

PROCEDURE FOR SUBMISSION OF SEALED TENDERS

"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."

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, 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 BHEL-EPD kept in reception by 14:00 hrs. on due date addressed to:

HOD/MM

Bharat Heavy Electricals Ltd

Electro Porcelains Division

PB No: 1245, Science Institute Post

Bangalore – 560012

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.
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(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 of Part-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

Items be delivered within 60 DAYS from the date of Purchase Order.

(E) Terms of Payment

45 days credit after receipt & acceptance of material at BHEL EPD Stores.

(G) Loading

Interest @ (SBI PLR 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.

(J) Guarantee Period

The Seller/Contractor shall warrant that the stores supplied shall be free from all defects and faults in design & engineering, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards and in full conformity with the Order/Contract specifications, drawing or samples, if any.

Equipment shall be guaranteed for a period of 18 months from the date of receipt of material at site or 12 months from the date of commissioning whichever is earlier.

(K) Risk Purchase

BHEL at its option will be entitled to terminate the contract and/or purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the seller fails to deliver within the stipulated time. The seller shall be liable for any loss, which BHEL may sustain by such risk purchases. The loss may be recovered from the vendor's outstanding bills with the concerned unit or any sister unit.

(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.

PRICE BID – PART “2”

Please refer price format attached with enquiry.

Packing, forwarding, insurance charge (transit risks), taxes & duties (V.A.T./C.S.T./Excise duty) etc. if extra applicable are to be stated clearly. If included in the price, it must be stated clearly. In such a case, ED components must be mentioned, wherever applicable, in order to avail MODVAT. CR or VAT will be reimbursed only if the relevant valid documents are furnished.

EVALUATION WILL BE DONE ON OVERALL PACKAGE WISE.

(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 (Full package)** i.e. supply plus commissioning charges if any.

- 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 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.
- 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) Reverse Auction

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)."

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"

ANNEXURE 'I'**Declaration**

I / We hereby declare that I / We have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court for participating in any tender.

Signature

(Name & Address of the Bidder with official seal)

Place:

Date:

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 duly filled up along with techno-commercial offer i.e part-1)**

ADDRESS OF THE FIRM:			
<u>SL.NO</u>	<u>PARAMETER</u>	<u>BHEL SPEC/REQUIREMENT</u>	<u>VENDOR OFFER</u>
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	
8	Risk purchase clause	APPLICABLE AS PER NIT CLAUSE	
9	Capacity/capability to execute this job	AS PER VENDOR CAPACITY	
10	Delivery period	APPLICABLE AS PER NIT CLAUSE	
11	Offer validity	APPLICABLE AS PER NIT CLAUSE	
12	Guarantee Period	APPLICABLE AS PER NIT CLAUSE	
13	Tax and Duty Structure	EXCISE DUTY %	
		E C	
		CESS%	
		CENTRAL SALES TAX%	
		VAT %	
		ANY OTHER	

SIGNATURE OF THE TENDERER WITH SEAL

THE BELOW THIRD PARTY NON DISCLOSURE AGREEMENT IS MANDATORY TO SUBMIT ALONGWITH TECHNO-COMMERCIAL BID; IF NOT SUBMITTED IN TECHNICAL BID; YOUR OFFER WILL BE LIABLE FOR REJECTION COMMERCIALY.

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-----

Name

Company

Signature

GENERAL TERMS AND CONDITIONS FOR RFQ

(If not otherwise mentioned in the RFQ text)

1. Technical details, specifications, brand names, trademarks, patent No. etc., must be mentioned. Samples, catalogues, leaflet, if any should be sent along with your quotation. Products with I.S.I. certification will be preferred.
2. Materials offered should be of best quality and correct to our specification/ drawing. Offers not conforming to these shall be rejected.
3. Quoted Rate shall be firm & on delivery term F.O.R. BHEL-EPD, Stores Bangalore basis after allowing maximum discounts. Rates quoted should remain firm till completion of order. No revision in prices will be entertained once the tenders are opened.
4. Packing, forwarding, insurance charge (transit risks), taxes & duties (V.A.T./C.S.T./ Excise duty) etc. if extra applicable are to be stated clearly. If included in the price, it must be stated clearly. In such a case, ED component must be mentioned, wherever applicable, in order to avail MODVAT. ED or VAT will be reimbursed only if the relevant valid documents are furnished.
5. Vendor must mention the earliest delivery schedule in line with the delivery requirement. Delayed delivery schedule may not be acceptable. Quantity variation, if any, is to be clearly mentioned in the quote. Validity of the offer should be clearly mentioned other wise 45 days normally or any specific date mentioned by BHEL will be considered.
6. Offers will be evaluated on "Net Cost to BHEL" basis for each line item after considering all the cost components as listed in point no 3 and 4 above and 7 below and any other as applicable.
7. Vendor's offer is liable to be loaded with applicable cost components in case of commercial terms offered by vendors have deviations with respect to Delivery term against point no 3 above and payment terms against point no 11 below. Freight rate, Insurance rate will be loaded as per respective BHEL contract in case of deviation against Delivery term. In case of payment term, the commercial borrowing rate will be loaded for the differential period. In case of any other deviation factor, the loading will be as per BHEL estimate or the highest offer received for the said factor.
8. The lowest bidder is eligible to get the full qty if capacity and delivery requirements permit.
9. Normally post-tender negotiation is discouraged. However, it may be held with lowest bidder only under special circumstances.
10. If Excise Duty is applicable please give the assessment heading number. ECC of vendor must be mentioned.
11. Our payment is 30 days credit from the date of receipt for the accepted materials through NEFT. Only offers agreeable to this term will be preferred. Any payment term that is technically treated as advance is normally discouraged and may call for equivalent Bank guarantee. For indigenous vendor, Letter of credit payment is not permissible. Bank charges, if any, will be to supplier's account.
12. Materials supplied will be subject to inspection at our end with reference to specification mentioned in the order/drawing. Rejected materials should be replaced/lifted within 15 days of intimation at vendor's cost.
13. Quantities mentioned are only approximate and are subjected to variation at the time of placing the order. Please ensure that your quotation hold good for any fluctuation in quantities.
14. Company has the right to accept or reject the lowest or any tender in part or full without assigning any reason whatsoever, BHEL reserves the right to allow the Public Enterprises Price /Purchase Preference facility as admissible under the existing policy.
15. Quotations will be opened at 2.30 p.m. on the due date in the presence of tenderers who may like to be present. BHEL reserves the right to alter the due date/time in case of receipt of insufficient offers or any other reasons deemed valid. BHEL also reserves the right to re-float the tenders with or without opening the received offers under the same circumstances.
16. If lowest bidder backs out, fresh tendering will be done with or without this lowest bidder as deemed appropriate by BHEL.
17. Any disputes arising out of this shall be referred to the Sole arbitration of Head of Unit/ EPD, BHEL Bangalore or any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore.
18. All suits in respect of this lie in the court of Bangalore only.
19. Customers to a BHEL may also visit and Approve Product without obligation. Please note any Approval/Acceptance by BHEL, Customer does not absolve the vendor from the responsibility to supply, conforming product.
20. Please Note: All Vendors particularly in the State of Karnataka have to be registered under VAT and the 11 Digit 'TIN NO.' should be mentioned in the offer, failing which their offer will be summarily rejected. All supply bills in case of orders should have TIN IDENTIFICATION NO. CST NO & E SUGAM NO should also be mentioned, ECC NO., PAN NO OF THE VENDOR ALSO IS MANDATORY.
21. BHEL reserves the right to take appropriate measures against any vendor if found indulging in any unethical practice like cartel formation.
22. "MSE SUPPLIERS CAN AVAIL THE INTENDED BENEFITS ONLY IF THEY SUBMIT ALONG WITH 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 NSIC CERTIFICATE OR EM II CERTIFICATE ALONG WITH CA CERTIFICATE (FORMAT ENCLOSED AS PER ANNEXURE - I) APPLICABLE FOR THE YEAR, CERTIFYING QUANTUM OF INVESTMENT IN PLANT AND MACHINERY WITH IN THE PERMISSIBLE LIMIT AS PER THE ACT FOR RELEVANT STATUS (MICRO, MEDIUM OR SMALL) DATE WHERE THE DEEMED VALIDITY OF EM II IS OVER. DATA TO BE PERKONE 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 SUPPLIER TILL THE SUPPLIER SUBMITS THESE DOCUMENTS"

IN CASE L1 VENDOR IS NOT A MICRO & SMALL ENTERPRISE, 15% PURCHASE PREFERENCE WILL BE GIVEN TO THE OTHER M&SE FOR ORDERING UPTO 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."

- 23) IN COMPARITIVE STATEMENT RANKING OF THE VENDORS FOUND EQUAL (L1) MORE THAN ONE VENDOR IN ALL TERMS THEN THE FACTOR WILL BE APPLIED AS FOLLOWS: A) THE QTY. WILL BE DIVIDED EQUALLY or B) IF QTY. IS NOT POSSIBLE TO DIVIDE THEN WE MAY ASK ALL L1 VENDOR TO GIVE MAXIMUM DISCOUNT OR WE WILL GO FOR LOTTERY METHOD TO GET ONE L1 VENDOR & DECIDE ACCORDINGLY.

- 24) Disclaimer:

Important: All information contained herein is confidential and not to be disclosed to parties not specified herein.

“MSE suppliers can avail the intended benefits only if they submit along with 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 NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure - I) 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 the deemed validity will be the last date of technical bid submission. Non submission 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 supplier till the supplier submits these documents”.

Annexure - I**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....
Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on
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 Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs forMicro / Small (~~Strike off which is not applicable~~)
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant