

GST, SGD) will also be taken into account at the time of tender evaluation. (Wherever applicable and as indicated in SCC document of tender)

11. For evaluation of offers in foreign currency, the exchange rate (TT selling rate of SBI) shall be taken as under:

Single part bids:	Date of tender opening
Two/three part bids:	Date of Part-I bid opening
Reverse Auction:	Date of Part-I bid opening

If the relevant day happens to be a bank holiday, then the exchange rate as on the previous working day of the bank (SBI) shall be taken.

The evaluation currency for this tender shall be INR.

12. Ranking (L-1, L-2 etc.) shall be done only for the techno-commercially acceptable offers and on the basis of evaluation of Total Cost to BHEL.

#### **E. INFORMATION ON PAYMENT TERMS:**

1. All payments will be through Electronic Fund transfer (EFT). Vendor has to furnish necessary details as per BHEL standard format (**Refer Annexure XI**) for receiving all payments through NEFT. (Applicable for Indian vendors only)
2. In case of High Sea Sales transaction, customs clearance of the consignment landed on Indian Sea / Air ports will be done by BHEL based on the original HSS documents provided by vendors. All warehousing charges due to delay in submission of complete and or correct HSS documents to BHEL will be to suppliers account only. Such recovery will be made out of any of the available bills.
3. Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act. (Applicable for Indian vendors only).  
Foreign vendors shall submit relevant details of their bankers like Swift Code, Banker's Name & Address etc.
4. Vendors must submit bills & invoices along with required supporting documents in time. Incomplete documentation / delayed submission of invoice / documents will result in corresponding delay in payment.

#### **F. STANDARD PAYMENT TERMS OF BHEL-EDN-SBD**

##### **i) Purchase Orders for indigenous procurement**

100% with 45 days credit from the date of receipt of material at BHEL Project site or 15 days credit from the date of submission of complete set of documentation whichever is later

##### **ii) Purchase orders for import procurement:**

100% through sight draft with 45 days credit from the date of receipt of material at BHEL Project site or 15 days credit from the date of submission of complete set of documentation whichever is later

**Note: Quotations with "Advance payment" shall be rejected.**

**G. LOADING FACTORS FOR DELAYED DELIVERY:**

Loading factors as detailed below will be added to the quoted price (basic) to evaluate the lowest quote for non-compliance of BHEL standard commercial term.

SI No	Deviation on	Nature of Deviation / Offered Terms	Loading %
1.	Penalty for Delayed Delivery	1) Non – Acceptance	10 %
		2) Partial Acceptance ( X% )	(10 – X) %

**H. DOCUMENTS REQUIRED AT THE TIME OF DISPATCH FOR PROCESSING OF BILLS:**

Invoice in Triplicate, LR Copy / Bill of Lading, Packing List, PSI Call Letter Copy, Material Receipt Certificate & Warranty Certificate, Copy of Insurance certificate or Bank guarantee.

**I. BANK GUARANTEE (BG) / PERFORMANCE BANK GUARANTEE (PBG):**

Bank guarantee (BG) / Performance bank guarantee (PBG) will be applicable as called in the tender documents. Such PBG shall be valid for a period of Warranty Period + claim period of 3 months for a value equal to 10 % of the basic value of the purchase order. No deviation for the duration of PBG / BG will be permitted.

- a. PBG shall be from any of the BHEL consortium of bankers
- b. PBGs from nationalized banks are also acceptable.
- c. PBG should be sent directly by the bank to the dealing executive mentioned in the purchase order located at the address mentioned in the purchase order. PBG should be in the format indicated. No deviation to these formats will be allowed.
- d. Confirmation from any of the BHEL consortium of banks or any of the Indian Public Sector Banks is essential for the acceptance of PBGs issued by foreign banks (located outside India).
- e. Expired BGs / PBGs will be returned only after expiry of the claim period or on completion of the contractual obligation.

In case vendor does not accept for submission of PBG, the vendor can be rejected on commercial grounds

**J. PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES)**

Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration. Vendors have to submit any of the following documents along with the tender documents in the Part I / Technical bid cover to avail the applicable benefits.

- a. Valid NSIC certificate or
- b. Entrepreneur's Memorandum part II (EM II) certificate (deemed valid for 2 years).
- c. EM II certificate with CA certificate (**in the prescribed format given in Annexure VIII**) applicable for the year certifying that the investment in plant and machinery of the vendor is within permissible limits as per the MSME Act 2006 for relevant status where the deemed validity is over.
- d. Documents submitted for establishing the credentials of MSE vendors must be valid as on the date of part I / technical bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Documents submitted after the Part I / Technical bid opening date will not be considered for this tender.

**PURCHASE PREFERENCE FOR MSE VENDORS:**

- e. MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25% of the requirement against this tender provided. Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation.
1. The MSE vendor matches the L1 price.
  2. L1 price is from a non MSE vendor.
  3. L1 price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2) next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).
  4. 25% of the 25% (i.e. 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) and (2) are fulfilled.
  5. In case no vendor under SC / ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, in such cases the 6.25% quantity will be distributed among the other eligible MSE vendors who have participated in the tender.
  6. Serial no. 1 to 5 will not be applicable wherever it is not possible to split the tendered quantity / items on account of customer contract requirement, or the items tendered are systems. Such information that tendered quantity will not be split will be indicated in the SCC.

**K. INTEGRITY COMMITMENT IN THE TENDER PROCESS, AND EXECUTION OF CONTRACTS:**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 / suppliers in a transparent and fair manner, and with equity.

2. Commitment by Bidder(s)/ Contractor(s):

- a. The Bidder(s)/ Contractor(s) commit(s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision or benefit which he is not legally entitled to.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding or any actions to restrict competition.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant Acts. The Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by BHEL as part of business relationship.
- d. The Bidder(s)/ Contractor(s) 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 the relevant guidelines issued from time to time by Government of India/ BHEL.

If the Bidder(s) / Contractor(s), before award or during execution of the Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, BHEL is entitled to disqualify the Bidder(s) / Contractor (s) from the tender process or terminate the contract and/ or take suitable action as deemed fit.

## Unpriced bid -Indian Bidder (Item no. 1)

BHEL RFQ No. SPKSCPV070 dated 12.04.2021

Supplier:

Offer ref:

SI No.	Supply of Mono crystalline Silicon PV Modules	
1	Quantity	750000
2	Unit	KW
3	Quoted	Yes/ No
4	HSN/SAC Code	
5	Currency	INR
6	Percentage of Taxes/ duties applicable for Indian vendor on PV Modules only	
7	Whether taxes and duties are Inclusive/ Exclusive in the unit price	

Note: 1. Please mention unit price and total price in both figures and words.

2. Taxes applicable on the PO quantity only shall be paid/reimbursed by BHEL. Any other cost incurred will be to vendor's account.

3. Delivery for indian bidder is DDP 500MW RUMSL Neemuch Solar Power plant.

Signature of the tenderer with seal

**Un-Price bid -Foreign Bidder (Item no. 1)**

**BHEL RFQ No. SPKSCPV070 dated 12.04.2021**

**Supplier:**

**Offer ref:**

<b>Sl No.</b>	<b>Supply of Mono crystalline Silicon PV Modules</b>	
<b>1</b>	<b>Quantity</b>	<b>750000</b>
<b>2</b>	<b>Unit</b>	<b>KW</b>
<b>3</b>	<b>Quoted</b>	<b>Yes/ No</b>
<b>4</b>	<b>HSN/SAC Code</b>	
<b>5</b>	<b>Currency</b>	
<b>6</b>	<b>Percentage of Taxes and duties applicable on PV Modules</b>	
<b>7</b>	<b>Whether taxes and duties are Inclusive/ Exclusive in the unit price</b>	

**Delivery for foreign bidder is CIF Mumbai Seaport.**

**Signature of the tenderer with seal**