

TENDER

Volume – IA: Technical Bid

E - Tender No. 2201094 **Date 31-10-2022** comprising of following:

Salient Details of NIT		
S. No.	Issue	Description
1.	Job	Detailed drawing preparation based on Input design drawings provided by BHEL/PEM for 4 Nos Coal Bunker Silos (Total quantity 828 MT approx.) Including Ring Girder, shell, SS clad hopper and supporting structures etc and getting approval from BHEL PEM/PVUNL, Fabrication and supply of finished product to Patratu site (Raw steel will be supplied by BHEL as per TCC) for this Package as per BOM/Drawings for Unit# 3 of 3 X 800MW PVUNL Patratu site.
2.	E - Tender No	2201094
3.	Details of Tender Document	
3.1	Volume_IA_Technical_bid	NIT & Technical Conditions of contract
3.2	Volume_IA_Technical_bid_Appendix-I (Part of Vol-IA)	Additional Terms &Condition
3.2	Volume_IA_Technical_bid_Appendix-II	Technical Specification
3.2	Volume_I B	General Conditions of the Contract (GCC)
3.3	Volume_I C	Techno-Comml - Compliance
3.4	Volume_II	Price Bid
4.	Issue of Tender Documents	From BHEL website (www.bhel.com) and https://eprocurebhel.co.in/nicgep/app (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)
5.	Due Date Of Offer Submission	Date: 07-11-2022 Time: 14:00 hrs https://eprocurebhel.co.in/nicgep/app 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).

Salient Details of NIT		
6.	Opening of Tender (Techno-Commercial Bid)	Date : 07-11-2022 Time : 17:00 Hrs <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.	Bid Security Declaration	Bid Security Declaration is mandatorily required to be submitted by bidders
9.	Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Rs. Two Lakh Only)
10.	Schedule Of Pre-Bid Discussion	Not Applicable
11.	Reverse Auction	Applicable
12.	Evaluation Currency	INR
13.	Last Date of Seeking Clarification	05-11-2022 <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> https://eprocurebhel.co.in/nicgep/app
14.	Integrity Pact & Details of Independent External Monitor (IEM)	As per Annexure-1 (Integrity Pact), Shri Otem Dai, IAS (Retd.) Email: iem1@bhel.in Shri Bishwamitra Pandey, IRAS (Retd.) Email: iem2@bhel.in Shri Mukesh Mittal, IRS (Retd.) iem3@bhel.in
15.	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://eprocurebhel.co.in/nicgep/app 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://eprocurebhel.co.in/nicgep/app>**. 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

Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://eprocurebhel.co.in/nicgep/app>. 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://eprocurebhel.co.in/nicgep/app>
- 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. **NIC portal Helpdesk Contacts**

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

International bidders are requested to prefix 91 as country code

Email Support

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.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.
- 10.0 Unless specifically mentioned otherwise, bidder's quoted price shall 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 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.
- 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 Six months from the latest due date of offer submission.

- 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 In the course of evaluation, if more than one bidder happens to be L-1, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to be the L-1 subsequent to 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 authorised representative(s). Ranking will be done accordingly. BHEL's decision shall be final and binding in such situations.

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. Price Bid – Volume – II
- c. Technical Conditions of Contract (TCC) - Volume- I A (All parts)
- d. Notice Inviting Tender (NIT)

- e. Techno-Comm – Compliance – Volume - I C
- f. General Conditions of Contract (GCC)

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
(GM Pur)

IMPORTANT INFORMATIONS

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:

1. GM Purchase, Email id: rmalhotra@bhel.in. Ph: +91 – 712 – 2858633
2. Manager Purchase, Email: ncsharma@bhel.in, Ph: +91 – 712 – 2858635
3. Manager Purchase, Email: rajivkumar@bhel.in, Ph: +91 – 712 – 2858717
4. Engineer Purchase, Email id: jayant@bhel.in , Ph: +91 – 712 – 2858635

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.

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_guidelines_adbridged.pdf

5. All Statutory Requirements as applicable for these Projects shall be complied with

6. 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."

7. 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.

8. Performance Bank Guarantee/ Bank Guarantee

Wherever 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 as cited in the tender document.

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:

Sl.	Name of the bank	
1	State Bank of India	
2	Canara Bank	
3	Axis Bank	
4	Bank of Baroda	
5	Central Bank	
6	Citi Bank N.A.	
7	Deutsche Bank **	
8	Exim Bank	
9	Federal Bank Limited	
10	HDFC Bank Limited	
11	Hongkong and Shanghai Banking Corporation Ltd	
12	Indian Bank	
13	ICICI Bank Limited	
14	IDBI Bank Limited	
15	IndusInd Bank Limited	
16	Indian Overseas Bank	
17	Kotak Mahindra Bank Limited	
18	Punjab National Bank	
19	RBL Bank Ltd.	
20	Standard Chartered Bank	
21	Union Bank of India	
22	Yes Bank Limited	

- 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
 - e. **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**

9. Reverse Auction Terms & Conditions

- BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders.
- Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for 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.

10. MSE Vendors:

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

Definition of MSME: - As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME regarding change in definition of Micro, Small & Medium Enterprises (MSMEs) applicable w.e.f. 01.07.2020. According to the notification, following criterion is envisaged for definition of MSMEs:-

S. No.	Type of Enterprise	New Criterion/ Definition
1	Micro	a micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees
2	Small	a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees
3	Medium	a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees

The above shall be applicable to this tender and relevant documents (Udyam Registration Certificate) must be submitted to establish the MSME status by the bidder failing to which the bidder shall be considered on par with other non-MSME bidders.

11. Earnest Money Deposit (EMD):

Refundable, Non-interest bearing Earnest Money Deposit (EMD) of **Rs. 2,00,000/- (Rupees Two Lakh Only)** is applicable for this Enquiry. Micro & Small Enterprises (MSE) is exempted from EMD. 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)
- ❖ 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, Nagpur Main Branch, Branch Code-00432
City	Nagpur
Account number	40227423158
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://eprocurebhel.co.in/nicgep/app>**.

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.

12. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) CLAUSE:

- ❖ "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".

- ❖ For subject tender, only Class-I local suppliers are eligible to bid inline with Cl. 3(a) of MII Circular No. P-45021/2/2017-PP (BE-II), Dated 16/09/2020 as there is sufficient Local capacity & Local competition.
- ❖ In case of subsequent order issued by nodal ministry, changing the definition of local content for items of the NIT, the same shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT. The local supplier at the time of tender, bidding or solicitation shall be required to provide Certification that as per the offered items they meet the requirement of Class-I Local supplier as per the provisions of PPP-MII order, revision dated 16.09.2020 of Govt. of India and relevant circulars issued by nodal ministry wrt. to above mentioned orders and shall give details of location at which local value addition is made.

Minimum 50% Local content required for MII compliance against this tender.

13. Restriction under rule 144(xi) of the General Financial Rules (GFRs)2017 :

In compliance with order issued by “Department of Expenditure’s (DoE) Public Procurement Division ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020, following restriction is hereby ordered under rule 144(xi) of the General Financial Rules (GFRs)2017 :

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

Format - I

(To be submitted in the bidder's letter head)

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

Tender Specification No:

Tender Description:

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the

bidder.....> is / are

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

Format - II

Bid Security Declaration Form

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: Bid Security Declaration

Ref: Tender Specification No:

Tender Description:

1. I/We Mr/ Ms..... authorised person to sign the bid documents for tender pertaining to the captioned scope do hereby declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.
2. I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.
3. If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, if applicable or to submit security deposit as defined in the tender document/LOA, we will be suspended for the period of time as specified in the tender document from being eligible to submit bids/proposals to BHEL.

**Signature of the Authorised Signatory
(With Name, Designation and Company seal)**

Place:

Date:

Format - III

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND
SUBSEQUENT ORDER(S)

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) **Tender Specification No:**

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for ‘**Class-I local supplier**’ / ‘**Class II local supplier**’ ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

...
...
...

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

** - *Strike out whichever is not applicable.*

Note:

- 1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
- 2. In case the bidder’s quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
- 3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

Format – IV
Undertaking for Indian Bidders

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Tender Specification No:

I/We, _____ declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

Sign. of the Authorised Signatory
(With Name, Designation and Company seal)

Place:

Date:

Format - V
DECLARATION

Date: _____

To	_____
	BHEL, _____

Email:	_____

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable).

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,
(_____)

From: M/s _____
Supplier Code: _____
Address: _____

Format – VI

Declaration for prevention/elimination of suspected cartel formation between suppliers

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: Declaration for prevention/elimination of suspected cartel formation between suppliers

Ref: Tender Specification No:

I/We hereby declare that I/We 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 contract, submission or non-submission of bids of any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

**Sign. of the Authorised Signatory
(With Name, Designation and Company seal)**

Place:

Date:

I. Pre-Qualification Criteria (PQR)

Bidder shall essentially meet all the Qualifying Requirements cited below:

A	<p>A.1 Bidder must have executed at least one Fabricated steel coal bunker silo work (including Ring beams, shells & hoppers) of at least 150 MT for 250 MW or above capacity thermal power plant within last Seven years from the latest date of technical bid opening.</p> <p>Towards above, bidder must submit the following:</p> <ul style="list-style-type: none"> • Purchase/Work orders and proof of delivery/supply of Fabricated steel coal bunker silo (including Ring beams, shells & hoppers) of at least 150 MT in last seven years from the latest date of technical bid opening. • Factory Registration Certificate / Factory License
B	<p>Financial Turnover</p> <p>Bidders must have achieved an average annual financial turnover (Audited) of Rs. 1.5 Crore or more, over the last three Financial Years (FY) i.e. 2019-2020, 2020-21 and 2021-2022'.</p>
C	<p>Submission of Integrity Pact duly signed (IP)</p> <p>The IP as enclosed with the tender document is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in bidding. In other words, entering into this pact would be a preliminary qualification.</p>
D	<p>Customer Approval</p> <ul style="list-style-type: none"> ❖ Credentials of the bidders meeting the Pre-Qualifying requirements and techno-commercially qualified shall be forwarded to customer for their approval ❖ The Price Bid of bidders who are approved by customer shall be opened and considered for further evaluation.

Explanatory Notes for PQR

1. 'Supplying' in QR - A means bidder should have delivered the Fabricated structures. Bidder shall submit the relevant documents against the above PQRs inclusive of Purchase order (wherein PO no., date, 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. The word 'Contract' referred in Technical PQR may be Rate contract/Framework Agreement/Purchase Order/Work Order.
2. Bidders against which Risk & Cost has been imposed by PSWR Nagpur shall not be eligible to qualify for this tender.
3. Bidder shall necessarily submit the following details in the given formats:
 - i. Duly Filled Vendor's Proposal and Evaluation Report (Refer TCC Appendix -I, Annexure-4: P4F1R0)
 - ii. Duly Filled Vendor Questionnaire. (Refer TCC Appendix -I, Annexure-5: P4F2R0)
 - iii. Factory Registration Certificate/ Factory License

- iv. Overall Organization Chart with Manpower details (Design, Manufacturing, Quality etc.)
 - v. Supply reference list indicating similar product supply order reference no., customer name, rating of product, date /year of supply, date / year of commissioning.
 - vi. List of Manufacturing Equipment available with vendor.
 - vii. List of Testing Equipment available with vendor.
 - viii. Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any.
 - ix. Details of Outsourced Manufacturing Processes, if any.
 - x. Quality control exercised during receipt, in-process & final inspection
 - xi. Bidder's factory shall have facilities as per Annexure-A (refer Vol- IA). Supporting documents submitted against this shall adhere to naming philosophy as per Annexure-A only. BHEL/NTPC may carry out shop/factory assessment, if necessary.
4. 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
 5. 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
 6. 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
 7. Consortium bidding is not allowed.
 8. 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.
 9. **Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.**
 10. **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.**
 11. **Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) and Startups:**
 - a) **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.
 - b) Other Pre-Qualifying requirements such as Machineries, BIS, or any form of licenses or customer approval or requirements other than stated in **(b)** above, shall remain the same for all bidders.
 - c) Definition of Startup shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any.

II. Techno – Commercial Terms and Conditions:

1. **Total Tendered Quantity: 828 MT (\pm 30%)**
2. **Ordering Philosophy:**
3. L-1 Bidder shall be awarded with acceptable L-1 rate and shall be considered for award of subject Package.
4. Tenders beyond the scheduled due date & time cannot be submitted by the bidders in the e-procurement portal.
5. 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.
6. **No Consortium bidding is allowed for the subject tender.**
7. Part offer shall be rejected i.e. bidder must quote for the total quantity as per Enquiry.
8. **Price:** Bidders shall quote the prices in Volume – II - Price Bid section in the E-portal.
9. **Evaluation criteria:**
 - i. Price bids of the techno-commercially acceptable offers shall be opened for Price Evaluation.
 - ii. Tenders will be evaluated on the basis of delivered cost, 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)
10. **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. Destination is **3 X 800 MW PVUNL Patratu Site Jharkhand** .
11. **Quantity Variation: \pm 30%.**
12. **Weighment:** BHEL or BHEL approved third party weighment shall be final and payment will be done accordingly.
13. **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.
14. **Payment Terms:** As per TCC
15. 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.
16. **Liquidated Damages/Penalty:**

LD shall be 0.5% of basic value of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total contract value (i.e. excluding elements of taxes).

For this purpose, the period of delay shall be the delay attributable to the Fabricator for the completion of work as per contract. Contract Value for this purpose, shall be the final executed value exclusive of Extra Works executed on Man-day rate basis, Supplementary/Additional Items.

17. 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.
18. MSE Purchase preference as per Cl. N. 33 of Vol-IB-GCC shall not be applicable against this tender enquiry.
19. Bidder should have valid PAN. Relevant document in support of above shall be submitted.
20. **GeM Seller ID:**

Bidder participating in the subject tender is requested to get registered in “**Government e-Marketplace**” (GeM). This is one of the pre-requisite criterion for the **Order Placement**. GeM Seller ID shall be provided in the document “VolICheckList2201094”.
21. **Short Closure:** BHEL may short close the contract at any stage without assigning any reasons.

III. Instructions for filling the Price Bid

1. Freight, Packaging and Forwarding charges is in the scope of Fabricator.
2. Transit Insurance is in the scope of BHEL.
3. Prices to be quoted in INR only (Volume-II). Price bids shall be duly filled and digitally signed.
4. 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.
5. 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.