



## INSTRUCTIONS TO BIDDERS

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## 1.0 GENERAL INSTRUCTIONS

- 1.1 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon in the deviation sheets by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

Integrity Pact (IP) will be applicable for all tenders/ contracts valuing more than Rs. 50 crores. This Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with techno – commercial bid, duly signed by the authorized signatory who signs the bid. Only those vendors/ bidders who have entered into such an Integrity Pact with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

- 1.2 All commercial terms and conditions except price should be submitted as part of techno-commercial offer which may be opened first. The price part (Part-II) is to be submitted in a separate sealed cover along with techno-commercial offer (Part-I). Purchaser reserves the right to open both the parts at the same time.
- 1.3 A declaration as per **Annexure III** must be sent before opening of Price Bids.

## 2.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS

- 2.1 Tenders shall be submitted in **two parts** as described below on or before the due date by **2 p.m.**

### **PART - I : TECHNO-COMMERCIAL BID**

Containing Technical offer, Annexure-I & II, Commercial Terms & Conditions and Unpriced Copy of Price Bid, in five (5) sets.

### **PART-II : PRICE BID**

Containing Prices, to be submitted in Two sets strictly as per enclosed Price Schedule Format (One original + one copy of the original), for complete scope of the Tender Enquiry.



**NOTE:** Any changes in the specified price format, if made, other than those specified and accepted in the unpriced format, the offer is liable to be rejected.

- 2.1.1 PART-I (techno-commercial bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of tenderers who may like to attend.

Incomplete offers are liable to be rejected. Purchaser reserves the right to open both the parts i.e. Part-I and Part-II together.

- 2.1.2 PART-II containing prices shall be submitted along with Part-I, but in a separate sealed cover.

Any corrections/amendments shall be properly and fully authenticated. If not done so, the offer is liable to be rejected.

- 2.1.3 In case it becomes necessary for the tenderer to make any changes in his original price bid (Part-II) on account of technical/commercial confirmations/clarifications, against the changes raised by the purchaser, to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted. Revised price bid only if requested by the purchaser shall be submitted, in a separate sealed cover. Impact/discount/revised price bid shall be duly super scribed as:

**DISCOUNT/IMPACT /REVISED PRICE BID (PART-II) (DELETE  
WHICHEVER IS NOT APPLICABLE) , REVISION NO \_\_\_\_\_ AGAINST  
TENDER ENQ. NO. \_\_\_\_\_ DATED  
\_\_\_\_\_”.**

- 2.1.4 However if any bidder on his own offers price discount or reduce prices . The same would be acceptable. Other bidders in such a case would also be informed and can submit reduced prices, if so desired by them. No price increase is acceptable till the validity of offer.

- 2.2 After the tenders have been technically & commercially examined and the necessary clarifications etc. obtained, Part-II containing FINAL REVISED PRICE BID, if submitted, otherwise, the original Price Bid along with price impact and discount, if any, shall be opened, for which the date and time shall be intimated to the technically and commercially acceptable tenderers only, in case of public opening.

**NOTE :** BHEL also reserves the right to open the earlier price bids, if any, submitted by the bidders, if required.

- 2.3 No correspondence shall be entertained from the tenderers after the opening of Part-II (Price bid) of the tender.



2.4 Not more than two representatives will be permitted to be present for the tender opening.

2.5 Purchaser may negotiate the tender, if the quoted rates/terms are found to be unreasonable or in the unacceptable range.

## 2.6 MARKING ON ENVELOPES

2.6.1 The following shall be superscribed on the envelopes which shall be addressed to the Official inviting Tenders, by name & designation.

**PART-I** : 1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION  
2. DUE DATE FOR OPENING  
3. "TECHNO-COMMERCIAL BID".

**PART II** : 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION  
2. DUE DATE FOR OPENING  
3. "PRICE BID".

2.6.1a Impact/discount through e-mail or letter without proper superscription on the envelope is not acceptable.

2.6.2 Both Parts - I & II shall be submitted in separate sealed covers duly superscribed as indicated above and shall be enclosed further in a **main cover** duly sealed and superscribed as :

"TENDER FOR \_\_\_\_\_ AGAINST TENDER ENQ. NO.  
\_\_\_\_\_ DUE ON \_\_\_\_\_  
**CONTAINING PART-I & PART-II BIDS**".

2.6.3 Envelope not marked with tender enquiry number is liable to be ignored and may not be opened.

## 2.7 BID SUBMISSION

2.7.1 The tenders shall be addressed to the official inviting Tenders by name and designation and sent at the following address :

**Bharat Heavy Electricals Ltd.  
Project Engineering Management  
Project Group-I/II,  
PPEI BUILDING, HRD & ESI COMPLEX,  
PLOT NO. 25, SECTOR – 16A,  
NOIDA – 201 301 ( UP )**

**Attention: Mr.**

**TEL. NO. 0120-4368500 ( 15 LINES )  
FAX NOS. :0120- 4329045 (GM-PG I)**

**0120-4329026 (GM-PG II)**



2.7.2 Tenders can either be delivered in person or sent at the above mentioned address by **COURIER/REGISTERED POST**, to the official inviting tender(s). It shall be the responsibility of the bidder to ensure that the tender is delivered in time as tenders received after the **Due Date** and **Time** of submission are liable to be rejected.

2.8 Unsolicited tenders shall not be entertained.

2.9 Order/Contract when finalised will be issued in the name of the successful bidder only and consideration for change of name during tender evaluation and after submission of the tender is subject to the discretion of BHEL /Owner.

3.0 **PART-I (TECHNO-COMMERCIAL BID) - CONTENTS & CHECKLIST**

3.1 The tender shall be submitted in specified number of copies in separate sections for main equipment, recommended spares, etc., as per scope defined.

3.2 Technical offer for main equipment shall contain :

a) Technical specifications/write-ups.

b) Scope of supply & bill of material.

c) Catalogues, literature & drawings/data sheets and P&ID with terminals marked up.

d) Schedule of commissioning spares and mandatory spares (to be given separately) giving only description of each item and quantity, **as per given format if any**.

e) Optional items as per BHEL price schedule format.

f) Recommended list of spare parts for three years operation as applicable.

g) Schedule of supervision for erection & commissioning services, if required.

h) Schedule of maintenance/erection tools and tackles covered in the scope of supply as per BHEL price schedule format.

i) Guarantee offered for the capacity of the system/equipment, auxiliary power consumption & consumables like chemicals etc. as applicable.

j) Listing of technical deviations

k) Listing of exceptions & assumptions



- l) Services and materials to be provided by the purchaser.
- m) Names of main sub-vendors/contractors.
- n) Quality plans.
- o) All other details/documents as listed in tender documents.
- 3.3 Commercial offer shall contain :
- a) Agreed terms & conditions (Annexure-II).
- b) Listing of Commercial Deviations, if any w.r.t. GCC & SCC.
- c) Unpriced copy of the Price Bid (Part-II), indicating the BOQ as per the Technical Specifications.
- d) Delivery schedules
- e) Validity of offer
- 4.0 **PART II (PRICE BID) - CONTENTS AND CHECK LIST**
- 4.1 The BEST offer with FIRM prices (or with PVC as specified in NIT) in the given **PRICE SCHEDULE FORMAT** shall be submitted in specified number of copies in separate sections for main equipment, O&M spares and supervision of erection and commissioning offer, as per scope defined.
- 4.2 In case any bidder insists for price variation clause ( PVC where NIT specifies firm price) the offer should contain :-
- a/ PVC Formula
- b/ Ceiling for PVC.
- c/ Base date and applicable indices for base date.
- Open ended PVC formula is not acceptable. Indices shall be based on Government of India/RBI publications / IEEMA/LME etc. However, BHEL reserves the right to accept/reject the offer with PVC.
- 4.3 Price Bid for MAIN EQUIPMENT shall cover basic equipment price including packing with excise duty, sales tax, freight etc, as per format enclosed.
- 4.4 Price Bid for recommended spares shall cover Item-wise Ex-works including packing rate and total value, excise duty, sales tax, freight, etc. as per format enclosed.



4.5 Offer for supervision of erection & commissioning/offer for E&C shall cover the following (if applicable):-

- a) Scope of work.
- b) Schedule of tools & plants, civil work, consumables, control & instrumentation, manpower requirement (to be provided by the purchaser in case of supervision offer).
- c) Supervision charges on man-day basis and total period in man-months of supervision required, indicating services and facilities to be provided by the tenderer.

OR

Erection and commissioning lump sum charges/unit-wise charges for elements of Main equipment as applicable.

**Note** – The total Erection and commissioning charges should be minimum 10% of the total quoted price of the package failing which break up of prices shall be adjusted accordingly for evaluation & ordering.

4.6 **Authority of person signing the tender on behalf of the tenderer :**

A person signing the tender or any other document in respect of the Order/Contract on behalf of the tenderer, without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the tenderer. If it is discovered at any time that the person so signing had no authority to do so, the purchaser may, without prejudice to any other right or remedy, cancel the Order/Contract and make or authorise the purchase of the stores at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the Order/Contract including any loss which the purchaser may sustain on account of such purchase.

**Notes**

- a) All bids of Indian origin shall be in Indian Rupees only.
- b) All bids of foreign suppliers shall be preferably in the currency of the country of origin and shall be on FOB basis. Details of Shipping arrangements shall be included in the Order/Contract by purchaser.
- c) The authorized representative / agent can only represent one bidder for the given package.

5.0 **CLARIFICATIONS REQUIRED BY BIDDERS**

Technical and commercial clarifications required, if any, before submission of tender, should be given separately in duplicate addressed to the official inviting the tenders.



## 6.0 TECHNICAL SPECIFICATIONS

6.1 The tenderer is advised to study the technical specifications, schedules and data sheets carefully and submit all required information in his tender including scope of supply, bill of materials etc.

## 6.2 CATALOGUES AND LITERATURES

The tenderer shall submit detailed catalogues, literatures, drawings, technical write-ups, etc., on all equipments offered in the tender, along with each copy of Techno-Commercial Bid.

## 7.0 DEVIATIONS - LISTING

7.1 Tenders shall be submitted strictly in accordance with the requirements of tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately. Technical deviations and Commercial deviations shall be furnished in separate sheets under the headings “**TECHNICAL DEVIATIONS**” and “**COMMERCIAL DEVIATIONS**” respectively, along with reasons for taking such deviations. Deviation(s) mentioned elsewhere but not included in the Schedule of Deviations as above, shall not be accepted.

7.2 Deviations from the specifications, will not ordinarily be allowed. In case the tenderer offers an alternative/nearest equivalent equipment/specifications, the alternate offer shall be submitted by the tenderer in a separate sealed cover. The tenderer shall guarantee the performance of the store(s) for the same conditions and ensure as specified in the technical specifications.

## 8.0 ASSUMPTIONS - LISTING

If the tenderer has made any assumptions while making technical offer, the same shall be listed separately under the heading “**ASSUMPTIONS**”.

## 9.0 DELIVERY/COMPLETION SCHEDULE

9.1 **ZERO DATE** : The date of LOI/Order/Contract whichever is earlier shall be treated as the Zero Date for contractual purpose.

## 9.2 DELIVERY PERIOD & PACKING OF MATERIAL

9.2.1 The delivery of Plant/Equipment/Stores as per scope of the Order/Contract shall be quoted by the bidders as per N.I.T.

9.3 **In case of E & C packages** the completion of Erection & Commissioning including successful completion of Performance Guarantee



(PG)/Demonstration Test(s), as per scope of the Order/Contract shall be quoted by the bidders as per N.I.T.

9.4 In case of long lead time and involving more than one consignment, delivery schedule quoted shall be for sequential supplies as per erection & commissioning requirements.

9.5 **The mandatory and recommended spares shall not be packed along with the main equipment and shall be packed separately.**

#### 10.0 **STORAGE INSTRUCTIONS**

The successful tenderer shall be required to submit detailed instructions for storage of supplies within three (3) months of the date of award of the LOA/Order/Contract.

#### 11.0 **VALIDITY OF OFFER**

Offer shall be submitted with following validity periods :

- i/ Original offer shall be valid for six months from part-I opening.
- ii/ If revised price/impact is being asked the validity of the same shall be two months from the date of price bid opening.
- iii/ Valid till successful completion of contract for Recommended spares and  
Mandatory Spares (wherever it is optional item).
- iv/ Unit prices for scope addition/deletion: to be kept valid till successful Completion of contract.

**NOTE** : a) Discount offered, if any, shall be for the full duration of validity. Offers of shorter validity or discount for shorter duration are liable to be rejected.

**b) Any conditional discount shall not be considered for evaluation and ordering.**

#### 12.0 **LANGUAGE & CORRECTIONS**

- a/ The tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
- b/ All entries in the tender shall either be typed or written legibly in ink.



Erasure and over-writings are not permitted and may render such tenders liable for rejection.

- c/ Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
- d/ All cancellations and insertions shall be duly attested by the tenderer.

### 13.0 CHANGE OF TERMS & CONDITIONS/PRICE

- 13.1 Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the tenderer over others, may result in rejection of the tender.
- 13.2 Under no circumstances, tenderer shall alter his quoted Prices/Rates during the validity period after tenders have been opened. Any tenderer who does so, resulting into re-calling of tenders by the purchaser or additional expenditure to the purchaser, shall run the risk of being black-listed by the purchaser, who reserves the right to recover the damages resulting therefrom.

### 14.0 TENDERER TO INFORM HIMSELF FULLY

- 14.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tender, for clarifications, before submission of the tender.
- 14.2 The tenderer shall make independent enquiries as to the conditions and circumstances affecting his tender estimates and to the possibility of executing the supplies/works as described. In assessing the tender, the tenderer shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself (as far as practicable) as to the form and nature of the site, the quantities and materials necessary for the completion of the work and the means of transport and access to the site, the accommodation he may require, the general labour position at the site and to have quoted his prices taking into consideration, the risks, contingencies and other circumstances which may influence or affect the execution of the Order/Contract.
- 14.3 It is the responsibility of the tenderer to keep himself informed of the correct rates of customs and other duties and taxes leviable for the materials/services as prevailing at the time of tendering. If the rates assumed by the tenderer are less than the tariff rates prevailing at the time



of tendering, the tenderer will be himself responsible for such under quotations.

**15.0 REVERSE AUCTION –**

BHEL/PEM reserve the right to go for reverse auction by BHEL appointed service provider instead of opening the submitted sealed bid which will be decided after techno-commercial evaluation.

**16.0 INTEGRITY PACT:-**

The vendors shall have to enter into an Integrity Pact in case the order value is more than Rs. 50 crores ( Refer annexure XI )

**17.0 REJECTION OF TENDER AND OTHER CONDITIONS**

17.1 BHEL/PEM reserve the right to reject any bidder if the past performance is found unsatisfactory.

17.2 The acceptance of tender will rest with the purchaser and does not bind him to accept the lowest or any tender and reserves to itself full rights for the following without assigning any reasons, whatsoever :

- a) to reject any or all the tenders.
- b) to split up the work amongst two or more tenderers. (Applicable for the contract where E&C is not in the scope of tenderers)
- c) to award the work in part. (Applicable for the contract where E&C is not in the scope of tenderers)
- d) to increase or decrease the quantities.
- e) To reject any commercial or technical deviation given in offer.

17.3 Standard pre-printed conditions of the tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

17.4 Purchaser will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the award of the Order/Contract. Purchaser may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Seller/Contractor concerned.



17.5 If the tenderer deliberately gives wrong information in his tender, purchaser reserves the right to reject such a tender at any stage or to cancel the Order/Contract, if awarded and **forfeit** the security deposit and Bank Guarantee.

#### 18.0 **FOREIGN BIDDERS**

18.1 Quotations/offers shall be submitted by the Principals themselves and not by their Indian agents/representatives. In exceptional cases, however, due to any constraint, if the Principals are unable to submit the Quotations/offers themselves, they should give an undertaking that Quotation/offer shall be submitted by their Indian agent/representative (specifying the name and address) and that they will be responsible for all commitments made by such Indian agent/representative and all such commitments shall be fully honoured by them.

18.2 Foreign bidders quoting directly, who have Indian agents/representatives providing service facilities in India should note the following before submitting the offer :

18.2.1 Tenderers will be required to indicate the name and address of the agent/associate/representative in India.

18.2.2 Foreign Bidders are required to quote FOB price inclusive of the amount of agency commission/remuneration etc. payable to the Indian agent/associate/representative. The amount payable to the Indian agent as mentioned above, should also be indicated separately. The foreign bidder is required to submit his offer duly signed, directly to the official inviting the tenders.

18.2.3 The Indian agent's commission/remuneration finally payable to the Indian agent/associate/representative in terms of the agreement and as indicated in the offer shall be paid only after successful completion of the Order/Contract, in Indian rupees converted by applying the rate of exchange ( TT selling rate of State Bank of India ) prevailing on the date of the price bid opening or the date of L/C negotiations whichever is lower. The above shall not be subject to any further exchange variation.

18.2.4 Foreign bidders are required to indicate percentage and the specific value on which Indian agent's commission/remuneration is to be computed and the rate of exchange taken for this purpose, while submitting the bid.

18.2.5 In the event of breach or default on the part of the principal/manufacture to disclose the agent/associate/ representative in India, the foreign bidder/principal/ manufacturer will be liable for banning of business, for this tender as well as subsequent tenders.



18.2.6 The Quotation/offer shall, in addition to the other details, include the following information :

- i/ The precise relationship between the foreign bidder and the agent.
- ii/ Mutual interest between the foreign bidder and the Indian agent/ associate/representative being in the business with each other.
- iii/ Any payment the Indian agent/associate/ or representative receives in India or abroad from the principal/manufacturer over and above the agency commission/remuneration given above, whether it is as a commission/ remuneration for the contract/enquiry or as a general retainer fee.
- iv/ Details of the services that will be rendered by Indian agent/associate/representative whether of general nature or in relation to the particular contract/ enquiry.
- v/ Permanent income tax account number of the Indian agent/associate/ representative.
- vi/ Income tax account number of the foreign bidder.

## 19.0 **LOADING FOR DEVIATIONS & TENDER EVALUATION**

### 19.1 **LOADING FOR DEVIATIONS**

19.1.1 Deviations (Commercial as well as Technical) from the Tender Specifications are generally not acceptable. However, if any deviation is considered by the Purchaser, the same shall be loaded for comparison, while evaluating the offer.

19.1.2 Loading/loading criteria in respect of the deviation(s), shall be as specified in part-B of this GCC. If a bidder unconditionally withdraws any deviation before Price Bid opening, the same shall not be loaded.

19.1.3 Interest Rate for loading other than specified in Annexure - X will be taken as double the Prime Landing Rate of State Bank of India ( prevailing on the date of NIT ) plus 2% for Administrative Charges.

**19.1.4 In case of deviation from BHEL G.C.C., the tenderer shall separately quote the price for withdrawal of such deviations in Sealed Cover.**



## 20.0 PRICE DISCREPANCY

The following shall be considered for evaluation and ordering.

- a) If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the corrected calculated price shall be considered for evaluation and ordering.
- b) If there is a discrepancy between words and figures, the correct calculated price shall be considered for evaluation and ordering.
- c) Unit prices quoted only shall be considered as correct for evaluation and ordering.
- d) Taxes and duties if not specified clearly as extra shall be considered as included in the basic price & therefore shall not be reimbursed.

## 21.0 DISCOUNTS

Discount offered by any bidder, against the present Tender Enquiry, which is also indicated to be applicable to any other Enquiry, shall be considered against the present Tender Enquiry only. In case only percentage discount is indicated, the same shall be applicable for optional prices also.

## 22.0 EVALUATION CRITERIA

- 22.1 Though, Foreign Bidders are required to quote FOB price, Price evaluation and comparison shall be made on the basis of Free Delivery on Project site.
- 22.2 Tenders will be evaluated on the basis of delivered cost i.e. total cost to the Purchaser, taking into consideration loadings, if any, and all available financial advantages, including those available from the Owner, taxation, etc.
- 22.3 For evaluation exchanged rate (TT selling rate of State Bank of India as on the date of Part II (price bid )opening shall be considered).
- 22.4 In case of foreign bidders the quoted F.O.B . price shall be loaded by following factors to arrive at total FOR site price:-
  - i. Marine freight and insurance - @ 3% for Europe / Asia / Africa and 5% for USA/ American continent.
  - ii. Custom duty ( including CVD & SAD) as per SCC – ‘as prevailing at the time of price bid opening’
  - iii. Port handling/clearing charges - @ 1.0% of CIF.
  - iv. Inland freight including L/C charges @ 1% of CIF value.