

**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:

**GM/MM&LC**

**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. Material to be supplied as per specification EP-WEX-DCS/2013-14 and drg no MS 21011, MS21012 & MS 21013.
- Insulators- 3 nos for each DCS will be supplied by BHEL.

**(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 shall be within 20 days from the date of PO.

**(E) Terms of Payment**

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

**(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% (SBI PLR rate+2%) 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.

**(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**

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.

**(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:-**

- 1) As it is the first batch being manufactured & also it is required urgently, close monitoring & co-ordination is required for successful execution of contract. Hence offers will be preferred from vendors who are situated in & around the Bangalore.***
- 2) The order quantity will be splited in the ratio of 60:40 between L1 & L2 vendors subject to acceptance of L1 price. If L2 vendor does not agree, full quantity will go to L1 vendor.***

**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 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.

**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 dully 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-E	
8	Performance Bank Guarantee	APPLICABLE AS PER NIT CLAUSE-F	
9	Late Delivery	APPLICABLE AS PER NIT CLAUSE-I	
10	Risk purchase clause	APPLICABLE AS PER NIT CLASE-K	
11	Capacity/capability to execute this job	AS PER VENDOR CAPACITY	
12	Delivery period	APPLICABLE AS PER NIT CLAUSE-D	
13	Offer validity	APPLICABLE AS PER NIT CLAUSE-O	
14	Guarantee Period	APPLICABLE AS PER NIT CLAUSE-J	
15	Tax and Duty Structure	EXCISE DUTY %	
		E C	
		CESS%	
		CENTRAL SALES TAX%	
		VAT %	
		ANY OTHER	

**SIGNATURE OF THE TENDERER WITH SEAL**