

# **GENERAL CONDITIONS OF CONTRACTS (GCC) VOLUME -IA**

**PART - I: NOTICE INVITING TENDER  
PART - II: DEFINITIONS  
PART - III: INSTRUCTIONS TO BIDDERS  
PART - IV: GENERAL COMMERCIAL TERMS & CONDITIONS**

**BHARAT HEAVY ELECTRICALS LIMITED  
ELECTROPORCELAINS DIVISION  
BANGALORE - 560 012**

## PROCEDURE FOR SUBMISSION OF SEALED TENDERS

*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 soon as it comes to their notice."*

**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**

### **SUBMISSION OF OFFER THROUGH EMAIL**

<b>RFQ No. &amp; Due date to be mentioned clearly in the Subject of Email</b>	
<b>For technical BID (part-I)</b>	<b>For Price BID (part- II)</b>
<b><a href="mailto:technicalbid@bhelepd.com">technicalbid@bhelepd.com</a></b>	<b><a href="mailto:pricebid@bhelepd.com">pricebid@bhelepd.com</a></b>

### **TECHNICAL & COMMERCIAL BID – PART "1"**

#### **(A) Scope of work**

Please refer scope of work attached with enquiry.

- Material to be manufactured & supplied as per BHEL 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 / Online Bid will be intimated separately to the shortlisted techno-commercially qualified bidder.**

Price bid of unsuccessful vendors will be returned either by post or by courier.

#### **(C) Delivery Term**

The price quoted should be on F.O.R. BHEL-EPD-STORES (Bangalore-12).

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

**The materials are to be delivered within 60 days from the date of CAT-A Drawing Approval. Wiring shall be completed within 20 days from the date of issue of material.**

**(E) Terms of Payment**

**45 days credit from date of receipt of the material at BHEL-EPD Stores subject to acceptance.**

**(F) PBG Clause**

**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.

**(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 18 months from the date of receipt of material at site or 12 months from the date of commissioning whichever is earlier.**

**(K) Risk Purchase**

BHEL at its option will be entitled to terminate the contract and/or purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the seller fails to deliver within the stipulated time. The seller shall be liable for any loss, which BHEL may sustain by such risk purchases. The loss may be recovered from the vendor's outstanding bills with the concerned unit or any sister unit.

**(L) Other Conditions**

Test certificate, Guarantee Certificate and Instruction Book are to be supplied along with the supply.

**(M) Arbitration**

Settlement of dispute, if any arises, at any time between the BHEL and the vendors upon or in relation to or in connection with the vendor, the same shall be referred to the sole arbitration of the head of BHEL unit or to person appointed by him. The award of the arbitrator shall be final and binding on both BHEL and the vendor.

**(N) Legal Jurisdiction**

In case of any legal proceedings, area of jurisdiction will be Bangalore in case of EPD.

**(O) Validity of Rates**

Bid, including Prices, should be valid at least for 90 days from the opening of price bid or till the completion of supply whichever is later.

**(P) Company Profile**

Parties should be registered with the concerned excise & sales tax authorities.

### **(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.

## DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

1. The Purchaser shall mean M/s Bharat Heavy Electricals Limited (A Public Sector Undertaking) incorporated under the Companies Act 1956 acting through its Electroporcelains Division, Bangalore – 560 012, which expression shall include its successors and assigns. It may also be referred to as BHEL.
2. The Owner shall mean the Customer or Client for whose project, the enquiry has been issued by the purchaser and shall include his successors and assigns as well as authorized officer(s)/representative(s), which may also be referred as Customer or Owner/ Customer.
3. The Consultant shall mean the agency appointed by the Owner or Purchaser to provide consultancy services for the project and shall include his successors and assigns as well as authorized officer(s)/representative(s).
4. The Tenderer shall mean the Firm/Company/Organization, which quotes against the Tender Enquiry issued by the purchaser. It may also be referred as bidder or vendor.
5. Acceptance of offer shall mean issue of letter of intent/award or memorandum or detailed order/Contract communicating the acceptance of offer, to the successful tenderer.
6. The Order/Contract shall mean and include the general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, covering letters, schedule of prices and quantities, letter of intent/award of the Purchaser, “Integrity Pact (IP) (as and when applicable) “ any special conditions applicable to the particular Order/Contract and subsequent amendments mutually agreed upon. It may also be referred as order or contract/order or purchase order or contract.
7. The Seller/Contractor shall mean the firm/company/organization with whom the Order/Contract is made and shall be deemed to include his successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred as contractor, seller or supplier.
8. The Sub-contractor shall mean the person/firm/company/organization to whom any part of the work has been sub-contracted by the Seller/Contractor.
9. The Engineer shall mean officer of the purchaser as may be duly appointed and authorized in writing by the purchaser to act as the engineer on his behalf for the purpose of the order/Contract.
10. The Specification shall mean the specifications contained in the Tender Documents and any subsequent modifications thereof and the drawings, schedules etc. attached thereto, if any.
11. The Site shall mean and include the land and place on, into or through which the power station and the related facilities are to be constructed and any adjacent land, path, street or reservoir which may be allocated or used by the owner or Seller/Contractor in the performance of the Order/Contract.
12. Tests on completion shall mean such tests as are prescribed by the specifications and/or tests mutually agreed upon by the purchaser and the Seller/Contractor, to be performed by the Seller/Contractor after erection of the equipment to establish satisfactory operation as required by the specifications.
13. Commissioning shall mean successful completion of trial operations and readiness of the contracted/ordered plant and materials for commercial use. This will include all consumables and inputs required for pre-commissioning.
14. Initial operation or Trial operation or Reliability run shall mean continuous integrated operation of the contracted/ordered plant and materials under varying loads to furnish proof of satisfactory operation, for a specified period.
15. Temporary work shall mean all temporary works of every kind required in or for the execution, completion or maintenance of the works.
16. Approved means approved in writing including subsequent written confirmation of previous verbal approval and approval means approval in writing including as aforesaid.
17. Inspection Agency (IA) shall mean any person(s), who may be duly authorized by the purchaser /owner to inspect the stores included in the Order/Contract, at the contractor’s/sub-contractor’s works. List of zone-wise inspection agencies is given in Annexure – V. Vendors to raise inspection call on BHEL – CQS web site.
18. Month shall mean calendar month and week shall mean 7 days.
19. Consignee shall mean the official(s)/person(s) to whom the stores are required to be delivered in

the manner indicated in the Order/Contract.

20. Plant/Equipment/Stores shall mean the goods, machinery, components, parts, spares, etc. required to be supplied by the Seller/Contractor as per Order/Contract.
21. Contract Engineer (CE) shall mean the official who has signed the Order/Contract on behalf of the Purchaser.
22. Site Engineer shall mean officer of the purchaser / owner as may be duly appointed and authorized in writing by the purchaser to act as the Site Engineer on his behalf for the purpose of receipt & verification of in-coming stores and issue of Material Receipt Certificate (MRC)/Stores Receipt Voucher (SRV).
23. Site Inspection Agency (Site IA) shall mean any person(s), who may be duly authorized by the purchaser / owner to inspect the stores/works included in the Order/Contract, at the Project Site.

#### 24. **GENERAL**

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

#### 25. **ABBREVIATIONS**

<b>CIF</b>	Cost Insurance Freight
<b>CQ</b>	Corporate Quality
<b>CVD</b>	Countervailing Duty
<b>E&amp;C</b>	Erection and Commissioning
<b>LC</b>	Letter of Credit
<b>MDCC</b>	Material Dispatch Clearance Certificate
<b>MRC</b>	Material Receipt Certificate
<b>MSMED</b>	Micro Small and Medium Enterprises Development
<b>NIT</b>	Notice Inviting Tender
<b>QS</b>	Quality Surveillance.
<b>SAD</b>	Special Additional Duty
<b>SCC</b>	Special Conditions of Contract
<b>SDPBG</b>	Security Deposit cum Performance Bank Guarantee

**INSTRUCTION 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.

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 / Online Sealed Bid.

**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 Un priced Copy of Price Bid.

*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 un-priced 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 super scribed on the envelopes which shall be addressed to:-

**HOD/ MM**  
**Bharat Heavy Electricals Ltd**  
**Electro Porcelains Division**  
**PB No: 1245, Science Institute Post**  
**Bangalore - 560 012**

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

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

2.6.1(a) 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 super scribed as indicated above and shall be enclosed further in a main cover duly sealed and super scribed 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:

**HOD/MM**  
**Bharat Heavy Electricals Ltd.**  
**Electro porcelains Division**  
**Bangalore – 560 012**

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 finalized 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) Schedule of mandatory spares (to be given separately) giving only description of each item and quantity, as per given format if any.
- d) Optional items as per BHEL price schedule format.
- e) Recommended list of spare parts for three years operation as applicable.
- f) Schedule of supervision for erection & commissioning services, if required.
- g) Listing of technical deviations
- h) Listing of exceptions & assumptions
- i) Services and materials to be provided by the purchaser.
- j) Names of main sub-vendors/contractors.
- k) Quality plans.
- n) 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) Un-priced copy of the Price Bid (Part-II), indicating the BOQ as per the Technical Specifications.
- d) Delivery schedules
- e) Validity of offer
- a) Agreed terms & conditions (Annexure-II).

## **4.0 PART II (PRICE BID) - CONTENTS AND CHECK LIST**

4.1 The BEST offer with FIRM prices 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 Price Bid for MAIN EQUIPMENT shall cover basic equipment price including packing with excise duty, sales tax, freight etc. as per format enclosed.

4.3 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 authorize 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.

- a) All bids of Indian origin shall be in Indian Rupees only.
- b) 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.

## **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 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 long lead time and involving more than one consignment, delivery schedule quoted shall be for sequential supplies as per dispatch instruction.

## **10.0 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.

### **11.0 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.

### **12.0 CHANGE OF TERMS & CONDITIONS/PRICE**

12.1 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.

12.2 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 there from.

### **13.0 TENDERER TO INFORM HIMSELF FULLY**

13.1 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.

13.2 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 other circumstances which may influence or affect the execution of the Order/Contract.

13.3 It is the responsibility of the tenderer to keep him-self 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 him-self responsible for such under quotations.

### **15.0 REJECTION OF TENDER AND OTHER CONDITIONS**

15.1 BHEL/EPD reserves the right to reject any bidder if the past performance is found unsatisfactory.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

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

### **16.1 LOADING FOR DEVIATIONS**

16.1.1 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.

16.1.2 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.

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

## **17.0 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.

## **18.0 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.

## **19.0 EVALUATION CRITERIA**

Tenders will be evaluated on the basis of total landed cost to BHEL (for overall package) i.e. total cost to the purchaser, taking into consideration loadings, if any, all available financial advantages, including those available from the Owner, taxation, etc.