



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

ELECTRICAL MACHINE REPAIR PLANT

Plot No. D-1, Cross Road 'C', Road No.16, MIDC, Andheri (East), Mumbai – 400 093.

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Date: 04-05-2022

CORRIGENDUM TO NIT

NIT NO. BHEL/EMRP/PUR/Y/210413986

Date: 12-02-2022

Item Description:

1. Electric NUT Tighteners (Qty. 03 Set)
2. Hot Air Blowers (Qty.04 Nos.)

Due Date of tender opening has been extended upto **18-05-2022**. Please submit your offer by the due date.

रुपम
04/05/22

Authorized Signatory

With Seal of the company

Techno-Commercial Bid (Part-A)

Tender Enquiry: BHEL/EMRP/PUR/Y/210413986 Dated: 12-02-2022

Bidder Ref.: _____

PROFORMA FOR DEVIATION TO TENDER TERMS SOUGHT BY BIDDERS

BHEL expects the bidders to fully accept the terms and conditions of the NIT. However, deviations if any considered essential by the bidder may be communicated in the following proforma. Deviation not listed in the following deviation proforma, even if mentioned elsewhere in the offer document shall not be considered.

Cl. No.	Terms & conditions:	Confirmation by bidder (Accepted/ Not Accepted)
1.0	Technical Clause:	
1.1	Supply of following Item: 1. Electric NUT Tighteners (Qty. 3 Set) 2. Hot Air Blowers (Qty. 4 Nos.)	
1.2	Acceptance Norms: As per EM-VYASI-EWS-GTS-00 & EM-VYASI-EWS-PTS-27	
2.0	Commercial Clause:	
2.1	Bidder to submit following Documents: Documents Required: A. At the time of offer submission: 1. Product catalogue with complete specification, Make and Model No., physical dimension of the product etc. 2. OEM certificate if any. 3. MSME certification along with UDYAM no. (if applicable) 4. Duly signed "Unpriced bid". 5. Duly signed "No deviation schedule"/ deviation sheet. B. After placement of Purchase Order: 1. Test certificate/ Calibration certificate before dispatch of material, 2. QAP (if applicable) C. After dispatch of material: 1. Original Invoice immediately after dispatch, 2. One scanned copy of LR immediately after dispatch. 3. MRC(Material Received Certificate) after verification of material at site by vendor with customer(UJVNL) / BHEL representative. 4. One copy of Original Receipted LR after receipt of material at destination, 5. Guarantee certificate as per clause No. 2.17 6. Detailed Packing list/ Delivery challan, 7. Operation and maintenance manual. 8. OGA / Data Sheet/Catalogue etc., user manual foundation days (as applicable).	
2.2	Price: Price should be quoted strictly as per proforma for price bid. FOR destination basis inclusive of transportation, or any other expenditure.	
2.3	Validity of Offer: 90 days from the date of technical bid opening.	
2.4	Price variation: Price offered should remain firm till the supply of material (full quantity) & Commissioning (as applicable)	
2.5	Delivery Period: Within 08 Weeks from the date of PO/LOI.	
2.6	Delayed Delivery Penalty: LD shall be 0.5 % of the Basic order value per week of delay or part thereof subject to a maximum of 10% of the full order value. In case of any change to the order value, the LD shall be 0.5% of the revised Basic order value per week of delay or part thereof subject to a maximum of 10% of revised Basic order value. In case of staggered delivery schedule, LD shall be 0.5 % per week of delay or part thereof subject to a maximum of 10% of the undelivered portion. LD will be calculated on basic cost.	
2.7	Place of dispatch: The vendor has to clearly specify the place from where material will be dispatched.	
2.8	Delivery Place: Stores, BHEL-EMRP, Mumbai: BHARAT HEAVY ELECTRICALS LIMITED , Electrical Machines Repair Plant, Plot No D1 ,Cross Road C, Road No.-16, MIDC, Andheri (E) Mumbai-400093.	
2.9	Transportation: Shall be arranged by Vendor upto place of delivery. Transportation charges (if any) are to be mentioned clearly in the price bid & shall remain firm for total supply.	
2.10	Packing & Forwarding: Price should normally be quoted inclusive of all Packing & Forwarding charges. Additional charges, if any may be given in the price bid. Material should be packed in proper wooden casing using suitable material i.e. plastic sheet, thermocole, bubble wrap in pockets etc.duly secured to avoid any transit damage and to sustain long duration storage at site. All parts of equipment are to be duly packed as per packing list to avoid misplacement /theft. At the time of unboxing at site, if any parts found missing, same shall be replenished by vendor without any additional cost to BHEL. PO reference shall be clearly marked on wooden box in indelible ink. The Packing Box shall have following Markings: a) BHEL PO No. and Date b) Project Name: 2X60 MW VYASI HEP, UJVNL c) Packing List d) Item Description & Quantity	
2.11	Payment Terms: ● Payment of 100% of basic cost towards supply + 100% taxes+ 100% of Transportation, packing & forwarding and all other charges will be made within 90 days (45 days for MSE vendors) after acceptance of material at EMRP. ● Payment will be made through e-payment only. Vendor should furnish bank details if not submitted earlier. ● Progressive payment can be made after deduction of LD, if any as and when the item (s) is received and accepted at site. However, transportation charges will remain firm for total supply. ● Any deviation in payment terms quoted by vendor is not accepted. In case of any deviation to the payment terms mentioned above, loading shall be done on basic price with the PLR (Prime Lending Rate) of SBI + 6 % for the period of relaxation sought by the bidder (PLR shall be considered on the date of technical bid opening).	

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2.12	Taxes & Duties: The quoted price shall be exclusive of GST as may be applicable on date of submission of offer. However if any new taxes & duties are introduced or any variation occurred in existing rate of GST subsequent to bid submission and during the currency of the execution of the order including its extension if any, the same shall be reimbursed at actual against documentary evidence to be submitted by the vendor. In case the delivery schedule is extended for the reasons attributable to the Vendor, no such variation shall be admissible. Successful vendor has to file their GST return by the statutory date. In case, any purchase of BHEL is not appearing in the return of the vendor and/or if any loss incurred by BHEL due to non-compliance / delay in compliance by the vendor as per GST Act, BHEL reserves the right to recover the money including penalty if any or retain payment of the vendor till all compliances are made.	
2.13	Transit Insurance: By Vendor.	
2.14	Inspection: BHEL / customer /TPI shall inspect the material before dispatch. In the event BHEL / customer waives off inspection, certified test report and results shall be submitted for approval. Vendor has to submit QAP along with all relevant test certificates / calibration certificates and obtain prior approval on the test reports and MDCC (material dispatch clearance certificate) before dispatch of material.	
2.15	Interpretation of contract: In case of two or more than two interpretations or differences in any of the technical specification or terms and conditions of the contract then the interpretation which is in favour of BHEL shall be final and binding.	
2.16	Dispatch Documents: Dispatch documents must consist of copy of LR, tax invoice, delivery challan, test certificates / reports, packing list and guarantee / warrantee certificates.	
2.17	Guarantee / Warranty Period: Vendor to submit the guarantee certificate mentioning equipment guarantee for 12 months from the date of supply or 18 months from the date of commissioning whichever is earlier.	
2.18	Evaluation Criteria: Price evaluation shall be done on the basis of total landed cost of each item to BHEL, EMRP-Mumbai. The evaluation currency for this tender shall be INR.	
2.19	BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., online bidding on internet.	
2.20	MSE Clause: MSE suppliers can avail the indented benefits only if they submit any of the following documents along with offer: a) Udyog Aadhaar Memorandum & Acknowledgement. b) Valid NSIC Certificate, c) Entrepreneurs Memorandum part II (EM II) Certificate having deemed validity (two years from the date of issue of acknowledgement in EM II) or EM II certificate, along with CA certificate (Format enclosed as per Annexure – I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. 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 suppliers till the supplier submits these documents." 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 suppliers till the supplier submits these documents."	
2.21	Risk Purchase: If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser.	
2.22	Force Majeure: The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural Calamities, Frost, Fire, flood, Civil War, Civil Commotion, Riot, Government Restrictions. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service without loss of time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.	
2.23	Non -Disclosure Agreement: All Drawing and technical documents relating to the product or its manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use intellectual property of BHEL to promote his own business with others. <u>BHEL reserved the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</u>	
2.24	Defective Material replacement: supplier shall replace defective material free of cost(inclusive of all testing, inspection, TPI, service charges etc.) upto delivery site within two months from defect notification date.	
2.25	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 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.	
3.0	GENERAL TERMS AND CONDITIONS	
3.1	BHEL reserves the right to reject the offer and or award the work in full or part without assigning any reason.	
3.2	Tender should be free from over writing and erasers, additions if any must be attested.	
3.3	Purchase Order will be subject to general conditions of purchase prevailing in Bharat Heavy Electricals Limited.	
3.4	All questions/interpretations regarding subject matter of the contract shall be decided by BHEL on the request of the contractor/vendor and the decision of BHEL shall be final. In case of dispute, steps shall be taken by the parties to settle the same through negotiations. In case dispute is not settled in negotiation, it shall be referred to a Conciliation appointed by BHEL. In case dispute is not settled in conciliation proceedings too, the same shall be referred to sole arbitration of General Manager of the Department/Executive Director of the unit or any person nominated by any of them as per corporate Guidelines of BHEL and the arbitration proceedings shall be taken out as per provisions of the Arbitration and Conciliation Act 1996 as amended read with BHEL's Corporate guidelines in force. The place of arbitration shall be at Mumbai only. The Civil Courts at Mumbai shall have jurisdiction to entertain the cases arising out of the arbitration proceedings.	
3.5	"For this procurement, Public Procurement (Preference to Make in India), Order 2017 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."	
3.6	The offers of the bidders who are on the banned list, and also offers of the bidders who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL site www.bhel.com	

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3.7	Any deviation in the above mentioned terms and conditions or conditional offer may render the offer invalid and shall be liable to be rejected, and price bid of such bidders shall not be opened. Price bid of only those bidders shall be opened whose Techno-Commercial offer is found suitable and acceptable	
3.8	Documents sent as attachment to this tender shall be signed with company seal and uploaded in the EPS (In PDF format) or enclosed along with offer in case of non EPS tender. All page must be signed with company seal	

Authorised signature with
seal of company


12/02/2022