



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.

[t2835 8739/2835 8737, Fax No. 022-28231161/28364587]

•[E mail : manishdm@bhel.in / mgaikwad@bhel.in]

NOTICE INVITING TENDER

BHEL/EMRP/PUR/T/210333083

Date: 02-11-2023

W.O. No.: 1961-27, 1970-27, 2931-27R
& 2941-27R

M/s.
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.....
.....

Sub: NIT for Supply of material:

Sealed tender are invited in two bid system for supply of Supply, Assembly & Testing of touch Screen Membrane for GERSYS Make DDU (QTY. 15 Nos.)

1. Technical Terms and conditions:

1.1 Acceptance Norms: As per COC.

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." 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 <http://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."

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/T/210333083 dtd: 02-11-2023

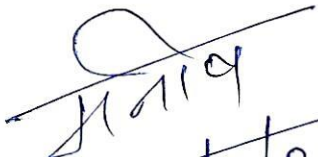
Tender Submission date : 22-11-2023 up to 2:00 pm.

Tender Opening date : 22-11-2023 at 2:30 pm. in conference Hall.

Anticipating your reply,

**Yours faithfully
For Bharat Heavy Electricals Ltd.**

Encl:A/a


2/11/2023.

Annexure I

Certificate of Chartered Accountant on Letter Head

This is to certify that M/s _____ (herein after referred to as company) having its registered office at _____ is registered under MSMED Act 2006 (Entrepreneur Memorandum No. _____ (Part-II) dated _____ category _____ (Micro / Small) (Copy enclosed)

Further verified from Books of Accounts that the investment of the company as on date _____ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e., original cost excluding land and building and the items specified by the ministry of small scales Industries vide its notification No. S.O.1722 (E) dated October 5 – 2006.

Rupees: _____ Lacs.

2. For Service Enterprise: Investment in plant and machinery (i.e., Original cost excluding land and building and furniture fittings and other items not directly related to the services rendered or as may be notified under the MSMED Act 2006.

Rupees: _____ Lacs.

The above investment of Rs. _____ Lacs is within the permissible limit of Rs. _____ Lacs for _____ Micro / Small (Strike off whichever is not applicable) category under MSMED Act 2006.

Date:

(Signature)

Name: -

Membership Number

Seal of the Chartered Accountant

Annexure II

Tender Enquiry No. BHEL/EMRP/PUR/T/210333083

Date: 02-11-2023

Bidder's Ref No: _____

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: Price clause 1.1				
3	Price variation clause 1.2				
4	Validity clause 1.3				
5	Delivery required clause 1.4				
6	Delivery place clause 1.5				
7	L. D. Clause 1.6				
8	Packing & Forwarding cl 1.7				
9	Payment terms clause 1.8				
10	Transportation clause 1.9				
11	Taxes & duties clause 1.10				
12	Transit insurance cl. 1.11				
13	Inspection clause 1.12				
14	Guarantee / Warranty clause 1.13				
15	Non-Disclosure Agreement clause 1.14				
16	Risk Purchase clause 1.15				
17	Force Majeure clause 1.16				
18	General terms & conditions clause 3.1 to 3.10				

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


2/11/2023.

Signature of the bidder
Seal of the company

Annexure III

Tender Enquiry No. BHEL/EMRP/PUR/T/210333083

Date: 02-11-2023

Bidder's Ref No: _____


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 charges if any	Sub Total (5+6+7+8)	GST on (9)	Total COST (9+10)
1	Supply, Assembly & Testing of touch Screen Membrane for GERSYS Make DDU		15							

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.


2/11/2023.

Authorized Signatory, with
Seal of company

1. COMMERCIAL TERMS AND CONDITIONS

- 1.1 **Price:** Price should be quoted for supply of material in full quantity.
- 1.2 **Price variation clause:** Price offered should remain firm till the supply of material.
- 1.3 **Validity:** Your offer should be valid for a period of **90 days** from the date of opening of the Techno-Commercial Bid.
- 1.4 **Delivery Required:** Specified delivery within **08 weeks** from the date of issue of P.O. / LOI. However early delivery is preferred.
- 1.5 **Delivery Place:** Free delivery to our stores at BHEL, EMRP, MIDC, Andheri (E), Mumbai-400 093.
- 1.6 **L D Clause:** LD @ 0.5% per week shall be deducted from the bill subject to maximum of 10 % of the basic price, if the material is not delivered within the contractual delivery period as per purchase order. LD shall be applicable for the item / no. of items supplied beyond contractual delivery period and not for the total order quantity.
- 1.7 **Packing & Forwarding:** Vendor should duly pack all the material in wooden boxes to avoid any damage during transit. BHEL reserves the right to reject the material if not properly packed or found damaged. Vendor may quote packing charges separately in price-bid.
- 1.8 **Payment Terms:** Our standard payment terms are **90 days, (45 days for MSMED Vendors)** from the date of receipt of the material in our stores. In any case payment against Proforma invoice shall not be payable. HSN/SAC Code to be mentioned on Invoice against each items.
- Payment will be made through e-payment only. Vendor shall submit 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 our stores. However, transportation charges will remain firm for total supply.
 - Part dispatch is acceptable, however payment shall be made only after completion of all supplies against one W.O.
- 1.9 **Transportation:** BHEL prefers free delivery to our stores, if vendor offers price ex-works; they should clearly specify the transportation charges in their price-bid.
- 1.10 **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.
- 1.11 **Transit Insurance:** By vendor.
- 1.12 **Inspection:** Material will be inspected on receipt of material at our works. However, all the Test reports, certificates and related documents as applicable to be submitted while dispatch.
- 1.13 **Guarantee / Warranty:** 12 months from the date of supply.
- 1.14 **Non-Disclosure Agreement:** All drawings 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 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.

1.15 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.

1.16 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. PROCEDURE FOR SUBMISSION OF TENDER

2.1 Bidder shall submit the offer in two bid system in two different sealed covers.

2.2 Part 'A': Techno-Commercial Bid.

2.3 Part 'B': Price Bid.

2.4 **Tender No., date and due date of opening should be written on both the covers.**

2.5 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.

2.6 **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.

2.7 **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.

2.8 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.

3. 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.

Enclosure for NIT (Purchase) page: 3

- 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.

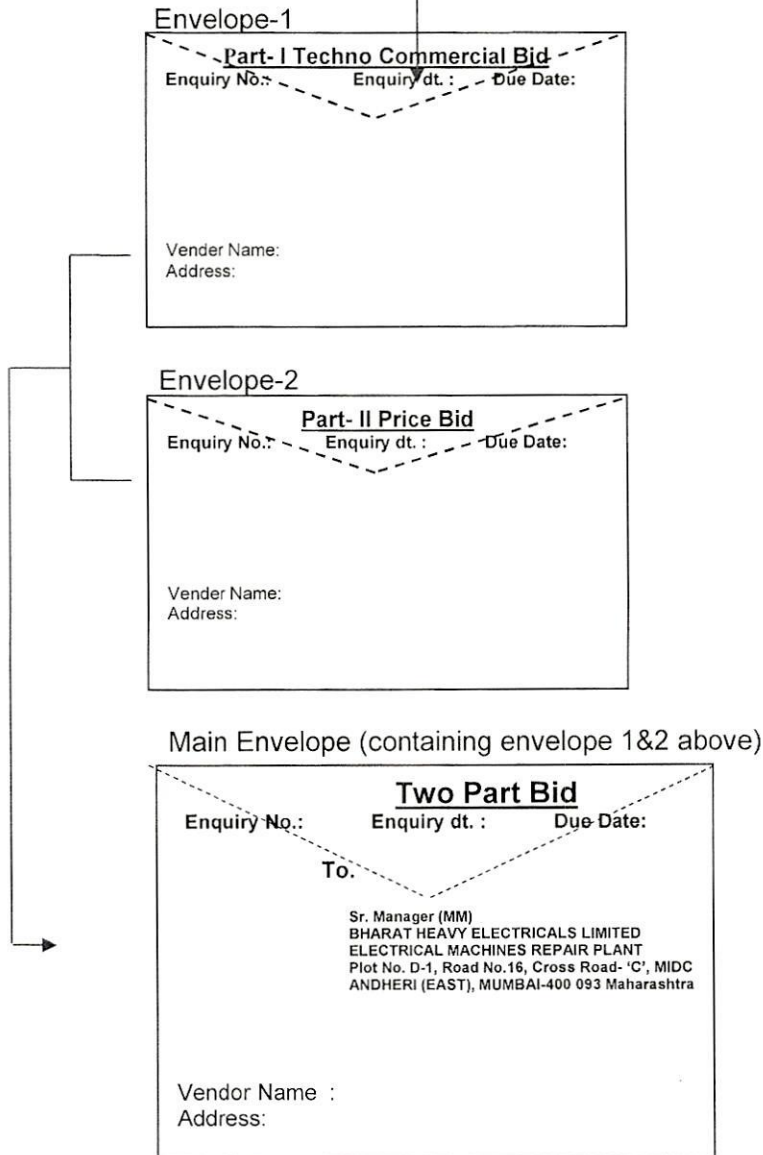
In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable."

Yours faithfully
For Bharat Heavy Electricals Ltd.


2/11/2023.

SUBMISSION OF TENDER

For Two Part Bid



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.