

**BHARAT HEAVY ELECTRICALS LIMITED
HEEP, HARIDWAR, 249403- UK (INDIA)****Date of Issue: 01.01.2018****Fax: 01334-226462, Phone: 01334-281594 / 1673****E-mail: rk_rai@bhelhwr.co.in or naveenk@bhelhwr.co.in**

M/s.....

SUB: OPEN TENDER ENQUIRY NO. 758/C/6190/17/2591/F/2, DUE DATE- 25.01.2018

Dear Sir/Madam,

We are pleased to invite your offer in **TWO PARTS** strictly as per enclosed terms and conditions and instruction to bidders, **through E-procurement system** for the under mentioned item.

Important Note:

1. The Offers are invited through E-procurement System. Please visit our website <https://bheleps.buyjunction.in> 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).
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 with you and are not mapped in BHEL Haridwar, please confirm to us along with email at Email ID: ytanwar@bhelhwr.co.in so that your DSC in our E-procurement system can be mapped. If you do not have DSC, you are requested to arrange the same immediately and contact M-junction 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-junction or send an E-mail at eps.customercare@mjunction.in.
4. Other terms and conditions will be as per tender documents.

Tender No.	Sl. No	Item Description	Total Qty. (PR)	Delivery Period	Tender Opening date	EMD (INR)
758/C/6190/17/2591/F/1	1.	ISXW00201111 EAR PLUG AS PER PLANT PURCHASING SPECIFICATION NO. BHEL/HEEP/HSE/B/02, REV.00 (ENCLOSED). SIZE: - with IS 9167-1979 Reaffirmed 2002 and IS 6229-1980 Reaffirmed 1995	15000 PR	31.03.2018	25.01.2018 (02:00 PM)	NIL
	2.	ISXW00202240 EAR MUFF AS PER PLANT PURCHASING SPECIFICATION NO. BHEL/HEEP/HSE/B/01, REV. 00 with IS 9167-1979 Reaffirmed 2002 and IS 6229-1980 Reaffirmed 1995 and ANSI S3. 19-1974	200 NO	31.03.2018		

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://bheleps.buyjunction.in>
- For further information please mail on : eps.customercare@mjunction.in

- 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.

Kindly arrange for submission of all annexures of enquiry in original duly signed and stamped.

Kindly refer following annexures:-

ANNEXURE	ANNEXURE TITLE	No. OF PAGES
ANNEXURE I	Special terms & Conditions of the enquiry	1 (Page No 3)
ANNEXURE II	Points to be addressed by vendor	4 (Page No 4 -6)
ANNEXURE III	Price Schedule	1 (Page No 7)
ANNEXURE IV	Certificate by chartered accountant on letter head	1 (Page No 8)
-----	PRE-QUALIFICATION REQUIREMENT + SPECIFICATION	1+4
-----	GISTC FOR INDIAN BIDDERS	9

Kindly read "GISTC FOR INDIAN BIDDERS" **thoroughly**. Quotation not in accordance with the above instructions is liable to be disqualified and ignored.

Thanking You,
Yours Faithfully,

For & ON BEHALF OF BHEL, HARIDWAR

(Rajneesh Kumar Rai)
Sr. Engineer
(Purchase-Central)

Annexure-I**SPECIAL TERMS & CONDITIONS OF THE ENQUIRY**

- Sample is required as per enclosed specification.
 - Test certificate is required as per specification enclosed.
 - Guarantee certificate is required as per specification enclosed.
 - Specifications are enclosed.
 - PQR enclosed.
 - ITC applicable.

 - **EMD (Earnest Money Deposit)**
 - Intending vendors must remit the requisite EMD (drawn in favor of BHEL Hardwar) 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.
 - EMD of MSE vendors shall be exempted on the basis of valid MSE certificate submitted by vendor.
 - Central/State-Public Sector Units/ Government Departments are exempted from submission of EMD subject to approval by BHEL Management.
 - **BHEL-HEEP registered vendors (i.e. PMD vendor) are exempted for submission of EMD of related PMD items.**
 - 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 bidders shall be refunded on acceptance of award / LOI/PO by successful bidder.
 - **EMD of L1 bidder shall be refunded after receipt and acceptance of material.**
 - EMD shall not carry any interest.
 - EMD is to be collected in cash (as permissible under Income Tax Act) or Pay Order or Demand Draft only. In case of foreign bidders e-payment may also be accepted as EMD.
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(This Annexure-II duly filled, signed and stamped to be submitted along with the offer)

ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR**ANNEXURE-II**

COMMERCIAL TERMS	VENDOR'S ACCEPTANCE
** PAYMENT TERMS: For indigenous and Import supply : In case of Non-MSE vendors, the payment term shall be "100% payment after receipt and acceptance of material". In case of MSE vendor, the payment terms shall be "100% payment after receipt and acceptance of material up to 45 days".	
** TEST CERTIFICATE: (Test Certificate shall be submitted with each supply by vendor)	
**GUARANTEE CERTIFICATE: (Guarantee Certificate required as per enclosed specification).	
** CURRENCY OF PAYMENT: (Euro /Dollar / CHF/ INR etc.) For indigenous supply the currency shall be Indian Rupees	
** 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 order. For calculating Late Delivery penalty delivery date shall be considered as per following : ** Indigenous Suppliers: 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. Delivery C&F/CPT port of destination:- Date of AWB/BL	
** GST: Applicable (Extra or Inclusive) / Not Applicable (If applicable then indicate the percentage)	
** FREIGHT: Inclusive/ Exclusive (If exclusive indicate the item wise freight)	
**PACKING CHARGES: Inclusive/ Exclusive (If exclusive indicate the percentage of Basic Price)	
** FORWARDING CHARGES: Inclusive/ Exclusive (If exclusive indicate the percentage of Basic Price)	
** MICRO SMALL ENTERPRISES ACT (MSE): Clearly mention by vendors and send the copy of certificate attested by Gazetted Officer or notarized.	

** COPY OF UN-PRICED BID: Copy of un-priced Bid to be attached.	
** DELIVERY PERIOD: Clearly mention in No. of days/ weeks/ Months from the date of Purchase Order.	
** F.O.R. Delivery term is FOR BHEL HEEP Store.	
** BENEFICIARY OF PO: Please confirm the beneficiary of PO along with the complete address.	
** BANK CHARGES: Bank Charges on either side. Or your prices will be loaded suitably	
** 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: - Phytosanitary Certificate essential for packages (Wooden) - Country of origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce of exporting country with dispatch documents.	

** 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	

****NOTE:** Non submission of documents against PQR, specification and ANNEXURE-II dully filled, signed & stamped will be rejected.

ANNEXURE-III
PART -II: PRICE SCHEDULE
For indigenous supply (Please attach un-priced copy of this price schedule in techno-commercial bid)

Sl No	Material Code	Description	Quantity (unit)	Unit Rate (Rs.)	Freight (Rs.)	Applicable GST @% (Inclusive or Extra)	Total Amount (Rs.)
1.	ISXW00201111	EAR PLUG AS PER PLANT PURCHASING SPECIFICATION NO.BHEL/HEEP/HSE/B/02, REV.00 (ENCLOSED). SIZE: - with IS 9167-1979 Reaffirmed 2002 and IS 6229-1980 Reaffirmed 1995	15000 PR				
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- Un-priced copy of the above price schedule must be submitted along with Techno-Commercial bid.
- Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respect.
- Prices quoted in this calculation sheet shall be covering the total scope of supply as per and no change in price after submission of tender shall be allowed unless there is change in specification or terms and conditions or specifically asked by BHEL.
- Also package size essentially should be indicated (if not exact then approximate).

NOTE:

- BHEL will evaluate the technical bids against essential criteria / requirements. BHEL may seek clarifications on technical bid, 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.**

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 also may 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 prior notice regarding opening of their original price bid.

Date :
 Signature :
 Name :
 Designation :
 Department :
 M/s

ANNEXURE-IV**Certificate by Chartered Accountant on letter head**

This is to Certify that M/s
(hereinafter referred to as 'company') having its registered office atis 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 for
.....micro / 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