



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 8715/2835 8737, Fax No. 022-28231161/28364587]

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

NOTICE INVITING TENDER.

BHEL/EMRP/PUR/SC/W/211138033

Date: 10-08-2023

W.O. No. 70

M/s.
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Sub: NIT for Testing & Filtration of Transformer

Sealed tender are invited in two bid system for Testing & Filtration of Oil of 400KVA Transformer (Qty-2 Nos.)

Scope of Works:

- I. Filtration and Testing of Oil of 400KVA Transformer.
- II. BDV, PPM and Acidity Test to be done & report to be submitted.
- III. Refilling of Silica Gel in Breather.
- IV. Completion Certificate to be submitted.

Technical Terms & conditions:

1. **Acceptance Norms: Completion certificate to be submitted.**

NOTE- Vendors may visit EMRP to understand the job before quoting.

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 all items together to BHEL, EMRP Mumbai. The evaluation currency for this tender shall be INR.
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 No. : BHEL/EMRP/PUR/SC/W/211138033 dtd: 10-08-2023
Tender Submission date : 30-08-2023 up to 2:00 pm.
Tender Opening date : 30-08-2023 at 2:30 pm. in conference Hall.

Anticipating your reply,

10/8/23
10/8/23

Yours faithfully
For Bharat Heavy Electricals Ltd.

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Encl:A/a

Annexure I

Tender Enquiry No. BHEL/EMRP/PUR/SC/W/211138033

Date: 10-08-2023

Bidder's Ref No: _____

NO DEVIATION CERTIFICATE

We here by accept and agree to all the Techno-Commercial & general terms & 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	Payment terms clause 1.7				
9	Transportation clause 1.8				
10	Taxes & duties clause 1.9				
11	Earnest Money Clause 1.10				
12	Security Deposit 1.11				
13	Transit insurance cl. 1.12				
14	Inspection clause 1.13				
15	Warrantee Cl. 1.14				
16	Non-Disclosure Agreement clause 1.15				
17	Risk Purchase clause 1.16				
18	Force Majeure clause 1.17				
19	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

Annexure II

Tender Enquiry No.- BHEL/EMRP/PUR/SC/W/211138033

Date: 10-08-2023

Bidder's Ref No: _____

Proforma for Price Bid Part "B"

Sl. No.	Description	Qty. (Nos.)	Unit Rate per / Nos. as per total cost to BHEL as per break up below (INR)	Total Price (INR)
1	Oil Filtration of 400 kVA Distribution Transformer with test report of BDV, PPM & Acidity along with recharging of Silica Gel Breather	2		

Break-up of above total unit rate: (INR)

Sr. No.	Description	Basic unit rate	Service Tax (Specify rate)	Transportation charges (Specify)	Any Other (Specify)	Total (1+2+3+4)
1.0	Oil Filtration of 400 kVA Distribution Transformer with test report of BDV, PPM & Acidity along with Recharging of Silica Gel Breather					

Note:

1. Vendors should clearly indicate the rates of taxes and duties applicable as per above Proforma.
2. Final evaluation shall be carried out after considering GST credit available to BHEL.
3. If transportation charges not specified separately, it is considered that vendor has included the same in basic cost and no additional charges shall be applicable after placement of P.O.

Authorized Signatory,
with Seal of company

Annexure III

PRE-QUALIFICATION CRITERIA

Tender Enquiry No: - BHEL/EMRP/PUR/SC/W/211138033

Date: 10-08-2023

Bidder's Ref No: _____

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 (2019-20, 2020-21 & 2021-2022) is at least Rs. 10,000. 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

**Authorized Signatory,
with Seal of company**

Vendor to fill this Annexure (PQC)

Sl. No.	Description	Submitted	Not Submitted	Remarks (If any)
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 (2019-20, 2020-21 & 2021-2022) is at least Rs. 30,000. 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.			

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 completion of work.
- 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:** Completion of all test within **02 Weeks** from the date of issue of PO/ handing over the site/Confirmation by BHEL for site readiness whichever is later. All required manpower, tools & tackles/ instruments are in bidder's scope. BHEL shall only provide free power supply.
- 1.5 **Delivery Place:** Work place is 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 work is not completed within 02 weeks after confirmation / handing over the site by BHEL or issue of purchase order, whichever is later.
- 1.7 **Payment Terms:** Our standard payment terms are **90 days, (45 days for MSMED Vendors)** from the date of completion certificate. 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 shipment/dispatch is acceptable, however payment shall be made only after completion of all supplies against one W.O.
- 1.8 **Transportation:** In vendor scope; they should clearly specify the transportation charges in their price-bid.
- 1.9 **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.
- 1.10 **Earnest Money Clause:** The bidders have to submit interest free EMD along with Techno-commercial Bid for Rupees Five Hundred (Rs. 500/-) in the form of NEFT / Demand Draft / pay order drawn Banker's Cheque in favour of BHEL. In case of opting NEFT Route, bidders must provide UTR details along with the Bid.
 - 1.10.1 EMD of successful tenderer will be retained as part of security deposits.
 - 1.10.2 EMD of all unsuccessful tenderer, shall be refunded normally within 15 days of award of work.
 - 1.10.3 EMD by the tenderer will be fortified as per NIT conditions if:
 - 1.10.3.1 After Techno-commercial opening of tender and within the offer validity period of 90 days if the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - 1.10.3.2 The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/Contract.

1.10.4 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on suspension of business dealings with supplier / contractors" and forfeited/released based on the action as determined under these guidelines.

1.10.5 BHEL EMRP BANK DETAILS:

Bank Name: CANARA BANK

Account No.: 2840256000029

IFSC Code: CNRB0002678

Branch: MUMBAI-400 093

1.10.6. Eligible MSME vendor is exempted from submission of EMD.

1.10.7 EMD is exempted in following cases:

- a) Joint Venture or subsidiary companies of BHEL
- b) Central / State PSUs / Government departments.

1.10.8 **Submission of EMD:** To be submitted in Envelope before due date of Opening of Techno-commercial offer at:

MM Department,

Bharat Heavy Electricals Limited,

Plot No. – D1, C-Cross Rd. No. 16, Andheri – MIDC, Andheri (E), Mumbai – 400093

(Please mention NIT No & Date, Due Date, Vendor Name with complete address and contact details.)

1.11 **Security Deposit:** Successful bidder shall deposit security deposit amount of 5% of the total contract basic price. Contractor may opt for paying 50% of security deposit in the following form of:-

- i. Cash (as permissible under the extant Income Tax Act)
- ii. Local Cheques of scheduled Banks (subject to realization)/ Pay Order/Demand Draft/Electronic Fund Transfer in favour of "Bharat Heavy Electricals Limited".
- iii. Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv. Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL.
- v. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security.
Balance 50% will be deducted from the contractors' bill.

Security deposit will not carry any interest.

1.12 **Transit Insurance:** By vendor.

1.13 **Inspection:** At BHEL-EMRP, All the Test reports, certificates and related documents as applicable to be submitted after completion of work along with completion certificate.

1.14 **Warranty:** 12 months from the completion Certificate.

1.15 **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.

1.16 **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.

- 1.17 **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. PROCEDURE FOR SUBMISSION OF TENDER

- 2.11 Bidder shall submit the offer in two bid system in two different sealed covers.
- 2.12 Part 'A': Techno-Commercial Bid.
- 2.13 Part 'B': Price Bid.
- 2.14 **Tender No., date and due date of opening should be written on both the covers.**
- 2.15 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.
- 2.16 **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.
- 2.17 **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.
- 2.18 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.
- 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."

Handwritten signature
10/8/23

Yours faithfully
For Bharat Heavy Electricals Ltd.,

Handwritten signature

SUBMISSION OF TENDER

For Two Part Bid

Envelope-1

Part- I Techno Commercial Bid

Enquiry No.: Enquiry dt. : Due Date:

Vendor Name:
Address:

Envelope-2

Part- II Price Bid

Enquiry No.: Enquiry dt. : Due Date:

Vendor Name:
Address:

Main Envelope (containing envelope 1&2 above)

Two Part Bid

Enquiry No.: Enquiry dt. : Due Date:

To.

Sr. Manager (MM)
BHARAT HEAVY ELECTRICALS LIMITED
ELECTRICAL MACHINES REPAIR PLANT
Plot No. D-1, Road No.16, Cross Road- 'C', MIDC
ANDHERI (EAST), MUMBAI-400 093 Maharashtra

Vendor Name :
Address:

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.