

# **E - TENDER SPECIFICATION**

**NO: BHE/PW/PUR/NTPRT-COPPER STRIPS / 2**

**FOR**

**Supply including transportation and handing over to BHEL PATRATU STORE, of 600mm wide COPPER WATER STOP FABRICATED WITH 22G THICKNESS COPPER STRIP at 3x800MW PVUNL Patratu Project.**

**THIS TENDER SPECIFICATION CONSISTS OF:**

<b>Notice Inviting Tender</b>	
<b>Volume-IA</b>	<b>NIT &amp; Technical Conditions of Contract</b>
<b>Volume-IB</b>	<b>General conditions of Contract</b>
<b>Volume-IC</b>	<b>Forms &amp; Procedures</b>



**Bharat Heavy Electricals Limited**

*(A Government of India Undertaking)*

Power Sector - Western Region

Site office – 3 x 800MW Patratu Vidyut Utpadan Nigam Limited

Patratu, Ramgarh, Jharkhand-829119

**VOLUME IA TECHNICAL BID INCLUDING NOTICE INVITING TENDER**

Tender No: BHE/PW/PUR/NTPRT-COPPER STRIPS / 2

DATE: 09.12.2021

- 1. Sealed offers** in two part bid system (National competitive bidding (NCB) are invited from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-1) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document.

**2. Salient Details of NIT:**

S. No.	Issue	Description
1.	ITEM	Supply including transportation and handing over to BHEL PATRATU STORE, of 600mm wide COPPER WATER STOP FABRICATED WITH 22G THICKNESS COPPER STRIP at 3x800MW PVUNL Patratu Project.
2.	Tender No	<b>BHE/PW/PUR/NTPRT-COPPER STRIPS / 2</b>
3.	<b>Details of Tender Document</b>	
3.1	Volume _ I A	Vol-IA-Technical Bid & NIT (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: - <ul style="list-style-type: none"> <li>➤ Checklist</li> <li>➤ Bidder's Response to PQR</li> <li>➤ Declarations and Forms</li> <li>➤ Unpriced bid</li> </ul>
3.4	Volume _II	Price Schedule
4.	Issue of Tender Documents	Tender documents will be available for downloading from BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) as per schedule below: <b>Start :09.12.2021.</b> <b>Closes : 16.12.2021 , Time : 14:00</b> Document can be sent through email also upon request to BHEL Patratu Site Office.
5.	Due Date Of Offer Submission	Date: 16.12.2021, Time: 14:30 hrs
6.	Opening of Tender (Techno-Commercial Bid)	<b>Date: 16.12.2021, Time: 15.00 Hrs</b> Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender.
7.	EMD	Not Applicable
8.	Bid Security Declaration	<b>Bid Security Declaration is mandatorily required to submit by bidders</b>
9.	Currency Applicable	INR (₹)
10.	Reverse Auction	Not Applicable
11.	Cost of Tender	Not Applicable

12.	Schedule Of Pre-Bid Discussion	Not Applicable
13.	Last Date of Seeking Clarification	<p>One day before due date of offer submission. Along with soft version also, addressing to undersigned &amp; to others as per contact address given below:</p> <p>1) Name: TILAK CHAKRABORTY Designation: SDGM Deptt: Electrical Address: BHEL Site office, PVUNL, Patratu, Ramgarh, Jharkhand - 829119 Phone: +91-9432306067 Email :tilak.chakraborty@bhel.in</p> <p>2) Name: Pratish G Varghese Designation: Manager Deptt: Planning Address: BHEL Site office, PVUNL, Patratu, Ramgarh, Jharkhand - 829119 Phone: +91-9730644485 Email : pgv@bhel.in</p>
14.	Integrity Pact & Details of Independent External Monitor (IEM)	Not Applicable.
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 ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendum(s) and not in the newspapers. Bidders to keep themselves updated with all such information

## 3.0

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 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.**

4.0 **Procedure for Submission of Tenders:**

The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' sealed and superscribed envelope (ENVELOPE-I)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-II)
- One set of tender documents shall be retained by the bidder for their reference

The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl. no.	Description	Remarks
	<b>Part-I A</b>	
	<b>ENVELOPE – I superscribed as:</b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	

	<b>CONTAINING THE FOLLOWING:-</b>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. <b>Note:</b> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Not applicable
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	
vii.	Volume – I A : Technical Bid & Notice Inviting Tender.	
viii.	Volume – I B : GCC	
ix.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
x.	Any other details preferred by bidder with proper indexing.	

	<b>PART-II</b>	
	<b>PRICE BID</b> consisting of the following shall be enclosed	
	<b>ENVELOPE-II</b> superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING</b>	
ii	Volume II – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	<b>OUTER COVER</b>	
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	<b>ENVELOPE-III (MAIN ENVELOPE / OUTER ENVELOPE)</b> superscribed as: TECHNO-COMMERCIAL BID & PRICE BID TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:</b>	
i	<ul style="list-style-type: none"> <li>○ Envelopes I</li> <li>○ Envelopes II</li> </ul>	

- 5.0 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.
- 6.0 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.
- 7.0 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.
- 8.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, 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.
- ~~9.0 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.~~
- 10.0 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.
- 11.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD, if any.
- ~~12.0 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.~~
- 13.0 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.

- ~~14.0~~ Tenders must adhere to all volumes of tender and quote accordingly. ~~Any terms & conditions not covered in SCC, will be governed by GCC.~~
- 15.0 Validity of the offer shall be for 03 months from the latest due date of offer submission or specified otherwise in GCC/SCC of tender.
- 16.0 ~~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.~~
- ~~17.0~~ On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement ~~and customer's acceptance, as applicable.~~
- 18.0 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.
- 19.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 20.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, as per the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 21.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 22.0 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-Comm1 – 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

Manager Planning/BHEL Patratu

**IMPORTANT INFORMATION**

1. **Tender** for this work is invited by BHEL PSWR PATRATU SITE OFFICE and offer shall be submitted to **BHEL site office only**. All correspondences regarding this tender shall be with BHEL site office only

**Postal Address:**

SDGM /Electrical BHEL PSWR Patratu Site, 3 X 800MW PVUNL, Patratu, Ramgarh- 829119

2. Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

- a) S DGM Electrical, Email: [tilak.chakraborty@bhel.in](mailto:tilak.chakraborty@bhel.in) Ph: +91 – 9432306067
- b) Manager Planning, Email: [pgv@bhel.in](mailto:pgv@bhel.in) Ph: +91 –9730644485
- c) Manager Civil, Email: [aranjan@bhel.in](mailto:aranjan@bhel.in) Ph: +91 – 7894188572

**3. 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 [www.bhel.com](http://www.bhel.com).

**4. 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.

**5. 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](http://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](http://www.bhel.com) on "supplier registration page" at the following link:  
[http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_abridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf)

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

**7. 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."

8. 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

9. **Earnest Money Deposit (EMD):** Not Applicable for this Tender

10. **Performance / Contract Execution Bank Guarantee:** Not Applicable for this Tender

11. **Reverse Auction:** Not Applicable for this Tender

12. Price Variation Clause (PVC) is not applicable against the subject tender.

13. BHEL may short close the contract at any stage without assigning any reason.

14. **MSME Vendors:**

**Micro & Small Enterprises (MSE) are 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.

15. **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."

16. 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.



**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: BHE/PW/PUR/NTPRT-COPPER STRIPS / 2**

**Tender Description: Copper Strips for PVUNL Patrattu STPP**

"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: BHE/PW/PUR/NTPRT-COPPER STRIPS / 2**

**SCOPE OF WORK: .**

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 04<sup>TH</sup> JUNE, 2020 AND  
SUBSEQUENT ORDER(S)

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

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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 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) **Tender Specification No: BHE/PW/PUR/NTPRT-COPPER STRIPS / 2**  
2) All other pertinent issues till date

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

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

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

...

Thanking you,  
Yours faithfully,

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

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

**Note:**

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

**Format – IV**

**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:

**Other Formats****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 &amp; Address of Officer of BHEL inviting the Tender)

Note:

Duly Signed Copy of the Following Formats as provided in Volume I C 'Forms &amp; Procedures' must be submitted by the bidders along with Part I Technical Bid:

<b>Sl No</b>	<b>Title of Declaration / Certificate</b>	<b>Form No IN Vol IC</b>
1	Declaration by Authorized Signatory	Form F2
2	No Deviation Certificate	Form F 3
3	Declaration confirming knowledge about Site Conditions	Form F 4
4	Declaration for relation in BHEL	Form F 5
5	Non-Disclosure Certificate	Form F 6

### **Annexure I Pre-Qualification Criteria (PQR)**

Bidder shall essentially meet all the Qualifying Requirements as cited below: -

#### **A Technical PQR**

Bidder must have supplied at least 100 rmt of "Minimum 400 MM wide COPPER WATER STOP FABRICATED WITH 22G OR HIGHER THICKNESS COPPER STRIP" for any of the following in last seven years as on the latest date of bid submission:

- a) Supplied/Consigned to Customer for any industrial project  
OR
- b) Supplied/consigned to Self Project Site for use in any industrial Project

#### **B Financial Turnover**

Bidders must have achieved an average annual financial turnover (Audited) of Rs. 29 Lakh or more, over the last three Financial Years (FY) i.e. '2017-2018', '2018-19' & '2019-2020' or 2018-19', '2019-2020' & '2020-2021'

#### **Explanatory Notes for PQR**

- i. To satisfy QR – A qualification requirement, bidder shall furnish proof of supply (Copy of PO, Delivery Challan, Gate Entry Proof etc as desired by BHEL). 'Supplying' in QR - A means bidder should have delivered the material. Bidder shall submit the relevant documents against the above PQRs in the respective attachments in their offer in support of PQR.
- ii. 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
- iii. 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
- iv. 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.
- v. Consortium bidding is not allowed
- vi. Subsequent to the satisfactory fulfillment of all the above cited criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.
- vii. **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.
- viii. Definition of Start-up shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any.

**I. Techno – Commercial Terms and Conditions:****Technical specification &: Quality Plan**

<b>Technical Specification &amp; QUALITY PLAN</b>				
<b>Description: Supply including transportation and handing over to BHEL PATRATU STORE, of 600mm wide COPPER WATER STOP FABRICATED WITH 22G THICKNESS COPPER STRIP</b>				
<b>SL. NO.</b>	<b>DESCRIPTION OF CHECK REQUIRED</b>	<b>REQUIREMENT</b>	<b>INSPECTION BY</b>	<b>REMARKS</b>
1	Supply of material	As per relevant Indian/ British/ American/ ISO standard or any other standard as applicable	Manufacturer's test certificate as applicable and visual inspection at site by BHEL representative	Detailed manufacturer's quality plan is to be submitted by supplier for BHEL
2	Type of material	Copper of purity not less than 99.9%		
3	Dimesion, weights & tolerances	As per relevant Indian/ British/ American/ ISO standard or any other standard as applicable		
4	Length of piece of material	Either in roll or strip of 1250mm		
5	Thickness	22G		
6	Width	600mm		
8	Mechanical properties	Hardness : Min. 75VPN		
9	Chemical properties	Copper of purity not less than 99.9%		
11	Sampling and marking	As per relevant Indian/ British/ American/ ISO standard or any other standard as applicable		

**Bill of Quantity**

<b>Sl. No.</b>	<b>Item description</b>	<b>Unit of measurement</b>	<b>Tendered Quantity (in KG)</b>
<b>1</b>	Supply including transportation and handing over to BHEL PATRATU STORE, of 600mm wide COPPER WATER STOP FABRICATED WITH 22G THICKNESS COPPER STRIP	<b>KG</b>	<b>5797</b>

**Part – II: Techno commercial Terms & Conditions**

1. **Price:** Bidders should quote the prices as specified in the Volume – II - Price Bid.
2. **Evaluation criteria:**
  - a. Price bids of the techno-commercially acceptable offers shall be opened for Price Evaluation.
  - b. Bidder quoting lowest price shall be considered for placement of PO .
3. **Validity of Price:** Price submitted shall be valid for (a) **3 (three)** 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 material. **Price Variation Clause (PVC) is not applicable against this tender enquiry.**

4. **Delivery Schedule:**

Supply of material to BHEL Patratu Site (Dist Ramgarh Jharkhand), shall be completed within **15 (Fifteen) Days from the date of PO.**

5. **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 **3X 800 MW PVUNL Patratu STPP, Patratu, Distt.- Ramgarh, Patratu, PIN – 829119, Jharkhand.**

6. **Following document shall be submitted along with the Materials :-**

- i) Manufacturer's Test Certificate
- iii) Manufacturer's Quality Plan

7. **Delivery Destination:**

<b>Ship to (Consignee) and Sold to (Buyer) Address</b>	Construction Manager, BHEL Site Office, 3X800 MW PVUNL Patratu STPP Distt.- Ramgarh Patratu, PIN – 829119, Jharkhand GST No.: 20AAACB4146P5ZP
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8. **Transit Insurance:**

Transit insurance from supplier's works/warehouse to BHEL site stores shall be in the scope Supplier. Upon dispatch of material supplier has to immediately intimate underwriter of BHEL failing which transit loss if any would be borne by supplier.

9. **Performance Bank Guarantee:** - Not Applicable for this Tender

10. **Payment Terms:**

- ❖ 100% of order value (Excluding GST) shall be released on pro rata basis (i.e based on Actual Quantity Supplied to Site but limited to the ordered quantity) within 30 days from the date of receipt & acceptance of material at destination site and submission of Invoice along with complete set of requisite documents.

Documents required for payment: -

- a) GST Compliant Invoice (1 Original + 2 copies)
- b) Receipted LR (signed & stamped)/ confirmation from site regarding receipt of material.
- c) Packing List - Clearly showing quantity of material supplied. - original+1 copy
- d) Store Receipt Voucher (SRV)
- e) Manufacturer's Test Certificate
- f) Original Bank Mandate by bank / Original Cancelled Cheque for release of payment through RTGS/EFT (format shall be provided along with order).



- ❖ **For GST:** Applicable GST shall be released upon compliance of following documents: -

Vendor has declared such Invoice in their GSTR-1 & has paid the tax to the Government by filing GSTR-3B or any other return/form for payment of tax so that Vendor's invoice details appear in BHEL's GSTR-2A. Payment may not be released if above is not complied.

- ❖ Paying Authority shall be Construction Manager, BHEL PSWR, 3X800 MW PVUNL Patratu STPP. Invoice with complete set of documents shall be submitted at following address: -  
Construction Manager,  
BHEL Site Office,  
3X800 MW PVUNL Patratu STPP  
Distt.- Ramgarh  
Patratu, PIN – 829119, Jharkhand

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.

11. **Liquidated Damages/Penalty:** Liquidated damage (LD) for delay in completion of Complete scope as per tender shall be as under: -
  - ❖ LD shall be 0.5% of the total order value (excluding Taxes) per week of delay or part thereof subject to a maximum of 10% of the total order value (excluding Taxes). For LD Purpose executed Order value shall be applicable.
  - ❖ 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.
12. 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.
13. Bidder should have valid PAN. Relevant document in support of above shall be submitted
14. **Unloading of material:** Unloading of the materials at site is in the scope of BHEL.
15. **Short Closure:** BHEL may short close the contract at any stage without assigning any reasons.
16. The bidder shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc.