



# 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.

[t28358739 / 2835 8737, Fax No. 022-28231161/28364587/Mob.- 8435804594]

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

## Notice Inviting Tender

NIT No: BHEL/EMRP/PUR/B/210323041

Date: 04-11-2022

M/S.....  
.....

### Sub: NIT for GATE WAY FOR MU OF BHEL

Sealed tender are invited in two-bid system for GATE WAY FOR MU OF BHEL Make Propulsion Loco (WAG-9/WAP-7) BHEL Material Code – TI0668086211, you are requested to submit your most competitive offer for supply of said material.

### Technical Terms and conditions:

- a) **Acceptance Norms:** As per Material Test Certificate & Purchase Specification No. PS/445/2712
- b) Please quote in Indian Rupee, offer received in other currency will not be accepted.

### Important Note:

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](http://www.bhel.com).
2. **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.
3. "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 & conditions, General terms & conditions and Procedure for submission of tender are enclosed herewith. Offer should be submitted strictly in accordance with the same.

Tender Enquiry : BHEL/EMRP/PUR/B/210323041

Dated: 04-11-2022

Tender Submission date : 25-11-2022 up to 2:00 pm.

Tender Opening date : 25-11-2022 at 2:30 pm. in conference Hall.

Anticipating your reply,

Yours faithfully  
For Bharat Heavy Electricals Ltd.

## 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

**Techno-Commercial Bid (Part-A)****Pre-Qualification Criteria**

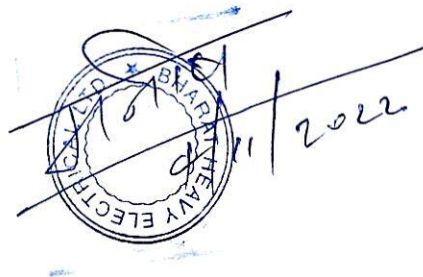
Tender Enquiry: BHEL/EMRP/PUR/B/210323041 dtd. 04-11-2022

Bidder Ref.: \_\_\_\_\_

Sl. No.	Description	Submitted	Not Submitted	Remarks
1	Bidder should submit copy of at least two purchase orders received during last Seven years from 2015-16 to 2021-2022 (any customer) for the supply of above said item/ similar item to establish capability.			
2	Bidder to confirm that average annual financial Turn Over during last 3 years (2018-19, 2019-20 & 2020-21) is at least Rs. 3 Lakh Latest ITCC annual report Balance sheet and Profit & Loss account) of the same to be submitted.			
3	BHEL registered vendor should submit their vendor code along with the related documents. Also vendor to inform the name of BHEL unit where they are registered for this item.			

**Note:** Necessary supporting documents should be submitted in technical bid.

The offers without supporting documents as per PQR may not be considered for evaluation.


Authorized Signatory,  
With Seal of company



## Techno-Commercial Bid (Part-A)

Tender Enquiry: BHEL/EMRP/PUR/B/210323041 dtd. 04-11-2022

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	<b>Technical Clause:</b>	
1.1	<b>Supply of following Item:</b> GATE WAY FOR MU OF BHEL Make Propulsion Loco (WAG-9/WAP-7) BHEL Material Code – T10668086211 (Qty. 04 Nos.)	
1.2	<b>Acceptance Norms:</b> As per Material Test Certificate & Purchase Specification No. PS/445/2712	
2.0	<b>Commercial Clause:</b>	
2.1	<b>Bidder to submit following Documents:</b> <b>Documents Required:</b> <b>A. At the time of offer submission:</b> <ol style="list-style-type: none"> <li>Product catalogue with complete specification, Make and Model No., physical dimension of the product etc.</li> <li>OEM certificate if any.</li> <li>MSME certification along with UDYAM no. (if applicable)</li> <li>Duly signed "Unpriced bid".</li> </ol> <b>B. After placement of Purchase Order:</b> <ol style="list-style-type: none"> <li>Test certificate/ Calibration certificate before dispatch of material.</li> <li>QAP (if applicable)</li> </ol> <b>C. After dispatch of material:</b> <ol style="list-style-type: none"> <li>Original Invoice immediately after dispatch.</li> <li>One scanned copy of LR immediately after dispatch.</li> <li>Guarantee certificate as per clause No. 2.17</li> <li>Detailed Packing list/ Delivery challan.</li> <li>Operation and maintenance manual.</li> <li>OGA / Data Sheet/Cataloge etc., user manual foundation days (as applicable).</li> </ol>	
2.2	<b>Price:</b> Price should be quoted strictly as per proforma for price bid. FOR destination basis inclusive of transportation, or any other expenditure.	
2.3	<b>Validity of Offer:</b> 90 days from the date of technical bid opening.	
2.4	<b>Price variation:</b> Price offered should remain firm till the supply of material (full quantity) & Commissioning (as applicable)	
2.5	<b>Delivery Period:</b> Within 08 Weeks from the date of PO/LOI.	
2.6	<b>Delayed Delivery Penalty:</b> 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	<b>Place of dispatch:</b> The vendor has to clearly specify the place from where material will be dispatched.	
2.8	<b>Delivery Place:</b> 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	<b>Transportation:</b> 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	<b>Packing &amp; Forwarding:</b> 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.	
2.11	<b>Payment Terms:</b> <ul style="list-style-type: none"> <li>Payment of 100% of basic cost towards supply + 100% taxes+ 100% of Transportation, packing &amp; forwarding and all other charges will be made within 90 days (45 days for MSE vendors) after acceptance of material at EMRP.</li> <li>Payment will be made through e-payment only. Vendor should furnish bank details if not submitted earlier.</li> <li>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.</li> <li>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).</li> </ul>	
2.12	<b>Taxes &amp; Duties:</b> 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	<b>Transit Insurance:</b> By Vendor.	
2.14	<b>Inspection:</b> By RITES at EMRP. Vendor has to submit test certificates / calibration certificates and obtain prior approval on the test reports and MDCC (material dispatch clearance certificate) before dispatch of material.	
2.15	<b>Interpretation of contract:</b> 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	<b>Dispatch Documents:</b> Dispatch documents must consist of copy of LR, tax invoice, delivery challan, test certificates / reports, packing list and guarantee / warrantee certificates.	



Cl. No.	Terms & conditions:	Confirmation by bidder (Accepted/ Not Accepted)
2.17	<b>Guarantee / Warrantee Period:</b> 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	<b>Evaluation Criteria:</b> Price evaluation shall be done on the basis of total landed cost of all together items 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	<b>MSE Clause:</b> 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	<b>Risk Purchase:</b> 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	<b>Force Majeure:</b> 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	<b>Non -Disclosure Agreement:</b> All Drawing 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 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	<b>Defective Material replacement:</b> 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	<b>Fraud Prevention Policy:</b> 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">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.	
3.0	<b>GENERAL TERMS AND CONDITIONS</b>	
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 <a href="http://www.bhel.com">www.bhel.com</a>	
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

# Annexure - IV

## Proforma for Price Bid Part "B"

Tender Enquiry: BHEL/EMRP/PUR/B/210323041 dtd. 04-11-2022

Bidder Ref.: \_\_\_\_\_

NIT Item No.	Item Description	Quantity (A)	UOM	Unit Rate (B)	Total Basic Cost (C) = (A X B)	Packing And Forwarding Charges (Item Wise) (D)	Transportation Charges (Item Wise) (E)	Any Other Charges (F)	Sub Total Cost (G) = (C+D+E+F)	GST in % (H)	GST Amount (I) = G X H	Total Cost (J) = (G + I)
1	GATE WAY FOR MU OF BHEL Make Propulsion Loco (WAG-9/WAP-7) BHEL Material Code – T10668086211	4	Nos.									

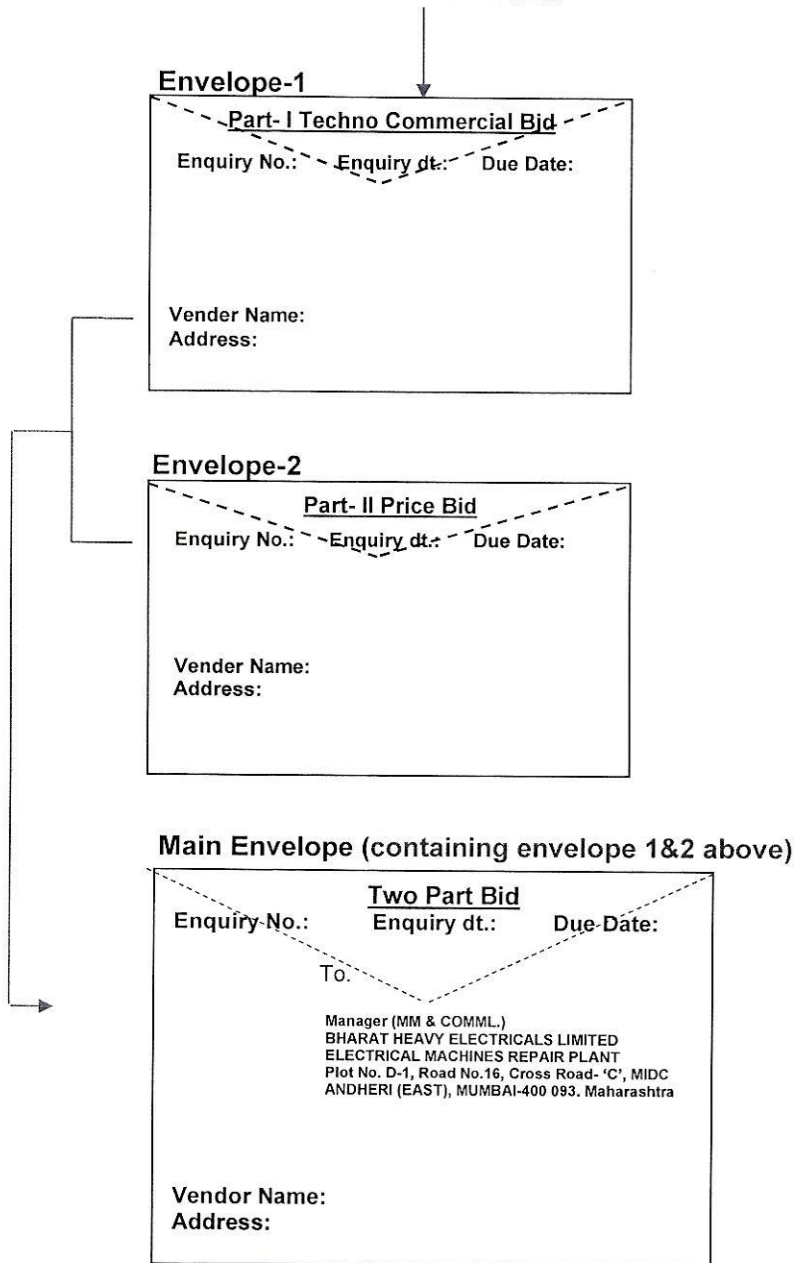
Authorized Signatory,  
With Seal of company

### Notes :

- 1 Quoted unit rate for supply, P&F, transportation charges, any other charges, GST value to be taken in numbers (Rs.).
- 2 Please quote for the item as per enquiry/specification as finalized during techno-commercial clarifications exchanged. Transportation and P&F will be in bidder's scope.
- 3 Vendors should confirm place of dispatch of material to enable decision on applicability of % of GST with HSN code details.
- 4 Vendors should clearly indicate the rates of GST applicable as per Proforma.
- 5 Bidders to check the correctness of the data & calculation part for FOR Destination rates and inform the discrepancy (if any) to our notice prior to the Part II opening else it will be assumed that all data & calculations confirms to your offer.



**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 & Conditions to arrive at the HESG rate.