

TENDER

Volume – IA: Technical Bid

E - Tender No: 2001187 Date **12-03-2021** comprising of following:

Salient Details of NIT		
S. No.	Issue	Description
1.	Job	Detailed drawing preparation based on Input design drawings provided by BHEL- Engineering Centers for Flue Gas Desulphurization (FGD) Package as specified in scope and getting approval from BHEL- Engineering Centers/ NTPC. Fabrication and supply of finished product (procurement of raw structural steel will be in the scope of bidder) i.e. structures of FGD as per BOM/Drawings at 2X500 MW NTPC Mauda, Stage-I, TPP-FGD, Maharashtra.
2.	E - Tender No	2001187
3.	Details of Tender Document	
3.1	Volume _ I A	Technical Bid
3.2	Volume _ I B	General Conditions of the Contract (GCC)
3.3	Volume _ I C	Techno-Comml - Compliance
3.4	Volume _II	Price Bid
4.	Issue of Tender Documents	From BHEL website (www.bhel.com) and https://eprocurebhel.co.in/nicgep/app (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)
5.	Due Date Of Offer Submission	Date: 30-03-2021 Time: 15:00 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 : 30-03-2021 Time : 16:00 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.

Salient Details of NIT		
7.	Cost of Tender	Not Applicable
8.	Bid Security Declaration	Bid Security Declaration is mandatorily required to submit by bidders
9.	Earnest Money Deposit (EMD)	Not Applicable
10.	Schedule Of Pre-Bid Discussion	Not Applicable
11.	Reverse Auction	Applicable
12.	Evaluation Currency	INR
13.	Last Date of Seeking Clarification	19-03-2021 Along with soft version also, addressing to undersigned & to others as per contact address given below. Bidders may consider to seek clarifications on the e-tender portal--- https://eprocurebhel.co.in/nicgep/app
14.	Integrity Pact & Details of Independent External Monitor (IEM)	As per Annexure-1 (Integrity Pact), Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com and Sh. Virendra Bahadur Singh, IPS (Retd.) Email: vbsinghips@gmail.com
15.	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum(s) & on e-tender portal https://eprocurebhel.co.in/nicgep/app and not in the newspapers. Bidders to keep themselves updated with all such information

- 1.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly **digitally** signed, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained. Unsolicited discounts received after opening of techno-commercial bids shall not be considered for evaluation.**
- 2.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender. ~~Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day. Copy of Cash receipt or the proof of Demand Draft duly~~ **digitally**

signed is to be uploaded with the Techno Commercial offer **on e-tender portal** <https://eprocurebhel.co.in/nicgep/app>. However Original Demand Draft shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected. ~~Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at _____, Sundays and second/last Saturdays.~~

3.0 **E-Procurement Portal Inputs**

Procedure for Submission of Offer for E – Tender

Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://eprocurebhel.co.in/nicgep/app>. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

i. **Hardware and Software requirements for participating in e-tender**

- ❖ Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://eprocurebhel.co.in/nicgep/app>

ii. **Digital Signature**

- ❖ To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website <http://www.bhel.com/home.php> → Tender Notifications → Sample Checklist.

iii. **NIC portal Helpdesk Contacts**

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

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

International bidders are requested to prefix 91 as country code

Email Support

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

Technical - support-eproc@nic.in

iv. **Note**

- i. Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained.

The Tenderers must submit their Tenders, as detailed below:

- ❖ PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)'
- ❖ PART-II (Price Bid)

SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for in-complete documents.

- 4.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 5.0 BHEL reserve the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD). However, BHEL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.
- 6.0 Bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 7.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail or **through E-tender Portal**, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 8.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 9.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else BHEL's interpretation shall prevail.
- 10.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD, if any.
- 11.0 Bidders shall submit Integrity Pact Agreement (Duly digitally signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. Detail of Independent External Monitor (IEM) for the subject tender is furnished above.
- 12.0 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of evaluation on pre-qualification criteria/ techno-commercial bids, approval/ acceptance of customer (as

applicable), etc. BHEL's decision in this regard shall be final & binding. BHEL also reserve the right to reject bidder with unsatisfactory past performance in execution of a contract. BHEL reserves the right not to consider offers of parties under HOLD. BHEL's decision in this regard shall be final & binding.

13.0 Tenders must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in SCC, will be governed by GCC.

14.0 Validity of the offer shall be for six months from the latest due date of offer submission.

15.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

16.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

17.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

18.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory (through Digital Signature), as per the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

19.0 The bidder may have to produce original document for verification if so decided by BHEL.

20.0 The evaluation currency for this tender shall be INR.

21.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Technical Conditions of Contract (TCC) - Volume- I A (All parts)
- c. Price Bid – Volume - II
- d. Notice Inviting Tender (NIT)
- e. Techno-Comm1 – Compliance – Volume - I C
- 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
(AGM Pur)

IMPORTANT INFORMATION

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR through BHEL e-procurement portal only. Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

- ❖ AGM Purchase, Email id: prchiwarkar@bhel.in. Ph: +91 – 712 – 2858633
- ❖ Dy. Manager Purchase, Email: sk@bhel.in, Ph: +91 – 712 – 2858635
- ❖ Dy. Manager Purchase, Email: rajivkumar@bhel.in, Ph: +91 – 712 – 2858717
- ❖ Dy. Manager Purchase, Email: pragati.tigga@bhel.in, Ph: +91 – 712 – 2858735
- ❖ Engineer Purchase, Email id: jayant@bhel.in, Ph: +91 – 712 – 2858635

1. Guidelines for Suspension of Business Dealings with Suppliers/ Contractors

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site.

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

2. All Statutory Requirements as applicable for this project shall be complied with

3. BHEL Fraud Prevention Policy

"The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as so on as it comes to their notice."

4. The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to take part in future tenders of BHEL.

5. Performance Bank Guarantee/ Bank Guarantee

Where ever so required, the Supplier shall arrange to provide a Performance bank guarantee (PBG). The indigenous suppliers have to provide the PBG from any one of the Nationalized Banks, listed in the tender terms. However, the PBG shall be confirmed by any of the Bankers listed by us. The PBG shall guarantee the performance of the equipment / materials / items supplied and shall cover the guarantee period. The PBG shall have a claim period of 3 months in addition to the guarantee period. In the event of failure of the supplies made within the guarantee period, BHEL would encash the entire PBG. The PBG shall be for a value of 10% of the Purchase order, unless otherwise cited elsewhere.

The supplier (/s) has to get the PBG format (pre-printed) from BHEL and get the same stamped by the Banker. Change of PBG terms either by the supplier's Banker or by the supplier, after servicing of the order is not acceptable. Similarly, PBG prepared by the supplier (typed by them) will also not be acceptable to BHEL. The pre-printed form issued by BHEL shall be used for making the PBG.

Acceptance of Bank Guarantee (BG) / Performance Bank Guarantee issued by:

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

➤ Nationalised Banks Nationalised Banks

- ❖ Allahabad bank
- ❖ Andhra bank
- ❖ Bank of Baroda
- ❖ Canara Bank
- ❖ Corporation bank
- ❖ Central bank
- ❖ Indian Bank
- ❖ Indian Overseas Bank

- ❖ Oriental bank of Commerce
- ❖ Punjab National Bank
- ❖ Punjab & Sindh Bank
- ❖ State Bank of India
- ❖ State Bank of Hyderabad
- ❖ Syndicate Bank
- ❖ State Bank of Travancore
- ❖ UCO Bank
- ❖ Union Bank of India
- ❖ United Bank of India
- ❖ Vijaya Bank
- **Public Sector Banks**
 - ❖ IDBI
- **Foreign banks**
 - ❖ CITI Bank N.A
 - ❖ Deutsche Bank AG
 - ❖ The Hongkong and Shanghai Banking Corporation Limited
 - ❖ Standard Chartered Bank
 - ❖ J P Morgan
- **Private Banks**
 - ❖ Axis Bank
 - ❖ The Federal Bank Limited
 - ❖ HDFC
 - ❖ Kotak Mahindra Bank
 - ❖ ICICI
 - ❖ Indusind Bank
 - ❖ Yes Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra
- c. Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank

Note: "Bank Guarantees issued by Co-operative Banks are not acceptable".

- d. This PBG clause is a general clause and valid wherever BG (Bank Guarantee) / PBG (Performance Bank Guarantee) / CEBG (Contract Execution Bank Guarantee) is applicable
- 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

6. Reverse Auction Terms & Conditions

Abridged version available in the following url → <https://www.bhel.com/guidelines-reverse-auction-2021>

- BHEL shall open the Prices through Reverse Auction (RA).

- 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.

7. MSE Vendors:

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

To avail this benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefits only if they submit along with offer, attested copies of either **EM II** certificate having deemed validity (5 years from the date of issue of acknowledgement in EM II) or valid **NSIC certificate** or EM II certificate along with CA certificate (Format enclosed as per **MSE Annex** of NIT "Important Information") applicable for the year, certifying quantum of investment in plant & machinery within the permissible limits as per the act for relevant status (Micro or Small) where the deemed validity will be the last date of technical bid submission.

Note: Non submission of said documents by bidders will lead to consideration of their bids at par with other bidders in terms of EMD & cost of tender.

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 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.

MSE Annex**Certificate by Chartered Accountant on letter head**

This is to Certify that M/s _____, (hereinafter referred to as 'company') having its registered office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part—II)/ Udyam Registration Certificate No. _____ dtd: _____, Category: _____ (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year _____ as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:

Rs _____ Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs _____ Lacs

3. **For Enterprises (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum):** Investment in plant and machinery or equipment is Rs _____ Lacs and turnover is Rs. _____ Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

4. **For Enterprises (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum):** Investment in plant and machinery or equipment is Rs _____ Lacs and turnover is Rs. _____ Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

(Strike off whichever is not applicable)

The above investment of Rs _____ Lacs is within permissible limit of Rs _____ Lacs for _____ Micro / Small/ Medium (*Strike off which is not applicable*) Category under MSMED Act 2006.

Or

The enterprise has been graduated upward from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Or

The enterprise has been reverse-graduated from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant

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: NIT/Tender Specification No: 2001187

SCOPE OF WORK: Detailed drawing preparation based on Input design drawings provided by BHEL- Engineering Centers for Flue Gas Desulphurization (FGD) Package as specified in scope and getting approval from BHEL- Engineering Centers/ NTPC. Fabrication and supply of finished product (procurement of raw structural steel will be in the scope of bidder) i.e. structures of FGD as per BOM/Drawings at 2X500 MW NTPC Mauda, Stage-I, TPP-FGD, Maharashtra.

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:

**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) NIT/Tender Specification No:,
2) All other pertinent issues till date

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

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

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

...

...

...

Thanking you,
Yours faithfully,

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

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

Note:

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

8. Earnest Money Deposit (EMD): Not Applicable

8.1 ~~Refundable, Non-interest bearing Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakhs only) is applicable for this Enquiry.~~ Micro & Small Enterprises (MSE) is exempted from EMD. (refer pt. 7. above for "MSE vendors"). 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, Kingsway Branch, Branch Code-00432
City	Nagpur
Account number	31380025872
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.

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

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 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."

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 competent authority . <https://www.mea.gov.in/> to be referred for latest details of competent authority and exemptions.

I. Pre-Qualification Criteria (PQR)

Bidder shall essentially meet all the Qualifying Requirements cited below:

A	Technical A.1) Bidder must have executed at least 434 MT of fabricated steel structures per month for 2 consecutive months in last seven years from the latest date of technical bid opening Towards above, bidder must submit the following: • Valid Factory license and GST Certificate. • Purchase/Work orders and proof of delivery/supply of fabricated structural material of at least 434 MT Per Month for 2 consecutive months in the last seven years. And A.2) Bidder should have executed Structure Fabrication work of at least 2606.4 MT within a period of twelve consecutive months in maximum of two running/completed contracts in last seven years from the latest date of technical bid opening. Towards above, bidder must submit the following: Purchase/Work orders and proof of delivery/supply of fabricated structural material of at least 2606.4 MT of fabricated steel structures in a year (i.e. within any consecutive period of 12 months) in last seven years from the latest date of technical bid opening.
B	Financial Turnover Bidders must have achieved an average annual financial turnover (Audited) of Rs. 10.74 Crore or more, over the last three Financial Years (FY) i.e. '2017-2018, 2018-2019 and 2019-2020'.
C	Submission of Integrity Pact duly signed (IP) The IP as enclosed in Annexure-1 with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in bidding. In other words, entering into this pact would be a preliminary qualification
D	Customer Approval ❖ The names of those bidders who stand qualified after compliance of criteria A, B & C of above shall be forwarded to customer for their approval. ❖ The Price Bid of bidders who are approved by customer shall be opened and considered for further evaluation.
E	Price Bid Opening ❖ Price bids of those bidders who stand qualified subsequent to the compliance of PQR criteria A, B, C, and D shall be opened.

Explanatory Notes for PQR

1. 'Supplying' in QR - A means bidder should have delivered the Fabricated structures. Bidder shall submit the relevant documents against the above PQRs inclusive of Purchase order (wherein PO no., date, etc. is legible) along with proof of supply (i.e. - Completion Certificate/ Copy of Invoices / LR Copies/ Store Receipt Vouchers/ Payment Advice etc.) in the respective attachments in their offer in support of PQR. The word 'Contract' referred in Technical PQR may be Rate contract/Framework Agreement/Purchase Order/Work Order.
2. Bidder shall necessarily submit the following details in the given formats:
 - i. Duly Filled Vendor's Proposal and Evaluation Report (Refer TCC Appendix -I, Annexure-4: P4F1R0)
 - ii. Duly Filled Vendor Questionnaire. (Refer TCC Appendix -I, Annexure-5: P4F2R0)
 - iii. Factory Registration Certificate.
 - iv. Overall Organization Chart with Manpower details (Design, Manufacturing, Quality etc.)
 - v. Supply reference list indicating similar product supply order reference no., customer name, rating of product, date /year of supply, date / year of commissioning.
 - vi. List of Manufacturing Equipment available with vendor.
 - vii. List of Testing Equipment available with vendor.
 - viii. Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any.
 - ix. Details of Outsourced Manufacturing Processes, if any.
 - x. Quality control exercised during receipt, in-process & final inspection
 - xi. Bidder's factory shall have facilities as per Annexure-A (refer Vol- IA). Supporting documents submitted against this shall adhere to naming philosophy as per Annexure-A only. BHEL/NTPC may carry out shop/factory assessment, if necessary.
3. 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
4. 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
5. 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
6. Consortium bidding is not allowed
7. 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.
8. **Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.**

9. **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.**
10. **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.
 - d) Definition of Startup shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any.

II. Techno – Commercial Terms and Conditions:**1. Total Tendered Quantity: 4,738 MT ($\pm 30\%$)****2. Ordering Philosophy**

- ❖ The subject tender consists of only one Package i.e. NTPC Mauda Stage – I (2x500MW) FGD Package: Supply of shop fabricated steel structures
- ❖ L-1 Bidder shall be awarded with acceptable L-1 rate and shall be considered for award of subject Package.

BHEL reserves the right to split order between L-1 and other qualified bidders as per following methodology shown below

Ordering Philosophy: Scenario-1

Steps	1	2	3	4
Total Tendered Quantity : 4738 $\pm 30\%$				
Manner of Splitting	1847 $\pm 30\%$	1471 $\pm 30\%$	1420 $\pm 30\%$	
Quantity Awarded to	L-1	Next bidder in the order of price competitiveness (i.e. L-2, L-3 and hence forth) shall be given an opportunity to match awarded L-1 rate	For remaining 1420 $\pm 30\%$ quantity next bidder in the order of Price Competitiveness (i.e. L-3, L-4 and hence forth) shall be given an opportunity to match awarded L –1 rate	If Step 2 and/or Step 3 in the Scenario-1 gets failed, Scenario – 2 or 3 will be applicable, as the case may be.

Ordering Philosophy: Scenario-2

Steps	1	2	3
Total Tendered Quantity : 4738 $\pm 30\%$			
Manner of Splitting	2557 $\pm 30\%$	2181 $\pm 30\%$	
Quantity Awarded to	L-1	For remaining 2181 $\pm 30\%$ quantity next bidder in the order of price competitiveness (i.e. L-2, L-3 and hence forth) shall be given an opportunity to match awarded L-1 rate	If Step 2 in the Scenario-2 gets failed, Scenario – 3 will be applicable.

Ordering Philosophy: Scenario-3

Step	1	2
Manner of Splitting	100%	
Quantity Awarded	4738± 30%	
Quantity Awarded to	L-1	If scenario 1 and 2 gets failed, Scenario – 3 will be applicable.

3. Tenders beyond the scheduled due time cannot be submitted by the bidders in the e-procurement portal.
4. 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.
5. **No Consortium bidding is allowed for the subject tender.**
6. Part offer shall be rejected i.e. bidder must quote for the total quantity as per Enquiry.
7. **Price:** Bidders shall quote the prices in Volume – II - Price Bid section in the E-portal.
8. **Evaluation criteria:**
 - 8.1 Price bids of the techno-commercially acceptable offers shall be opened for Price Evaluation.
 - 8.2 Tenders will be evaluated on the basis of delivered cost, i.e. total cost to the BHEL, taking into consideration loadings, if any, and all available financial advantages, including those available from Owner, taxation authorities etc. (i.e. Credit of GST)
9. **Delivery Terms:** Suppliers shall quote the rates on F.O.R. Destination basis only. Offers other than F.O.R. Destination Basis will not be accepted by BHEL. Destination is 2 X 500 MW NTPC Mauda FGD, Maharashtra.
10. **Quantity Variation: ±30%.**
11. **Weighment:** BHEL or BHEL approved third party weighment shall be final and payment will be done accordingly.
12. **Transit Insurance:** Transit insurance from supplier's works/warehouse to BHEL site stores shall be arranged by BHEL. Upon dispatch of material supplier has to immediately intimate underwriter of BHEL failing which transit loss if any would be borne by supplier.
13. **Payment Terms:** As per TCC
14. For any deviation sought in Payment terms by bidder w.r.t. payment term, following loading shall be followed during evaluation of price bids:
 - ❖ Base rate of State Bank of India (SBI) (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%; shall be considered for loading for the period of relaxation sought by bidders.
15. Liquidated Damages/Penalty:

- ❖ LD shall be 0.5% of basic value of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total contract value (i.e. excluding elements of taxes)
- ❖ For this purpose, the period of delay shall be the delay attributable to the Fabricator for the completion of work as per contract. Contract Value for this purpose, shall be the final executed value exclusive of Extra Works executed on Man-day rate basis, Supplementary/Additional Items and PVC (if any)
- ❖ In case bidder is not accepting the penalty clause for delayed supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder during price bid evaluation.

16. Bidder should have valid PAN. Relevant document in support of above shall be submitted.

17. **GeM Seller ID:**

Bidder participating in the subject tender is requested to get registered in “**Government e-Marketplace**” (GeM). This is one of the pre-requisite criterion for the **Order Placement**. GeM Seller ID shall be provided in the document “VolICCheckList2001187”.

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

III. Instructions for filling the Price Bid

1. Freight, Packaging and Forwarding charges is in the scope of Fabricator.
2. Transit Insurance is in the scope of BHEL.
3. Prices to be quoted in INR only (Volume-II). Price bids shall be duly filled and digitally signed.
4. Bidder must quote the price elements mentioned in price schedule, if any element left blank shall be construed as the price is included in all-inclusive F.O.R. price.
5. Bidder shall fill the rates only in the Price format given by BHEL in Volume - II. Other papers or documents along with the price bid inscribing the rates of material shall be liable for rejection.

For Complete Tender Documents please refer e-tender portal <https://bhel.abcprocure.com>