PROCEDURE FOR SUBMISSION OF SEALED TENDERS

Bids shall be submitted latest by 14:00 hrs. on due date in a sealed cover separately with bidder's seal super scribed with "Tender Enquiry No. & due date of opening" in two separate envelopes(i.e. Techno-commercial bid & Price bid) which will be put in a common third envelope super scribed with "Tender Enquiry No. & due date of opening", for each bid submitted independently, as follow:

PART – 1: Techno – Commercial Bid
PART – 2: Price Bid

The offer should be submitted in a sealed cover as mentioned in above and it should reach in tender box named EPD kept in reception by 14:00 hrs. on due date addressed to:

EPD TENDER BOX
Bharat Heavy Electricals Ltd
Electro Porcelains Division
PB No: 1245, Science Institute Post
Bangalore – 560012

TENDER ENQUIRY NO	: **12301438RS DT 05.04.2019**
TENDER DUE DATE	**: 16.04.2019**

OR

OFFERS CAN BE SUBMITTED THRU EMAIL ON BELOW MAIL IDs –

PART – 1: Techno – Commercial Bid – EMAIL AT technicalbid-epd@bhel.in
PART – 2: Price Bid – EMAIL AT pricebid-epd@bhel.in

Tender due (16.04.2019) & RFQ no 12301438RS to be mentioned in subject of email.

TECHNICAL & COMMERCIAL BID – PART "1"

(A) Scope of work

Please refer scope of work attached with enquiry.

- Material to be supplied as per drawing/specification only. Any assumption or approximate or deviation should be brought out in the separate deviation sheet only. If you have not quoted as per our drawing/specification, your offer is liable for rejection.

(B) Bid Opening

Part-1 (Techno-Commercial Bids) only will be opened at 14:30 hrs on due date in the presence of bidders who may like to be present or their representatives. **Date & Time for opening ofPart-2: Price Bid / Online Bid will be intimated separately to the shortlisted technically & commercially qualified bidder.**
Price bid of unsuccessful vendors will be returned either by post or by courier.

(C) Delivery Term

The price quoted should be on F.O.R. BHEL-EPD-STORES (Bangalore-12).

(D) Delivery Period: -

Material to be delivered (equivalent to one lot in range of 10,000 to 1,00,000 numbers) within 30 days from the date of Manufacturing Clearance/Printing Clearance.

Minimum quantity per lot for manufacturing shall be 10,000 numbers & maximum quantity per lot for manufacturing shall be 1,00,000 numbers. Manufacturing Clearance shall be given along with lot quantity & printing matter. Sample of printing matter is attached in Technical Specification. Sample approval to be obtained from BHEL prior to bulk printing.

(E) Terms of Payment

45 days credit after receipt& acceptance of material at BHEL EPD Stores. Offers with advance payments shall be rejected. However credit period can be reduced on loading as below.

(G) Loading

Interest @ (SBI MCLR rate+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. No deviation is allowed regarding delivery and payment terms. This is for ranking purpose only.

(I)Late Delivery Charges

In case of delayed delivery, late delivery charges @0.5% per week up to a maximum of 10% will be levied on the defaulting quantity for the delayed period as per the corresponding PO. In case vendor not accepting 10% late delivery charges, difference will be loaded on the quoted price.

(L)Other Conditions

Test certificate, Guarantee Certificate and Instruction Book are to be supplied along with the supply.

(M)Arbitration

Settlement of dispute, if any arises, at any time between the BHEL and the vendors upon or in relation to or in connection with the vendor, the same shall be referred to the sole arbitration of the head of BHEL unit or to person appointed by him. The award of the arbitrator shall be final and binding on both BHEL and the vendor.

(N) Legal Jurisdiction

In case of any legal proceedings, area of jurisdiction will be Bangalore in case of EPD.

(O)Validity of Rates

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.

(Q) Deviations

A separate sheet indicating deviations in technical specification, commercial terms and conditions to be enclosed in part – '1' (i.e. Techno-Commercial Bid)of the offer. If there are no deviations same has to be certified and duly signed by the vendor.

(R) Clarifications sought by BHEL during Technical & Commercial evaluation

In case BHEL asks for any clarification, the vendor has to submit the same within the specified date otherwise the offer will be evaluated considering the clarifications, if any received as on the specified date. No grace period or late submission is allowed.

Risk & Cost Clause Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.

Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.

Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.

Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

RISK & COST

Risk and Cost against Balance Work:

Risk & Cost Amount= [(A-B) + (A x H/100)]

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: Incase portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

LD against delay in executed work/supply in case of Termination of Contract

LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.

Method for calculation of "LD against delay in executed work/supply" is given below.

1. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1
2. Let the value of executed work/supply till the time of termination of contract= X
3. Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y
4. Delay in executed work/supply attributable to contractor/supplier i.e. T2=(1-X/Y)x T1
5. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

Note: Incase portion of work/supply is withdrawn, no LD shall be applicable for portion of work/supply withdrawn.

PRICE BID – PART "2"

Please refer price format attached with enquiry.

Packing, forwarding, insurance charge (transit risks), taxes & duties (GST) etc. if extra applicable are to be stated clearly with amount. If included in the price, it must be stated clearly. GST will be reimbursed only if the relevant valid documents are furnished.

(S) Price Impact

In case, out of techno-commercial discussion has any price implication, only corresponding price impact is to be submitted by the vendor in a sealed cover within the specified date.

(T) Price Evaluation

Prices shall be considered on total landed cost basis (cost to BHEL). Landed cost shall be worked out on price quoted including freight, excise duty, and sales tax after taking out CENVAT and VAT benefit, as applicable. The comparative statement shall be worked out **on landed cost basis (ITEM WISE**) .The comparative statement of the prices prepared on the reference 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.

- The lowest price received against BHEL tender need not be commercially lowest price (L1).
- BHEL reserves the right/option to refloat the tender if L1 price is not the lowest acceptable price to BHEL.
- Kindly note that if you are registered under MSMED Act 2006, confirm the same in your quotation andsubmit 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.
- BHEL wishes to **encourage the participation of micro and small scale enterprises (M&SE).**
- In case L1 vendor is not a micro & small enterprises, 15% purchase preference will be given to the other M&SE for ordering up to 20% of the tender quantity, provided the MSE matches the L1 price. In case of more than one such M&SEs, the share of 20% will be distributed 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 micro and small scale enterprises. The same shall be met through other M&SEs.

(U) For this procurement, Public Procurement (Preference to Make in India), order no. P-45021/2/2017-B.E.-II DT 15.05.2017 & 28.05.2018 & subsequent orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable.

(V) ETHICS IN BUSINESS DEALINGS & FRAUD PREVENTION POLICY

The Bidder along with its associate/collaborators/sub￾contractors/sub vendors/ Consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website 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."

ANNEXURE ‘J’

Acceptance Certificate

We hereby accept all terms and conditions of the above tender.

Signature
With name, Designation & seal of the firm

Place:
Date:

ANNEXURE 'K'

Essential Criteria of Techno-Commercial offer(to be submitted by vendor after dully filled up alon with techno-commercial offer i.e part-1

ADDRESS OF THE FIRM:

SL.NO	PARAMETER	BHEL SPEC/REQUIREMENT	VENDOR OFFER
1	Name of Contact person	TO BE MENTIONED	
2	E-mail ID	TO BE MENTIONED	
3	Mobile number	TO BE MENTIONED	
4	Land line number	TO BE MENTIONED	
5	Fax number	TO BE MENTIONED	
6	Delivery Term	F.O.R-BHEL EPD STORES	
7	Payment terms	APPLICABLE AS PER NIT CLAUSE	
9	Late Delivery	APPLICABLE AS PER NIT CLAUSE	
11	Capacity/capability to execute this job	AS PER VENDOR CAPACITY	
12	Delivery period	APPLICABLE AS PER NIT CLAUSE	
13	Offer validity	APPLICABLE AS PER NIT CLAUSE	
15	Tax and Duty Structure	GST %	
16	GST NO.	SUPPLIER GST NO.	
17	HSN CODE	ITEM NO.1	
18	MSME – UDYOG ADHAAR MEMORANDUM (UAM)	COPY TO BE ENCLOSED	
19	Compliance to Technical Specification	NO: PS-901-09-0009 REV.00	

SIGNATURE OF THE BIDDER WITH SEAL

PRINTED RATING STICKER FOR SOLAR PV MODULE

1.0 Item : Printed Solar PV Module Rating Sticker

2.0 Purpose : Fixing on to the backsheet of the Solar PV Module.

3.0 Size : 75 * 100 mm

4.0 Material : Polyester, 50 micron thick

5.0 Adhesive : Acrylic or rubber based

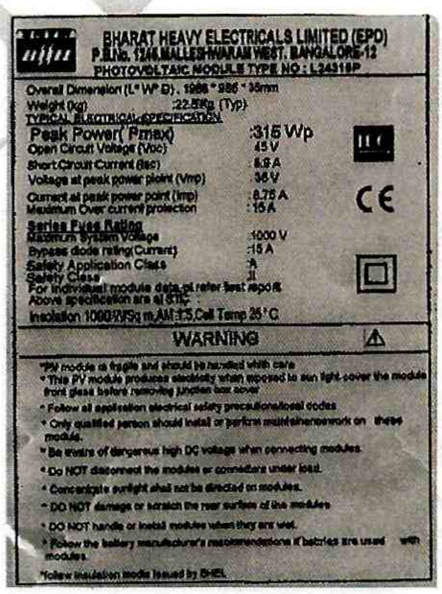
6.0 Back ground colour of sticker : Silver-grey

7.0 Printing colour : Black

8.0 Typical Printing details are given below. Data's / Inputs / Symbols for Solar PV Module details may increase or decrease for rating sticker. Actual Data's / Inputs / Symbols for Solar PV Module will be given after award of contract.

Note:

1. Stickers should be supplied in roll form.
2. Number of stickers per roll = 1000 max.
3. Typical Printing Sticker :



Revision (00):	Issued By	Prepared By	Checked By	Approved By	Date
1st Issue	SPV Eng.	RKP	AKS	SKG	22.02.19

PRICE FORMAT- FOR INDIAN SUPPLIERS

	TENDER REF: 12301438RS DT 05.04.2019			SUPPLIER's NAME					
				Currency : INR					
				For Indigenous supplies					
Sl.No	Item Description	Unit of Measurement	Qty (1)	Unit F.O.R PRICE (2) INR	Total F.O.R PRICE [1X2] = [3] INR	CGST @ ______%=(4)INR	SGST @ ______%=(5)INR	IGST @ _____%=(5) INR	TOTAL PRICE = (6)=(3)+(4)+(5) (Currency)
1	PRINTED RATING STICKER	EA	3,35,000						

EVALUATION CALCULATION

HSN CODE: ______________________

TOTAL PRICE =(6)

INPUT TAX CREDIT (ITC) =(7)= (CGST + SGST + IGST)

LANDED COST (8)= (TOTAL PRICE - ITC)(6-7)

DATE:
PLACE:

BIDDER's SIGN & SEAL