

BHARAT HEAVY ELECTRICALS LIMITED
Tiruchirapalli-620014

List of documents to be submitted

BHEL Enquiry No: RCLSBQ2420

List of documents to be submitted in Part 1 Bid

The following documents with sign and seal are to be submitted in Part-1 bid for techno-commercial terms and conditions evaluation:

1. Pre-Qualification Requirements
2. Scope of supply
3. Drawings
4. Confirmation to terms and conditions
5. Schedule of deviation (in case of any deviation)
6. Enquiry General Terms and Conditions
7. Minimum Local Content Declaration Certificate
8. Udyam Registration Certificate

Document to be submitted in Part 2 Bid

The following excel price sheet to be submitted in Part-2 bid:

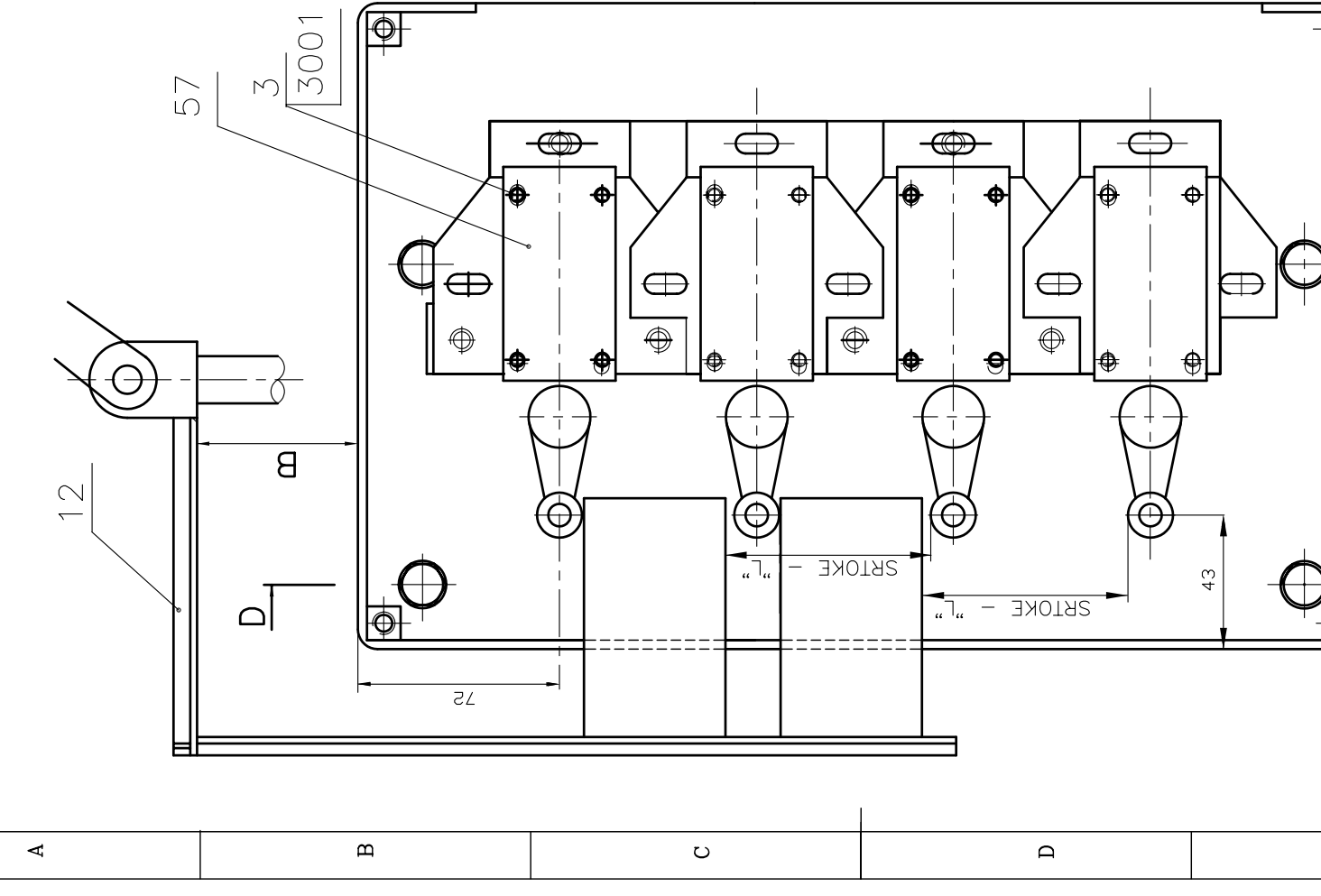
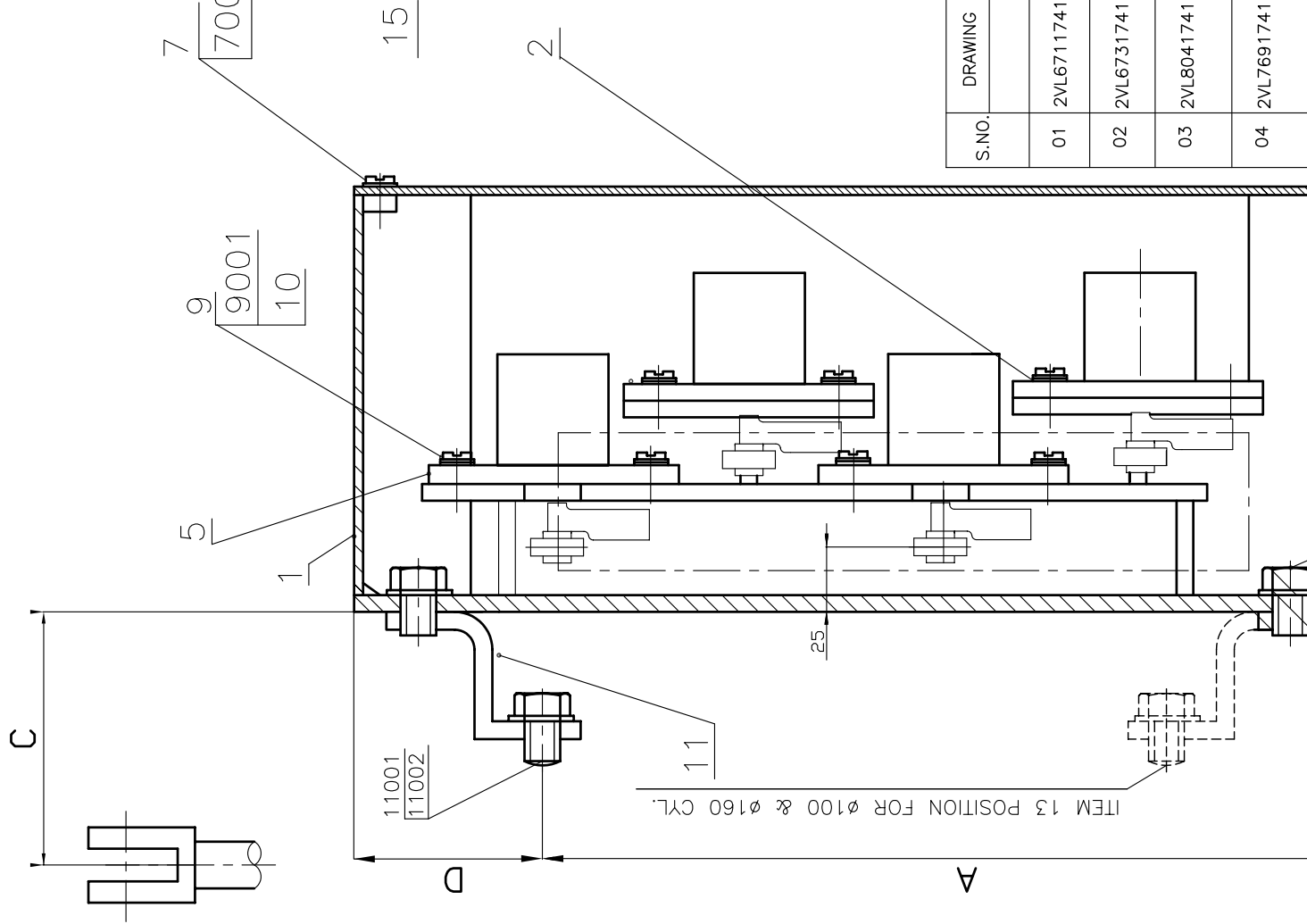
1. Price sheet –BOQ excel sheet

Scope of Supply

Ref: RCLSBQ2420

Group: LSBQN

Item No	Material Code	Material Description	Drawing No/Rev No	Delivery ward No	Quantity (Nos)	Delivery Period from PO date	Supplier's Response (Quoted/not Quoted)
1	964608710000	L S BOX ASSY 250CYL111LHS	2VL67117418/02	36	10	8 Weeks	
2	964608720000	L S BOX ASSY 200CYL111LHS	2VL67317418/02	36	10	8 Weeks	
3	964608800000	L S BOX ASSY 160CYL	2VL73617506/01	36	5	8 Weeks	
4	964608810000	L S BOX ASSY 200CYL	2VL73717506/01	36	15	8 Weeks	
5	964621420000	SENSOR BOX ASSY-LC01	3VLC0128191/00	36	10	8 Weeks	
6	964621460000	TRANSMITTER COVER ASSY-LA01	3VLA0128173/00	36	50	8 Weeks	
7	964621470000	TRANSMITTER COVER ASSY-LA02	3VLA0228173/00	36	15	8 Weeks	
8	964608820000	L S BOX ASSY 250CYL RHS	2VL73917506/01	36	10	8 Weeks	
9	966000870000	S-HOOK	4VUM2027545/00	36	300	8 Weeks	



S.NO.	DRAWING
01	2VL6711741
02	2VL6731741
03	2VL8041741
04	2VL7691741

DRAWING NO.
2-V-0000-17506

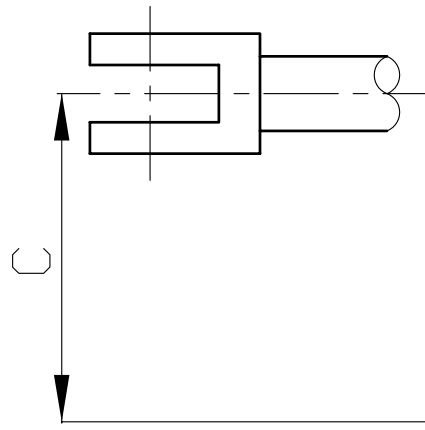
3

2

A

B

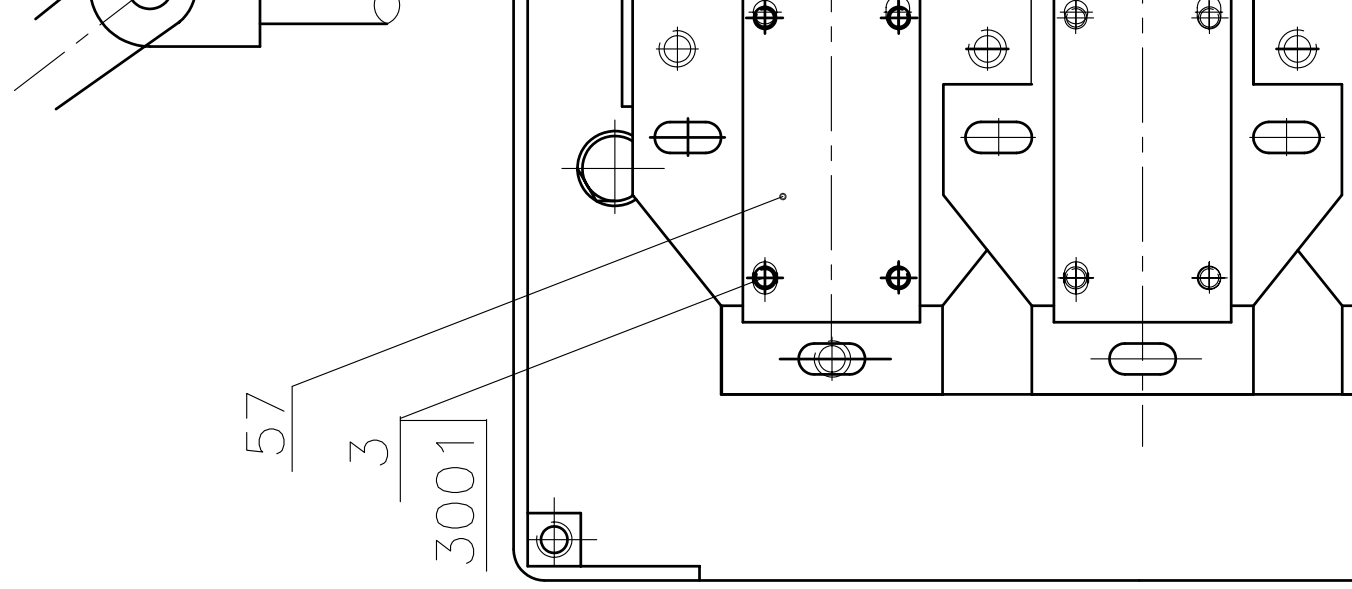
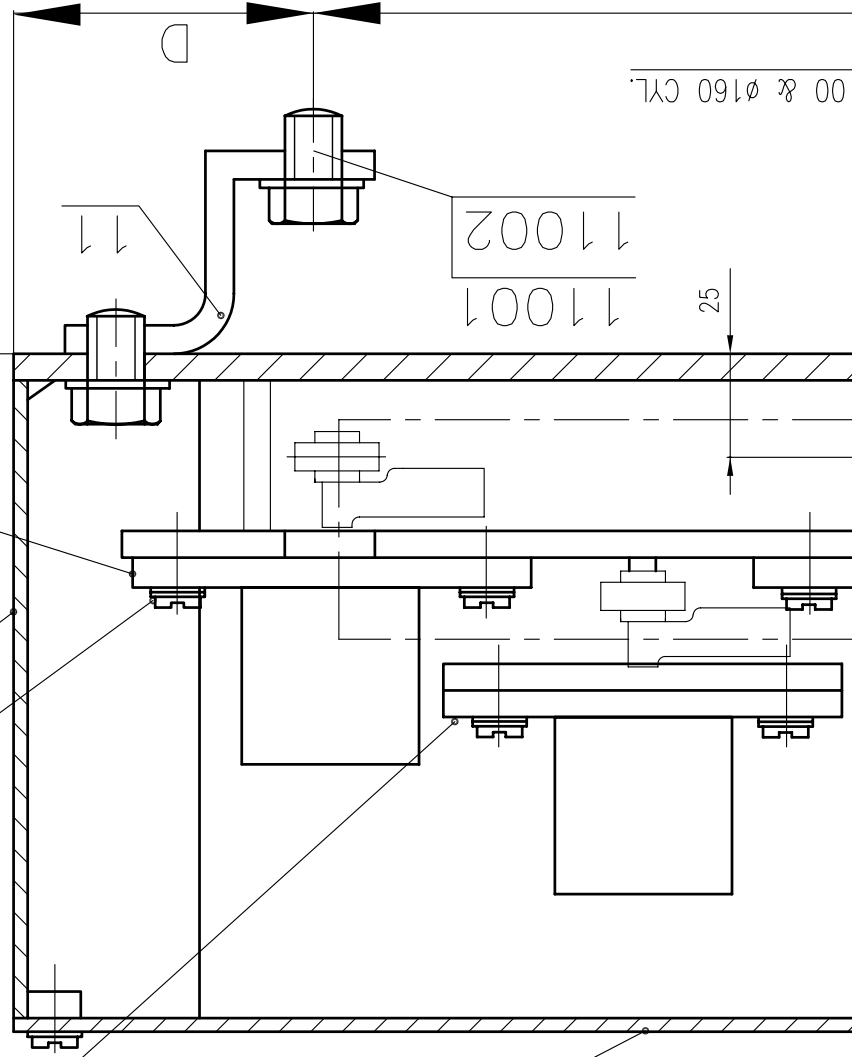
C



9
9001
10

E
15

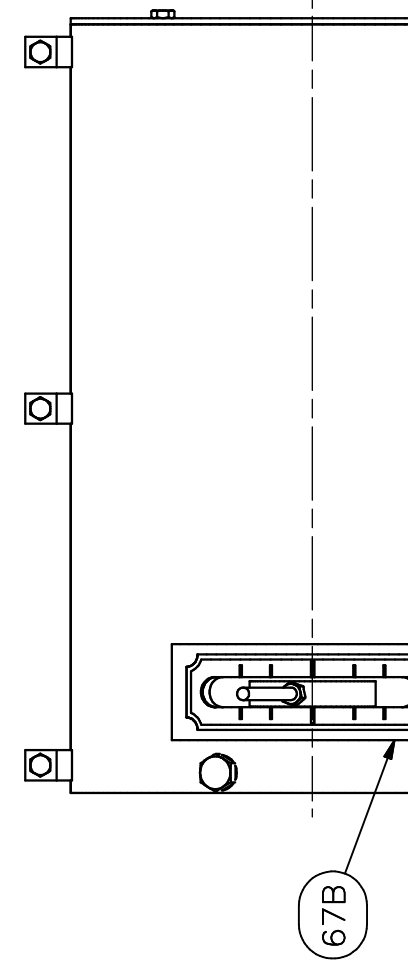
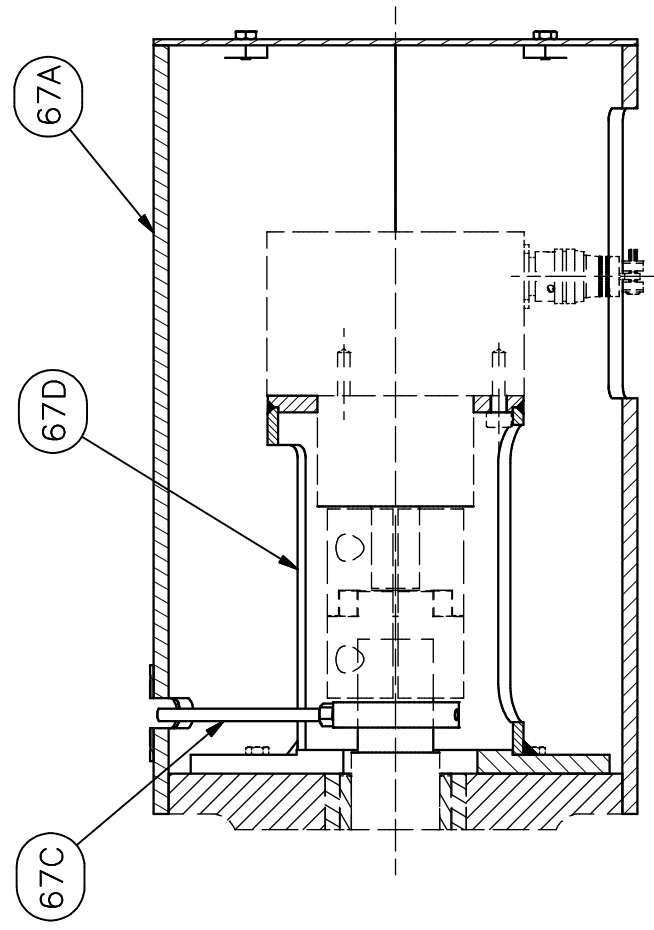
57
3
3001



964621470000-0000-V-Σ

DRAWING NO.

Material Code	Final Assy Drawing No.	Transmitter Box (67A)	Indicator plate (67B)	Position Indicator (67C)	Adaptor (67D)
964621460000	3-V-LA01-28173	2-V-LA01-17752	4-V-LA01-20502	4-V-LA01-20503	2-V-L802-17213
964621470000	3-V-LA02-28173	2-V-LA01-17752	4-V-LA02-20502	4-V-LA01-20503	2-V-L802-17213



NOTES:

1. Objects shown in dashed lines are loose items are
2. Indicator Plate

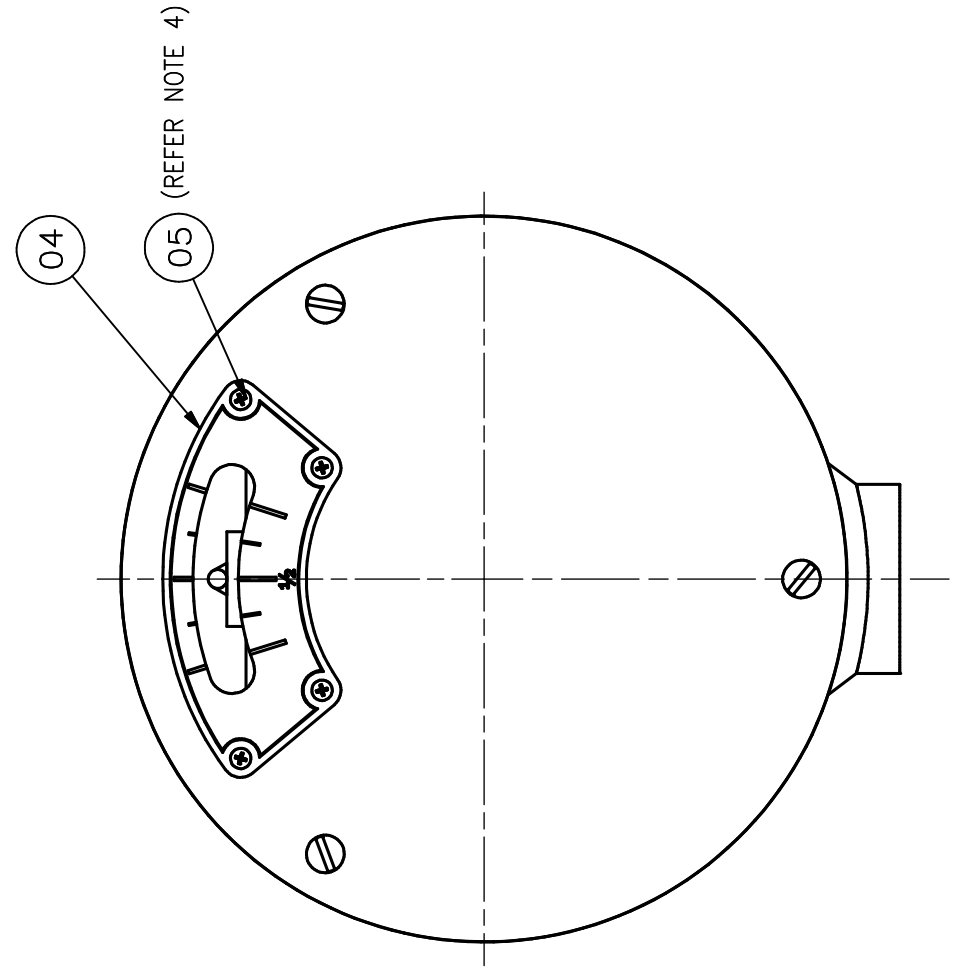
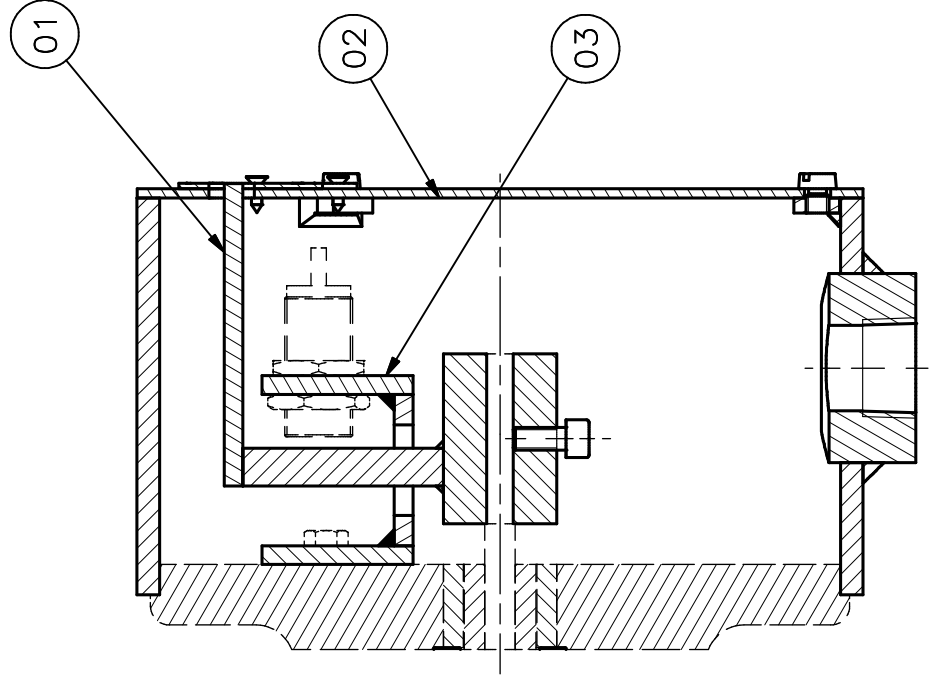
NO	DESCRIPTION	MATL C
OFF		
TYPE OF PRODUCT		

ALL DIMENSIONS ARE IN MILLIMETRES. FOR TOLERANCES OF UNITS

1618Z-0000-A-Σ

DRAWING NO.

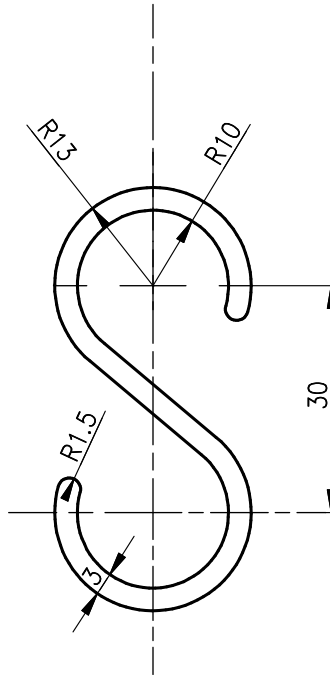
Material Code	Final Assy Drawing No.	Indicator (01)	Cover Box (02)	Mounting Bracket (03)	Indicator Plate (04)
964621420000	3-V-LC01-28191	3-V-LC01-28188	3-V-LC01-28189	3-V-LC01-28190	4-V-LA01-20507
964621440000	3-V-LC02-28191	3-V-LC02-28193	3-V-LC01-28189	3-V-LC01-28190	4-V-LA02-20508



NO	DESCRIPTION	MATL C	TYPE OF PRODUCT
OFF			


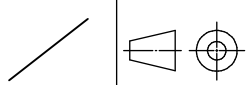
CAUTION: The information on this document is the property of BHARAT HEAVY ELECTRICALS LTD. It must not be used directly or indirectly in any way detrimental to the interest of the company.


DCP No.	ALTD:	APPD:
	CHD:	DT:
REV		
ZONE		



Note:

1. Material shall be any commercial Grade of Stainless steel.
2. Dimensions may be relaxed slightly in case any standard Material available with confirmation from BHEL.

	S-HOOK	-	Stainless steel	-	-	-	-	-	-
SR. NO.	DESCRIPTION	MATL CODE	MATL SPECN	HEAT TREATMENT	SCRAP SORT	NET WT (kg)	GROSS WT (kg)	DRAWING No COMP. CODE	ITEM No
 BHARAT HEAVY ELECTRICALS LTD. UNIT: HIGH PRESSURE BOILER PLANT. TIRUCHIRAPALLI 620014.					DRN	NAME S.Madhuram	SIGN	DATE 01.03.22	NO. OF VAR
					CHD	Mukesh Kumar		01.03.22	-
					APPD	S.Satheeskumar		01.03.22	
DEPT VL		SCALE	WEIGHT (KG).	REFERENCE INFORMATION				NO. OF ITEMS	
CODE 320		NTS	0.010	Comp.Code:966000870000				-	

TITLE	S-HOOK	CARD CODE	DRAWING NO.	RE
			4-V-UM20-27545	



BHARAT HEAVY ELECTRICALS LTD
VALVES PURCHASE
Trichy - 620 014, India
GENERAL TERMS AND CONDITIONS



Enquiry Reference: RCLSBQ2420

Vendor Name :

Quotation Reference No. and Date:

No	COMMERCIAL TERMS & CONDITION	VENDOR CONFIRMATION
1	Rate Contract: This is an enquiry for the finalization of a Rate Contract (RC) for a period as mentioned in 'Validity of offer' below. The quantities mentioned in the enquiry are indicative for the entire RC period. Purchase Orders will NOT be issued for the entire quantum in one lot, whereas POs will be released on a time to time basis during the RC period, based on actual requirement.	
2	Pre-Qualification Requirement Vendor to furnish records of previous supplies of same or items of similar nature to BHEL or other customers.	
3	Vendor should give confirmation to BHEL's Technical Specification. To fulfil this criteria vendor shall submit the specification duly sealed and signed. If there is no deviation vendor should indicate "No Deviation" . Any deviations from the specification are to be furnished separately as "Schedule of Deviation".	
4	The offer has to be submitted as a Two-part bid (Techno-commercial & Price bid)	
5	The tender will be finalized on Item wise basis	
6	MSE Status Vendor shall provide the MSE status and submit Udyam Registration Certificate.	
7	Terms of Payment: a) Indigenous Supplier (Non-MSME): 100% direct EFT payment on 90th day from date of acceptance of material. b) Indigenous Supplier (Medium Enterprise): 100% direct EFT payment on 60th day from date of acceptance of material. c) Indigenous Supplier (MSE): Payment will be as per MSMED Act, 2006 i.e. 100% direct EFT payment on 45th day from date of acceptance of material	
8	Delivery Terms: Prices shall be quoted on "FIRM PRICE" basis only. FOR BHEL Trichy inclusive of freight, packing and forwarding and insurance	
9	Validity of Offer: Prices should be valid for 9 months from the date of finalisation of the rate contract or 12 months from the date of part-1 bid opening , whichever is earlier.	
10	Delivery period: Delivery period should be 8 Weeks from the date of purchase order. Any other delivery period is not acceptable.	



BHARAT HEAVY ELECTRICALS LTD

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



Enquiry Reference: RCLSBQ2420

No	COMMERCIAL TERMS & CONDITION	VENDOR CONFIRMATION
11	Liquidated Damage: Liquidated damages shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the contract value of delayed quantity.	
12	Risk Purchase: Risk purchase penalties as per clause 5 of general terms and conditions is applicable for this enquiry. Non acceptance to risk purchase clause the offer is liable for rejection.	
13	Guarantee Clause: 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. Any warranty replacement during warranty period shall be supplied free of charge on FOR Site basis/destination specified by BHEL	
14	MII Status Preference to Make In India products: Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class -I local supplier is 50% and to qualify as a Class- II local supplier is 20%. If the bidder wants to avail the Purchase preference, the vendor must upload a certificate regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.	
15	Performance Bank Guarantee: Performance Bank Guarantee is not applicable for this enquiry	
16	Counter-offering Counter-offering is not applicable for this enquiry.	
17	Integrity Pact Integrity pact is not applicable for this enquiry	

Name:

Seal and Signature of authorised signatory



BHARAT HEAVY ELECTRICALS LTD

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

Enquiry Reference: **RCLSBQ2420**

1. QUOTATIONS:

- a. **BID system:** 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.
- 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://eprocarebhel.co.in/>

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.

- c. **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.
- d. **PVC:** Price Variation clause not acceptable. Prices should be firm.
- e. **Catalogue:** Manufacturer's name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation.
- f. **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.
- g. **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.
- h. **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.
- i. **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:**
 - Indigenous Supplier (Non-MSME): 100% direct EFT payment on 90th day from date of acceptance of material.
 - Indigenous Supplier (Medium Enterprise): 100% direct EFT payment on 60th day from date of acceptance of material.
 - Indigenous Supplier (MSE): Payment will be as per MSMED Act, 2006 i.e 100% direct EFT payment on 45th day from date of acceptance of material.
- b. **Liquidated Damage:** Liquidated damages 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.
- c. 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.
- d. **Delivery Terms:**
 - For Indigenous Suppliers: FOR BHEL Trichy inclusive of freight, packing & forwarding charges and insurance
 - For Foreign Suppliers: CFR/CIF Chennai seaport as per Incoterms 2010.
- e. **Validity of Offer:** Prices should be fixed and should be valid for period as mentioned in the "Confirmation to the Terms and Conditions" attached.
- f. **Delivery period:** Delivery schedule will be as mentioned in the "Confirmation to the Terms and Conditions" attached.
- 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.



BHARAT HEAVY ELECTRICALS LTD

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

Enquiry Reference: **RCLSBQ2420**

- 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.
- 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. Response to Tenders for Indigen supplier/Vendor will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the Vendor is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Vendor under composition scheme should declare that he is a composition Vendor supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- b. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- c. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - i. Vendor declaring such invoice in Form GST ANX-1
 - ii. Receipt of Goods or Services and Tax invoice by BHEL
- d. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- e. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoice raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- f. 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.
- g. All documents like Test Certificate, LR copy, 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.
- h. In case of discrepancy in the data uploaded by the 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 or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- i. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to



BHARAT HEAVY ELECTRICALS LTD

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

Enquiry Reference: **RCLSBQ2420**

- the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.
- j. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this, debit note will be issued by BHEL indicating the respective supply invoice number.
 - k. In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
 - l. Duplicate copy of the Invoice meant for the transporter should accompany the material as stipulated under CE Rules 52A and 172C OR 57CE.
 - m. TDS on GST shall be applicable as per the GST Act.
 - n. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
 - o. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
 - p. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.
 - q. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.

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

- a. 25% of the tendered quantity is earmarked for MSE suppliers in this tender.
- b. If L1 vendor (or) Counter offer accepted vendor/s is from a Micro / Small enterprise which put together covers 25% of the total tendered quantum, the 25% earmarking provision is not applicable.
- c. 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.
- d. 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.
- e. 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, provided the available quantum can be split.
- f. In a tender where both MSE and Non-MSE Vendors have participated and non-MSE Vendor has become the lowest bidder and the quantum envisaged in the tender cannot be split, then the MSE vendor will be given preference for ordering the available quantum provided the MSE vendor quoted price is within L1 + 15%, and if the MSE vendor accepts the L1 rate.
- g. 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).



BHARAT HEAVY ELECTRICALS LTD

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

Enquiry Reference: **RCLSBQ2420**

(or)

The vendor submits along with offer, a copy of the Udyam Registration Certificate.

(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.

h. Definitions of MSEs owned by SC/ST is under:

- i. In case of proprietorship firm, proprietor must be SC/ST.
- ii. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- iv. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

i. Authorized to Issue SC/ST certificate:

- i. District Magistrate/Additional District Magistrate/Collector/Deputy commissioner/Additional Deputy Commissioner/Deputy collector/1st class stipendiary magistrate/Sub divisional Magistrate/Taluka Magistrate/Executive magistrate/Extra Assistant commissioner.
- ii. Chief Presidency magistrate/Additional chief presidency magistrate/Presidency magistrate.
- iii. Revenue Officer not below the rank of tehsildar.
- iv. Sub-Divisional officer of the area where the individual and / or his family normally resides.

j. To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

k. Payment for MSE vendors will be as per MSMED Act, 2006.

5. RISK PURCHASE PENALTIES

- a.** In case of delay in delivery beyond PO delivery /mutually agreed delivery, or vendor fails /refuses to complete the PO as per terms, or insufficient facilities at vendor's works to execute a PO, BHEL has the right to get the items ordered elsewhere at the risk and cost of the vendor with notice to the vendor and the additional expenditure / difference in cost, if any, including consequential cost shall be recovered from the defaulted vendor. Also, in such case of withdrawal of orders, BHEL shall recover the additional expenditure / difference from vendor by adjusting against amount due to vendor and/or by invoking the BG and/or by any other suitable means as decided by BHEL. In addition, BHEL may recover from the defaulter vendor any loss to BHEL arising due to withdrawal of orders in such case, and action shall be taken as per latest revision of BHEL Guidelines for Suspension of Business dealings with Suppliers / Contractors.
- b.** BHEL has the right to divert/cancel the order if the vendor has not procured minimum 50% of the quantity of raw materials within 60 days from PO date. Purchase order placed on steel mills and with proper payment voucher/proof will be considered for not cancelling the PO by BHEL. The submission of data by vendor for DB clearance by BHEL/QC shall be the proof of procurement. This is to avoid delay in project schedule due to delay in raw material procurement by vendors. In case the vendor fails to procure at least 50% of the quantity of raw materials within 60 days from PO date, BHEL has the right to get the items ordered elsewhere at the risk and cost of the defaulting Vendor and the additional expenditure / difference in cost, if any, including consequential cost shall be recovered from the defaulting Vendor and action shall be taken as per latest revision of BHEL Guidelines for Suspension of Business dealings with Suppliers / Contractors and SEARP.
- c.** The defaulted vendor shall be liable for any loss, which BHEL may sustain by reason of such risk purchases in addition to liquidated damages as mentioned under LD clause.
- d.** Vendors pending payments shall be withheld to cover the liabilities of BHEL towards risk purchase, if any.
- e.** Reasons like power cut, labour issues, machine break down, etc. which are controllable by the sub-contractor shall not be accepted as reason for delay for delivery extension purposes.
- f.** If PO delivery needs to be extended for reason attributable to BHEL, vendor may request BHEL in writing for delivery extension with justifications within 15 days from date of PO closure and before invoice.
- g.** Process of calculating the risk and cost amount is as follows:
$$\text{Risk \& Cost Amount} = (A \times B) + (A \times C / 100)$$



BHARAT HEAVY ELECTRICALS LTD

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

Enquiry Reference: **RCLSBQ2420**

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

- h.** Vendors are cautioned that, withdrawal after price bid opening or after contract signing or PO/LOI acceptance will be construed as tampering with BHEL's tender process. Suitable action for suspension of further business with the vendor may be taken as per BHEL corporate procedures.
- i.** Abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/vender.php (Guidelines for suspension of business dealings with suppliers/ contractors).

6. 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 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.** 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.
- k.** 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.



BHARAT HEAVY ELECTRICALS LTD

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

Enquiry Reference: **RCLSBQ2420**

1. Conflict of interest among bidders:

A bidder shall not have a 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/ sub-assembly/ 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.

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.



BHARAT HEAVY ELECTRICALS LTD

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

Enquiry Reference: **RCLSBQ2420**

- i. Bidders qualified for part I will be intimated for participating in priced bid opening.
- 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.

Foreign 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 - Foreign 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.

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,
 - a. In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from respective L1 bidders.
 - b. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidders(s) or their representative(s).
 - c. Ranking will be done accordingly, BHEL's decision in such situation shall be final and binding.

Note:

All clarifications / issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below

(1)
S Suresh
Manager
Valves Purchase
24 Building, 3rd Floor,
BHEL, Trichy-620014
+91 431 2578668
suresh.s@bhel.in

(2)
Ajay Kumar Gupta
AGM
Valves Purchase
24 Building, 3rd Floor,
BHEL, Trichy-620014
+91 431 2578156
ajaykumar.gupta@bhel.in

Declaration

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we,
(supplier name) are local supplier meeting requirement of minimum local content (----%) defined in as above orders for the following Enquiry SI Nos of BHEL Enquiry No **RCLSBQ2420**

- Mention Enquiry SI Nos –

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

.....

.....

By issuing this declaration, we understand and are in acceptance to the following-

- False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- In case of debarment by any procuring entity for violation of the provisions of the Public Procurement (Preference to Make in India), Order 2017 we shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, the debarment takes effect prospectively from the date of uploading on the website(s) of The Department of Expenditure, GOI in such a manner that ongoing procurements are not disrupted.
- We undertake the onus of responsibility of submission of appropriately certified documents. We understand that BHEL is not at liability to verify the contents and will not be responsible for the declaration made by us. However, in case BHEL has any reason to doubt the authenticity of the local content, BHEL reserves the right to obtain the complete back up calculations before award of contract and we are liable to submit the same if requested by BHEL. We also understand that our bid is liable for rejection in case we fail to submit the details as requested by BHEL.