

Ref. Enquiry No.: PE/PG/LAR/E-7539/2024 dated 07.06.2024

DUE DATE
17 Jun 2024
BY 02:00 PM

Dear Sir/ Ma'am

Subject: Open tender Enquiry for "Preparation of Detailed Fabrication Drawings of Structural Steel Works" for 2 X 800 MW LARA SUPER THERMAL POWER PROJECT, STAGE II as per Technical Specification No. PE-TS-508-612-C001

BHEL invites your offer for preparation and submission of detailed fabrication drawings using TEKLA 3D software including erection marking drawings for the buildings/structure mentioned elsewhere in the specification. The scope also includes obtaining approval of the drawings from BHEL. BHEL shall furnish the engineering drawings as the input to the bidder and Bidder will visit to BHEL office in Noida/Project Site at Lara as and when required **for 2 X 800 MW LARA SUPER THERMAL POWER PROJECT, STAGE II.**

Your offer shall be submitted in two parts strictly as per Clause-2.0 of the "Instructions to Bidders" of GCC Rev. 07, in sealed cover for the below mentioned.

Item Description – Preparation of Detailed Fabrication Drawings of Structural Steel Works			
Sl. No.	Project	TECHNICAL SPECIFICATIONS	Delivery completion schedule
1	2 X 800 MW LARA SUPER THERMAL POWER PROJECT, STAGE II	PE-TS-508-612-C001	As per NIT

Your best quotation/offer for the above requirement, in line with tender terms and conditions, should be submitted **online via e-procurement system (NIC portal)**. It shall be the responsibility of the bidder to ensure that the tender is submitted **on or before the due date by 02:00 PM**. Part-I (techno-commercial) bids shall be opened **at 05:00 PM on the day of the due date**.

Note: 1. Detailed tender documents have been uploaded on following websites: -

<https://eprocurebhel.co.in>

Bidders are requested to upload their best offer on <https://eprocurebhel.co.in> only.

2. In case bidders are not interested to quote, please send us the regret by e-mail or letter.

ENQUIRY TERMS AND CONDITIONS:

1. Offers should be submitted/uploaded separately in two parts **online through e-procurement system** as follows:

Part-I: TECHNO-COMMERCIAL BID

Part-II: PRICE BID

For detailed instructions, please refer GCC Rev 07 & Corrigenda 01 to GCC Rev 07- Instructions to Bidders.

2. Bidders shall submit their offers meeting the requirements of the following tender documents indicated in BHEL PEM GCC Rev- 07 and other Terms and Conditions included in this Enquiry Letter. Web link of GCC Rev 07 & Corrigenda 01 to GCC Rev 07 shall be as below, **bidders may download the GCC Rev 07 & Corrigenda 01 to GCC Rev 07 from the given web link and go through the same before quoting: - <https://pem.bhel.com/Documents/GCC/GCCRev07.pdf> & https://pem.bhel.com/Documents/GCC/CORRIGENDA_01_GCC%20REV%2007.pdf**

3. Bidders to note that following form the part of tender documents:

- General Conditions of Contract (GCC) Rev 07 and amendment thereof comprising of: Instructions to Bidders and General Commercial Terms & Conditions
- Technical Specifications
- Technical PQR
- Special Conditions of Contract (SCC Rev.00) of Project.
- Enquiry terms & conditions (NIT) with all attached documents

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4. Any hidden conditions/deviations mentioned elsewhere in offer and standard pre-printed terms & conditions of the tenderers shall not be considered valid.
5. Tenders shall be submitted strictly in accordance with the requirements of the above-mentioned tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately in Annexure-II of GCC Rev-07 along with reasons for taking such deviations in the bidding format in E-Procurement portal (NIC portal). Any deviations (Technical as well as Commercial) not mentioned in the Annexure-II shall not be considered. Bidders to note all the points mentioned in "Notes" of Annexure-II of GCC Rev.07.
6. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per General Conditions of Contracts (GCC, Rev.07), Special Conditions of Contract and Notice Inviting Tender (NIT)" **in case of no deviations.**
7. Unsolicited fresh/revised bids shall not be entertained.
8. If any bidder has mentioned the term "Not Applicable" / "not required" / "not quoted" in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by the successful bidder.
9. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
10. Offers should be submitted separately in two parts online through e-procurement system only (NIC portal), however, all correspondence thereof, shall be addressed to the following persons and sent at the following address:

Mr. Gaurav Gupta Manager, PG-I E-Mail: gauravgupta@bhel.in Mob: 9717380606	Mr. Upendra Chaudhary Sr. Manager, PG-I E-Mail: upendrachaudhary@bhel.in Mob: 8800355885
M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, Plot No 25, Sector-16A, Noida-201301, U.P., INDIA	

11. Evaluation shall be done on Total Cost to BHEL basis excluding GST charges. Incomplete offer or part offer of NIT BOM/BOQ shall be summarily rejected.
12. Bidder to note that this is a conditional Open Tender enquiry subject to following condition:
 - i) Techno-Commercial evaluation by BHEL
 - ii) Qualification of Technical PQR
 - iii) Mandatory conformance to applicable Govt. of India rules/ guidelines/ notifications/ circulars as issued or amended time to time.
13. **Evaluation Conditions: (Reverse Auction)** -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 as per BHEL RA guidelines. 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.
"Vendors to note that above RA clause will supersede clause no 13 of "Instruction to Bidders" of GCC Rev 07 & Corrigenda 01 to GCC Rev 07".
The Bidders has to quote the Single Price (i.e. Total Cost to BHEL excluding GST) in Reverse Auction. Price are to be inclusive of complete scope as per tender specification, including loading (if any). De-loading (if any) shall be done in line with NIT terms.
Latest RA guidelines are available at www.bhel.com.

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14. **Purchase preference to Micro and Small Enterprises (MSEs):** Applicable as package is divisible in nature. In case, L1 bidder is non-MSE, then MSE bidder falling in L1+15% shall be offered minimum 40% of the ordered quantities at L1 price.

15. For Total scope, bidders to note that contract of subject tender shall be done with Two (02) vendors in ratio of 60:40 value- wise at L1 FOR site price.

L1 Rates (Ex works) shall be counter offered to all techno-commercially qualified bidders (whose Price Bids are opened to conclude the tender through Reverse Auction) for 40% of total quantities. In case acceptance of counter offer is received from more than one vendor, then acceptance of lowest bidder as per FINAL Reverse Auction Ranking (In case any bidder(s) does not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking) shall be considered for ordering. If none of the bidder accepts counter-offered L1 rates, then contract shall be awarded to L1 vendor for 100% value.

Bidders to note that the Ordered Quantities shall be released building wise by BHEL. Only one vendor shall be engaged for one building. In case contracts are awarded in 60:40 split ratio then BHEL shall distribute the quantities in 60:40 ratio value-wise to maintain the split ratio of original contracts. However, owing to practical constraints of due to engaging one vendor for one building, minor quantity adjustments may be done to meet the 60:40 split ratio up to maximum extent. Further, during contract execution, if BHEL faces issue in execution of contracts than then split ratio (i.e. 60:40) may be altered to meet the project requirement.

Note: Above shall be applicable only if splitting of POs quantities is not done through MSE preference as per above clause.

16. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dt. 15/06/2017, 28/05/2018, 29/05/2019 & 04/06/2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

Following may please be noted by the bidders:

Eligibility of Suppliers: Procurement under this bid is reserved for purchase from Class 1 & class 2 local suppliers as defined in public procurement (Preference to Make in India), Order dated 16.11.2021 issued by DPIIT as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 & class 2 local supplier is denoted in the bid document as 50% & 20% respectively. All bidders must upload a self- certificate (as per enclosed format) regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. The package is divisible in nature

17. **Pre-Qualifying Requirements:** Bidders has to provide the details as per TECHNICAL PQR in its Offer. Supplier to note that bids of only those Supplier(s) shall be evaluated who meet the Pre-Qualifying requirements. Suppliers to ensure that Third party / Customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority in the format given below. Suppliers to furnish latest verification details for checking veracity of document(s) by the Buyer. In case the same is found not available, Buyer has right to reject such document(s) from evaluation: -

Sl. No.	Project Name	Customer Name, Contact Address, Phone No. & Email ID	Contract/ Order No.	Value of Contract/ Order	Brief of Work	Completion Date

39. CIF is not available for this package.

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40. PVC is not applicable
41. Integrity pact is applicable for subject package. IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC. The names of the IEMs in panel are as follows:

- I. **Shri Otem Dai, IAS (Retd.)** - iem1@bhel.in
II. **Shri Bishwamitra Pandey, IRAS (Retd.)** - iem2@bhel.in
III. **Shri Mukesh Mittal, IRS (Retd.)** - iem3@bhel.in

The IP as enclosed is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the any of the IEMs mentioned above. All correspondence with the IEMs shall be done through email only.

“No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department officials whose contact details are provided below.”

42. **Delivery Schedule:**

- Time for completion of all works / services shall be 12 months from the date of award of work.
- Supplier to depute its Designer to BHEL office in Noida/Project Site at Lara as and when required within a week from intimation by BHEL.
- Procedure/Schedule for Submission of Drawings / Documents shall be as per Cl. No. 6 of Technical Specification, PE-TS-508-612-C001.

The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule. The delivery conditions specified are for contractual purposes. However, to meet project requirement, the Buyer may ask for early deliveries without any compensation thereof. Further points to be noted:

1.Engineering input drawings will be finalized progressively based on availability of inputs hence, list of applicable drawings for buildings in Annexure-A of technical specification will be finalized during detailed engineering stage.

2.Each visit to BHEL office in Noida or to project site at Lara will be for 2 days.

43. **Payment Terms:**

100% payment shall be released after successful submission of Erection drawings of Structural Building/System on pro rata basis against certification by Buyer's Engineering (for completion of activity and weight) on submission of bills

Payment terms for visit: Payment shall be released after completion of activity on certification by Engg. and submission of invoice.

Payments to Supplier's shall be released only after: -

- Supplier has declared such invoice in GSTR-1as per the relevant GST Act.
- The tax component charged by the Supplier in the invoice matches with the details uploaded by the Supplier in GSTR-1and GST liability is discharged through GSTR 3B.

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In case, any GST credit is delayed/denied to the Buyer due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant GST Act for availing such ITC, or any other reasons not attributable to the Buyer, tax amount shall be recovered from the Supplier along with interest levied/ leviable on the Buyer

44. **Validity of Contract (PO rates, terms and conditions):** 1. Supplier has to complete activities as per the delivery time mentioned above. However, due to unavoidable circumstances where there is delay in providing inputs/ clearances from the Buyer (inputs, engineering approvals, deputing engineer and/or any hold put by the Buyer for whatever reasons during execution of contract etc.) delivery time extension is admissible as per point no.2 below. In such situation it shall be obligatory on part of the Supplier to execute the contract at PO rates, terms and conditions provided inputs/ clearances have been accorded within validity of contract. Validity period for activities shall be as defined below: -

1.1 Validity of the contract including quantity variation:

Contract shall be valid for 16 months from the PO date. However, delay at Supplier's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at Supplier's end.

For example: Original Delivery period for main supply: A (in days)

Delay at Supplier's end: B (in days beyond "A" days)

Contract validity: C+B (in days)

Supplier to note that B is the Supplier delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.

2. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

45. The Evaluation Currency for this tender shall be INR.
46. **Quantity Variation:** As per Technical specification, the list of buildings and the weight mentioned are tentative. Bidder shall have to prepare the drawings for any other buildings/structures as required for completion of work. Actual weight will be derived post completion of respective drawings. Variation in actual weight may be upto (-/+)25%.
47. **Liquidated Damages (LD) :**

Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent of each drawing value excluding GST, per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding GST and visit charges, if the Seller/ Contractor fails to verify/comment that submitted drawing within the specified time period as mentioned in delivery clause. For delay in deputing service engineer for visits, LD on visit portion shall be applicable @ $\frac{1}{2}$ % of the total visit portion contract value (excluding GST) per week or part thereof. However, total LD shall be limited to 10% of cumulative total contract value excluding GST.

Above LD clause shall prevail over the LD clause of GCC Rev07

48. **BID SECURITY/ Earnest Money Deposit (EMD) – Not Applicable**
49. **SECURITY DEPOSIT:** 10% of the contract value is to be submitted by the successful bidder.

Modes of Deposit:

(i) Cash (as permissible under the extant Income Tax Act)

(ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL

(iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

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(iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

(v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(vi) Insurance Surety Bonds

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Collection of Security: -

- At least 50% of the required Security Deposit shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.
- If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract. The Security Deposit shall not carry any interest.

50. 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:

- (i) encashment of security instruments like EMD, Performance Security with PEM against the said contract
- (ii) 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 PEM
- (iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL
- (iv) if recovery is not possible then legal remedies shall be pursued"

Note: Above will supersede Risk & cost purchase clause 27 of GCC Rev. 07.

51. If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e-Procurement (NIC portal), in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch.
52. Bidders to note that "This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipments etc.) & hence criteria of prior experience /turnover shall be same for all bidders including start-up /MSME".
53. 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

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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 authorise only one agent / dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. 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.

54. All other terms and conditions of SCC (Rev 00) of project, NIT, GCC (Rev 07) & Corrigenda-01 to GCC (Rev.07) shall be applicable for the subject package.

55. Detailed offers are to be uploaded including the following along with the Price schedule as per BHEL format enclosed with NIT: -

- Acceptance of BHEL-PEM GCC (Rev.-07) & Corrigenda-01 to GCC (Rev.07).
- Acceptance of Special Conditions of Contract (SCC Rev. 0) for the project.
- Technical & Commercial Deviations, if any along with Cost of withdrawal in Annexure-II of GCC Rev 07 & Corrigenda 01 to GCC Rev 07.
- Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of terms & instructions conveyed.
- Un-Priced price format duly filled in 'Quoted' or 'Q' in each column/row.
- Filled Format of Certification reg. Local content (annexure –B).
- Filled Format of Certification reg. GFR (annexure –C).
- Signed Integrity Pact

All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.

Thanking You

Yours faithfully,

For and on behalf of BHEL-PEM

Gaurav Gupta

(Manager/PG-I/BHEL-PEM)

Enclosures:

1. Technical Specification No. **PE-TS-508-612-C001**
2. Technical PQR
3. Unpriced format
4. Format of Certification reg. GFR (annexure –B).
5. Format of Certification reg. Local content (annexure –C)
6. SCC Rev 0 of project
7. Integrity Pact

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ANNEXURE-B Format

Letter head of Company

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -16A, Noida (U.P) -201301

Subject: - DECLARATION REGARDING LAND BORDER

Reference: **Bid No. PE/PG/LAR/E-7539/2024 dated 07.06.2024**

Name of Package: **Preparation of Detailed Fabrication Drawings of Structural Steel Works**

Dear Sir,
This has reference to: -

1. Our Offer for Supply of Preparation of **Detailed Fabrication Drawings of Structural Steel Works** for **2 X 800 MW LARA SUPER THERMAL POWER PROJECT, STAGE II** against Tender No. **PE/PG/LAR/E-7539/2024 dated 07.06.2024.**
2. Order dated 23.02.2023 reg. restriction under rule 144 (xi) of GFR issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that **M/s**, is not from such a country and is eligible to be considered.

Thanking you,

Yours truly

..... ((highest competent
authority at your end (i.e. Owner, partner, CMD,
Director etc.))

..... (firm name)

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ANNEXURE-C Format

Letter head of Company

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -16A, Noida (U.P)-201301

Subject: - Certification regarding local content

Reference: **Bid No. PE/PG/LAR/E-7539/2024 dated 07.06.2024**

Name of Package: **Preparation of Detailed Fabrication Drawings of Structural Steel Works**

Dear Sir,

We hereby certify that items offered by us of **Preparation of Detailed Fabrication Drawings of Structural Steel Works** for **2 X 800 MW LARA SUPER THERMAL POWER PROJECT, STAGE II** against Tender No. **PE/PG/LAR/E-7539/2024 dated 07.06.2024** meets the requirement of minimum local content in line with NIT and Public Procurement (Preference to Make in India), Order 2017 dated- 15.06.2017, 28.05.2018 & 29.05.2019, 04.06.20 & 16.09.20 or subsequent orders if any.

Minimum Local content =..... %

We further confirm that details of location at which the local value addition is made will be our registered works at
(complete address of the works)

Yours truly

..... (authorized signatory of company)

..... (firm name)