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Price Impact/ Discount/ Revised Price Bid shall be duly superscribed as:

“Price Impact / Discount/ Revised Price Bid (Part-II) (delete whichever is not applicable), Revision No. ___ against Tender Enquiry No. _____ dated ____”

- 2.2 After technical & commercial examination of the offers received and clarifications obtained (if required), Part-II (Revised Price Bid/ Original Price Bid along with Price Impact and Discount, if any) shall be opened, for which the date and time shall be intimated to technically and commercially acceptable bidders in case of public opening. BHEL may opt to finalise the prices through Reverse Auction amongst technically and commercially acceptable bidders. BHEL reserves the right to open the earlier price bids, if any, submitted by the bidder(s), if required.
- 2.3 No correspondence shall be entertained from the tenderers after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.
- 2.4 **Instructions regarding centralised tender room and tender opening:**
- a) Vendors are advised to submit the tenders in the tender box, containing Part-I & II offers in separate covers, preferably cloth lined envelopes should be used, properly marked before due date and time.
 - b) BHEL-EPD shall not accept any tender in torn condition and return the same to the courier immediately with the Stamping "Returned to Sender-Package Damaged". Offers in damaged condition will not be considered and no request for extension on this account will be considered.
 - c) Bidder's representative shall deposit the offer in tender box only.
 - d) Bidders shall be allowed in the tender room in area identified for bidders and only one/two authorized representative(s) from each bidder shall be allowed.
 - e) Bidder shall not be allowed to carry mobile/camera /laptop in the tender room. The same shall have to be deposited at security in advance and taken back after tender opening.
 - f) In case of two part bid system, bidder's representative(s), witnessing the tender opening shall have to sign on all the envelopes containing the price bids. Thereafter, all the price bid envelopes shall be put in a bigger envelope / box and the same shall be properly sealed. The sealed envelope / box shall have to be signed by the tender opening official(s) / committee of Purchaser and bidder's representatives.

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- g) Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down.
- h) Please ensure tender submission, minimum 1 hour before scheduled tender opening time.

Late tenders shall not be accepted.

2.5 Purchaser may negotiate the tender with L1 bidder after RA/ price bid opening.

2.6 MARKING ON ENVELOPES

2.6.1 Following shall be superscribed on the envelopes which shall be addressed by name and designation to the official inviting tender:

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

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

2.6.2 Both Parts - I & II shall be submitted in separate sealed covers duly superscribed as indicated above and shall be enclosed further in a main cover duly sealed and superscribed as:


"TENDER FOR _____ AGAINST TENDER ENQUIRY NO. _____ DUE ON _____ CONTAINING PART-I & PART-II BIDS"

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

2.7 BID SUBMISSION

2.7.1 Tenders shall be addressed to BHEL officials by name & designation and sent to the following address:

Tender Box at the reception of EPD,
Bharat Heavy Electricals Ltd.
ELECTROPORCELAINS DIVISION
Opp. IISc, PROF. C N R RAO CIRCLE ,
MALLESWARAM , BANGALORE - 560 012
Attention: 1) Mr.

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2) Mr.

- 2.7.2 Tenders can either be deposited in tender room in person or sent by Courier/Registered or Speed Post to the above mentioned address. It shall be bidders' responsibility to ensure that tenders are delivered latest by 14:00 hours (IST) of the enquiry due date.
- 2.7.3 Bidder can also submit offer through email, if called for in the enquiry, at the email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 14.00 hrs of the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail.
- 2.8 Tenders received after the Due Date and Time of submission as mentioned at 2.7.2 shall be rejected.
- 2.9 Name of vendor's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid as per ANNEXURE XVIII.
- 2.10 Unsolicited tenders will not be entertained.
- 2.11 **OFFER SUBMISSION IN E-PROCUREMENT**


Tenders shall be submitted in Two parts on or before the Due Date and time indicated on the portal as per the following instructions:

PART - I : Technical & Commercial bid

Comprising of following:

1. PQ qualification documents (Mandatory, if shown on portal)
2. Annexure-I to GCC (Mandatory)
3. General conditions of contract, GCC (Mandatory)
4. Special conditions of contract, SCC (Mandatory)
5. Technical offer, comprising of technical specification and other documents as asked in technical specifications e.g. drawings, test report etc. (Mandatory)
6. Annexure-III to GCC (Declaration about completeness of price) - (Mandatory)
7. Annexure-XII to GCC (Optional)

“NO DEVIATION CERTIFICATE” FOR COMMERCIAL TERMS AND

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CONDITIONS as per General Conditions of Contracts (GCC, Rev.01), Special Conditions of Contracts and RFQ in case of no deviations

8. Integrity Pact Agreement (Mandatory if shown on portal, not applicable otherwise)
9. Unpriced copy of Annexure-II, cost of withdrawal of deviation (Mandatory)
10. Supplier details as per detail annexure.

Any deviation not mentioned in un-priced copy of this format, but mentioned in the priced copy, shall not at all be accepted.

Bidder to note all the points mentioned in "Notes" of Annexure-II to GCC Rev.01.

Cost of withdrawal for the deviations, for which, the "Cost of withdrawal" is not specified, shall be taken as NIL.

The vendors shall be forced by the system to upload the above documents which are marked mandatory. The Annexure mentioned at Sl no 2, 6 & 7 (if applicable), above should be duly filled by the bidder and should be printed on their letter head before uploading.

PART - II: Price bid


Containing

1. Prices as per price format,
2. Cost of withdrawal of deviation as per Annexure-II, to be uploaded strictly as per Price Schedule of BHEL for complete scope of Tender Enquiry.

NOTE: Offers are liable to be rejected for changes made by vendors in the Price Schedule, except those specified in the unpriced bid and accepted by Purchaser.

The clause nos 2.6 & 2.7 above of this GCC shall not be applicable in case of eprocurement

- 3.0 In case of TURNKEY PACKAGES total **erection & commissioning charges** including service tax should be minimum 15% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.

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4.0 Authority of the person signing the tender on behalf of the tenderer:

A person signing the tender or any other document in respect of Order/Contract on behalf of the tenderer, without disclosing his authority to do so shall be deemed to warrant that he has the authority to bind the tenderer. If it is discovered at any time that the person so signing had no authority to 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 tenderer and hold such tenderer liable to Purchaser for all costs and damages arising from cancellation of the Order/Contract including any loss which Purchaser may sustain on account of such purchase.

Notes:


- a) Bids of Indian supplier shall be in Indian Rupee only.
- b) Bids of foreign suppliers shall preferably be in currency of the country of origin and on CPT/ CFR basis. In case of supplies from Indian origin, it shall be in INR on F.O.R BHEL EPD BANGALORE - 12.
- c) An authorized representative/ agent can represent only one bidder for the given package.

5.0 CLARIFICATIONS REQUIRED BY BIDDERS

Technical and commercial clarifications required before submission of the tender should be addressed to the official(s) inviting the tender. The bidders are requested to submit all their queries/clarifications by the date specified in the NIT after which it will be presumed that there are no queries/clarifications and BHEL will be under no obligation to reply queries/clarifications raised after the date.

6.0 DEVIATIONS - LISTING

- 6.1 Tenders shall be submitted strictly in accordance with the requirements of tender documents. In case of deviations from NIT, the tenderer shall give cost of withdrawal of such deviation in Sealed Cover as per Annexure-II.
- 6.2 If bidder insists for price variation clause (PVC) where NIT specifies Firm price, the offer should contain:-
 - a) PVC Formula
 - b) Ceiling for PVC
 - c) Base date and applicable indices for the base date.

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Open ended PVC formula is not acceptable. Indices shall be based on Government of India/ RBI publications/ IEEMA/ LME etc. However, BHEL reserves the right to accept/ reject the offer with PVC.

7.0 VALIDITY OF OFFER

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 revised price bid/ price impact or 120 days from Part-I opening, whichever is later.
- iii) Prices of Recommended Spares, O&M Spares and Mandatory Spares (wherever these are Optional items) shall be valid till two years from the date of PO.
- iv) Unit prices for scope addition/ deletion shall be valid till two years from the date of PO.
- v) Prices of optional items shall be valid till the contract period for placement of order.
- vi) Offers with shorter validity are liable to be rejected.


8.0 LANGUAGE & CORRECTIONS

- a) Tenderer shall quote the rates in Hindi/English language and international numerals only. Total Price shall be entered in figures as well as in words. For the purpose of tender, metric system of units shall be used.
- b) All entries in the tender shall either be typed or written legibly in ink. Cancellations, corrections, insertions, erasements, over-writing (if unavoidable) shall be authenticated with signature and seal by the bidder.

9.0 PRICE DISCREPANCY

Following shall be considered for evaluation and ordering for non-conformities/ errors/ discrepancies in price bid:

- (a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Purchaser there is an

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obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the Purchaser, the bid is liable to be ignored.


(e) Taxes and duties if not specified clearly as extra shall be considered as included in the basic price and, therefore, shall not be reimbursed.

10.0 TENDERER TO INFORM HIMSELF FULLY

10.1 Tenderer shall closely peruse all clauses, specifications & drawings etc. indicated in tender documents before quoting. In case of any doubt about meaning of any portion of tender specifications or discrepancies or omissions in drawings/tender document or clarifications regarding scope of work etc., tenderer shall contact the official(s) inviting the tender for clarifications, before submitting the offer.

10.2 Tenderer shall make independent enquiries as to conditions and circumstances affecting cost estimates, and possibility of executing supplies/works as described. Tenderer shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself as to the form and nature of the site, the quantities and materials necessary for completion of the work and means of transport and access to the site, the accommodation required, general labour position at site and to have quoted prices taking into consideration the risks, contingencies and other circumstances which may influence or affect execution of the Order/Contract.

10.3 It is the responsibility of tenderer to keep himself informed about all taxes & duties applicable on materials/services as prevailing at the time of tendering. If the rates assumed by tenderer are less than the tariff rates prevailing at the time of tendering, the tenderer will be himself responsible for such under quotations.

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11.0 ETHICS IN BUSINESS DEALINGS & FRAUD PREVENTION POLICY

11.1 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."

11.2 Integrity commitment, performance of the contract and punitive action thereof:

11.2.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.


11.2.2 Commitment by Bidder/ Supplier/ Contractor:

(a) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

(b) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

© The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions".

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12.0 INTEGRITY PACT

Vendors shall have to enter into Integrity Pact with BHEL if specified in NIT/ RFQ, failing which vendor's offer will be rejected (Refer Annexure-IX).


13.0 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 (priced format submitted along with the offer in case of e-procurement), 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. Nonsubmission 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 (priced format submitted along with the offer in case of e-procurement) 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 (priced format submitted along with the offer in case of e-procurement) 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)."

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14.0 REJECTION OF TENDER AND OTHER CONDITIONS

14.1 Acceptance of tender will rest with 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 the work amongst two or more tenderers (where E&C is not in tenderer's scope).
- c) To award the work in part. (where E&C is not in tenderer's scope).
- d) To increase or decrease the quantities.
- e) To reject any commercial or technical deviation given in offer.

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

14.3 Purchaser will not be bound by any power of attorney granted by tenderer or by changes in composition of the firm made subsequent to award of 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.

14.4 If tenderer deliberately gives wrong information, Purchaser reserves the right to reject such an offer at any stage or cancel the Order/Contract, if awarded, and forfeit the security deposit and bank guarantee.


15.0 DEVIATIONS FROM NIT

15.1 Deviations (Commercial as well as Technical) from NIT are generally not acceptable. In case of deviations from NIT, the tenderer shall give cost of withdrawal of such deviation in Sealed Cover as per Annexure-II.

16.0 Loading For Commercial Deviations (where cost of withdrawal not given)

16.1 For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII will apply.

17.0 Interest Rate for loading will be taken as 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.

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18.0 DISCOUNT

Discount offered by any bidder in the original price bid, 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 to optional prices also.

Discount offered shall be valid for full duration of offer validity.


Any conditional discount shall not be considered for evaluation.

19.0 EVALUATION CRITERIA

- 19.1 Evaluation of the tender 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, inter alia, Customs Duty and CENVAT/ VAT/ Service Tax/Entry Tax as applicable) and taking into consideration loadings, if any, and all available financial advantages.
- 19.2 Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.
- 19.3 Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Seller failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Seller's account.
- 19.4 The quoted CFR price shall be loaded by the following to arrive at the Delivered Cost:
- Import duty as applicable at the time of Part-II (Price) bid opening.
 - Terminal handing charges at destination & other charges & Inland freight will be loaded at 1% of CFR value.

20.0 FOREIGN SUPPLIERS & INDIAN AGENTS OF FOREIGN SUPPLIERS

Please refer 'Annexure-V' for guidelines.

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21.0 MICRO & SMALL & MEDIUM ENTERPRISES

Extant regulations of Govt. of India titled “Public Procurement Policy for Micro & Small Enterprises (MSE’s) Order dated 23.03.2012” will be applicable.

22.0 Authorisation for participation in EPS portal through DSC

E-Tender Participation requirements

Either Principal or authorised agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). You are advised to pls go through the FAQ available in the web portal

(<https://bheleps.buyjunction.in>). DSC shall be registered for the authorised person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally.

For foreign Principal


In case of Principal (being foreigner) they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage <http://www.cca.gov.in/cca/>

For Indian agent

In case of agents participating/registering their DSC (of authorised person), it will be at the sole authorisation of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.

DSC Authorisation


Pls intimate the authorised person name, Mail ID for registering DSC with us to participate in E-Tenders

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GENERAL COMMERCIAL TERMS & CONDITIONS

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1.0 ACCEPTANCE OF ORDER

Seller/Contractor should acknowledge and accept the LOI/ Purchase Order issued by BHEL within 7 days of its receipt. Seller/Contractor should examine the LOI/ Purchase Order immediately upon receipt and bring to the notice of BHEL, within 7 days of receipt, any discrepancy with regard to scope of work, rates, taxes & duties, agreed terms & conditions etc. for due rectification. If the Seller/Contractor fails to give such intimation / acceptance within seven days, the Seller/Contractor shall be deemed to have agreed to supply the stores as per LOI/ Purchase Order.

2.0 CONTRACT

Contract between Purchaser and Seller/Contractor is merely a contract and shall not be treated as partnership between the parties to the contract.

3.0 PRICES

Prices shall be for the entire scope of work in line with the tender documents and subsequent clarifications/confirmations.

4.0 TAXES AND DUTIES

4.1 EXCISE DUTY for Indigenous purchase

4.1.1 Seller/Contractor is required to ensure that excise duty including cess, if any, is quoted as per the existing tariff on the date of the offer and all benefits as per existing rules have been considered.

4.1.2 Excise duty actually incurred by Seller/Contractor on self-manufactured items shall be reimbursed against documentary evidence.

Excise duty paid by bidder on inputs, bought out items, raw materials and components consigned directly from sources other than Seller/Contractor's factory/works shall be included by the bidder in the quoted ceiling amount of excise duty and the same shall be payable extra at actuals limited to the ceiling amount.

4.1.3 If excise duty is paid under protest or dispute, it shall not be reimbursed till the dispute is settled. If the Seller/Contractor claims/obtains any refund of the excise duty paid, the same shall be refunded to the Purchaser immediately

4.1.4 Invoice cum Excise duty gate pass (Excise Invoice) should contain the name of the ultimate consignee as per Order/Contract/ Special Conditions of Contract.