

List of Documents to be Submitted in Part-I Bid

Enquiry No. ENCON00107

To be eligible for award of Contract, Bidder/OEM must submit the following documents (to be uploaded with bid):

1. Signed PQC (Pre-qualification Criteria)
2. Signed No Deviation Certificate
3. Signed Scope and Schedule of Supply
4. Signed Local Content declaration
5. Signed Annexure-T and Confirmation to Terms and Conditions

Offer called through e-Procurement mode: The bidder shall submit the bid online in BHEL e-Procurement portal at

<https://eprocurebhel.co.in/nicgep/app>

The bidder would be required to register on the above e-procurement portal for submitting their bids. Offers through email and hardcopy are not acceptable.

PQC: Pre-Qualification Criteria

Enquiry No. ENCON00107

Sl. No.	Pre-Qualification Criteria	Bidder's confirmation (To write accepted/not accepted/any other comments if any)
1	Vendor should give confirmation to BHEL's Technical Specifications/Drawings/Descriptions. Any deviations from the specification/drawings/descriptions are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation" .	
2	Test Reports/certificates should be submitted as per Specification/drawing/description.	
3	Vendor should have experience of supply of same or similar item/s in the last five years. For fulfilling the experience criteria vendor to submit unpriced PO along with Part 1 documents.	

Seal and Signature of authorized signatory

Date

No Deviation Certificate

Criteria	Vendor/Supplier should give confirmation to BHEL's Technical Specification/drawings/specific descriptions. Any deviations from the specification/drawings are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".	In case of any deviation, Details of the same to be indicated below.
ITEM DETAILS		

Enquiry No. ENCON00107

ITEM SL NO	Material Code	Description	QTY (L)	Bidder's Response (To write No Deviation/Any other remarks)
1	120012141700	EPO ZINC RICH PRIMER IS:14589GR.II GREY - SPECIAL PRIMER PAINT Packing Size – 10L	430	

Seal and Signature of authorized signatory

Date

Scope and schedule of supply

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ITEM SL NO	Material Code	Description	QTY (l)	Delivery period from date of PO (in weeks)	Supplier's Remark (To write Accepted/Not Accepted/Any other remarks)
1	120012141700	EPO ZINC RICH PRIMER IS:14589GR.II GREY - SPECIAL PRIMER PAINT Packing Size – 10L	430	5 Days	

Seal and Signature of authorized signatory

Date

Local Content Declaration

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we, (supplier name) are local supplier meeting requirement of minimum local content (.....%) defined in as above orders for the following Enquiry SI Nos of BHEL Enquiry No

Enquiry No: ENCON00107

Details of location at which local value addition will be made is as follows:

.....

By issuing this declaration, we understand and are in acceptance to the following-

- False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- In case of debarment by any procuring entity for violation of the provisions of the Public Procurement (Preference to Make in India), Order 2017 we shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, the debarment takes effect prospectively from the date of uploading on the website(s) of The Department of Expenditure, GOI in such a manner that ongoing procurements are not disrupted.
- We undertake the onus of responsibility of submission of appropriately certified documents. We understand that BHEL is not at liability to verify the contents and will not be responsible for the declaration made by us. However, in case BHEL has any reason to doubt the authenticity of the local content, BHEL reserves the right to obtain the complete back up calculations before award of contract and we are liable to submit the same if requested by BHEL. We also understand that our bid is liable for rejection in case we fail to submit the details as requested by BHEL.

Seal and Signature of authorized signatory

Annexure – T

Item Descriptions	Paint, Primer and Thinner	
To be Filled by Bidder		
BHEL Tender No. & Date	ENCON00107	
Name of the firm (Bidder)		
Address		
Contact details	<p><u>Contact person 1</u></p> <p>Name:</p> <p>Designation:</p> <p>Office Phone:</p> <p>Mobile:</p> <p>e-mail:</p> <p><u>Contact person 2</u></p> <p>Name:</p> <p>Designation:</p> <p>Office Phone:</p> <p>Mobile:</p> <p>e-mail:</p>	
Sl. No.	Terms and conditions	Supplier's Confirmation (To write Accepted/Not Accepted/Any other remarks)
1 (a)	The tender will be finalized on item wise basis.	

1 (b)	<p><u>Technical:</u></p> <p>Bidder shall comply to the specification/drawings/descriptions. Any clarifications/deviations to the specification requirements are to be clearly indicated in the above format as Annexure-K (No deviation certificate). Hidden deviations indicated elsewhere in the offer will not be evaluated.</p> <p>No deviation format (No deviation certificate) to be submitted along with your offer.</p>							
1 (c)	<p><u>Pre-qualification Requirement:</u></p> <p>Offer shall be considered only if bidder is meeting Tender Prequalification criteria (PQC). Vendor to comply with Pre-qualification requirement of the tender and submit along with their technical bid – the credentials and other documents as indicated in the PQC in the format prescribed. Otherwise their offer will be rejected.</p>							
1 (d)	<p>Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability and vendor approval by end customer before price bid opening.</p>							
2 (a)	<p><u>Firm Price:</u></p> <p>Prices shall be quoted on “FIRM PRICE” inclusive of all the taxes, charges (manufacturing / production, Inspection, Packing, Forwarding and dispatch, insurance). The quoted / finalized rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.</p>							
2 (b)	<p><u>Payment Term:</u></p> <table border="1" data-bbox="410 1184 1182 1598"> <tr> <td data-bbox="410 1184 708 1304"> <p>1. For NON-MSME Enterprises</p> </td> <td data-bbox="708 1184 1182 1304"> <p>100% direct EFT payment on 90th day from the date of vehicle/gate entry at BHEL Trichy.</p> </td> </tr> <tr> <td data-bbox="410 1304 708 1455"> <p>2. For MSE (Micro & Small Enterprises)</p> </td> <td data-bbox="708 1304 1182 1455"> <p>100% direct EFT payment on 45th day from the date of vehicle/gate entry at BHEL Trichy.</p> </td> </tr> <tr> <td data-bbox="410 1455 708 1598"> <p>3. For Medium Enterprises</p> </td> <td data-bbox="708 1455 1182 1598"> <p>100% direct EFT payment on 60th day from the date of vehicle/gate entry at BHEL Trichy.</p> </td> </tr> </table> <p>MSME status to be indicated in bidder’s confirmation.</p>	<p>1. For NON-MSME Enterprises</p>	<p>100% direct EFT payment on 90th day from the date of vehicle/gate entry at BHEL Trichy.</p>	<p>2. For MSE (Micro & Small Enterprises)</p>	<p>100% direct EFT payment on 45th day from the date of vehicle/gate entry at BHEL Trichy.</p>	<p>3. For Medium Enterprises</p>	<p>100% direct EFT payment on 60th day from the date of vehicle/gate entry at BHEL Trichy.</p>	
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3	<p><u>Delivery terms:</u></p> <p>F O R, BHEL, Trichy-620014, Tamil Nadu</p>							
4	<p><u>Liquidated Damage for Delayed Delivery:</u></p> <p>LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the undelivered portion. Date of reckoning will be the date of vehicle/gate entry at BHEL Trichy for the calculation of LD.</p>							

5 (a)	<p><u>Guarantee/warranty clause:</u></p> <p>18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier.</p> <p>No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.</p>	
5 (b)	<p><u>Repair & replacements:</u></p> <p>Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end.</p>	
6 (a)	<p><u>Kindly Indicate the HSN Code for the item(s)</u></p>	
6 (b)	<p><u>Price:</u></p> <p>Rate quoted should be on F O R, BHEL, TRICHY-14 basis inclusive of all taxes, P & F and freight, insurance etc.</p>	
7	<p><u>Delivery Period:</u></p> <p>5 Days from the date of PO.</p>	
8	<p><u>Offer Validity:</u></p> <p>60 days from bid end date</p>	
9	<p><u>Inspection and testing requirements:</u></p> <p>As per specification/drawing.</p>	
10	<p><u>O & M manuals:</u> BHEL require 1 sets of printed O & M manuals with 3 soft copies in CD-ROM at no cost to be sent to BHEL/ Trichy.</p>	
11	<p><u>MSE VENDOR:</u></p> <p>UDYAM Registration certificate shall be submitted along with offer by MSE eligible vendors for availing MSE benefits.</p>	
12	<p><u>Packing Requirements:</u></p> <p>As mentioned in Scope and schedule of supply.</p>	
13	<p><u>Make in India (MII) Preference:</u></p> <p>The local supplier at the time of tender, bidding or solicitation shall be required to provide signed letter of Declaration as per format in NIT Documents and the item offered meets the minimum local content % and shall give details of % of local content and the location(s) at which the local value addition is made.</p>	
14	<p>BHEL reserves the right to inspect the item ordered at any stage at vendor's works and if found item not meeting the stipulated conditions, material will be liable for rejection.</p>	

15	<p><u>RISK PURCHASE CLAUSE:</u></p> <p>The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute, therefore. Supplier shall be liable for any loss which the purchaser may sustain by reason for such risk purchases. Non-acceptance to risk purchase clause the offer is liable for rejection.</p> <p>Process of calculating the risk and cost amount is as follows: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work/ supply)</p>	
16	<p>Performance Bank Guarantee & Integrity Pact: Performance Bank Guarantee & Integrity pact is not applicable for this enquiry.</p>	
17	<p>Counter-offering: Counter-offering is not applicable for this enquiry.</p>	
18	<p>Conflict of Interest among Bidders/Agents: Conflict of Interest among bidders/agents is applicable for this enquiry as per below note 7.</p>	

<p>Note</p>	<ol style="list-style-type: none"> 1. In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. 2. BHEL may negotiate with the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL. 3. BHEL reserves the right to consider/Not-consider the offers based on the evaluation of offer documents submitted. 4. Any other Techno – Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. 5. Prices to be quoted item-wise on per unit basis inclusive of all taxes and shall be inclusive of all the cost components (involved in manufacturing & supplying, freight, insurance) to BHEL, Trichy-14 [FOR]. 6. <u>Banned Suppliers Rejection</u> “The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.” 7. <u>Conflict of Interest among Bidders/Agents:</u> “ A bidder shall not have a 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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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
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	<p>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.”</p>
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Seal and Signature of authorized signatory