



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Government of India Undertaking)  
PURCHASE DEPT., PROJECT ENGINEERING & SYSTEMS DIVISION  
BHEL, RAMACHANDRAPURAM, HYDERABAD  
**NOTICE INVITING TENDER**



**ANNEXURE-AA: PRE QUALIFICATION CRITERIA & BUYER SPECIFIC TERMS**

BHEL ENQUIRY NO.	<b>T7B1U41312 Dated 17.11.2021</b>
ITEM & SCOPE OF WORK	Supply and Supervision of E&C along with mandatory spares for FDA Package
PROJECT	<b>5x800 MW TSGENCO Yadadri Project</b>
END CUSTOMER	<b>TSGENCO</b>
CONTRACT DURATION	<b>As per point 1.D</b>
EVALUATION	<b>Overall L1 Basis</b>
BIDDER SHALL NOTE & COMPLY WITH THE BELOW POINTS:	
<b>SL.NO.</b>	<b>DESCRIPTION</b>
1.0	<p><b>A. END CUSTOMER APPROVAL OF BIDDERS:</b> Offer of Techno-commercially qualified bidders will be considered for Price Bid Opening/Reverse Auction subject to approval of the bidder by the end customer. Therefore, bidders must submit their credentials along with the techno-commercial offers to enable BHEL to take up with end customer for approval of the bidder.</p> <p>The credentials to be submitted by bidders with techno-commercial include the following.</p> <ul style="list-style-type: none"><li>i) PO copies against Power plant customers. (executed /supplied)</li><li>ii) End user certificate.</li><li>iii) Experience list.</li><li>iv) Vendor evaluation sheet</li><li>v) Product catalogue.</li></ul> <p><b>B. PAYMENT TERM:</b> The payment shall be released within 60 days (45 days for vendors qualified and registered as Micro or Small as per MSMED Act) after receipt of each claim/invoice along with relevant supporting documents complete in all respects.</p> <p>The GST amount of the vendor invoices (after dispatches for payment) will be paid by BHEL to vendor only after it is available to BHEL for taking GST credit in GST portal. As per GeM, GST price is also inclusive in basic quoted price.</p> <p><b>C. PRICE FOR QUOTATION:</b> Total lump sum prices are to be quoted for complete requirement.</p> <p>For supply portion, bidder shall include basic price, packing &amp; forwarding, Freight up to project site and GST in GeM portal. Transit insurance and third party inspection charges are in scope of BHEL. For supervision of E&amp;C, basic prices along with GST shall be considered.</p> <p><b>D. Delivery Period:</b></p> <p><b>For Main Supply &amp; Mandatory Spares:</b> 08 months from the date of PO up to material receipt at site</p> <p><b>For Supervision of E&amp;C:</b> Vendor shall depute their service engineer at project site within 15 days of intimation from BHEL.</p> <p><b>E) Price Bid Format:</b> BOQ and Price bid format shall be as per Technical Specification (Annexure-A).</p> <p><b>F) Evaluation:</b> Overall L1; bidders to quote the prices for <i>Supply and Services portion as per price weightage given in Annexure-A of Technical Specification (For Supply portion: 97.9496%; for site services: 2.0504%)</i>. BHEL regularization Purchase order shall be issued as per the price weightage of the tender only.</p> <p><b>G) Price Validity for Supervision of E&amp;C:</b> The prices for supervision of erection and commissioning shall be remain valid for the guarantee period of the main equipment/system/package.</p>



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	<p><b>H) Integrity Pact:</b> Integrity Pact shall be applicable for this tender. Bidders shall submit filled and signed integrity pact along with their offer.</p> <p><b>I) PO Placement:</b> Separate regularization purchase orders shall be placed for main supply and mandatory spares portions by BHEL PE&amp;SD unit. For supervision of E&amp;C, LOI shall be issued by PE&amp;SD and subsequently work order(s) shall be issued by concerned BHEL Power Sector-Region.</p> <p><b>J. Documents to be submitted with Offer :</b></p> <ul style="list-style-type: none"> <li>i) Confirmation for compliance of scope as per Unpriced BOQ (Signed copy).</li> <li>ii) Confirmation for compliance of technical specification (Signed copy).</li> <li>iv) Audited Profit and Loss account statements for years 2019-20, 2018-19, 2017-18.</li> <li>v) Copy of PAN card , GST registration certificate and Certificate of Incorporation.</li> <li>vi) MSME certificate if the bidder is MSME.</li> <li>vii) Past Performance of similar type of item as per Technical PQC</li> <li>viii) PI provide your acceptance of commercial terms and conditions of GeM portal and NIT documents</li> <li>ix) PI confirm that the quoted price is inclusive of GST, freight, Packing &amp; Forwarding and Testing Charges.</li> <li>x) No deviation Certificate for NIT Technical and Commercial Conditions</li> </ul>
<b>2.0</b>	<b>FINANCIAL CRITERIA:</b>
A.	<p><b>Average Turnover:</b> Average annual financial turnover of bidder, during the last three financial years, i.e. FY 2017-18, 2018-19, and 2019-20 should not be less than <b>INR 300Lakhs</b> (or) equivalent in foreign currency. Audited financial statement (Audited Balance sheet &amp; Profit &amp; Loss Account) have to be submitted for all the three years as indicated above. 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. Other income shall not be considered for arriving at annual financial turnover/sales.</p>
B.	Bidder has to submit copies of Certificate of Incorporation from the Registrar of Companies/ Partnership Deed/ Proprietorship documents etc., GSTIN registration, PAN card, etc. as applicable.
<b>3.0</b>	<b>Pre-Qualification Criteria (Technical):</b> As per enclosed sheet
<b>4.0</b>	<b>GENERAL REQUIREMENTS:</b>
A.	Bidder shall submit requisite documents, to comply with aforesaid criteria, properly indexed, along with offer.
B.	After satisfactory fulfillment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.
C.	Bidder(s) already registered with BHEL other units or BHEL-PE&SD for subject package, also need to submit credentials for criteria indicated in sl. No. '1.0' '2.0' above. Also, they must submit the relevant documents as the proof of their registration with BHEL – other units for subject package.
D.	<b>Consideration of offer will be subject to customer's approval of bidder.</b>
E.	Bidders should have technological capability for communication/ transmit through electronic media/ reverse auction process.
F.	Mere submission of above documents does not entitle bidders for order placement/ enlistment as registered vendor/ issue of further tenders in future; the documents shall be subject to BHEL's scrutiny and physical verification of facilities, if required.
<b>5.0</b>	<b>BUYER SPECIFIC TERMS</b>
	<b>Default/ Breach of contract, Insolvency, and Risk &amp; Cost Purchase</b>
A	<p>If Seller/ Contractor</p> <ul style="list-style-type: none"> <li>▪ fails to deliver goods or materials or any instalment thereof within the period(s) fixed for such delivery or</li> <li>▪ delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or</li> <li>▪ withdraws his offer after the part two bid opening (Price bid opening) or</li> </ul>



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- at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or
- is unable to supply goods or materials covered by the Order/ Contract either in whole or in part or otherwise fails to perform the Order/Contract or
- commits any breach of Order/ Contract not herein specifically provided for or
- in the event of the death or insanity or if the Seller/ Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or
- make any assignment of the Order/ Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm is dissolved under the Partnership Act or if the Seller/ Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the Purchaser may be put to incur or sustain by reason of Seller/ Contractor's default or breach of Order/ Contract, Purchaser shall be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller/ Contractor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/ Contractor and the Seller/ Contractor shall be liable to the Purchaser for any excess costs provided that the Seller/ Contractor shall continue the performance of the Order/ Contract to the extent not cancelled under the provisions of this clause.

The Seller/ Contractor shall on no account be entitled to any gain on such repurchases.

Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

- i. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period considering its performance of execution.
- ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii. Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- iv. Termination of Contract on account of any other reason(s) attributable to Contractor/ Supplier.
- v. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

**b**

### **Risk and Cost against Balance Work:**

Risk & Cost Amount=  $[(A-B) + (A \times H/100)]$

Where,

**A**= Value of Balance scope of Work/ Supply (\*) as per rates of new contract

**B**= Value of Balance scope of Work/ Supply (\*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

**H = Overhead Factor to be taken as 5**

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

**\*(Balance scope of work/ supply)**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.



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	LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value. Method for calculation of "LD against delay in executed work/supply" is given below.
<b>6.0</b>	<b>Payment Zero date:</b> The (PRC in GeM) Provisional receipt certificate shall be issued/considered only after receipt of all the necessary dispatch documents along with site ack LR at buyer Office. The payment (basic excluding GST) will be done within specified time period as per GeM GTC from the date of PRC and CRAC. Zero date shall be the date receipt of last document out of the following: 1) Dispatch documents hard copies, 2) scanned copy of site ack LR

### **ANNEXURE 2 : DOCUMENTS APPROVAL SCHEDULE**

1. All Drawings/Documents applicable as per Technical Specification have to submitted as per document schedule mentioned in specifications.
2. BHEL will furnish approvals/Comments as per document schedule mentioned in specifications.
3. Time period considered from IRN/CQIR to MDCC - The time period for issuance of MDCC from IRN/CQIR date is 02 days.
4. Time period of delivery from the date of MDCC: 10 Days (Considering activities like P&F 02days, Transit time 07days and Unloading of materials 01 days)

Enquiry No.	
Item	FDA system
Projects	
End Customer	
Customer's Consultant	
Contract Duration	
S.no	PRE QUALIFICATION CRITERIA
I	FINANCIAL CRITERIA: As per GeM NIT
II	<p><b>TECHNICAL CRITERIA:</b></p> <p>A) Bidder shall be OEM/authorized System Integrator of FDA system. In case of system integrator, OEM authorization certificate (issued by OEM) to be submitted.</p> <p>Following Documents / Information to be submitted in support of (a) above:</p> <ol style="list-style-type: none"> <li>1) In case of OEM, OEM declaration letter. (OR)</li> <li>2) In case of System Integrator,</li> <li>3) Bidder shall submit the tender specific authorization letter from the OEM to participate in this particular bid.</li> <li>4) OEM shall give an undertaking letter that they shall extend the technical support to the bidder/end-user and the purchaser till the execution of contract.</li> </ol> <p>B) The bidder should have “<u>executed</u>” at least ONE (1) job of Analog addressable FDA system <i>[which has been approved or listed by UL/FM/VDS/LPC/similar agency]</i> in past Ten (10) years and should have been in operation for at least one (1) year starting from date of commissioning and ending with the date of the offer submission and</p> <p>“<u>Executed</u>” means “Designed, engineered, supplied, erected, Carried out the Site testing and Commissioning of similar item <i>in Process Hydrocarbon applications of Refinery / Petrochemical / fertilizer process plants / Steel plants / Commercial buildings/ Commercial complexes/Infrastructure development establishment/Municipal corporation establishment/Major hospitality sectors/Gas Processing Plant / Industrial &amp; thermal Power plants</i>”</p> <p>Following Documents / Information to be submitted in support of (b) above:</p> <ol style="list-style-type: none"> <li>1) P.O. copy / Invoices / LR copy / Approved Engg drgs</li> <li>2) Site commissioning certificate / commissioning MOMs/ any other equivalent documents</li> <li>3) End user performance letter/ Mail / equivalent document mentioning that commissioned system in operation for ONE year without any trouble.</li> </ol> <p>C) In case of foreign bidders, the bidder shall comply the point no. II(a), II(b) and should have established office, service/repair center in India. Minimum manpower for commissioning support and team of experts for handling services after sales should be available. Indian office shall be supported by Engineering, procurement, quality, project management team either from India or from their head quarter or manufacturing center.</p> <p>Following Documents / Information to be submitted in support of above:</p> <ol style="list-style-type: none"> <li>1) Relevant supporting documents (Organization chart, Role of Indian office etc.) Illustrating the strength of Indian office &amp; support from headquarters shall be submitted</li> </ol>