

Domain :	bhel.abcpocure.com	
Parent department:	EMRP MUMBAI	

View form

Event ID	:	39323	RFQ/NIT/Enquiry no.	:	210493844
Description	:	SUPPLY OF MECHANICAL WORKSHOP ITEMS FOR MANGDECHHU HEP, BHUTAN			

ELECTRICAL MACHINE REPAIR PLANT

Plot No. D-1, Cross Road ‘C’, Road No.16, MIDC, Andheri (East), Mumbai – 400 093.

[Å2835 8738/2835 8701, Fax No. 022-28231161/28364587

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TECHNO COMMERCIAL

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)
Small text Other Show	Long text Other Show	Other Show

1	Technical Terms & conditions: Supply of Mechanical workshop items for Mangdechhu HEP, Bhutan as per Specification EM-MHPA-MGD-MWS-GTS-00	To be filled by bidder (Long text)
1.1	Supply of 1. Spirit Level (Coarse and Bubble Type) Accuracy Min. 0.5MM / Meter (Make: WYLER / RSK) (Qty.04 Nos.)2. Digital Thermometer (Make: FLUKE) (Qty.02 Nos.)3. Mechanical Tachometer (Make: FUJI / LINE SEIKI) (Qty.02 Nos.)4. Straight Edge Camel Back 3000mm (Make: LUTHRA) (Qty.01 Set)	To be filled by bidder (Long text)
1.2	Acceptance Norms: AS per RFQ and Spec. No. EM-MHPA-MGD-MWS-GTS-00	To be filled by bidder (Long text)
2	Commercial Terms & Conditions:	To be filled by bidder (Long text)
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.	To be filled by bidder (Long text)
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, schematic diagram (if application) to be submitted after placement of order.ii. Test reports to be submitted after placement of PO.iii. Guarantee certificat valid for 24 months to be submitted as mentioned in NIT.	To be filled by bidder (Long text)
2.3	Validity of Offer: 90 days from the date of Technical Bid opening / extended date.	To be filled by bidder (Long text)
2.4	Price variation clause: Price offered should remain firm till the supply of material.	To be filled by bidder (Long text)
2.5	Delivery Period & Schedule: Within 10 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.	To be filled by bidder (Long text)
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.	To be filled by bidder (Long text)
2.7	Place of Despatch: The vendor has to clearly specify the place from where material will be despatched.	To be filled by bidder (Long text)
2.8	Delivery Place: ELECTRICAL MACHINE REPAIR PLANT, BHEL PLOT NO. D-1, CROSS ROAD "C", ROAD NO. 16, MIDC, ANDHERI EAST, MUMBAI-400093	To be filled

		by bidder (Long text)
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 tranansportation. Transportation charges to be quoted considering the geographic conditions of Bhutan.	To be filled by bidder (Long text)
2.1	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, deteioration, 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.	To be filled by bidder (Long text)
2.11	Payment Terms:a) Payment of 100% of Order Value will be made within 90 days (45 days for MSMED) of submission of bills with proof of receipt of material at our EMRP store.b) Payment will be made through e-payment only. Vendor should furnish bank details if not submitted earlier.c) In case of any deviation to the payment terms mention above, loading shall be done on basic price with PLR (Priime 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).	To be filled by bidder (Long text)
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.	To be filled by bidder (Long text)
2.13	Evaluation Criteria: Price evaluation shall be done on the basis of landed cost of each item along with accessories to BHEL.	To be filled by bidder (Long text)
2.14	Transit Insurance: By Vendor.	To be filled by bidder (Long text)
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.	To be filled by bidder (Long text)
2.16	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.	To be filled by bidder (Long text)
2.17	MSE Clause: "MSE suppliers can avail the indented benefits only if they submit any of the following documents along with offer:a. Udyog Aadhaar Memorandum & Acknowledgement.b. Valid NSIC Certificate,c. 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	To be filled by bidder (Long text)

	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.”	
2.18	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.	To be filled by bidder (Long text)
2.19	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.	To be filled by bidder (Long text)
2.2	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.	To be filled by bidder (Long text)
2.21	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.	To be filled by bidder (Long text)
2.22	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.	To be filled by bidder (Long text)
2.23	GENERAL TERMS AND CONDITIONS:	To be filled by bidder (Long text)
2.24	BHEL reserves the right to reject the offer and or award the work in full or part without assigning any reason.	To be filled by bidder (Long text)
3	Tender should be free from over writing and erasers, additions if any must be attested.	To be filled by bidder (Long text)
3.1	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	To be filled by bidder

	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.	(Long text)
3.2	"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."	To be filled by bidder (Long text)
3.3	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.	To be filled by bidder (Long text)
3.4	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.	To be filled by bidder (Long text)
3.5	Documents sent as attachment to this tender shall be signed with company seal and uploaded in the EPS (In PDF format) or enclosed along with offer in case of non EPS tender.All page must be signed with company seal.	To be filled by bidder (Long text)
3.6	IMPORTANT NOTES:1. The Offers are invited through E-procurement System. Please visit our website https://bhel.abcpocure.com for participation in tender.Offer in any other mode will not be accepted. Please refer BHEL Supplier Manual available at referred website for more details. 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 Certificate (DSC-Class 3b, SHA2, 2048bit, Signing and encryption).3. We therefore need you to be ready with your Digital Signature Certificate (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 EMRP MUMBAI, please confirm to us along with email at Email ID: mm@bhel.in so that your DSC in BHEL 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 ABC Procure (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 ABC procure or send E-mail at bhel.support@abcpocure.com .4. Other terms and conditions will be as per tender documents on our website https://bhel.abcpocure.com .	To be filled by bidder (Long text)

Mandatory : Yes

Form properties

Price bid form	No	Multiple filling	No
Requires encryption	No	Requires document encryption	No
Requires bid supporting documents	No	Mandatory	Yes

Datatype

Data type	Example
Small Text	ABC etc.
Long Text	There are many variations of passages of Lorem Ipsum available, but the majority have suffered alteration in some form, by injected humour, or randomised words which don't look even slightly believable etc.