

REQUEST FOR QUOTATION

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: ANK0000264 RFQ DATE : 22.02.2021	Due Date/Day: 02.03.2021 TUE Time : 13:00 HRS Tender Box : Reception Area Opening Venue: NEW ENGG. BLDG
MMI:PU:RF:003			
(address for communication) :		(for all correspondence) Purchase Executive : Ankita Reja Phone : 08025146134 Fax : E-mail: ankitareja@bhel.in	

1. List of documents enclosed along with RFQ:
 - a) RFQ-ANK0000264-Special Terms and Conditions
 - b) Pre-Qualification Criteria and Specifications.
 - c) Commercial Terms-ANK0000264
 - d) Price_format_ANK264
 - e) General Terms & Conditions for Supply of CAPITAL ITEMS : Doc Ref: CAPITAL-2017 (Scheme)
 - f) Office Memorandum (F.No.6/18/2019-PPD) issued by Ministry of Finance and Annexure-X.
 - g) Public procurement (Preference to Make in India), Order 2017 dated 16.09.2020 issued by DPIIT.
2. VENDOR SHALL SUBMIT THEIR OFFER IN TWO PARTS THROUGH <https://eprocurebhel.co.in/nicgep/app>
3. ADVANCE PAYMENT: BIDS SEEKING ADVANCE PAYMENT SHALL BE LIABLE FOR REJECTION.
4. PAYMENT TERMS AGAINST PROFORMA INVOICE ARE NOT ACCEPTABLE.
5. Items should be delivered to
 BHEL-ESD, Plot #98,
 Electronic City Phase 1,
 Hosur Road, Bangalore- 560100.

Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	KA9018210375 PEEL STRENGTH TESTER * HSN/SAC : 9403 Test Certificate PEEL STRENGTH TESTER	1	NO	1	22.06.2021

Total Number of Items - 1

- 1.
- 2.

TWO PART BID - SUBMIT TECHNICAL AND PRICE BID IN SEPARATE SEALED COVERS

NOTES:

1. This RFQ is governed by:
 - a) INSTRUCTIONS TO BIDDERS/SELLERS and GENERAL CONDITIONS OF CONTRACT FOR PURCHASE available at <http://edn.bhel.com> (**RFQ-PO Terms & Conditions**)
 - b) Any other specific Terms and Conditions mentioned.
2. Bidders / Representatives who would like to be present during opening of offers are required to furnish authorization letter for the same.
- * The HSN/SAC no mentioned against the line items in the RFQ are indicative only.

For and On behalf of BHEL.

Ankita Reja
Contrl Eqment - ESD

1 OF 1

RFQ NO. ANK0000264 - SPECIAL TERMS & CONDITIONS

THIS "SPECIAL CONDITIONS OF CONTRACT" WILL FORM AN INTEGRAL PART OF THE CONTRACT AS AND WHEN THE RFQ CULMINATES INTO A PURCHASE ORDER / CONTRACT.

1. VENDOR SHALL SUBMIT THEIR OFFER IN TWO PARTS THROUGH <https://eprocurebhel.co.in/nicgep/app> . VENDORS ARE ADVISED TO ENROLL IN THE <https://eprocurebhel.co.in/nicgep/app> WEBSITE & QUOTE THE OFFER ONLINE. BID SHALL BE SUBMITTED AS PER THE INSTRUCTION GIVEN IN DOC. REF. CAPITAL -2017(SCHEME).

NOTE:

A) PRE-QUALIFICATION CRITERIA ARE MANDATORY REQUIREMENTS AND WILL BE CARRIED OUT BASED ON THE DETAILS FURNISHED BY THE VENDOR/FEEDBACK FROM THEIR CUSTOMERS AND INSPECTION OF THE COMPANY/PRODUCTS, IF REQUIRED BY BHEL AT ITS SOLE DISCRETION.

B) THE PRE-QUALIFICATION CRITERIA ARE MANDATORY REQUIREMENTS.

2. VENDOR HAS TO SEAL & SIGN EACH AND EVERY PAGE/DOCUMENT OF THE RFQ AS COMPLIANCE TO ALL THE TERMS & CONDITIONS.
3. VENDOR IS ADVISED TO GO THROUGH THE GENERAL TERMS AND CONDITIONS, DOCUMENT CAPITAL-2017 (SCHEME) ENCLOSED WITH THIS RFQ. VENDOR HAS TO CONFORM TO ALL THE CLAUSES LISTED IN THE COMMERCIAL TERMS (ANNEXURE B FOR INDIGENOUS VENDORS) OF CAPITAL- 2017 (SCHEME). DEVIATIONS, IF ANY, TO BE HIGHLIGHTED AND BROUGHT OUT CLEARLY IN THE TECHNO-COMMERCIAL BID.
4. **TENDER OPENING TIME IS 01:30 PM ON THE TENDER DUE DATE, PLACE: BHEL-ESD, ELECTRONIC CITY PHASE-1, BANGALORE.**
5. WARRANTY: AS PER PURCHASE SPECIFICATION PS-263-2020-001 REV.02.
6. **DELIVERY PERIOD** OF MATERIALS SHALL BE 6 WEEKS FROM THE DATE OF PURCHASE ORDER.
ERECTION & COMMISSIONING: 2 WEEKS FROM THE RECEIPT OF MATERIAL AT ESD AND SITE READINESS INTIMATION BY BHEL TO VENDOR.
7. **ITEMS TO BE MANUFACTURED & DELIVERED AS PER PURCHASE SPECIFICATION: PS-263-2020-001 REV.02**
8. **ADVANCE PAYMENT: BIDS SEEKING ADVANCE PAYMENT SHALL BE LIABLE FOR REJECTION.**
9. **PAYMENT TERMS AGAINST PROFORMA INVOICE ARE NOT ACCEPTABLE.**
10. DELIVERY TERMS-FOB INTERNATIONAL SEAPORT (IF APPLICABLE) MAY PLEASE BE CONSIDERED AS CIF-ICD BANGALORE.
11. TERMS MENTIONED IN THIS RFQ WILL BE TREATED AS FINAL IN CASE OF ANY AMBIGUITY.
12. CONTRACT EXECUTION BANK GUARANTEE TO BE SUBMITTED (PLEASE REFER CLAUSE 18 ON PAGE NO. 7 OF CAPITAL 2017, IF TOTAL PO VALUE EXCEEDS 20 LAKHS.
13. **INSTALLATION AND COMMISSIONING CHARGES SHOULD BE QUOTED AS 10% OF TOTAL SUPPLY VALUE.**
14. **PLEASE QUOTE PRICE BID AS PER PRICE BID FORMAT (BOQ) ENCLOSED.**
15. **PRE DISPATCH INSPECTION SHALL BE APPLICABLE AS PER PURCHASE SPECIFICATION: PS-263-2020-001 REV.02**
16. THE EVALUATION CURRENCY FOR THIS TENDER SHALL BE IN **INR**.
17. MSME VENDORS MAY PLEASE GET REGISTERED ON BHEL RXIL PLATFORM THROUGH VENDOR PORTAL.
18. ANY DEVIATIONS FROM OR ADDITIONS TO THE "GENERAL CONDITIONS OF CONTRACT" OR "SPECIAL TERMS AND CONDITIONS" REQUIRE BHEL'S EXPRESS

WRITTEN CONSENT. THE GENERAL TERMS OF BUSINESS OR SALE OF THE BIDDER SHALL NOT APPLY TO THIS TENDER.

19. NON ACCEPTANCE / DEVIATIONS IF ANY TO THE TERMS AND CONDITIONS OF THE RFQ SHALL BE CLEARLY AND EXPLICITLY MENTIONED IN THE OFFER, OTHERWISE IT WILL BE TREATED THAT ALL THE TERMS AND CONDITIONS OF THE RFQ ARE ACCEPTED BY THE BIDDER IN TOTAL.

20. ARBITRATION & CONCILIATION CLAUSE:

THE PARTIES SHALL ATTEMPT TO SETTLE ANY DISPUTES OR DIFFERENCE ARISING OUT OF THE FORMATION, BREACH, TERMINATION, VALIDITY OR EXECUTION OF THE CONTRACT; 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, OR IN CONNECTION WITH THIS CONTRACT THROUGH FRIENDLY DISCUSSIONS. IN CASE NO AMICABLE SETTLEMENT CAN BE REACHED BETWEEN THE PARTIES THROUGH SUCH DISCUSSIONS, IN RESPECT OF ANY DISPUTE; THEN, EITHER PARTY MAY, BY A NOTICE IN WRITING TO THE OTHER PARTY REFER SUCH DISPUTE OR DIFFERENCE TO THE SOLE ARBITRATION OF AN ARBITRATOR APPOINTED BY HEAD OF THE BHEL –EDN. SUCH SOLE ARBITRATOR APPOINTED, SHALL CONDUCT THE ARBITRATION IN ENGLISH LANGUAGE.

THE ARBITRATOR SHALL PASS A REASONED AWARD AND THE AWARD OF THE ARBITRATION 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 BANGALORE.

THE COST OF ARBITRATION SHALL BE BORNE AS DECIDED BY THE ARBITRATOR UPON HIM ENTERING THE REFERENCE.

SUBJECT TO THE ARBITRATION CLAUSE AS ABOVE, THE COURTS AT BANGALORE ALONE 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 REFERENCE FOR THE ARBITRATION, THE PARTIES SHALL PROCEED WITH AND CONTINUE WITHOUT HINDRANCE THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT WITH DUE DILIGENCE AND EFFICIENCY IN A PROFESSIONAL MANNER EXCEPT WHERE THE CONTRACT HAS BEEN TERMINATED BY EITHER PARTY IN TERMS OF THIS CONTRACT.

21. CLAUSE 27 OF CAPITAL-2017(SCHEME) ARE SUPERSEDED BY THE FOLLOWING INSTRUCTION: _:" **TENDER WILL BE FINALIZED THROUGH PRICE BID OPENING. NO REVERSE AUCTION FOR THE TENDER WILL BE CONDUCTED. HENCE PLEASE QUOTE YOUR COMPETITIVE PRICE IN THE PRICE OFFER.**

22. "PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017 – NO P-45021/2/2017-PP (BE-II) DTD 16.09.2020 BY DPIIT AND ANY SUBSEQUENT ORDERS ISSUED BY THE NODAL MINISTRY, ON PREFERENCE TO LOCAL CONTENT , THE SAME SHALL BE APPLICABLE EVEN IF ISSUED AFTER ISSUE OF THIS NIT, BUT BEFORE OPENING OF PRICE BID/S AGAINST THIS NIT. ANY INDIAN BIDDER INTENDING TO AVAIL THE BENEFITS SHALL SUBMIT THE REQUISITE DOCUMENTS AS PER THE AFORESAID ORDERS.

WHERE ANY MINISTRY OR DEPARTMENT HAS ITS OWN POLICY FOR PREFERENCE TO LOCAL CONTENT APPROVED BY THE CABINET AFTER 01.01.2015, SUCH POLICIES WILL PREVAIL OVER THE PROVISIONS OF THIS ORDER.

23. RESTRICTIONS UNDER RULE (XI) OF GENERAL FINANCIAL RULES 2017. ORDER NO F.NO/6/18/2019-PPD DT 23.07.2020.

ANY BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA WILL BE ELIGIBLE TO BID IN ANY PROCUREMENT WHETHER OF GOODS, SERVICES (INCLUDING CONSULTANCY SERVICES AND NON CONSULTANCY SERVICES) OR WORKS (INCLUDING TURNKEY PROJECTS) ONLY IF THE BIDDER IS REGISTERED WITH DPIIT.

THE BIDDER SHALL MANDATORILY SUBMIT DECLARATION AS MENTIONED BELOW. THE DECLARATION TO BE SUBMITTED ON COMPANY LETTER HEAD DULY SIGNED AND SEALED BY AUTHORISED SIGNATORY, FOR ASCERTAINING THE ELIGIBILITY OF OFFER IN THE TENDER. (ANNEX III OF THE ABOVE ORDER)

“I HAVE READ THE CLAUSE REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA; I CERTIFY THAT THIS BIDDER IS NOT FROM SUCH A COUNTRY OR, IF FROM SUCH A COUNTRY, HAS BEEN REGISTERED WITH THE COMPETENT AUTHORITY. I HEREBY CERTIFY THAT THIS BIDDER FULFILLS ALL REQUIREMENTS IN THIS REGARD AND IS ELIGIBLE TO BE CONSIDERED.” (WHERE APPLICABLE, EVIDENCE OF VALID REGISTRATION BY THE COMPETENT AUTHORITY SHALL BE ATTACHED)- REFER ANNEX III OF THE ABOVE ORDER.

REFER ANNEXURE-X FOR ‘RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES, 2017 AMENDMENT DT: 23.07.2020.

24. FOLLOWING DOCUMENTS ARE ATTACHED :-

- A) RFQ-ANK0000264
- B) PRE-QUALIFICATION CRITERIA AND SPECIFICATIONS.
- C) COMMERCIAL TERMS ANNEXURE-B
- D) ANK0000264 - PRICE BID FORMAT
- E) DOC. REF: CAPITAL-2017 (SCHEME)FOR GENERAL TERMS & CONDITIONS
- F) OFFICE MEMORANDUM (F.NO.6/18/2019-PPD) ISSUED BY MINISTRY OF FINANCE AND ANNEXURE-X.
- G) PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 16.09.2020 ISSUED BY DPIIT.

25. ITEMS SHOULD BE DELIVERED TO:

BHEL-ESD, PLOT #98,
ELECTRONIC CITY PHASE 1,
HOSUR ROAD,
BANGALORE- 560100.