

REQUEST FOR QUOTATION

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: PRV0000016 RFQ DATE : 22.12.2020	Due Date/Day: 04.01.2021 MON Time : 13:00 HRS Tender Box : Reception Area Opening Venue: NEW ENGG. BLDG
MMI:PU:RF:003			
(address for communication) :		(for all correspondence) Purchase Executive : Praviraj Pithe Phone : Fax : E-mail: praviirajp@bhel.in	

1. List of document enclosed along with RFQ:
- a) RFQ-PRV0000016-Special Terms and Conditions
 - b) PURCHASE SPECIFICATION (PS-263-121/REV. 00).
 - c) PRICE_BID_FORMAT_PRV016.
 - d) CAPITAL SCHEME (2017).
 - e) COMMERCIAL TERMS_PRV016
 - f) OFFICE MEMORANDUM (F.NO.6/18/2019-PPD) ISSUED BY MINISTRY OF FINANCE AND DECLARATION FORMAT.
 - g) PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 16.09.2020 ISSUED BY DPIIT AND DECLARATION FORMAT.
2. VENDOR SHALL SUBMIT THEIR OFFER FOR THIS RFQ IN TWO PARTS ON <https://eprocurebhel.co.in/nicgep/app>.
3. Items should be delivered to
 BHEL-ESD, Plot #98,
 Electronic City Phase 1,
 Hosur Road, Bangalore- 560100.

Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	KA9018210459 RGA Probe * HSN/SAC : 9403 Test Certificate Residual Gas Analyser Probe for Li-Ion facility	1	NO	1	16.02.2021

Total Number of Items - 1

1.
2.

TWO PART BID - SUBMIT TECHNICAL AND PRICE BID IN SEPARATE SEALED COVERS

NOTES: 1. This RFQ is governed by: a) INSTRUCTIONS TO BIDDERS/SELLERS and GENERAL CONDITIONS OF CONTRACT FOR PURCHASE are CAPITAL SCHEME(2017) . b) Any other specific Terms and Conditions mentioned. * The HSN/SAC no mentioned against the line items in the RFQ are indicative only.	For and On behalf of BHEL. Praviraj Pithe Contrl Eqpmnt - ESD 1 OF 1
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RFQ NO. PRV000016 - SPECIAL TERMS AND CONDITIONS

THIS “SPECIAL CONDITIONS OF CONTRACT” WILL FORM AN INTEGRAL PART OF THE CONTRACT AS AND WHEN THE RFQ CULMINATES INTO A PURCHASE ORDER /CONTRACT.

1. VENDOR SHALL SUBMIT THEIR OFFER FOR THIS RFQ IN TWO PARTS ON <https://eprocurebhel.co.in/nicgep/app>. FOR THIS VENDOR HAS TO ENROLL FIRST THROUGH THE MENTIONED WEBSITE TO SUBMIT THEIR OFFER ONLINE. BID SHALL BE SUBMITTED AS PER THE INSTRUCTION GIVEN IN DOC. REF. CAPITAL -2017(SCHEME)

NOTE:

A) PRE-QUALIFICATION CRITERIA ARE MANDATORY REQUIREMENTS AND WILL BE CARRIED OUT BASED ON THE DETAILS FURNISHED BY THE VENDOR/FEEDBACK FROM THEIR CUSTOMERS AND INSPECTION OF THE COMPANY/PRODUCTS, IF REQUIRED BY BHEL AT ITS SOLE DISCRETION.

B) THE PRE-QUALIFICATION CRITERIA ARE MANDATORY REQUIREMENTS.

2. **VENDOR HAS TO SEAL & SIGN EACH AND EVERY PAGE/DOCUMENT OF THE RFQ AS COMPLIANCE TO ALL THE TERMS AND CONDITIONS.**
3. VENDOR IS ADVISED TO GO THROUGH THE GENERAL TERMS AND CONDITIONS, DOCUMENT CAPITAL-2017 SCHEME ENCLOSED WITH THIS RFQ. VENDOR HAS TO CONFORM AND SUBMIT DULY FILLED COMMERCIAL TERMS (ANNEXURE B ENCLOSED WITH THE RFQ IN EXCEL FORMAT). DEVIATIONS, IF ANY, TO BE HIGHLIGHTED AND BROUGHT OUT CLEARLY IN THE TECHNO-COMMERCIAL BID.
4. TENDER OPENING TIME IS 01:30 PM ON THE TENDER DUE DATE, PLACE: BHEL-ESD, ELECTRONIC CITY PHASE-1, BANGALORE.
5. WARRANTY: AS PER PURCHASE SPECIFICATION PS-263-121 REV.00.
6. CLAUSE BY CLAUSE CONFIRMATION OF THE PURCHASE SPECIFICATION PS-263-121 REV.00 SHALL BE SUBMITTED ALONG WITH TECHNICAL BID WITH SIGN AND SEAL.
7. ITEMS TO BE MANUFACTURED AND DELIVERED AS PER PS-263-121 REV.00.
8. DELIVERY PERIOD SHALL BE 12 WEEKS FROM THE DATE OF PURCHASE ORDER AND INSTALLATION AND COMMISSIONING COMPLETION SHALL BE COMPLETED WITHIN 3 WEEKS FROM THE RECEIPT OF ITEM AND SITE READINESS INTIMATION BY BHEL.
9. DOCUMENTS TO BE PROVIDED ALONG WITH THE SUPPLY OF ITEMS:
(i) CERTIFICATE OF CONFORMANCE
CONFIRMATION FOR THE SAME SHALL BE PROVIDED IN TECHNICAL OFFER.
10. ADVANCE PAYMENT: BIDS SEEKING ADVANCE PAYMENT SHALL BE LIABLE FOR REJECTION.
11. PAYMENT TERMS AGAINST PROFORMA INVOICE ARE NOT ACCEPTABLE.
12. TERMS MENTIONED IN THIS RFQ WILL BE TREATED AS FINAL IN CASE OF ANY AMBIGUITY.
13. CONTRACT EXECUTION BANK GUARANTEE TO BE SUBMITTED (PLEASE REFER CLAUSE 18 ON PAGE NO. 7 OF CAPITAL 2017), IF TOTAL PO VALUE EXCEEDS 20 LAKHS.
14. INSTALLATION AND COMMISSIONING CHARGES SHOULD BE QUOTED AS 10% OF TOTAL SUPPLY VALUE.
15. PRICE BID SHALL BE SUBMITTED IN THE ENCLOSED EXCEL FORMAT.

16. THE EVALUATION CURRENCY FOR THIS TENDER SHALL BE IN **INR**.
17. MSME VENDORS MAY PLEASE GET REGISTERED ON BHEL RXIL PLATFORM THROUGH VENDOR PORTAL.
18. CLAUSE NO.27 OF CAPITAL SCHEME (2017) PAGE NO. 10 OF 30 IS SUPERSEDED BY THE FOLLOWING INSTRUCTION: **"TENDER WILL BE FINALIZED THROUGH PRICE BID OPENING i.e., CONVENTIONAL METHOD ONLY. NO REVERSE AUCTION FOR THE TENDER WILL BE CONDUCTED. HENCE PLEASE QUOTE YOUR COMPETITIVE PRICE IN THE PRICE OFFER."**
19. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017 - NO P-45021/2/2017-PP (BE-II) DTD. 16.09.2020 BY DPIIT AND ANY SUBSEQUENT ORDERS ISSUED BY THE NODAL MINISTRY, ON PREFERENCE TO LOCAL CONTENT, THE SAME SHALL BE APPLICABLE EVEN IF ISSUED AFTER ISSUE OF THIS NIT, BUT BEFORE OPENING OF PRICE BID/S AGAINST THIS NIT. ANY INDIAN BIDDER INTENDING TO AVAIL THE BENEFITS SHALL SUBMIT THE REQUISITE DOCUMENTS AS PER THE AFORESAID ORDERS.
WHERE ANY MINISTRY OR DEPARTMENT HAS ITS OWN POLICY FOR PREFERENCE TO LOCAL CONTENT APPROVED BY THE CABINET AFTER 01.01.2015, SUCH POLICIES WILL PREVAIL OVER THE PROVISIONS OF THIS ORDER. THE BIDDER TO SUBMIT THE DECLARATION AS PER THE ENCLOSED FORMAT.
20. RESTRICTIONS UNDER RULE (XI) OF GENERAL FINANCIAL RULES 2017. ORDER NO F.NO/6/18/2019-PPD DT 23.07.2020.
ANY BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA WILL BE ELIGIBLE TO BID IN ANY PROCUREMENT WHETHER OF GOODS, SERVICES (INCLUDING CONSULATCY SERVICES AND NON CONSULTANCY SERVICES) OR WORKS (INCLUDING TURNKEY PROJECTS) ONLY IF THE BIDDERS IS REGISTERED WITH DPIIT.
THE BIDDER SHALL MANDATORILY SUBMIT DECLARATION AS PER THE ENCLOSED FORMAT.
21. FOLLOWING DOCUMENTS ARE ATTACHED:-
(i) PURCHASE SPECIFICATION (PS-263-121/REV. 00).
(ii) PRICE_BID_FORMAT_PRV016.
(iii) CAPITAL SCHEME (2017).
(iv) COMMERCIAL TERMS_PRV016
(v) OFFICE MEMORANDUM (F.NO.6/18/2019-PPD) ISSUED BY MINISTRY OF FINANCE AND DECLARATION FORMAT.
(vi) PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 16.09.2020 ISSUED BY DPIIT AND DECLARATION FORMAT.
22. ITEMS SHOULD BE DELIVERED TO:
BHEL-ESD, PLOT #98,
ELECTRONIC CITY PHASE 1,
HOSUR ROAD, BANGALORE- 560100.
23. ANY DEVIATIONS FROM OR ADDITIONS TO THE "GENERAL CONDITIONS OF CONTRACT" OR "SPECIAL TERMS AND CONDITIONS" REQUIRE BHEL'S EXPRESS WRITTEN CONSENT. THE GENERAL TERMS OF BUSINESS OR SALE OF THE BIDDER SHALL NOT APPLY TO THIS TENDER.
24. NON ACCEPTANCE / DEVIATIONS IF ANY TO THE TERMS AND CONDITIONS OF THE RFQ SHALL BE CLEARLY AND EXPLICITLY MENTIONED IN THE OFFER, OTHERWISE IT WILL BE TREATED THAT ALL THE TERMS AND CONDITIONS OF THE RFQ ARE ACCEPTED BY THE BIDDER IN TOTAL.

25. ARBITRATION & CONCILIATION CLAUSE:

THE PARTIES SHALL ATTEMPT TO SETTLE ANY DISPUTES OR DIFFERENCE ARISING OUT OF THE FORMATION, BREACH, TERMINATION, VALIDITY OR EXECUTION OF THE CONTRACT; OR, THE RESPECTIVE RIGHTS AND LIABILITIES OF THE PARTIES; OR, IN RELATION TO INTERPRETATION OF ANY PROVISION OF THE CONTRACT; OR, IN ANY MANNER TOUCHING UPON THE CONTRACT, OR IN CONNECTION WITH THIS CONTRACT THROUGH FRIENDLY DISCUSSIONS. IN CASE NO AMICABLE SETTLEMENT CAN BE REACHED BETWEEN THE PARTIES THROUGH SUCH DISCUSSIONS, IN RESPECT OF ANY DISPUTE; THEN, EITHER PARTY MAY, BY A NOTICE IN WRITING TO THE OTHER PARTY REFER SUCH DISPUTE OR DIFFERENCE TO THE SOLE ARBITRATION OF AN ARBITRATOR APPOINTED BY HEAD OF THE BHEL –EDN. SUCH SOLE ARBITRATOR APPOINTED, SHALL CONDUCT THE ARBITRATION IN ENGLISH LANGUAGE.

THE ARBITRATOR SHALL PASS A REASONED AWARD AND THE AWARD OF THE ARBITRATION SHALL BE FINAL AND BINDING UPON THE PARTIES.

SUBJECT AS AFORESAID, THE PROVISIONS OF ARBITRATION AND CONCILIATION ACT 1996 (INDIA) OR STATUTORY MODIFICATIONS OR RE-ENACTMENTS THEREOF AND THE RULES MADE THEREUNDER AND FOR THE TIME BEING IN FORCE SHALL APPLY TO THE ARBITRATION PROCEEDINGS UNDER THIS CLAUSE. THE SEAT OF ARBITRATION SHALL BE BANGALORE.

THE COST OF ARBITRATION SHALL BE BORNE AS DECIDED BY THE ARBITRATOR UPON HIM ENTERING THE REFERENCE.

SUBJECT TO THE ARBITRATION CLAUSE AS ABOVE, THE COURTS AT BANGALORE ALONE SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT.

NOTWITHSTANDING THE EXISTENCE OR ANY DISPUTE OR DIFFERENCES AND/OR REFERENCE FOR THE ARBITRATION, THE PARTIES SHALL PROCEED WITH AND CONTINUE WITHOUT HINDRANCE THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT WITH DUE DILIGENCE AND EFFICIENCY IN A PROFESSIONAL MANNER EXCEPT WHERE THE CONTRACT HAS BEEN TERMINATED BY EITHER PARTY IN TERMS OF THIS CONTRACT.