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ITEM 1:

ITEM DESCRIPTION: 170 MM DIA HOT ROLLED/FORGED PROOF MACHINED ALLOY STEEL BAR TO BHEL SPEC. NO.BP10590 REV.14. BARS TO BE SUPPLIED IN LENGTH OF 1065 TO 2500 (+10/-0) MM. WEIGHT VARIATION OF ONLY +5% WILL BE ACCEPTABLE. EXTENDED LENGTH OF 300 MM ON THREE SHAFT PER HEAT TO BE PROVIDED FOR TESTING. MATERIAL TC WITH PROPER SEAL AND SIGN. HEAT TREATMENT RECORD. UT TEST RECORD IS REQUIRED ALONGWITH EACH SUPPLY.

QUANTITY: 140 MT ±30% MT.

PREFERRED DELIVERY REQUIRED: QTY TO BE DISTRIBUTED AMONG TWO VENDORS. PREFERRED DELIVERY SHALL BE WITHIN 60 DAYS FOR 1ST LOT OF 20 MT. (CUMMULATIVE) & THEREAFTER EACH SUBSEQUENT LOT OF 20 MT. (CUMMULATIVE) WITHIN NEXT 30 DAYS FROM EARLIER LOT AFTER PLACEMENT OF PO. QTY VARIATION +-30% IN RC. RC TO BE KEPT VALID FOR 03 MONTHS FROM DATE OF FREEZING OF RC. EXACT LENGTH WILL BE MENTIONED AT THE TIME OF PLACEMENT OF PO.

SUPPLIER TECHNICAL TERMS: SUPPLIER'S IDENTIFICATION MARK SHOULD BE ON EACH JOB.

NOTE: ALL THE TERMS OF SUBJECT TENDER SHALL BE IN ACCORDANCE WITH "GENERAL TERMS AND CONDITIONS TO ENQUIRY". REFER LINK- <https://bpl.bhel.com/mm/>

VENDOR MUST COMPLY TO AFORESAID ENQUIRY TERMS OF BHEL.

- 1) NO. OF BID PARTS- 2
- 2) DELIVERY TERMS- F.O.R. DESTINATION
- 3) DELIVERY AT- CRX, BHEL, BHOPAL- 462022
- 4) VALIDITY OF OFFER REQUIRED- 90 DAYS FROM TECHNICAL BID OPENING DATE
- 5) PRICE BASIS- FIRM.
- 6) BHEL STANDARD PAYMENT TERMS: AS PER GENERAL TERMS AND CONDITIONS OF ENQUIRY 'BP 200102A'.

IT IS TO BE NOTED THAT MSE BENEFITS ARE NOT BEING EXTENDED TO MEDIUM ENTERPRISES UNDER 'UDYOG AADHAR MEMORANDUM'/ 'UDYAM REGISTRATION CERTIFICATE' (UAM/URC).

FURTHER IT IS TO BE NOTED THAT MSE BENEFITS ARE NOT BEING EXTENDED TO AGENT/DEALER/TRADER/DISTRIBUTOR (I.E. OTHER THAN MANUFACTURER), REFER TENDER DOCUMENT. SUPPLIER HAS TO ALSO PROVIDE SUPPORTING DOCUMENT(S) SUCH AS AGREEMENT BETWEEN OEM & BIDDER(S) ETC.

7) PENALTY/LD- AS PER GENERAL TERMS AND CONDITIONS OF ENQUIRY 'BP 200102A'.

8) INSPECTION CONDITION- BY BHEL AUTHORISED THIRD PARTY AT SUPPLIER'S WORKS. DESPITE INSPECTION BY BHEL AND OR THEIR AUTHORIZED REPRESENTATIVE /CUSTOMER AT SUPPLIER WORKS, FINAL INSPECTION WILL BE DONE AT BHEL WORKS. THIS CONDITION IS TO BE ESSENTIALLY COMPLIED WITH.

9) RATE CONTRACT TERMS- APPLICABLE.

WE INTEND TO ENTER INTO RC FOR ORDERING VALIDITY UPTO **03** MONTHS FROM RC FREEZING DATE. RC CAN BE SHORT CLOSED AT ANY POINT DEPENDING UPON THE ORDER POSITION. IDENTIFICATION OF SUPPLIER IS COMPULSORY. ALSO REFER GENERAL TERMS AND CONDITIONS OF ENQUIRY 'BP 200102A'.

10) TECHNICAL CONDITION- AS PER SPECS. (REFER ATTACHED)

11) QAP APPLICABILITY- APPLICABLE. REFER ATTACHED.

12) PQC (PRE-QUALIFICATION CRITERIA) - APPLICABLE. REFER ATTACHED.

13) GUARANTEE/WARRANTY CERTIFICATE REQUIRED- AS PER GENERAL TERMS AND CONDITIONS OF ENQUIRY 'BP 200102A'

14) TEST CERTIFICATE REQUIRED- YES

15) SAMPLE REQUIRED- NO

16) EVALUATION CRITERIA- OVERALL L1 BASIS

17) QUANTITY DISTRIBUTION RATIO/SPLITTING OF ORDER: APPLICABLE.

REFER ATTACHED FOR DISTRIBUTION METHODOLOGY.

THE ORDERING/ RATE CONTRACT MAY BE DONE ON TWO SOURCES WITH QUANTITY DISTRIBUTION RATIO OF 65% & 35% TO L-1 AND THE OTHER BIDDER ACCEPTING L-1 RATES RESPECTIVELY, SUBJECT TO MINIMUM 3 QUALIFIED BIDDERS. FOR ASCERTAINING BIDDER FOR 35% QUANTITY, HESG EQUIVALENT RATES OF L-1 BIDDER WILL BE SEQUENTIALLY COUNTER-OFFERED TO L-2, L-3 AND SO ON BIDDER UNTILL ANY BIDDER ACCEPTS THE SAME. INCASE OF ONLY 2 QUALFIED BIDDERS, BHEL RESERVES THE RIGHT FOR DISTRIBUTION BETWEEN 2 BIDDERS. IN CASE OF ONLY ONE QUALFIFIED BIDDER OR IN CASE NO BIDDER AGREES TO ACCEPT THE COUNTER OFFERED HESG EQUIVALENT RATES OF L-1, BHEL MAY DECIDE TO AWARD ENTIRE 100% QUANTITY TO L-1 BIDDER. DISTRIBUTION IN COMPLIANCE WITH LATEST GUIDELINES FOR MSE AND MII WILL ALSO BE FOLLOWED FURTHER

18) QTY. VARIATION- APPLICABLE / QTY. IS TENTATIVE & MAY VARY UPTO +/- 30%

19) TOOLS/GAUGES/FIXTURES CONDITION- NOT APPLICABLE.

20) 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](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.

21) PUBLIC PROCUREMENT CLAUSE:

A) FOR TENDERS VALUE MORE THAN RS. 5 LAKHS & BELOW RS. 10 CRORES, SUPPLIERS SHALL NECESSARILY SELF-CERTIFY MINIMUM LOCAL CONTENT MORE THAN 50%: YES/ NO & SHALL SPELL OUT DETAILS OF LOCATION OF VALUE ADDITION.

B) IN CASE OF TENDERS WORTH MORE THAN RS. 10 CRORES, SUPPLIERS SHALL NECESSARILY SUBMIT CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OR COST ACCOUNTANT OR CA FOR GIVING % OF LOCAL CONTENT CERTIFICATE TO CERTIFY THAT MINIMUM LOCAL CONTENT MORE THAN 50%: YES/ NO & SHALL SPELL OUT DETAILS OF LOCATION OF VALUE ADDITION.

C) ALL THE PROVISIONS OF GOVT. OF INDIA ORDER NO. P-45021/2/2017-BE-II DTD 15.06.17 ARE TO BE COMPLIED IN TOTALITY.

D) FOR THIS PROCUREMENT, PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020 AND SUBSEQUENT ORDERS ISSUED BY THE RESPECTIVE NODAL MINISTRY SHALL BE APPLICABLE EVEN IF ISSUED AFTER ISSUE OF THIS NIT BUT BEFORE FINALIZATION OF CONTRACT/ PO/ WO AGAINST THIS NIT. IN THE EVENT OF ANY NODAL MINISTRY PRESCRIBING HIGHER OR LOWER PERCENTAGE OF PURCHASE PREFERENCE AND/ OR LOCAL CONTENT IN RESPECT OF THIS PROCUREMENT, SAME SHALL BE APPLICABLE.

FOR THIS PROCUREMENT, THE LOCAL CONTENT TO CATEGORIZE A SUPPLIER AS A CLASS I LOCAL SUPPLIER/ CLASS II LOCAL SUPPLIER/ NON-LOCAL SUPPLIER AND PURCHASE PREFERENCE TO CLASS I LOCAL SUPPLIER, IS AS DEFINED IN PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04.06.2020 ISSUED BY DPIIT. IN CASE OF SUBSEQUENT ORDERS ISSUED BY THE NODAL MINISTRY, CHANGING THE DEFINITION OF LOCAL CONTENT FOR THE ITEMS OF THE NIT, THE SAME SHALL BE APPLICABLE EVEN IF ISSUED AFTER ISSUE OF THIS NIT, BUT BEFORE OPENING OF PART-II BIDS AGAINST THIS NIT.

22) GST TDS CLAUSE: VIDE NOTIFICATION NO. 50/2018 DATED 13.09.18, SECTION 51 CGST HAS BEEN IMPLEMENTED BY CBIC WHICH PROVIDES FOR GST TDS @ 2% (IGST 2% OR CGST 1% + SGST 1%) & SHALL BE APPLICABLE WHERE CONTRACT VALUE IS MORE THAN RS. 2.5 LAKHS & SUPPLIER IS REGISTERED UNDER GST. TDS RETURN SHALL BE FILED AND TDS CERTIFICATES SHALL BE ISSUED BY BHEL AS PER APPLICABLE PROVISIONS. AS PER SEC 51 OF CGST ACT READ WITH NOTIFICATION 50 OF CENTRAL TAX DATED 13TH SEP 2018, TDS SO DEDUCTED SHALL BE REFLECTED ON THE GST PORTAL OF THE VENDOR/CONTRACTOR.

23) THE BIDDER/SUPPLIER/CONTRACTOR WILL, WHEN PRESENTING HIS BID, DECLARE WHETHER OTHER FAMILY FIRMS OR SISTER CONCERN AFFILIATES/SUBSIDIARY FIRMS ARE PARTICIPATING IN THE SAME TENDER, SO AS TO ELIMINATE THE POSSIBILITY OF CARTEL FORMATION. FORMAT FOR DECLARATION ATTACHED.

THE BIDDER DECLARES THAT THEY WILL NOT ENTER INTO ANY ILLEGAL OR UNDISCLOSED AGREEMENT OR UNDERSTANDING, WHETHER FORMAL OR INFORMAL WITH OTHER BIDDER(S). THIS APPLIES IN PARTICULAR TO PRICES, SPECIFICATIONS, CERTIFICATIONS, SUBSIDIARY CONTRACTS, SUBMISSION OR NON-SUBMISSION OF BIDS OR ANY OTHER ACTIONS TO RESTRICT COMPETITIVENESS OR TO INTRODUCE CARTELIZATION IN THE BIDDING PROCESS.

IN CASE, THE BIDDER IS FOUND HAVING INDULGED IN ABOVE ACTIVITIES, SUITABLE ACTION SHALL BE TAKEN BY BHEL AS PER EXTANT POLICIES POLICIES/GUIDELINES.

24) EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER: IN THE COURSE OF EVALUATION, IF MORE THAN ONE BIDDER HAPPENS TO OCCUPY L-1 STATUS, EFFECTIVE L-1 WILL BE DECIDED BY SOLICITING DISCOUNTS FROM THE RESPECTIVE L-1 BIDDERS. IN CASE MORE THAN ONE

BIDDER HAPPENS TO OCCUPY THE L-1 STATUS EVEN AFTER SOLICITING DISCOUNTS, THE L-1 BIDDER SHALL BE DECIDED BY A TOSS/DRAW OF LOTS, IN THE PRESENCE OF THE RESPECTIVE L-1 BIDDER(S) OR THEIR REPRESENTATIVE(S). RANKING WILL BE DONE ACCORDINGLY. BHEL'S DECISION IN SUCH SITUATIONS SHALL BE FINAL AND BINDING.

25) REVERSE AUCTION CLAUSE- APPLICABLE.

RA SHALL BE CONDUCTED IN SUBJECT TENDER.

“BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON WWW.BHEL.COM) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG ALL THE TECHNO-COMMERCIALLY QUALIFIED BIDDERS.

PRICE BIDS OF ALL TECHNO-COMMERCIALLY QUALIFIED BIDDERS SHALL BE OPENED AND SAME SHALL BE CONSIDERED AS INITIAL BIDS OF BIDDERS IN RA. IN CASE ANY BIDDER(S) DO(ES) NOT PARTICIPATE IN ONLINE REVERSE AUCTION, THEIR SEALED ENVELOPE PRICE BID ALONG WITH APPLICABLE LOADING, IF ANY, SHALL BE CONSIDERED FOR RANKING.”

26) PAYMENT OF TENDER COST – NOT APPLICABLE.

27) SUBMISSION OF INTEGRITY PACT (ONLY APPLICABLE IF FILE VALUE IS >2 CR.) – APPLICABLE / YOU NEED TO SUBMIT INTEGRITY PACT AS ATTACHED.

28) PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT - PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT OF 5% OF CONTRACT VALUE SHALL BE GIVEN BY SUCCESSFUL BIDDER/BIDDERS TO WHOM CONTRACT IS AWARDED OF RESPECTIVE RC'S, WITHIN 14 DAYS OF NOTIFICATION OF AWARD.

(i) PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT OF 5% OF CONTRACT VALUE SHALL BE GIVEN BY SUCCESSFUL BIDDER TO WHOM CONTRACT IS AWARDED, WITHIN 14 DAYS OF NOTIFICATION OF AWARD.

(ii) Performance Security shall be waived off for bidder who is awarded contract and falls in category of :

- Central/ State PSUs/ Government deptts / Autonomous/ Educational/ Research institutions.

OR

- Joint Venture or Subsidiary companies of BHEL.

(iii) Performance Security shall be taken PO wise for each PO / PO amendment issued against RC finalized through this enquiry.

(iv) Modes of deposit:

a) Performance security may be furnished in the following forms:

- (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(v) Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

(v) Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

(vi) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

(vii) PS would be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

(viii) The Performance Security shall not carry any interest.