



Bharat Heavy Electricals Limited

Ceramic Business Unit - Electroporcelains Division

Prof.CNR Rao Circle, Indian Institute of Science Post, Malleswaram
BANGALORE - 560 012 INDIA

Website: www.bhelceramics.com



Office: 91(080) 23346352
91(080) 22182286
Fax: 91(080) 23340535

MATERIALS MANAGEMENT

NOTICE INVITING TENDER (NIT)

Date: 01.04.2017

Tender Ref: ARC/Composite /FRP Rods/ 2017-18

Dear Sir,

Sub: Annual rate contract 2017-18 for supply of FRP Rods from POWERGRID approved vendors to BHEL-EPD, Bangalore.

BHEL desires to enter into Annual Rate Contract for procurement of Different Diameters of FRP rods for a period of one year. The approximate requirements of FRP Rods are as detailed below:

Sl No	Description	Drawing No	Quantity Required in meters
1	20 mm Diameter	4 987 20 00011 Rev 00	20,000
2	24 mm Diameter	4 987 24 00011 Rev 00	1,00,000

Quantities mentioned above are only indicative & projected figures are based on anticipated orders on BHEL. The quantities mentioned are not guaranteed order quantity or the limit for procurement during the contract period. The actual procurement/ orders during the contract period shall vary by $\pm 30.0\%$ based on requirement w.r.t. orders with BHEL.

The offer should be submitted/ dropped in the BHEL-EPD tender box (**Named BHEL-EPD**) located at the Reception office of the BHEL-EPD, Bangalore factory premise in a sealed cover super scribing tender number & due date and tender shall be addressed to

Sr DGM/ MM

Bharat Heavy Electricals Ltd

Electro Porcelains Division

PB No: 1245, CNR Rao Circle, Indian Institute of Science Post

Bangalore – 560 012

So as to reach here within 2:00PM on the due date and the tenders will be opened at 2:30PM on the same date in the presence of those vendors or their authorised representatives who wish to be present.

Event	Schedule
Last date & Time for receipt of tender	22.04.2017 (Saturday) 14.00 hrs IST
Tender opening date & Time (Technical bid)	22.04.2017 (Saturday) 14.30 hrs IST

The offer shall be submitted in two parts-



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- i. Part-A : TECHNO-COMMERCIAL and
- ii. Part-B : PRICE.

Vendor should submit their offer in two parts as indicated above. The offer containing both the parts shall be submitted in a sealed cover and the cover should have the tender name and due date written on it. Each part shall be put in a separate sealed cover and the cover should have the corresponding part name, subject of tender and due date written on it. If both parts are found in opened condition in a single sealed cover, the same offer will be liable for rejection. **Only the techno-commercial part will be opened on the due date.**

The Part-A, The filled up Pre qualification Techno-Commercial bid format be submitted along with the offer.

The Part-B, Price bid. (Basic price and taxes and duties extra as applicable should be written clearly)

Vendors will be given due opportunity to comply with BHEL requirements in a time frame in case there is any non-compliance in the original quote. SUBSEQUENT CLARIFICATION WILL NOT BE ENTERTAINED AFTER PRICE BID OPEN.

Order quantity may vary $\pm$ by 30.0 % at the time of ordering

If you are sending the offer through e mail , the offer to be sent only to e mail id as mentioned below;

PART A: TECHNO COMMERCIAL BID	PART B: PRICE BID
E Mail to , technicalbid@bhelepd.com	E Mail to, pricebid@bhelepd.com

Subject of the e mail should be "Tender reference No & Due date"

Vendors participating in the tender are request to have DIGITAL SIGNATURE CLASS III which is pre requisite for e procurement.

Kindly note that if you are registered under MSMED Act 2006, confirm the same in your quotation and submit the latest valid certificate for Micro, Small & Medium Enterprises (MSME) and for the SC/ST ownership, If any for availing benefits as per the act.

In case L1 vendor is not a Micro & Small Enterprise, 15% purchase preference will be given to the other participating M & SE vendor for ordering up to 20% of the tender quantity, provided the MSE accepts the counter offer of L-I Price .In case of more than one such M & SE's, the share of 20% will be distributed among them proportionately

4% of our total procurement is earmarked for procurement from Micro and Small Enterprises owned by SC/ST. In the event there is no participation from such M &SE, the same shall be met through other M& SE's.



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Vendors will be given due opportunity to comply with BHEL requirements in a time frame in case there is any non-compliance in the original quote.

In case of vendors who are under HOLD/SUSPENSION either by POWERGRID or by BHEL MISCC, their offer will be considered provided the hold/suspension is lifted by POWERGRID/BHEL MISCC before opening of techno commercial bid . ***VENDORS SHOULD HAVE POWERGRID APPROVAL TILL THE EXECUTION OF THE CONTRACT.ORDERS WILL BE SHORT CLOSED IMMEDIATELY ON VENDORS WHO COMES UNDER HOLD/SUSPENSION BY POWERGRID DURING THE CONTRACT PERIOD. THE ONUS OF GETTING POWERGRID APPROVAL/LIFTING OF HOLD & SUSPENSION IS THE SOLE RESPONSIBILITY OF THE VENDORS.***

The tenders meeting our techno-commercial requirements will be considered for price bid opening at a later date for which eligible vendors will be intimated in due course. **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.**

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 & 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)."

Reverse Auction will be conducted by BHEL only if there is minimum four (04) techno commercially qualified offers are available.



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H1 bidders (Whose quote is highest in the initial ON LINE SEALED BID) will not be allowed to participate in the reverse auction, however they will be considered for load sharing if applicable at later stage.

BHEL will proceed with opening the sealed price bids in case the techno commercially qualified offers are less than four (04). Vendors should submit the price bid accordingly.

With Regards

Vijayan.B

(Admin Officer-MM)

R Ambarish

(Sr Engineer-MM)

Enclosures:

1. Notice Inviting Tender (NIT) Dated 01.04.2017
2. General Tender terms & cconditions
3. Annexure-I: Pre qualification Techno-Commercial bid format.
4. Purchasing specification (EL/DIVF/FRP/03 Rev 02 dtd 10.12.2013)
5. Drawings for 20mm FRP Rod 4 987 20 00011 Rev 00
6. Drawings for 24mm FRP Rod 4 987 24 00011 Rev 00
7. Annexure II : Third Party Non Disclosure Agreement Format.



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TERMS & CONDITIONS FOR ANNUAL RATE CONTRACT OF BALL FITTINGS FOR COMPOSITE LONG ROD INSULATORS.

The following are the terms and conditions for the supply of FRP Rod to attached BHEL Drawings and Purchase Specification EL/DIVF/FRP/03 Rev 02 dtd 10.12.2013 in **FULLY FINISHED CONDITION** to BHEL-EPD Bengaluru.

- Scope of supply:** FRP Rods are to be supplied in fully finished condition in conformation to the requirements of our latest revised drawing & purchase specification EL/DIVF/FRP/03 Rev 02 dated 10.12.2013. **FRP RODS SHALL BE WITH GLASS TRANSITION TEMPARATURE (TG) EQUAL TO OR ABOVE 140 DEGREES C. VENNDOR TO PROVIDE REPORT OF TG CARRIED OUT ON SAMPLE FROM OFFERED LOT.**
- Quantity variation wrt to tender quantity:** Quantities mentioned in the tender are only indicative & projected figures are based on anticipated orders on BHEL. The quantities mentioned are not guaranteed order quantity or the limit for procurement during the contract period. The actual procurement/ orders during the contract period shall vary based on requirement w.r.t. orders with BHEL. The actual procurement during contract period shall vary **by $\pm 30.0\%$** at the time of ordering.
- Price & Validity of the offer:** The rates quoted shall be on **per meter basis**. Rates to be written in both figures & words. Any discrepancy in writing, only the price written in the word will be considered. The rate quoted shall be on firm price basis **No Price Variation Clause Applicable. No change in price shall be entertained till the completion of the total order quantity.** Exchange rate also will be converted to INR and fixed. The rates finalized for the annual rate contract shall be valid for ONE YEAR with effect from release of ARC for supply. The rate contract shall have provision for further extension on same terms & condition for mutually agreed period with the mutual consent of both the parties. **The validity of the offer should be minimum 90 days.**
- Inspection, Acceptance Test Samples & Rejections,:** The routine inspection & acceptance testing of supplied material shall be done at BHEL EPD in line with BHEL Drawings and purchase specification EL/DIVF/FRP/03 Rev 02 dated 10.12.2013 in fully finished condition. However BHEL reserves the right to make pre-dispatch inspection of materials at vendor's place. All testing samples required as per the sampling plan mentioned in the purchase specification shall be taken from the supplied lot & cost deducted accordingly and payment will be made only for the net accepted quantity. The tested samples shall not be returned to vendor. Materials not meeting the requirement of drawing & purchase specification will be summarily rejected. The rejected lots should be lifted by vendor on his own cost within 15 days notice, failing which BHEL shall despatch the rejected material to vendor on freight paid basis through BHEL approved transporter & at the BHEL contract rate and same shall be recovered from their pending bills. However minor rejections should be lifted once in a year failing which BHEL will have no liability for such material.
- Delivery terms:** F.O.R Destination- BHEL EPD Stores, Bengaluru .



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6. **Rates, Duties, and Taxes:** : In the price bid, basic price and present applicable taxes should be clearly mentioned. During reverse auction, the rates quoted shall be on COST TO BHEL basis as detailed in guidelines for cost to BHEL calculation sheet (Annexure-A) without unloading charges. The rates shall be exclusive of unloading charges but inclusive of freight & Insurance. Duties and taxes applicable on date shall be explicitly mentioned. The taxes & duties will be paid extra as applicable on the date of supply.
7. **Payment Terms:** 45 days credit from the receipt of material at BHEL stores along with relevant documents (Invoices, Test certificates & reports) and test bars. Payment will be made only through NEFT.
8. **Capacity:** The projected requirement for BHEL has been given in the tender. Vendors should indicate/confirm their monthly capacity to supply to BHEL. Vendor's capacity to supply per month implies vendor's ability to supply such quantities of items meeting the quality requirements and delivery schedules. Vendors shall intimate only such capacity that can be allocated to BHEL and not their total capacity.

To enable smooth supply of Socket fittings for our monthly requirement, vendors are expected to have following minimum monthly capacity for supply to BHEL irrespective of the % of order placed on them. The tender not meeting the minimum monthly capacity as below is liable for rejection.

Description of FRP Rods	Drg No	Minimum monthly capacity Requirement.	
		Meters	
20mm FRP Rods	4 987 20 00011 Rev 00	5,000	
24mm FRP Rods	4 987 24 00011 Rev 00	10,000	

9. **Lead/ Delivery time:** This requirement is in addition to the existing orders of FRP Rods FOR BOTH EPD, BENGALURU & IP JAGDISHPUR) AVAILABLE WITH THE VENDOR . Maximum lead-time of 45 days will be given for ordered quantities which shall be limited to vendor's indicated monthly capacity i.e. Vendor will be given total of 45 days from the PO date to execute the order quantities of vendor's indicated monthly capacity. However, if the quantity in a single PO exceeds the indicated monthly capacity, 30 days' time shall be given for the delivery of each subsequent quantity of monthly capacity.



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10. **LD Clause:** In case of delayed delivery beyond the date specified in the PO, penalty @ 0.5% of the order value per week up to a maximum of 10.0% will be levied on the defaulting quantity for the delayed period. Date of receipt of material at BHEL stores will be considered as delivery date.
11. **Risk Purchase Clause:** BHEL at its option will be entitled to terminate the contract and purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier fails to deliver within the stipulated time. **The supplier shall be liable for any loss, which BHEL may sustain by such risk purchases. The loss will be recovered from the vendor's outstanding bills with the concerned unit or any sister unit.**
12. **Distribution of Load Share:** The load will be distributed among two most competitive vendors in the ratio of 60:40 provided there is minimum three techno commercially qualified vendors, If the techno commercial vendors are less than three full NIT quantities will be placed on L-1 bidder. **Order quantity may vary by $\pm 30.0\%$ at the time of ordering.** The load sharing is, however subject to acceptance of counter offer that is calculated with reference to the negotiated L1 price. The eligible vendors will be asked to match negotiated/ finalized L1 price. In case of more than one vendor having same ranking, the load share corresponding to the ranking and the next ones will be clubbed together and will be equally distributed among such vendors. In case, any eligible vendor does not accept the counter offer, opportunity will be given to the next ranking vendor to eligible vendors for in the ratio as indicated below. If Reverse Auction is conducted, H1 bidders (Whose quote is highest in the initial ON LINE SEALED BID) will not be allowed to participate in the reverse auction, however they will be considered for load sharing if applicable at later stage. **In case no other vendor accepts the counter offer of L-1 price the total 100% of the NIT quantity will be given to L-1 bidder..**
13. **Performance during contract execution:** The orders will be placed during the contract period on vendors for eligible share from time to time for actual requirement. The loading of order share on the vendors will also be subjected to their performance ratings (Quality rating, Delivery rating & Service rating) for the supplies made during the contract period. The vendors with higher declared capacity with consistence good performance will be preferred over poor performing vendors and encouraged with more order share. The contract will be suspended/ put on hold on following ground.
 - Supplier does not honour his own offer or any of its conditions within the validity period.
 - Rejection of three consecutive supplies due to reasons attributed to suppliers (Once a lot is rejected, is reworked/segregated and accepted, it still constitute rejection)
 - After placement of order, supplier fails to execute a contract.
 - Supplier fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence.
 - Supplier performance rating falls below 60%.
 - Supplier works are under strike/ lockout for a long period.



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14. The lowest price received through sealed bid/ Reverse Auction need not be commercially acceptable lowest price and BHEL reserves the right to NEGOTIATE the same. The price negotiations if considered necessary will be done with L1 bidder only. BHEL reserves the right/option to REFLOAT the tender if L1 price is not the lowest acceptable price to BHEL.
15. **Price Comparison:** Price comparison of the offer shall be considered on LANDED COST BASIS (COST TO BHEL). Landed cost shall be worked out on price quoted including freight, excise duty, sales tax after taking out CENVAT and VAT Benefit, as applicable. The comparative statement shall be worked out on landed cost basis . The calculation of LANDED COST is as given in the Annexure A. The ranking of the vendors prepared based on the Reverse Auction/Price bid opening date shall remain firm throughout the execution period. Any change in duty & tax structure during execution of the contract will not be considered for re-ranking of vendors. **Interest @ Prime lending rate of SBI + 6% per annum** will be loaded for the differential credit period (Specified credit period offered by supplier) and the differential amount (amount of payment specified-amount of payment asked for in the offer stage-wise). In case, the delivery basis stipulated by the Tender is different from that sought for, loading for the corresponding elements viz: freight, insurance etc. shall be made as per prevailing BHEL contract rates existing as on the date of tender opening. For the purposes of evaluation of the price, the exchange rates prevailing as on **ORIGINAL TENDER OPENING DATE** (Technical Bid) will be considered. In case the tender opening date stands extended, the exchange rates that shall be taken will be ACTUAL TENDER opening date. "For evaluation exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-A Techno commercial bid) shall be considered.
16. Each of our purchase order specifies the drawing number and revision number clearly. SGI socket fittings to the drawing of the latest revision number only will be accepted. BHEL will have the option to defer the supplies of any purchase order with a notice period of 20 calendar days.
17. Appropriate care has to be taken while shipping SGI socket fittings to avoid transit damages / losses. In the event of any damages/losses, the supplier is liable to replace the goods. Care has also to be taken to avoid mixing of different ratings of cap during shipment.
18. Acknowledgement of BHEL Stores shall be only legal document towards receipt of material.
19. The vendor will have to follow all the legal and statutory requirements and BHEL norms. BHEL will not be responsible in any way if the vendor is fined or penalized due to non-fulfillment of these requirements by any government agency like Sales Tax, Excise etc
20. **Arbitration:** Settlement of dispute, if any arises, at anytime between the BHEL and the vendor upon or in relation to or in connection with the vendor, the same shall be referred to the sole arbitration of the Head of the concerned BHEL unit or to person appointed by him. The award of the arbitrator shall be final and binding on both BHEL and the vendor
21. **Legal Jurisdiction:** In case of any legal proceedings, area of jurisdiction will be Bengluru.
22. The tender not meeting the above conditions may not be entertained.



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ANNEXURE A Guidelines for calculation of Landed Cost/ cost to BHEL

SL NO	Description	Example	Results (Rs) CST @ 2%	Results (Rs) Kvat @ 14.5%	Results (Rs) Kvat @ 5.5%
A	Basic price including Freight & Insurance	100.00	97.80	96.98	98.83
B	Excise Duty & Cess on basic	12.50%	12.09	12.12	12.35
C	Subtotal of above	(A+B)	109.89	109.10	111.18
D	CST on Sl No C	2.00%	2.20	15.82	6.12
E	Sub total	(C+D)	112.09	124.92	117.30
F	MODVAT		12.09	12.12	12.35
G	VAT Credit @80.90%			12.80	4.95
	COST TO BHEL	(E-F -G)	100.00	100.00	100.00

NOTE: 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."

Vendors participating in the tender are request to have DIGITAL SIGNATURE CLASS III which is pre requisite for e procurement



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ANNEXURE II

THIRD PARTY NON-DISCLOSURE AGREEMENT

I,-----on behalf of the -----(Name of company),acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows: I or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

Technical information: methods drawings, processes, formulae, compositions, systems techniques, inventions, computer programs/data/configuration and research projects.

Business information: Customer lists, projects, schedules, pricing data estimates, financial or marketing data.

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing. This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given in the nature of the business carried on by the BHEL.I agree that this agreement shall be governed by and construed in accordance with the laws of the country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at-----this ----day of ---20-----



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GENERAL CONDITIONS OF CONTRACT (GCC)

DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

1. The Purchaser shall mean M/s Bharat Heavy Electricals Limited (A Public Sector Undertaking) incorporated under the Companies Act 1956 acting through its Electroporcelains Division, Bangalore - 560 012, which expression shall include its successors and assigns. It may also be referred to as BHEL.
2. The Owner shall mean the Customer or Client for whose project, the enquiry has been issued by the purchaser and shall include his successors and assigns as well as authorized officer(s)/representative(s), which may also be referred to as Customer or Owner/ Customer.
3. The Consultant shall mean the agency appointed by the Owner or Purchaser to provide consultancy services for the project and shall include his successors and assigns as well as authorized officer(s)/representative(s).
4. The Tenderer shall mean the Firm/Company/Organization, which quotes against the Tender Enquiry issued by the purchaser. It may also be referred to as bidder or vendor.
5. Acceptance of offer shall mean issue of letter of intent/award or memorandum or detailed order/Contract communicating the acceptance of offer, to the successful tenderer.
6. The Order/Contract shall mean and include the general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, covering letters, schedule of prices and quantities, letter of intent/award of the Purchaser, Integrity Pact (IP) (as and when applicable) and any special conditions applicable to the particular Order/Contract and subsequent amendments mutually agreed upon. It may also be referred to as order or contract/order or purchase order or contract.
7. The Seller/Contractor shall mean the firm/company/organization with whom the Order/Contract is made and shall be deemed to include his successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred to as contractor, seller or supplier.
8. The Sub-contractor shall mean the person/firm/company/organization to whom any part of the work has been sub-contracted by the Seller/Contractor.
9. The Engineer shall mean officer of the purchaser as may be duly appointed and authorized in writing by the purchaser to act as the engineer on his behalf for the purpose of the order/Contract.
10. The Specification shall mean the specifications contained in the Tender Documents and any subsequent modifications thereof and the drawings, schedules etc. attached thereto, if any.
11. The Site shall mean and include the land and place on, into or through which the power station and the related facilities are to be constructed and any adjacent land, path, street or reservoir which may be allocated or used by the owner or Seller/Contractor in the performance of the Order/Contract.
12. Tests on completion shall mean such tests as are prescribed by the specifications and/or tests mutually agreed upon by the purchaser and the



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Seller/Contractor, to be performed by the Seller/Contractor after erection of the equipment to establish satisfactory operation as required by the specifications.

13. Commissioning shall mean successful completion of trial operations and readiness of the contracted/ordered plant and materials for commercial use. This will include all consumables and inputs required for pre-commissioning.

14. Initial operation or Trial operation or Reliability run shall mean continuous integrated operation of the contracted/ordered plant and materials under varying loads to furnish proof of satisfactory operation, for a specified period.

15. Temporary work shall mean all temporary works of every kind required in or for the execution, completion or maintenance of the works.

16. Approved means approved in writing including subsequent written confirmation of previous verbal approval and approval means approval in writing including as aforesaid.

17. Inspection Agency (IA) shall mean any person(s), who may be duly authorized by the purchaser /owner to inspect the stores included in the Order/Contract, at the contractor's/sub-contractor's works. List of zone-wise inspection agencies is given in Annexure - V. Vendors to raise inspection call on BHEL - CQS web site.

18. Month shall mean calendar month and week shall mean 7 days.

19. Consignee shall mean the official(s)/person(s) to whom the stores are required to be delivered in the manner indicated in the Order/Contract.

20. Plant/Equipment/Stores shall mean the goods, machinery, components, parts, spares, etc. required to be supplied by the Seller/Contractor as per Order/Contract.

21. Contract Engineer (CE) shall mean the official who has signed the Order/Contract on behalf of the Purchaser.

22. Site Engineer shall mean officer of the purchaser / owner as may be duly appointed and authorized in writing by the purchaser to act as the Site Engineer on his behalf for the purpose of receipt & verification of in-coming stores and issue of Material Receipt Certificate (MRC)/Stores Receipt Voucher (SRV).

23. Site Inspection Agency (Site IA) shall mean any person(s), who may be duly authorized by the purchaser / owner to inspect the stores/works included in the Order/Contract, at the Project Site.

24. GENERAL

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

25. ABBREVIATIONS

CIF	Cost Insurance Freight
CQ	Corporate Quality
CVD	Countervailing Duty
E&C	Erection and Commissioning
LC	Letter of Credit



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MDCC	Material Dispatch Clearance Certificate
MRC	Material Receipt Certificate
MSMED	Micro Small and Medium Enterprises Development
NIT	Notice Inviting Tender
QS	Quality Surveillance
SAD	Special Additional Duty
SCC	Special Conditions of Contract
SDPBG	Security Deposit cum Performance Bank Guarantee

INSTRUCTION TO BIDDERS TABLE OF CONTENTS

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1.0 GENERAL INSTRUCTIONS

1.1 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon in the deviation sheets by the tenderer in his offer. Non- compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

1.2 All commercial terms and conditions except price should be submitted as part of techno-commercial offer which may be opened first. The price part (Part-II) is to be submitted in a



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Ceramic Business Unit - Electroporcelains Division

Prof.CNR Rao Circle, Indian Institute of Science Post, Malleswaram
BANGALORE - 560 012 INDIA

Website: www.bhelceramics.com



Office: 91(080) 23346352
91(080) 22182286
Fax: 91(080) 23340535

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separate sealed cover along with techno-commercial offer (Part-I). Purchaser reserves the right to open both the parts at the same time.

1.3 A declaration as per Annexure III must be sent before opening of Price Bids / Online Sealed Bid.

2.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS

2.1 Tenders shall be submitted in two parts as described below on or before the due date by 2 p.m. PART - I: TECHNO-COMMERCIAL BID - Containing Technical offer, Annexure-I & II, III, V, VI, VII and THIRD PARTY Non-Disclosure Agreement and Commercial Terms & Conditions and Un priced Copy of Price Bid.

PART-II: PRICE BID - Containing Prices, to be submitted in Two sets strictly as per enclosed Price Schedule Format (One original + one copy of the original), for complete scope of the Tender Enquiry.

NOTE: Any changes in the specified price format, if made, other than those specified and accepted in the un-priced format, the offer is liable to be rejected.

2.1.1 PART-I (techno-commercial bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of tenderers who may like to attend. Incomplete offers are liable to be rejected. Purchaser reserves the right to open both the parts i.e. Part-I and Part-II together.

2.1.2 PART-II containing prices shall be submitted along with Part-I, but in a separate sealed cover. Any corrections/amendments shall be properly and fully authenticated. If not done so, the offer is liable to be rejected.

2.1.3 In case it becomes necessary for the tenderer to make any changes in his original price bid (Part-II) on account of technical/commercial confirmations/clarifications, against the changes raised by the purchaser, to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted. Revised price bid only if requested by the purchaser shall be submitted, in a separate sealed cover. Impact/discount/revised price bid shall be duly super scribed as:

DISCOUNT/IMPACT /REVISED PRICE BID (PART-II) (DELETE WHICHEVER IS NOT APPLICABLE) REVISION NO AGAINST TENDER ENQ. NO.
DATED

â

2.1.4 However if any bidder on his own offers price discount or reduce prices. The same would be acceptable. Other bidders in such a case would also be informed and can submit reduced prices, if so desired by them. No price increase is acceptable till the validity of offer.

2.2 After the tenders have been technically & commercially examined and the necessary clarifications etc. obtained, Part-II containing FINAL REVISED PRICE BID, if submitted, otherwise, the original Price Bid along with price impact and discount, if any, shall be opened, for which the date and time shall be intimated to the technically and commercially



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acceptable tenderers only, in case of public opening. NOTE: BHEL also reserves the right to open the earlier price bids, if any, submitted by the bidders, if required.

2.3 No correspondence shall be entertained from the tenderers after the opening of Part-II (Price bid) of the tender.

2.4 Not more than two representatives will be permitted to be present for the tender opening.

2.5 Purchaser may negotiate the tender, if the quoted rates/terms are found to be unreasonable or in the unacceptable range.

2.6 MARKING ON ENVELOPES

2.6.1 The following shall be super scribed on the envelopes which shall be addressed to:-

HOD/ MM Bharat Heavy Electricals Ltd
Electro Porcelains Division PB No: 1245,
Science Institute Post Bangalore -
560 012

PART-I: 1. TENDER REFERENCE NO. AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "TECHNO-COMMERCIAL BID"

PART -II: 1. TENDER REFERENCE NO AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "PRICE BID".

2.6.1a Impact/discount through e-mail or letter without proper superscription on the envelope is not acceptable.

2.6.2 Both Parts - I & II shall be submitted in separate sealed covers duly super scribed as indicated above and shall be enclosed further in a main cover duly sealed and super scribed as: "TENDER FOR _____ AGAINST TENDER REF. NO. _____ DUE ON _____ CONTAINING PART-I & PART-II BIDS".

2.6.3 Envelope not marked with tender reference number is liable to be ignored and may not be opened.

2.7 BID SUBMISSION

2.7.1 The tenders shall be addressed to the official inviting Tenders by name and designation and sent at the following address:

HOD/MM



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2.7.2 Tenders can either be delivered in person or sent at the above mentioned address by COURIER/REGISTERED POST, to the official inviting tender(s). It shall be the responsibility of the bidder to ensure that the tender is delivered in time as tenders received after the Due Date and Time of submission are liable to be rejected.

2.8 Unsolicited tenders shall not be entertained.

2.9 Order/Contract when finalized will be issued in the name of the successful bidder only and consideration for change of name during tender evaluation and after submission of the tender is subject to the discretion of BHEL /Owner.

3.0 PART-I (TECHNO-COMMERCIAL BID) - CONTENTS & CHECKLIST

3.1 The tender shall be submitted in specified number of copies in separate sections for main equipment, recommended spares, etc., as per scope defined.

3.2 Technical offer for main equipment shall contain:

- a) Technical specifications/write-ups. b) Scope of supply & bill of material. c) Schedule of mandatory spares (to be given separately) giving only description of each item and quantity, as per given format if any. d) Optional items as per BHEL price schedule format. e) Recommended list of spare parts for three years operation as applicable. f) Schedule of supervision for erection & commissioning services, if required. g) Listing of technical deviations h) Listing of exceptions & assumptions i) Services and materials to be provided by the purchaser. j) Names of main sub-vendors/contractors.
- k) Quality plans. i) Type test certificates m) General arrangement of the boards with number of breaker verticals n) All other details/documents as listed in tender documents.

3.3 Commercial offer shall contain: a) Pre condition techno commercial bid format b) POWERGRID approved validity certificate .c) MSME certificate if applicable d) Third party Non disclosure format..

3.0 PART II (PRICE BID) - CONTENTS AND CHECK LIST

4.1 The BEST offer with FIRM prices in the given PRICE SCHEDULE FORMAT shall be submitted in specified number of copies in separate sections.

4.2 Price Bid for the required ITEM will cover basic item price including packing with excise duty, sales tax, freight etc. as per format enclosed..

4.3 Authority of person signing the tender on behalf of the tenderer: A person signing the tender or any other document in respect of the Order/Contract on behalf of the tenderer, without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the tenderer. If it is discovered at any time that the person so signing had no authority to



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do so, the purchaser may, without prejudice to any other right or remedy, cancel the Order/Contract and make or authorize the purchase of the stores at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the Order/Contract including any loss which the purchaser may sustain on account of such purchase.

a) All bids of Indian origin shall be in Indian Rupees only. b) The authorized representative / agent can only represent one bidder for the given package.

5.0 CLARIFICATIONS REQUIRED BY BIDDERS

Technical and commercial clarifications required, if any, before submission of tender, should be given separately in duplicate addressed to the official inviting the tenders.

6.0 TECHNICAL SPECIFICATIONS

6.1 The tenderer is advised to study the technical specifications, schedules and data sheets carefully and submit all required information in his tender including scope of supply, bill of materials etc.

7.0 DEVIATIONS - LISTING

7.1 Tenders shall be submitted strictly in accordance with the requirements of tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately. Technical deviations and Commercial deviations shall be furnished in separate sheets under the headings "TECHNICAL DEVIATIONS" and "COMMERCIAL DEVIATIONS" respectively, along with reasons for taking such deviations. Deviation(s) mentioned elsewhere but not included in the Schedule of Deviations as above, shall not be accepted.

7.2 Deviations from the specifications will not ordinarily be allowed. In case the tenderer offers alternative/nearest equivalent equipment/specifications, the alternate offer shall be submitted by the tenderer in a separate sealed cover. The tenderer shall guarantee the performance of the store(s) for the same conditions and ensure as specified in the technical specifications.

8.0 ASSUMPTIONS - LISTING If the tenderer has made any assumptions while making technical offer, the same shall be listed separately under the heading "ASSUMPTIONS"

9.0 DELIVERY/COMPLETION SCHEDULE

9.1 ZERO DATE: The date of LOI/Order/Contract whichever is earlier shall be treated as the Zero Date for contractual purpose.

9.2 DELIVERY PERIOD & PACKING OF MATERIAL

9.2.1 The delivery of Plant/Equipment/Stores as per scope of the Order/Contract shall be quoted by the bidders as per N.I.T. 9.3 In case of long lead time and involving more than one consignment, delivery schedule quoted shall be for sequential supplies as per dispatch instruction.



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10.0 VALIDITY OF OFFER

Offer shall be submitted with following validity periods: i/ Bid, including Prices, should be valid at least for 90 days from the opening of price bid or till the completion of supply whichever is later. ii/ Valid till successful completion of contract for Recommended spares and Mandatory Spares (wherever it is optional item). iii/ Unit prices for scope addition/deletion: to be kept valid till successful Completion of contract. NOTE: a) Discount offered, if any, shall be for the full duration of validity. Offers of shorter validity or discount for shorter duration are liable to be rejected. b) Any conditional discount shall not be considered for evaluation and ordering.

11.0 LANGUAGE & CORRECTIONS

a/ The tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used. b/ All entries in the tender shall either be typed or written legibly in ink. Erasure and over- writings are not permitted and may render such tenders liable for rejection. c/ Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents. d/ All cancellations and insertions shall be duly attested by the tenderer.

12.0 CHANGE OF TERMS & CONDITIONS/PRICE

12.1 Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the tenderer over others, may result in rejection of the tender.

12.2 Under no circumstances, tenderer shall alter his quoted Prices/Rates during the validity period after tenders have been opened. Any tenderer who does so, resulting into re-calling of tenders by the purchaser or additional expenditure to the purchaser, shall run the risk of being black-listed by the purchaser, who reserves the right to recover the damages resulting therefrom.

13.0 TENDERER TO INFORM HIMSELF FULLY

13.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tender, for clarifications, before submission of the tender.

13.2 The tenderer shall make independent enquiries as to the conditions and circumstances affecting his tender estimates and to the possibility of executing the supplies/works as described. In assessing the tender, the tenderer shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself (as far as practicable) as to the form and nature of the site, the quantities and materials necessary for the completion of the work and other circumstances which may influence or affect the execution of the Order/Contract.



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13.3 It is the responsibility of the tenderer to keep him-self informed of the correct rates of customs and other duties and taxes leviable for the materials/services as prevailing at the time of tendering. If the rates assumed by the tenderer are less than the tariff rates prevailing at the time of tendering, the tenderer will be him-self responsible for such under quotations.

14.0 REVERSE AUCTION

14.1 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.

14.2 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).

14.3 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 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.

14.4 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).

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

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

15.0 REJECTION OF TENDER AND OTHER CONDITIONS

15.1 BHEL/EPD reserves the right to reject any bidder if the past performance is found unsatisfactory.



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15.2 The acceptance of tender will rest with the purchaser and does not bind him to accept the lowest or any tender and reserves to itself full rights for the following without assigning any reasons, whatsoever : a) To reject any or all the tenders. b) To split up the work amongst two or more tenderers. (Applicable for the contract where E&C is not in the scope of tenderers) c) To award the work in part. (Applicable for the contract where E&C is not in the scope of tenderers) d) To increase or decrease the quantities. e) To reject any commercial or technical deviation given in offer.

15.3 Standard pre-printed conditions of the tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

15.4 Purchaser will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the award of the Order/Contract. Purchaser may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Seller/Contractor concerned.

15.5 If the tenderer deliberately gives wrong information in his tender, purchaser reserves the right to reject such a tender at any stage or to cancel the Order/Contract, if awarded and forfeit the security deposit and Bank Guarantee.

16.0 LOADING FOR DEVIATIONS & TENDER EVALUATION

16.1 LOADING FOR DEVIATIONS

16.1.1 Deviations (Commercial as well as Technical) from the Tender Specifications are generally not acceptable. However, if any deviation is considered by the Purchaser, the same shall be loaded for comparison, while evaluating the offer. 16.1.2 Loading/loading criteria in respect of the deviation(s) shall be as specified in this GCC. If a bidder unconditionally withdraws any deviation before Price Bid opening, the same shall not be loaded. 16.1.4 In case of deviation from BHEL G.C.C., the tenderer shall separately quote the price for withdrawal of such deviations in Sealed Cover.

17.0 PRICE DISCREPANCY

The following shall be considered for evaluation and ordering. a) If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the corrected calculated price shall be considered for evaluation and ordering. b) If there is a discrepancy between words and figures, the correct calculated price shall be considered for evaluation and ordering. c) Unit prices quoted only shall be considered as correct for evaluation and ordering. d) Taxes and duties if not specified clearly as extra shall be considered as included in the basic price & therefore shall not be reimbursed.

18.0 DISCOUNTS

Discount offered by any bidder, against the present Tender Enquiry, which is also indicated to be applicable to any other Enquiry, shall be considered against the present Tender Enquiry only. In case only percentage discount is indicated, the same shall be applicable for optional prices also.



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19.0 EVALUATION CRITERIA

Tenders will be evaluated on the basis of total landed cost to BHEL (for overall package) i.e. total cost to the purchaser, taking into consideration loadings, if any, all available financial advantages, including those available from the Owner, taxation, etc. Evaluation will be done based on available tax structure at the time of evaluation. Changes in any taxes on later stages will not be considered for re-ranking of vendors after price bid opening.

ANNEXURE -I

PRE QUALIFICATION TECHNO-COMMERCIAL BID FORMAT SHOULD BE FILLED UP & SUBMITTED ALONG WITH THE QUOTATION.
FORMAT SHOULD BE SIGNED & SEALED WITH COMPANY SEAL.

SL NO	DESCRIPTION	CLAUSE AS PER TENDER CONDITIONS	BHEL REQUIREMENT	VENDORS COMMENT
1	SCOPE OF SUPPLY	SL No. 1 of General Terms & Conditions.	ACCEPTANCE BY VENDOR	
2	Quantity	SL No. 2 of General Terms & Conditions.	ACCEPTANCE BY VENDOR	
3	PRICE,& VALIDITY OF THE OFFER	SL No. 3 of General Terms & Conditions.	ACCEPTANCE BY VENDOR	
4	INSPECTION, ACCEPTANCE & REJECTION	SL No. 4 of General Terms & Conditions.	ACCEPTANCE BY VENDOR	
5	DELIVERY TERMS	SL No. 5 of General Terms & Conditions.	ACCEPTANCE BY VENDOR	
6	TAXES & DUTIES	SL No. 6 of General Terms & Conditions.	TO QUOTE	
		SL No. 6 of General Terms & Conditions.	TO QUOTE	
7	PAYMENT TERMS	SL No. 7 of General Terms & Conditions. For indigenous vendors	ACCEPTANCE BY VENDOR	
8	Capacity	SL No. 8 of Annexue-I (Terms & Conditions)Item/Vendor's minimum monthly capacity to supply to BHEL	TO BE QUOTED BY VENDOR	
		20MM FRP Rods 4 987 20 000111 Rev 00- 5,000 Meters	TO BE QUOTED BY VENDOR	
		24MM FRP Rods 4 987 24 000111 Rev 00- 10,000 Meters	TO BE QUOTED BY VENDOR	
9	LEAD / DELIVERY TIME	SL No. 9 of General Terms & Conditions.	ACCEPTANCE BY VENDOR	
10	LD CLAUSE	SL No. 10 of General Terms & Conditions.	ACCEPTANCE BY VENDOR	
11	RISK PURCHASE CLAUSE	SL No. 11 of General Terms & Conditions.	ACCEPTANCE BY VENDOR	
12	Distribution of load share	SL No. 12 of General Terms &	ACCEPTANCE BY VENDOR	



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		Conditions.		
13	Other terms & Conditions	SL No. 13 to 22 of General Terms & Conditions.	ACCEPTANCE BY VENDOR	
14		POWERGRID APPROVAL	VALIDITY CERTIFICATE TO BE ENCLOSED.	
15		REVERSE AUCTION IF CONDUCTED	ACCEPTANCE TO PARTICIPATE	
16		MSME Vendor	Mention Applicable or Not applicable	
17		SC/ST	Mention Applicable or Not applicable	
18		Third Party Non Disclosure Agreement Format	Duly signed and sealed by vendor	
19		-	Contact person Name:	
		-	E-mail ID:	
		-	Contact No (Landline):	
		-	Contact No (Mobile):	
		-	Fax No:	

Checklist for submission of Mandatory Documents along with offer in Technical Bid (PART-1)

SL. No.	List of Mandatory Documents to be submitted	
1	Pre conditional techno commercial bid format - Annexure-1	
2	POWERGRID approved validity letter	
3	MSME if applicable	
4	Third party Non disclosure format.-Annexure -II	