



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.

[t2835 8738/2835 8701, Fax No. 022-28231161/28364587

•[E mail : shiwani@bhel.in / rkmundra@bhel.in]

NOTICE INVITING TENDER.

NIT No: BHEL/EMRP/PUR/Y/210493828

Date: 01/07/2019

M/S.....

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Sub: NIT for Mechanical item

Sealed tender are invited in two-bid system for supply of following material for Mechanical Workshop item for Mangdechhu HEP Project.

Item Description: PIPE BENDING MACHINE (MAKE: INDER) AS PER EM-MHPA-MGD-MWS-GTS-00 & PTS-09 (Qty. 02 Nos.)

Technical Terms and conditions:

a) **Acceptance Norms:** as per technical specification: EM-MHPA-MGD-MWS-GTS-00 & PTS-09.

b) 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 any of the following documents along with offer:
 - 2.1 Udyog Aadhaar Memorandum & Acknowledgement.
 - 2.2 Valid NSIC Certificate,
 - 2.3 Entrepreneurs Memorandum part II (EM II) Certificate having deemed validity (two years from the date of issue of acknowledgement in EM II) 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." 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."

3. As a registered vender of BHEL, standards mentioned as above / in the drg should be available with you; however, the same can be supplied on request.
4. "The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

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.

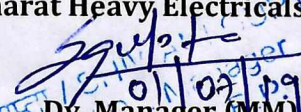
Tender Enquiry : BHEL/EMRP/PUR/Y/210493828 Dated: 01/07/2019

Tender Submission date : 22/07/2019 up to 2.00 pm.

Tender Opening date : 22/07/2019 at 2.30 pm. in conference Hall.

Anticipating your reply,

**Yours faithfully
For Bharat Heavy Electricals Ltd.**


Dy. Manager (MM)
The stamp contains the following text in Hindi: शिवाजी मुष्टी, उ. प्रबंधक, ई.एम.आर., बी.एच.ई.एल., मुंबई १२/०.७.१९, Mumbai-93

Annexure I

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

Annexure II

Tender Enquiry: BHEL/EMRP/PUR/Y/210493828

Date: 01/07/2019

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/210493828 Date: 01/07/2019** without any deviation.

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>Commercial Clause:</u> Price clause 1.1			
2	Validity clause 1.2			
3	Price variation clause 1.3			
4	Delivery required clause 1.4			
5	Delayed Delivery Penalty clause 1.5			
6	Place of dispatch 1.6			
7	Delivery place clause 1.7			
8	Transportation clause 1.8			
9	Packing & Forwarding clause 1.9.			
10	Payment terms clause 1.10			
11	Taxes & duties clause 1.11			
12	Transit Insurance clause 1.12			
13	Inspection clause 1.13			
14	Interpretation of Contract 1.14			
15	Evaluation criteria clause 1.15			
16	Guarantee Certificate clause 1.16			
17	Non-Disclosure Agreement Clause 1.17			
18	Risk Purchase Clause 1.18			
19	Force Majeure Clause 1.19			
20	General terms & conditions clause 3.1 to 3.10			

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

Annexure III

Pre-Qualification Criteria

Tender Enquiry: BHEL/EMRP/PUR/Y/210493828

Date: 01/07/2019

Bidder's Ref No: _____

1. Vendor should submit copy of at least two purchase order copy for last five years from 2014-15 to 2018-19 (any customer) for the supply of above said item in support of supporting their product.
2. Vendor should have the turnover of 1 lakh each in last 2 years (2016-17 & 2017-2018) Latest ITCC annual report (Balance sheet and profit & loss account of last 2 years to be submitted **duly signed and stamped by CA.**
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.

Note: Necessary supporting documents should be submitted in technical bid.

**Authorized Signatory,
With Seal of company**

Annexure IV

Tender Enquiry No. BHEL/EMRP/PUR/ Y/210493828

Date: 01/07/2019

Bidder's Ref No: _____

Proforma for Price Bid Part "B"

Description	Qty.	Unit Rate per no as per total cost to BHEL as per break up below in □	Total Price
PIPE BENDING MACHINE (MAKE: INDER) AS PER EM-MHPA-MGD-MWS-GTS-00 & PTS-09	2 Nos.		

Break-up of above total unit rate

Sr. No.	Description	PIPE BENDING MACHINE (MAKE: INDER) AS PER EM-MHPA-MGD-MWS-GTS-00 & PTS-09
1	Basic rate per unit	
2	Total Qty. (Nos.)	02
3	Basic Cost	
4	P & F Charges	
5	Transportation cost	
6	Other Charges if any	
7	Subtotal (3+4+5+6)	
8	GST on (7)	
9	Total (7+8)	

Note:

1. Vendors should clearly indicate the rates of GST as per above Proforma.
2. Final evaluation shall be carried out after considering GST credit available to BHEL.
3. HSN code to be mentioned in the offer.

**Authorized Signatory,
With Seal of company**

Annexure - V

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.	

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.

1.1.2 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) Guarantee Certificate valid for 24 months from the date of supply.
- c) OEM certificate if any.
- d) Completely filled in Annexure – IV of NIT in a Price Bid envelope

1.2 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.

1.4 Delivery Period & Schedule: Within 6 weeks from the date of PO/LOI. Early delivery will be preferred.

1.5 Delayed Delivery Penalty: LD shall be 0.5 % of the order value per week of delay or part there of 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.

BHEL Store
Electrical Machine Repair Plant
Plot No D1.Cross Road C
MIDC, Andheri E,
PIN-400093

1.8 Transportation: Shall be arranged by Vendor (Vendor scope). The charges if any may 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 HEP**
- 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 **(45 days for MSME vendors)**.
- Payment will be made through e-payment only. Vendor should furnish bank details if not Submitted earlier.
- NO ADVANCE PAYMENT WILL BE MADE.

1.11 Taxes & Duties: 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 delivery 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.

1.12 Transit Insurance: By Vendor.

1.13 Inspection: Material will be inspected at vendor's works by BHEL approved agency before dispatch or on receipt of material at our works. Vendor has to submit test reports, calibration certificate etc., dispatch clearance will be given separately.

1.14 Interpretation of Contract: Increase 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.

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

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

1.17 Non-Disclosure Agreement: All drawings and technical documents relating to the product or its 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 such intellectual property of BHEL to promote his own business with others. BHEL reserves 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.

1.18 Risk Purchase: If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser.

- 1.19 **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.

2. **PROCEDURE FOR SUBMISSION OF TENDER**

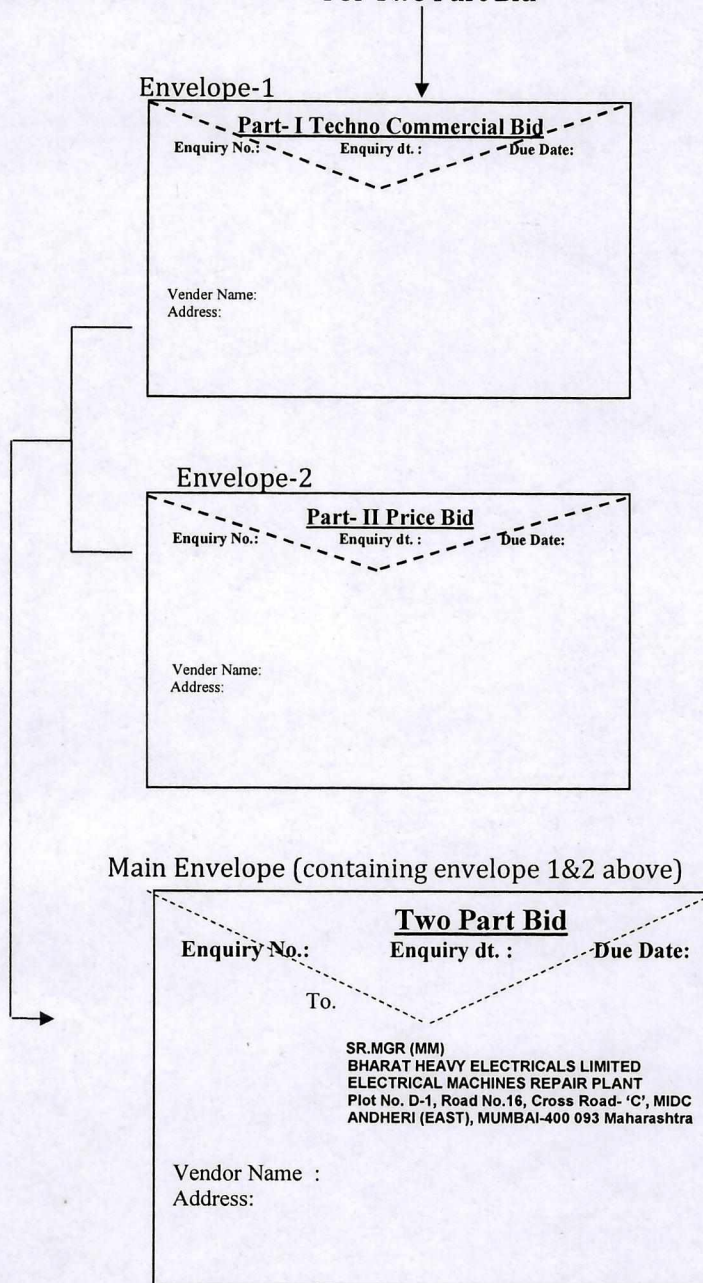
- 2.1 Bidder shall submit the offer in two bid system in two different sealed covers.
- 2.2 Part 'A': Techno-Commercial Bid
- 2.3 Part 'B': Price Bid
- 2.5 **Tender No., date and due date of opening should be written on both the covers.**
- 2.6 These two covers shall then be placed in a large cover and 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.
- 2.7 **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.
- 2.8 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.
- 2.9 **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. Price Bid received in open condition will be considered only if the offer is technically and commercially accepted without any deviation. The offer received having price bid in open condition and with technical / commercial deviation will be rejected.

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.
- 3.6 In case dispute is not settled in negotiation, it shall be referred to a Conciliation appointed by BHEL.
- 3.7 In case dispute is not settled in conciliation proceedings too, the same shall be referred to sole arbitration of General Manager of the Department/Executive Director of the unit or any person nominated by any of them as per corporate Guidelines of BHEL and the arbitration proceedings shall be taken out as per provisions of the Arbitration and Conciliation Act 1996 as amended read with BHEL's Corporate guidelines in force.
- 3.8 The place of arbitration shall be at Mumbai only.
- 3.9 The Civil Courts at Mumbai shall have jurisdiction to entertain the cases arising out of the arbitration proceedings.
- 3.10 "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable."

Sgupta
 01/02/19
 Dy. Manager (MM)
 शिवाजी गुप्ता / SHIVAJI GUPTA
 उप प्रबंधक / Dy. Manager
 ई.एम.आर.पी. / E.M.R.P.
 ई.एम.आर.पी., मुंबई-९३/B.H.E.L., Mumbai-93

**SUBMISSION OF TENDER
For Two Part Bid**



Sealed envelope should reach addressee on or before 02:00 p.m. of Enquiry Due Date

PROCESS: -

- On the due date, after 2:00 pm, the main envelope containing the other two sealed envelopes would be opened. Thereafter, the envelope containing the techno – commercial bid (part – I) would be opened.
- The price bid envelope would be kept sealed which would be opened at a later date for only those suppliers who would qualify in the techno commercial bid. During scrutiny of offer, suppliers are supposed to reply for clarifications, if asked, within a week's time.
- The bids shall be evaluated on total delivered cost to BHEL (HESG rate).
- The offers shall also be suitably loaded for any deviation from the Terms & Conditions to arrive at the HESG rate.

Shivani Gupta
SHIVANI GUPTA
उप-प्रबंधक / Dy. Manager
ई.एम.आर.पी. / E.M.R.P.
बी.एच.ई.एल., मुंबई-१३/B.H.E.L., Mumbai-9