



BHARAT HEAVY ELECTRICALS LIMITED
HEAVY ELECTRICAL EQUIPMENT PLANT
HARDIWAR-249 403, Uttarakhand
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E-mail: kr.naveen@bhel.in

No. 9673/S/6360/18/0759Y/1
SUB: OPEN E-TENDER ENQUIRY NO.

Dear Sir/Madam,

We are pleased to invite your offer in **TWO PARTS** strictly as per enclosed terms and conditions and general instructions and standard terms & conditions (GISTC) (version June-2017, Rev: 01) **through E-procurement system** for the under mentioned items.

Important Note:

1. The Offers are invited through E-procurement System. Please visit our website <https://bhel.abcpocure.com> for participation in tender. Tenders can be submitted using DSC (digital signature certificate).
2. To secure the bids/quotations submitted by you, BHEL uses PKI (Public Key Infrastructure) Technology for authentication which uses Digital Signature Certificates (DSC-Class 3b, SHA2, 2048bit, Signing and encryption).
3. We therefore need you to be ready with your Digital Signature Certificates (DSC-Class 3b, SHA2, 2048bit), as it is a mandatory requirement to participate in our e-tendering process. If you already have DSC and you are our registered vendor and are not mapped in BHEL Haridwar, please confirm to us along with email at Email ID: ytanwar@bhel.in so that your DSC in our E-procurement system can be mapped. If you do not have DSC and you are not our registered vendor, you are requested to arrange the same immediately and register yourself at M/s abcpocure (<https://bhel.abcpocure.com>) to get it mapped in E-procurement System in order to participate in the tender.

For further information/ queries, you can contact helpline number of M/s abcpocure or send an E-mail at Bhel.Support@abcProcure.com.

4. Other terms and conditions will be as per tender documents.

Sl. No.	Description of Item	Qty. (NO.)	Delivery Required	EMD (Earnest Money Deposit)
1.	HW8743327214 DRG: AS PER ATTACHED SPEC SINGLE & DUAL COLOR MODE ONLINE RADIATION PYROMETER AS PER ATTACHED SPECIFICATION	03	01.11.2018	Nil

- TEST CERTIFICATE IS REQUIRED ALONG WITH OPERATION & MAINT. MANUAL
- TRAINING ON THE PRODUCT IS REQUIRED AT BHEL WORKS.
- WARRANTY FOR 12 MONTHS FROM DATE OF RECEIPT OF MATERIAL IN BHEL
- TECHNICAL SPECIFICATION & PQR ENCLOSED

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should be submitted on or before the due date **by 1.45 PM**. BHEL will not be responsible for any type of delay / incomplete information from vendors etc. In case of tenders through E-procurement system, bids will be digitally signed.

- The Offers are invited through E-procurement System: <https://bhel.abcpocure.com>.
- For further system related issue please mail on : Bhel.Support@abcProcure.com.
- Tender can be submitted digitally only (through E-Procurement system only), using Digital signature.



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 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.

1. Intending vendors must remit the requisite EMD in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft (**Cheque / Bank Guarantee are not acceptable**).
2. 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.

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.

Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc., 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.

BHEL-HEEP registered vendors (i.e. PMD vendors) are exempted from submission of EMD.

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.

****Benefits of MSEs are to be given for manufacturing enterprises only as per MSE circular dated 09.02.2017.**

EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honor 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.

In case of demand draft, EMD details are to be mentioned in e-bid and original demand draft shall be sent to below mentioned address clearly mentioning RFQ / tender no. and item on envelope.

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



Please note that EMD must reach tender room before due date and time of tender (i.e. 01:45 PM) otherwise your offer will be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.

QUOTATIONS NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

Please read general instructions and standard terms & conditions (GISTC) (Version June-2017,Rev: 01) for tender enquiries. All the bidders / vendors must ensure compliance of these GISTC.

Thanking You,
Purchase Executive
For & on behalf of BHEL, Hardwar



ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

** PAYMENT TERMS: For indigenous and import supply: 100% payment after receipt and acceptance of material at BHEL store.	
** 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 : ** Indigenous Suppliers: Delivery Ex-works:- Date of GR /LR Delivery FOR vendor works:- Date of GR/LR 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: Delivery FOB / FCA port of discharge:- Date of BL/AWB 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. The place of arbitration shall be New Delhi. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will 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 Commerce of exporting country with dispatch documents.	
** Bank Charges: Bank Charges on either side. Or your prices will be loaded suitably	
** Delivery Period: Mention the delivery period from the date of PO.	
** Warranty certificate: Warranty for 12 months from date of receipt of material in BHEL.	
** 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 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	



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.

- a) Bidder to note that item wise evaluation will be done 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.
- b) Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
- c) Following details shall be provided in separate Annexure.
 - A) Unit prices for all items.
 - B) Prices for any other OPTIONAL items.
- d) 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 form 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