

**BHARAT HEAVY ELECTRICALS LTD., BHOPAL
MODERNISATION DIVISION
BLOCK – 7, BPRV Annexe,
PIPLANI, BHOPAL – 462 022 M.P. (India)**

PHONE NO.: +91 755 2502358/2505699/ 2503706

GLOBAL TENDER NOTICE NO.: MM/MOD/23-24/E8023033R

Online bids in Two Part Bid System are invited for Supply of the following item:

S.N	Enquiry no.	Item	Qty.	EMD (in Rs.)	Due date
01	E8023033R	Portable Loss Measurement System	01 Set	2,00,000/-	05.06.2023

Complete tender document are available on BHEL e-Tendering website <https://eprocurebhel.co.in> and the tender to be submitted online along with the proof of EMD submission. Bids to be submitted before 3.00 pm on the due date.

(1) Tenders may not be considered if :

- (1) Tender not submitted in two bid, i.e., technical and price bid separate.
- (2) Authorization letter from the manufacturer is not enclosed with the technical bid when the offer is submitted by trading / marketing agency.
- (3) Copy of agreement between principal and Indian agent (in case offer is submitted through agent) indicating scope of work of Indian agent and agency commission payable to him is not enclosed with the technical bid.

Note:

- (1) For evaluation, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (technical bid in case of two part bid) shall be considered.

- (2)** EMD - EMD shall be paid only through online payment mode, no other payment mode is acceptable. ***For payment in Foreign Currency*** - This can be swift transferred to BHEL's account no. 10170392780 in State Bank of India (SBI), Swift code – SBININBB117, IFSC code-SBIN0001920 , ***for payment in Indian currency*** - for online payment through NEFT/RTGS the Bank details are SBI A/c No.-30855948540, IFSC code-SBIN0000519 The proof of swift transfer i.e E-receipt must be attached along with Part – A (Techno-commercial bid).

Procedure for online submission of EMD is given below:-

- (1) Please enter the following link in your internet address browser or click on the following link <https://www.onlinesbi.com/prelogin/icollecthome.htm>. Please click on “proceed” after clicking “Check Box” to proceed for payment.
- (2) Now the SBI's SB-Collect site gets opened. Please select state of Corporation as “Madhya Pradesh” and type of Corporation as “Industry” and then click on “GO” appearing on the screen.
- (3) Now select “Bharat Heavy Electricals, Bhopal” from the dropdown table appearing against “Select Industry” and click submit.

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- (4) Now select “Deposit Of Earnest Money Deposit ” category from the dropdown table appearing against “select category” and click submit.

Instruction related to fill formats are mentioned:

IP*	Please Select “EMDEP ”
Name of the depositor *	Name of your firm ,on whose name tender are submitting .
Enquiry or Tender ref No.*	Enquiry No. or Notice of Tender Reference No. (i.e“E8023033R” for this Tender)
Enquiry or Tender Ref No. Date *	Enquiry date or Notice of tender Reference No Date.
Tender Issuing Dept*	Department Name who Invites tender(i.e “MOD ” for this Tender)
Amount Deposited *	Amount of EMD
Remarks	Additional information required to be mention , if any

Following shall be exempted from EMD:

- Central / State – PSUs / Government Departments.
- Micro and Small Enterprises (Valid NSI / DIC Certificate required) Only for manufacturer.

(2.1) EMD will be forfeited if the successful bidder / vendor refuses to honor the Purchase Order after award of the same on him and / or withdraw his bid and / or unilaterally changes the offer and / or any of its terms & conditions within the validity period.

(2.2) EMD given by all un-successful bidders shall be refunded on acceptance of award / LOI / PO by successful bidder. The EMD of successful bidder shall be returned on submission of Performance Bank Guarantee by the vendor after acceptance of equipment at BHEL.

(2.3) EMD shall not carry any interest.

- (3)** Bidder to quote price of ‘Supply portion’ and ‘Erection & Commissioning’ separately. The

Erection and commissioning price shall be minimum 10% of total quoted value (inclusive of supply , freight, insurance, P&F, etc. and E&C charges.). In case where E&C value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment.

(4) Integrity Pact (IP)

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

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(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

*No routine correspondence shall be addressed to the **IEM** (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:*

Details of contact person(s):

1)

Name : Sh. R Sarna
Deptt:_ WEX & MOD
Address: Block - 2,
BHEL,Bhopal-462022
Phone: (0755-2505755/9425604482)
Email: rsarna@bhel.in
Fax: N/A

2)

Name : Mrs . Kirti Singh
Deptt: Modernisation
Address: Block - 7, BPRV Annexe
BHEL,Bhopal-462022
Phone: (0755-2502358 / 7587571252)
Email: kirtisingh@bhel.in
Fax: N/A

(5) All Bank Guarantees shall be strictly as per BHEL's formats. No deviation will be accepted. Also, in lieu of BG, stand by LC will not be accepted.

"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest".

(6) Details on Capacity / Supply and E & C performance of Bidder:

Bidder must furnish specific details of company performance in the enclosed Annexure – I

(A. Capacity Details, B. Performance of Supplies to BHEL).

Submission of this information by vendors is mandatory. BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and / or false information is given by the bidder.

(7) "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."

(8) Preference to Make in India

"For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Nonlocal supplier and purchase preference to Class I local supplier, is

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as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".

(9) For this tender, there is relaxation only against financial Pre-Qualification criteria (PQR) for MSE vendors.

(10) "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L -1 will be decided by soliciting discounts from the respective L -1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidders (s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."

(11) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

(12) **RA Clause:-** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno- commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

(13) Conflict of Interest among Bidders/ Agents:

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, If ;

a) they have controlling partner (s) in common ;

or

b) they receive or have received any direct or indirect subsidy/financial stake from any of them;

or

c) they have the same legal representative/agent for purposes of this bid;

or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder;

or

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are

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involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid;

or

- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/foreign agent on behalf of only one principal;

or

- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

or

- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."

(14) PQC condition related to Financial PQR. –

Financial PQR- Average Turnover of the bidders for last three financial year ending 31/03/2018-19, 2019-20 and 2020-21 (In case of foreign bidders corresponding financial year adopted) shall be equivalent to Rs 1.2 Crores. TT selling Exchange rate as on tender due date shall be considered for the purpose of conversion in case of foreign bidders.

Indigenous Bidders -Audited P&L and Balance sheet of above mentioned Three Financial Year to be submitted.

Foreign bidders- Audited P&L and Balance sheet of above mentioned Three Financial Year Or Business Information Report (BIR) by D&B specifying turnover of above mentioned Three Financial Year or Turnover of above mentioned Three Financial Year duly certified by their statutory auditors to be submitted.

(15) Tax and Duties:

The offered prices in case of foreign bidders shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.

Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances and Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits).

GST/ Income Tax TDS applicable as per Law shall be deducted.

Indian Bidders-Bidders to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law.

Vendor to ensure compliance to timely filing of monthly GST return . GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.

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(16) Document for Foreign Bidder:

- (i) Seller shall send 1 set of original negotiable documents comprising of Bill Of Lading/AWB, Invoice & Packing List, in English, within 7 days of B/L date / 1 day of AWB date by DHL/courier and also share documents through email to fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in within 1 day of dispatch
- (ii) One original negotiable set of clean on board freight prepaid (in case of CIF/CIP/CFR) / to pay (In case of ex-works/FOB/FCA) combined transport bill of lading/AWB showing beneficiary as shipper and Govt. of India on behalf of Bharat Heavy Electricals Limited, Bhopal As Consignee And Notify: BHEL Rod Mumbai, 14th floor. World Trade Centre-1, Cuffe Parade Colaba, Mumbai 400005 India. phone no +91 22 22171345/22171346/22171370
- (iii) One set of original negotiable invoice and packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with dimensions of each package.
- (iv) Original Certificate of Country of Origin (COO) issued by Chamber of Commerce
- (v) Original One set of Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate, etc as applicable, is to be submitted by Seller. If Seller and OEM are different, then Test Certificate/ Calibration Certificate/Third Party Inspection Certificate, etc as applicable, from OEM will be also be submitted by Seller. O&M Manual where called for, shall be submitted by Seller.
- (vi) Seller's declaration that wood - packing material used in packing is in accordance with IPPCC standard ISPM no.15 and has been labelled compliant with IPPCC mark by manufacturers or beneficiary's declaration that wood- packing material has not been used packing of the goods.
- (vii) Pre Dispatch Clearance Issued By BHEL Referencing - Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate No., etc., as applicable, and their dates.
- (viii) Permanent Establishment Business Certificate (PEBC) as per Annexure A / B Clause 16C of GTC, as applicable. In case of Services, additionally Form 10 F of Income Tax Act, 1961 and Tax Residency Country (TRC) of Seller's Country is required, as per Clause 16D of GTC.
- (ix) Supplier should additionally forward TWO sets of above original negotiable documents (Sl 1 to 11) through DHL / Registered airmail or AWB by captain's mail within three days OF OBL/AWB date to each of the following :- (i)AGM(CMM-FE), BHEL, 2nd floor,ADM building,Piplani,Bhopal-462022,India. (ii)AGM (ROD, BHEL Mumbai), BHEL, ROD, 14th floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai - 400005. Phone / mob. No.: 022-22171301 email intimation of the above to be sent to fin_fp.bpl@bhel.in, fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in
- (x) Guarantee / Warranty Certificate, As applicable, issued by seller in one original. If Seller and OEM are different, Guarantee/ Warranty Certificate, as applicable, from OEM will be also be submitted by Seller.
- (xi) Certificate from shipping company or its agent or its owner or master or charterer stating that the carrying vessel is seaworthy and the vessel is classified by an approved classification society as per institute classification clauses and classified as Lloyds 100 A1 or its equivalent classification stating that the vessel is not more than 25 years old.

(xii) Marine/air insurance policy or certificate, blank endorsed, dated not later than the date of OBL/AWB, full set in the negotiable form in the currency of credit covering 110% of the invoice value. Insurance to include institute cargo clauses (a), institute war clauses (marine cargo) and institute strike clauses (marine cargo) with claims payable in India. Insurance to cover from supplier's warehouse to INPT Nhava Sheva Mumbai / Mumbai Seaport / Mumbai Airport/ ICD,Mandideep, as applicable

(xiii) The destination terminal handling charges (DTHC) will be paid by BHEL directly to the terminal and same will not be paid to the shipping line of vendor. If shipping line charges the DTHC to BHEL, the same along with any additional/consequential expenses incurred (like detention/ demurrage, ground rent, penalty, etc) will be recoverable from beneficiary's bills confirmed via seller's/beneficiary bank swift.

(xiv) If seller/beneficiary does not comply or deviates from any of the above clauses/compliances, then any additional charges, demurrage, detention, ground rent, clearance charges, penalty, etc imposed on or borne by/paid to BHEL due to such non-compliance/deviation, etc., shall be to the account of the seller/beneficiary and shall be recoverable from the seller's/beneficiary's bills .Confirmed via seller's/beneficiary bank swift.

(xv) Beneficiary to send email intimation about despatch of goods giving details of OBL/AWB no. & its date, BHEL purchase order number, invoice no. & its date, currency & invoice value, packing list, PDCC ref no. & date, LC no., seller's bank reference no., if & as applicable to fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in

(xvi) Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.

(xvii) In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO.

(17) All the documents uploaded by vendor in NIC portal should be sealed and signed. Pointwise confirmation of attached Annexures A / Annexure B shall be submitted.

(18) Please quote your best rate through your DSC (Digital Signature Certificate) in our E-Tender system on or before due date. Paper bid will not be accepted in E-Tender.

Note: Tender should be submitted online on BHEL e-Tendering website <https://eprocurebhel.co.in>. Late tenders will not be considered.

All corrigenda, addenda, amendments, time extensions, clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) ONLY. Bidders should regularly visit website to keep themselves updated.