



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
[(28358707/28358711) Fax 022-28231161/28364587]
•E mail :csdeolika@bhel-emrp.com / suresh@bhel-emrp.com

NOTICE INVITING TENDER.

NIT No: BHEL/EMRP/PUR/Y/210463589

Date: 28.10.2016

W.O.No.2912-11

Project: Mangdechhu BHUTAN

M/s.....

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Sub: NIT for Temperature Measuring Instrument

Sealed tender are invited in two-bid system for supply of Temperature Measuring Instrument as per Specn. No. EM-MHDA-MAN-00 (page 1 to 7), MHDA-MAN-03 (page 1 to 4) and QAP (page 1 to 6) for Electrical Workshop Equipment for Mangdechhu HE Project.

Sl. No	Item Description	Qty. (Nos.)	Vendor / Make **	Model / Make / Catalogue No.
1	Contact Type Temperature Measuring Instrument with Sensors & Batteries as per Specn. No. EM-MHDA-MAN-00 (page 1 to 7), MHDA-MAN-03 (page 1 to 4) and QAP (page 1 to 6)	02	FLUKE (India/USA/China/UK) YOKOGAWA (India / China /Japan) EXTECH (USA Taiwan/Hong Kong)	

(** Please Tick on the offered make)

Technical Terms and conditions:

- Acceptance Norms as per NIT and Specification No. EM-MHDA-MAN-00 (page 1 to 7), MHDA-MAN-03 (page 1 to 4) and QAP (page 1 to 6)
- Please quote in Indian Rupee, offer received in other currency will not be accepted.

Important Note:

- The offers of the bidders who are on the banned list, as also the banned list of the offers of the bidders who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL site www.bhel.com

2. MSE suppliers can avail the indented benefits only if the submit along with their offer attested copies of either EM II certificate having deemed validity (two years from the date of issue of acknowledgement in EM II) or valid MSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure – A) applicable for the year certifying quantum of investment in plant and machinery with in 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 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. The bidder along with its associated / collaborators / sub- contractors /sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspended fraud as soon as it comes to their notice.

Commercial terms and conditions, General terms & conditions and Procedure for submission of tender are enclosed herewith. Offers should be submitted strictly in accordance with the same.

Tender Enquiry:

BHEL/EMRP/PUR/Y/210463589 Date: 28.10.2016

Tender Submission date:

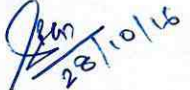
18.11.2016 up to 2.00 pm.

Tender Opening date:

18.11.2016 at 2.30 pm. in conference Hall.

Anticipating your reply,

Yours faithfully
For Bharat Heavy Electricals Ltd.


Sr. Engr. (MM)

Tender Enquiry: BHEL/EMRP/PUR/Y/210463589 Dated 28.10.2016

Bidder's Ref No: _____

NO DEVIATION CERTIFICATE

We here by accept and agree to all the Techno-Commercial & general terms & conditions given in the tender enquiry No. **BHEL/EMRP/PUR/ Y/210463589 Dt.28.10.2016** 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
A	Technical Terms & Conditions clauses			
1.	As per NIT and Specification No. EM-MHDA-MAN-00 (page 1 to 7), MHDA-MAN-03 (page 1 to 4) and QAP (page 1 to 6)			
2.	Quote in INR			
B	Commercial Clause			
1.	Price clause 1.1			
2.	Validity clause 1.2			
3.	Price variation clause 1.3			
4.	Delivery required clause 1.4			
5.	Delivery schedule clause 1.4.1			
6.	Delayed Delivery Penalty clause 1.5			
7.	Place of dispatch 1.6			
8.	Delivery place clause 1.7			
9.	Transportation clause 1.8			
10.	Packing & Forwarding clause 1.9.			
11.	Payment terms clause 1.10			
12.	Taxes & duties clause 1.11			
13.	Excise Duty / PAC clause 1.11.1			
14.	Sales Tax clause 1.11.2			
15.	For tender evaluations 1.11.3			
16.	Transit Insurance clause 1.12			
17.	Octroi charges/Entry Tax Cl: 1.13			
18.	Inspection clause 1.14			
19.	Interpretation of Contract 1.15			
20.	Evaluation criteria clause 1.16			
21.	Guarantee Certificate clause 1.17			
22.	General terms & conditions clause 3.1 to 3.5			

We confirm acceptance of all other terms and conditions of NIT

Signature of the bidder
Seal of the company

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).	
3.	E-mail addresses	
4.	Names & contact no. of the contact persons for clarifications	
5.	Address of the works at which inspection / delivery is offered.	

Signature of the bidder
Seal of the company

Tender Enquiry: BHEL/EMRP/PUR/Y/210463589 Dated 27.10.2016

Bidder's Ref No: _____

Proforma for Price Bid Part "B"

Sl. No	Description	Qty. (Nos.) (A)	Unit Rate per no as per total cost to BHEL as per break up below in Rs. (B)	Total Price (A X B)
1	Contact Type Temperature Measuring Instrument with Sensors & Batteries as per Specn. No. EM-MHDA-MAN-00 (page 1 to 7), MHDA-MAN-03 (page 1 to 4) and QAP (page 1 to 6)	02		

Break-up of above total unit rate

Sr. No.	Description	Contact Type Temperature Measuring Instrument with Sensors & Batteries as per Specn. No. EM-MHDA-MAN-00 (page 1 to 7), MHDA-MAN-03 (page 1 to 4) and QAP (page 1 to 6)
1	Basic rate per unit.	
2	P&F	
3	Excise duty	NA
4	CST / VAT	NA
5	Transportation cost	
6	Any other (Specify)	
7	Total (1+2+3+4+5+6)	

Note:

- Vendors should clearly indicate the rates of taxes and duties applicable as per above Proforma.
- Final evaluation shall be carried out after considering CENVAT / VAT credit available to BHEL.
- Vendor to confirm relevant documents will be provided to BHEL for availing CENVAT / VAT credit.

Authorized Signatory,
With seal of the company

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 with Technical Bid:

- a) Product catalogue with complete specification, Make and Model No., physical dimension of the product etc.
- b) Guarantee Certificate valid for 24 months from the date of supply.
- c) OEM certificate if any.
- d) Completely filled in Annexure – II of NIT in a Price Bid envelope

1.2.1 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 8 weeks from the date of PO/LOI. Early delivery will be preferred.

1.4.1 Delivery Schedule: 8 weeks. The material is required to complete the project in stipulated time .Vendors are requested to accept the delivery schedule stated above. In case BHEL do not get sufficient response accepting our delivery schedule, then the offers with deferred delivery schedule will be accepted up to **12 weeks**. In such cases, loading @0.50% of basic price per week will be done to arrive at the landed cost to BHEL.

1.5 Delayed Delivery Penalty: LD shall be 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value. In case of any change to the order value, the LD shall be 0.5% of the revised 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 material will be dispatched.

1.7 Delivery Place: Free delivery at EMRP Store.

Electrical Machines Repair Plant, BHEL
Plot No D1 ,Cross Road C,
Andheri (E) Mumbai-400093

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 & 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) Project Name : Mangdhechhu Site
- 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 with proof of receipt of material at store by the BHEL representative with signature and seal. Original/duplicated copy of receipted LR to be submitted with packing list. **(45 days for MSME vendors).**
- Payment will be made through e-payment only. Vendor should furnish bank details if not submitted earlier.
- Any deviation in payment terms Quoted by vendors is not accepted.

1.11 Taxes & Duties: Bidders to clarify specify the taxes and duties applicable on the date of Offer. However, any statutory variation in the rates and taxes and duties after the date of submission shall be considered and actual rates applicable at the time of dispatch of material shall be payable at actual against documentary evidence.

1.11.1 Excise Duty: This being a physical export, Excise Duty exempted. Bidder to clarify specify the applicability of Excise Duty, if any. Necessary documents will be provided at the time of dispatch. Vendor has to submit Excise Registration details and other relevant documents to avail ED exemptions.

1.11.2 Sales Tax: This being a physical export, Sales Tax is exempted. 'H' Form will be provided to the successful bidder after completion of supply.

1.11.3 For tender evaluations, Excise Duty & Sales Tax will be considered as NIL.

1.12 Entry Tax/Octroi charges: By Vendor

1.13 Transit Insurance: By Vendor.

1.14 Inspection: BHEL shall inspect the material before dispatch through BHEL nominated Inspection Agencies TUV or QUEST. Inspection charges to BHEL account. BHEL however may issue an inspection waiver based on submitted test reports, calibration certificate etc. Dispatch clearance will be given separately.

1.15 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.

1.16 Evaluation Criteria: Price evaluation shall be done on the basis of landed cost of the item **combined** with accessories to BHEL.

1.17 Guarantee Certificate: Vendor to submit the guarantee certificate mentioning equipment guarantee for 24 months from the date of supply.

2. PROCEDURE FOR SUBMISSION OF TENDER

- 2.1 Bidder shall submit the offer in two bid system in two different sealed Covers.
- 2.2 Part 'A': Techno-Commercial Bid
- 2.3 Part 'B': Price Bid
- 2.4 Tender No., date and due date of opening should be written on both the covers.
- 2.5 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.
- 2.6 **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 the rates of taxes and duties applicable, without rate / price for material, should be enclosed with the techno-commercial bid Part A.
- 2.7 Any deviation in the above mentioned terms and conditions or conditional offer may render the offer invalid and shall be liable to be rejected, and price bid of such bidders shall not be opened. Price bid of only those bidders shall be opened whose Techno-Commercial offer is found suitable and acceptable. Date of opening of price bid shall be communicated to only those bidders whose Techno-Commercial bid will be accepted.
- 2.8 **Part 'B':** Price Bid Part B should contain only the price duly filled in Price Bid Performa Annexure II, **without any terms and conditions.** Any terms and conditions, if mentioned in the price bid, shall be ignored and not considered.

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 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.


29/10/16
Sr. Engineer-(MM)

ANNEXURE – A

Certificate of Chartered Accountant on Letter Head

This is to certify that M/s _____ (herein after referred to as company) having its registered office at _____ is registered under MSMED Act 2006 (Entrepreneur Memorandum No. (Part-II) _____ dated _____ category _____ (Micro / Small) (Copy enclosed)

Further verified from Books of Accounts that the investment of the company as on date _____ as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e., original cost excluding land and building and the items specified by the ministry of small scales Industries vide its notification No. S.O.1722 (E) dated October 5 – 2006.

Rupees: _____ Lacs.

2. **For Service Enterprise:** Investment in plant and machinery (i.e., Original cost excluding land and building and furniture fittings and other items not directly related to the services rendered or as may be notified under the MSMED Act 2006.

Rupees: _____ Lacs.

The above investment of Rs. _____ Lacs is within the permissible limit of Rs. _____ Lacs for _____ Micro / Small (Strike off whichever is not applicable) category under MSMED Act 2006.

Date:

(Signature)

Name:-

Member Ship Number

Seal of the Chartered Accountant