

पावर सेक्टर- पश्चिमी क्षेत्र Power Sector-Western Region
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BHEL PAN: AAACB4146P

Volume – IA: Technical Bid

Chapter-I - Notice Inviting Tender (NIT)

E - Tender No: **2001009** Date **19-06-2020** comprising of following:

Salient Details of NIT		
S. No.	Issue	Description
1.	Job	Supply of 79 MT of GI Handrail pipes (Medium Grade & Plain Ends) of 32 NB conforming to IS 1161 at 4 X 270MW TSGENCO Bhadradri TPS, Manuguru, Distt.-Bhadradri, Telangana on 'F.O.R.' Destination basis.
2.	E - Tender No	2001009
3.	Details of Tender Document	
3.1	Volume _ I A	Technical Conditions of contract (TCC) – (Pre-Qualification Criteria & Technical Specification), Annexure-I_Vol_IA: PBG Format
3.2	Volume _ I B	General Conditions of the Contract (GCC)
3.3	Volume _ I C	Techno-Comm1 - Compliance Sheet
3.4	Volume _II	Price Schedule
4.	Issue of Tender Documents	From BHEL website (www.bhel.com) and https://bhel.abcprocure.com (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)
5.	Due Date Of Offer Submission	Date: 26-06-2020 Time: 15:00 Hrs https://bhel.abcprocure.com Offer to be submitted in online only through e-procurement Portal. (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 : 26-06-2020 Time : 15:30 Hrs Notes: This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only.
7.	Cost of Tender	Not Applicable
8.	EMD Amount	NIL

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR**Tender No:2001009****Desc: GI Handrail Pipes**

9.	Schedule of Pre-Bid Discussion	Not Applicable
10.	Last Date of Seeking Clarification	24-06-2020 <i>Along with soft version also, addressing to undersigned & to others as per contact address given below.</i> <i>Bidders may consider to seek clarifications on the e-tender portal---</i> <i>https://bhel.abcprocure.com</i>
11.	Integrity Pact & Details of Independent External Monitor (IEM)	Not Applicable
12.	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 <i>on e-tender portal</i> https://bhel.abcprocure.com and not in the newspapers. Bidders to keep themselves updated with all such information.

1.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly **digitally** signed, as part of offer. **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 received after opening of techno-commercial bids shall not be considered for evaluation.**

2.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender. ~~Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day.~~ Copy of ~~Cash receipt or~~ the proof of Demand Draft duly **digitally** signed is to be uploaded with the Techno Commercial offer **on e-tender portal <https://bhel.abcprocure.com>**. However Original Demand Draft shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected. ~~Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at _____, Sundays and second/ last Saturdays.~~

3.0 E-Procurement Portal Inputs**Procedure for Submission of Offer for E – Tender**

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR

Tender No:2001009

Desc: GI Handrail Pipes

Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://bhel.abcpocure.com> Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

i. Hardware and Software requirements for participating in e-tender

- ❖ Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://bhel.abcpocure.com>

ii. Digital Signature

- ❖ To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website <http://www.bhel.com/home.php> → Tender Notifications → Sample Checklist.

iii. M/s E-Procurement Technologies Limited Helpdesk Contacts

During normal business hours, helpline maintained by the service provider e-Procurement Technologies Limited is available for clarifying any doubts of supplier/s. Helpline numbers are cited below:

Name	Contact No.	Email
❖ Mr. Dinesh Kumar	+91 (79)68136871	dinesh.k@eptl.in
❖ Mr. Ankur Bhatt	+91 (79)68136823	ankur.bhatt@eptl.in
❖ Ms. Kanika Dani	+91 (79)68136809	kanika.dani@eptl.in
❖ Mr. Devendra Rajpurohit	+91 (79)68136850	devendra.r@eptl.in
❖ Mr. Prashant Rajyaguru	+91 (79)68136872 +91 8160087732	prashant@eptl.in
❖ Mr. Imtiyaz Tajani	+91 (79)68136861	imtiyaz@eptl.in
❖ Mr. Pankesh Kumar	+91 (79)68136848	Pankesh@eptl.in

iv. Note

- i. Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained.

The Tenderers must submit their Tenders, as detailed below:

- ❖ PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)'

❖ PART-II (Price Bid)

SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for in-complete documents.

- 4.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 5.0 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.
- 6.0 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.
- 7.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail or **through E-tender Portal**, as per specified format, 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.
- 8.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 9.0 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.

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR

Tender No:2001009

Desc: GI Handrail Pipes

- 10.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD, if any.
- 11.0 Bidders shall submit Integrity Pact Agreement (Duly digitally signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. Detail of Independent External Monitor (IEM) for the subject tender is furnished above.
- 12.0 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of evaluation on pre-qualification criteria/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. BHEL's decision in this regard shall be final & binding. BHEL also reserves the right to reject bidder with unsatisfactory past performance in execution of a contract. BHEL reserves the right not to consider offers of parties under HOLD. BHEL's decision in this regard shall be final & binding.
- 13.0 Tenders must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in SCC, will be governed by GCC.
- 14.0 Validity of the offer shall be for Three months from the latest due date of offer submission or specified otherwise in GCC/SCC of tender.
- 15.0 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.
- 16.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 17.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 18.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 19.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory (through Digital Signature), as per the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR

Tender No:2001009

Desc: GI Handrail Pipes

20.0 The bidder may have to produce original document for verification if so decided by BHEL.

21.0 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- IA
- 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 Purchase)

Chapter-II: IMPORTANT INFORMATION

All correspondences regarding this tender shall be addressed to AGM / PURCHASE, BHEL PSWR through BHEL **e-procurement portal** 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 – 3048 633
- ❖ Dy. Manager Purchase, Email: rajivkumar@bhel.in Ph: +91-712-3048 717 /+91 9406903682
- ❖ Dy. Manager, Purchase, Email: sk@bhel.in, Ph: +91 – 712 – 3048 635
- ❖ Sr. Engineer Purchase, Email id: kabhi@bhel.in , Ph: +91 – 712 – 3048 704

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](http://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 soon 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. Earnest Money Deposit (EMD):

Refundable, Non-interest bearing Earnest Money Deposit (EMD) of **Rs. - (Rupees NIL only)** is applicable for this Enquiry. EMD can be deposited in any one of the following methods along with the technical bid, failing which bidder's offer is liable for rejection.

Modes of Deposit

- ❖ Cash Deposit as permissible under the extant Income Tax Act (before tender opening)
- ❖ Banker's Cheque/ Pay Order/ Demand Draft, in favour of Bharat Heavy Electricals Ltd, payable at Nagpur (along with offer)

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR**Tender No:2001009****Desc: GI Handrail Pipes**

- ❖ Electronic Fund Transfer credited in BHEL PSWR, Nagpur account (before tender opening); Bank account details of BHEL PSWR is cited below for EMD remittance purpose

Name of the company	Bharat Heavy Electricals Ltd
Address of the company	Shree Mohini Complex 345, Kingsway, Nagpur - 440001
Name of Bank	State Bank Of India
Name of Bank Branch and Branch Code	SBI, Kingsway Branch, Branch Code-00432
City	Nagpur
Account number	31380025872
Account type	Current A/C
IFSC code of the bank branch	SBIN0000432
MICR code of the bank branch	440002002

- ❖ No other form of EMD remittance shall be acceptable to BHEL.

Procedure for Earnest Money Deposit		
Mode of Submission	Proof of EMD along with the offer	Submission of EMD to BHEL PSWR
❖ DD/Pay Order	Scan Copy has to be uploaded in E-Portal	Original DD/ Pay Order to be couriered to BHEL PSWR, Nagpur before tender opening
❖ EFT	Receipt of Amount Transferred to BHEL Account	
❖ Cash	Receipt of cash deposit at BHEL office	

Proof of Demand Draft/ Pay Order or receipt of Electronic Fund Transfer duly **digitally** signed is to be uploaded with the Techno Commercial offer **on e-tender portal** <https://bhel.abcpocure.com>.

In case, bidder wishes to furnish EMD in Demand Draft/ Pay Order mode, Original Demand Draft/ Pay Order shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected.

EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Performance Bank Guarantee (PBG) or Contract Execution Bank Guarantee (CEBG), as the case may be.

EMD by the Tenderer will be forfeited as per NIT conditions, if after opening and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these extant guidelines.

6. Performance Bank Guarantee (PBG):

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 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 (PBG) issued by:

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

➤ **Nationalised Banks**

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

ii. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra

iii. 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".

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

V. List of banks may change from time to time, thus prior to submission of Bank Guarantee it is responsibility of successful bidder to get the confirmation of issuing Bank from BHEL.

7. Reverse Auction Terms & Conditions:

Abridged version available in the following url

http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2020.pdf

❖ BHEL shall open the Prices through Reverse Auction (RA)

❖ 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."

8. Price Variation Clause (PVC) is not applicable against the subject tender.

9. BHEL may short close the contract at any stage without assigning any reason.

10. MSE Vendors:

Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees and Earnest Money deposit (EMD).

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.

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR

Tender No:2001009

Desc: GI Handrail Pipes

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

Chapter-III : Pre-Qualification Criteria (PQR)

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

A Technical

Bidder should have supplied minimum 24 MT of '32 NB Steel Tube/Pipes" cumulatively in a maximum of Two (02) Purchase Orders, at any Power Plant or other infrastructure project or any other industry/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. 47 Lakh or more, over the last three Financial Years (FY) i.e. '2016-2017, 2017-2018 & '2018-2019'.

C Customer Approval

- ❖ The names of those bidders who stand qualified subsequent to the compliance of criteria A to B 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 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.**
- viii. **Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE’s) and Startups:**
 - a) **Technical Pre Qualifying Requirement (PQR) for prior experience:** The technical pre-qualifying requirements, is relaxed by 50% (quantities or amount) of the original Pre –Qualifying Requirement specified in the tender (round off to the higher limit or number. Further, if the required quantity as per Original PQR is only one (1), then relaxed PQR shall also remain the same, since quantity is non-divisible in this case.)
 - b) **Financial Pre Qualifying Requirement (PQR) including Turnover:** The financial pre-qualifying requirements is relaxed by 50% of the original Pre –Qualifying Requirement specified in the tender.
 - c) Other Pre-Qualifying requirements such as Machineries, BIS, or any form of licenses or customer approval or requirements other than stated in **Point no. (a) and (b)** above, shall remain the same for all bidders.
 - d) Definition of Start-up shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any.

Chapter-IV: Techno – Commercial Terms and Conditions:**A. PART - I (TECHNICAL SPECIFICATION)****1. Total Requirement:**

S NO.	Item Description	Dia	Unit	Qty.	Site Address
1	32 NB GI Hand Rail Pipes conforming to IS:1161 (Medium Grade & Plain Ends)	32 NB	MT (Metric Ton)	79	TSGENCO 4x270 MW Bhadradi TPS

2. Length of the Handrail Pipes shall be 5 to 7 meters.**3. Tolerance: -**

- i. Ordering Quantity Tolerance shall be $\pm 5\%$ of the tendered quantity.
- ii. Supply Quantity Tolerance shall be $\pm 5\%$ of the tendered quantity.

4. Product quoted by bidder must meet the technical specification mentioned above as per relevant IS standards.**5. Material Test Certificate has to be submitted at the time of dispatch.****6. Inspection & Testing at Suppliers Works:**

BHEL reserves the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site as per BHEL/Customer's field quality plan. BHEL may get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the vendor. In case of rejection at any stage, supplier shall be liable to replace the materials at his own cost.

B. Part – II (Techno Commercial conditions): -

1. Tenders beyond the scheduled due date & time cannot be submitted by the bidders in the e-procurement portal.
2. 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.
3. No Consortium bidding is allowed for the subject tender.
4. Part offer shall be rejected i.e. bidder must quote for the total quantity as per Enquiry.
5. **Price:** Bidders should quote the prices as specified in the Volume – II - Price Bid. Other papers or documents inscribing the rates of material shall be liable for rejection.

6. Evaluation Criteria:

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

6.2 Tenders will be evaluated on the basis of “*Total Cost to 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).

7. **Validity of Price:** 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 material.

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

8. **Delivery Terms:** Suppliers shall quote the rates on F.O.R. Destination basis only. Offers other than F.O.R. Destination Basis will not be accepted by BHEL.

9. **Delivery Schedule:** Complete material shall be delivered to site within 45 days from the date of Purchase Order.

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

10. Delivery Destination:

Ship to (Consignee) and Sold to (Buyer) Address	Construction Manager, BHEL 4X270 MW Bhadradi TPS Village-Ramanujawaram, Post-Manuguru, Distt.-Bhadradi Kothagudem, PIN – 507117, Telangana GST No.: 36AAACB4146P1ZG
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11. **Transit Insurance:** 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.

12. **Payment Terms:**

❖ Payment for 97% of order value excluding GST (on 100% F.O.R value) shall be released within 45 days from date of receipt & acceptance of material at site & and submission of following documents: -

- a) GST Compliant Invoice (1 Original + 2 copies)
- b) Copy of Intimation to Insurance Company
- c) Material Test Certificate
- d) Guarantee Certificate
- e) Store Receipt Voucher

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

Vendor has declared such Invoice in their GSTR-1 & has paid the tax to the Government by filing GSTR-3B or any other return/form for payment of tax so that Vendor's invoice details appear in BHEL's GSTR-2A. Payment may not be released if above is not complied & invoice details do not appear in BHEL's GSTR-2A.

❖ Balance 3% Payment (Excluding GST) shall be released within 30 days from the date of submission of Performance Bank Guarantee (PBG - confirmed by Issuing bank). Bank guarantee from any of the consortium Banks of BHEL for 3% of total order value (Excluding GST) is 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.

❖ PBG shall be furnished at BHEL PSWR HQ, Nagpur office.

❖ Paying Authority shall be Construction Manager, BHEL, 4X270 MW Bhadradi TPS.

❖ All Payment related documents shall be furnished to the following address:

Construction Manager,BHEL,
4X270 MW Bhadradi TPS
Village-Ramanujawaram, Post-Manuguru,
Distt.-Bhadradi
Kothagudem, PIN – 507117, Telangana

- ❖ Bank details endorsed (signed & stamped) by bank for release of payment through RTGS/EFT to be submitted (format shall be provided along with order).
13. 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.
14. **Liquidated Damages/Penalty for delay in supply:**
- ❖ LD (Liquidated Damages) shall be 0.5% order value of undelivered portion for per week of delay or part thereof 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.
15. BHEL reserve the right to cancel the Contract in case of delay in delivery of material by vendor and failure to comply with quality requirements. BHEL also reserves the right to place the order on the other bidder who has taken part in this tender, subject to his compliance of procedures of BHEL in terms of price.
16. Bidder should have valid PAN. Relevant document in support of above shall be submitted
17. **Guarantee:** Material shall be guaranteed against any defect for a period of 12 months from the date of receipt of Material at site. In case of notification of defect, supplier shall replace the defective material free of cost (inclusive of freight, material cost, taxes etc.) up to destination within a period of 30 days from the date of intimation by BHEL to Vendor.
18. **Short Closure:** BHEL may short close the contract at any stage without assigning any reasons.

Chapter-V: Instructions for filling the Price Bid

1. Bidders should quote the prices in Volume – II - Price Bid in the E-Procurement Portal. Other papers or documents along with the price bid inscribing the rates of material shall be liable for rejection.
2. Price shall be inclusive of Packaging and Forwarding charges, Freight charges.
3. Transit Insurance in scope of BHEL.
4. Price to be quoted in INR,
5. Bidder must quote the price elements mentioned in price schedule, if any element left blank shall be construed as the price is included in all-inclusive FOR Price.