

TENDER

Volume – IA: Technical Bid

E - Tender No: 2403179 Date 18-02-2025 comprising of following:

Salient Details of NIT		
S. No.	Issue	Description
1.	Job	Procurement of Various Chemicals for 1X660 MW MAHAGENCO, Bhusawal on 'F.O.R.' Destination basis
2.	E - Tender No	2403179
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 _I C	Techno-Commercial- Compliance Note: - Volume-IC-Techno-Commercial- Compliance consists of following sections: - ➤ Checklist ➤ Bidder's Response to PQR ➤ DECLARATIONS AND FORMS
3.4	Volume _II	Price Schedule
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: 21-02-2025 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).
6.	Opening of Tender (Techno-Commercial Bid)	Date : 21-02-2025 Time : 17.00 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

Salient Details of NIT		
8.	Schedule Of Pre-Bid Discussion	Not Applicable
9.	Last Date of Seeking Clarification	21-02-2025 Along with soft version also, addressing to undersigned & to others as per contact address given below. <i>Bidders may consider to seek clarifications on the e-tender portal---</i> https://eprocurebhel.co.in/nicgep/app
10.	Integrity Pact & Details of Independent External Monitor (IEM)	Not Applicable
11.	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.
- ❖ **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

iii. **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 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

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 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:

1. GM Purchase, Email id: dipeshpalit@bhel.in Ph: +91 – 712 – 2858633
2. Sr Manager Purchase, Email: biraj@bhel.in, Ph: +91 9856083706
3. Sr Engineer Purchase, Email id: jayant@bhel.in , Ph: +91 7018702036

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

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

5. 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."

6. 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.

7. Performance Bank Guarantee/ Bank Guarantee – Not Applicable for this enquiry

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**

8. 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.

9. 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.

10. Earnest Money Deposit (EMD): **Not 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)
- ❖ 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.

11. **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 in line 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.

12. 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:

- Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
- 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).
- 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:

Format – VII**Declaration for Conflict of Interest with Other Bidders**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - i) The principal manufacturer directly or through one Indian agent on his behalf; **and**
 - ii) Indian/foreign agent on behalf of only one principal; **or**
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

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.

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

Place:

Date:

I. Pre-Qualification Criteria (PQR)

In order to get qualified against each chemicals, supplier shall essentially meet all the qualification requirement cited against respective chemicals.

A Technical: To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): Bidder must have supplied Chemicals i.e Sodium Hydroxide or Hydrated (Slaked) Lime or Non Ferric Alum or combination these chemicals of worth **Rs 10 Lakhs** in the last three (3) years as on latest date of bid submission along with appropriate document against proof of supply shall be provided with offer in support of experience criteria.

Note for Dealers: Dealers to submit the Dealership certificate along with Manufacturer Govt. product manufacturing certificate (valid NSIC registration certificate) during MDCC request.

B Financial Turnover: **20 Lakhs**, Audited Financial documents of FY 2020-21, 2021-22 & 2022-2023 shall be furnished in support of Turnover Criteria and this requirement shall supersede other Turnover parameters cited elsewhere.

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.

In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover QR (Qualifying requirement) 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.

C Price Bid Opening: Price bids of those bidders who stand qualified subsequent to the compliance of PQR criteria A and B shall be opened

Explanatory Notes for PQR

- i. 'Supplied' in QR - A means bidder should have delivered the Chemicals. 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. Latest date of offer submission (considering all tender extensions, if any) shall be reckoned as the date of Part-I opening and this date shall be considered for the evaluation of credential thus submitted for PQR-A.
- iii. 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.
- iv. 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
- v. 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
- vi. Consortium bidding is not allowed
- vii. 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.
- viii. **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.**
- ix. **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.

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:**A. Part – I: Technical**

1. Product quoted by bidder must meet the technical specification mentioned.

S. No.	Item Descriptions	Unit	Qty.
1	Hydrated (Slaked) Lime (85% CaOH ₂)	MT	25
2	Sodium Hydroxide (NaOH) (48 % w/v rayon grade as per IS 252)	MT	90
3	Non Ferric Alum Al ₂ (SO ₄) ₃ as per IS:299 of 2012; Grade – IV in 20/25 Kgs Slab	MT	50

Technical Specifications of Hydrated (Slacked) Lime

Chemical Name	Hydrated (Slacked) Lime	
Chemical Formula	85 % CaOH ₂	
Certificates	Bidder shall furnish manufacturers Test Certificate & Shelf life certificate for all Chemicals at the time of dispatch to site. Supplier should submit ITA Lab test results for each LOT of supply.	
Packing	<p>The Chemicals which is in Dry/Power/Salt form must be supplied in HDPE Bags to avoid the leakage /damage /loss. Packaging Size:20/25 Kg</p> <p>Packaging Instructions : HDPE bags 25 kg</p>	
Parameters	Parameters	Specification
	Calcium Hydroxide Ca(OH) ₂	90% Minimum
	Color	Snow White
	Moisture Content	0.05 - 1.0
	Active Calcium Oxide CaO	68-70
	Silica SiO ₂	0.3
	Iron & Alumina Fe ₂ O ₃ & Al ₂ O ₃	0.5
	Magnesium Oxide MgO	0.5
	Calcium Carbonate CaCO ₃	0.5
	Acid Insoluble Matter	0.5-1.0
	Chloride CL	0.002
	Fineness Percent through 100 mesh B.S. Sieve	99

Technical Specifications of Alum

Chemical Name.	Alum
Chemical Formula	Al ₂ SO ₄

Governing Standards	As per IS:299 of 2012, Grade -IV	
Packing	The Chemicals which is in Dry/Power/Salt form must be supplied in HDPE Bags to avoid the leakage /damage /loss. Packaging instructions : HDPE bags 25 kg	
Test Certificates and Shelf Life	Bidder shall furnish manufacturers Test Certificate & Shelf life certificate for all Chemicals at the time of dispatch to site. Supplier should submit ITA Lab test results for each LOT of supply	
Parameters	Appearance	Powder
	Alumina (Al ₂ O ₃)	17% Min
	PH (5% SOL)	2.7% Min
	Iron	1% Max
	Insoluble	3% Max
	Mesh	80-100

Technical Specifications of Sodium Hydroxide

Chemical Name.	Sodium Hydroxide		
Chemical Formula	NaOH		
Governing Standards	As per IS 252 :2013		
Grade	Rayon Grade available as 48%		
Concentration	48 % by volume		
Packing	Packing Instructions : In Tanker		
Test Certificates & Shelf Life	Bidder shall furnish manufacturers Test Certificate & Shelf life certificate for all Chemicals at the time of dispatch to site. Supplier should submit manufacturer/ ISO/NABL certified labs/ Government approved Laboratory or Government owned laboratory with relevant IS Code results for each LOT of supply.		
Parameters	Characteritics	Unit	Limits
	Sodium Hydroxide(as NaOH)	%	By Mass, Min 48
	Sulphate(as Na ₂ So ₄)	%	By Mass, Max 0.015
	Chloride(as NaCL)	%	By Mass , Max 0.015
	Iron (as Fe)	%	By Mass, Max 0.001

2. **Quantity Variation:** Item wise quantity variation of ±25% is directly acceptable by supplier

3. **Material Dispatched Clearance Certificate (MDCC):** Not Applicable for this enquiry.

Supplier should supply/dispatch the material after receiving email clearance from BHEL PSWR HQ / project site.

4. **Packing Details:** Please refer Technical Specifications of respective chemicals
5. **Inspection: BHEL may inspect material,** BHEL may deputy inspector for pre dispatch inspection, material may be tested at supplier's work place before the dispatch. Supplier shall intimate to BHEL in 7 days advance before dispatched for pre-dispatched inspection. Bidder shall furnish manufacturers Test Certificate & shelf Life certificate for all chemicals at the time of dispatch to site. Supplier should submit manufacturer/ISO/NABL certified labs/ Government approved Laboratory or Government owned laboratory with relevant IS code result for each lot of supply.
6. **PO Validity:** Purchase order validity is only 06 months form the date of purchase order issuance. Offer deviating to this terms and conditions shall be liable for rejection
7. **Test Certificate & Shelf Life:** Bidder shall furnish Test Certificate & Shelf life for all Chemicals at the time of dispatch to site.
8. Chemicals will be accepted only if accompanied by "Material Test Certificate" of manufacturer / ITA Lab in accordance with relevant IS Code. Tenderer should agree for compliance.
9. **MSDS (Material Safety Data Sheet):** All chemicals should be supplied with MSDS (Material Safety Data Sheet). Chemicals without MSDS will not be accepted. Copy of MSDS shall be submitted along with dispatch invoice also
10. **Rejections of Chemical:** BHEL may inspect/test the material at BHEL Site before/after unloading for each consignment. In case tested material is not meeting the Specification requirement BHEL may accept the same by levy of penalty 10% w.r.t specification for particular consignment as per P.O rate for consignment received.

Bidder to supply the material as per Specification only. In case of rejection at any stage, supplier shall be liable to replace the materials at his own cost immediately without affecting BHEL Chemical requirement

B. Part – II: Commercial

1. Tenders beyond the scheduled due time cannot be submitted by the bidders in the NIC 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. **Price:** Bidders should quote the prices in the Volume – II - Price Bid in e-portal
5. **Evaluation Modality** –
 - 5.1 Tender will be evaluated on **Item-wise basis**.
 - 5.2 Each Item 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 & Credit of TCS).
6. **Validity of Price:** Price submitted shall be valid for (a) **1 (one)** 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 chemicals against supply intimation issued by BHEL PSWR HQ/ Project site within the validity of the purchase order. Price Variation Clause (PVC) is not applicable against this tender enquiry.
7. **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
8. **Delivery Destination:** The Destination address is as below:

Name & Address :	Site Name
Sold to Party & Ship to Party	Bharat Heavy Electricals Ltd. BHEL Site Office, Construction Manager 1X660MW, Unit-6, Bhusawal TPS, Deepnagar, Bhusawal, Dist.: Jalgaon, PIN-425307, Maharashtra GST No.: 27AAACB4146P1ZF

9. **Delivery Instruction:** Chemical shall be dispatched immediately within 7 days from the date of intimation from BHEL PSWR HQ/ Project site. This condition shall supersede the delivery schedule cited elsewhere.

The consignment is restricted for Quantity mentioned in PSWR/Site email clearance with +- deviation as per Tank capacity. Delivery is the essence of the contract for BHEL. Offer deviating delivery schedule may be liable for rejection

10. **Transit Insurance:** Transit insurance from supplier's works/warehouse to BHEL site stores shall be in scope of supplier.
11. **Payment Terms:**

Following payment term shall be applicable:

Type of Bidder	Payment Timelines
Micro & Small Enterprises	Payments shall be made to the Seller within 45 days of issue of Physical Store Receipt Voucher issued by BHEL and on-line/Physical submission of bills Proof for Micro, Small and Medium Enterprises has to be furnished by the bidder.
Medium Enterprises	Payments shall be made to the Seller within 60 days of issue of Physical Store Receipt Voucher issued by BHEL and on-line/Physical submission of bills.
Non MSME	Payments shall be made to the Seller within 90 days of issue of Physical Store Receipt Voucher issued by BHEL and on-line/Physical submission of bills

❖ **Documents required for payment:**

- a) Invoice
- b) Material self-life along with Material Safety Data Sheet & Test Certificate
- c) Insurance Intimation Letter (Insurance in Bidder Scope)
- d) Receipted LR & Weight slip of Project site (payment shall be as per weighing slip signed by site authority).
- e) BHEL Clearance for dispatch of material.
- f) Site Report.
- g) Physical Site Receipted Voucher/ Certificate.

- ◆ Paying Authority shall MAHAGENCO Bhusawal site and invoices with supporting documents shall be addressed to the following address

Bharat Heavy Electricals Ltd.
 BHEL Site Office, Construction Manager
 1X660MW, Unit-6, Bhusawal TPS,
 Deepnagar, Bhusawal, Dist.: Jalgaon, PIN-425307, Maharashtra
 GST No.: 27AAACB4146P1ZF

Note: For indigenous suppliers, if the documents are routed through Bank, then all bank charges will be to vendor's account.

9. No deviation is acceptable in Payment terms kindly submit offer accordingly

10. Liquidated Damages/Penalty:

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the Purchase Order, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed

quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever

- For of LD calculation, delivery schedule as specified in delivery instruction shall be considered

11. 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.
12. Any deviations in Technical specification or commercial conditions will not be considered and offers with such deviation may be summarily rejected
13. **Breach of Contract, Remedies and Termination:** In case of Breach of Contract, BHEL shall recover 10% of the contract value from the vendor using following instruments:
 - a) encashment of security instruments like EMD, performance security available with BHEL against the said contract.
 - b) Balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the vendor, retention amount etc. with BHEL.
 - c) Balance amount from security instrument like EMD, Performance Security and other financial remedies i.e. available bills of the vendor, retention amount etc. with other units of BHEL.
 - d) If Recovery is not possible then Legal Remedies shall be pursued.
14. **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 Supplier.
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.