

BHEL-EPD

**GENERAL CONDITIONS OF
CONTRACTS (GCC) VOLUME –IA**

PART – I: NOTICE INVITING TENDER

PART – II: DEFINITIONS

PART – III: INSTRUCTIONS TO BIDDERS

PART – IV: GENERAL COMMERCIAL TERMS & CONDITIONS

**BHARAT HEAVY ELECTRICALS LIMITED
ELECTROPORCELAINS DIVISION**

BANGALORE – 560 012

PROCEDURE FOR SUBMISSION OF SEALED TENDERS

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

AGM/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.

(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

Delivery period shall be 3 months from the date of CAT-A drawing approval.

Drawings shall be submitted within two weeks from the date of PO placement.

(E) Terms of Payment

30 days credit after receipt & acceptance of material at BHEL-EPD Stores subject to submission of PBG. Site modification charges will be paid on certification basis.

(F) Performance Bank Guarantee (PBG)

PBG of 10% of material value (basic value) to be submitted by successful vendor before dispatch valid for a period of 24 months from the date receipt of material at EPD along with claim period of 3 months from the date of validity period of PBG.

(G) Loading

Interest @ 16.75% 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.

(H) Testing & Inspection

Inspection of the materials will be conducted by BHEL either on its receipt at BHEL or at vendor's place. In case of pre-dispatch inspection one week prior notice has to be given by the vendor for deployment of BHEL's personnel. BHEL reserves the right to review the quality plan of the manufacturer and access to process data of the manufacturer. All necessary test & calibration certificates should accompany supply.

(I) Late Delivery Charges

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

(J) Guarantee Period

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.

(P) Company Profile

Parties should be registered with the concerned excise & sales tax authorities and should quote relevant registration no. The copies of the same must be enclosed in the offer. Audited financial results of previous 2 financial years should be furnished.

(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.

NOTE:-

- **BHEL reserves the right to go for Online Seal Bid & Reverse Auction.**

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.

(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 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 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.