

“Price Bid” containing price summary in a separate sealed envelope and must be super scribed “**Price Bid**”. Both these envelopes shall be enclosed in a single sealed envelope superscribed with enquiry number, due date of tender and any other details as called for in the tender document.

- **THREE PART BID:** Pre-qualification Bid (Part-I), Techno Commercial Bid with filled in BHEL Standard Commercial terms and conditions (Part-II), and Price Bid (Part-III). All three envelopes shall be enclosed in a single sealed envelope superscribed with enquiry number, due date of tender and any other details as called for in the tender document.

If any of the offers (Part I, Part II or Part III) are not submitted before the due date and time of submission (or) if any part of the offer is incomplete, the entire offer of the bidder will be rejected.

2. Supplier shall ensure to superscribe each envelope with RFQ number, RFQ Date, RFQ Due date and time, Item Description and Project clearly & boldly. Also mention on the envelope whether it is “Techno Commercial Bid” or “Price Bid” or “Pre-Qualification Bid”. Please ensure complete address, department name and purchase executive name is mentioned on the envelope (before dropping in the tender box or handing over) so that the tender is available in time for bid opening.
3. BHEL standard Commercial Terms and Conditions (duly filled, signed & stamped) must accompany Technical-Commercial offer without fail and should be submitted in original only.

The above indicated submission of Offers in “sealed envelope/hard copy” as mentioned in points B.1-B.3 is applicable for tenders that are not floated through E-Procurement System (EPS).

4. Validity: Unless otherwise specified in SCC (special commercial conditions of contract), the offer will be valid for a period of 90 days from the date of part-I bid opening and in case of Negotiation/Counter-offer/Reverse Auction, price validity will apply afresh for a period of 60 days from the date of according final price by bidder (or) upto original validity period, whichever is later.
5. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if all terms and conditions of this enquiry are accepted by the supplier without deviation.
6. Deviation to this specification/item description, if any, shall be brought out clearly indicating “DEVIATION TO BHEL SPECIFICATION” without fail, as a part of Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if the entire specification of this enquiry is accepted without deviation.
7. Suppliers shall submit one set of original catalogue, datasheets, bill of materials,

dimensional drawings, mounting details and/or any other relevant documents called in purchase specification as part of Technical Bid. Approximate Packing dimension to be indicated in offer\_(L)\_ft x\_(B)\_ft x\_(H)\_ft, in case of ODC Load. Consignment beyond the dimension\_(L)40\_ft x\_(B)8\_ft x\_(H)8\_ft to be indicated in Offer.

8. "Price Bid" shall be complete in all respects containing price break-up of all components along with all applicable taxes and duties, Packing and forwarding charges, freight charges (if applicable) etc. Once submitted, **NO** modification / addition / deletion will be allowed in the "Price Bid." Bidders are advised to thoroughly check the unit price, total price to avoid any discrepancy.
9. In addition, bidder shall also quote for erection & commissioning charges/erection supervision & commissioning charges (E&C service charges), documentation charges, testing Charges (type & routine), training charges etc. as applicable along with corresponding tax. The price summary must indicate all the elements clearly.
10. Wherever applicable, bidders should indicate "Lumpsum" Erection and Commissioning (or) Erection Supervision and Commissioning charges, as applicable (including To & Fro Fare, Boarding, Lodging, Local Conveyance etc.) for carrying out E&C activity and further handing over to customer. The quotation shall clearly indicate scope of work, likely duration of commissioning, pre-commissioning checklist (if any).
11. Wherever bidders require PAC (Project Authority Certificate)/applicable certificates for import of raw materials, components required for MNRE, DECC, EPCG Power Projects, Export Projects or other similar projects wherein supplies are eligible for customs duty benefits, lists and quantities of such items and their values (CIF) has to be mentioned in the offer. Prices must be quoted taking into account of such benefits.
12. Prices should be indicated in both figures & words. Bid should be free from correction/overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid will be rejected. Any typographical error, totalling mistakes, currency mistake, multiplication mistake, summing mistakes etc. observed in the price bids will be evaluated as per **Annexure III** "Guidelines for dealing with Discrepancy in Words & Figures – quoted in price bid" and BHEL decision will be final.
13. Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. However, scanned copy to be attached in E-Procurement System (EPS).

### **C. GUIDELINES FOR OFFER SUBMISSION:**

The under-mentioned clauses 1, 2 & 3 will not be applicable for EPS tenders.

1. Offers / Quotations must be dropped in tender box before 13.00 Hrs. on or before due date mentioned in RFQ. The offers are to be dropped in the proper slot of the Tender Box kept in our reception area with caption "CE, SC&PV, DEFENCE". Tenders

are opened on 3 days in a week (Monday/Wednesday/Friday). Tender must be deposited in the slot corresponding to the day (Monday - Box no.4/Wednesday - Box no. 6 /Friday - Box no.8) while depositing the offer.

2. E-Mail/ Internet/EDI offers received in time shall be considered only when such offers are complete in all respects. In case of offers received through E-mail, please send the offer to the email ID specified in the SCC document of the tender.
3. Offers of Vendors who already have a valid Technical/Commercial MOU with BHEL-EDN for the items of the RFQ shall mention the relevant MOU reference no. and give only such other details not covered in the MOU.
4. In cases where tender documents are bulky, or due to some reasons tender documents are required to be submitted by hand or through posts/couriers, the offers are to be handed over either of the two purchase officers whose names are mentioned in the SCC document of tender RFQ.
5. Tenders will be opened on due date, time and venue as indicated in the RFQ in the presence of bidders at the venue indicated in the RFQ. For EPS tenders, e-mail notifications will be automatically generated and forwarded to registered e-mail ID/s of bidders during opening of tenders.
6. Bidder will be solely responsible:
  - (a) For submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
  - (b) For submission of offers in the correct compartment of the tender box based on the day of due date (Monday/Wednesday/Friday). Please check before dropping your offer in the correct tender box.
  - (c) For depositing offers in proper sealed condition in the tender box. If the bidder drops the tender in the wrong tender box (or) if the tender document is handed over to the wrong person, BHEL will not be responsible for any such delays.
  - (d) For offers received through email etc., suppliers are fully responsible for lack of secrecy on information and ensuring timely receipt of such offers in the tender box before due date & time (This clause will not be applicable for EPS tenders).

The above indicated submission of Offers as mentioned in points 6(a) to 6(d) is applicable for tenders that are not floated through EPS.

- (e) In case of e-tender, all required documents should be uploaded before due date and time. Availability of power, internet connections, system/software requirements etc. will be the sole responsibility of the bidder. Wherever assistance is needed for submission of e-tenders, help-line numbers as available in the web-site of service provider of BHEL may be contacted.

**Purchase Executive/ BHEL shall not be responsible for any of the activities relating to submission of offer.**

#### **D. PROCESSING OF OFFERS RECEIVED:**

1. Any discount/ revised offer submitted by the supplier on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e.

Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder.

2. Changes in offers or Revised offers given after Part-I bid opening shall not be considered as a part of the original offer unless such changes/revisions are requested by BHEL. In case of withdrawal of any Technical/Commercial deviation(s) by the bidder before opening of price bids/conducting the Reverse Auction, revision of price/impact bid will not be accepted.
3. In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the supplier will not be allowed to change any of their bids after Technical bids are opened (after the due date and time of tender opening).
4. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions by BHEL and it accounts for price implications from bidders, all techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. Impact price will be applicable only for changes in technical specification / commercial conditions by BHEL. The impact price must be submitted on or before the cut-off date specified by BHEL and the original price bid and the price impact bid will be opened together at the time of price bid opening. Impact price means only for those which have been impacted by addition/deletion/changes in the technical specification or commercial conditions. The impact may be +/- incremental value of the currency in which originally quoted.
5. Un-opened bids (including price bids) will be returned to the respective bidders after release of Purchase order and order acknowledgement. Regarding Offers for EPS tenders that get rejected on PQC/ techno-commercial grounds, the bids for the subsequent parts will not be opened i.e., both technical bid and price bid (Parts-II & III) will not be opened in case of rejection on PQC ground and price bid (Part-II/Part-III, as applicable) will not be opened in case of rejection on techno-commercial ground.
6. After receipt of Purchase Order, supplier should submit required documents viz., specified drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report, O & M Manuals and/or any other relevant documents as per Specification/Purchase Order, as and when required by BHEL/Customer.
7. Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of Purchase Order, unless clarification is sought for by BHEL and agreed upon in the Purchase Order.
8. Evaluation shall be on the basis of delivered cost (i.e. "Total Cost to BHEL"), as per RFQ terms.  
"Total Cost to BHEL" shall include total basic cost, packing & forwarding charges, taxes and/or duties (as applicable), freight charges, taxes on Services, customs clearance charges for imported items, any other cost indicated by bidder for

execution of the contract and loading factors (for non-compliance to BHEL Standard Commercial Terms & Conditions). Benefits arising out of Nil Import Duty on DEEC, EPCG, MNRE projects, DFIA Projects, Physical Exports or such 100% exemptions (statutory benefits), project imports, customer reimbursements of statutory duties (like Basic Customs Duty and cess on customs duty), Input tax credits as applicable will also be taken into account for arriving at the Total cost to BHEL (wherever applicable and as indicated in SCC document of tender).

For EPS tenders, it shall be noted that the prices (including discounts) vis-a-vis currency quoted in EPS portal only will be considered as Final for the purpose of evaluation of the lowest bidder. Bidder shall ensure to indicate the applicable taxes against each line item in online portal, failing to which the same will be considered as inclusive/NIL.

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

9. For evaluation of offers in foreign currency, the exchange rate (TT selling rate of SBI) shall be taken as under:

Single part bids	:	Date of tender opening
Two/three part bids	:	Date of Part-I bid opening
Reverse Auction	:	Date of Part-I bid opening

In case of Performance Bank Guarantee (PBG) also, exchange rate will be considered as mentioned above for converting foreign currency to Indian currency and vice versa.

If the relevant day happens to be a bank holiday, then the exchange rate as on the previous working day of the bank (SBI) shall be taken.

10. Ranking (L-1, L-2 etc.) shall be done only for the techno-commercially acceptable offers and on basis of Evaluation of Total Cost to BHEL.

#### **E. INFORMATION ON PAYMENT TERMS:**

- All payments will be through Electronic Fund transfer (EFT). Vendor has to furnish necessary details as per BHEL standard format (**Refer Annexure IV**) for receiving all payments through NEFT. (Applicable for Indian vendors only).
- In case of High Sea Sales transaction, customs clearance of the consignment landed on Indian Sea/Air ports will be done by BHEL based on the original HSS documents provided by vendors. All warehousing charges due to delay in submission of complete and or correct HSS documents to BHEL will be to supplier's account only. Such recovery will be made out of any of the available bills (**Refer Annexure V**).
- Statutory deductions, if any, will be made and the deduction certificate shall be

issued.

A. 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.

In addition to the above, Foreign vendors shall also submit relevant details of their bankers like Swift Code, Banker's Name & Address etc.

B. TDS deduction as per section 51 of CGST Act, 2017 shall be applicable as per Gazette Notification No. 50/2018-Central Tax, Dated: 13th September 2018 and subsequent notification/s, as and when released by Govt. authorities.

4. Incomplete documentation will not be accepted. Delayed submission of invoice / documents may result in corresponding delay in payment. In this connection, request to also refer clause: G about invoicing & payment formalities under GST regime. Applicable documents shall be submitted to the purchaser at the time of execution of supplies/services for availing GST input credits.

#### **F. STANDARD PAYMENT TERMS OF BHEL-EDN:**

<b><u>PURCHASE ORDERS FOR:</u></b>	<b><u>SUPPLY WITH SERVICE(S)</u></b>	<b><u>SUPPLY ONLY</u></b>
<b><u>INDIGENOUS PROCUREMENT</u></b>	<p>a. 80% of basic supply value+100% taxes and freight charges will be paid with 45 days credit from the receipt of material at site or 15 days credit from the date of submission of complete set of documentation whichever is later.</p> <p>b. 10% of basic supply value will be paid on completion of I&amp;C against submission of supplementary invoice with proof of completion of I&amp;C along with I&amp;C charges (if Any)</p> <p>c. Balance 10% (retention money) against submission of supplementary invoice along with PBG valid for Warranty Period+ 3 months claim period from BHEL Consortium Bank</p> <p><b>d.I&amp;C/Supervision:</b> 100% on completion of I&amp;C/Supervision and certification line item wise on prorata basis with 15 days credit from the date of submission of complete set of documentation</p> <p><b>e.O&amp;M:</b> 100% O&amp;M Charges are payable as per RFQ terms against report certified by BHEL with 15 days credit from the date of submission of complete set of documentation</p>	<p>f. 100% of PO value with taxes and freight will be paid in 45 days from the date of dispatch or 15 days from the date of submission of complete set of documentation, whichever is later+ submission of PBG valid for warranty period +3 months claim period from BHEL consortium bank if applicable.</p>

	<p><u>Note:</u> In case PBG is not furnished, only 90% payment will be released against 100% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice &amp; Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.</p>	
<p><b><u>IMPORT PROCUREMENT</u></b></p>	<p>g. 80% of basic supply value(excluding I&amp;C charges) will be paid will be paid with 45 days credit against sight draft from the date of AWB/BOL on submission of complete set of documents as n PO.</p> <p>h. 10% of basic supply value will be paid on completion of I&amp;C against submission of supplementary invoice with proof of completion of I&amp;C along with I&amp;C charges (if Any)</p> <p>i. Balance 10% (retention money) against submission of supplementary invoice along with PBG valid for Warranty Period+ 3 months clam period from BHEL Consortium Bank</p> <p><u>Note:</u> In case PBG is not furnished, only 90% payment will be released against 100% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice &amp; Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.</p>	<p>j. 100% of PO value will be paid against sight draft with 45 days credit from the date of dispatch or 15 days credit from the date of submission of complete set of documents whichever is later + submission of PBG valid for Warranty period + 3months claim period from BHEL consortium bank if applicable.</p>
<p><b><u>HIGH-SEA SALES PROCUREMENT</u></b></p>	<p>k. 100% of basic value will be paid in 45 days from the date of signing of High Sea Sale agreement or 15 days from the date of submission of complete set of documentation, whichever is later</p> <p><u>Note:</u> In case PBG is not furnished, only 90% payment will be released against 100% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice &amp; Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.</p>	<p>l. 100% of basic value will be paid in 45 days from the date of signing of High Sea Sale agreement or 15 days from the date of submission of complete set of documentation, whichever is later.</p>

**1. Erection and Commissioning:**

**Evaluation methodology:** Unless and otherwise specified in SCC, E&C charges should not be less than 10% of the main supply value. In case the quoted total E&C value is less than 10% of the main supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price proportionally from all items and apportioning towards E&C charges.

**Payment term:** 100% E&C charges along with tax as applicable, will be paid in 15 days credit from the date of submission of supplementary invoice/documents against proof of completion of E&C.

**2. Erection Supervision and Commissioning:**

**Evaluation methodology:** Unless and otherwise specified in SCC, E&C charges should not be less than 5% of the main supply value. In case the quoted total E&C value is less than 5% of the main supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price proportionally from all items and apportioning towards E&C charges.

**Payment term:** 100% E&C charges along with tax as applicable, will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of E&C.

**3. Comprehensive Annual Maintenance Contract:**

**Evaluation methodology:** Unless and otherwise specified in SCC, CAMC will be applicable for a period of 04 years from the date of expiry of warranty period (or) from the date of completion of commissioning of equipment, whichever is later and the total CAMC value should not be less than 20% of the main supply value. In case the quoted total CAMC value is less than 20% of the main supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price proportionally from all items and apportioning towards CAMC charges.

**Payment terms:** 100% CAMC charges along with tax as applicable, will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of CAMC on quarterly basis.

**4. Terms of Payment for Training:** 100% payment will be made in 45 days from the date of completion of Training or 15 days from the date of submission of complete set of invoice along with documentary evidence, whichever is later.**LOADING FACTORS FOR DEVIATION IN PAYMENT TERMS (APPLICABLE FOR IMPORT PROCUREMENT ONLY):**

- (i) For offers received with Sight draft payment term in place of Usance draft, loading applicable will be 1.0% of basic value.
- (ii) For offers received with Letter of Credit payment term with Usance of 45 days, loading applicable will be 2.5% of basic value.



Additional loading of 2% will be applicable for payment term as Letter of Credit at Sight.

5. Any payment term with credit period of less than 45 days for indigenous supply/HSS and any other variation of payment terms are liable for rejection.
6. Standard payment terms indicated in Clauses: **F (a), (b), (c), (d), (e), (f), (g), (h), (i) & (j), (k), (l)** will not attract any loading.

**Note 1:** Basic value of Purchase Order mentioned above will include all components of the purchase order and will exclude only taxes, duties, freight, training charges, E&C and AMC charges (wherever applicable). Wherever the Purchase Order is split into import portion and indigenous portion of supply, minimum % to be quoted for Services, wherever mentioned, will be of both purchase order values put together.

**Note 2:** In case of multiple packages/units in a power plant, payment of E&C charges will be processed on pro-rata basis.

**Note 3:** No deviation will be permitted from the duration of Guarantee/Warranty and/or Comprehensive Annual Maintenance Contract period specified in SCC.

#### **G. Terms & Conditions to be complied under GST regime:**

1. All invoices to contain BHEL-EDN (buyer) GSTIN number: 29AAACB4146P1ZB. However, for CGST +SGST/UGST billing outside the state of Karnataka, invoice has to be generated with BHEL's Nodal Agency GSTIN number. Address of Nodal Agency along with GSTIN number will be provided by BHEL at the time of issuing dispatch clearance.
2. The Bidder shall mention Bidder's GSTIN number in all quotations and Invoices submitted.
3. The Bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
4. Invoice submitted should be in the format as specified under GST Laws viz., all details as mentioned in Invoice Rules like GST registration number(GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.
5. Payment of GST to Vendor will be made only if it is matching with data uploaded by the Vendor in GST portal.
6. For invoices paid on Reverse charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.
7. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/ leviable on BHEL.
8. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL

towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

9. Vendor should intimate BHEL immediately on the same date of invoicing without any delay.
10. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the calendar month notified by BHEL.
11. Bidders to note that Rules & Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities.

#### H. Performance bank guarantee (PBG):

Performance bank guarantee (PBG) will be applicable as called in the tender documents. Unless otherwise specified in the SCC, the PBG against performance of the contract shall be valid for a period of 24 months from the date of dispatch of goods + claim period of 03 months, for a value equal to 10 % of the basic value of the purchase order which will include all components of the purchase order and will exclude only taxes, duties, freight, training charges, E&C and AMC charges (wherever applicable).

1. The BG issued in Indian Rupees by Banks in India is to be executed on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Bank issuing the guarantee.
2. No deviation for the duration and value of PBG will be permitted.
3. PBG shall be from any of the BHEL consortium of bankers (**refer Annexure VI**).
4. PBGs from nationalized banks are also acceptable.
5. PBG should be sent directly by the bank to the dealing executive mentioned in the purchase order located at the address mentioned in the purchase order.
6. PBG should be in the format specified (**refer Annexure VII**). No deviation to this format will be allowed. However, in case BHEL changes the PBG format, bidder shall honor the same.
7. Bank Guarantee should be enforceable in Bangalore.
8. In Case of Bank Guarantees submitted by Foreign Vendors-
  - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in Bangalore.
  - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)