



BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARIDWAR-249403 (UK)
Fax: 01334-226462, Phone: 01334-281673, 285341

E-mail: naveenk@bhelhwr.co.in; richa_t@bhelhwr.co.in;

NO. 9557/S/6160/16/4580Y/2

DATE: 15.03.2017

Subject: Open tender as detailed below:

OPEN TENDER

Sealed tender with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.

Sl. N o.	Tender No.	Description of Equipment/Item	Items	Last date to get from BHEL	Opening date
1.	9557/S/6160/16/4580Y/2	Compressors as per enclosed technical Annexure	31 items	05.04.2017	06.04.2017

- Modvat applicable.

1. Date of opening of tender is indicated above.
2. Intending vendors must remit the requisite EMD in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (in case of foreign bidders) only (**Cheque / Bank Guarantee are not acceptable**) while submitting the tender documents as detailed in "Instruction to Bidders", after downloading from this web site.
3. BHEL will not be responsible for any type of postal delay / incomplete information from vendors etc. **Unsigned bids shall be strictly ignored.**
4. Documents submitted with the offer/bid by the bidder (Original Registered Supplier) shall be signed and stamped in each page by authorized representative of the bidder.
5. Other terms and conditions will be as per the tender documents.

Purchase Executive

**BHARAT HEAVY ELECTRICALS LIMITED****HEEP: HARIDWAR-249403 (UK)****Fax: 01334-226462, Phone: 01334-281673, 285341****Enq. No. 9557/S/6160/16/4580Y/2****Date of issue : 15.03.2017****Due Date : 06.04.2017****M/S.....**

.....

Sub: Tender Enquiry No. 9557/S/6160/16/4580Y/2

Dear Sir,

We are pleased to invite your offer in TWO PARTS strictly as per enclosed terms and conditions and instruction to bidders, in sealed covers for the under mentioned items :

Sl. No.	Description of Item	Qty.	Delivery Required	EMD (Earnest Money Deposit)
1	Compressors as per enclosed technical Annexure	31 items	30.05.2017	Rs 40000.00 (fourty thousand only) or in equivalent foreign currency

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

NOTE: The vendor should submit their best price at this stage itself and they will not be allowed to revise the price unless there is a change in specification or terms and conditions or specifically asked by BHEL. In case of any uncalled revision / discount submitted by vendor, subsequently will be ignored & the bid is likely to be rejected.

The tenders will be opened in TWO parts (Part I & Part II):

Part I : Part I bid (Envelope- I) Comprising EMD (if applicable) or MSE Certificate towards exemption of EMD, Pre- Qualifying Requirement (PQR), Techno – Commercial bid, SRF & Signed copy of Integrity Pact (IP) (If applicable) as mentioned above.

PLEASE SUBMIT SEPARATE DRAFTS FOR EMD {drawn in favor of BHEL Haridwar} IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS “EMD”

Part II : Part II bid (Envelope -II) Comprising Price Bid.

Offer should be complete in all respect (i.e. Part –I & Part- II) as described above.

Part – I Containing EMD (if applicable) or Certificate towards exemption of EMD, Pre-Qualifying Requirement (PQR), Techno-commercial bid, SRF & Signed copy of Integrity Pact (IP) (if applicable) will be opened on the date and time specified in the tender cover page, in the presence of those vendors, who wish to attend the tender opening.

Part -II Containing Price Bid will be opened on separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in part-I.



After tender opening (Part –I), if it is found that:

- **The bidder has not submitted the requisite EMD (if applicable)**
- **The bidder has claimed to be an MSE vendor but no supporting documents have been submitted in this regard.**

In both the above cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.

Part-I bids shall be opened at 2 PM on the due date in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals (if any) for attending the bid opening.

Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc. Only if registered for tendered item, however Annual Certificate from practicing CA certifying that the investment in Plant & Machinery of the supplier is within the permissible limit as per ACT to be submitted) are exempted from submission of EMD.

Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.

MSE Suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (Format enclosed as per Annexure- 3 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). 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 supplier till the supplier submits these documents. If the tender is to be submitted through e-procurement portal, then the above stated documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Security Deposit.

EMD shall not carry any interest.

Please go through the General Instructions And Standard Terms & Conditions (GISTC) for Tender Enquiry. All the bidder / vendors must ensure compliance to these GISTC.

KINDLY READ "INSTRUCTIONS TO BIDDERS" **THOROUGHLY**. QUOTATIONS NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

Thanking You,
Yours Faithfully,
For & on behalf of BHEL, Hardwar

Purchase Executive



INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

The tenders to be submitted in **TWO PARTS** (Part –I: EMD or NSIC Certificate, Pre-qualification and Supplier Registration Form, Techno -Commercial Bid and Part- II: price Bid as described below on or before the due date).

1. PART-I (Envelope-1):

A) EMD (if applicable)

- a. Valid certificate towards exemption of EMD, applicable for Micro and Small Enterprises, as mentioned below:-
- b. MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format enclosed at annexure-3 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted Officer.

B) Pre-Qualifying Requirement (PQR)

C) Techno- Commercial Bid.

D) Supplier Registration form (SRF) duly filled-in along with supporting documents (SRF documents to be placed separately in part-I and not to be mixed with techno- Commercial Bid)

E) Signed copy of Integrity Pact (IP) (if applicable).

2. PART-II (PRICE BID) (Envelope-2):

The price Bid (with price) to be submitted along with part I, strictly as specified in the price schedule attached at Annexure-II. Prices are to be indicated in both figures and words.



SUPPLIER REGISTRATION FORM

The SRF (Supplier Registration Form) duly filled up will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness. SRF can be downloaded from www.bhel.com

MARKING OF ENVELOPE

The part-I (the envelope containing drafts for EMD or NSIC Certificate, Pre-qualification & supplier registration form) and part-II shall be individually sealed and super scribed as indicated below and shall be enclosed further in the envelope duly sealed and super scribed as "TENDER FOR (ITEM NAME) AGAINST TENDER NO. _____ DUE ON _____ CONTAINING PART-I and PART-II OF THIS OFFER.

The following shall be subscribed on the envelopes:

- | | | |
|------------|----|----------------------------------|
| 1. PART-I | 1. | TENDER NO. AND ITEMS DESCRIPTION |
| | 2. | DUE DATE FOR OPENING |
| | 3. | EMD or NSIC Certificate |
| | 4. | PRE-QUALIFICATION REQUIREMENT |
| | 5. | SUPPLIER REGISTRATION FORM |
| | 6. | TECHNO-COMMERCIAL BID |
| 2. PART-II | 1. | TENDER NO. AND ITEMS DESCRIPTION |
| | 2. | DUE DATE FOR OPENING |
| | 3. | PRICE BID PART-II |

Vendors' full name and address should be clearly mentioned on the envelope and shall be addressed to:

Head of Materials Management,
Heavy Electrical Equipment Plant,
BHEL,
Hardwar- 249403

Envelopes not marked as above are liable to be ignored and will not be opened.

Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation. IN CASE VENDORS ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN A LETTER OF REGRET MUST BE SENT IF THEY HAVE COLLECTED THE TENDER DOCUMENTS FROM BHEL.

Purchase Executive



ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

** PAYMENT TERMS: A) <u>For indigenous supply :</u> 100% payment after receipt and acceptance of material. B) <u>For import supply :</u> Payment Through Letter of Credit: 100% payment through Irrevocable and unconfirmed Letter of Credit. The L/C shall be opened by BHEL as per following: • LC will be opened one month prior to the dispatch. • The LC will be opened for a period of 3 months. • The above L/C can be negotiated after the Shipment against submission of B/L or AWB and other documents as mentioned in the PO.	
** CURRENCY OF PAYMENT: (Euro /Dollar / CHF/ Rs. etc.) For indigenous supply the currency shall be Indian Rupees	
** TAXES: All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.	
** VALIDITY: Validity of the offer should be 90 days from the tender opening date.	
** Late delivery penalty Clause: Late delivery penalty will be applicable on delayed delivery @ 0.5% per week or part there of subject to a maximum of 10% of the value of unexecuted portion of the order. For calculating Late Delivery penalty delivery date shall be considered as per following : ** <u>Indigenous Suppliers:</u>	

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a. Delivery Ex-works:- Date of GR /LR b. Delivery FOR vendor works:- Date of GR/LR c. Delivery FOR Destination:- Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank) ** Import Supply: a. Delivery FOB / FCA port of discharge:- Date of BL/AWB b. b. Delivery C&F/CPT port of destination:- Date of AWB/BL	
** Settlement of Disputes: • If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided. All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator. In all cases of dispute the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar. JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.	
** Import Supply: a. Phytosanitary Certificate essential for packages (Wooden) b. Country of origin certificate: Vendor to furnish the country of origin certificate from Chamber of	

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Commerce of exporting country with dispatch documents.	
** Delivery Period: Mention the delivery period from the date of PO.	
** Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address.	
** Total weight -- /Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)	
** Risk Purchase Clause: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.	
** Force Majeure Clause: a. Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc. b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses. c. Regardless of what might otherwise follow from these general conditions, either party will be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than	

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6 months. d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.	
** War Like Situation: If the war like situation has developed in a country where a vendor's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.	
Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry	



PRICE SCHEDULE

For Import supply

Description	Price (in foreign currency)
Material / Item as per tech. specification covering all features (ex-works) Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications.	
Packing & Forwarding charges (FCA Charges) (If Any) [Please note that L1 will be established item wise, therefore it is requested to provide P&F charges, if any, for each item]	
Total FCA (For Air) cost/ FOB (For Sea) =	
Total CPT cost (For Air only) (note (Only for Air Freight. No Sea freight charges to be quoted)	
Total C&F cost =	

For indigenous supply

Description	Price (in Indian rupees)
Material / Item as per tech. specification covering all features (ex-works) Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the technical specifications.	
Packing charges: (If Any)	
Excise duty : @ prevailing rate (Extra or Inclusive)	
CST : @ prevailing rate (Extra or Inclusive)	
Forwarding charges (If Any): [Please note that L1 will be established item wise, therefore it is requested to provide P&F charges, if any, for each item]	
Freight up to BHEL Hardwar stores (If Any): [Please note that L1 will be established item wise, therefore it is requested to provide freight charges, if any, for each item]	
Total supply cost at BHEL Haridwar =	

NOTE: Please ensure to provide individual rates for all the offered items (in case number of enquired items are more than 1). Item wise L1 evaluation shall be done.

Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION. Wherever the prices mentioned are unit prices, it should be clearly specified.



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Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optional as indicated in specification will not be taken for evaluation.

Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.

- e) Following details shall be provided in separate Annexure.
- Unit prices for all items.
 - Prices for any other OPTIONAL items.
- f) **Excise duty:** Concession forms requirements etc. to be stated wherever applicable.
- g) Transit insurance shall be arranged by BHEL

NOTE:

1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**
2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion, BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelopes. They will also be required to submit copy of un-priced price bid of these impacts in a 3rd sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid may also be ignored. It is also clarified that no commercial discount will be acceptable.

All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact (if any).

Date :

Signature :

Name :

Designation :

Department :



ANNEXURE-3

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to Certify that M/s, (hereinafter referred to as 'company') having its registered office at.....is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)dtd:....., Category : (Micro/Small). (copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on dateas 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 Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006: Rs.....Lacs.
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006: Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of Rs..... Lacs formicro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) **(Strike off whichever is not applicable)** and the date of graduation of such enterprises from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant