQC)

Volume - 1 Enquiry No 102401051

Supply of Double Cutting Rough Stone for Laying at Solar Plant Behind CFD Building

SL.No	. Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Pre-Qualification Criteria	Bidder should submit at least one purchase order copy for supply of building/construction/hardware materials in last 5 years from the date of enquiry.	
2			
3			
4			
	elaxation of Jorms for tartups	The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro & Small Enterprises (MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for startups issued from time to time.	



GENERAL TERMS & CONDITIONS (GTC)

Volume - 1 Enquiry No 102401051

Supply of Double Cutting Rough Stone for Laying at Solar Plant Behind CFD Building

SL.No.	Clause	BHEL REQUIREMENT
1	Preferences to MSEs	The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.
		25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.
		The definition of MSEs owned by women Entrepreneurs is clarified as under: 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% shall be held by Women Promoters. (Such enterprise will have to submit relevant document for proof of women ownership during offer submission)
		In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.
		"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyog Aadhar Number along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid).
		Non submission of such documents will lead to consideration of their bid at par with other bidders. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before tender opening. No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening. Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "
		Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof

		for the same. The sub-categories: (a) Enterprises owned by Scheduled Castes. (b) Enterprises owned by Scheduled Tribes. (c) Enterprises owned by other than above two categories The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.) If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier.
2	Preference to Make in India	For this procurement, the local content to categorize a supplier as a Class 1 Local supplier / Class II Local supplier/ Non-Local supplier and purchase preference to Class 1 Local supplier, is as defined in Public Procurement (preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the 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
3	Offer submission (E-procurement)	a. This tender is hosted in E-procurement portal (EPS) and offer to be submitted through EPS portal only. Bidders are requested to submit 2 parts bid offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only. b. Sealed cover bids/E-mails/Fax/Manual offers will not be accepted. c. Offer is to be submitted in Two-part bids system (Technical bid + Price bid) in the e-procurement portal only. d. Scanned copy of the filled Annexures, Tender documents etc., shall be uploaded in the EPS portal. e. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites: https://eprocurebhel.co.in https://www.bhel.com/tender f. Authorization for participation in EPS portal through DSC: e-tender. participation requirements: vendor shall register their Digital signature certificate (DSC) (Class 3-SHA2-2048 BIT signing and encryption). Suppliers are advised to go through the FAQ available in the web portal. DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on vendor and is valid legally.
4	Details required with offer	Following documents to be submitted by Bidders along with offer:
		a. PAN Number b. GSTIN Registration Status

c. Name of the Contact Person d. Contact Phone / Mobile e. Email id for correspondence f. Address with PIN code and State 1) Taxes and duties to be governed by GST acts. Strict adherence to new provisions by the vendors like timely submission of invoices, tax payment, filing of returns-GSTR-I etc. will form base of new regime for release of payment from BHEL. Hence, any financial loss occurred due to non-compliance of the GST provisions would be endured at defaulter s end. 2) In case GST credit is delayed/ denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of time line prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL. 3) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL. Vendor to ensure correct applicability IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both. d) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed. 5) Vendor shall note that the Invoice has to be raised quoting HSN 5 **GST Clause** Code of Goods or Accounting Code of Services or both wherever applicable. 6) Invoice should mention GSTIN of BHEL R&D as mentioned in PO/LO Corporate R&D GST Registration numbers: GST compliant invoice shall mention the GST registration number of Corporate R&D: 36AAACB4146P1ZG 7) 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, 8) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged. 9) Wherever E-invoice is applicable, the tax invoice/CN/DN submitted by the vendor must contain the QR code generated in Einvoice portal & IRN 10) Vendor shall inform HSN/SAC code and the breakup of the applicable tariff/taxes (CGST/SGST/IGST/UGST) based on from and to locations with individual components in part 1 bid. 6 Cartelization clause 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.
7	Force Majeure clause	If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries
8	Firm Prices	The prices shall be firm for entire period of contract.
9	Restrictions under rule 144 (xi) of the GFR	Submit the Annexure (provided along with enquiry documents) in your company letter head
10	Conflict of Interest among Bidders/ Agents	A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ subassembly/ Assemblies from. one bidding manufacturer in more than one bid; or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal, or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the

		contract that is the subject of the Bid, or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
11	BREACH OF CONTRACT, REMEDIES AND TERMINATION	In case of breach of contract, BHEL reserve the right to terminate the Purchase Order/ Contract either in whole or in part thereof without compensation to the vendor. In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in following manners: (i) Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract. (ii) In case the value of security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the vendor, retention amount etc. with BHEL R & D or any other units of BHEL. (iii) Demand notice for deposit of balance recovery amount shall sent to the vendor, if security instruments or financial remedies are insufficient to affect the complete recovery. (iv) In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued. This is without prejudice to any other action as may be deemed fit by BHEL. BHEL reserve right to recover damages on account of levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc as per provisions of the contract.
12	LAWS GOVERNING THE CONTRACT	The Order/Contract shall be exacted and governed by the laws of India and the Court at Hyderabad alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.
13	CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION CLAUSE	The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which terms shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part III of the Arbitration and Conciliation Act 1996 or any statutory
14	A DDITT ATION (WITH	modification thereof and as provided in Procedure in BHEL Conciliation scheme.
14	ARBITRATION (WITH SOLE ARBITRATOR)	Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the

		Contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration. Sole arbitrator to be appointed by Head of Unit-BHEL R & D. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Hyderabad, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or any dispute or differences and/or
		references for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract
15	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
16	Descrepancy in words and figures	(a) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above. (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
17	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
18	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price

		bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.
19	Price bid evaluation	All offers in price bid opening or reverse auction shall be evaluated in Indian currency based on unit price, packing & forwarding, taxes/duties, freight charges if any, exchange rate. Loading due to non-acceptance of our standard commercial terms will be evaluated as per the LOADING FACTORS form as enclosed along with the enquiry. The exchange rate declared by State Bank of India under TT Selling rate on the technical bid open date shall be adopted for evaluating foreign currency bids.
20	Packing	The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit.
21	Banned List	The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com. Guidelines for suspension of business dealings with suppliers/contractors are available on www.bhel.com under supplier registration page
22	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
23	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in news paper.
24	Fraud Prevention Policy	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.
25	Signing & Stamping	Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Read and agreed for all the above general terms and conditions



COMMERCIAL TERMS & CONDITIONS (CTC)

Volume - 1 Enquiry No 102401051

Supply of Double Cutting Rough Stone for Laying at Solar Plant Behind CFD Building

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Validity of Offer	90 days from date of technocommercial bid opening.	

Note: All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.

Read and understood the above commercial terms and conditions



OTHER TERMS & CONDITIONS

Volume - 1 Enquiry No 102401051

Supply of Double Cutting Rough Stone for Laying at Solar Plant Behind CFD Building

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE REMARKS
1	Reverse auction	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all technocommercially qualified bidders shall be opened Start price for RA to be L1 of e-bid price bid(s). In case any bidder(s) do(es) not participate in online Reverse Auction, their e-bid price along with applicable loading, if any, shall be considered for ranking.	
2	Withdrawal	In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals in line with the breach of contract clause.	
3	Payment term	100% basic payment by EFT/RTGS with in 30 days from date of receipt and acceptance of material at BHEL R&D, Hyderabad. GST will be paid after submitting the proof of GST remittance to Govt. of India. Loading due to nonacceptance of our standard commercial terms will be evaluated as per the LOADING FACTORS form enclosed along with this enquiry.	
4	Price Basis	F.O.R. Destination BHEL R&D Hyderabad Basis	

5	Applicable Taxes and Duties	Please indicate the applicable Taxes/Duties in the offer clearly.	
6	Destination	Central Stores BHEL Corp. R&D Beside BBR Hospital, Vikasnagar, Balangar Hyderabad - 500042 email : sasi@bhel.in; pkpattnaik@bhel.in Phone : 040-23882104/2904	
7	Late delivery penalty clause	Failure to supply the goods and/or failure to carryout the services within the stipulated delivery date/time will attract a penalty of 0.5% per week or part there of for the value of undelivered portion of the purchase order subject to a maximum of 10% of the total order value. In case of non acceptance of this LD clause, 10% of basic order value/material cost will be loaded on the quoted prices while cost comparison (Please refer the enclosed 'Loading Factors' sheet).	
8	Delivery period	Vendors are requested to quote for our delivery period of 4 (FOUR) weeks from date of Purchase Order (PO) or they shall mention their Delivery Period from date of Purchase order. However BHEL shall inform the vendor about rejection of the offer before price bid opening in case of not meeting the delivery requirements of BHEL.	



ITEM SPECIFICATIONS

Volume - 2 Enquiry NO 102401051

Supply of Double Cutting Rough Stone for Laying at Solar Plant Behind CFD Building

SL.No.	Item					
1	Dou	Double Cutting Rough Stone				
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations		
	1	Double Cutting Rough Stone	Size:23"x23"x30mm			
	2	Tolerance	±2mm for all dimensions.			

^{*} Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

LOADING FACTORS



NOTE : IN CASE OF DEVIATION TO BHEL TENDER SPECIFIED TERMS, LOADING FACTOR INDICATED IN FOLLOWING TABLE WILL BE APPLIED TO QUOTED PRICE WHILE EVALUATING THE LOWEST QUOTE

			A. FOR INDIG	SENOUS PURCHASES	k o i priva pi cesse esse
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
				SAME	NIL
				PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENTS	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR ONE MONTH
A.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R& D	INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	•
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SB BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR
				SAME	NIL
				100% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF SUPPLIES AND E&C	NIL
				90% PAYMENT AGAINST PROFORMA INVOICE/ DESPATCH DOCUMENT	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON 90% SOF THE VALUE OF PO FOR ONE MONTH
	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AND BALANCE 10% WITH IN 30 DAYS OF COMPLETION OF E&C.	90% PAYMENT AGAINST PROFORMA / DESPATCH DOCUMENT AND BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON TOTAL VALUE OF THE PO FOR ONE MONTH
				GUARANTEE AND (90 -X) % PAYMENT ON RECEIPT AND ACCEPTANCE OF THE MATERIAL	TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%)FOR THE DELIVERY PERIOD(ROUNDED OF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% AMOUNT FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE (90 - X) % PAYMENT AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	
			B. FOR FOREIGN	PURCHASES (IMPORTED)	
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED (LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD FERMS
	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS	SAME	NIL LOADING @(SBI BASE RATE ON TENDER
	EQUINENT		FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D.	OF DESPATED ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR	DPENING (M) OBLIGATE ON TENDER DPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
			WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)	DOCUMENTS (LOADING @ (SBI BASE RATE ON TENDER DPENING DATE+ 6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER DPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				(MAXIMUM 5% @SBI BASE RATE ON	LOADING @ (SBI BASE RATE ON TENDER DPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE

				PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				SAME SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS 90 PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	NIL LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
					LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC
				90% OF BASIC VALUE AS ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARNTEE AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
В.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION ANI COMMISSIONI (E&C)	<i>)</i>	90% PAYMENT BY WIRE TRANSFER WITH IN 30 DAY FROM THE DATE OF RECEIP MS AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS AFTE COMPLETION OF E&C	(MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PT PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE 10%	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% FOR ONE MONTH
				(MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE (90- X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH
LNO	SCOPE	COMMERCIAL TERMS	B. FOR FORE BHEL STANDARD TERM		LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
				SAME SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR	NIL LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				LC PAYMENT AGAINST DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
	SUPPLY OF PAYMENT TERMS EQUIPMENT		100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D. (DESPATCH DOCUMENTS WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)	FULL ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR DELIVERY PERIOD(Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				BALANCE PAYMENT WITH IN 30 DAYS FROM THE	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6% ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIDO (Rounded off to nearest month) +1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
D.3		PART ADVANCE (X%) PAYMENT BY WIRE TRNSFER.LC WITH BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL		
	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND	PAYMENT TERMS	AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS	DOCUMENTS VIZ INVOICE, AWB ETC TO OUR	NIL LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
	COMMISSIONING (E&C)		AFTER COMPLETION OF E&C	90 PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
	E&C)				LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED
	E&C)				BANK CHARGES INCURRED BY BHEL
	E&C)			COMPLETION OF E&C 90% OF BASIC VALUE AS ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARNTEE AND BALANCE 10% WITH IN 30 DAYS AFTER	

			PAYMENT BY WIRE TRANSFER /LC AFTER RECE AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	IPT PERIOD(Rounded off to the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH		
	C. PENALTY FOR DELAYED DELIVERY (COMMON FOR INDIGENOUS AND IMPORTS)					
SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS		
		IN THE EVENT OF DELAY IN AGREED CONTRACTUAL DELIVERY, PENALTY OF 0.5% (HALF PERCENT) PER WEEK BUT LIMITED TO A MAX OF 10% OF TOTAL ORDER VALUE WILL BE APPLICABLE	AGREED	NIL		
С	LD CLAUSE		IF NOT AGREED	LOADING @ 10% OF THE BASIC MATERIAL COST		
				LOADING @ (10-X)% OF THE BASIC MATERIAL COST		
	D. GUARANTEE/WARRANTY PERIOD (COMMON FOR INDIGENOUS AND IMPORTS)					
SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS		
	CHARANTEE WARD ANTW	STIPULATED OR REQUIRED GUARANTEE/ WARRANTY	AGREED	NIL		
	GUARANTEE/WARRANTY PERIOD	1	GUARANTEE/WARRANTY(Y)	LOADING @ 10 % OF THE ORDER VALUE PER ANNUM FOR THE REDUCED GUARANTEE PERIOD (X-Y)		

Terms & Conditions of Reverse Auction



Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- 1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 6. Bidders have to submit the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 8. Reverse auction will be conducted on scheduled date & time.
- 9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL standard practice.
- 12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction?, which will be communicated before the Reverse Auction.
- 13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 15. In case BHEL decides to go for reverse auction,
- i) Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid).
- (ii) In case of four qualified bidders, the H1 bidder shall be eliminated, whereas in case of five qualified bidders, HI & H2 bidders shall be eliminated.
- (iii) However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest.
- (iv) Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, provided their bids are within their respective margin of purchase preference (presently 15% for MSEs and 20% for PPP-Mil, or as amended from time to time).
- (v) In case of multiple H1 bidders, all H1 bidders (except MSEs and bidders qualifying under PPP-Mil, Order 2017, who are within the margin of purchase preference) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS

(PLEASE FILL UP THE FORM COMPLETELY IN CAPITAL LETTERS ON YOUR COMPANY LETTERHEAD ONLY)

Vendor Code (to be filled by BHEL)		
Type of Request (Tick one)	NEW	CHANGE
1 Company Name		•
2 Address		
3 City with PIN Code		
4 State		
5 PAN Number		
6 TIN/ VAT No.		
7 CST No.		
8 Service Tax No.		
9 Name of Contact Person		
10 Mobile number		
11 Ph. no. with STD Code		
12 Fax No. with STD Code		
13 Email ID		
14 Website (URL)		
BANK DETAILS FOR EFT / RTGS		
1 Bank Name		
 Bank Name Branch Branch Code Branch Address Branch Phone No Account No. 		
3 Branch Code		
4 Branch Address		
5 Branch Phone No		
6 Account No.		
Account Type: SB/ Current/ other		
(Specify)		
8 MICR Code		
9 IFSC Code		

I, as an authorized representative / owner of the above named company, hereby state as under:

- 1. Enclosed here with a cancelled cheque in support of our company's bank details.
- 2. Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account.
- 3. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- 4. I hereby certify that the particulars given above are true, complete and correct.
- 5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

Date:	
Company	
Seal	

Authorised Signatory Designation :

(Compliance to be submitted on the Bidder's Letterhead) (as applicable) Annexure 144

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

BHEL enquiry ref:	
Our quotation ref:	
No. 1) both bearing no. F.No.6/18/2 insertion of Rule 144 (Xi) in the Gen regarding restrictions on availing/pu	erstood the contents of the office Memorandum & the Order (Public Procurement 2019/PPD of 23 rd July 2020 issued by Ministry of Finance, Government of India on eral Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, rocurement of goods and services, of any Bidder from a country which shares a land acting to contractors from such countries.
with India; I certify that this bidder Competent Authority. I hereby cert	strictions on procurement from a bidder of a country which shares a land border is not from such a country or, if from such a country, has been registered with the ify that this bidder fulfills all requirements in this regard and is eligible to be lence of valid registration by the Competent Authority shall be attached]".
(Note: Non-compliance of above sa bidder(s) shall lead for commercial	id GoI Order and its subsequent amendment, (if any), by any rejection of their bids by BHEL).
For and behalf of (Na	me of the bidder)
(Signature, date & seal of authorize	d signatory of the bidder)