

## **General Terms and Conditions for e-procurement:**

Quotations through e-procurement mode only are invited for the items mentioned in the enquiry. Offers will be evaluated online through e-Procurement System only. Bidders shall submit their response online only on e-Procurement platform at <https://bheleps.buyjunction.in>.

### **NOTES:**

- 1. OFFERS RECEIVED THROUGH E-PROCUREMENT MODE SHALL ONLY BE CONSIDERED.**
- 2. NO OTHER MODE OF OFFER SUBMISSION ACCEPTABLE.**
- 3. OFFERS RECEIVED THROUGH ANY OTHER MODE WILL NOT BE CONSIDERED.**

Foreign and indigenous vendors participating through open tenders/limited tender (Through E-procurement system) will necessarily have to buy Class-III digital certificates (DSCs) issued by certifying agencies in India.

Procedure of obtaining DSCs can be down loaded from Important Links on link [http://www.bhel.com/tender/tender\\_home.php](http://www.bhel.com/tender/tender_home.php) or may be obtain from concern executive through email request.

Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal only. However this tender may be finalized through online Reverse Auction. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.

In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk mjunction Services Ltd. at 033-6601 1717 or BHEL representative. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

**Please refer attached PROCESS FLOW for submitting offer through e-procurement system. This document is for reference purpose only and shall not be submitted by vendor along with their offer.**

1. Bid submission time: up to 02:00 PM of the due date of opening
2. Bid opening time: 03:00 PM on the same day.

## Annexure-A

### Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION) (Page No. 1 of 4)

1. This Tender is floated on TWO–BID System.
  - A. Tenderers are requested to submit their Offers in TWO-BID basis, viz.
    - a. Part I ... Technical and Un-Priced Commercial Bid
    - b. Part II ... Price Bid
  - B Both the above Bids are to be submitted (or to be made available) before 14.00 hours (Indian Time) on Tender Due Date, as detailed under Para 3 below. **Tenders received after 14.00 Hrs. on the Tender Due Date, shall not be taken into consideration, irrespective of the mode of dispatch.**
2. Above Bids (Part I and Part II) are to be submitted in sealed-covers as detailed below:

#### **A. Technical and Un-Priced Commercial Bid:**

a. Shall contain complete Scope of Supply with all Technical details, Specifications, Delivery Schedule, Delivery Terms, Payment Terms, Offer Validity, Taxes & Duties and other Commercial Terms & Conditions.

(Also please refer Clause No. 5 – General).

b. Price columns are to be strictly filled-in only as 'QUOTED':

Enq. SL. No.	BHEL Matl. Code / Description of Material	Quantity with Unit Name	Unit Rate Rs.	Total Price Rs.
..	..	..	<b>QUOTED</b>	<b>QUOTED</b>

c. Shall contain Point-wise confirmation for all Enquiry Clause Nos., TDC Clause Nos., and other attachments, if any.

d. If any deviation is taken on Technical and / or Commercial points, the same shall be clearly highlighted in the Offer with Enquiry Clause No(s). and its attachments. Otherwise, it shall be construed by BHEL that the Tenderer is complying with all Enquiry Clauses in full.

e. Any request for modification / change of Technical / Commercial points shall be entertained only before they are frozen.

#### **B. Price Bid:**

a. Shall contain following details **only**:

Enq. Sl. No.	BHEL Matl. Code / Description of Material.	Quantity with Unit Name	Unit Rate Rs.	Total Price Rs.

b. Wherever required / possible, Break-up-Price details are to be furnished.

c. This Bid shall NOT contain any Technical and/or Commercial Conditions. (If indicated, such terms shall not be taken into consideration).

## Annexure-A

### Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION) (Page No. 2 of 4)

#### 3. Details for submitting the Offer:

##### A. Cover No.1 – Technical and Un-Priced Commercial Bid:

- a. Put the Technical & Un-Priced Commercial Bid inside Cover No.1 seal it.
- b. Mark Cover No.1:  
“Part-I – TECHNICAL and UN-PRICED COMMERCIAL BID”  
Tender No., Tender Date, Tender Due date, Address of Tenderer.

##### B. Cover No.2 -- Price Bid:

- a. Put the Price Bid inside Cover No.2 and seal it.
- b. Mark Cover No.2 :  
“Part-II - PRICE BID”  
Tender No., Tender Date, Tender Due date, Address of Tenderer.

##### C. Cover No.3 -- Techno-Commercial Bid & Price Bid:

- a. Put Cover No. 1 and 2 inside Cover No.3 and seal it.
- b. Mark Cover No. 3, with Tender No., Tender Date, Tender Due date, Address of Tenderer.
- c. Address the Cover No.3, to ::  
Purchase Executive,  
BHEL/SSTP,  
Tiruchirapalli-620014, INDIA.

#### 4. Tender Opening:

A. On the Tender Due Date, Technical and Un-Priced Commercial Bid (Ref: 1.A.a. and 3.A. above), shall alone be opened, at the pre-fixed time, in presence of Responded Tenderers / their Authorized Representative, who may like to be present for Tender opening.

B. Clarifications / Confirmations, if any, required by BHEL for Technical / Commercial evaluation, shall be sought from Bidders before opening the Price Bid.

C. Price Bid of Technically suitable Bidders alone shall be opened, on a pre-determined date and time, in presence of the Responded Tenderers / their Authorized Representative, who may like to be present for such opening.

#### 5. General:

A. Incomplete Offers shall be liable for rejection.

B. Fixed Price: Bidder shall quote only Fixed Rate / Price and not subject to any escalation whatsoever during the period of Bid Validity and execution of Purchase Order. Any Bid with adjustable or price variation clause shall be treated as ‘Non-Responsive’ and liable for rejection. Prices shall be written both in numbers and words. In the event of any difference, the price in words shall be valid and binding. Unit Rate shall only be considered as correct and valid, which shall be taken for further consideration.

## Annexure-A

### Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION) (Page No. 3 of 4)

C. Taxes and Duties: All Taxes / Duties, if any, payable extra over and above the quoted rate, shall be specifically indicated in the Un-Priced Bid, failing which the quoted rates shall be considered as '**all inclusive**'.

Offer shall carry clear details of Excise Tariff Heading No. and applicable Rate of ED / ST (along with Rate of Cess, if any).

D. Validity of Offer: Offer shall be kept valid for acceptance for a period of 90 days (ninety days) from the date of opening of the Technical & Un-Priced Bid.

E. Terms of Payment: Refer annexure B.

F. Liquidated Damages, Risk Purchase and Warranty: Refer annexure B

G. Evaluation of the Offers shall be on the basis of 'To-Door Cost at SSTP' (NET Cash outflow to BHEL)

H. "BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders are to give their acceptance 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.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue."

I. **In case BHEL decides NOT to resort for RA, Price Bids and Price-Impacts, if any, already submitted by Bidder and available with BHEL, shall be opened, as detailed under Point 4 above.**

J. **Information and General Terms and Conditions governing RA, are detailed below**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

## Annexure-A

### Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)

(Page No. 4 of 4)

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as *per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

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**Annexure – B.**  
**LOADING CRITERIA FOR DEVIATIONS**

Vendor Code:	Vendor Name:	
Tender No.:	Tender Date:	Tender Due Date:

<b>IMPORTANT NOTE TO SUPPLIERS:</b>	
<b>If materials are receivable at Stores/ Trichy <u>without PBG</u></b>	Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials.
<b>If materials are receivable at Stores/ Trichy <u>with PBG</u></b>	Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials and against 10% PBG valid for the warranty period.
<b>Any deviation in the above payment term will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of Techno-commercial bid opening) + 6% will be loaded for the period of relaxation sought by bidders.</b>	

<b>Payment through bank</b>	Payment through Bank is not preferred. In case of Payment through Bank is opted by Supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of Goods to Site/Stores with Consignee copy attached. In this case Loading will be 3% on the offered value. <b>Offers of indigenous Suppliers with payment terms as LC/Advance Payment are liable for rejection.</b>
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<b>Liquidated Damages / Penalty</b>
<p>a. Liquidated damages shall be 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.</p> <p>b. For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.</p> <p>c. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</p>

<b>Guarantee / Warranty Period</b>
Normally No deviation permitted and the deviated offers are liable for rejection.

<b>Performance Bank Guarantee(if applicable)</b>
Normally No deviation permitted and the deviated offers are liable for rejection.

BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.
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**Annexure – C.**  
**Commercial Conditions**

Vendor Code:	Vendor Name:	
Tender No.:	Tender Date:	Tender Due Date:

Sl. No.	Commercial Terms	Accepted	If Not accepted, give details
C 1.	<u>Delivery Terms</u> : Free delivery at BHEL/SSTP Stores. (including Packing, Forwarding, Freight and Insurance charges)		
C 2.	<u>Payment term</u> : 100% direct payment after 45 days from the date of receipt and acceptance of materials		
C 3.	Liquidated damages @ ½% per week subject to maximum of 10% of the order value shall be applicable for delay in deliveries		
C 4.	<u>Delivery</u> : <u>indicate no. of weeks</u>		
C 5.	<u>Validity of Offer</u> - 90 Days from the Date of Tender Opening.		
C 6.	<u>Guarantee certificate</u> : shall cover total period of 18 months from date of dispatch or 12 months from the date of actual usage of the material whichever is earlier		
C 7.	Acceptance Of Terms & Conditions		
C 8.	<u>Erection and Commissioning (if applicable)</u> :Erection / commissioning charges if any has to be mentioned in the offer or else it will be assumed that Erection/ commissioning will be done at free of cost		
C 9.	Acceptance for the REVERSE AUCTION ( if BHEL decides to go in for reverse auction auction)		

C 10.	a. Excise Duty Tariff Heading	
	b. Excise Duty (%)	
C 11.	a. TVNAT (%)	
	b. CST (%)	
	Other Cost (if any) - % (or) Rs.	
C 12.	If Micro/Small/Medium Industry , please furnish a copy of MSM Certificate & Latest CA certificate	MSM No. :

Remarks, if any (attach additional sheet, if required) :

**KINDLY PROVIDE FOLLOWING INFORMATION, IN CASE OF REVERSE AUCTION TO BE CONDUCTED**

**NAME OF THE PERSON:**

MOBILE NO. :

LANDLINE NO. :

FAX NO. :

EMAIL ID :

Signature with Date	Seal

**Annexure - D**

**SCHEDULE OF TECHNICAL DEVIATION**

TENDER ENQUIRY NO. \_\_\_\_\_ DTD. \_\_\_\_\_

The following are the deviations/ variations exception from the Technical Specifications:

SL.NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITIONS	STATEMENT OF DEVIATION

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Technical Specifications, If there is NIL deviation, even then the format to be filled as NIL DEVIATION.

Note: Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

All deviations must be mentioned in this format only. Deviation(s) to terms mentioned elsewhere will not be considered.

Signature of the authorised representative of

Place: .....

Date: .....

Bidder's name:.....

Designation:.....

Company Seal:.....

**Annexure - E**  
**SCHEDULE OF COMMERCIAL DEVIATION**

TENDER ENQUIRY NO. \_\_\_\_\_ DTD. \_\_\_\_\_

The following are the deviations/ variations exception from General Terms and Conditions:

SL.NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITIONS	STATEMENT OF DEVIATION

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.

If there is NIL deviation, even then the format to be filled as NIL DEVIATION.

Note : Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

Signature of the authorised representative of

Place: .....

Date: .....

Bidder's name:.....

Designation:.....

Company Seal:.....

**Annexure - F**

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S .....  
(hereinafter referred to as 'company') having its registered office at ... ..  
..... is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part-II) .....  
dtd:....., Category: ..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 : Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
Rs.....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of Rs.....  
.....Lacs for .....Micro / Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is .....  
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant