



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/210473740

Date: 24.01.2018

Work Order: 6863-11/ 6846-11/

6855-11/ 6867-11

M/S.....

Sub: NIT for Electrical Items

Sealed tender are invited in two-bid system for supply of following material for Electrical Workshop for **Pranhita #6, 8, 10 & 11 Project.**

1. Oscillograph, 12 Element (Channels)(with all accessories)(Qty. 04 Nos)

Technical Terms and conditions:

Acceptance Norms as per Technical Specification EM-PRAN-EWS-TS-00.

Please quote in Indian Rupee, offer received in other currency will not be accepted.

Important Note:

1. *The offers of the bidders who are on the banned list, as also the banned list of offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms available on BHEL site www.bhel.com.*
2. *"MSE suppliers can avail the indented benefits only if they submit 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/210473740 dtd. 24.01.2018

Tender Submission date

: 16.02.2018 up to 2.00 pm.

Tender Opening date

: 16.02.2018 at 2.30 pm. in conference Hall.

Anticipating your reply,

Yours faithfully

For Bharat Heavy Electricals Ltd.

शिवानी गुप्ता
उप प्रबंधक (P. & M.)
ई.एम.आर.
मुंबई-४०००९३
bhel-93

Read. Office: BHEL House, Siri Fort, New Delhi - 110 049

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/210473740 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/210473740 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 Documents Required			
4.	1.3 Validity clause			
5.	1.4 Price variation clause			
6.	1.5 Delivery required 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 Clause			
20.	1.19 Non-Disclosure Agreement Clause			
21.	1.20 MSE Clause			
22.	1.21 Fraud Prevention Policy Clause			
23.	1.22 Demonstration Clause			
24.	1.23 Guarantee Certificate 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.

Pre-Qualification Criteria

Tender Enquiry: BHEL/EMRP/PUR/Y/210473740 Dated 24.01.2018

Bidder's Ref No: _____

1. Vendor should submit copy of at least one PO for the supply of above mentioned item in last Seven years from the date of bid submission.
2. Vendor should have the turnover of 15 lakh each year for last 3 years and audited P&L & balance sheet for FY 2014-15, FY 2015-16 and FY 2016-17 to be submitted.
3. BHEL registered vendor should submit the vendor code document name of BHEL unit where vendor is registered for this item.
4. The offers without supporting documents as per PQR may not be considered for price bid opening.

Authorized Signatory,
With 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)./ 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.	

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)
Oscilloscope, 12 Element (Channels) (with all accessories)	4 Nos		

Break-up of above total unit rate

Sr. No.	Description	Oscilloscope, 12 Element (Channels)(with all accessories)
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+6)	

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 performa for price bid. FOR destination basis inclusive of transportation, or any other transport expenditure. Vendor has to supply the item / Equipment at the delivery place as mentioned in clause 1.8
- For bid evaluation, price will be calculated on the basis of total landed cost to BHEL as per the price proforma.
- 1.2 **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.
- 1.3 **Validity of Offer:** 90 days from the date of technical bid opening / extended date.
- 1.4 **Price variation clause:** Price offered should remain firm till the supply of material.
- 1.5 **Delivery Period:** Within 12 Weeks from the date of PO, early delivery & supply will be preferred.
- 1.6 **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:** Qty of 1 No each to be supplied to each unit of Pranhita (Unit# 6, 8, 10 & 11) as per below mentioned details:

7 x 116 MW Navyuga Engg. CO. Ltd. Chevella Link II, PKG 6
Consignee Address / Customer:
In charge, Navyuga-PATEL-BHEL-Consortium.
PRANAHITA CHEVELLA LIS LINK-II, Sy no. 562, Nagar Sayampet X Road,
Nandi Medaram (V), Dharmaram (M), Distt. Karimnagar, Telangana-505416

7 x 139 MW Pranhitha Chevella Link II, PKG 8
Consignee Address/Customer:
M/s Megha Engineering & Infrastructures Ltd.
PCLIS Pkg. 8, Gumlapur Village:Choppadandi (M),
Karim Nagar- 505001, Telangana

4 x 106 MW Pranhitha Chevella Link II, PKG 10
Consignee Address / Customer: M/s HCC-MEIL-BHEL (JV)
Pclis – Pkg-10; Anataram- vil, Illantakunta-M, Karimnagar- Distt. 505122

4 x 134.441 MW Pranhitha Chevella Link II, PKG 11
Consignee Address / Customer:
SEW-MEIL-BHEL (JV), PCLIS PKG 11,
Imamabad Village,
Siddipet District, Telangana 502103

- 1.9 **Transportation:** To be arranged by vendor. Transportation charges may be quoted separately in price bid for the delivery place as per clause 1.8 above.
- 1.10 **Packing & Forwarding:** Price should be quoted inclusive of all packing & forwarding charges
- a) Vendor to submit the packing list.
 - b) Packing will be done in separate packing box with Qty 1 No for each unit as per clause 1.8 of above.
 - c) Packing boxes shall be water resistant and should have the relevant markings as follows:
 - i. Consignee Address:
 - ii. BHEL PO No. with date
 - iii. Full Project Name:
 - iv. Material Code No.
 - v. Description of item
 - vi. BHEL PO No. /PO Item No.
 - vii. Quantity (No. / set)
 - viii. One copy of packing list of the items to be kept in the packing box.
- 1.11 **Payment Terms:**
- a) Payment of 100% of Order Value will be made within 90 days (45 days for MSMED) of submission of bills with proof of receipt of material from our site representative (Original receipted LR to be submitted).(45 days for MSME vendors)
 - b) Payment will be made through e-payment only. Vendor should furnish bank details if not submitted earlier.
- 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.
- 1.13 **Transit Insurance:** By Vendor (from the vendor works to project site.)
- 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 along with all relevant test certificates / calibration certificates and obtain approval on the test reports and material dispatch clearance certificate MDCC 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 specification or terms and conditions of the contract then the interpretation which is in favor of BHEL shall be final and binding.
- 1.16 **Evaluation Criteria:** Price evaluation shall be done on the basis of total landed cost 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 **Demonstration:** Demonstration / commissioning of the equipment at site 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.

- 1.23 **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.

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.

शिवाणी गुप्ता SHIWANI GUPTA
उप प्रबंधक Dy. Manager
24/01/18
Dy. Manager (MM)