

## Notice Inviting Tender

### 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:

**HOD/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.
- The supplier has to quote for all the items & will be evaluated overall landed cost to BHEL for complete package.

#### **(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 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).

Vendor has to mount 2 nos. of transformers in a single enclosure. Overall dimension will be 1000mmx1350mmx750mm (approx).

#### **(D) Delivery Period**

**The material shall be delivered within 03 months from the date of PURCHASE ORDER. Vendor shall submit the drawings within 15 days from the date of PO.**

#### **(E) Terms of Payment**

**45 days credit after receipt & acceptance of material at BHEL-EPD Stores.**

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### **(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 @ (SBI PLR+6%) 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.

**Vendor also needs to raise the inspection call to witness the supplies before dispatch. Vendor has to depute representative for testing & commissioning at site within one month on information from BHEL.**

### **(I) Late Delivery Charges / Penalty 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 30 months from the date of receipt of material at site.**

### **(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.

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### **(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.

### **(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.

## **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 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 total landed cost basis i.e. supply plus commissioning charges if any. **Evaluation will be done on overall package wise.**

- 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.

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**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:

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**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:

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**ANNEXURE 'K'**

**Essential Criteria of offer(to be submitted by vendor after dully filled up with offer)**

ADDRESS OF THE FIRM:

<b><u>SL.NO</u></b>	<b><u>PARAMETER</u></b>	<b><u>BHEL SPEC/REQUIREMENT</u></b>	<b><u>VENDOR OFFER</u></b>
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, BANGALORE-12.	
7	Payment terms	APPLICABLE AS PER NIT	
8	LATE DELIVERY PANELTY	APPLICABLE AS PER NIT	
9	Delivery period	APPLICABLE AS PER NIT	
10	Guarantee Period	APPLICABLE AS PER NIT	
11	Offer validity	APPLICABLE AS PER NIT	
12	PBG	APPLICABLE AS PER NIT	
13	Tax and Duty Structure	EXCISE DUTY %	
		E C CESS%	
		CENTRAL SALES TAX%	
		VAT %	
		ANY OTHER	

**SIGNATURE OF THE TENDERER WITH SEAL**

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**THE BELOW THIRD PARTY NON DISCLOSURE AGREEMENT IS MANDATORY TO SUBMIT ALONG WITH BID.**

**THIRD PARTY NON-DISCLOSURE AGREEMENT**

I,-----on behalf of the -----(Name of company),acknowledge that the information received or generated,directly or indirectly,while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable,and therefore:

I warrant and agree as follows:

I,or any other personnel employed or engaged by our company,agree not to disclose,directly or indirectly,any information related to the BHEL.Without restricting the generality of the foregoing,it is agreed that we will not disclose such information consisting but not necessarily limited to:

Technical information:methods drawings,processes,formulae,compositions,systems techniques, inventions,computer programs/data/configuration and research projects.

Business information: Customer lists, projects , schedules, pricing data estimates, financial or marketing data.

On conclusion of contract ,I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given in the nature of the business carried on by the BHEL.I agree that this agreement shall be governed by and construed in accordance with the laws of the country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at-----this -----day of -----20-----

Name

Company

Signature

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### **GENERAL TERMS AND CONDITIONS FOR RFQ**

(If not otherwise mentioned in the RFQ text)

1. Technical details, specifications, brand names, trademarks, patent No. etc., must be mentioned. Samples, catalogues, leaflet, if any should be sent along with your quotation. Products with I.S.I. certification will be preferred.
2. Materials offered should be of best quality and correct to our specification/ drawing. Offers not conforming to these shall be rejected.
3. Quoted Rate shall be firm & on delivery term F.O.R. BHEL-EPD, Stores Bangalore basis after allowing maximum discounts. Rates quoted should remain firm till completion of order. No revision in prices will be entertained once the tenders are opened.
4. 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 component must be mentioned, wherever applicable, in order to avail MODVAT ED or VAT will be reimbursed only if the relevant valid documents are furnished
5. Vendor must mention the earliest delivery schedule in line with the delivery requirement. Delayed delivery schedule may not be acceptable. Quantity variation, if any, is to be clearly mentioned in the quote. Validity of the offer should be clearly mentioned other wise 45 days normally or any specific date mentioned by BHEL will be considered.
6. Offers will be evaluated on "Net Cost to BHEL" basis for each line item after considering all the cost components as listed in point no 3 and 4 above and 7 below and any other as applicable.
7. Vendor's offer is liable to be loaded with applicable cost components in case of commercial terms offered by vendors have deviations with respect to Delivery term against point no 3 above and payment terms against point no 11 below. Freight rate, Insurance rate will be loaded as per respective BHEL contract in case of deviation against Delivery term. In case of payment term, the commercial borrowing rate will be loaded for the differential period. In case of any other deviation factor, the loading will be as per BHEL estimate or the highest offer received for the said factor.
8. The lowest bidder is eligible to get the full qty if capacity and delivery requirements permit.
9. Normally post-tender negotiation is discouraged. However, it may be held with lowest bidder only under special circumstances.
10. If Excise Duty is applicable please give the assessment heading number. ECC of vendor must be mentioned.
11. Our payment is 30 days credit from the date of receipt for the accepted materials through NEFT. Only offers agreeable to this term will be preferred. Any payment term that is technically treated as advance is normally discouraged and may call for equivalent Bank guarantee. For indigenous vendor, Letter of credit payment is not permissible. Bank charges, if any, will be to supplier's account.
12. Materials supplied will be subject to inspection at our end with reference to specification mentioned in the order/drawing. Rejected materials should be replaced/lifted within 15 days of intimation at vendor's cost.
13. Quantities mentioned are only approximate and are subjected to variation at the time of placing the order. Please ensure that your quotation hold good for any fluctuation in quantities.
14. Company has the right to accept or reject the lowest or any tender in part or full without assigning any reason whatsoever, BHEL reserves the right to allow the Public Enterprises Price /Purchase Preference facility as admissible under the existing policy.
15. Quotations will be opened at 2.30 p.m. on the due date in the presence of tenderers who may like to be present. BHEL reserves the right to alter the due date/time in case of receipt of insufficient offers or any other reasons deemed valid. BHEL also reserves the right to re-float the tenders with or without opening the received offers under the same circumstances.
16. If lowest bidder backs out, fresh tendering will be done with or without this lowest bidder as deemed appropriate by BHEL
17. Any disputes arising out of this shall be referred to the Sole arbitration of Head of Unit/ EPD, BHEL Bangalore or any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore.
18. All suits in respect of this lie in the court of Bangalore only.
19. Customers to a BHEL may also visit and Approve Product without obligation. Please note any Approval/Acceptance by BHEL, Customer does not absolve the vendor from the responsibility to supply, conforming product.
20. Please Note: All Vendors particularly in the State of Karnataka have to be registered under VAT and the 11 Digit 'TIN NO.' should be mentioned in the offer, failing which their offer will be summarily rejected. All supply bills in case of orders should have TIN IDENTIFICATION NO. CST NO & E SUGAM NO should also be mentioned, ECC NO., PAN NO OF THE VENDOR ALSO IS MANDATORY.
21. BHEL reserves the right to take appropriate measures against any vendor if found indulging in any unethical practice like cartel formation.
22. "MSE SUPPLIERS CAN AVAIL THE INTENDED BENEFITS ONLY IF THEY SUBMIT ALONG WITH OFFER, ATTESTED COPIES OF EITHER EM II CERTIFICATE HAVING DEEMED VALIDITY (TWO YEARS FROM THE DATE OF ISSUE OF ACKNOWLEDGEMENT IN EM - II) OR VALID NSIC CERTIFICATE OR EM II CERTIFICATE ALONG WITH CA CERTIFICATE (FORMAT ENCLOSED AS PER ANNEXURE - I) APPLICABLE FOR THE YEAR, CERTIFYING QUANTUM OF INVESTMENT IN PLANT AND MACHINERY WITH IN THE PERMISSIBLE LIMIT AS PER THE ACT FOR RELEVANT STATUS (MICRO, MEDIUM OR SMALL) DATE WHERE THE DEEMED VALIDITY OF EM II IS OVER. DATA TO BE RECKONED FOR DETERMINING

OF SUCH DOCUMENTS WILL LEAD TO CONSIDERATION OF THEIR BIDS AT PAR WITH OTHER BIDDERS AND MSE STATUS OF SUCH SUPPLIERS SHALL BE SHIFTED TO NON MSE SUPPLIER TILL THE SUPPLIER SUBMITS THESE DOCUMENTS"

IN CASE L1 VENDOR IS NOT A MICRO & SMALL ENTERPRISE, 15% PURCHASE PREFERENCE WILL BE GIVEN TO THE OTHER M&SE FOR ORDERING UPTO 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."

- 23) IN COMPARITIVE STATEMENT RANKING OF THE VENDORS FOUND EQUAL (L1) MORE THAN ONE VENDOR IN ALL TERMS THEN THE FACTOR WILL BE APPLIED AS FOLLOWS: A) THE QTY. WILL BE DIVIDED EQUALLY or B) IF QTY. IS NOT POSSIBLE TO DIVIDE THEN WE MAY ASK ALL L1 VENDOR TO GIVE MAXIMUM DISCOUNT OR WE WILL GO FOR LOTTERY METHOD TO GET ONE L1 VENDOR & DECIDE ACCORDINGLY.

- 24) Disclaimer:

Important: All information contained herein is confidential and not to be disclosed to parties not specified herein.