Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Power Sector – Southern Region
Tek Towers, No 11, Rajiv Gandhi IT expressway, Okiyam
Thoraipakkam, Chennai – 600 097
Fax: Email: narayanan@bhel.in; sprabhu@bhel.in; hena@bhel.in;

Volume-IB SPECIAL TERMS AND CONDITIONS

OPEN TENDER ref: ENQ 20 PS 0005 PUR 34 dt 08.02.2021 DUE ON: 19-02-2021 for the Supply of Digital Portable Vibration Meter – 5 nos to PSSR HQ, Tek Towers, No 11, Rajiv Gandhi IT expressway, Okiyam Thoraipakkam, Chennai – 600 097.

This is an E-tender floated online through our E-Procurement Site **https://eprocurebhel.co.in/nicgep/app** The bidder should respond by submitting their offer online only in our e-Procurement platform at **https://eprocurebhel.co.in/nicgep/app** Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids shall be submitted as described in NIT:

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm complaint and also should be class 3 (signing and encryption). For the same, the users have to ensure that they have Windows7/Windows 10 installed in their respective PC/Laptop.
Important dates:

Document Download/sale Start date: 9/02/2021: 09:00 Hrs
Bid Submission start date: 15/02/2021: 09:00 hrs
Last date of submission of offer 19/02/2021 10:00 hrs
Techno-commercial offer shall be opened on 19/02/2021 17:15 hrs

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING:

1. NODEVIATION CERTIFICATE on Letter Head
2. Power of Attorney on Non- Judicial Stamp paper duly notarized.
3. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid
4. Scanned copy of Techno-Commercial Offer and Duly filled all Annexure in NIT.
5. Experience details with Document Proof
    a. Previous POs and their related Invoices or Order completion certificate issued by the customer
    b. GST & PAN,
6. Unpriced RATE SCHEDULE.

2. **The Total PRICE Quoted should be on FOR DESTINATION** and FIRM till the Completion of the Order. No revision in rate shall be entertained after opening of the tenders. Rates quoted shall be inclusive **of all taxes and all charges including initial calibration charges on F.O.R Destination basis**. Supplier

should furnish all GST details separately in their offer / invoice, for BHEL to avail GST CREDIT benefits. The GST value will be deducted while comparing your offer to arrive L1 status.

3. Goods and service Tax (GST) & Cess

3.1. The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

3.2. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.

3.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will as below:

BHEL GSTN - 33AAACB4146P2ZL
NAME – BHEL PSSR
ADDRESS: PSSR HQ, Tek Towers, No 11, Rajiv Gandhi IT expressway, Okiyam Thoraipakkam, Chennai – 600 097

3.4. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.

3.5. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.

3.6. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.

3.7. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.

3.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.

3.9. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.

3.10. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL

4. All taxes and duty other than GST & Cess.

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

5. **Statutory Variations**

   Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

6. **New Taxes/Levies** –

   In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

7. **Direct Tax**

   BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act**.**

8. **LIQUIDATED DAMAGES & RISK PURCHASE:** Seller is to understand that "Time is the essence of the contract". Hence the delivery of the goods s mutually agreed, specified in the purchase order should be adhered to within the time mentioned. Where the seller supplies/dispatches the materials beyond the delivery date, as specified in the order, the Purchaser will have no obligations to accept the goods.

   In case of delay in receipt of materials at the delivery point, for reasons not attributable to BHEL, the Purchaser will levy LD, if time extension and PO amendment is not issued. The vendor should request Purchaser for amendment to PO for time extension if reasons are not attributable to him before submission of invoice

   Based on delivery conditions, following LD clauses shall be operated

   a) LD shall be 0.5% of the total order value per week of delay or part there of subject to a maximum of 10% of the total order value.
   b) In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value. However, even if a staggered delivery schedule for Capital Machine/ BOPs is agreed, the LD cap will be levied on total order value and not undelivered portion of the order value
   c) In case of any amendment/revision, the LD shall be linked to the amended/revised PO value

   RISK AND COST:

   BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

i). Contractor/ Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor / supplier including unexecuted portion of work / supply does not appear to be executable within balance available period considering its performance of execution.

ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

iii). Non-completion of work / Non- supply by the Contractor / supplier within scheduled completion / delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor / supplier.

iv). Termination of Contract on account of any other reason (s) attributable to Contractor.

v). Assignment, transfer, subletting of Contract without BHEL's written permission.

vi). Non-compliance to any contractual condition or any other default attributable to Contractor / supplier.

Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

Risk & Cost Amount= [(A-B) + (A x H/100)]

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

* Balance scope of work/supply (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

Note: Incase portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work/supply shall be calculated in line with LD clause no. 33 of GCC, for the delay attributable to contractor/supplier. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work / supply in case of termination of contract" is given below.

i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1

ii). Let the value of executed work / supply till the time of termination of contract= X

iii). Let the Total Executable Value of work / supply for which inputs/fronts were made available to contractor / supplier and were planned for execution till termination of contract = Y

iv). Delay in executed work / supply attributable to contractor i.e. T2=[1-(X/Y)] x T1

v). LD shall be calculated in line with LD clause (clause no 33) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

The following sequence shall be applicable for recoveries from contractor/ supplier on whom Risk & Cost has been invoked, after informing the Contractor/Supplier of the total proposed recovery:

a) Dues available in the form of Bills payable to contractor/ supplier, SD, BGs against the same contract.

b) Demand notice for deposit of balance recovery amount will be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.

c) If contractor/ supplier fails to deposit the balance Risk & Cost amount as per (b) above within the period as prescribed in demand notice, following action shall be taken for balance recovery:

i). Dues payable to contractor/ supplier against other contracts in PSSR/BHEL shall be considered for recovery.

ii). If recovery cannot be made out of dues payable to the contractor/ supplier as above, balance amount to be recovered, shall be informed to other Regions/Units of BHEL for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor/ supplier.

iii). In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor/supplier.

9. BHEL have the rights to evaluate the offers on item wise or package wise and further to place orders on Item wise or Package wise or more than one Vendor.

10. void

11. **SUSPENSION OF BUSINESS:** It may be noted that guidelines / rules in respect of 'Suspension of Business dealings', 'Vendor evaluation format', Quality, Safey & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

12. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site "http://www.bhel.com → tender notification".

 Signature and Seal of the Bidder

13. **FRAUD PREVENTION POLICY:** "The bidder along with its associate/collaborators/sub-contractors /consultants/service providers shall strictly adhere to BHEL. Fraud prevention policy displayed on BHEL website htpp://www.bhel.com and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice."

14. **Reverse Auction. Not applicable for this tender.**

15. **PAYMENT TERMS**: "90% payment of Supply value shall be made within 30 days from the date of receipt of material at destination and on submission of complete documents to BHEL PSSR HQRS, Chennai. Balance 10% shall be released on submission of Performance Bank Guarantee valid for 30 days beyond the warranty period by Supplier from any of the consortium banks of BHEL for 10% of total PO value in prescribed format.".

DELIVERY PERIOD: Instrument shall be supplied by 06.03.2021 or 30 days from date of Purchase order whichever is later. Inspection of instrument is after receipt of instrument at PSSR, Head Quarters, Chennai. Inspection report shall be required for payment

16. **Documents required for payment:**

For payment of 90% and 100% GST amount

(a) 3 sets signed copy and stamped copy of GST invoice with correct BHEL GST number.
(b) Store receipt voucher (SRV)
(c) Way bill or E way bill
(d) Guarantee certificate
(e) Inspection report from consignee
(f) Warranty certificate
(g) All testing and calibration reports from manufacturer.

For payment of balance 10%

(a) Invoice copy
(b) Performance bank guarantee as per NIT

18. Tender Conditions for MSE supplier: MSE suppliers can avail the intended benefits only if they submit the following documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer:

BHEL shall take decision on Purchase Preference to MSEs as follows:

1) IF L-1 BIDDER IS OTHER THAN Micro and Small Scale Enterprises (MSEs).

a) In tender, participating Micro and Small Scale Enterprises (MSEs) quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE (L1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices..

b) Total tendered quantity shall be divided as follows:

 Signature and Seal of the Bidder

In the ratio of 75 : 18.75 : 6.25 (if L-1 bidder is non MSE), where 75% order will be placed on L-1 bidder, 18.75% on MSE and 6.25% on MSE (owned by SC/ST) subjected to following conditions:

I. MSEs Matches L-1 price.
II. If no MSE owned by SC/ST has participated in the tendering process, portion earmarked (6.25%) will be awarded entirely to other MSE (not owned by SC/ST) i.e. total 25% will be awarded to them. In case of tender item is non-splitable or non dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE.

b) If no MSE matches the L-1 price, then entire order shall be awarded to L-1 bidder.

2) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (NOT OWNED BY SC/ST). In tender, participating MSEs, owned by SC/ST, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price. MSE (owned by SC/ST) shall be allowed to supply up to 25% of total tendered value/quantity. In case of more than one such MSE (L1+15%), L3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.

3) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (OWNED BY SC/ST).
100% order will go to the L-1 bidder

4) Participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom and their ownership is established in case they are claiming the portion earmarked for MSEs owned by SC/STs.

5) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

6) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm.

a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
c) In case of Private limited companies, at least 51% share shall be held by SC/ST promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

7) Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation shall be applicable. Bidder who is claiming 3% of the quantity earmarked for Women entrepreneurs are required to submit the documentary evidence to establish the ownership of MSE firm owned by Women entrepreneurs.

a) In case of proprietary MSE, proprietor(s) shall be a Women.

b) In case of partnership MSE, the Women partners shall be holding at least 51% shares in the unit.

c) In case of Private limited companies, at least 51% share shall be held by Women promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

Note: All these preferences are applicable, subject to the submission of applicable certificates (i.e. District Industries Centers OR Khadi and Village Industries Commission OR Khadi and Village Industries Board OR Coir Board OR National Small Industries Corporation OR Directorate of Handicrafts and handloom OR Udyog Aadhaar Memorandum OR any other body specified by Ministry of Micro Small and Medium Enterprises). **Declaration of UAM number on CPPP portal is mandatory for MSE bidders to enjoy the benefits as per Public Procurement Policy for MSEs order 2012 for tenders invited electronically through CPPP only**

8) MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either ENTREPRENEUR MEMORANDUM PART II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or ENTREPRENEUR MEMORANDUM PART II certificate along with CA certificate (Format enclosed as per MSE Annex - 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 ENTREPRENEUR MEMORANDUM

PART 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 supplier till the supplier submits these documents.

Type under MSME	SC/ST owned	Women owned	Others
Micro			
Small			
Medium			

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause (Public procurement policy 2012 and MSMED act 2006) at time of tender evaluation. " 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 supplier till the supplier submits these documents".

Payment Terms: Payment shall be made to Successful Bidders (MSEs) within 45 days from receipt of clear invoice.

BHEL shall take decision on Relaxation of norms for Startups MSEs:

a) Start-ups MSEs are relaxed to condition of prior turnover and prior experience subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR,2005. However, BHEL may not relax the Start-up MSEs, where there is procurement of items related to safety, health, critical security operations and equipment's etc.,

19. void

20. Commitment, performance of the contract and punitive action thereof:

21.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

21.2 Commitment by Bidder / Supplier / Contractor:

21.2.1 The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

21.2.2 The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

21.2.3 The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation, to BHEL. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

21. Land Border clause for the bidder

Compliance to Restrictions under Rule 144 (xi) of GFR 2017

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -

a. An entity incorporated established or registered in such a country; or
b. A subsidiary of an entity incorporated established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

   Explanation

   a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
   b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.

22. Make In India preference – Not applicable as per clause 4 of DPII order P-45021/2/2017 PP (BE -11) dt 16.09.2020

Pre - Qualification Criteria for Portable Vibration meter

Ref: IND: 20:PS:0005:TSX:4, Dt : 17th June 2020

Vendor should have supplied 02 nos. of similar Portable Digital Vibration meter.

Ensures supply of:

(i) All applicable accessories including 1 No. spare cable with each set.

(ii) Warrantee certificate –for 12 months

(iii) Hard Carry case

(iv) Manual and Calibration certificate.

17/06/2020

P. GOVINDARAJU AGM - TSX

17/06/2020.

(SUMAN KUMAR ROY)
PM/TSX/BHEL PSSR

Administrative approval for Purchase of IMTEs.

BHEL: PSSR: TSX: 423
Dt. 09-06-2020

Annexure –II

(A) TECHNICAL SPECIFICATION OF PORTABLE DIGITAL VIBRATION METER

#	Specification	Range/Requirement
1	Input Sensor/Transducer	Piezoelectric accelerometer
2	Measurement capability	Displacement Velocity Acceleration
3	Measurement mode	Peak-to-peak Peak RMS
4	Measurement Range	Displacement 10- 1000 micron Velocity 0- 100 mm/sec Acceleration 0-10g Multi Range or Automatic Ranging
5	Frequency range	5 to 1000 Hz
6	Accuracy	5 % of full scale reading
7	Sensor mounting	Magnetic base, Probe tip and Stud pin
8	Environment	Temperature 0 to 50°C or better
9	Carrying case	Hard sided carrying case
10	Power supply	Battery operated, Rechargeable battery with charger preferably
11	Display Type	3 1/2 digit LCD Display
12	Cable (sensor to meter)	Min 1.0 m length, shielded and low noise cable
13	Spare cable	1 no. required
14	Documents	Manual and Calibration certificate
15	Guarantee	Minimum 12 months from date of delivery

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09/06/2020.
P. GOVINDARAJU AGM - TSX

9/6/20.

TECHNO COMMERCIAL

SL.NO	Description	Mandatory Vendor Confirmation
1.	Comply to Supply the following Items as per Tender Terms & conditions Digital Portable Vibration Meter – 5 nos	
2.	Price is F.O.R, PSSR HQ, Tek Towers, No 11, Rajiv Gandhi IT expressway, Okiyam Thoraipakkam, Chennai – 600 097. Comply for Basic Price is Inclusive of Packing & Forwarding, Freight and Insurance Charges EXCLUDING GST. The Rates Quoted should be firm till the completion of the Order.	
3.	NODEVIATION CERTIFICATE (to be attached with Letter Head)	
4.	Whether falling under MSME category (Valid Certificate to be Attached)	
5.	Scanned Copy of Entire Tender Documents Signed & Stamped in each page by authorized representative of the bidder except price bid (same to be attached).	
6.	Comply to BHEL Payment Terms as per Tender	
7.	Acceptance to BHEL LD clause	
8.	DELIVERY PERIOD: Instrument shall be supplied by 06.03.2021 or 30 days from date of Purchase order whichever is later. Inspection of instrument is after receipt of instrument at PSSR, Head Quarters, Chennai. Inspection report shall be required for payment.	
9.	Comply to 90 days Validity of Offer	
10.	Experience details with Document Proof i.e. Previous POs, Invoices, Order completion certificate, GST, PAN card (same to be attached).	
11.	Comply to furnish the scanned copy of Power of Attorney Document for Submission of Tender / Signing Contract Agreement (**To be typed on non-judicial Stamp Papers of appropriate value as applicable and Notarised)** along with offer. Offers without valid Power of attorney Document will be summarily rejected and will not be Considered for further evaluation by BHEL (scanned copy to be attached in attachment section) - - mandatory (bids are liable to rejected if PoA is not submitted)	
12.	Attached Self certificate for land border clause	
13.	LIST OF PQR (PRE-QUALIFYING) Documents with all Credentials (Same to be attached in attachment section) - Offers **without** PQR (PRE-QUALIFYING) Documents and Credentials will be summarily rejected and will not be Considered for further evaluation by BHEL (scanned copy to be attached in attachment section) - - mandatory	
14.	Comply to General Conditions of contract (GCC)	

 Signature and Seal of the Bidder

SL.NO	Description	Mandatory Vendor Confirmation
15.	Comply to Special Conditions of contract (SCC)	
16.	GST Registration No & details (same to be attached)	
17.	Authorized Contact Person Name , Mob No etc, Company name and full address.	
18.	GeM Seller ID details may be furnished	

SIGNATURE & OFFICE SEAL OF THE TENDERER

UN PRICED RATE SCHEDULE

Sl.No	DESCRIPTION OF ITEM	Qty (Nos) (A)	RATE/ Unit (B)	Amount (Rs) C=(A*B)	GST (Rs) (D)	FOR DESTINATION PRICE E= (C+D)	NET OF GST PRICE F= (E-D)
01	**Supply of Digital Portable Vibration Meter – 5 nos to PSSR HQ, Chennai**	5	**QUOTED**	**QUOTED**	**QUOTED**	**QUOTED**	**QUOTED**

SIGNATURE & OFFICE SEAL OF THE TENDERER

NOTE:

Quoted Price shall be inclusive of packing and forwarding, Freight, transit insurance excluding GST. Evaluation of Price bids shall be done item wise on quoted price without GST but including packing and forwarding, Freight, transit insurance.

FORMS & PROCEDURES

DECLARATION BY AUTHOR SED SIGNATORY OF BIDDER

Form No: F-02 {Rev 00)

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Declaration by Authorised Signatory

Ref : 1) NIT/Tender Specification NO'..............................

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge, I have gone through the specifications conditions, stipulations and all other pertinent issues till dater and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Date:

Enclosed : **Power of Attorney**

MSME CERTIFICATE

Certificate by Chartered Accountant on letter head

This is to Certify that M/S .... (hereinafter referred to as 'company') having its registered office at ……………………………………………….. is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) .... dtd:.................................. Category: .... (Micro /Small)). (Copy enclosed).
Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year .... 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 Scale Industries vide its notification No.S.O.I722(E) dated October 5, 2006 :

   Rs……………….......... Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

   Rs……………..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs .... Lacs is within permissible limit of Rs............ …..Lacs for............................... Micro I Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is .... ………………….(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

 Signature and Seal of the Bidder

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) NIT/Tender Specification No: ……………………….,

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL.

Tick (√) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:
1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

Signature and Seal of the Bidder

FORMAT FOR SEEKING CLARIFICATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Request for Clarification

Ref: 1) NIT/Tender Specification No: ………………………..,

2) All other pertinent issues till date

Sl no	Reference of clause Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

(Declaration to be furnished by bidder on Letter Head)

NO DEVIATION CERTIFICATE

This is with reference to Tender enquiry No. ENQ 20 PS 0005 PUR 34 for the Supply of Digital Portable Vibration Meter – 5 nos to PSSR HQ, Chennai. I,____ of M/s_______________________________________ hereby certify that there is no deviation from the Tender conditions either technical or commercial and I am agreeing to all the terms and conditions mentioned in the Tender Specification.

SIGNATURE OF THE TENDERER

OFFICE SEAL

(Signature of Bidder with seal)

Date :

POWER OF ATTORNEY FOR SUBMISSION OF TENDER

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I / We do hereby make, nominate, constitute and appoint Mr ……………………………….. , whose signature given below herewith to be true and lawful Attorney of M/s……………………………………………… hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector Southern Region, Tek Towers, Chennai-35 in connection with ……………………………………………………………………………………………………… ……………………………………………………………………………………………………… …………………………… vide Tender Specification No : __________________________, dated ________________.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at ________________, this _______ day of _____________

Director / CMD / Partner / Proprietor

Signature of Mr…………(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness Notary Public

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(*Write Name & Address of Officer of BHEL inviting the Tender*)

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref : 1) NIT/Tender Specification No: ………………………..,
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that ________________ *(specify the name of the organization here)*, is not from such a country / has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT))*; and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. *(attach relevant valid registration, if applicable)*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

Performance bank guarantee format

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:________
Date:_______

To,

NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,
In consideration of the Bharat Heavy Electricals Limited 1 (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at ……………………1 through its Unit at...................... (name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at ……………………….2 hereinafter referred to as the 'Vendor/Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.......................dated ....3 valued at Rs .... 4 (Rupees ……………………………..)/ FC …………………… (in words ....) for.................... 5 (hereinafter called the 'Contract') and the Vendor/Contractor/Seller having agreed to provide a Contract Performance Guarantee, equivalent to ...... % (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, ... , (hereinafter referred to as the Bank), having registered/Head office at .... and inter alia a branch at .... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs …………………… 6 (Rupees …………………………..) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ………………………………..

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor/Contractors/Supplier shall have no claim against us for making such payment.

We the .... bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We .... BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor/Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor/Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor/Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor/Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor/Contractor/Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor/Contractor/Supplier 's liabilities.

This Guarantee shall remain in force up to and including.................................... 7 and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor/Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the ....8 we shall be discharged from all liabilities under this guarantee thereafter.

We, ... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a. The liability of the Bank under this Guarantee shall not exceed 6
b. This Guarantee shall be valid up to 7
c. Unless the Bank is served a written claim or demand on or before.. 8 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, ...Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Dated................. ..

Place of Issue.................. .

For and on behalf of

(Name of the Bank)

1 NAME AND ADDRESS OF EMPLOYER i.e. Bharat Heavy Electricals Limited

2 NAME AND ADDRESS OF THE VENDOR / CONTRACTOR / SUPPLIER.

3 DETAILS ABOUT THE NOTICE OF AWARD/ CONTRACT REFERENCE

4 CONTRACT VALUE

5 PROJECT/SUPPLY DETAILS

6 BG AMOUNT IN FIGURES AND WORDS

7 VALIDITY DATE

8 DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier/Bank issuing the guarantee.
3. In line with the GCC, SCC and contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. In Case of Bank Guarantees submitted by Foreign Vendors-

 Signature and Seal of the Bidder

a) From Nationalized Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/ city or at nearest branch where the Unit (New Delhi for POs issued from PEM Noida/ PO issuing agency) is located i.e. Demand can be presented at the Branch located in the town/ city or at nearest branch where the Unit is located.

b) From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks** only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ Counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b 2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.

b 3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

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or & On behalf of Guarantee issuing bank

(Office Seal)

Name:
E-mail ID:
Contact number:

Signature and Seal of the Bidder