



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
[+28358701/28358738] Fax 022-28231161/28364587
E mail :rkmundra@bhel.in / shiwani@bhel.in

NOTICE INVITING TENDER

NIT No: BHEL/EMRP/PUR/Y/210463608

Date: 24.01.2018

Work Order: 2912-11

M/S.....

Sub: NIT for Electrical Items.

Sealed tender are invited in two-bid system for supply of following material for Electrical Workshop for Mangdhechhu HEP Project.

1. Digital Portable Dual Beam Storage Type Cathode Ray Oscilloscope(Qty. 1 No)

Approved Make: Tektronix (USA/CHINA)

Technical Terms and conditions:

Acceptance Norms as per General Tech. Spec. EM-MHDA-MAN-00 & Technical Spec. EM-MHDA-MAN-07

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 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.***
- "MSE suppliers can avail the indented benefits only if they submit along with 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 NSIC certificate 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."***

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

Tender Enquiry : BHEL/EMRP/PUR/Y/210463608 dtd. 24.01.2018
Tender Submission date : 14.02.2018 up to 2.00 pm.
Tender Opening date : 14.02.2018 at 2.30 pm. in conference Hall.
Anticipating your reply,

Yours faithfully

For Bharat Heavy Electricals Ltd.

शिवाजी उप प्रबंधक
उप प्रबंधक
ई.एम.आर.प्ल.
बी.एच.ई.एल., मुंबई-९३/B.H.E.L. Mumbai-93

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 _____ cat
egory _____ (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

Tender Enquiry : BHEL/EMRP/PUR/Y/210463608 dtd. 24.01.2018

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/210463608 dtd. 24.01.2018 without any deviation.

Authorized Signatory,
With seal of the company

OR

PROFORMA FOR DEVIATION TO TENDER TERMS SOUGHT BY BIDDERS

BHEL expects the bidders to fully accept the terms and conditions of the NIT. However, deviations if any considered essential by the bidder may be communicated in the following proforma. **Deviation not listed in the following deviation proforma, even if mentioned elsewhere in the offer document shall not be considered.**

Sr. No.	Clauses	Accepted	Not Accepted	Deviation
1.	<u>Technical Clause :</u> As per Description			
2.	<u>Commercial Clause:</u>			
	1.1 Price clause			
3.	1.2 Validity clause			
4.	1.3 Price variation clause			
5.	1.4 Delivery required clause			
6.	1.5 Delivery schedule clause			
7.	1.6 Delayed Delivery Penalty clause			
8.	1.7 Place of dispatch			
9.	1.8 Delivery place clause			
10.	1.9 Transportation clause			
11.	1.10 Packing & Forwarding clause			
12.	1.11 Payment terms clause			
13.	1.12 Taxes & duties clause			
14.	1.13 Transit Insurance clause			
15.	1.14 Inspection clause			
16.	1.15 Interpretation of Contract			
17.	1.16 Evaluation criteria clause			
18.	1.17 Risk purchase clause			
19.	1.18 Force majeure			
20.	1.19 Non-disclosure agreement			
21.	1.20 MSE Clause			
22.	1.21 Fraud Prevention Policy			
23.	1.22 Guarantee Certificate clause			
24.	1.23 Demonstration Clause			
25.	3.1 to 3.5 General terms & conditions clause			

We confirm acceptance of all other terms and conditions of NIT

Signature of the bidder
Seal of the company

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

Vendor Details:

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

Pre-Qualification Criteria

Tender Enquiry: Y/210463608 Dated 24.01.2018

Bidder's Ref No: _____

1. Vendor should meet technical Requirements as mentioned in Technical Specification.
2. Please submit two (2) PO copies for supply of **Digital Portable Dual Beam Storage Type Cathode Ray Oscilloscope** in last 7 years from the date of opening of bid.
3. Submit the vendor code document of BHEL unit where vendor is registered for this item
4. Submit Turnover of 2 Lakhs (Two Lakhs) in last 3 years (audited PL & balance sheet for FY 14-15 ,15-16,16-17 to be submitted)
5. Offers without supporting documents as per PQR may not be considered for price bid opening

NOTE: Necessary supporting documents should be submitted in technical bid

Sl. No.	Description	Submitted	Not Submitted	Remarks
1	Copy of Two (2) Purchase Order in last 7 years from the date of opening of bid.			
2	Rs. Two lakhs Turn Over in last 3 years. Latest ITCC annual report (Balance sheet and Profit & Loss account sheet for 2014-15 & 2015-16 & 16-17)			
3	BHEL Registered vendor to submit vendor code document			

Signature of Bidder
with seal of company

Tender Enquiry : BHEL/EMRP/PUR/Y/210463608 dtd. 24.01.2018

Bidder's Ref No : _____

Proforma for Price Bid Part "B"

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)
Digital Portable Dual Beam Storage Type Cathode Ray Oscilloscope	1 No.		

Break-up of above total unit rate

Sr. No.	Description	Digital Portable Dual Beam Storage Type Cathode Ray Oscilloscope (Qty. 1 No) Make : Tektronix (USA/CHINA)
1.	Basic rate per unit.	
2.	P&F	
3.	Transportation cost	
4.	Demonstration Charges	
5.	Any other (Specify)	
6.	GST	
7.	Total (1+2+3+4+5)	

Note:

1. Vendors should clearly indicate the rates of taxes along with HSN code applicable as per above Proforma.
2. Final evaluation shall be carried out after considering GST credit available to BHEL.
3. Vendor to confirm relevant documents will be provided to BHEL for availing GST 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, FOR destination basis Inclusive of transportation (Quote separately), or any other transit expenditure. Vendor has to supply the item at delivery place mentioned in Cl.1.8.

- 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. OEM certificate if any.

Note:

- i. Test reports to be submitted in the event of order.
- ii. Guarantee certificate to be submitted as mentioned in NIT.

- 1.2 Validity of Offer:** 90 days from the date of technical bid opening.

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

- 1.4 Delivery Period:** Within 10 weeks from the date of PO/LOI. Early delivery will be preferred.

- 1.5 Delivery Schedule: 10 weeks.**

The Material is required to complete the project in stipulated time. Vendors are required to accept the delivery schedule stated above. In case BHEL does not get sufficient response accepting our delivery schedule, then offer with deferred scheduled may be accepted.

- 1.6 Delayed Delivery Penalty:** 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.

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

- 1.8 Delivery Place:**

Electrical Machines repair Plant, BHEL Plot No. D1, Cross Road C, Andheri East Mumbai: 400093

- 1.9 Transportation:** Shall be arranged by Vendor. Vendors offer should give Price Break-up. i.e. Ex-works/Ex-Go down & Transportation cost separately as per Price Bid Format. The transport charges should be inclusive of charges including Toll Tax, duties, Govt. levies or any other incidental charges en-route upto Delivery Place.

- 1.10 **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: 4 x 180 MW Mangdechhu Project
c) Packing List
d) Item Description & Quantity.
Vendor should follow the Standard Packing instructions as per the enclosed specification HSE-Pkg-Inst.-02. Copy enclosed.
- 1.11 **Payment Terms:**
- a) 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).**
b) Payment will be made through e-payment only. Vendor should furnish bank details if not submitted earlier.
c) Any deviation in payment terms Quoted by vendors is not accepted.
- 1.12 **Taxes & Duties:** Bidder to clearly specify the GST rate & HSN code applicable on the date of submission of the offer. 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 completion 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.
- Clarification :** With reference to Notification no. 40/2017- Central Tax (Rate) and 41/2017- Integrated Tax (Rate) dated 23/10/2017, the concessional rate of GST shall be @ 0.05% for Intra-State Supply and @ 0.10% for Inter-State Supply.
Accordingly, the successful vendor will raise the invoice in the name of BHEL by applying concessional GST rate as may be applicable whether the material is to be delivered to BHEL Store at Mumbai or directly to Project Site in Bhutan.
In case the proposed material is to be delivered directly at Project Site in Bhutan by the vendor the Custom Clearance at Border shall be in vendor scope as per NIT terms.
On receipt of Tax Invoice from vendor (Supplier) after completion of required inspection as may be applicable as per NIT terms, BHEL (Recipient) shall issue its own Tax Invoice along with all relevant documents for movement of goods from vendor place to recipient place as per NIT.
- 1.13 **Transit Insurance:** By Vendor on actual reimbursement basis against documents.
- 1.14 **Inspection:** BHEL/or its customer/TPI shall inspect the material before dispatch. In the event BHEL/customer waives off inspection, certified test report and results shall be submitted for approval. Vendor has to submit QAP's along with all the relevant Test certificates/Calibration certificates & Obtain approval on test report and Material dispatch Clearance Certificate, MDCC/MICC before dispatch of material.

- 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:** Evaluation Criteria: Price evaluation shall be done on the basis of landed cost of the item to BHEL.
- 1.17 **Risk Purchase:** In case the successful tenderer fails to adhere to the agreed schedule for supply or fails to comply with the terms and conditions of the purchase order. BHEL reserves the right to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the stipulated delivery period mentioned in the purchase order. The decision regarding applying risk-and purchase clause from BHEL shall be final & binding.
- 1.18 **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.
- 1.19 **Non -Disclosure Agreement:** All Drawing and technical documents relating to the product or it's 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 intellectual property of BHEL to promote his own business with others. BHEL reserved 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.
- 1.20 **MSE Clause:** 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. If any vendor is registered on SC/ST Category, relevant document may be furnished.
- 1.21 **Fraud Prevention Policy:** 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 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.

- 1.22 **Guarantee Certificate:** Vendor to submit the normal guarantee certificate mentioning material guarantee for 24 months from the date of supply or 18 months from the date of commissioning whichever is earlier.
- 1.23 **Demonstration:** Demonstration / commissioning of the equipment at site (i.e. Mangdechhu HEP) are in vendor scope. The demonstration charges may be quoted separately as mentioned in price proforma. Travel, lodging boarding expenses etc. should be included in demonstration cost. The tender will be evaluated based on total cost to BHEL including demonstration cost. The demonstration cost should be valid till March 2020.

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

Signature of Dy. Manager (MM)
 24/01/18
 Mumbai-93