# बार्ग इ.स. मिन्ना

BHEL/EMRP/PUR/Y/210845645R

### **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.

[(2835 8715/2835 8737, Fax No. 022-28231161/28364587] •[E mail : rupam@bhel.in / mgaikwad@bhel.in]

#### **NOTICE INVITING TENDER**

							W.O. No.: 492	26-12
M/s								
	••••••	•••••						
•••••			Sub: N	IIT for Supp	oly of mat	terial:		
Sealed t	ender are ir	nvited in tv	vo bid sys	tem for supp	oly of	2 - 2		
Sr. No.	-	I.	ltem	Description	1	0	Approved Make	Qty.
	(i) The manufaction stage of properties of p	ured with production y, piston, ng to stan n the scope ects. ody of the standard upto the lity and hi	Il be rot stringent and in acc pumps a dard mar e of supply jacks cons and shamarked caigh perfor	oust and so quality concordance with all other with and desiry. The equipation of the label to apacity. The mance duri	trol meath accepter accession. All toment show the withstare steel using loading	construction, sures at every able standards. sories shall be the accessories all be complete as oil shall be as ad the pressure sed shall be of ag condition. A or handling the	HMC, Sun- Run, Atlas, V-TECH Power Hydraulic, Gemini power hydraulics, Aeco, VANKOS & COMPANY / BHEL approved vendor	
1	base of the the piston locking and screw during (iv) The contractions of the contraction	ne jack book meant for rangement ing loading operating in the properating in the properation in the properat	dy and shor pressing or pressing of shall e g condition od of sta	nall give frion go the oil from	ction free om the ja non-retur h made	hinged to the movement to ack sump. The mof the jack of drop forged end, shall be		1 No. each
	supplied a (v) The to	long with to p of the jachipping v	the jacks. ck shall be with the sh		ame hard n of the e	ened and shall equipment.		
	Capacity	Height	Lift	Transverse	No. of unit	Marin Magaza		
	5 T	500 mm	250 mm	250 mm	1 No.			
2	10 T	500 mm	250 mm	250 mm	1 No.			
	25 T	650 mm	300 mm	400 mm	1 No.			

Date: 01-07-2025

#### 1. Technical Terms and conditions:

- 1.1 Acceptance Norms:
  - a) As per Specification No. EM-RAMMAM-MWS-GTS-00 & PTS-05
  - b) To be packed suitably to prevent any damage during transport and long term storage.
  - c) In fully tested conditions as per customer requirement / technical specification.

#### **Important Notes:**

- 1. The offers of the bidders who are on the banned list, as also the banned list of offers of the bidders, who engage the services of the banned firms, shall be rejected, the list of banned firms available on BHEL site www.bhel.com.
- 2. MSE suppliers can avail the indented benefits only if they submit any of the following documents along with offer:
  - 2.1 Udyog Aadhaar Memorandum & Acknowledgement.
  - 2.2 Valid NSIC Certificate,
  - 2.3 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."
- 3. Evaluation Criteria: Price evaluation shall be on the basis of total landed cost of each item to BHEL, EMRP Mumbai. The evaluation currency for this tender shall be INR.
- 4. As a registered vendor of BHEL, standards mentioned as above / in the drg should be available with you; however, the same can be supplied on request.
- 5. "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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

Commercial terms and conditions, General terms and conditions & Procedure for submission of tender is enclosed alongwith offer should be submitted strictly in accordance with the same.

Tender Enquiry No.

: BHEL/EMRP/PUR/Y/210845645R

dtd: 01-07-2025

Tender Submission date

: 15-07-2025 up to 2:00 pm.

Tender Opening date

: 15-07-2025 at 2:30 pm. in conference Hall.

Anticipating your reply,

For Bharat Heavy Electricals Itd.

#### Annexure II

Tender Enquiry No. BHEL/EMRP/PUR	/Y/210845645F	2		Date: 01-07-2025
Bidder's Ref No:			<i>y</i> '	

#### **NO DEVIATION CERTIFICATE**

We here by accept and agree to all the Techno-Commercial & general terms and conditions given in the above referred tender enquiry without any deviation.

Authorized Signatory, With seal of the company

OR

#### 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 else where in the offer document shall not be considered.

Sr. No.	Clauses	Accepted	Not Accepted	Deviation	Cost Implication
1	Technical clause 1				
2	Commercial Clause: Documents Required 2.1				
3	Price clause 2.2			* 'SI	
4	Price variation clause 2.3			¥-,.	
5	Validity clause 2.4		*		
6	Delivery required clause 2.4		×		
7	Delivery place clause 2.5			* * * * * * * * * * * * * * * * * * * *	18 1-1
8	L. D. Clause 2.6		1		
9	Place of Dispatch 2.7		* 100		
10	Delivery Place 2.8			T filletening.	
11	Transportation clause 2.9			100	
12	Packing & Forwarding cl 2.10				
13	Payment terms clause 2.11			E.	CONTRACTOR
14	Taxes & duties clause 2.12		1		Till
15	Transit insurance cl. 2.13				
16	Inspection clause 2.14				
17	Warrantee clause 2.15			N 81	
18	Online Demonstration 2.16				
19	Non-Disclosure Agreement clause 2.17				
20	Risk Purchase clause 2.18				
21	Force Majeure clause 2.19				
22	Defective Material Replacement 2.20				The same
23	Mandatory Spares 2.21				*
24	General terms & conditions clause 3.1 to 3.10			1.50	

We confirm acceptance of all other terms and conditions of NIT.

Signature of the bidder Seal of the company

#### Annexure III

#### Tender Enquiry No. BHEL/EMRP/PUR/Y/210845645R

Bidder's Ref No:		
		THE RESERVE OF THE PARTY OF THE

## Proforma for Price Bid Part "B" (in Rupees)

1	2	3	4	5	6	7	8	9	10	11
Sr. No.	Description	Basic unit rate	Total Qty. (Nos.)	Total Basic cost (3x4)	P & F Charges	TPT Charges	Other charge s if any	Sub Total (5+6+7+8)	GST on (9)	Total COST (9+10)
	Hydraulic Tansverse Jacks (Capacity 5									
1	Tonnes) as per Specification No. EM- RAMMAM-MWS- GTS-00 & PTS-05		01							
2	Hydraulic Tansverse Jacks (Capacity 10 Tonnes) as per Specification No. EM-RAMMAM- MWS-GTS-00 & PTS-05		01							
3	Hydraulic Tansverse Jacks (Capacity 25 Tonnes) as per Specification No. EM- RAMMAM-MWS-GTS- 00 & PTS-05		01							

#### Note:

- 1. Vendors should clearly indicate the rates of GST as per above Proforma.
- 2. Final evaluation shall be carried out after considering GST credit available to BHEL.
- 3. HSN code to be mentioned in the offer.

Authorized Signatory, with Seal of company

Date: 01-07-2025

#### 2 Commercial Clause:

#### Bidder to submit following Documents:

#### 2.1 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. (as applicable)
- 2. OEM certificate (if any)
- 3. MSME certification along with UDYAM no. (if applicable)
- 4. Duly signed "No deviation schedule"/ deviation sheet".
- 5. GeM documents with acceptance of Terms & Condition with company seal and sign.
- 6. Documents pertaining to PQC

#### B. After placement of Purchase Order:

1.Mechanical, Chemical & Electrical properties (as applicable) Test certificate as per material specification and relevant IS / Calibration certificate before dispatch of material and acquire MDCC from BHEL before dispatch of material at site.

2.QAP (if applicable)

#### C. After dispatch of material:

- 1. Original Invoice immediately after dispatch,
- 2. One copy of LR immediately after dispatch.
- 3. One copy of Proof of receipt of material of material at destination.
- 4. Warranty certificate as per clause No. 2.15
- 5. Detailed Packing list/ Delivery challan,
- 6. Operation and maintenance manual. (If applicable)
- 7. OGA / Data Sheet/Catalogue etc., user manual foundation drgs. (as applicable)
- **2.2** Price: Price should be quoted for destination basis inclusive of transportation, or any other expenditure.
- 2.3 Price variation clause: Price offered should remain firm till the supply of material (full quantity).
- 2.4 <u>Validity:</u> Your offer should be valid for a period of 90 days from the date of opening of the Techno-Commercial Bid.
- .2.5 <u>Delivery Required</u>: Specified delivery within 12 weeks from the date of issue of P.O. / LOI. However early delivery is preferred.
- 2.6 <u>L D Clause</u>: 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 <u>Delivery Place</u>: Free delivery at :

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 shall be included in the quoted price & shall remain firm for total supply.

2.10 Packing & Forwarding: Price should be quoted inclusive of all Packing & Forwarding charges. Additional charges, if any shall not be entertained at later stage. Material should be packed in proper wooden casing using suitable material i.e. plastic sheet, 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: RAMMAM STAGE-III HEP, NTPC
- c) Packing List
- d) Item Description & Quantity

#### 2.11 Payment Terms:

- Payment of 90% of basic cost towards supply + 100% taxes + all other charges will be made within 90 days (45 days for MSE vendors & 60 days for Medium vendors) after submission of all documents as per CI.No.2.1.c above and acceptance of material at EMRP.
- Payment of Balance 10% of respective basic value shall be made against submission of PBG (Performance Bank Guarantee) of equal amount (10% of the basic order value) from a nationalized bank valid for warrantee period as per Cl. No. 2.15 from the date of supply. In any case if vendor do not furnish the PBG for any reason, balance 10% of basic value shall be paid after completion of warrantee Period.
- 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.
- 2.12 Taxes & Duties: The quoted price shall be inclusive of GST as may be applicable on date of submission of offer as per GeM process. 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 noncompliance / 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: Material shall be inspected at BHEL-EMRP. However, vendor has to submit all test report and results or COC or both for approval before dispatch of item. Vendor has to obtain prior approval on the test reports and MDCC (Material Dispatch Clearance Certificate) before dispatch of material from BHEL.
- 2.15 Warranty: 12 months from the date of supply.
- **2.16** Online Demonstration: In case of Online demonstration (if applicable) and if requested by BHEL shall be in vendor scope for free of cost. No extra Charges for the same shall be paid. The online demonstration shall be valid till completion of warrantee period.

- 2.17 Non-Disclosure Agreement: All drawings and technical documents relating to the product or it's 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 such intellectual property of BHEL to promote his own business with others. BHEL reserves 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.
- 2.18 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
- **2.19** 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 certifies 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.

2.20 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.

#### 2.21 Mandatory Spares:

SI. No.	Description	Quantity	Applicable Y/N	Remark
01	Indicating Lamp (each used type)	02 Nos.		E - hr
02	Fuses (each used type)	05 Nos.	-	
03	Plugs & Sockets (each used type)	04 Nos.		
04	Belts (each used type)	05 Nos.		
	ADDITIONAL S	SPARES IF ANY	•	
01				
02				
03	¥ 100 m			

#### 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.
- 3.5 In case of dispute, steps shall be taken by the parties to settle the same through negotiations.
- 3.6 In case dispute is not settled in negotiation, it shall be referred to a Conciliation appointed by BHEL.

- 3.7 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.
- 3.8 The place of arbitration shall be at Mumbai only.
- 3.9 The Civil Courts at Mumbai shall have jurisdiction to entertain the cases arising out of the arbitration proceedings.
- 3.10 "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.

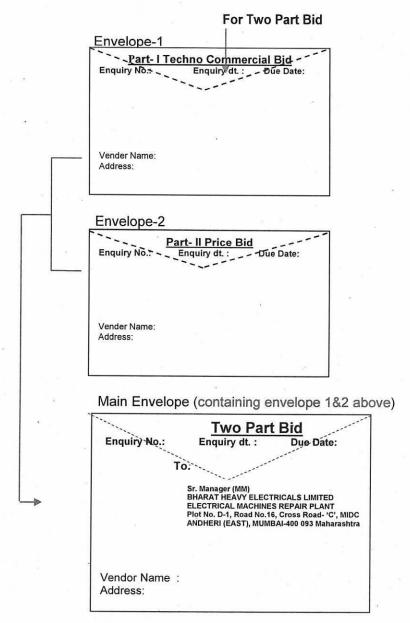
In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable."

Yours faithfully For Bharat Heavy Electricals Itd.

#### PROCEDURE FOR SUBMISSION OF TENDER

- **4.1** Bidder shall submit the offer in two bid system in two different sealed covers.
- 4.2 Part 'A': Techno-Commercial Bid.
- 4.3 Part 'B': Price Bid.
- 4.4 Tender No., date and due date of opening should be written on both the covers.
- 4.5 These two covers shall then be placed in a large cover and sealed. The large cover should also have Tender no., Date and Due Date. This should be dropped in the tender box placed at the entrance of our works before due date and time.
- 4.6 Part 'A' Techno Commercial Bid: Techno Commercial Bid shall contain technical and commercial offer as per NIT Proforma, indicating acceptance of NIT terms, as per Annexure-I. Acceptance of all technical and commercial terms and conditions given in the format Annexure I. (No Deviation certificate and deviation Proforma), duly filled in signed as required. Blank price-bid proforma indicating only rates of taxes and duties applicable without rate / price of material should be enclosed with the techno-commercial bid Part A.
- 4.7 Part 'B' Price Bid Part B should contain only the price duly filled in Price Bid Proforma Annexure II, without any terms and conditions. Any terms and conditions, if mentioned in the price bid, shall be ignored and not considered. Price Bid received in open condition will be considered only if the offer is technically and commercially accepted without any deviation. The offer received having price bid in open condition and with technical/commercial deviation will be rejected.
- 4.8 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.

#### SUBMISSION OF TENDER



Sealed envelope should reach addressee on or before 02:00 p.m. of Enquiry Due Date

#### PROCESS: -

- On the due date, after 2:00 pm, the main envelope containing the other two sealed envelopes would be
  opened. Thereafter, the envelope containing the techno commercial bid (part I) would be opened.
- The price bid envelope would be kept sealed which would be opened at a later date for only those suppliers
  who would qualify in the techno commercial bid. During scrutiny of offer, suppliers are supposed to reply for
  clarifications, if asked, within a week's time.
- The bids shall be evaluated on total delivered cost to BHEL (HESG rate).
- The offers shall also be suitably loaded for any deviation from the Terms and Conditions to arrive at the HESG rate.