

BHEL :: BAP :: RANIPET

PURCHASE DEPARTMENT

ANNEXURE-A (Technical Specification)/2020794E DT 16.09.2022

Bids shall be submitted quotation through - <https://eprocurebhel.co.in/> (Online only).

SI No.		Description	Qty	Unit	Remark by Bidders(quoted or not quoted)
1	IM8280100000	SIEMENS SWITCHGEAR ELECTRICAL SPARES SIEMENS SWITCHGEAR ELECTRICAL SPARES FOR 2022-2023.	1	ST	

**ANNEXURE-C TO THE RATE CONTRACT FOR “SIEMENS Switchgear
Electrical” SPARES(2000961E)**

1. The purpose of this tender is to enter into one-year rate contract for the purchase ‘SIEMENS Switch Gear Electrical Spares’ for BHEL internal use.
2. Total value of purchases against this annual Rate Contract shall not exceed Rs.300000/- (Rupees Three lakhs only).
3. The Rate Contract shall be valid for period of one year from the date placement of contract.
4. Addendum PO shall be released as and when items are required within period of one year.
5. Bidder is requested to submit your offer through e-mode (NIC-Portal: <https://eprocurebhel.co.in>) by quoting maximum discount in % on the price list, which is issued by ‘BCH’. Two copies of current MRP list are required along with offer.

Siemens Switchgear Electrical spares shall be delivered at free of cost at our stores only. In case of emergency, delivery has to be made by courier service.
6. L1 will be decided based on maximum discount offered.
7. Any change in the price list is to be communicated to BHEL at least 30 days in advance with documentary evidence/with new price list.
8. Delivery term shall be FOR Ranipet and the price quoted shall be including all packing & forwarding, Insurance, freight etc. except GST (GST extra).
9. In the event of any change in the price list, BHEL reserves the right to operate old price list for 30 days. Also seller should execute the pending orders at the lowest of old/new rates.
10. In the event of seller’s failure to honor our orders, in addition to imposition of LD clause, the purchaser will be at liberty to operate risk purchase clause at the cost of seller.

Remark: How to quote in price-bid(BOQ): - Bidder may fill-up with 1.00 rupee in “Basic rate per Unit” column as indicating purpose only. L1 will be decided based on maximum discount offered on Siemens current price-list.

Manager/Purchase

Annexure-I to the Enquiry
Essential Commercial Terms & Conditions for our enquiry : 2020794E

SI No	DESCRIPTION	BHEL'S REQUIREMENT	Suppliers Comments
01	PRICE	Shall be firm till supply completion	
02	DELIVERY TERMS	FOR, DESTINATION (Destination :BHEL, Ranipet-Stores)	
03	PACKING&FORWARDING	Included. (if extra indicate in %)	
04	FREIGHT & INSURANCE	To be included (If extra indicate in %)	
05	GST Registration No	To be indicated by supplier	
06	HSN Code	To be indicated for each product by supplier	
07	GST Applicable rate	IGST / SGST / CGST / UTGST to be indicated by supplier (Applicable on basic price).	
08	MSME STATUS (MICRO/SMALL/MEDIUM)	Supplier has to mention, whether they are coming under Micro/ Small / Medium Enterprises. If you are coming in Micro/ Small industries, submit the Udyam Certificate. Submit Chartered accountant Certificate in the attached format.	
09	PAYMENT TERMS	100% within 45 days after receipt & acceptance of materials at our end for registered MSE (Micro & Small) supplier.	
		100% within 60 days after receipt & acceptance of materials at our end for registered Medium supplier.	
		(Kindly note that our present standard payment terms for NON - MSE vendors is " 100% within 90 days of receipt and acceptance of materials at our stores". Please confirm your acceptance for the same. In the event of any deviation in the above payment terms the following loading on your total rate will be done as below." Marginal Cost of funds based Lending rate (MCLR) of SBI (as applicable on the date of techno commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by you")	
10	DELIVERY PERIOD	To be indicated by supplier (In terms of number of weeks from the date of PO). The manufacturing, Inspection, Transportation time etc. should be included in the delivery period. Bidder quote the delivery period accordingly.	
11	L.D.CLAUSE	As indicated in Enquiry (as per IMPORTANT NOTE) Confirmation L.D. clause as indicated in Enquiry @ 0.5% per week subject to a maximum of 10% for the delayed delivery. (In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder).Kindly mention Accepted/Not Accepted.	
12	OFFER VALIDITY	Minimum 90 days from the date RA /Technical bid opening.	
13	Confirmation for Reverse Auction	Not Applicable	
14	INSPECTION BEFORE DESPATCH	Will be done at Your Works Before Dispatch	
15	TEST CERTIFICATE	Required	
16	GUARANTEE CERTIFICATE	The materials are to be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning / putting in to use. OR, 18 months from the date of dispatch, whichever is earliest and if any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR Ranipet / Destination basis within a reasonable time.(Required)	
17	RISK PURCHASE	Alternatively, the purchaser at his option will be entitled the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in L.D clause above. Non-acceptance of Risk Purchase is liable to be non-consideration of the bids.	
18	Cancellation Clause	In the event of non- performance of the contract by the supplier. BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the supplier to rectify the situation. If the supplier fails to rectify	

Date:

SIGNATURE WITH SEAL

**Annexure-I to the Enquiry
Essential Commercial Terms & Conditions for our enquiry : 2020794E**

		the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the seller. BHEL will not pay any cancellation charges or any other charges/damages to the supplier, arising out of such cancellation. In the event of the non-performance of the supply contract, by the supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier. (Risk Purchase). This remedy would be in addition to the revoking of the CEBG on grounds of failure of the supplier in executing the contract and any other legal remedies."	
19	Force Majeure	If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions epidemics quarantine restrictions, or acts of God (herein after referred to as event) then, provided notice of happening of any such event is given by other within 21 days from date of occurrence thereof neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Purchaser subject to prompt notification by the seller to the Purchaser of the particulars of the event and supply to the purchaser if, required , of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.	
20	Company PAN No:		
21	CONTACT PERSON NAME:		
22	Works Address		
23	PHONE #, Mobile		
24	E-MAIL ID,		
25	(SDDR)	Specification deviation disposition report (SDDR) Attached SDDR to be filled & submit along with offer.[In case of NO deviation is taken, NIL report to be submitted]	

SPECIFICATION DEVIATION DISPOSITION REPORT					
Specification:				Item	
Enq.No & Date					
Vendor Name					
SPECN					
Page	Clause	Details Of Deviation With Reason		Disposition By Bhel	
Signature Of Vendor				Reviewed By	
" AGREED DEVIATION "				APPROVED BY	
if any to be incorporated in the PO in the event of order.					

The above format shall be completely filled and deviation if any shall be clearly spelt out. The columns which are not applicable shall be mentioned as "not applicable". No column should be left blank. Non filling-up of columns may lead to rejection of your offer. If there is any difference (in the points accepted/confirmed) between the offer and this filled-up commercial terms & conditions sheet, the later only shall prevail.

Date:

SIGNATURE WITH SEAL

Pre-Qualification Requirement (PQR) for supply of SIEMENS make Switch gear products - Enquiry No.2020794E

Offers from Bidders meeting all the below Pre-qualification requirements concurrently are only qualified to participate in this Tender Enquiry.

Sl.No	Pre-Qualification Requirement / Criteria	Documentary evidence to be submitted by the Bidder	Bidders' Remarks / Comment / Confirmation
01	Bidder shall be a manufacturer / Authorized Distributor / of SIEMENS Switch Gear Products.		
	(I) If the Bidder is a manufacturer	1.Certificate of Incorporation	
	(II) If the Bidder is an Authorized distributor	1.Current, Valid distributor certificate (Certificate must be valid for minimum 3 months as on date of tender opening and there by renewal agreement for another one year) from the manufacturer.	

Note: - All the stipulated documents shall be submitted along with Technical bid. In case of non-submission of required documents, the bid shall be liable for rejection.

Vendor will be finalised based on maximum discount offered from the current price catalogue.



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
BAP RANIPET – 632 406 / PURCHASE
Notice inviting Tender

Dear All,

Sub: SIEMENS SWITCH GEAR ELECTRICAL SPARES

Ref: Enquiry **2020794E** dated **16.09.2022**.

Due date: **16.00 hrs** on **01.10.2022**

RA Not Applicable for this tender.

Please Submit your lowest quotation on Two-Part(Technical bid or Price-Bid) FIRM PRICE basis.

Price bids of all techno-commercially qualified bidders shall be opened

Kindly fill and submit following documents along with the tender, failing which your offer is liable to be rejected.

1. Bidder to furnish the filled, signed and stamped copy of commercial terms and conditions (**Annexure-I**) along with technical offer(Annexure-A) and bidder eligibility format.
2. Bidder to furnish the technical offer in company letter head as per attached format.
3. Bidder to furnish the signed and stamped **Pre-Qualification Requirement (PQR)** ,Annexure-C &Annexure-I (attached in the tender, if any) as per confirmation of acceptance along with technical offer.
4. Bidder to furnish the filled, signed and stamped copy of **Drawing if any**.
5. Bidder to note that, all documents w.r.t technical offer to merged and uploaded.
6. Confirmation to the General terms and conditions (Annexure B) is required.

Manager/Purchase



**** (To be submitted In the company letter head by supplier) ****

Subject: Public Procurement (Insertion of Rule 144 xi in the General Financial Rules 2017)

References:

[https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf](https://doe.gov.in/sites/default/files/OM%20dated%202023.07.2020.pdf)

<https://doe.gov.in/sites/default/files/Clarification%20to%20order%20public%20Procurement%20NO%201%20dated%2023%20July%202020.pdf>

<https://doe.gov.in/sites/default/files/Exclusion%20from%20restrictions%20under%20Rule%20144%20xi%20of%20the%20General%20Financial%20Rules%202017.pdf>

From.

M/s _____

Address: _____

I/we are bidder from _____ (country). We does not belong to any of the below category mentioned.

1. Any of entity/office/workshop of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
2. Any of subsidiary of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
3. Any of entity/office/workshop of your organisation/incorporation, controlled in a country sharing land border with India, If yes, provide the full address of all such locations.
4. Any of entity whose beneficial owner is situated in a country sharing land border with India, If yes, provide the full name, address of all such locations.
5. Any Indian Agent available, If so, Provide details of address and contacts.
6. Any employee/directors who is/are citizen of country sharing land border with India, If yes, provide the full name, employee code and address of all such locations.
7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.



Meaning of beneficial owner

- 1) In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a) Controlling ownership interest means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
 - b) “control” shall include the right to appoint majority of the directors or to control the management rights or shareholder’s agreement or voting agreement.
- 2) In case or a partnership firm the beneficial owner is the natural person (s) who whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of capital or profits of the partnership.
 - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.
 - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - 5) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust and any other natural person exercising the ultimate effective control over the trust through a chain of control of ownership.
 - 6) An agent is a person employed to do any act for another, or to represent another in dealing with third person.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, we hereby declare that we do not belongs to any such country and are eligible to be considered.

In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per law.

Format is being filled without altering any of the clause mentioned in the given format**

Dated: _____

Authorised Sign and stamp _____



****(To be submitted In the company letter head by supplier)******

Declaration of Local Content by Local supplier

Subject: Public Procurement (Preference to Make In India)

References:

Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links <https://dipp.gov.in/public-procurements>

http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf

http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf

https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

We hereby declare with reference to above subject and references that

M/s -----(Tick whichever is applicable as below)

"Class-I local supplier" meeting the requirement of minimum local content equal to 50% (fifty percent) or more defined in the above government notification for the goods and services

(or)

"Class-II local Supplier" meeting the requirement of local content 20% to less than 50% (fifty percent) defined in the above government notification for the goods and services

(or)

Non Local supplier (If not belonging to Class-I & Class-II)

Please mention the details against the following:

Enquiry no:----- dated. -----

Type of Supplier (Class-I/Class-II)

Product:-----

Project:.....

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

We also understand that the 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.

Authorized Signature M/s-----

(Signature and seal)

Place:.....

Date:.....