

TENDER ENQUIRY

No. 1706077

Supply, fixing and laying permanently colour coated Aluminium False Ceiling of approved colour with stove enamel finish for 1 X 800MW Wanakbori, Project, Gujarat Site on 'F.O.R.' Destination basis

TECHNICAL BID - VOLUME- I

VOLUME-I CONSISTS OF:

- ❖ Notice Inviting Tender,
- ❖ Volume-I A - Technical Conditions of Contract (TCC),
- ❖ Volume- I B - General Conditions of the Contract (GCC),
- ❖ Volume- I C - Techno-Commercial Compliance sheet,
- ❖ Volume- I D - Technical Specification & Design Criteria

VOLUME-II CONSISTS OF:

- ❖ Volume-II - Price Bid



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345-KINGSWAY, NAGPUR-440 001

Tender No: 1706077	Description: Aluminium False Ceiling
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Tender No: **1706077**Description: **Aluminium False Ceiling****TENDER****Volume – IA: Technical Bid**E - Tender No: **1706077** Date **19-12-2017** comprising of following:

I. <u>Salient Details of Notice Inviting Tender (NIT)</u>		
S. No.	Issue	Description
1.	Description	Supply, fixing and laying permanently colour coated Aluminium False Ceiling of approved colour with stove enamel finish for 1 X 800MW Wanakbori, Project, Gujarat Site on 'F.O.R.' Destination basis.
2.	E - Tender No	1706077
3.	Details of Tender Document	
3.1	Volume _I A	Technical Bid – (Pre-Qualification Criteria & Technical Specification)
3.2	Volume _I B	General Conditions of the Contract (GCC)
3.3	Volume _I C	Techno-Commercial- Compliance
3.4	Volume _I D	Technical Specifications & design criteria
3.5	Volume _II	Price Schedule
4.	Issue of Tender Documents	From BHEL website (www.bhel.com) (Tender documents will be available for downloading from BHEL website till due date of submission)
5.	Due Date Of Offer Submission	Date: 29-12-2017 Time: 15:00 hrs (Bidders are requested to visit website to view corrigendum/ addenda/ amendments/ extension/ modification to PQ etc in the form of TCN before submitting offer).
6.	Opening of Tender (Techno-Commercial Bid)	Date : 29-12-2017 Time : 15:15 Hrs
7.	Cost of Tender	Not Applicable
8.	Schedule Of Pre-Bid Discussion	Not Applicable
9.	Last Date of Seeking Clarification	27-12-2017 <i>Along with soft version also, addressing to undersigned & to others as per contact address given below.</i>

I. Salient Details of Notice Inviting Tender (NIT)

10.	Integrity Pact & Details of Independent External Monitor (IEM)	Not Applicable
11.	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum(s) and not in the newspapers. Bidders to keep themselves updated with all such information.

Notes:

- 1.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained. Unsolicited discounts shall not be considered for evaluation.**

2.0 Procedure for Submission of Offer**i. Submission of Tender :**

- A. Bidder has to submit their offer through E-mail at said email ids only. The e-mail shall be addressed to following mail ids
- I. anilkyadav@bhel.in
 - II. kabhi@bhel.in
 - III. gopalt@bhel.in
 - IV. prchiwarkar@bhel.in
- B. Bidder shall submit only the following two documents (separately) through Email on or before the due date & time:
- a. "No Deviation Certificate" as their acceptance to all terms and conditions of the tender,
 - b. Password Protected Price Bid as per the format given in Volume II 'Price Bid'.
 - c. VOLUME -IA-Technical Bid duly signed by authorized representative.
 - d. VOLUME -IB GCC duly signed by authorized representative.
 - e. VOLUME -IC-Techno-Commercial-Compliance (each page of the excel workbook to be filled and duly signed by authorized representative).
 - f. VOLUME- ID (Technical Specifications & design criteria) duly signed by authorized representative.
- C. Duly signed and stamped Password Protected Price bid shall be submitted in one of the following method and send by email on or before the due date indicated above in Sl v of NIT. Password of the protected file shall be declared by the bidder upon specific request of BHEL at the specified time to be informed later.
- a. Password Protected pdf file in Adobe Reader version 8.0 or lesser
 - b. Password Protected WinRAR
 - c. Password Protected WinZip

- d. Protect Document by Encrypt with Password option in MS Word 2007 or Word 2010
 - e. Protect Document by Encrypt with Password option in MS Excel 2007 or Excel 2010.
- 3.0 BHEL reserve the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD). However, BHEL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.
- 4.0 Bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 5.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 6.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else BHEL's interpretation shall prevail.
- 7.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD, if any.
- 8.0 Tenders must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in SCC, will be governed by GCC.
- 9.0 Price submitted shall be valid for (a) 3 (three) Months from the date of opening of technical bid for the finalization of the tendering processes and (b) till the supply of full quantity of cement against MDCC's (Material Dispatch Clearance Certificate) issued by BHEL site within the validity of the purchase order. Price Variation Clause (PVC) is not applicable against this tender enquiry.
- 10.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

11.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

12.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid – Volume - II
- d. Techno-Comm – Compliance – Volume - I C
- e. Technical Conditions of Contract (TCC) - Volume- I A
- f. General Conditions of Contract (GCC) - Volume- I B

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

For BHARAT HEAVY ELECTRICALS LTD
(AGM Pur)

II. IMPORTANT INFORMATIONS

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR through email only.

Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

- ❖ AGM Purchase, Email id: prchiwarkar@bhel.in. Ph: +91 - 712 - 3048633
- ❖ Sr. Engineer Purchase, Email id: kabhi@bhel.in , Ph: +91 - 712 - 3048704
- ❖ Sr. Engineer Purchase, Email: sk@bhel.in, Ph: +91 - 712 - 3048635
- ❖ Dy. Engineer Purchase, Email: arti.hote@bhel.in, Ph: 91 - 712 - 3048636

1. Guidelines for Suspension of Business Dealings with Suppliers/ Contractors

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

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

1.1 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.

1.2 Commitment by Bidder/ Supplier/ Contractor:

1.2.1 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.

1.2.2 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.

1.2.3 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.

Suspension of Business Dealings

- ❖ It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format' etc may undergo change from time to time and the latest one shall be followed.

- ❖ The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification - List of Banned Firms).
- ❖ Abridged version of the extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on www.bhel.com on "supplier registration page" at the following link:
http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf

2. All Statutory Requirements as applicable for this project shall be complied with

3. BHEL Fraud Prevention Policy

"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 so on as it comes to their notice."

4. The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to take part in future tenders of BHEL

5. Performance Bank Guarantee

Where ever so required, the Supplier shall arrange to provide a Performance bank guarantee (PBG). The indigenous suppliers have to provide the PBG from any one of the Nationalized Banks, listed in the tender terms. However, the PBG shall be confirmed by any of the Bankers listed by us. The PBG shall guarantee the performance of the equipment / materials / items supplied and shall cover the guarantee period. The PBG shall have a claim period of 3 months in addition to the guarantee period. In the event of failure of the supplies made within the guarantee period, BHEL would encash the entire PBG. The PBG shall be for a value of 10% of the Purchase order.

The supplier (/s) has to get the PBG format (pre-printed) from BHEL and get the same stamped by the Banker. Change of PBG terms either by the supplier's Banker or by the supplier, after servicing of the order is not acceptable. Similarly, PBG prepared by the supplier (typed by them) will also not be acceptable to BHEL. The pre-printed form issued by BHEL shall be used for making the PBG.

Acceptance of Bank Guarantee (BG) / Performance Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below:

➤ **Nationalised Banks Nationalised Banks**

- ❖ Allahabad bank
- ❖ Andhra bank
- ❖ Bank of Baroda
- ❖ Canara Bank
- ❖ Corporation bank
- ❖ Central bank

- ❖ Indian Bank
- ❖ Indian Oversea Bank
- ❖ Oriental bank of Commerce
- ❖ Punjab National Bank
- ❖ Punjab & Sindh Bank
- ❖ State Bank of India
- ❖ State Bank of Hyderabad
- ❖ Syndicate Bank
- ❖ State Bank of Travancore
- ❖ UCO Bank
- ❖ Union Bank of India
- ❖ United Bank of India
- ❖ Vijaya Bank

➤ **Public Sector Banks**

- ❖ IDBI

➤ **Foreign banks**

- ❖ CITI Bank N.A
- ❖ Deutsche Bank AG
- ❖ The Hongkong and Shanghai Banking Corporation Limited
- ❖ Standard Chartered Bank
- ❖ J P Morgan

➤ **Private Banks**

- ❖ Axis Bank
- ❖ The Federal Bank Limited
- ❖ HDFC
- ❖ Kotak Mahindra Bank
- ❖ ICICI
- ❖ Indusind Bank
- ❖ Yes Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra
- c. Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank

Note: "Bank Guarantees issued by Co-operative Banks are not acceptable".

- d. This PBG clause is a general clause and valid wherever BG (Bank Guarantee) / PBG (Performance Bank Guarantee) / CEBG (Contract Execution Bank Guarantee) is applicable

6. Reverse Auction Terms & Conditions

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, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA (*as per format enclosed in Vol-IC Techno-*

commercial Compliance). 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. Non-submission 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 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 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).

As a reminder to the bidders, system will flash following message (in RED color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

7. MSE Vendors:

Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees (as in SI No 1 viii of NIT) and Earnest Money deposit (EMD) (as in SI No 1 vii of NIT)

To avail this benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefits only if they submit along with offer, attested copies of either **EM II** certificate having deemed validity (5 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 **MSE Annex** of NIT "Important Information") applicable for the year, certifying quantum of investment in plant & machinery within the permissible limits as per the act for relevant status (Micro or Small) where the deemed validity will be the last date of technical bid submission.

Note: Non submission of said documents by bidders will lead to consideration of their bids at par with other bidders in terms of EMD & cost of tender.

III. MSE Annex**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 on date _____ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (Le. 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 _____ Lakhs

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 _____ Lakhs

The above investment of Rs _____ Lakhs is within permissible limit of Rs _____ Lakhs 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 5.0. 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

IV. Pre-Qualification Criteria (PQR):

Bidder shall essentially meet all the Qualifying Requirements as cited below:-

A Technical

Bidder should have the experience of supplying as below & meet either A.1 or A.2 or A.3 :-

A.1) Bidder should have executed supply (i.e. Supply and Installation / Supply) for '**Aluminium False Ceiling**' of value **Rs. 33 Lakhs** in single Purchase Order, at any Power Plant or other infrastructure project or any other customer in last two years as on the latest date of submission of tender.

OR

A.2) Bidder should have executed supply (i.e. Supply and Installation / Supply) for '**Aluminium False Ceiling**' of **cumulative** value **Rs. 13 Lakhs** in maximum of **02 Purchase Orders**, at any Power Plant or other infrastructure project or any other customer in last two years as on the latest date of submission of tender.

OR

A.3) Bidder should have executed supply (i.e. Supply and Installation / Supply) for '**Aluminium False Ceiling**' of **cumulative** value **Rs. 08 Lakhs** in maximum of **03 Purchase Orders**, at any Power Plant or other infrastructure project or any other customer in last two years as on the latest date of submission of tender.

B Financial Turnover

Bidders must have achieved an average annual financial turnover (Audited) of **Rs. 49 Lakhs** or more, over the last three Financial Years (FY) i.e. '2014-2015, 2015-2016 & 2016-2017.

C Customer Approval

- ❖ The names of those bidders who stand qualified subsequent to the compliance of criteria A to B of above shall be forwarded to customer for their approval.
- ❖ The Price Bids of bidders who are approved by customer shall be opened and considered for further evaluation.

D Price Bid Opening

- ❖ Price bids of those bidders who stand qualified subsequent to the compliance of PQR criteria A, B and C shall be opened.

Explanatory Notes for PQR

- i. To satisfy QR – A qualification requirement, bidder shall furnish Purchase Order and proof of supply against the same Purchase Order. 'Supplying' in QR - A means bidder should have delivered the material. Bidder shall submit the relevant documents against the above PQRs inclusive of Purchase order (wherein PO no., date, PO Value etc. is legible) along with proof of supply (i.e. - Completion Certificate/ Copy of Invoices / LR Copies/ Store Receipt Vouchers/ Payment Advice/TDS etc.) in the respective attachments in their offer in support of PQR.
- ii. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover QR above along with all annexures.
- iii. In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover QR above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three
- iv. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant
- v. Consortium bidding is not allowed
- vi. Subsequent to the satisfactory fulfillment of all the above cited criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.
- vii. **Credentials furnished by the bidder against "PRE QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected and BHEL reserves the right to initiate any further action as per its internal guidelines.**

V. Techno – Commercial Terms and Conditions:**A. Part - I**

1. **Scope of Work:-** Supply, fixing and laying permanently colour coated aluminium false ceiling of approved colour with stove enamel finish of approved make in LINEAR and SQUARE type with corrosion resistance aluminium alloys panels of minimum thickness 0.5mm including 50mm thick mineral wool insulation (as per IS:8183) bound in polythene bags on top of panels. Additional hangers and height adjustment clips shall be provided for return air grills, light fixtures. A.C. ducts etc. suitable M.S. channel (minimum MC 75) grid 1200 c/c maximum shall also be provided above the false ceiling level for movement of personnel to facilitate maintenance of lighting fixtures, AC ducts etc. The work to be complete as per specifications, drawings and direction of engineer. (Materials for structural platform grid for movement made up of MS Channels/ Beams / Angles shall be supplied by BHEL and shall be paid under ST No 2301).
2. Bidder must quote as per the **Scope of Work** considering labour, material, equipment, transportation, handling, suspension system etc at any level as per specification, drawings and as directed by engineer - in – charge.
3. Technical details are provided along with this tender in a separate document titled “**Volume-ID- Technical Specifications & design criteria**”.
4. Product quoted by the bidder must meet the technical specification mentioned herewith. Bidder must submit the required compliance by filling the relevant cells against the requirement as per Volume-IC-Techno-Commercial Checklist.

B. Part – II**1. Total Requirement:**

- **Aluminium False Ceiling - 3204 Sq. Mtr.**

2. Ordering Quantity Tolerance - $\pm 30\%$ of tendered quantity.

3. **Delivery Term: FOR destination**, Wanakbori Gujarat

4. Tenders beyond the scheduled due time cannot be submitted by the bidders.

5. Offer must be submitted in **Two-Part Bid only** i.e. techno-commercial bid and price bid separately. Single bid offer shall be liable for rejection.

6. No Consortium bidding is allowed for the subject tender.

7. Part offer shall be rejected i.e. bidder must quote for the total quantity for each item as per Enquiry.

8. **Price:** Bidders should quote the prices as specified in the Volume – II - Price Bid

9. Evaluation criteria:

9.1 Price bids of the techno-commercially acceptable offers shall be opened for Price Evaluation.

9.2 Tenders will be evaluated on the basis of delivered cost, i.e. total cost to the BHEL, taking into consideration loadings, if any, and all available financial advantages, including those available from Owner, taxation authorities etc. (i.e. Credit of GST).

10. Bidder shall fill the rates only in the Price format given by BHEL in Volume - II. Other papers or documents inscribing the rates of material shall be liable for rejection.

11. **Payment Terms:-** Only error free invoices shall be considered for payment processing. If required, supplier shall also submit Commercial invoice.

a) 85% F.O.R. price excluding GST (on 100% F.O.R value) shall be released within 30 days after receipt & acceptance of material at site and submission of invoices along with complete set of requisite documents to Wanakbori Site, Gujarat:-

- i. Original GST compliant Invoice (1 Original + 2 copies)
- ii. Original Test Certificate - 2 Copies
- iii. Quality inspection report - 2 Copies
- iv. Copy of Transit Insurance Dispatch Declaration Form
- v. Warrantee Certificate

b) Applicable GST (on 100% F.O.R value) shall be released upon compliance of following documents:

- i. Vendor declaring such Invoice in their GSTR-1
- ii. Confirmation of payment of GST thereon by vendor by submitting acknowledgement/copy of GSTR-3
- iii. Aforesaid GST payment is subject to receipt of goods and tax invoice by BHEL thereof

c) Balance 15% payment shall be released within 30 days on submission of the following documents:

- i. Copy of Invoice with Delivery challan
- ii. Site Receipt Voucher

iii. Performance Bank Guarantee (PBG - confirmed by Issuing bank)*

*Bank guarantee from any of the consortium Banks of BHEL for 5% of total basic value to be submitted in prescribed format within 30 days from date of completion of supply. The PBG shall be valid up to end of the warranty period with additional claim period of 3 months after warranty. All charges for establishing, confirmation and amending the BGs, if necessary, shall be to Vendor's account.

For indigenous suppliers, if the documents are routed through Bank, then all bank charges will be to vendor's account.

Paying Authority shall be BHEL General Manager, 1x800 MW, GSECL Wanakbori Unit 8 TPS, Wanakbori, Dist-Kheda, Gujarat

12. **Liquidated Damages (LD)** shall be 0.5% per week or part thereof the total value of undelivered portion of the material (excluding components of taxes, duties & freight) for which Material Dispatch Clearance Certificate (MDCC) has been issued by BHEL subject to a maximum of 10% of the total order value.

In case bidder is not accepting the penalty clause for delayed supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder during price bid evaluation.

13. Firm Basic Price has to be quoted inclusive of all Testing, Inspection, and Service charges etc. Basic price is firm till supply completion against the Purchase order.

14. Freight shall be included in the basic price of material upto the destination site and shall be inclusive of GST, if any.

15. **Transit Insurance** from supplier's works/warehouse to BHEL site stores shall be arranged by BHEL. Upon dispatch of material supplier has to immediately intimate underwriter of BHEL failing which transit loss if any would be borne by supplier.

16. **Payment Term Loading**: For any deviation sought in Payment terms by bidder w.r.t. payment term, following loading shall be followed during evaluation of price bids:

Base rate of State Bank of India (SBI) (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%; shall be considered for loading for the period of relaxation sought by bidders.

17. **Validity of Price**: Price quoted shall be valid for : -

(a) 03 (three) Months from the date of opening of technical bid for the finalization of the tendering processes

And

(b) till the supply of full quantity within the validity of the purchase order and subsequent delivery extension, if any.

Note: Price Variation Clause (PVC) is not applicable against this tender enquiry.

18. **Dispatch Modality:-** By Road. Supplier shall supply till the destination site. Proper care should be taken so that damage is not done to material in terms of scratch, shear or any kind of indentation.
19. **Material Warrantee/ Workmanship Guarantee:-** Free replacement of whole material in case of notification of defect in material within the period of 12 months from *installation* date.
20. **Pre Dispatch Inspection:-** If required, BHEL will carry out pre-dispatch inspection at Supplier's work by BHEL/TPIA Quality Engineer. Supplier shall intimate about the call for inspection.
21. Documents required with materials for unloading at destination
- (a) Duplicate for transporter copy of Invoice
 - (b) LR copy
 - (c) Gate pass
 - (d) Test Certificate
 - (e) Quality inspection report
- Note:-** Additionally one full set photocopy of all the above documents must also be submitted.
22. **Unloading of materials:** Unloading of the materials is in the scope of BHEL. However Demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on suppliers accounts only. Prior despatch clearance shall be obtained from site.
23. **Rights of BHEL:** - BHEL does not guarantee ordering of any specific quantity. BHEL reserves the right to negotiate or re-float the tender if the lowest offered price is not found competitive.
24. **Short Closure:** BHEL may short close the contract at any stage without assigning any reasons.
25. **Test Certificate:** Test Certificate and Quality inspection report should be as per specification (normally 2 copies) and extra if demanded by BHEL without any extra cost.

VI. DELIVERY SCHEDULE

The contract is to be completed tentatively within 03 months from the date of PO (subject to inputs/clearance from BHEL). Supplier shall submit drawings, obtain approval and get the samples inspected /approved (*inline with Volume-ID - Technical Specification & Design Criteria*) within 25 days from date of PO (subject to inputs/clearance from BHEL).

Supplies shall be delivered to site within 15-20 days from date of MDCC.

Delivery is the essence of the contract for BHEL. Offer deviating delivery schedule may be liable for rejection.

LD for supplies shall be calculated based on above time schedule in-line with Clause of LD mentioned in tender.

Delivery condition: -

- Material shall be packed in such a manner so as to prevent damage in ordinary handling and transport.
- Proper packing and dunnage is to be ensured. Loading shall be done over wooden logs placed above trailer bed to facilitate easy unloading.
- Each package must be suitably marked with a tag for identification as given below: (legibly written on the packet)
 - i. BHEL's Purchase Order Number
 - ii. Project Name