

## **TENDER DETAILS**

**ENQUIRY NO. - E5143085, DUE ON 03-08-2024.**

### **Description:**

**Item-1: RATE CONTRACT FOR HYBRID BEARING SET (IMPORTED) CONSISTING OF 1 NO. EACH OF "HYBRID CYLINDRICAL ROLLER BEARINGS WITH INSULATED ROLLERS TYPE NU1014 M ECMR/HC5C4S0 AND HYBRID BALL BEARINGS WITH INSULATED BALLS TYPE 6214 M/HC5C4S0" OR EQUIVALENT.**

**TENDER QTY.: 1024 ST (Sets)**

**DELIVERY REQUIREMENT** - RATE CONTRACT IS PROPOSED TO BE FINALIZED ON TWO SOURCES. FOR THE 1<sup>st</sup> LOT OF 128 SETS (CUMULATIVE I.E. QUANTITY FROM BOTH VENDORS I.E. 83 SETS AND 45 SETS FROM L-1 VENDOR AND VENDOR ACCEPTING L-1 PRICE RESPECTIVELY OR ENTIRE 128 SETS FROM SINGLE VENDOR AS PER RESPECTIVE PROPORTION OF QUANTITY ALLOTTED) SCHED.DELY.DT.SHALL BE WITHIN 90 DAYS FROM THE PO DT. & THEREAFTER FOR EACH SUBSQT.LOT OF 128 SETS (CUMULATIVE I.E. QUANTITY FROM BOTH VENDORS I.E. 83 SETS AND 45 SETS FROM L-1 VENDOR AND VENDOR ACCEPTING L-1 PRICE RESPECTIVELY OR ENTIRE 128 SETS FROM SINGLE VENDOR AS PER RESPECTIVE PROPORTION OF QUANTITY ALLOTTED) SCHED.DELY.DT.SHALL BE WITHIN 60 DAYS FROM THE SCHED. DELY.DT.OF THE PREV.LOT. LD WILL BE APPLICABLE ON UNDELIVERED QTY.OF LOT.

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**IT IS HEREBY MENTIONED THAT THIS IS E-TENDER SO OFFER SUBMITTED THROUGH E-PROCUREMENT PORTAL ([www.eprocurebhel.co.in](http://www.eprocurebhel.co.in)) SHALL ONLY BE CONSIDERED.**

**NOTE: ALL THE TERMS OF SUBJECT TENDER SHALL BE IN ACCORDANCE WITH "GENERAL TERMS AND CONDITIONS TO ENQUIRY BP 200102A". VENDORS ARE REQUIRED TO COMPLY AFORESAID ENQUIRY TERMS OF BHEL.**

**1) RATE CONTRACT TERMS:** WE INTEND TO ENTER INTO RATE CONTRACT FOR ORDERING UPTO 12 MONTHS FROM RC FREEZING DATE FOR ORDERING.

**2) NO. OF BID PARTS:** 2 (TWO)

**3) DELIVERY TERMS: FOR INDIAN BIDDERS:** "FOR DESTINATION " means freight & insurance up to destination in supplier's scope (Destination: CRX Divn, BHEL Bhopal).

**ONLY FOR FOREIGN BIDDERS:** CFR/ CIF (IN CASE OF CFR/ CIF TERMS, PLEASE MENTION CFR/ CIF (PORT NAME)).

**4) DELIVERY AT:** CRX, BHEL, BHOPAL- 462022

**5) VALIDITY OF OFFER:** 90 DAYS FROM TECHNICAL BID OPENING DATE

**6) PRICE BASIS:** FIRM

**7) BHEL STANDARD PAYMENT TERMS:**

**Indigenous:** 100% payment in 90 days of receipt (45 days for MSE including NSIC/ Udyog Aadhar/Udyam registered suppliers as per relevant act in force) of material, subject to acceptance of material at BHEL, on direct presentation of the documents.

In case of despatch of material to site directly, payment as per above terms shall be made from the date of received LR.

Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.

**Foreign:** 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB.

In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days.

#### **8) Delivery Schedule / LD applicability.**

**Subject to force Majeure condition:** Penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value.

However, in case of Capital Machine / BOP where staggered deliveries may be applicable, the penalty will be levied on total order value.

**Foreign Bidders-** The date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery.

**Indigenous Bidders-** LR date in case of ex-works and UMID in case of FOR destination shall be taken as actual date of delivery.

**9) INSPECTION CONDITION:** AT BHEL

**10) SUPPLY CONDITION:** IDENTIFICATION MUST

**11) TECHNICAL CONDITION:** AS PER TENDER & PQR TME/PQR/IM3004/Bearings rev.02 Dt. 05.07.2024

**12) GUARANTEE CERTIFICATE:** YES

**13) TEST CERTIFICATE:** YES

**14) SAMPLE:** NO

**15) TOOLS / GAUGES / FIXTURES CONDITION:** NA

**16) EVALUATION CRITERIA:** OVERALL L-1 BASIS

**17) SPLITTING OF ORDER:** YES

RATE CONTRACT TO BE FINALIZED ON TWO SOURCES WITH QUANTITY DISTRIBUTION RATIO OF 65% & 35% TO L-1 VENDOR AND THE OTHER BIDDER ACCEPTING L-1 RATES RESPECTIVELY, SUBJECT TO MINIMUM 3 QUALIFIED BIDDERS. FOR ASCERTAINING BIDDER FOR 35% QUANTITY, HESG EQUIVALENT RATES OF L-1 BIDDER WILL BE SEQUENTIALLY COUNTER-OFFERED TO L-2, L-3 AND SO ON BIDDER UNTILL ANY BIDDER ACCEPTS THE SAME. IN CASE OF ONLY 2 QUALIFIED BIDDERS, BHEL RESERVES THE RIGHT FOR DISTRIBUTION/ NON DISTRIBUTION BETWEEN 2 BIDDERS. IN CASE OF ONLY ONE QUALIFIED BIDDER OR IN CASE NO BIDDER AGREES TO ACCEPT THE COUNTER OFFERED HESG EQUIVALENT RATES OF L-1, BHEL MAY DECIDE TO AWARD ENTIRE 100% QUANTITY TO L-1 BIDDER. DISTRIBUTION IN COMPLIANCE WITH LATEST GUIDELINES FOR MSE AND MII WILL ALSO BE FOLLOWED FURTHER.

**18) TENDER FEE:** NOT APPLICABLE

**19) REVERSE AUCTION:** YES

It is declared upfront that Enquiry No. E5143085 shall be subjected to Reverse Auction (RA). Bidders may kindly note the Reverse Auction (RA) field as mentioned and asked for in enquiry template & ensure to proceed with choosing "YES" against same when asked during submission of their offer to give their acceptance for participation in RA.

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno- commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

**20) EVALUATION CURRENCY:** THE EVALUATION CURRENCY FOR THIS TENDER SHALL BE INR.

EXCHANGE RATE (TT SELLING RATE OF STATE BANK OF INDIA) APPLICABLE ON THE DATE OF PART-I BID OPENING SHALL BE CONSIDERED FOR EVALUATION OF FOREIGN BIDS.

**21) QTY. VARIATION:** NIL

**22) QAP:** NOT APPLICABLE.

**23) ADDITIONAL TENDER REMARKS:**

ENQUIRY IS FOR RATE CONTRACT WHICH IS TO BE KEPT VALID FOR ORDERING UPTO 12 MONTHS FROM RC FREEZING DATE. ORDERING WILL BE DONE AGAINST FIRM REQUIREMENT AS & WHEN NEEDED AND RC MAY BE CLOSED AT ANY TIME WITHOUT ASSIGNING REASONS WHATSOEVER IT MAY BE.

SUBMIT YOUR TENDER IN TWO PART BID ON FIRM PRICE BASIS.

ANNEXURE-IX OF NIT TO BE DULY FILLED / SIGNED & SHOULD FORM PART OF TECHNO-COMMERCIAL OFFER.

SPECIAL / GENERAL TERMS & CONDITIONS OF ENQUIRY, RA TERMS AND CONDITIONS AS PER NEW GUIDELINES, PQR ETC. ARE ENCLOSED.

UNREGISTERED VENDORS ARE REQUESTED TO SUBMIT THE REQUISITE DOCUMENTS FOR REGISTRATION BY BHEL ONLINE REGISTRATION PORTAL (<https://supplier.bhel.in>).

**SPECIAL CONDITIONS OF NIT:**

**1.** For this procurement, Public Procurement (Preference to Make in India) Order (PPP-MII Order), 2017 vide No. P-45021/2/2017-B.E.-II dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 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.

**2. Technical Pre-Qualification Requirements (PQR) for procurement of Item:** is attached as a part of NIT. The same is to be followed and complied with. Duly filled PQR shall be submitted along with the offer along with desired documents as per PQR.

**3. FINANCIAL PQR IS APPLICABLE:** Average Turnover of the bidders for last three financial year ending 31/03/23 (In case of foreign bidders corresponding financial year adopted) shall be equivalent to Rs 75,00,000/-. TT selling Exchange rate as on tender due date shall be considered for the purpose of conversion in case of foreign bidders.

**Indigenous Bidders** -Audited P&L and Balance sheet of above mentioned Three Financial Year last Three Financial Year to be submitted.

**Foreign bidders**- Audited P&L and Balance sheet of above mentioned Three Financial Year Or Business Information Report (BIR) by D&B specifying turnover of above mentioned Three Financial Year or Turnover above mentioned Three Financial Year duly certified by their statutory auditors to be submitted.

**4. DULY FILLED INTEGRITY PACT FORMAT:** SHALL BE SUBMITTED ALONG WITH THE OFFER

**5. Offers of suppliers who are in 'Hold/Banned' status in BHEL Bhopal PMD** shall not be considered.

## 6. Integrity Pact (IP): Applicable

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, 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.

1. Shri Otem Dai, IAS (Retd.) - iem1@bhel.in
2. Shri Bishwamitra Pandey, IRAS (Retd.) – iem2@bhel.in
3. Shri Mukesh Mittal, IRS (Retd.) – iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with 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.

(c) Please refer Section-8 of IP for Role 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 clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

**Details of contact person(s):**

**(1)**

Name: Deependra Pandey [Manager]  
Deptt : MNX  
Address: EW, GF, Annexe Block – 9,  
BHEL, Bhopal - 462022  
Phone: (Landline/ Mobile)  
0755 – 2505014 / 9425018771  
Email: dpandey@bhel.in

**(2)**

Name: GAURAV KUMAR KATIYAR [SR. Manager]  
Deptt: MNX  
Address: EW, GF, Annexe Block – 9,  
BHEL, Bhopal - 462022  
Phone: (Landline/ Mobile)  
0755 – 2505166 / 9406903415  
Email: gauravkatiyar@bhel.in

7. ANY DEVIATION OF GTC BP200102A (GENERAL TERMS & CONDITIONS OF ENQUIRY ATTACHED) WHERE VENDOR RESPONSE IS NOT AFFIRMATIVE TO BE CLEARLY INDICATED, ELSE BHEL WILL CONSIDER THAT ALL THE TERMS & CONDITIONS OF GTCBP200102 ARE ACCEPTABLE TO VENDORS.

**8. IDENTIFICATION MUST AS PER TENDER TECHNICAL (DRAWING, SPECIFICATION ETC.) TERMS. REJECTION CLAUSE APPLICABLE AS PER GTC BP 200102A.**

**9. EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER:**

IN THE COURSE OF EVALUATION, IF MORE THAN ONE BIDDER HAPPENS TO OCCUPY L-1 STATUS, EFFECTIVE L-1 WILL BE DECIDED BY SOLICITING DISCOUNTS FROM THE RESPECTIVE L-1 BIDDERS.

IN CASE MORE THAN ONE BIDDER HAPPENS TO OCCUPY THE L-1 STATUS EVEN AFTER SOLICITING DISCOUNTS, THE L-1 BIDDER SHALL BE DECIDED BY A TOSS / DRAW OF LOTS, IN THE PRESENCE OF THE RESPECTIVE L-1 BIDDER(S) OR THEIR REPRESENTATIVE(S).

RANKING WILL BE DONE ACCORDINGLY. DECISION OF BHEL IN SUCH SITUATIONS SHALL BE FINAL AND BINDING.

**10. 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.

**11. No request for extension of tender due date will be entertained after due date and time of tender opening under any circumstances. Hence all vendors are requested to submit their bid well within due date and time only.**

**12. The bidder / supplier / contractor will, when presenting his bid, declare whether other family firms or sister concern affiliates / subsidiary firms are participating in the same tender, so as to eliminate the possibility of cartel formation. Format for declaration is available in the NIT documents for this enquiry.**

**13. For this procurement, Public Procurement (Preference to Make in India) Order (PPP-MII Order), 2017 vide No. P-45021/2/2017-B.E.-II dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 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 preference and / or local content in respect of this procurement, same shall be applicable.

**14. Vendors to also inform:**

- a. Self-certification of Minimum Local content if more than 50%: Yes / No.
- b. Spell out details of location of value addition.

Bidders or successors can be debarred for false declarations for up to 2 years. Debarred suppliers not eligible for preference in any other procuring entity.

IN CASE OF TENDERS WORTH MORE THAN RS. 10 CRORES, SUPPLIERS SHALL NECESSARILY SUBMIT CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OR COST ACCOUNTANT OR CA FOR GIVING % OF LOCAL CONTENT CERTIFICATE TO CERTIFY THAT MINIMUM LOCAL CONTENT MORE THAN 50%: YES/ NO & SHALL SPELL OUT DETAILS OF LOCATION OF VALUE ADDITION. IT SHALL BE AS PER STANDARD ATTACHED FORMAT ONLY.

**15.** Margin of purchase preference to make in India is 20% as per Govt. of India Order No. P-45021/2/2017-BE-II DTD 15.06.17, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry. Suppliers to comply & take a note of the same.

**16.** For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local Supplier / Non-Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case 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.

**17. FRAUD PREVENTION POLICY:** THE BIDDER ALONG WITH ITS ASSOCIATE / COLLABORATORS / SUB-CONTRACTORS / SUBVENDORS / CONSULTANTS / SERVICE PROVIDERS SHALL STRICTLY ADHERE TO BHEL FRAUD PREVENTION POLICY DISPLAYED ON BHEL WEBSITE [HTTP://WWW.BHEL.COM](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. BHEL CONCILIATION SCHEME SHALL BE APPLICABLE.

**18. GST TDS CLAUSE:** VIDE NOTIFICATION NO. 50/2018 DATED 13.09.18, SECTION 51 CGST HAS BEEN IMPLEMENTED BY CBIC WHICH PROVIDES FOR GST TDS @ 2% (IGST 2% OR CGST 1% + SGST 1%) & SHALL BE APPLICABLE WHERE CONTRACT VALUE IS MORE THAN RS. 2.5 LAKHS & SUPPLIER IS REGISTERED UNDER GST. TDS RETURN SHALL BE FILED AND TDS CERTIFICATES SHALL BE ISSUED BY BHEL AS PER APPLICABLE PROVISIONS. AS PER SEC 51 OF CGST ACT READ WITH NOTIFICATION 50 OF CENTRAL TAX DATED 13TH SEP 2018, TDS SO DEDUCTED SHALL BE REFLECTED ON THE GST PORTAL OF THE VENDOR / CONTRACTOR. IT SHALL BE AS PER PREVAILING GOVERNMENT NORMS AS APPLICABLE.

**19. Tax and Duties:**

The offered prices in case of foreign bidders shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.

Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances and Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits).

GST/ Income Tax TDS applicable as per Law shall be deducted.

Indian Bidders-Bidders to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law.

Vendor to ensure compliance to timely filing of monthly GST return. GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.

**20: DOCUMENTS FOR FOREIGN BIDDER:** 1. SELLER SHALL SEND 1 SET OF ORIGINAL NEGOTIABLE DOCUMENTS COMPRISING OF BILL OF LADING/AWB, INVOICE & PAKCING LIST, IN ENGLISH, WITHIN 7 DAYS OF B/L DATE / 1 DAY OF AWB DATE BY BY DHL/COURIER AND ALSO SHARE DOCUMENTS THROUGH EMAIL TO [FIN\\_FP.BPL@BHEL.IN](mailto:FIN_FP.BPL@BHEL.IN) & [MMFE.BPL@BHEL.IN](mailto:MMFE.BPL@BHEL.IN) & [MSAIR@BHEL.IN](mailto:MSAIR@BHEL.IN) & [MSSEA@BHEL.IN](mailto:MSSEA@BHEL.IN) WITHIN 1 DAYS OF DISPATCH.

2. ONE ORIGINAL NEGOTIABLE SET OF CLEAN ON BOARD FREIGHT PREPAID (IN CASE OF CIF/CIP/CFR) / TO PAY (IN CASE OF EX-WORKS/FOB/FCA) COMBINED TRANSPORT BILL OF LADING/AWB SHOWING BENEFICIARY AS SHIPPER AND GOVT.OF INDIA ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL AS CONSIGNEE AND NOTIFY: BHEL ROD MUMBAI, 14TH FLOOR. WORLD TRADE CENTRE-1, CUFFE PARADE COLABA, MUMBAI 400005 INDIA. PHONE NO +91 22 22171345/22171346/22171370

3. ONE SET OF ORIGINAL NEGOTIABLE INVOICE AND PACKING LIST INDICATING CONTAINER-WISE GROSS WEIGHT, NET WEIGHT, CBM VOLUME, NO. OF PACKAGES WITH DIMENSIONS OF EACH PACKAGE.

4. ORIGINAL CERTIFICATE OF COUNTRY OF ORIGIN (COO) ISSUED BY CHAMBER OF COMMERCE.

5. ORIGINAL ONE SET OF ORIGINAL TEST CERTIFICATE / CERTIFICATE OF CONFORMINTY / INSPECTION CERTIFICATE/ THIRD PARTY INSPECTION CERTIFICATE / CALIBRATION CERTIFICATE, ETC AS APPLICABLE, IS TO BE SUBMITTED BY SELLER. IF SELLER AND OEM AND DIFFERENT, THEN TEST CERTIFICATE/ CALIBRATION CERTIFICATE/THIRD PARTY INSPECTION CERTIFICATE, ETC AS APPLICABLE, FROM OEM WILL BE ALSO BE SUBMITTED BY SELLER. O&M MANUAL WHERE CALLED FOR, SHALL BE SUBMITTED BY SELLER.
6. SELLER'S DECLARATION THAT WOOD- PACKING MATERIAL USED IN PACKING IS IN ACCORDANCE WITH IPPC STANDARD ISPM NO.15 AND HAS BEEN LABELLED COMPLIANT WITH IPPC MARK BY MANUFACTURERS OR BENEFICIARY'S DECLARATION THAT WOOD- PACKING MATERIAL HAS NOT BEEN USED PACKING OF THE GOODS.
7. PRE DISPATCH CLEARANCE ISSUED BY BHEL REFERENCING ORIGINAL TEST CERTIFICATE / CERTIFICATE OF CONFORMITY / INSPECTION CERTIFICATE / THIRD PARTY INSPECTION CERTIFICATE / CALIBRATION CERTIFICATE NO., ETC., AS APPLICABLE, AND THEIR DATES.
8. PERMANENT ESTABLISHMENT BUSINESS CERTIFICATE (PEBC) AS PER ANNEXURE A / B CLAUSE 16C OF GTC, AS APPLICABLE. IN CASE OF SERVICES, ADDITIONALLY FORM 10 F OF INCOME TAX ACT, 1961 AND TAX RESIDENCY COUNTRY (TRC) OF SELLER'S COUNTRY IS REQUIRED, AS PER CLAUSE 16D OF GTC.
9. SUPPLIER SHOULD ADDITIONALLY FORWARD TWO SETS OF ABOVE ORIGINAL NEGOTIABLE DOCUMENTS (SL 1 TO 11) THROUGH DHL / REGISTERED AIRMAIL OR AWB BY CAPTAIN'S MAIL WITHIN THREE DAYS OF OBL/AWB DATE TO EACH OF THE FOLLOWING: (I)AGM(CMM-FE), BHEL,2ND FLOOR,ADM BUILDING,PIPLANI,BHOPAL-462022,INDIA. (II)AGM (ROD, BHEL MUMBAI), BHEL, ROD, 14TH FLOOR, WORLD TRADE CENTRE-1, CUFFE PARADE, COLABA, MUMBAI - 400005. PHONE / MOB. NO.: 022-22171301 EMAIL INTIMATION OF THE ABOVE TO BE SENT TO FIN\_FP.BPL@BHEL.IN, FIN\_FP.BPL@BHEL.IN & MMFE.BPL@BHEL.IN & MSAIR@BHEL.IN & MSSEA@BHEL.IN
10. GUARANTEE / WARRANTY CERTIFICATE, AS APPLICABLE, ISSUED BY SELLER IN ONE ORIGINAL. IF SELLER AND OEM AND DIFFERENT, GUARANTEE/ WARRANTY CERTIFICATE, AS APPLICABLE, FROM OEM WILL BE ALSO BE SUBMITTED BY SELLER.
11. CERTIFICATE FROM SHIPPING COMPANY OR ITS AGENT OR ITS OWNER OR MASTER OR CHARTERER STATING THAT THE CARRYING VESSEL IS SEAWORTHY AND THE VESSEL IS CLASSIFIED BY AN APPROVED CLASSIFICATION SOCIETY AS PER INSTITUTE CLASSIFICATION CLAUSES AND CLASSIFIED AS LLOYDS 100 A1 OR ITS EQUIVALENT CLASSIFICATION STATING THAT THE VESSEL IS NOT MORE THAN 25 YEARS OLD.
12. MARINE/AIR INSURANCE POLICY OR CERTIFICATE, BLANK ENDORSED, DATED NOT LATER THAN THE DATE OF OBL/AWB, FULL SET IN THE NEGOTIABLE FORM IN THE CURRENCY OF CREDIT COVERING 110% OF THE INVOICE VALUE. INSURANCE TO INCLUDE INSTITUTE CARGO CLAUSES (A), INSTITUTE WAR CLAUSES (MARINE CARGO) AND INSTITUTE STRIKE CLAUSES (MARINE CARGO) WITH CLAIMS PAYABLE IN INDIA. INSURANCE TO COVER FROM SUPPLIER'S WAREHOUSE TO JNPT NHAVA SHEVA MUMBAI / MUMBAI SEAPORT / MUMBAI AIRPORT/ ICD,MANDIDEEP,AS APPLICABLE.
- 13.THE DESTINATION TERMINAL HANDLING CHARGES (DTHC) WILL BE PAID BY BHEL DIRECTLY TO THE TERMINAL AND SAME WILL NOT BE PAID TO THE SHIPPING LINE OF VENDOR. IF SHIPPING LINE CHARGES THE DTHC TO BHEL, THE SAME ALONG WITH ANY ADDITIONAL/CONSEQUENTIAL EXPENSES INCURRED (LIKE DETENTION/ DEMURRAGE, GROUND RENT, PENALTY, ETC) WILL BE RECOVERABLE FROM BENEFICIARY'S BILLS CONFIRMED VIA SELLER'S/BENEFICIARY BANK SWIFT.
14. IF SELLER/BENEFICIARY DOES NOT COMPLY OR DEVIATES FROM ANY OF THE ABOVE CLAUSES/COMPLIANCES, THEN ANY ADDITIONAL CHARGES, DEMURRAGE, DETENTION, GROUND RENT, CLEARANCE CHARGES, PENALTY, ETC IMPOSED ON OR BORNE BY/PAID TO BHEL DUE TO SUCH NON-COMPLIANCE/DEVIATION, ETC., SHALL BE TO THE ACCOUNT OF THE SELLER/BENEFICIARY AND SHALL BE RECOVERABLE FROM THE SELLER'S/BENEFICIARY'S BILLS CONFIRMED VIA SELLER'S/BENEFICIARY BANK SWIFT.
15. BENEFICIARY TO SEND EMAIL INTIMATION ABOUT DESPATCH OF GOODS GIVING DETAILS OF OBL/AWB NO. & ITS DATE, BHEL PURCHASE ORDER NUMBER, INVOICE NO. & ITS DATE, CURRENCY & INVOICE VALUE, PACKING LIST, PDCC REF NO. & DATE, LC NO., SELLER'S BANK REFERENCE NO., IF & AS APPLICABLE TO FIN\_FP.BPL@BHEL.IN & MMFE.BPL@BHEL.IN & MSAIR@BHEL.IN & MSSEA@BHEL.IN
16. OTHER DOCUMENTS, AS REQUIRED, WILL BE SEPARATELY INDICATED IN THE PURCHASE ORDER. ADDITIONAL EXPENDITURE, IF ANY, INCURRED BY THE PURCHASER BY WAY OF DETENTION / DEMURRAGE, RESULTING OUT OF DELAY ATTRIBUTABLE TO THE SELLER IN PROVIDING NEGOTIABLE DOCUMENTS, WILL BE RECOVERED FROM THE SELLER.
17. IN CASE THE SELLER DECIDES TO NEGOTIATE ALL 3 ORIGINALS OF B/L / AWB ALONG WITH ALL ORIGINAL DOCUMENTS THROUGH NEGOTIATING BANK, NON-NEGOTIABLE DOCUMENTS (NNDS) CONSISTING OF COPY OF B/L / AWB & DOCUMENTS MENTIONED AT SL. NO. 11- B2 TO B5 WILL BE SENT BY E-MAIL TO THE PURCHASER AT HIS E-MAIL ADDRESS GIVEN IN THE PO.

**21.** As you are kindly aware that Government e-Marketplace (GeM) is a one stop portal to facilitate online procurement of Goods & Services required by various Government Departments/ Organizations/ PSUs. GeM aims to enhance transparency, efficiency and speed in public procurement. Detailed Instructions/ Guides/ Videos/ FAQs for registration and processes are available on the portal (<https://gem.gov.in>).

BHEL being a PSU, would like that its suppliers / contractors also have visibility on this portal so that GeM can be used for procurement by BHEL.

Hence, you are requested to get yourselves registered on GeM.

**22.** "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/or under applicable legal provisions".

**21.** "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/ 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. "

**22. PERFORMANCE SECURITY: PERFORMANCE SECURITY SHALL BE 5% OF THE CONTRACT VALUE.**

MODE OF DEPOSIT:

A) PERFORMANCE SECURITY MAY BE FURNISHED IN THE FOLLOWING FORMS:

(I) LOCAL CHEQUES OF SCHEDULED BANKS (SUBJECT TO REALIZATION)/ PAY ORDER/ DEMAND DRAFT/ ELECTRONIC FUND TRANSFER IN FAVOUR OF BHEL.

(II) BANK GUARANTEE FROM SCHEDULED BANKS / PUBLIC FINANCIAL INSTITUTIONS AS DEFINED IN THE COMPANIES ACT. THE BANK GUARANTEE FORMAT SHOULD HAVE THE APPROVAL OF BHEL.

(III) FIXED DEPOSIT RECEIPT ISSUED BY SCHEDULED BANKS / PUBLIC FINANCIAL INSTITUTIONS AS DEFINED IN THE COMPANIES ACT (FDR SHOULD BE IN THE NAME OF THE CONTRACTOR, A/C BHEL).

(NOTE: BHEL WILL NOT BE LIABLE OR RESPONSIBLE IN ANY MANNER FOR THE COLLECTION OF INTEREST OR RENEWAL OF THE DOCUMENTS OR IN ANY OTHER MATTER CONNECTED THEREWITH)

PERFORMANCE SECURITY IS TO BE FURNISHED WITHIN 14(FOURTEEN) DAYS AFTER NOTIFICATION OF THE AWARD AND IT SHOULD REMAIN VALID FOR A PERIOD OF 60 (SIXTY) DAYS BEYOND THE DATE OF COMPLETION OF ALL CONTRACTUAL OBLIGATIONS OF THE SUPPLIER, INCLUDING WARRANTY OBLIGATIONS.

FORFEITURE OF PERFORMANCE SECURITY: THE PERFORMANCE SECURITY WILL BE FORFEITED AND CREDITED TO BHEL'S ACCOUNT IN THE EVENT OF A BREACH OF CONTRACT BY THE SUPPLIER.

PS SHOULD BE REFUNDED TO THE CONTRACTOR WITHOUT INTEREST, AFTER HE DULY PERFORMS AND COMPLETES THE CONTRACT IN ALL RESPECTS BUT NOT LATER THAN 60(SIXTY) DAYS OF COMPLETION OF ALL SUCH OBLIGATIONS INCLUDING THE WARRANTY UNDER THE CONTRACT.

THE PERFORMANCE SECURITY SHALL NOT CARRY ANY INTEREST.

**GENERAL & SPECIAL TERMS AND CONDITIONS OF ENQUIRY AND P.O., BHEL SPECIFICATION, DRAWINGS, DECLARATION AGAINST CARTEL FORMATION ARE ENCLSOED. PLEASE FILL UP TECHNO-COMMERCIAL ANNEXURE AND DECLARATION AGAINST CARTEL FORMATION DULY SEALD AND SIGNED PROPERLY AND SEND IT ALONG WITH YOUR OFFER.**

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