

Enquiry No: T7H1R15167/ NIT_38867 DTD 29.05.2018

Item: Outdoor Type 11 kv CT, PT Metering Cubicle

Project: RDA Raipur STP

Attachment to Enquiry No. - T7H1R15167/ NIT_38867 Due on Date 08.06.2018 for submission of offers through E-Procurement mode by 14:00 Hrs on or before 08.06.2018 and schedule to open from 14.30 Hrs on 08.06.2018

NOTE: Bidder to confirm in affirmative by typing "YES" or "Applicable Data" in the response column. Deviations, if any shall be recorded in deviations/comments column (Separate sheet can be attached if needed). Non deviatable clauses are indicated as "NON DEVIATABLE".

Sl. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
1	SCOPE OF SUPPLY:		
	Signed & Sealed offers are invited for Scope of Supply and Services as detailed in the enquiry. Relevant enclosures/ supporting documents / catalogue, if any shall be enclosed to the technical offer.		NON DEVIATABLE
2	GENERAL INSTRUCTIONS:		
A.	The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The offer including annexures and brochures should be submitted in English.		NON DEVIATABLE
B.	PRICE BIDS SHALL BE EVALUATED ON LANDED COST basis to BHEL (after considering CENVAT/ VAT benefit, if any) and w.r.t the Finalized Technical Scope and Commercial Conditions only.		
C	Bidders to please note that the Terms & conditions contained in this document and Special conditions, if any, are to be read along with the General Conditions of the Contract of BHEL.		NON DEVIATABLE
D	Evaluation of Offers & Ordering: Offer will be evaluated on Overall L1 basis. Vendor must quote for all the items of the enquiry and indicate price for all the items in price bid offer only. Incomplete (i.e. not quoting any item of the enquiry) offers will stand rejected. The original Price Bid of the vendor will be opened where there is no change in technical specifications and scope from the original tender specification.		NON DEVIATABLE
E	Vendors, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.		NON DEVIATABLE
F	Offers shall be submitted directly by vendor or his authorized representative / agent only and the offer should be in line with regulatory guidelines (i.e Agency agreement between principal vendor and agent / representative shall be attached which shall be a valid one and cover the scope of services rendered by Agent, Agency Commission etc.). OEM / Mill details shall be provided if supplier is not a manufacturer. Bid envelopes shall bear the name of Supplier. In case of submission through authorized representative /agent, the name of representative/agent should be mentioned additionally apart from supplier name.		NON DEVIATABLE
G	Supplier shall send Technical Offer + Annexure-A Standard Terms and Conditions (Commercial), General Condition of Contract (GCC), List of Post Dispatch Documents (Annexure-1) along with Part-I Offer and Price bids alongwith Part-II offer with duly signed & stamped on each page through E-Procurement mode before 14:00 Hrs on or before tender due date. Supplier address including contact details shall be mentioned in the content . Without these details offer may be liable for rejection. Interchanging the information in the emails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is no way responsible for non-receipt of offers sent through email due to server break down / Internet failure / transmission error etc.		NON DEVIATABLE
H	Offer received after the specified time of submission will be rejected. No further correspondence shall be entertained.		NON DEVIATABLE
I	Unsolicited offers shall not be considered.		NON DEVIATABLE
3	OTHER PARTICULARS (Please indicate applicable data)		
A	Name of the Bid currency (freely tradable foreign currency for imports and Indian Rupees for indigenous purchase).		
B	Name of the Port of loading (applicable to imports).		
4	BID SUBMISSION PROCEDURE:		
i	For two-Part Bids:		

Signature of Vendor with date and seal

Sl. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
A	Two part bid consisting of i) Techno-commercial Bid - (Part-I) , with all technical specification & scope including bill of material etc. and unpriced bid with all applicable Commercial Terms and Conditions, agency commission, duties, taxes and other charges except the price , mentioning enquiry No. (Techno- Commercial Bid) due date, supplier name AND ii) Price Bid (Part-II) , containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be submitted as separate attachment mentioning Enquiry no. (Price bid) , due date and supplier name. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supercede any terms and conditions specified otherwise in price bid.		NON DEVIATABLE
B	Techno-commercial Bid will be opened on the assigned date and price bids of only techno commercially acceptable bidders shall be opened with advance intimation.		NON DEVIATABLE
C	The bidders whose bids are techno commercially not accepted will be informed about non consideration of their offer.		NON DEVIATABLE
D	Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, commercial terms/conditions as specified in NIT and in the opinion of BHEL such changes warrant changes in prices. BHEL at its sole discretion may also invite revised prices if there are major changes in scope. Revised price bids/impact price will not be accepted after opening of technical bids unless otherwise specifically asked by BHEL.		NON DEVIATABLE
E	Bids shall be opened on due time and date in the presence of bidders who may like to be present. Only one representative of each bidder shall be permitted to attend the bid opening.		NON DEVIATABLE
5	Delivery Instructions		
A	Indigenous Purchase		
	Goods shall be delivered on FOR Works including Packing, Forwarding, Freight and Transit Insurance upto RDA Raipur STP project site is in vendor's scope. Note: Freight and Insurance charges shall be quoted separately by vendor. However, tender evaluation shall be done on the overall L1 basis of total landed cost to BHEL.		
B	Imports		
	The goods shall be delivered on FOB-port of export/FCA . Name of port of export for FOB / FCA delivery shall be indicated against this column.		
6	Documentation:		
A	Indigenous Purchase		
	Seller shall arrange to send to the Purchaser, Excise paid invoice (Original for Buyer), Commercial invoice, consignee copy of LR, Packing list , Pre-Despatch Inspection report, Test/ Guarranty/ Warranty certificate (as applicable) etc. immediately on despatch of the goods. Any addition/ exclusion to such documents shall be as specified in the Purchase Order. The distribution of such documents will be further elaborated in the Purchase order. In case of despatches from vendor works to site, material receipt certified by site office shall be provided.		NON DEVIATABLE
B	Imports		
	Seller shall arrange to send to the Purchaser one set of negotiable and one set of non-negotiable documents consisting of clean on-board Bill of Lading/ Air Way Bill, Original invoice, Packing list, Pre-Despatch Inspection report , Test/ Guarranty/ Warranty certificate / O&M manuals (as applicable) and other documents as indicated in the Purchase Order etc. In addition, Seller shall also send soft copy of the despatch documents consisting of BL / AWB, Invoice, Shipping list & Test certificates and other documents as indicated in the Purchase Order through e-mail addressed to the concerned Purchase Officer/ Manager.		NON DEVIATABLE
7	Delivery Schedule		
A	Indigenous supplies		
	Delivery Period shall be 03 Months from date of PO/LOI up to material receipt at site or one month from the date of dispatch clearance* (*Applicable for cases where material is made ready for dispatch by vendor well within the PO terms & conditions, but dispatch instructions/clearance is not available), whichever is later. Proof of delivery to be submitted. Please note that confirmed delivery period indicated, includes the approval of Drawings/ QAP /Inspection/Transport / Material - Receipt at Site, etc.		NON DEVIATABLE
B	Foreign supplies		
	Delivery Period shall be 03 Months from date of PO/ LOI up to material receipt at Port of Lading. Date of Bill of Lading/AWB will be considered as delivery date for penalty purpose.		NON DEVIATABLE

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8	Pricing Terms		
	Prices once quoted shall remain firm and valid during execution of PO. Offers with PVC will be outrightly rejected except in cases where specifically called for in the NIT.		NON DEVIATABLE
9	PRICE VALIDITY		
	Unless otherwise specified, Vendors offers shall be submitted with the following validity periods: i) Original offer shall be valid for 90 days from Part-I opening. ii) If revised price bid/ price impact is asked by BHEL, the validity of the same shall be 60 days from the date of price bid opening or 90 days from Part-I opening, whichever is later. iii) For the enquiries where unit prices are called for scope addition/ deletion, these unit prices shall be valid till end of execution of contract with end-user for equipment supplied by the vendor.		NON DEVIATABLE
10	Taxes & Duties (DATA TO BE INDICATED by the bidder against the space provided)		
A	Indigenous Purchase		
	The Taxes and duties e.g. Excise duty, Service Tax, Sales Tax, VAT etc. as applicable shall be quoted in the following manner.		
i.	Excise Duty : To be quoted as extra in % as quoted in the price bid.		
ii.	CST : CST against form C in %. Bidder shall also indicate full rate of sales Tax where Concesional form can not be issued by BHEL.		
iii.	VAT : To be quoted in %.		
iv.	Service Tax : To be quoted in %.		
NOTE: Bidders to ensure correct applicability of CST / VAT based on the Inter / Intra state movement of goods.			
v	In case, the vendor imports the equipment/items and dispatches directly to BHEL/ Destination, the vendor may please indicate whether they can pass on CVD benefit and if so, the quantum of CVD to be indicated here.		
vi	Other taxes & duties, if any to be indicated here		
vii	Taxes deducted at source: Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		NON DEVIATABLE
B.	Foreign Purchase (Imports)		
i	The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of despatch for his quoted FOB / CFR /CIF/FCA price.		NON DEVIATABLE
ii	Taxes deducted at source: Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act		NON DEVIATABLE
11	Payment Terms: Unless otherwise specified in Special Conditions, following shall be the terms of Payment.		
A	Indigenous: - Fifty percent (50%) of basic price of materials supplied as per PO, shall be payable on pro-rata basis along with 100% of applicable taxes and duties on dispatch of materials upon submission of required documents listed at Sl.No. 6A. - Forty percent (40%) of basic price of materials supplied as per PO, shall be payable on pro-rata basis on receipt of final documents including MRC and LR copy duly signed by BHEL site/customer with clear date of receipt of material at site - Ten percent (10%) of the basic price shall be released on pro-rata basis on submission of all final documents (including submission of Form E1/E2 against Form C, if applicable) as listed at Sl.No 6.A and furnishing Performance Bank Guarantee for 10% of contract value valid up to guarantee period + 3 months claim period (If applicable). - All documents are to be submitted directly to Purchaser and not through bank. Amount shall be payable within 45 days (45 days for MSME vendors also) after receipt of clear bill along with dispatch documents listed at Sl. No. 6A (applicable to every bill). PERFORMANCE BANK GUARANTEE is applicable for Contract value more than Rs 20 lakhs.		

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Sl. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
B	Imports:- Mode 1 – Payment through LC : 100% payment (less Indian Agency commission, if any) shall be paid against proof of dispatch through irrevocable Letter of Credit and on furnishing Performance Bank Guarantee for 10% of contract value valid up to guarantee period + 3 months claim period - LC shall be opened only in the name of vendor on whom purchase order is placed. - LC will be opened 1 month prior to the scheduled delivery of PO. LC shall be valid for a period of 3 months including the bank negotiation period of 21 days from the date of opening. - All banking charges outside India will have to be borne by the supplier. Mode 2 – payment against documents / Sight draft. 100% Payment terms against presentation of documents to the Purchaser Bank / Sight draft on furnishing Performance Bank Guarantee for 10% of contract value valid up to guarantee period + 3 months claim period - All banking charges outside India will have to be borne by the Vendor.		
C	Note: 1) No advance payment is acceptable . The offer is liable to be rejected in case advance payment is insisted. 2) No interest , whatsoever, shall be payable by purchaser on any amount due to the vendor.		NON DEVIATABLE
12	LD / Penalty clause: (a) LD / Penalty will be levied @ 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value. (b) No grace period shall be allowed for calculating LD / Penalty period. Any deviation in LD / Penalty clause shall be considered by loading difference in quote towards LD / Penalty clause on vendors quoted prices while evaluating the tender priority beyond the delivery schedule.		
13	Guarantee Period : (Deviation to this clause is not acceptable.) Full Guarantee for the performance of the items for a period of 24 months from the date of dispatch or 18 months from the date of commissioning, whichever is earlier, shall be furnished.		NON DEVIATABLE
14	MSE Suppliers can avail the intended benefits only if they submit along with offer, attested copies of either Entrepreneurs Memorandum II (EM-II) certificate having deemed validity (Five years from the date of issue of acknowledgment in EM-II) or valid NSIC certificate or EM II certificate along with CA Certificate (Format enclosed) 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.		
15	SUPPLIER REGISTRATION WITH BHEL (Applicable for Un-registered vendors): Un-registered vendors to note the following and to give acceptance to this clause. "Techno-commercial (Part-I) offer will be considered subject to their permanent supplier Registration for this material category with BHEL-PE&SD before price bid opening. Non-Compliance to above requirement will lead to rejection of your offer & same will not be Considered". Procedure for getting registered: You are requested to ensure the following things: 1. You need to apply online. Kindly use the following links to enter into supplier registration portal. a) http://supplier.bhel.in (or) b) https://suppliers.bheltry.co.in 2. Please note that your application will be evaluated w.r.t technical, quality, organizational & Financial data. In case of any difficulty, please feel free to contact the following. Mr. Ghanshyam Laspal Officer/Supplier Development Cell-PE&SD New PE&SD Building, Ground Floor, BHEL, RC Puram, Hyderabad-502032 Ph No: 040-2318 2138 Email Id : ghanshyam@bhel.in		

NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL, shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.16. The Vendors may specifically note the following.

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16	Evaluation and Loading Criteria:		
A	Evaluation of prices shall be done item-wise unless otherwise specified in the enquiry. Evaluation shall be on the basis of delivered cost, i.e. "total cost to BHEL" w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading). For evaluation, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.		
B(a)	In case of foreign bidders , the quoted FOB price shall be loaded by the following factors to arrive at the Delivered Cost:		
i	Marine freight and insurance: @ 3% (10% for plates, pipes, rounds & structurals) . In case of CFR offers, Insurance @ 0.1% will be loaded.		
ii	Import duty as applicable at the time of Price/ Part-II bid opening.		
iii	Port handling/ clearing charges & inland freight : @ 3.0% of FOB value (5% for plates, pipes & structurals).		
B(b)	Incase of Indigenous Bidders , Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 3% of Ex-works value (5% for plates, pipes, rounds & structurals) unless otherwise mentioned in enquiry.		
C	Deviated Penalty : Any loading on penalty clause shall be 10% or to the extent to which it is not agreed to by the vendor.		
D	Deviated Payment Terms: Deviations on Commercial terms from NIT are generally not acceptable. In case of deviations from NIT w.r.t. Payment terms, the price will be loaded at Base rate of SBI (as applicable on the date of bid opening / Techno-commercial bid in case of 2 part bids) + 6% for the period of relaxation sought by the bidders.		
17	Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.		
18	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.		NON DEVIATABLE
19	RISK PURCHASE: In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/component/equipment/system from any other agency at the risk and cost of the successful bidder.		NON DEVIATABLE
20	FORCE MAJEURE CONDITION: The supplier shall not be considered in default if delay occurs due to causes beyond his control such as Acts Of God, Natural Calamities, Fire, Frost, Flood, Civil War, Strikes, Civil Commotion, Riot, Government Restrictions, Lockout that are not in control of supplier or Acts Of Unsurpassed Power. Only those causes that have duration of more than seven days shall be considered cause of force/calendar/majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities shall be given by the supplier to BHEL by registered letter. In the event of delay to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled in mutual consent with vendor. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and delivery back any material issued to him by BHEL and release facilities, if any, provided by BHEL.		NON DEVIATABLE
21	ARBITRATION: All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the PE & SD, BHEL RC Puram. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be at Hyderabad in India. The Award to be given by the Arbitration shall be speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.		NON DEVIATABLE
22	LEGAL SETTLEMENT: Subject to clause 20 here in above, all questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Hyderabad courts.		NON DEVIATABLE
23	ADJUSTMENT OF RECOVERY : Any amount payable by the supplier under any of the conditions of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.		NON DEVIATABLE

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Sl. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
24	DEVIATION: No deviation in Standard Terms and Conditions would be accepted and BHEL reserves the right to disqualify the bidder from the MOU and also remove the supplier from its approved vendor list for the category on techno-commercial grounds. No deviation shall be entertained after MOU is signed.		NON DEVIATABLE
25	FINAL ENGINEERING DOCUMENTATION: The manufacturing shall be as per BHEL Specification and BHEL approved Drawings and Datasheets.		
26	Special requirement like acceptance test/ type test etc for a particular tender will be indicated by BHEL in enquiry under NOTES. The same shall be considered while quoting.		
27	INSPECTION: In case of Indigenous vendors: BHEL/ BHEL nominated TPIA/ End User/ End Users' representative may inspect Equipment/ Material as per Technical specification/ Approved Drawing/ Approved Datasheet/ Approved Quality Assurance Plan. Supplier shall send inspection call on prescribed format through online (http://cqir.bhel.in) only, with an advance notice of at least 3 days. Inspection charges if any will be borne by BHEL. In case of foreign vendors: Inspection shall be done by Lloyds/TUV /Bureau Veritas/BNV or it's equivalent TPIA and the charges for the same shall be included in the quoted price. IBR or its equivalent certification charges shall be inclusive. TC's shall be submitted to BHEL for review.		
28	TECHNICAL SPECIFICATION : (Specification No)		
29	QUALITY PLAN: (Standard QAP No.)		
30	Any revision/ change in Specification/ Commercial Checklist/ Standard terms and Condition/ Quality plan, if any will be intimated to the vendor and commencement to TCMOU will be taken up accordingly.		
31	If there is any conflict in clause mentioned in Annexure-A Standard Terms & Conditions (Commercial) and General Conditions of Contract (GCC), then clause mentioned in Annexure-A Standard Terms & Conditions (Commercial) supersedes the requirement.		NON DEVIATABLE
32	Please confirm your acceptance to General Conditions of contract (GCC) attached along with enquiry		NON DEVIATABLE
33	Supplier shall submit their offer as per BHEL terms and conditions. Suppliers shall not enclose their General terms and conditions. If there is any deviation or non-conformance to the above terms, your offer shall not be considered and it shall be summarily rejected.		NON DEVIATABLE
34	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.		
35	SPECIAL REMARKS: i) Bidder to note that CT & PT Metering Cubicle vendor / make offered should be Chhattisgarh State Electricity Board approved. ii) Bidder(s) offer for subject enquiry shall be considered subject to approval of their firm by our End Customer/ Customer Consultant/ BHEL before price bid opening. iii) Refer attached Addendum on Taxes & Duties, Payment of GST and Penalty clauses in Annexure-A & GCC. Bidder is requested to submit a copy of above addendum (as a part of techno-commercial bid) duly signed by the authorized signatory & stamped with official seal as a token of Bidder's unconditional acceptance to this addendum. iv) After PO placement and material dispatch, vendor has to filled the attached Indemnity cum undertaking Bond with duly signed and stamped and furnished the same to BHEL for release of GST payment. v) Transit insurance also to be included in supplier scope.		

Signature of Vendor with date and seal