



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

ELECTRICAL MACHINE REPAIR PLANT

Plot No.D-1, Cross Road 'C', Road No.16, MIDC, Andheri (East),

MUMBAI – 400 093

[t2835 8707 / 2835 8711, Fax No. 022-28231161/28364587

E mail : csdeolika@bhel-emrp.com / suresh@bhel-emrp.com

BHEL/EMRP/PUR/B/211168014

Date: 16.07.2016

W.O.No.70

M/s

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Sub: NIT for Supply and Installation of Over Current Relay.

Sealed tender are invited in two-bid system for Supply & installation of 'OVER CURRENT RELAY- TYPE IRI PRO V3, MAKE C & S for EMRP BHEL Mumbai. (Qty. 03 Nos.)

(Approved Make: C & S.)

1) Technical Terms & Conditions

- 1.1 Supply & Installation of 'OVER CURRENT RELAY- TYPE IRI PRO V3, MAKE C & S as per NIT.
- 1.2 Acceptance Norms: As per standard.
- 1.3 Vendor shall read the NIT **carefully** and submit the relevant Annexures duly filled, signed and stamped.
- 1.4 Offers to be quoted in INR only, offers quoted in other than INR will **NOT** be accepted.

Important Note:

1. **The offers of the bidders who are on the banned list, as also the banned list of the offers of the bidders who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL site www.bhel.com**
2. **MSE suppliers can avail the indented benefits only if they submit along with their offer attested copies of either EM II certificate having deemed validity (two years from the date of issue of acknowledgement in EM II) or valid MSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure – A) 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 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**
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.**

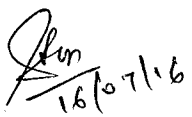
Commercial terms and conditions, General terms & conditions and Procedure for submission of tender are enclosed herewith. Offers should be submitted strictly in accordance with the same.

Tender Enquiry No.: BHEL/EMRP/PUR/B/ 211168014 Dt.16.07.2016

Tender Submission Date: 08.08.2016 up to 2.00 PM

Tender Opening Date: 08.08.2016 at 2.30 PM in conference hall

Yours faithfully
For Bharat Heavy Electricals Ltd


Sr. Engr. (MM)

Tender Enquiry No. BHEL/EMRP/PUR/B 21168014 Dt. 16.07.2016

Bidder's ref. no. _____

NO DEVIATION CERTIFICATE

We hereby accept and agree to all the Techno-Commercial and General Terms and conditions given in the tender enquiry No. BHEL/EMRP/PUR/B 21168014 dated 16.07.2016 without any deviation.

Authorized Signatory
(with seal of company)

OR**PROFORMA FOR DEVIATION TENDER TERMS SOUGHT BY BIDDER**

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	Clauses	Accepted	Not Accepted	Deviation
A	Technical Clause			
1	Supply & Installation clause 1.1			
2	Acceptance clause 1.2			
3	Annexure submission clause 1.3			
4	Quotation in Indian Rupees clause 1.4			
B	Commercial clause:			
1	Price clause 1.1			
2	Documentation clause 1.2 (a & b)			
3	Validity clause 1.3			
4	Price Variation clause 1.4			
5	Delivery Period clause 1.5			
6	Delayed Delivery Penalty clause 1.6			
7	Installation clause 1.7			
8	Delivery Place clause 1.8			
9	Transportation clause 1.9			
10	Packing & Forwarding clause 1.10			
11	Payment Terms clause 1.11			
12	Taxes & Duties clause 1.12			
13	Excise Duty clause 1.12.1			
15	Sales Tax clause 1.12.2			
16	Service Tax clause 1.12.3			
17	Transit Insurance clause 1.13			
18	Octroi Charges clause 1.14			
19	Inspection clause 1.15			
20	Interpretation of Contract clause 1.16			
21	Evaluation Criteria clause 1.17			
22	Warrantee Certificate clause 1.18			
23	General Terms & Conditions 3.1 TO 3.5 clause 1.19			

We confirm acceptance of all other terms and conditions of NIT

Signature of Bidder with seal of company

TECHNICAL DEVIATION

Tender Enquiry No. BHEL/EMRP/PUR/B 211168014 Dt. 16.07.2016

Bidder's ref. no. _____

PROFORMA FOR TECHNICAL DEVIATION TO TENDER TERMS SOUGHT BY BIDDER

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.

Sr.No.	Technical Requirement	Accepted	Not Accepted	Deviation
1	OVER CURRENT RELAY- TYPE IRI PRO V3, MAKE C & S			

We confirm acceptance of all other terms and conditions of NIT

Signature of Bidder
with seal of company

PRE-QUALIFICATION CRITERIA

Tender Enquiry No. BHEL/EMRP/PUR/B 211168014 Dt. 16.07.2016

Bidder's ref. no. _____

1. Vendor should have the turnover of five (5) Lakhs in last three years. Latest ITCC annual report (Balance Sheet and Profit & Loss account sheet for last one year i.e. 2014-15 certified by CA with his seal & signature to be submitted
2. BHEL registered vendor should submit their vendor code document, Name of BHEL unit where vendor is registered for this item.
3. Offers without supporting documents as per PQR may not be considered for price bid opening.

NOTE: Necessary supporting documents should be submitted in technical bid

SI	Description	Submitted	Not Submitted	Reason for NOT submitting
1	T/o of 5 Lakhs in last three years. Latest ITCC annual report (Balance sheet and Profit & Loss account sheet for one year 2014-15 certified by CA with his STAMP SEAL & SIGNATURE			
2	BHEL registered vendor should submit their vendor code document, Name of BHEL unit where registered.			

Signature of Bidder
with seal of company

Tender Enquiry No. BHEL/EMRP/PUR/B 211168014 Dt. 16.07.2016

Bidder's ref. no. _____

Proforma for Price bid Part 'B'

Sr. No	Description	Qty in No. /set	Unit Rate per No. / Set as per total cost to BHEL as per break up below in Rs.	Total Price
1	Supply & Installation of 'OVER CURRENT RELAY- TYPE IRI PRO V3, MAKE C & S	03 Nos.		

Break up for the above Total Unit Rate

Sr. No	Description	Supply & Installation of 'OVER CURRENT RELAY- TYPE IRI PRO V3, MAKE C & S
1	Basic rate for each unit / set	
2	Excise Duty(if any) specify	
3	Packing & Forwarding	
4	CST / VAT (if any) Specify	
6	Service Tax (if any) Specify	
7	Insurance	
8	Any other (Specify)	
9	Total (1+2+3+4+5+6+7+8)	

NOTE:

1. Vendor should clearly indicate the rates of taxes and duties applicable as per above performa.
2. Final evaluation shall be carried out after considering CENVAT /VAT credit available to BHEL.
3. Vendor to confirm relevant documents will be provided to BHEL for availing CENVAT / VAT credit.

Authorized Signatory
With seal of the company

1. COMMERCIAL TERMS AND CONDITIONS:

- 1.1 Price:** Price should be quoted strictly as per performa for price bid. FOR destination basis inclusive of transportation, or any other transport expenditure. Vendor has to supply the item / Equipment at the delivery place as mentioned in clause 1.8
- 1.2 Documents Required:** Vendor has to submit the following documents:
a) Catalogue with make, model & type and all ratings and technical specification.(if applicable)
b) Acceptance of technical terms & Annexure I,II,III & (IV Price bid in separate sealed envelope)
- 1.3 Validity of Offer:** 60 days from the date of technical bid opening / extended date.
- 1.4 Price variation:** Price offered should remain firm till the complete supply, installation and handing over.
- 1.5 Delivery Period:** Within 04 Weeks form the date of issue P.O / LOI.
- 1.6 Delayed Delivery Penalty:** LD shall be 0.5% per week of the unfurnished portion of the order value or part thereof subject to a maximum of 10% of the full order value (supply portion). In case of any change to the order value the LD od 0.5% of the revised unfurnished portion of the order value per of delay or part thereof subject to a maximum of 10% of the revised value. In case of the staggered delivery schedule, LD shall be 0.5% per week of delay part thereof subject to a maximum of 10% of the undelivered portion.
- 1.7 Installation:** Installation of the 'Over Load Relay' site shall be done and completed within 04 weeks on handing over the site
- 1.8 Delivery Place**

BHARAT HEVY ELECTRICALS LIMITED
(Electrical Machine Repair Plant)
Plot No.D-1, Cross Road 'C', Road No.16
MIDC Andheri (East)
Mumbai 400093 (Maharashtra)

- 1.9 Transportation:** To be arranged by vendor. Transportation charges may be quoted separately in price bid as per clause 1.8.
- 1.10 Packing & Forwarding:** Price should be quoted inclusive of all packing & forwarding charges
- 1.11 Payment Terms:** Payment of 100% of order value will be made within 90 days (45 days for MSE vendors covered under MSME act – furnish Annexure A duly certified by CA) after receipt of clears bills along with all relevant supporting form (applicable to every bills) with proof of completion with satisfactory installation of the relay & execution of the work in totality certified by BHEL representative or in-charge.
- Payment will be made through e-payment only. Vendors should furnish full bank details.
 - NO ADVANCE PAYMENT WILL BE MADE.


- 1.12 Taxes & Duties:** As applicable.
- 1.12.1 Excise Duty:** Extra as applicable.
- 1.12.2 Sales Tax:** Extra as applicable.
- 1.12.3 Service Tax:** As applicable
- 1.13 Transit Insurance:** By vendor.
- 1.14 Octroi Charges (if applicable):** By BHEL
- 1.15 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.
- 1.16 Interpretation of contract:** In case of two or more than two interpretations or differences in any of the technical specification or terms and conditions of the contract then the interpretation which is in favour of BHEL shall be final and binding.
- 1.17 Evaluation Criteria:** Price evaluation shall be done on the basis of total landed cost of Over Current Relay with installation to BHEL.
- 1.18 Warrantee Certificate:** Vendor to furnish warrantee certificate for a period of 24 months from the date of delivery or 18 months from the date of installation whichever is later.
- 1.19 General Terms & Conditions (3.1 to 3.5):** Vendor to accept all general terms & conditions

2. PROCEDURE FOR SUBMISSION OF TENDER

- 2.1 Bidder shall submit the offer in two bids system in two different sealed envelope covers.
- 2.2 **Part – 'A' – Techno-Commercial-Bid**
- 2.3 **Part – 'B' – Price-Bid**
- 2.4 Tender no. date and due date of opening should be written on both the covers. These two covers shall then be placed in a large cover and sealed. The large cover should also have tender no. Date and Due Date. This should be dropped in the tender box placed at the entrance of our works before the due date and time.
- 2.5 **Part – 'A': Techno-Commercial Bid:** Techno-commercial bid shall contain technical and commercial offer as per the NIT proforma, indicating acceptance of NIT terms as per Annexure – I Acceptance of all technical and commercial terms and conditions given in format **Annexure – I. (No-Deviation certificate and deviation proforma)**, duly filled in signed as required. Blank price – bid proforma indicating only the rates of taxes and duties applicable, without rate / price for the material should be enclosed with the techno – commercial bid Part - 'A'
- 2.6 Any deviation in the above mentioned terms & conditions or conditional offer may render the offer invalid and shall be liable to be rejected, and price bids of such bidders shall not be opened. Price bids of only these bidders shall be opened whose techno-commercial offer is found suitable and acceptable. Date of opening of price bid shall be communicated to only those bidders whose techno-commercial bid will be accepted.
- 2.7 **Part – 'B':** Price bid Part –'B' should contain only the price duly filled in the price bid proforma Annexure – II **without any terms & conditions**. Any terms and conditions, if mentioned in the price bids shall be ignored and not considered.

3. GENERAL TERMS AND CONDITIONS:

- 3.1 BHEL reserves the right to reject the offer and or award the work in full or part without assigning any reason.
- 3.2 Tender should be free from over writing and erasers, addition if any must be attested.
- 3.3 Purchase order will be subject to general conditions of the purchase prevailing in Bharat Heavy Electricals Ltd.
- 3.4 Any dispute arising out of this shall be referred to the sole arbitration of the unit head, BHEL EMRP, Mumbai OR any other officer nominated by him and his award shall be final and binding on the parties. The venue of arbitration in all cases shall be Mumbai.
- 3.5 All suits in respect of this unit shall be in the courts of Mumbai.


16/07/16
Sr. Engr. (MM)

ANNEXURE – A

Certificate of Chartered Accountant on Letter Head

This is to certify that M/s _____
(herein after referred to as company) having its registered office at _____
_____ is registered under MSMED Act 2006
(Entrepreneur Memorandum No. (Part-II)
_____ dated _____
_____ category _____ (Micro / Small) (Copy enclosed)

Further verified from Books of Accounts that the investment of the company as on date _____
_____ as 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 scales Industries vide its notification No. S.O.1722 (E) dated October 5 – 2006.

Rupees: _____ Lacs.

2. For Service Enterprise: Investment in plant and machinery (i.e., Original cost excluding land and building and furniture fittings and other items not directly related to the services rendered or as may be notified under the MSMED Act 2006.

Rupees: _____ Lacs.

The above investment of Rs. _____ Lacs is within the permissible limit of Rs. _____ Lacs for _____ Micro / Small (Strike off whichever is not applicable) category under MSMED Act 2006.

Date:

(Signature)

Name:-

Member Ship Number

Seal of the Chartered Accountant