



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 8737/2835 8702, Fax No. 022-28231161/28364587

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

NOTICE INVITING TENDER

NIT No: BHEL/EMRP/PUR/T/210333102

Date: 07-03-2024

W.O.: 2963-27S

M/S.....

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Sub: NIT for Lightning Arrestor Secondary and Primary

Sealed tender are invited in two-bid system for supply of following material:

Description of material:

1. Lightning Arrestor Secondary as per BHEL Part No.Ti0668099101, as per Specification No. TSG-AC EMU-SPEC/ 015 REV NO. 00. (Qty. 02 Nos.)
2. Lightning Arrestor Primary as per BHEL Part No. Ti0668099100, as per Specification No. TSG-AC EMU-SPEC/ 015 REV NO. 00. (Qty. 02 Nos.)

Technical Terms and conditions:

a) **Acceptance Norms:** as per Material Test Certificate and Specification: TSG-AC EMU-SPEC/015 Rev. No. 00

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 website www.bhel.com.
2. "MSE suppliers can avail the indented benefits only if they submit Udyog Aadhaar Memorandum & Acknowledgement documents along with an offer:
"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 landed cost of each item to BHEL-Mumbai.
4. "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 along with offer should be submitted strictly in accordance with the same.


Tender Enquiry : BHEL/EMRP/PUR/T/210333102 Date: 07-03-2024

Tender Submission date: 27-03-2024 up to 2.00 pm.

Tender Opening date : 27-03-2024 at 2.30 pm. in conference Hall.

Anticipating your reply,

Yours faithfully
For Bharat Heavy Electricals Ltd.


7/3/24.

Annexure I

Tender Enquiry: BHEL/EMRP/PUR/ T/210333102

Date: 07-03-2024

Bidder's Ref No: _____

NO DEVIATION CERTIFICATE

We hereby accept and agree to all the Techno-Commercial and general terms & conditions given in the tender enquiry No. **BHEL/EMRP/PUR/ T/210333101** Date: **06-03-2024**, 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 elsewhere in the offer document shall not be considered.

Sr. No.	Clauses	Accepted	Not Accepted	Deviation
1	<u>Commercial Clause:</u> Price clause 1.1			
2	Validity clause 1.2			
3	Price variation clause 1.3			
4	Delivery required clause 1.4			
5	Delayed Delivery Penalty clause 1.5			
6	Place of dispatch 1.6			
7	Delivery place clause 1.7			
8	Transportation clause 1.8			
9	Packing & Forwarding clause 1.9.			
10	Payment terms clause 1.10			
11	Taxes & duties clause 1.11			
12	Transit Insurance clause 1.12			
13	Inspection clause 1.13			
14	Interpretation of Contract 1.14			
15	Evaluation criteria clause 1.15			
16	Guarantee Certificate clause 1.16			
17	Non-Disclosure Agreement Clause 1.17			
18	Risk Purchase Clause 1.18			
19	Force Majeure Clause 1.19			
20	General terms & conditions clause 3.1 to 3.10			

We confirm acceptance of all other terms and conditions of NIT

**Signature of the bidder
Seal of the company**

Note: It may be noted that offers with deviation & cost implications columns not filled are liable to be rejected

Annexure II

Tender Enquiry No. BHEL/EMRP/PUR/ T/210333102

Date: 07-03-2024

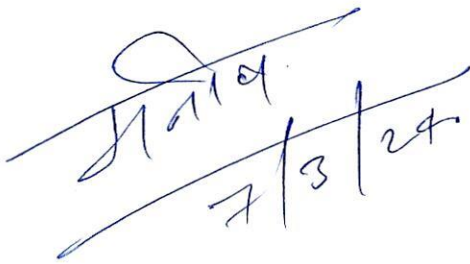
Bidder's Ref No: _____

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	Lightning Arrestor Secondary as per BHEL Part No.Ti0668099101, as per Specification No. TSG-AC EMU-SPEC/ 015 REV NO. 00		02							
2	Lightning Arrestor Primary as per BHEL Part No. Ti0668099100, as per Specification No. TSG-AC EMU-SPEC/ 015 REV NO. 00		02							

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**



Annexure – III

Vendor Details:

Sl. No.	BHEL's Parameter	Vendor's Compliance
1.	Name of the supplier with complete address & web site , if any	
2.	Telephone No./ Fax No (with STD code)./ E-mail etc.	
3.	E-mail addresses	
4.	Names of the contact persons for clarifications	
5.	Address of the works at which inspection/ delivery is offered	
6.	Company GST No.	

Annexure IV

Pre-Qualification Criteria

Tender Enquiry No. BHEL/EMRP/PUR/ T/210333102

Date: 07-03-2024

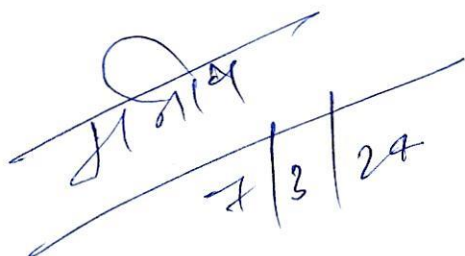
Bidder's Ref No: _____

1	2	3	4	5
Sr. No.	Description	Submitted	Not Submitted	Remarks
1	Bidder should submit copy of at least two purchase orders received during last five years from 2018-19 to 2022-23 (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, 2020-21 & 2022-23) is at least Rs. 3 Lakhs. 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:

1. Necessary supporting documents should be submitted in technical bid.
2. Vendor's not fulfilling PQR, shall not be considered for further evaluation.

Authorized Signatory,
With Seal of company


2/3/24

1. COMMERCIAL TERMS AND CONDITIONS

1.1 Price: Price should be quoted strictly as per proforma for price bid on FOR destination basis Inclusive of transportation, or any other transit expenditure. For bid evaluation, price will be calculated on the basis of landed cost to BHEL as per the price proforma.

Documents Required: Vendor has to submit following documents alongwith Technical Bid:

- a) Product catalogue with complete specification, Make and Model No., physical dimension of the product etc.
- b) OEM certificate, if any.
- c) PQR documents as per Annexure – IV along with Part-I (Technical Bid)
- d) Annexure – I completely filled without any deviation
- e) Completely filled Annexure – II of NIT in a Price Bid envelope (Separate Envelope)

1.2 Validity of offer: 90 days from the date of Technical Bid opening / extended date.

1.3 Price variation clause: Price offered should remain firm till the supply of material (full quantity)

1.4 Delivery Period: Within 12 weeks from the date of PO/LOI. Early delivery will be preferred.

1.5 Delayed Delivery Penalty: LD shall be 0.5 % of the order value per week of delay or part there of 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 order value per week of delay or part thereof subject to a maximum of 10% of revised 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.

1.6 Place of dispatch: The vendor has to clearly specify the place from where the material will be dispatched.

1.7 Delivery Place: Free delivery at following Site.

BHEL -EMRP, MUMBAI
Bharat Heavy Electricals Ltd.,
Electrical Machines Repair Plant
Sr. Manager (Stores),
Plot No. D1, C- Cross Rd. No. 16, Andheri M.I.D.C.
Andheri (East), Mumbai – 400 066.
Maharashtra.

1.8 Transportation: Shall be arranged by Vendor. (Vendor scope). The charges if any may be given in the price bid.

1.9 Packing & Forwarding: Price should normally be quoted inclusive of all Packing and Forwarding charges. The charges if any may be given in the price bid. The material should be packed in wooden casing duly secured to avoid any transit damage.

The Packing Box shall have following Markings:

- a) BHEL PO No. and Date
- b) Group Name: **TRACTION**
- c) Packing List
- d) Item Description & Quantity.

1.10 Payment Terms:

- Payment of 100% of Order Value will be made within **90 days** of submission of bills after receipt of material at BHEL-STORES (**45 days for MSME vendors**).
- Payment will be made through e-payment only. Vendor should furnish bank details if not Submitted earlier.
- NO ADVANCE PAYMENT WILL BE MADE.

1.11 Taxes & Duties: 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.

1.12 Transit Insurance: By Vendor

1.13 Inspection: Material will be inspected at BHEL-Stores on receipt of material at our stores. Vendor has to submit all test reports, calibration certificate etc. Guarantee Certificate, during dispatch.

1.14 Interpretation of Contract: In case of two or more than two interpretations or differences in any of the technical specifications or terms and conditions of the contract then the interpretation which is in favour of BHEL shall be final & binding.

1.15 Evaluation Criteria: Price evaluation shall be done on the basis of landed cost of each item to BHEL.

1.16 Guarantee Certificate: Vendor to submit the guarantee certificate mentioning equipment guarantee for 12 months from the date of supply .

1.17 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.

1.18 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.

1.19 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.

Enclosure for NIT (page no 03 of 04)

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

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

1.2 Part 'A': Techno-Commercial Bid

2.3 Part 'B': Price Bid

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

2.6 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.

2.7 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 II**. (No Deviation certificate and deviation Proforma), duly filled in signed as required. Blank Price Bid Proforma indicating only the rates of taxes and duties applicable, **without rate / price for material**, should be enclosed with the techno-commercial bid Part A.

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. Date of opening of price bid shall be communicated to only those bidders whose Techno-Commercial bid will be accepted.

2.9 Part 'B': Price Bid Part B should contain only the price duly filled in Price Bid Performa Annexure III, **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.

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 terms and conditions of purchase prevailing in Bharat Heavy Electricals Limited.

3.4 Any dispute arising out of this shall be referred to the sole arbitration of Unit Head, BHEL, EMRP, Mumbai OR any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Mumbai.

3.5 All suits in respect of this NIT shall be in the courts of Mumbai.

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.

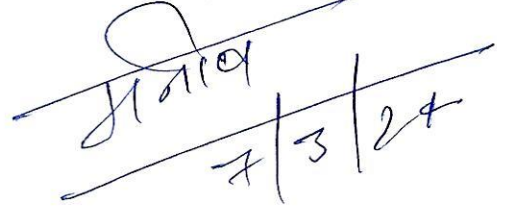
3.8 The place of arbitration shall be at Mumbai only.

3.9 The Civil Courts at Mumbai shall have jurisdiction to entertain the cases arising out of the arbitration proceedings.

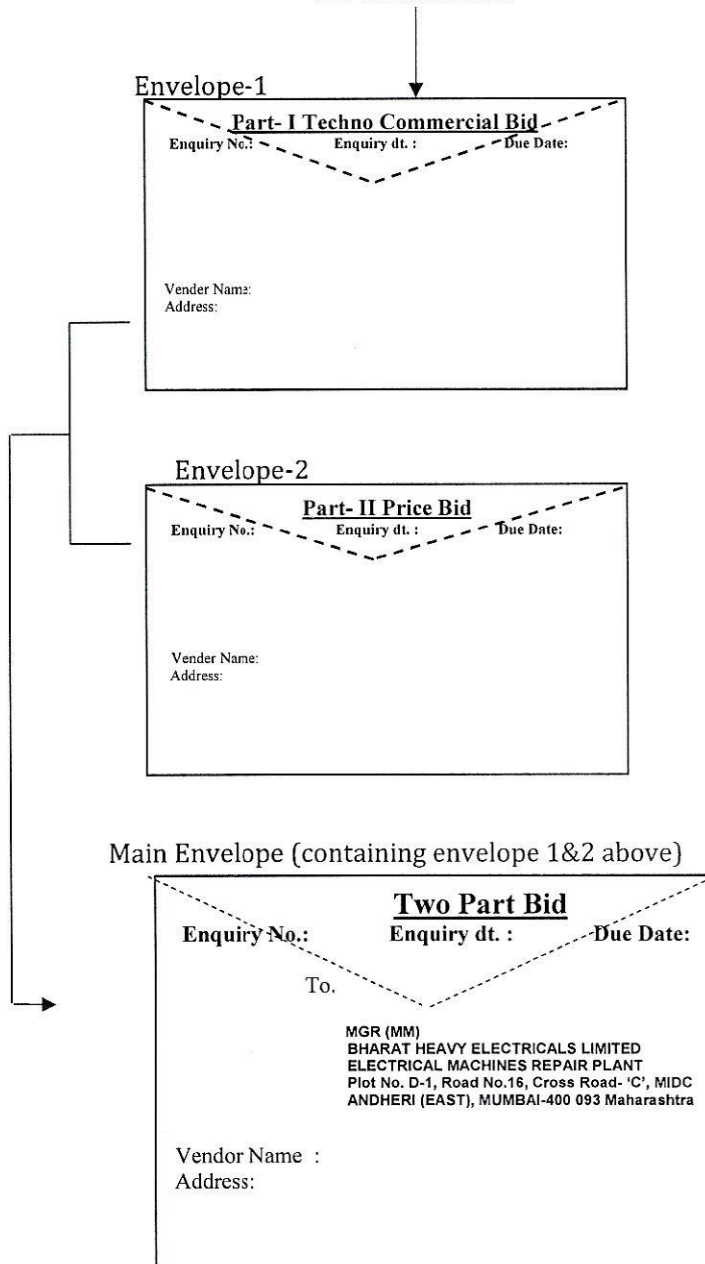
3.10 "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO 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.**

Handwritten signature and date. The signature is written in blue ink and appears to be 'S. S. S. S. S.'. Below the signature, the date '7/3/24' is written in blue ink.

**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-scommercial 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.