



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.

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•[E mail : mandvi@bhel.in / zoobin@bhel.in]

NOTICE INVITING TENDER.

NIT No: BHEL/EMRP/PUR/Y/210493862

Date: 20/12/2019

M/S.....

Sub: NIT for Floor Scrubber for Mangdechhu HEP, Bhutan

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

Item Description: 1 No. Tennant Model: T7, with 32-inch Cylindrical Floor Scrubber

Technical Terms and conditions:

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

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. **As a registered vendor of BHEL**, standards mentioned as above / in the drg should be available with you; however, the same can be supplied on request.
3. "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/210493862 Dated: 20/12/2019

Tender Submission date : 13/01/2020 up to 2:00 pm.

Tender Opening date : 13/01/2020 at 2:30 pm. in conference Hall.

Anticipating your reply,

Zoobin Sainia

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

जुबिन साकिया/ZOOBIN SAIKIA

सहायक अभियन्ता/Assist. Engineer

ई.एम.आर.पी./E.M.R.P.

एच.ई.एल., मुंबई-९३./B.H.E.L., Mumbai-93.

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Techno-Commercial Bid (Part-A)**Pre-Qualification Criteria**

Tender Enquiry: BHEL/EMRP/PUR/Y/210493862 dtd. 20.12.2019

Bidder Ref.: _____

Sl No	Description	Submitted	Not Submitted	Remarks
1	Bidder should submit copy of at least two purchase orders received during last five years from 2014-15 to 2018-19 (any customer) for the supply of above said item/ similar item to establish capability.			
2	Bidder to confirm that average annual financial Turn Over during last 3 years (2015-16, 2016-17 & 2017-18) is at least Rs. 3 Lakhs. Latest ITCC annual report (Balance sheet and Profit & Loss account) of the same to be submitted.			
3	BHEL registered vendor should submit their vendor code along with the related documents. Also vendor to inform the name of BHEL unit where they are registered for this item.			

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

The offers without supporting documents as per PQR may not be considered for evaluation.

Authorized Signatory,
With Seal of company

Techno-Commercial Bid (Part-A)

Tender Enquiry: BHEL/EMRP/PUR/Y/210493862 dtd. 20.12.2019

Bidder Ref.: _____

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	Description	Confirmation by bidder (Accepted/ Not Accepted)
1.0	Technical Terms & conditions: Supply of Mechanical workshop item for Mangdechhu HEP, Bhutan as per Specification EM-MHPA-MGD-MWS-GTS-00 & following description:	
1.1	1 No. Tennant Model: T7, with 32 inch Cylindrical Floor Scrubber	
1.2	Acceptance Norms: AS per RFQ.	
2.0	Commercial Terms & Conditions:	
2.1	Price: Price should be quoted strictly as per proforma for Price bid on FOR destination basis Inclusive of transportation (quote separately), or any other expenditure. Vendor has to supply the item at delivery place mentioned in Cl.2.8. For bid evaluation, price will be calculated on the basis of total landed cost to BHEL as per the price proforma.	
2.2	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. O&M Manual, Foundation & GA drawing, QAP, schematic diagram, GTP etc. to be submitted immediately after placement of order. ii. Test reports to be submitted after placement of PO. iii. Guarantee certificate valid for 24 months to be submitted as mentioned in NIT.	
2.3	Validity of Offer: 90 days from the date of Technical Bid opening / extended date.	
2.4	Price variation clause: Price offered should remain firm till the supply of material.	
2.5	Delivery Period & Schedule: Within 12-14 weeks from the date of PO. Early delivery is preferred. The Material is required to complete the project in stipulated time. Bidders are required to accept the delivery schedule stated above.	
2.6	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. LD will be calculated on basic cost.	
2.7	Place of Despatch: The vendor has to clearly specify the place from where material will be despatched.	
2.8	Delivery Place: Engineer In charge, Contract Agreement No. EM1, Consignee Address: Mangdechhu Hydroelectric Project Authority (MHPA) A/C BHEL Khamey, Trongsa, BHUTAN.	
2.9	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 BHEL Project site. Border clearance is in the scope of bidder and no separate charges shall be paid by BHEL on this account. The vendor has to submit the separate bill towards transportation. Transportation charges to be quoted considering the geographic conditions of Bhutan.	
2.10	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 (sea-worthy packing) duly secured to avoid any transit damage, corrosion, deterioration, shortages, pilferage and loss in storage. 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. e) Make/ Model.	

Sr No	Description	Confirmation by bidder (Accepted/ Not Accepted)
2.11	Payment Terms: a) Payment of 90% 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). b) Balance 10% payment shall be released on submission of PBG of equal amount from a nationalized bank valid for 24 months from the date of delivery at site or after completion of warrantee period of 24 months whichever is later. c) Payment will be made through e-payment only. Vendor should furnish bank details if not submitted earlier. d) In case of any deviation to the payment terms mention above, loading shall be done on basic price with PLR (Prime Landing Rate) of SBI + 6% for the period of relaxation sought by the bidder (PLR shall be considered from the date of technical bid opening).	
2.12	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.	
2.13	Evaluation Criteria: Price evaluation shall be done on the basis of landed cost of all items along with accessories to BHEL.	
2.14	Transit Insurance: By Vendor.	
2.15	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 the relevant Test certificates/ Calibration certificates & obtain approval on test report and Material dispatch Clearance Certificate/ MICC before dispatch of material.	
2.16	Custom Clearance: At Bhutan border, it is in vendor's scope. Custom Clearing Agent is M/s.Lharig Enterprises, Phuntsholing, Bhutan Ph: 00975-5-254049, Mobile: 0097517110302. email:lharibgt@gmail.com. However, bidder may choose their own clearing agent. Border clearance is in the scope of bidder and charges are to be borne by bidder.	
2.17	Guarantee Certificate: The equipment / material including spares shall be guaranteed during defect liability period, which shall extend for 24 months from the date of operational acceptance. Vendor should accordingly submit guarantee certificate.	
2.18	Supervision Charges: Vendor has to quote the supervision charges separately in the price bid. In case the supervision is required during installation / commissioning, the charges for the same will be paid at that time separately on completion of the work.	
2.19	MSE Clause: "MSE suppliers can avail the indented benefits only if they submit any of the following documents along with offer: - Udyog Aadhaar Memorandum & Acknowledgement. - Valid NSIC Certificate, - 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."	
2.20	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 source such material/component/equipment/system from any other agency at the risk and cost of the successful tenderer. The cost of such purchases along with 25% overhead charges shall be recovered from the bills pending from any other unit of BHEL. In the event of no amount being out standing from BHEL, successful tenderer shall be liable to pay to BHEL the above amount immediately on demand. The decision regarding applying risk-and purchase clause from BHEL shall be final & binding.	
2.21	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.	

Sr No	Description	Confirmation by bidder (Accepted/ Not Accepted)
2.22	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.	
2.23	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.	
2.24	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.	
3.0	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	All questions/interpretations regarding subject matter of the contract shall be decided by BHEL on the request of the contractor/vendor and the decision of BHEL shall be final. In case of dispute, steps shall be taken by the parties to settle the same through negotiations. In case dispute is not settled in negotiation, it shall be referred to a Conciliation appointed by BHEL. 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. The place of arbitration shall be at Mumbai only. The Civil Courts at Mumbai shall have jurisdiction to entertain the cases arising out of the arbitration proceedings.	
3.4	"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."	
3.5	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 suspected fraud as soon as it comes to their notice.	
3.6	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.	

Authorized Signatory,
With Seal of company

Proforma for Price Bid Part "B"

Tender Enquiry: BHEL/EMRP/PUR/Y/2/10493862 dtd. 20.12.2019

Bidder Ref: _____

NIT Item No	Item Description	Maker Model	Quantity (A)	UOM	Quantity Unit Rate (B)	Total Basic Cost (C) = (A X B)	Packing And Forwarding Charges (Item Wise) (D)	Transportation Charges (Item Wise) (E)	Any Other Charges (F)	Sub Total Cost (G) = (C+D+E+F)	GST in % (H)	GST Amount (I) = G X H	Total Cost (J) = (G + I)
1	1 No. 32 inch Cylindrical Floor Scrubber	Tennant Model: T7	1	No									

Authorized Signatory,
With Seal of company

Notes :

- 1 Quoted unit rate for supply, P&F, transportation charges, any other charges, GST value to be taken in numbers (Rs.).
- 2 Please quote for the item as per enquiry/specification as finalized during techno-commercial clarifications exchanged. Transportation and P&F will be in bidder's scope.
- 3 Vendors should confirm place of dispatch of material to enable decision on applicability of % of GST with HSN code details.
- 4 Vendors should clearly indicate the rates of GST applicable as per Proforma.
- 5 Bidders to check the correctness of the data & calculation part for FOR Destination rates and inform the discrepancy (if any) to our notice prior to the Part II opening else it will be assumed that all data & calculations confirms to your offer.