

पावर सेक्टर- पश्चिमी क्षेत्र Power Sector-Western Region
श्रीमोहिनी कॉम्प्लेक्स, 345 किंग्सवे, नागपुर Shreemohini complex, 345 Kingsway Nagpur - 440 001
फोन / Phone 0712- 3048600, फैक्स FAX: 0712- 3048699 www.bhelpswr.co.in

BHEL PAN: AAACB4146P

TENDER

Volume – IA: Technical Bid

E - Tender No: 2101027 Date 12-05-2021 comprising of following:

Salient Details of NIT		
S. No.	Issue	Description
1.	Job	Supply of Metal cladding sheets & Polycarbonate sheets at 4 X 270MW TSGENCO Bhadradi TPS, Manuguru, Distt.-Bhadradi, Telangana on 'F.O.R.' Destination basis.
2.	E - Tender No	2101027
3.	Details of Tender Document	
3.1	Volume _ I A	Technical Bid – (Pre-Qualification Criteria & Technical Specification)
3.2	Volume _I B	General Conditions of the Contract (GCC)
3.3	Volume _ I C	Techno-Commercial- Compliance Note: - Volume-IC-Techno-Commercial- Compliance consists of following sections: - ➤ Checklist ➤ Bidder's Response to PQR ➤ Declarations and Forms ➤ Unpriced bid
3.4	Volume _II	Price Schedule
4.	EMD	Not Applicable
5.	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)
6.	Due Date Of Offer Submission	Date: 19-05-2021 Time: 14:30 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).
7.	Opening of Tender (Techno-Commercial Bid)	Date : 19-05-2021 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		
8.	EMD	Not Applicable
9.	Bid Security Declaration	Bid Security Declaration is mandatorily required to submit by bidders
10.	Currency Applicable	INR (₹)
11.	Reverse Auction	Applicable
12.	Cost of Tender	Not Applicable
13.	Schedule Of Pre-Bid Discussion	Not Applicable
14.	Last Date of Seeking Clarification	17-05-2021 <i>Along with soft version also, addressing to undersigned & to others as per contact address given below.</i> <i>Bidders may consider to seek clarifications on the e-tender portal---</i> https://eprocurebhel.co.in/nicgep/app
15.	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
16.	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-IA (Techno Commercial Bid)' & 'PART-IB (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 03 months from the latest due date of offer submission or specified otherwise in GCC/SCC of tender.
- 15.0 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.
- 16.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 17.0 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.
- 18.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 19.0 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.
- 20.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 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. Notice Inviting Tender (NIT)
 - c. Price Bid – Volume - II
 - d. Techno-Comm – Compliance – Volume - I C
 - e. Technical Conditions of Contract (TCC) - Volume- I A
 - f. General Conditions of Contract (GCC) - Volume- I B

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR

Tender No: 2101027

Description: Metal cladding sheets & Polycarbonate sheets

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)

Chapter-II- 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 id: rajivkumar@bhel.in , Ph: +91 – 712 – 2858717
- ❖ Dy. Manager Purchase, Email: pragati.tigga@bhel.in Ph: +91-712-2858735
- ❖ Dy. Manager Purchase, Email: sk@bhel.in, Ph: +91 – 712 – 2858635
- ❖ Dy. Engineer Purchase, Email: arti.hote@bhel.in, Ph: +91 – 712 – 2858636

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 www.bhel.com.

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_abridged.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. **Earnest Money Deposit (EMD):** Not Applicable

Refundable, Non-interest bearing Earnest Money Deposit (EMD) of **Rs. Nil /-** is applicable for this Enquiry. EMD can be deposited in any one of the following methods along with the technical bid, failing which bidder's offer is liable for rejection.

Modes of Deposit

- ❖ Cash Deposit as permissible under the extant Income Tax Act (before tender opening)
- ❖ Banker's Cheque/ Pay Order/ Demand Draft, in favour of Bharat Heavy Electricals Ltd, payable at Nagpur (along with offer)
- ❖ Electronic Fund Transfer credited in BHEL PSWR, Nagpur account (before tender opening); Bank account details of BHEL PSWR is cited below for EMD remittance purpose

Name of the company	Bharat Heavy Electricals Ltd
Address of the company	Shree Mohini Complex 345, Kingsway, Nagpur - 440001
Name of Bank	State Bank Of India
Name of Bank Branch and Branch Code	SBI, 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
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- ❖ 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.

6. **Performance / Contract Execution 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 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.**

7. **Reverse Auction: Applicable.** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com on "supplier registration page".) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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.

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

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

10. **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.

11. **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.”

12. 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:

Tender Description:

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the

bidder.....> is / are

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender.
(Evidence of valid registration by the competent authority shall be attached)

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

Format - II

Bid Security Declaration Form

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: Bid Security Declaration

Ref: Tender Specification No:

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 04TH JUNE, 2020 AND
SUBSEQUENT ORDER(S)

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

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) **Tender Specification No:**

2) All other pertinent issues till date

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

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

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

...

...

...

Thanking you,

Yours faithfully,

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

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

Note:

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

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:

I. Pre-Qualification Criteria (PQR)

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

A Technical

Bidder should have supplied 'Metal Deck Sheets' or 'Metal Cladding sheets' or 'Permanently colour coated Metal Sheets' or Any of these combination for minimum of 13,000 Square Meter cumulatively at any Power Plant or other infrastructure project or any other industry/customer in last seven years as on the latest date of submission of tender.

B Financial Turnover

Bidders must have achieved an average annual financial turnover (Audited) of Rs. 196 Lakh or more, over the last three Financial Years (FY) i.e. '2017-2018', '2018-19' & '2019-2020'.

C Submission of Integrity Pact duly signed

The IP as enclosed in Annexure-I 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 subsequent to the compliance of criteria A to C above shall be forwarded to customer for their approval.
- ❖ The Price Bids 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 & D above shall be opened.

Explanatory Notes for PQR

- i. To satisfy QR – A qualification requirement, bidder shall furnish Purchase Order and proof of supply against the same Purchase Order. 'Supplying' in QR - A means bidder should have delivered the material. Bidder shall submit the relevant documents against the above PQRs inclusive of Purchase order (wherein PO no., date, PO Value etc. is legible) along with proof of supply (i.e. - Completion Certificate/ Copy of Invoices / LR Copies/ Store Receipt Vouchers/ Payment Advice etc.) in the respective attachments in their offer in support of PQR.
- ii. 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. **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.**
- viii. **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 Start-up 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:**Part – I: Technical specification**

1. Technical specification of Metal cladding sheets & Polycarbonate sheets: Product quoted by the bidder must meet the technical specification as cited below: -

Sl. No.	Description	Unit	Quantity
1	<u>Metal cladding sheets:</u> Designing and supplying external sheet of permanent colour coated metal cladding with troughed M.S. Sheets manufactured out of 0.55mm TCT (Total Coated Thickness), permanently colour coated zincalume sheet (150 gsm zinc-aluminium alloy coating total of both side as per AS 1397:1993) having 300 Mpa yield strength. The colour coating shall be comprise of SMP and of 20 microns finish coat over a 5-micron primer coat on the exposed side and a back coat of 5 microns over a primer coat of 5 micron on the reverse side.	Square Meter (SQM)	43182
2	<u>Polycarbonate sheets</u> Designing and supplying of fire resistant and UV resistant polycarbonate translucent sheets of 2mm thickness as per specification all complete. Polycarbonate sheets shall be uniform pigmentation and thickness without air pockets and shall conform to IS: 14443: 1997 and including cutting to required length and size including profile machine bending of sheets to achieve the desired profile by conforming minimum joints and laps as per drawing. The polycarbonate sheet shall have troughed profile to match with the metal cladding profile	Square Meter (SQM)	3545

2. Inspection & Testing at Suppliers Works:

BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the vendor.

BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, supplier shall be liable to replace the materials at his own cost.

No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site.

3. Tolerance: -

a) Ordering Quantity Tolerance: **± 25 % for each item**

b) Supply Quantity Tolerance: **± 10 % for each item**

4. Delivery should be made in bundled condition. Material shall be packed in such a manner so as to prevent damage in ordinary handling and transport. Each package shall contain only one size of material. Proper packing and dunnage is to be ensured. Loading shall be done over wooden logs placed above trailer bed to facilitate easy unloading. Each package must be suitably marked with a tag for identification as given below: (legibly written on the packet)

a) BHEL's Purchase Order Number

b) Project Name

c) Name of the Manufacturer

- d) Material Grade & Condition
 - e) Sheet Thickness
 - f) Weights of the Contents.
5. **Guarantee:** Material shall be guaranteed against any defect for a period of 12 months from the date of receipt of Material at site. In case of notification of defect, supplier shall replace the defective material free of cost (inclusive of freight, material cost, taxes etc.) up to destination within a period of 30 days from the date of intimation by BHEL to Vendor.
6. **Test Certificate:**
- a. **Metal Cladding sheet:** Mill Test Certificate for cladding sheets and Supplier's Quality inspection report on Galvanisation and/or Paint should be as per specification (normally 2 copies) and extra if demanded by BHEL without any extra cost.
 - b. **Polycarbonate sheets:** Mill Test Certificate for sheets should be as per specification (normally 2 copies) and extra if demanded by BHEL without any extra cost.
7. **Sample Test:** Random sample may be taken by site for third party inspection at the cost of supplier
8. **Documents required with materials for unloading at destination:**
- a) Duplicate for transporter copy of Invoice
 - b) LR copy
 - c) Packing slip
 - d) Gate pass
 - e) Mill Test Certificate
 - f) Supplier's Quality inspection report on Galvanization and/or Paint for cladding sheets

Additionally one full set photocopy of all the above documents is also required along with supply.

A. Part – II

1. **Total Requirement:**
 - **For Metal cladding sheets: 43182 Square Meter (SQM) (± 25%)**
 - **For Polycarbonate sheets: 3545 Square Meter (SQM) (± 25%)**
2. **Ordering Philosophy:** 100% quantity shall be ordered to L1 bidder at L1 acceptable rate.
3. Tenders beyond the scheduled due date & 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 should quote the prices as specified in the Volume – II - Price Bid.
8. **Evaluation criteria:**
 - a. Price bids of the techno-commercially acceptable offers shall be opened for Price Evaluation.
 - b. 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) & TCS (if applicable).
9. **Validity of Purchase Order (P.O):** The validity of the Purchase Order will be for **6 months from date of Purchase order 'OR' the complete delivery of material** (as mentioned in the PO), **whichever is earlier.**
10. **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 against MDCC's (Material Dispatch Clearance Certificate) issued by BHEL . **Price Variation Clause (PVC) is not applicable against this tender enquiry.**
11. **Delivery Schedule:** Complete material shall be delivered to site within 75 days from the date of Purchase order.

Delivery is the essence of the contract for BHEL. Offer deviating delivery schedule may be liable for rejection.

No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site.
12. **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 **4 X 270MW TSGENCO Bhadradi TPS, Manuguru, Distt.-Bhadradi, Telangana.**
13. **Weighment:** BHEL or BHEL approved third party weighment is final. Number of pieces shall be indicated in Invoice/TC.

14. **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.

15. **Payment Terms:**

- ❖ 95% of F.O.R. price excluding GST (on 100% F.O.R value) shall be released on pro rata basis within 45 days after receipt & acceptance of material at site and submission of following documents: -
 - a) GST Compliant Invoice (1 Original + 2 copies)
 - b) Copy of Intimation to Insurance Company
 - c) Copy of Material Dispatch Clearance Certificate issued by BHEL/BHEL site.
 - d) Guarantee/Warranty Certificate.
 - e) Bank details endorsed (signed & stamped) by bank for release of payment through RTGS/EFT (format shall be provided along with order).
- ❖ Applicable GST shall be released upon compliance of following:
 - 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 & invoice details do not appear in BHEL's GSTR-2A.
- ❖ Balance 5% Payment (Excluding GST) shall be released on pro rata basis within 30 days from the date of submission of Performance Bank Guarantee (PBG - confirmed by Issuing bank). Bank guarantee from any of the consortium Banks of BHEL for **5% of total order value (Excluding GST)** is to be submitted in prescribed format within 30 days from date of completion of supply. The PBG shall be valid up to end of the warranty period with additional claim period of 3 months after warranty.
- ❖ **Note-** In lieu of submission of PBG, bidder may opt that last 5% Payment excluding GST on pro rata basis shall be withheld & same shall be released after completion of warranty period.
- ❖ All charges for establishing, confirmation and amending the BGs, if necessary, shall be to Vendor's account.
- ❖ PBG shall be furnished at BHEL PSWR HQ, Nagpur office.
- ❖ Paying Authority shall be **Construction Manager, BHEL, 4 X 270MW TSGENCO Bhadradi TPS, Manuguru, Distt.-Bhadradi, Telangana.**
- ❖ All Payment related documents shall be furnished to the following address:

BHEL Site Office,
Construction Manager,
4X270 MW Bhadradi TPS
Village-Ramanujawaram,
Post-Manuguru, Distt.-Bhadradi
Kothagudem, PIN – 507117, Telangana

16. 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.

17. Liquidated Damages/Penalty:

- ❖ LD shall be 0.5% of the total order value (excluding Taxes) of undelivered material per week of delay or part thereof subject to a maximum of 10% of the total order value (excluding Taxes).
- ❖ 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.

18. 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.

19. MSE Preference: Applicable as per Cl. No. 32 of Vol-IB-GCC.

20. **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 “VolICCheckList2101027”.

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

III. Instructions for filling the Price Bid

1. Packaging and Forwarding charges, Freight charges shall be included in the Basic Cost in Vol-II Price bid.
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.
6. Price Quoted shall be exclusive of GST, GST Cess (if any) & TCS (if applicable).