



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

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Ref: PSER:SCT:KLN-M2082:8222

Date: 22-10-2020

NOTICE INVITING TENDER

NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES

Sealed offers in two part bid system are invited from reputed & experienced bidders meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1 through E-Procurement Portal <https://bhel.abcprocure.com> only for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
1.0	TENDER NO	PSER:SCT:KLN-M2082:20
2.0	NAME OF JOB	PROVIDING MANPOWER SERVICES AT 2 X 660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH.
3.0	DETAILS OF TENDER DOCUMENT	
3.1	Volume-I	General conditions of contract- Applicable.
3.2	Volume-IB	General conditions of contract (service) - Not applicable.
3.3	Volume-IC.	Special conditions of contract (supply) – Not applicable.
3.4	Volume-ID.	Special conditions of contract (service) – Not Applicable (clubbed with Volume-II).
3.5	Volume-IE.	Not applicable.
3.6	Volume-II.	Technical Specification along with Special Conditions of Contract - Applicable
3.7	Volume-III.	Price schedule, Rev-00 - Applicable.
4.0	ISSUE OF TENDER DOCUMENTS	This is an E-tender floated online through our E-Procurement Site https://bhel.abcprocure.com . Start date of the tender: 22-10-2020.
5.0	DUE DATE & TIME OF OFFER SUBMISSION	Date: 29-10-2020, Time: 15-00 Hrs. IST The bidder should respond by submitting their offer online in our e-Procurement platform at https://bhel.abcprocure.com only. Offers are invited in two-parts only. Hard copy bid or bids through email/ fax shall not be accepted.
6.0	OPENING OF TENDER	Date: 29-10-2020. 1 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time.
7.0	EMD AMOUNT	Rs. 4,20,041/- (Exemption allowed only for MSE vendors in line with clause no 26.0 of NIT)
8.0	COST OF TENDER	NA
9.0	LAST DATE FOR SEEKING CLARIFICATION	Date: 26-09-2020 Along with soft version also, addressing to undersigned & to others as per contact address given below
10.0	SCHEDULE OF Pre Bid Discussion (PBD)	Not Applicable

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फ़ोन/Phone : बोर्ड/EPABX : 23211691/ 23398236

11.0	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	IEM DETAILS: <i>Not Applicable.</i>
12.0	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); CPP portal & E-Procurement Site https://bhel.abcpurchase.com only. Bidders to keep themselves updated with all such information.

- 2.0 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.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender (non-refundable) and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata, issuing the Tender, along with techno-commercial offer.
- 4.0 Unless specifically stated otherwise, bidder shall have to deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. For other details please refer General Conditions of Contract.

Bidders may please be noted that "OEMD" provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as OEMD are also requested to submit fresh EMD as mentioned in sl no 7.0 under clause no 1.0 of NIT.

- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders as detailed below:

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING

Sl no	Description	Remarks
PART-I A	(TECHNO COMMERCIAL BID)	
	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer. (To be attached in relevant Attachment section)	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. (To be attached in relevant Attachment section) Note: 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 attached in relevant attachment section of the e –procurement portal . 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/ annexures / schedules/ drawing etc as	

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	required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be attached in relevant attachment section 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. (To be attached in relevant Attachment section)	
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 (To be attached in relevant Attachment section)	
vii.	Notice inviting Tender (NIT) (To be attached in relevant Attachment section)	
viii.	Volume – I : General Conditions of Contract (GCC) (To be attached in relevant Attachment section)	
ix.	Volume – II : Technical specification along with Special conditions of contract (To be attached in relevant Attachment section)	
x.	Volume–III – Schedule-I- (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item. (To be attached in Unpriced Bid Attachment section)	
xi.	Any other details preferred by bidder with proper indexing. (To be attached in relevant Attachment section)	

PART-I B	EMD/ COST OF TENDER	
	CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

PART-II	PRICE BID (TO BE ATTACHED IN PRICE BID ATTACHMENT SECTION)	
	CONTAINING THE FOLLOWING:-	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume III – PRICE BID- – Schedule-I- (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures) Any other document uploaded in the price bid, apart from above tender format, shall not be taken into cognizance for evaluation of offer.	

SPECIAL NOTE:

- Your offer & documents submitted along with offer shall be digitally signed & stamped in each page by your authorised representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- The credentials/documents submitted towards compliance of Pre-qualification requirement shall be physically signed by the authorized signatory & stamped before uploading/submission with the offer in the e-procurement portal.
- All documents/ annexures submitted with the offer shall be properly attached in the respective sections.** BHEL shall not be responsible for any missing documents.

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- 6.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 7.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves 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).
- 8.0 Since the job shall be executed at **site**, bidder 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.
- 9.0 For any clarification on the tender document, the bidder may seek the same in writing, through e-mail or through E-Procurement Site <https://bhel.abcprocure.com>, 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.
- 10.0 BHEL may decide holding 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.
- 11.0 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.
- 12.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 13.0 The Bidder has to satisfy the Pre Qualifying Requirements (as applicable) stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 14.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, **price bid (Volume-III) uploaded in E-Procurement Site <https://bhel.abcprocure.com> will be opened.**
- 15.0 Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) or specified otherwise in the tender.
- 16.0 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all 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.

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- 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 In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.

'Stand alone' bidder cannot become a 'prime bidder' or a 'consortium bidder' in a consortium bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.

- 21.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements" duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 22.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 23.0 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 Website (www.bhel.com).

I) Integrity commitment, performance of the contract and punitive action thereof:

a) 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.

b) Commitment by Bidder/ Supplier/ Contractor:

b.i) 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.

b.ii) 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.

b.iii) 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 includes 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

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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 and/ or under applicable legal provisions.

- 24.0 It may please be noted that Guidelines/Rules in respect of Suspension of business dealings (Hold- 12 to 24 Months/ Banning – 3 years etc), Vendor Evaluation formats, quality, safety and HSE guidelines , standard T&P hire charges of BHEL etc may undergo change from time to time and the latest one shall be followed. Latest “Guidelines for Vendor Evaluation” is web based quality, safety & HSE”; standard T&P hire charges shall be available at site and shall be given to the successful vendors/subcontractors during execution.
- 25.0 MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: -

Type under MSME	SC/ST owned	Women owned	Others
Micro			
Small			
Medium			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

- 26.0 The bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 27.0 Annexure-A -Amendment to GCC shall be read in conjunction with GCC-Volume-I. This Annexure-A (Amendment to GCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC only.
- 28.0 Annexure-B - Terms & conditions of Reverse Auction.
- 29.0 **Integrity Pact (IP) – NOT APPLICABLE FOR THIS TENDER.**
- 30.0 For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04-06-2020 issued by DPIIT. In case of subsequent orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Duly filled & signed Form-1 (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer.

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- 35.0 Bidders are requested to submit their best price as per latest price schedule of the tender.
- 36.0 It may please be noted that Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid, else bid shall be liable for rejection.
All overwriting/ cutting, etc. will be numbered by bid opening officials and announced during bid opening.
- 37.0 Bidder shall submit duly filled & signed Form-3 along with their techno-commercial offer towards compliance of Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020. In this connection, following may be noted:
- I. 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 the Competent Authority.
 - II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - III. "Bidder from a country which shares a land border with India" for the purpose of this order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
 - IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural

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person who hold the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

However, in this regard, provision of Clause no 1.15.9 of GCC shall also be applicable.

38.0 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:

- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Bid-(VOL-III)
- Technical conditions & Special conditions of contract (TS & SCC)-VOL-II & ID.
- General conditions of contract (GCC)-VOL-I.

for BHARAT HEAVY ELECTRICALS LTD

DY. MGR (SCT)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake City, Kolkata – 700 091
	Phone no	033-2339 8231 / 8235/ 8000.
	FAX no	033-2321 1960
	e-mail	k.anish@bhel.in / bsandipan@bhel.in

Enclosure

- Annexure-1: Pre-Qualifying criteria.
- Annexure-2: Format for No-deviation certificate.
- Annexure-3: Format for seeking clarification.
- Annexure-4: Check-list.
- Annexure-A - Amendment to GCC.
- Annexure-B: Terms & Conditions of Reverse Auction
- Annexure –C-CA certificate Format.
- Form-1 (Format for local content).
- Form-3.
- Tender document as per above details (Separate).

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ANNEXURE-1**PRE-QUALIFYING CRITERIA**

JOB	PROVIDING MANPOWER SERVICES AT 2 X 660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH.
TENDER NO.	PSER:SCT:KLN-M2082:20

SL NO	CRITERIA
1.0	FINANCIAL CRITERIA
1.0 (a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF Rs. 62.45 LAKH DURING THE THREE CONSECUTIVE FINANCIAL YEARS FROM IMMEDIATE FOUR PREVIOUS FYS (FY TO BE CONSIDERED SHALL BE FY 2016-17, 2017-18 & 2018-19 OR 2017-18, 2018-19 & 2019-20) ENDING ON 31-03-2020 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER AND HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1(C).
(b)	BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE THREE CONSECUTIVE FINANCIAL YEARS FROM IMMEDIATE FOUR PREVIOUS FYS (FY TO BE CONSIDERED SHALL BE FY 2016-17, 2017-18 & 2018-19 OR 2017-18, 2018-19 & 2019-20) ENDING ON 31-03-2020 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR THREE CONSECUTIVE FINANCIAL YEARS FROM IMMEDIATE FOUR PREVIOUS FYS (FY TO BE CONSIDERED SHALL BE FY 2016-17, 2017-18 & 2018-19 OR 2017-18, 2018-19 & 2019-20) ENDING ON 31-03-2020 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
(c)	IN CASE AUDITED BALANCE SHEET AND PROFIT AND LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THREE YEARS AS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
(d)	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.
2.0	TECHNICAL CRITERIA
	THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF PROVIDING 5600 MAN-DAYS OF SKILLED/ SEMI-SKILLED WORKERS FOR MECHANICAL OR STRUCTURAL OR (CIVIL AND "MECHANICAL AND /OR STRUCTURAL") WORKS IN ANY PROJECT DURING LAST SEVEN YEARS ENDING ON THE LATEST DUE DATE OF BID SUBMISSION.
	THE BIDDER SHALL HAVE TO SUBMIT WORK ORDER / COMPLETION CERTIFICATE IN SUPPORT OF THE ABOVE REQUIREMENT.
3.0	OTHER CRITERIA
	BIDDER SHOULD HAVE A VALID PAN (IN INDIA).
NOTE	
A	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.
B	1 MAN MONTH SHALL BE CONSIDERED EQUIVALENT TO 30 MAN-DAYS FOR THE PURPOSE OF EVALUATION OF ABOVE MENTIONED CRITERIA.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

ANNEXURE - 2**FORMAT FOR NO DEVIATION CERTIFICATE**
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	PROVIDING MANPOWER SERVICES AT 2 X 660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH.	
Ref	1.0	Tender no PSER:SCT:KLN-M2082:20
	2.0	BHEL's NIT, vide reference no PSER:SCT:KLN-M2082:8222, Date: 22-10-2020.
	3.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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फ़ोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

ANNEXURE - 3**FORMAT FOR SEEKING CLARIFICATION**

JOB	PROVIDING MANPOWER SERVICES AT 2 X 660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH.
TENDER NO	PSER:SCT:KLN-M2082:20

Sl no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

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ANNEXURE - 4**CHECK LIST****NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (✓) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY(BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO
21	Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR (Undertaking to be enclosed if not applicable)	Applicable/Not Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

DATE:

AUTHORISED SIGNATORY
 (With Name, Designation and Company seal)

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Annexure –A

Amendment to GCC

(I)	New clauses have been introduced under Volume-I-GCC superseding all pertinent clauses of risk and cost
1.1	Risk and cost may be invoked in any of the following cases: - i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of supply does not appear to be executable within balance available period considering its performance of execution. - ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. - iii). Non completion of work/ Non-supply by the Contractor within scheduled completion/ delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor. - iv). Termination of Contract on account of any other reason (s) attributable to Contractor. - v). Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. - vi). Non-compliance to any contractual condition or any other default attributable to Contractor. <u>Risk & Cost Amount against Balance Work:</u> Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). * Balance scope of work/ supply (in case of termination of contract): Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: Incase portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/ supply' for calculating Risk & Cost amount.

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	<u>LD against delay in executed work/ supply in case of Termination of Contract:</u> LD against delay in executed work/ supply shall be calculated in line with the relevant LD clause(s) of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work/ supply till termination of contract. Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below. i). Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1 ii). Let the value of executed work/supply till the time of termination of contract= X iii). Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y iv). Delay in executed work/supply attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$ v). LD shall be calculated in line with LD clause of GCC for the delay attributable to contractor taking “X” as Contract Value and “T2” as period of delay attributable to contractor.
1.2	<u>Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor</u> Following sequence shall be applicable for recoveries from contractor: a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract. b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above. c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery: Dues payable to contractor against other contracts in the same Region shall be considered for recovery. If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.
(II)	Additional clauses have been introduced under Volume-I-GCC under security deposit (SD) & performance bond (PB)
2.0	<u>Clause No 1.7.5:</u> Security deposit (SD) SDBG to be furnished by the vendor before start of work. No payment will be released till SDBG is submitted by the vendor. If requested by the vendor, cash recovery equivalent to SDBG value to be made from bills submitted by the vendor. Also recovery of interest calculated @SBI PLR +2% on amount equivalent to SDBG / PBG value to be made for the gap period (difference between date of start of work and date of submission of BG / cash recovery). In case of delay in extension of SDBG, in case of validity expiry, SDBG shall be invoked. However if the vendor submits a new BG after invocation of the previous BG then, it shall be refunded and recovery for the gap period, i.e. the duration for which BG is not available shall be made as stated above.

Annexure -B**Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL shall be resorting to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
1. *Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA.*
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax /e-mail the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure IV) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. *Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.*
12. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
13. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
14. *In case of more than four techno commercially qualified bidders, H1 bidder (whose quote is highest in sealed envelope price bid) shall not be allowed to participate in RA. However, there will be no H1 removal in case H1 happens to be MSE or qualifying under PPP-MII, Order 2017 irrespective of the number of bidders qualifying techno-commercially. In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum three bidders remain in fray, else no H1 removal.*

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Annexure -C**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 (Part-II) / UAM / Udyam Registration 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-Part-II / UAM):** 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 (Udyam, registered under Udyam Registration Portal):** 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 forMicro I Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category {Micro/Small} (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

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फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

Form-1 (Format for local content)**Format for Self Certification regarding Local content (LC) for Product/ Services/ Works**

Date:

This is with reference to the notification issued by Department of Industrial Policy & Promotion issued vide Notification No: P-45021/2/2017-B.E.-II Dated: 15-06-2017 & P-45021/2/2017-PP (BE-II) Dated: 28-05-2018, of Department of Promotion of Industry and Internal Trade issued vide Notification No: P-45021/2/2017-PP(BE-II) Dated: 29-05-2019 & P-45021/2/2017-PP (BE-II) Dated: 04-06-2020.

_____, S/o, D/o, W/o _____, Resident of _____ do hereby solemnly affirm and declare as under:

That the percentage of local content for the Product/ Services/ Works offered by the bidder/supplier against the subject tender (**TENDER NO: PSER:SCT:.....**) is ____%. We certify that the item(s) offered meets the local content requirement for **< Class-I Local Supplier / Class-II Local Supplier/ Non-Local Supplier, tick the applicable option >**. We are also enclosing the details of the location(s) at which the local value addition is made.

That I agree to abide by terms and conditions of the same notification as referred above.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Product/ Services/ Works has been verified by me and found correct.

That in the event of the LC of the Product/ Services/ Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Government of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) order 2017**.

For and behalf of _____ (Name of Firm/ entity)

Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation and Contact No and date>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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FORM – 3
(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 no.

Job:

"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 not from such a country and eligible to be considered for this tender.

For and behalf of _____ (Name of the bidder)

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

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