

Instruction to bidders and Terms & Conditions for Enquiry No. E-1393046R

Sealed tenders are invited in **Two-Part Bid system** for purchase of the equipments / items as per enquiry. The supplies against this tender enquiry shall be subject to our general Terms and conditions of enquiry and PO. In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. Should there be any difference between the general Terms and conditions of enquiry & PO and the conditions included in these annexures, the latter shall prevail.

1. **General:-** Complete items including spares, if any, shall be supplied directly to BHEL's site at consignee's address mentioned in the price format in accordance with the technical requirements as agreed at the time of actual order.

The quoted rates shall be inclusive of **all tooling cost, packing & forwarding charges** on ex-works basis and shall be strictly in accordance with the requirement of price format annex. III and no extra charges shall be payable on whatsoever account.

2. **Quotation/Bid submission** :- Offer shall be submitted by the bidders in two parts;-

- Part – I Technical cum Commercial bid, i.e Techno-Commercial Bid
- Part - II Price bid

Both Part –I & Part –II of the offer shall be kept in two separate sealed envelopes duly super scribed as Part-I (Technical cum Commercial bid) and Part-II (Price bid). The enquiry number and due date shall also be super-scribed on both the envelopes. Thereafter, both these two envelopes shall be kept in 3rd envelope and this 3rd envelope shall be super-scribed with enquiry No. and due date and shall be addressed to “ **MM-coordination (Tender Room), Ground floor, Administrative Building, M/s Bharat Heavy Electricals Limited, Piplani (PO), Bhopal-462022 (MP)**”

Part-I of the bid shall contain complete details of the product offered, all techno-commercial terms & conditions and acceptance to the following:-

- a) Technical Terms & Conditions included in the enclosed Purchase Specifications/Drg.
- b) This instruction to bidders containing Commercial Terms & Conditions - **Annexures - I & II.**
- c) Un-priced bid of your price bid indicating items as Quoted/Not Quoted as per **Annexure – III.**
- d) General 'Terms and conditions of indigenous enquiry' and 'BHEL PO Terms and Conditions' - applicable for indigenous bidders only. OR
General 'Terms and Conditions of Foreign Enquiry' and 'BHEL PO Terms & Conditions (Overseas)' - applicable for foreign bidders only

In case it becomes necessary to deviate in any of the above, the deviations must be clearly brought out in bid Part-I of the offer.

3. **Bid opening:-** The offers received upto 11.00 AM (IST) on due date in the tender room shall only be accepted. The 'Techno-commercial' part of the bid i.e. Bid Part – I of the offers shall be opened on the due date of tender opening. Clarifications wherever required on this part shall be obtained from the bidders for their evaluation. The Price bid Part-II of such vendors alone shall be opened whose techno-commercial bids are found acceptable. The date of 'Price bid -Part II' opening shall be intimated later on.
4. **Guidelines for Reverse Auction:** Wherever it is felt that procurement may be done through Reverse Auction, the bids shall be invited in two parts/ three parts or single part bid (Price Bid) where Techno-Commercial MoU already exists. Wherever, the evaluation is done for individual line item, separate envelope sealed price bid for each line item shall be taken.

Decision to go for RA would be taken after evaluation of techno-commercial bids. The NIT would contain following **clause**:

“BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

: 2 :

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

*The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price and envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.***

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

5. **Tender evaluation:-** All the items of this tender enquiry shall be purchased from a single source based on the over all economy and bids shall be evaluated on total delivered cost to BHEL site taking into account all duties/taxes, freight etc as could be applicable. Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry. Tender evaluation shall be carried out on the basis of technical specifications and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before price bid opening. Techno-commercial bid should normally not to be rejected (in the case of two-part bid system) without giving the bidder an opportunity to withdraw the deviations/furnish the clarifications/documents by appropriate cut-off date.
6. **Technical Parameters:-** All items including spares, if any, shall conform to the specifications, drawings etc. mentioned against each item in the enquiry sheet. Bidders shall submit their design/ drawings/technical data, QA plan etc. along with techno-commercial bid part-I for our review / approval.
7. **Vendors Approved by BHEL's Customers:-** Bidders to note that acceptance of their offer is subject to approval by BHEL's customer, wherever required. If asked, bidders to provide credentials for approval from our customer.
8. **Pricing Terms:-** Firm. No price variation shall be allowed and hence bidders are requested to quote firm price only.
9. **Delivery Period:-** Bidders shall commit suitable delivery on ex-works basis. Bidders may note that delivery beyond committed schedule will attract penalty for delayed performance.
10. **Terms of delivery:-** Ex-works basis. Freight charges quoted by the bidder shall be paid extra.
11. **Freight Charges:-** Transportation from place of dispatch upto BHEL project site shall be in bidder's scope only. Hence, bidders are required to quote freight charges upto BHEL project site.
12. **Transit Insurance:-** By BHEL. However bidders shall have to comply with our general terms and conditions in this regard. Also bidder shall have to render all necessary assistance needed by BHEL to recover the damages from the insurers, in the event of claim arising under the policy.

13. **Payments Terms:-** (i) **For supply:-** 80% payment of supply portion shall be made directly on pro-rata basis as per approved BBU within 90 days from the date of dispatch (ii) **Balance 20% payment of supply:-** within 90 days of successful completion of installation against a performance bank guarantee of the 10% of supply amount valid till the end of the guarantee period. (iii) **Payment of Installation:-** Out of 100% payment towards Installation, 80 % will be paid within 90 days on pro-rata basis as per approved BBU for erections/installations and 20% will be paid after furnishing installation certificate within 90 days of completion of the work.

For documents routed through bank, the material/equipments will be delivered on door delivery basis on consigner / driver's copy of LR/GR. Suppliers covered under MSE may get early payment as per MSE act.

Offer with other than the above payment terms (if deviation quoted by bidder is not withdrawn) may be rejected. If accepted, then the prices shall be loaded at the rate of SBI Base Rate +6% for price comparison purposes.

14. **Taxes & Duties:-** All taxes & duties as applicable within India will be reimbursed by BHEL and same will be considered for price comparison purposes. Bidders to indicate type of taxes/duties and their rates applicable as on the date of bid submission.
15. In case GST credit is delayed/ denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
16. In case vendor delays declaring any invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
17. **Validity of Offer:-** Offer should be valid for a period of 90 days from the date of technical bid opening date for finalization of the contract.
18. **Levy of Penalty for delayed performance(Supply Portion) :-** Bidders may kindly note that penalty @ 0.5% per week or part thereof subject to maximum of 10% of the order value shall be applicable for delay in supply beyond contractual delivery period. Bidders are requested to give specific acceptance for penalty clause. LR/GR/BL date will be taken as proof of delivery for calculating delayed performance.

Levy of Penalty for delayed performance(For Service Portion):- Penalty @0.5% per week or part thereof subject to maximum of 10% of Installation charges shall be applicable for delay in Installation beyond contractual time period. Bidders are requested to give specific acceptance for penalty clause. Lead time quoted for deputing Installation team from the date of intimation by BHEL shall be taken for calculating delayed performance for the service portion.

19. **Annexure 'II'** duly filled and signed must be submitted along with bid part – I.
20. 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 <http://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.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL web site, vendor portals of Units/Regions intranet.

21. **Vendors to fulfil Pre-qualifying criteria before price bid opening.**

(Ashutosh Kumar)
Dy. Manager (MM-Hydro)

**Bidder's Compliance/Acceptance to the Techno-commercial terms and conditions
for Enquiry No. E-1393046R**

We are furnishing our Compliance/Acceptance /Deviations/ Comments, if any, to the Techno-commercial terms and conditions and sending along with Techno-commercial bid, Part-I bid for kind consideration:-

SI No	BHEL's Parameter	Vendor's Compliance/Acceptance /Deviations/ Comments
1.	Name of the supplier with complete address & Tel.No. with STD code	
2.	E-mail addresses	
3.	Names of the contact persons for clarifications	
4.	Address of the works at which inspection / delivery is offered.	
Part – A (Techno-Commercial Bid)		
A-I	Technical	
1.	Participation in the tender is for all the tendered items for full tendered quantity.	Yes/No
2.	Full technical details/ documents as asked in Tender specs. For items quoted is submitted.	Yes/No
3.	Copies of Drgs., Leaflet & QAP etc, as asked in tender are enclosed.	Yes/No
4.	Technical Data sheet duly filled as asked in the technical/ purchase specs. Is submitted.	Yes/No
5.	List of spares, as applicable & whether quoted or Not is furnished	Yes/No
6.	<i>Confirm acceptance to Guarantee clause as 18 months from the date of dispatch or 12 months from the date of commissioning, whichever is earlier. The defective material/ component shall be replaced free of cost at our project site during above guarantee period at your own cost.</i>	Yes/No
7.	Complete acceptance to Technical Terms & conditions included in the tender enquiry.	Yes/No
8.	Confirmation-To reply techno-commercial clarifications asked by BHEL during scrutiny of offer within 5 days.	Yes/No
A-II	Commercial Terms	
1.	Copy of Unpriced bid clearly indicating item wise 'Quoted/Not Quoted' status for all items, freight etc is submitted along with Techno-commercial bid part-I.	Yes/No
2.	Acceptance for 'No Techno-commercial conditions imposed in sealed Price bid causing financial repercussion & if imposed shall be ignored".	Yes/No
3.	Prices offered are on 'FIRM' basis	Yes/No
4.	Quoted Prices are on 'Ex-works' basis only	Yes/No
5.	Acceptance for Validity of offer for 90 days from the date of Bid part – I opening.	
6.	In case GST credit is delayed/ denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL → <i>Confirm</i>	Yes/No
7.	In case vendor delays declaring any invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL → <i>Confirm</i>	Yes/No

Signature of the Authorized Signatory with Company Seal (mandatory)

8.	Delivery schedule :	For Supplies
8.1	In No. of weeks from the date of PO	Weeks
8.2	In No. of weeks from the date of approval of documents by BHEL	Weeks
9.	Time taken for submission of all technical documents for approval as per specification. [In No. of days from date of PO]	Days
9.1	Time taken for deputing site engineer from the date of intimation from site/BHEL for installation of items at site	Days/Weeks
10.	Payments Terms:- (i) For supply:- 80% payment of supply portion shall be made directly on pro-rata basis as per approved BBU within 90 days from the date of dispatch (ii) Balance 20% payment of supply:- within 90 days of successful completion of installation against a performance bank guarantee of the 10% of supply amount valid till the end of the guarantee period.(iii) Payment of Installation:- Out of 100% payment towards Installation, 80 % will be paid within 90 days on pro-rata basis as per approved BBU for erections/installations and 20% will be paid after furnishing installation certificate within 90 days of completion of the work. Suppliers covered under MSE may get early payment as per MSE act.	
10.1	PBG of 10% of supply value valid till the end of the guarantee period shall be furnished before releasing 20% of supply retention payment.	Yes/No
OR		
11.	Wherever documents routed through bank, delivery of material on door delivery basis on consignor's / driver's copy of LR (ref cl. 13 of Annex.-I).	Yes/No
11.1	Bank charges: [Confirm- All bank charges to be borne by supplier wherever <u>opting for</u> Payment through bank]	Yes/No
12.	Are you registered under MSE act	Yes/No
13.	If you registered under MSE act, pls. enclose UAM or CA certificate.	
14.	Levy of Penalty for delayed performance(Supply Portion) :- Bidders may kindly note that penalty @ 0.5% per week or part thereof subject to maximum of 10% of the order value shall be applicable for delay in supply beyond contractual delivery period. Bidders are requested to give specific acceptance for penalty clause. LR/GR/BL date will be taken as proof of delivery for calculating delayed performance. Levy of Penalty for delayed performance(For Service Portion):- Penalty @0.5% per week or part thereof subject to maximum of 10% of Installation charges shall be applicable for delay in Installation beyond contractual time period. Bidders are requested to give specific acceptance for penalty clause. Lead time quoted for deputing Installation team from the date of intimation by BHEL shall be taken for calculating delayed performance for the service portion. [Confirm- This is mandatory else offer will be loaded by 10 % to decide lowest vendor]	Yes/No
15.	For this procurement, public procurement (preference to make in India), order 2017 dt 15.06.2017 & 28.05.2018 and subsequent order issued by the restrictive 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	Only Yes
16.	Minimum Local content shall be 50%. Please furnish details of location where this value addition has been done (.....)	Yes/No
17.	Margin of purchase preference to make in India shall be 20%	Only Yes

Signature of the Authorized Signatory with Company Seal (mandatory)

18.	False declaration will be in breach of the code of integrity under Rule 175 (i)(h) of the General Finance Rule for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Finance Rules along with such other actions as may be permissible under Law			Only Yes	
19.	Implementation of TDS Provision of GST Law w.e.f 01st Oct 2018: Central Board for Indirect Taxation and Customs, vide notification no. 50 Central Tax dated 13th Sep 2018 has notified implementation of Sec 51 of CGST ACT with effect from 01st Oct 2018. Therefore:- (i) TDS shall be liable to be deducted @2% IGST in case of Inter-state supplies, 1% CGST+1% SGST in case of Intra State supplies where contract value is more than Rs 2.5 lakhs. (ii) TDS return shall be filed and TDS certificates shall be issued by BHEL as per applicable provisions (iii) As per Sec 51 of CGST Act read with notification 50 of Central Tax dated 13th Sep 2018, TDS so deducted shall be reflected on the GST Portal of the Vendor/Contractor			Only Yes	
20.	Note: Transportation charges from place of dispatch to BHEL Project Site shall be in bidder's scope & bidder to quote the charges separately in price bid → <i>Confirm</i>			Yes/No	
21.	Information for dispatching goods:				
21.1	Place of dispatch				
21.2	Distance from your place of Dispatch to BHEL project site: (by Road)			 km approx.	
21.3	Quantum of load (PI furnish approx. but genuine data)				
	Enq. Item No. put together	Total Gross weight of consignment (kg)	Volume of consignment (cubic feet/meter)	Type of Vehicle (e.g. Truck/Taurus/Trailer)	No. of vehicle
	1				
21.4	<i>Confirmation</i> for Dispatching goods in good quality packing to avoid any damages along with box wise numbering and Packing slips inside each box and acceptance to send one set of packing slips along with all other dispatch documents/details to "MM-Hydro" immediately after dispatch of the goods.			Yes/No	
22.	Any type of commercial terms & conditions separately attached alongwith the offer shall not be considered. All the commercial terms & conditions shall be as per bidding form only.			Yes/No	
B	Part-B (Price bid)				
1.	Confirm that prices are offered in line with the Price format – Annexure III (Please submit un priced offer identical to the Sealed Price bid part-II except the rates.)			Yes/No	
2	BHEL keep option either to resort 'sealed price bid opening' or 'online internet based reverse auction bidding. Confirm participation in reverse auction (ref cl. 3 of Annex.- I).			Yes/No	
C	Part-C (Additional information / Supplier registration (wherever applicable)				
1.	Supplier not registered with BHEL Bhopal: [Confirm – You will fulfill vendor registration criteria. Pls. download the blank form from " www.bhel.com " and submit the registration form duly filled either along with offer or directly to us.]				
2.	Supplier not approved by BHEL Customer: [Confirm -You will fulfill BHEL customer approval criteria prior to Price bid opening else your offer will not be considered]			Yes/No	

Signature of the Authorized Signatory with Company Seal (mandatory)

PRICE BID FORMAT TO ENQUIRY No. E-1393046R

SI.No.	DESCRIPTION	TO BE FILLED IN BY THE BIDDER						
A	Name of the Original supplier with Web site address, if available							
B.	Address of the works at which inspection / delivery is offered.							
C.	Rate schedule (in Rupees)							
Enq. Item No.	Short description Material	HSN Code	Unit	Enq. Qty.	Unit rate including P&F charges	Sub total	IGST/CGST+SGST/UTGST	Sub Total
1	2	3	4	5	6	7(=5x6)	8	9=(7+8)
1	RAISED ACCESS FALSE FLOOR WITH WOODEN TILES OF 600MM X 600 MM AS PER PURCHASE SPECIFICATION NO. HPE/TPV/ PS/ 08.		ST	1				
2	INSTALLATION CHARGES INCLUDING LAYING AND FIXING OF FALSE FLOOR AS PER PURCHASE SPECIFICATION NO. HPE/TPV/ PS/ 08.		LO	1				
D.	Freight charges from place of dispatch upto BHEL project site							
E.	GST on freight charges							
F.	Any other charges that are not covered in above price schedule (Please specify.....)							
G.	Total FOR cost to BHEL project site							

Note:- *Transportation of the goods from our place of dispatch upto BHEL project site shall be in our scope and the above freight charges quoted enroute upto project consignee address on door-delivery CC attached basis. The above freight charges are taken for dispatches upto BHEL project site consignee address as under:-

BHEL A/c NTPC
Addl. General Manager (NTPC)
Tapovan Vishnugad Site
Dist. Chamoli, Uttarakhand
GSTIN:- 05AAACN0255D2Z3

Date :

Signature of Proprietor/company
authorized representative
with company official seal