

TENDER ENQUIRY

No. 1706092

Supply of Electrically operated Impact Wrench System to RSC Baroda office of BHEL PSWR

TECHNICAL BID - VOLUME- I

VOLUME-I CONSISTS OF:

- ❖ Notice Inviting Tender,
- ❖ Volume-I A - Technical Conditions of Contract (TCC),
- ❖ Volume- I B - General Conditions of the Contract (GCC),

VOLUME-II CONSISTS OF:

- ❖ Volume-II - Price Bid



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345-KINGSWAY, NAGPUR-440 001

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TENDER**Volume – IA: Technical Bid**E - Tender No: 1706092 dated **11-01-2018** comprising of the following:

<u>Salient Details of NIT</u>		
S. No.	Issue	Description
1.	Job	Supply of Electrically operated Impact Wrench System to RSC Baroda office of BHEL PSWR
2.	E - Tender No	1706092
3.	Details of Tender Document	
3.1	Volume _ I A	Technical Bid – (Pre-Qualification Criteria & Technical Specification)
3.2	Volume _ I B	General Conditions of the Contract (GCC)
3.3	Volume _II	Price Schedule
4.	Issue of Tender Documents	From BHEL website (www.bhel.com) and https://bheleps.buyjunction.in (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)
5.	Due Date Of Offer Submission	Date: 25-01-2018 Time: 15:00 hrs https://bheleps.buyjunction.in <i>Offer to be submitted in online only through e-procurement Portal.</i> (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)	<i>Date : 25-01-2018 Time : 15.15 Hrs</i> <i>Notes:</i> <i>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.</i>
7.	Cost of Tender	Not Applicable
8.	EMD Amount	Rs. 40,000/- (Rupees Forty Thousand only)
9.	Schedule of Pre-Bid Discussion	Not Applicable
10.	Last Date of Seeking Clarification	23-01-2018 <i>Along with soft version also, addressing to undersigned & to others as per contact</i>

<u>Salient Details of NIT</u>		
		<i>address given below.</i> <i>Bidders may consider to seek clarifications on the e-tender portal---</i> <i>https://bheleps.buyjunction.in</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 -->Tender Notifications →View Corrigendum(s) & on e-tender portal https://bheleps.buyjunction.in and not in the newspapers. Bidders to keep themselves updated with all such information

Notes:

- 1.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. **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 shall not be considered for evaluation.**

2.0 Procedure for Submission of Offer**i. Submission of Tender :**

- A. Bidder has to submit their offer through E-mail at said email ids only. The e-mail shall be addressed to following mail ids
- I. anilkyadav@bhel.in
 - II. kabhi@bhel.in
 - III. nshivde@bhel.in
 - IV. prchiwarkar@bhel.in
- B. Bidder shall submit the following documents (separately) through Email as part of their offer on or before the due date & time:
- a) "No Deviation Certificate" as their acceptance to all terms and conditions of the tender,
 - b) Password Protected Price Bid as per the format given in Volume II 'Price Bid'.
 - c) VOLUME -IA-Technical Bid duly signed by authorized representative.
 - d) VOLUME -IB GCC duly signed by authorized representative.
 - e) Documents in support of PQR.
 - f) Copy of PAN and GST registration.
 - g) Techno-Commercial Compliance cum Checklist

- C. Duly signed and stamped **Password Protected Price bid** shall be submitted in 'pdf file in Adobe version 5.0 or above' with password protection and it shall be sent by e-mail as indicated above. Password of the protected file shall be declared by the bidder upon specific request of BHEL at the specified time to be informed later.
- 3.0 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.
- 4.0 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.
- 5.0 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.
- 6.0 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.
- 7.0 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.
- 8.0 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.
- 9.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD, if any.
- 10.0 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.

- 11.0 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 reserve 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.
- 12.0 Tenders must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in SCC, will be governed by GCC.
- 13.0 Validity of the offer shall be for six months from the latest due date of offer submission or specified otherwise in GCC/SCC/TCC of tender.
- 14.0 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.
- 15.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 16.0 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.
- 17.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 18.0 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.
- 19.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 20.0 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- I A
 - f. General Conditions of Contract (GCC) - Volume- I B

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR

Tender No: 1706092

Desc: Electrically operated Impact Wrench System

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 Pur)

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 – 3048633
- ❖ Sr. Engineer Purchase, Email id: kabhi@bhel.in, Ph: +91 – 712 – 3048704
- ❖ Sr. Engineer Purchase, Email: sk@bhel.in, Ph: +91 – 712 – 3048635
- ❖ Sr. Engineer Purchase, Email: pragati.tigga@bhel.in Ph: +91 – 712 – 3048735

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 so on 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. Performance Bank Guarantee

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 PBG shall be for a value of 10% of the Purchase order.

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 issued by:

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

➤ Nationalised Banks Nationalised Banks

- ❖ Allahabad bank
- ❖ Andhra bank
- ❖ Bank of Baroda
- ❖ Canara Bank
- ❖ Corporation bank

- ❖ Central bank
- ❖ Indian Bank
- ❖ Indian Oversea 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

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra
 - c. 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".
- d. This PBG clause is a general clause and valid wherever BG (Bank Guarantee) / PBG (Performance Bank Guarantee) / CEBG (Contract Execution Bank Guarantee) is applicable

~~6. Reverse Auction Terms & Conditions~~

~~BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to~~

~~give their acceptance with the offer for participation in RA (as per format enclosed in **Vol-IC Techno-commercial Compliance**). Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.~~

~~Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).~~

~~The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.~~

~~If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).~~

~~As a reminder to the bidders, system will flash following message (in RED color) during the course of 'online sealed bid':~~

~~**"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"**~~

~~**Note:- In case the tender is an e-tender and bids are submitted on e-procurement portal of BHEL → <https://bheleps.buyjunction.in>, the term 'envelope sealed bid' to be read as "price bid in e-procurement portal".**~~

7. MSE Vendors:

Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees (as in SI No 1 viii of NIT) and Earnest Money deposit (EMD) (as in SI No 1 vii of NIT)

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.

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

I. Pre-Qualification Criteria (PQR)

A Technical:

Product quoted by bidder must conform to the technical specification mentioned in “*Section-II. Techno – Commercial Terms & Conditions (Part – I : Technical Specifications)*”. The offers received same shall be evaluated for technical compliance. Bidder must submit product catalogue/ technical details of the offered product.

B Price Bid Opening

Price bids of those bidders who stand qualified subsequent to the compliance of above PQR criteria A shall be opened.

II. Techno – Commercial Terms & Conditions**A. Part – I : TECHNICAL SPECIFICATION FOR ELECTRICALLY OPERATED IMPACT WRENCH**

SN	DESCRIPTION	SPECIFICATION
1	Application	Suitable for Forward/Reverse rotation for Tightening and Loosening Screws and Nut -Bolts.
2	Output Torque Range	0-1000 Nm.
3	Bolt/Screw Head Diameter	(0-32 mm Diameter)
4	Tool Holder	1 Inch External Square.
5	Power Supply	110-230 V/50 Hz Supply
6	Weight	Less than 20 Kg
7	Warranty	One year manufacturer's warranty from the date of delivery

Quantity Required: 03 Nos.**Consignee Site:** BHEL RSC Baroda site office

Supplier shall comply with the quality requirement and must submit the following:-

Bidder to submit the following information along with the offer:

1. *Technical details of the offered product.*
2. *Product Catalogue along with detail specification of item.*

Bidder to submit the following documents at the time of delivery:

1. *Operation & Maintenance Manual.*
2. *Warranty Certificate.*

B. Part – II : Commercial

1. Tenders beyond the scheduled due time cannot be submitted by the bidders.
 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 in the Volume – II - Price Bid. Other papers or documents inscribing the rates of material shall be liable for rejection.
 6. Firm Price has to be quoted inclusive of all Testing, Inspection, and Service charges etc. Basic price is firm till the supply completion against the Purchase order.
 7. **Evaluation criteria:** Tenders will be evaluated on the basis of “Total Landed Cost to BHEL PSWR of all Chemicals as a complete package”, i.e. total cost to the 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).
 8. **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 against MDCC's (Material Dispatch Clearance Certificate) issued by BHEL site within the validity of the purchase order.
- Note:** - Price Variation Clause (PVC) is not applicable against this tender enquiry.
9. **Validity of Purchase Order:-** Till completion of supply as per delivery schedule & subsequent delivery extension (if any).
 10. **Delivery Terms:** Suppliers shall quote the rates on F.O.R. Destination basis only. Offers other than F.O.R. Destination Basis shall not be accepted by BHEL.
 11. **Transit Insurance:** By supplier.
 12. **Dispatch Modality:** - By Road. Supplier shall supply till the destination site. Proper care should be taken so that damage is not done to material in terms of scratch, shear or any kind of indentation.
 13. **Rights of BHEL:** - BHEL does not guarantee ordering of any specific quantity. BHEL reserves the right to negotiate or re-float the tender if the lowest offered price is not found competitive.
 14. **Pre Dispatch Inspection:-** If required, BHEL will carry out pre-dispatch inspection at Supplier's work by BHEL/TPIA Quality Engineer. Supplier shall intimate about the call for inspection

15. Delivery Schedule:

- ❖ Material shall be delivered to site on FOR destination basis within 45 days from date of receipt of PO.

- ❖ **Delivery Destination:**

Ship to (Consignee) and Sold to (Buyer) Address	BHEL Office C-16 & 17 BHEL Township Gayatri Nagar, Gotri Vadodara-390021, Gujarat GST No.: 24AAACB4146P1ZL
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16. Payment Terms:

- ◆ 90% of order value shall be released within 45 days after receipt & acceptance of material at site and submission of following documents:-
 - a) GST Complaint Invoice (1 Original + 2 copies)
 - b) Warranty Certificate for Supplies
 - c) Store Receipt Voucher
 - d) Original Bank details endorsed (signed & stamped) by bank for release of payment through RTGS/EFT (format shall be made available at the time of releasing PO).
- ◆ Balance 10% of order value shall be released within 15 days on submission of Performance Bank Guarantee (PBG - confirmed by Issuing bank). Bank guarantee to be submitted in prescribed format from any of the consortium Banks of BHEL *for 10% of total basic value* within 30 days from date of completion of trial operation. The PBG shall be valid up to end of the warranty period with additional claim period of 3 months after warranty.
- ❖ **For GST:**
- ◆ Applicable GST shall be released upon compliance of following documents:
 - a) Vendor declaring such Invoice in their GSTR-1
 - b) Confirmation of payment of GST thereon by vendor by submitting acknowledgement/copy of GSTR-3
 - c) Aforesaid GST payment is subject to receipt of goods and tax invoice by BHEL thereof
- ❖ All Payment related documents shall be furnished to the following address:

AGM/PURCHASE
Bharat Heavy Electricals Limited,
Power Sector Western Region,
Shreemohini Complex, 345 Kingsway,

Nagpur – 440001

- ❖ Performance Bank Guarantee document shall be furnished to following address:

AGM/PURCHASE

**Bharat Heavy Electricals Limited,
Power Sector Western Region,
Shreemohini Complex, 345 Kingsway,
Nagpur – 440001**

- ❖ All the bank charges including charges for establishing, confirmation and amending the BGs, if necessary, shall be to Vendor's account.
- ❖ Bank details endorsed (signed & stamped) by bank for release of payment through RTGS/EFT (format shall be made available at the time of releasing PO).
- ❖ For indigenous suppliers, if the documents are routed through Bank, then all bank charges will be to vendor's account.
- ❖ Paying Authority shall be **BHEL PSWR Nagpur Office.**

17. 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.

18. **Liquidated Damages/Penalty:**

- ❖ A sum equivalent to half percent $\{\frac{1}{2}\}$ % of the total contract price per week part thereof, subject to a maximum of ten percent @ 10% of the total contract price excluding elements of taxes, duties and freight, if seller/contractor has failed to deliver any part of the goods within the period stipulated in the Order/Contract.
- ❖ 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.

19. **Earnest Money Deposit (EMD):** Not Applicable

20. BHEL reserve the right to cancel the Contract in case of delay in delivery 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.

21. **Short Closure:** BHEL may short close the contract at any stage without assigning any reasons.

III. Instructions for filling the Price Bid

1. Bidder shall fill the rates only in the Price format given by BHEL in Volume - II. Other papers or documents along with the price bid inscribing the rates of material shall be liable for rejection.
2. Packaging and Forwarding charges and Freight shall be included in the Basic Cost.
3. Transit Insurance is in the scope of BHEL.
4. Prices 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 F.O.R. price.

IV. Techno-Commercial Compliance cum Checklist

Bidder Name		
Bidder Address		
Contact Person:		
Email Id:		
Mobile No.:		
S.No	BHEL Requirements	Supplier Acceptance/Remarks
1.	Delivery Terms	☐ Accepted ☐ Not Accepted
2.	Delivery period	☐ Accepted ☐ Not Accepted
3.	Payment terms	☐ Accepted ☐ Not Accepted
4.	Payment terms Loading	No Deviation Allowed
5.	Liquidity Damages (LD)	☐ Accepted ☐ Not Accepted
6.	Liquidity Damages Loading	No Deviation Allowed
7.	Risk Purchase	No Deviation Allowed
8.	Validity of Offer & Purchase Order	☐ Accepted ☐ Not Accepted
9.	Pan Card	☐ Submitted ☐ Not Submitted
10.	GST registration certificate (REG25)	☐ Submitted ☐ Not Submitted
11.	TYPE OF INDUSTRY (Micro/ Small/ Others) (Valid Documentary evidence to be furnished)	☐ Micro ☐ Small ☐ Others
12.	MSE (Owned by SC/ST) (Valid Documentary evidence to be furnished)	☐ MSE (Owned by SC/ST) ☐ Not Applicable
13.	MSE Certificate	☐ Submitted ☐ Not Submitted
14.	No Deviation Certificate attached (with required compliance)	☐ Submitted ☐ Not Submitted
15.	Technical Specification / Catalogue	☐ Submitted ☐ Not Submitted
16.	Acceptance of Terms & Conditions of 'Volume I-B General Conditions of Contract (GCC)'	☐ Accepted ☐ Not Accepted
17.	Acceptance of Terms & Conditions of 'Volume-IA Technical Bid'	☐ Accepted ☐ Not Accepted
18.	Provide the Rate of GST here (in %)	
19.	Provide the HSN Code here	

SIGNATURE OF TENDERER

V. CERTIFICATE OF NO DEVIATION

Tender 1706092

I/WE, M/s

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

SIGNATURE OF TENDERER