



ISO 9001-2000, ISO 14001
and OHSAS 18001 certified
company
SubContract and Purchase
Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
BHEL- RSC -NOIDA, 4TH FLOOR,
PLOT NO. 7, ADVANT NAVIS BUSINESS PARK,
SECTOR-142, NOIDA EXPRESS WAY,
NOIDA - 201305.
Email: mkb@bhel.in/ssm@bhel.in

DOMESTIC NOTICE INVITING TENDER

DUE DATE FOR OPENING: 20/09/2017 15:30(IST)

NIT NO. / NAME OF WORK

TENDER NO.- NDA/PAN-7, 8/CNI/17_026 dated 13/09/2017

E-Tenders are invited from the contractors fulfilling qualifying requirements as given in tender document for the **"ERECTION, TESTING & COMMISSIONING OF COMPLETE UP GRADATION OF BHEL MAKE MAX DNA DCS SYSTEM INSTALLED IN 2 X 250 MW UNIT-7 & 8, PANIPAT"**

NOTE:

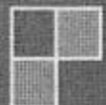
1. This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in>.
2. The complete tender documents can be downloaded from BHEL Web Site, www.bhel.com, www.bhelpsnr.co.in & CPP Portal (eprocure.gov.in). The bidder should respond by submitting their offer online only through our e-Procurement platform at <https://bheleps.buyjunction.in>.
3. All corrigenda, addenda, amendments, time extensions, clarifications etc. to this tender will be hosted on BHEL website (www.bhel.com). Bidders should regularly visit website to keep themselves updated.
4. Offers are invited in two-parts only. No Paper bid or bids through email/ fax shall be accepted.
5. Tenders Not Accompanied with full Earnest Money Deposit of Rs. 60,807/- (By pay order/ Demand Draft/NEFT) will not be considered. However one time EMD shall be Rs. 5, 00,000/-. Vendors, who have already deposited one time EMD of Rs. 5, 00,000/- with SAS Noida, need not to deposit the EMD again

Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



Ref: NDA/PAN-7, 8/CNI/17_026

Date: 13/09/2017

NOTICE INVITING E-TENDER (NIT)
BIDDER TO SUBMIT OFFERS ON PORTAL
<https://bheleps.buyjunction.in>

To

Dear Sir/Madam

Sub : **NOTICE INVITING E-TENDER**

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document and GSCC. Following points relevant to the tender may please be noted and complied with.

1. Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	NDA/PAN-7, 8/CNI/17_026	
ii	Broad Scope of job	ERECTION, TESTING & COMMISSIONING OF COMPLETE UP GRADATION OF BHEL MAKE MAX DNA DCS SYSTEM INSTALLED IN 2 X 250 MW UNIT-7 & 8, PANIPAT	
iii	DETAILS OF TENDER DOCUMENT		
a	Page No 15 to 19 (Annexure 5)	Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Applicable
b	GSCC	General & Special Conditions of Contract (GSCC)	Applicable
e	Page No 21	Price Schedule (Absolute value).	Applicable
iv	Issue of Tender Documents	From BHEL website (www.bhel.com) and <u>https://bheleps.buyjunction.in</u> Tender documents will be available at website till due date of submission	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 20/09/2017, Time : 15:00 HRS Place : on <u>https://bheleps.buyjunction.in</u>	Applicable
vi	OPENING OF TENDER	At due date / time Date : 20/09/2017, Time : 15:30 HRS Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. However it being an e-tender it shall be opened online	Applicable

vii	EMD AMOUNT	Rs 60,807/-	Applicable
viii	COST OF TENDER	Nil	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Two days before bid submission due date. Along with soft version also, addressing to contact address given below</p> <p>1) MR. M.K. BHATNAGAR AGM (S) / RSM - NOIDA Phone: 0120- 6748105, MOBILE : 09463999545 E-MAIL : mkb@bhel.in</p> <p>2) MR. S S Mehta Sr. Manager / HEAD (SCT & COMML.) Phone: 0120-6748379 MOBILE : 9650086122 E-MAIL : ssm@bhel.in Common Address : BHEL-RSC-NOIDA, 4TH FLOOR, PLOT NO. 7, ADVANT NAVIS BUSINESS PARK, SECTOR-142, NOIDA EXPRESS WAY, NOIDA - 201305.</p>	
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not applicable
xii	Latest updates	<p>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 Corrigendums) & portal https://bheleps.buyjunction.in and not in the newspapers. Bidders to keep themselves updated with all such information</p>	
xiii	Tender submission	on portal https://bheleps.buyjunction.in	

- 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, **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.**
- Unless specifically stated otherwise, bidder shall deposit EMD through Cash Deposit (as permissible under the extant Income Tax Act) (before tender opening), Electronic Fund Transfer credited in BHEL account (before Tender Opening) or Banker's Cheque/ Demand Draft/ Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida (along with offer).

However one time EMD shall be Rs. 5, 00,000/-. Vendors, who have already deposited one time EMD of Rs. 5, 00,000/- with SAS Noida, need not to deposit the EMD again.

For Electronic Fund Transfer the details are as below:-

a) **Name of the Beneficiary** :- Bharat Heavy Electricals Limited

b) **Bank Particulars**

i).	Bank Name :-	STATE BANK OF INDIA
ii).	Bank Telephone No.(with STD code):-	011-23352180
iii).	Branch Address:-	CAG BRANCH, NEW DELHI
iv).	Bank Fax No. (with STD code) :-	011-23353101
v).	Branch Code :-	SBIN0009996
vi).	9 Digit MICR Code of the Bank Branch :-	110002201
vii).	Bank Account Number :-	10813608647
viii).	Bank Account Type :-	CASH CREDIT
ix).	11 Digit IFSC Code of Beneficiary Branch:-	SBIN0009996

(Note:- In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer should be uploaded in the E-Procurement Portal and hard copy of the same should reach BHEL-PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

For other details please refer General Conditions of Contract.

4. **Procedure for Submission of Tenders**: This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in>. Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT TENDER FEE & EMD (in physical form) as mentioned below:

a. **Technical Tender (UN priced Tender)**

All Technical details (eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- Tender Cost and Earnest money Deposit (EMD) furnished in accordance with NIT Clause 3.0 & 4.0. Alternatively, documentary evidence for claiming exemption as per clause 28 of NIT
- Technical Bid (without indicating any prices).

b. **Price Bid:**

- Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- The price should be quoted for the accounting unit indicated in the e-tender document.
- Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate)(**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

BHEL has finalized the e-procurement service Provider:-

M/s M Junction services Limited, Kolkata

Godrej Water Side, 3rd Floor, Tower-1, Plot-V, Block - DP

Sector - V, Salt Lake, Kolkata-700091, West Bengal, INDIA

The contact details of the service provider are given below:

1. First level:

- o MJ Helpdesk : 033-66011717, eps.customercare@mjunction.in

2. Second Level:

- o Bhaskar Chakraborty: 8584008205, bhaskar.chakraborty@mjunction.in,
eps.customercare@mjunction.in

3. Santosh Kumar: 9717149600, santosh.kumar@mjunction.in**4. Third Level:**

Rimi Ghosh: 9650044156, rimi.ghosh@mjunction.in

1. Customer care Help Desk of M/s MJUNCTION SERVICES LIMITED, Kolkata:

Tel ~ 033 - 66011717 (From 9.30 am to 5.30 pm),

Mob - 91633 48283 - 86/ 85840 08116 (From 5.30 pm to 8.30 pm)

HELPPDESK email: eps.customercare@mjunction.in,

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate)(Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

2. The contact details of the DSC Certifying Authority as given below

1	GNFC	www.ncodesolutions.com
2	e-Mudhra	http://www.e-Mudhra.com
3	Safescrypt	www.safescrypt.com

Vendors are also requested to go through seller manual available on www.bheleps.buyjunction.in

5. Not Used**6. Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.**

7. 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. **Assessment of Capacity of Bidders: Not Applicable**
9. Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, 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.
10. For any clarification on the tender document, the bidder may seek the same over e-procurement 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.
11. 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.
12. 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.
13. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
14. ~~Bidders shall submit Integrity Pact Agreement (Duly 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. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at Clause No. 1, Salient Features of NIT, Sl. No. (xi) above.~~
- 14a. **Integrity Pact (IP): Not applicable**
15. The Bidder has to satisfy the Pre Qualifying Requirements 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 satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance 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.
16. 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, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
17. Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
18. (a) BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-

acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

- (b) Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
 - (c) The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**
 - (d) If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
 - (e) If reverse auction process is unsuccessful, sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender shall be processed accordingly. However, the envelope sealed bid(s) of techno-commercially acceptable bidder(s) who had agreed to participate in the RA and had failed to submit the online sealed bid shall not be opened.
19. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
 20. 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.
 21. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
 22. **Not Applicable**
 23. The bidder shall upload 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.
 24. The bidder may have to produce original document for verification if so decided by BHEL.
 25. The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.
 26. **Not Applicable**
 - 27.0 It may please be noted that **guidelines/rules** in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', milestone/ completion certificate, etc may **undergo change** from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "**supplier registration page**".

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 website (www.bhel.com).

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

27.1.1 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.

27.1.2 Commitment by Bidder/ Supplier/ Contractor:

- (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.
- (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.
- (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 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 prices 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 extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

28.0 Micro and Small Enterprises (MSE)

Any Bidder falling under MSE 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 MSE	SC/ST owned	Others
Micro		
Small		

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

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid MSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if 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.
- b) MSEs shall be exempted from payment of tender fee.
- c) MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.
- d) Participating MSEs quoting price with price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

- 29.0 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 soon as it comes to their notice.
- 30.0 The contractor has to ensure that the staff/ workmen deployed for execution of work uses necessary safety appliances. Surprise checks shall be done by BHEL and in case of non-compliance of above penalty of RS 500/- (five hundred) may be imposed for each case on each occasion of surprise.
- 31.0 Contractor shall ensure use of only calibrated Inspection, Measuring & Testing equipment confirming traceability to national standards. Valid calibration certificates shall accompany these IMTEs.
- 32.0 "Code for Health, Safety and Environment plan for site operation by subcontractor "at BHEL-PSNR- Sites" as detailed in vide document no. HSEP: 14 REV: 00 dated 12.08.2014 will have to be accepted by the party for qualifying in Techno-Commercial bid.
- 33.0 The contractor shall ensure compliance to all statutory requirements including but not limited to payment of wages, deposition EPF, Labour Licence, Insurance under applicable WC act & ESI etc. governed by the provisions of applicable acts without any extra cost to BHEL. Further without limiting obligations and liabilities provided elsewhere in the contract, BHEL shall be kept harmless and indemnified against all claims, damages and compensations, as well as breach of such requirements. Release of progressive payments shall be subject to, inter alia, compliance to such statutory requirements.
- 34.0 Activity- wise percentage breakup has been indicated against each activity in the scope of work as per Annexure -5'. In case of reduction in quantum of work at site, payment shall be released only for the activities actually carried out as per the percentage allotted.
- 35.0 Even though offer has been given for a particular unit, it is valid for any Unit of same rating in the same Power House, provided there is no change in activities listed in scope of work.

36.0 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. Scope of work, Special and commercial terms & conditions (Annexure-5)
- d. General and Special Conditions of Contract (GSCC)
- e. Forms and Procedures

Naveen
13/09/2017
for BHARAT HEAVY ELECTRICALS LTD
PSNR-RSC Noida
Naveen Varshney

Enclosure:-

- (i) Annexure-1: Pre Qualifying criteria.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Chartered Accountant certificate for MSMED
- (iv) Annexure-4: Authorization of representative who will participate in the online Reverse Auction Process
- (v) Annexure-5: Scope of work & Commercial Terms & Conditions (Page no. 15 to 19)
- (vi) Annexure-6: Techno-Commercial Bid
- (vii) Annexure-7: Un-Price Bid Format
- (viii) Forms and Formats
- (ix) Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS**

Sub: "ERECTION, TESTING & COMMISSIONING OF COMPLETE UP GRADATION OF BHEL MAKE MAX DNA DCS SYSTEM INSTALLED IN 2 X 230 MW UNIT-7 & 8, PANIPAT"

Tender No.: NDA/PAN-7,8/CNI/17_026

Dated: 13/09/2017

SL. NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria Name and Description of qualifying criteria
A	Submission of Integrity Pact duly signed. (if applicable)	Not Applicable
B	Assessment of Capacity of Bidder to execute the work as per clause assessment of capacity of NIT (if applicable)	Not Applicable
C	TECHNICAL CRITERIA	Applicable
C.1	Bidder who wish to participate should have executed any one of the following in the last seven years from latest date of bid submission: a) Executed "C&I works for BTG/GT" or "C&I works consisting of DCS/DDC/Station C&I" in one unit of ≥ 100 MW. "OR" b) Execution of one contract of C&I works consisting of DCS/DDC/Station C&I in any Industry with its executed value \geq Rs. 140 Lakhs. AND Bidder who wish to participate should have executed, during last Seven years, as on the date of opening of Technical Bid Control & Instrumentation (C&I) work in the construction of industrial/ infrastructural projects as per the following: (a) One single work of similar nature valuing INR 24,32,282 or above "OR" (b) Two works of similar nature valuing each of INR 15,20,176/- or above "OR" (c) Three works of similar nature valuing each of INR Rs 12,16,141/- above.	
D	FINANCIAL CRITERIA	Applicable
D.1	TURNOVER Tenderers should have an average annual turnover minimum of INR 9,12,106/- of last three Financial Years (2013-2014, 2014-2015, 2015-16). Bidders shall submit audited annual accounts (balance sheets and profit & loss account) in support of this. In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years. 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/ Certified public accountant.	
D.2	NETWORTH Net worth (only in case of companies) of the Bidder should be positive. Net worth shall be calculated based on the latest Audited Accounts as furnished for 'D-1' above.	

	Net Worth = Paid up share capital* + Reserves. (* : Share Capital OR Partnership Capital OR Proprietor Capital as the case may be)	
D.3	PROFIT Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'D-1' above. Profit shall be PBT earned during any one year of last three financial years as in 'D-1' above.	
E	APPROVAL OF CUSTOMER (IF APPLICABLE)	Applicable
F	Consortium criteria (if applicable)	Not Applicable

Explanatory Notes for QR 'C'

1. Relevant documents, meeting above requirements shall be submitted by bidders.
2. For SI no 'C.1', 'Executed' means "SYNCHRONISATION" in case of power project and "WORK COMPLETION of the value as defined in PQR" in case of industry.
3. For SI no. 'C.2', 'Similar Work' means work as per SI no. 'C.1' above.
4. Time period for achievement of the Qualification Requirements is in the last 7 years ending on the 'latest date of Bid Submission' of Tender.
5. For SI no 'C.2', actual executed value shall be considered. Even if the contract has not been completed or closed.
6. For criteria 'C-2' above Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula

$$P = R + \left\{ \frac{0.425 \times R \times (X_N - X_0)}{X_0} + \frac{0.425 \times R \times (Y_N - Y_0)}{Y_0} \right\}$$

X₀ Y₀

Where
P = Updated value of work
R = Value of executed work
X_N = All India Avg. Consumer Price index for industrial workers for the month, three months prior to the month of latest due date of bid submission
X₀ = All India Avg. Consumer Price index for industrial workers for last month of work execution
Y_N = Monthly Whole Sale Price Index for All Commodities for the month, three months prior to the month of latest due date of bid
Y₀ = Monthly Whole Sale Price Index for All Commodities for last month of work execution
7. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, wherever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.
8. In case the Experience/POWO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

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ANNEXURE - 2**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:	
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	Not Used		
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	Not Used		
20	Analysis of Unit rates	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)

ANNEXURE - 3**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S
 (hereinafter referred to as 'company') having its registered office at
 is registered under MSMED Act 2006, (Entrepreneur
 Memorandum No (Part—II) 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

(Strike off which is not applicable)

The above investment of Rs Lacs is within permissible limit of
 Rs Lacs for Micro / 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

ANNEXURE - 4**Authorization of representative who will participate in the on line Reverse Auction Process;**

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

ANNEXURE - 5 (Page No 1 of 5)

A. Scope of Work				
Job	Erection, testing & Commissioning of complete Upgradation of BHEL make maxDNA DCS system installed in 2X250 MW Unit-7&8, PTPS Panipat (C&I work)			
SL no.	Work description in main CCR for HMI and safe shutdown panel	Quantity per unit	Total Quantity for both unit	allotted % of Contract Value
1	Erection and commissioning of DCS panel (OLTC Panel) approx size 750X750X2000(in mm)	2	4	4
2	Installation of HMI PC along with all required hardware	14 nos.	28	8
3	Installation of A4/A3 Printers with table	2 nos.	4	1
4	Installation of LVS system with frame	2 nos.	4	3
5	Laying, crimping and ferruling of UTP E-CAT UTP cables	6000mtr	12000	5
6	Installation of control desk	1 set	2	4
7	Installation of computer & printer furniture	1 set	2	4
8	Commissioning assistance for DPUs, Y Adaptor, ethernet switches and Diode O rings to be installed by EDN technician in existing DCS panels (67 nos.)	1 set	2	10
9	Erection and commissioning of safe shutdown panel 750X750X2000 (in mm)	1	2	3
10	Laying, glanding, ferruling, tagging and termination of control cable 2pairX1.5sqmm in CCR DCS Panel, Fire Fighting panel, CWPB area to field/HT switchgear and between DCS panels	10125 mtr	20250	8
11	Laying, glanding, ferruling, tagging and termination of instrument cable 4P/8P X 0.5 sqmm in CCR DCS Panel, Fire Fighting panel, CWPB area to field/HT switchgear and between DCS panels	9175 mtr	18350	6
12	Cable tray (300 mm/150mm)	25 mtr	50	1
13	Installation of Battery and Charger system (30AH) for safe shutdown panel. Erection for these two products involves following broad activities: 1. Shifting & Erection of charger Units / Batteries / Battery stand from stores to respective rooms 2. Assembly of battery stand (supplied in-assembled condition) 3. Filling of electrolyte in batteries 4. Power Cable laying / termination between (Approx 500mtr) a. charger to battery b. DCDB to DCS cabinets c. charger to DCS cabinets for important signal connection d. 230V AC input to Charger, OLTS & SSDP Panel	1	2	4
	Work description in CWPB area			
1	Dismantling of old panels in CWPB control room and shifting to yard (approx size- 800X800X1800)	nos.	8	8
2	Erection and commissioning of DCS panel in CWPB control room approx size 750X750X2000(in mm) (consists of CW Pumps, ACW pumps, CW makeup pumps, service water pumps, Fire hydrant & emulsifier pumps)	nos.	10	10
3	Existing cable identification before removal of panel, ferruling and re-termination/extension of existing field cable to DCS as per field requirement (limited to 250 cables)	1set	1	5

Yash Vashya

4	Installation & powering up of network enclosure	nos.	3	2
5	Laying & splashing of OFC cables in existing route/conduits from remote Control Room to main OCP and chief engineer office	mtr	4500	6
6	Installation of HMI PC along with hardware	nos.	5	2
7	Erection of Junction box upto 48 ways	nos.	10	1
8	Erection/Fabrication Material structure steel (ISMC, channel, angle)	ton	2	2
9	Existing electronics pit testing with earth meter and if required to take proper corrective action for getting earth resistance as per drawing for DCS system	nos.	3	3
Total %				100

Note: The enclosed scope of work, details out the major activities only. However as per general maintenance & requirement and site conditions certain related activities may have to be carried out without any extra cost.

ANNEXURE - 5 (Page No 2 of 5)

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B. Special terms & condition for works	
1	Contractor to receive all above material from customer storage location and to shift erection site. The transportation of material is included in quoted price
2	Minor civil work involved during erection included in scope of contractor
3	Erection of panel, instruments, JBs etc. involves fabrication of frames by structure steel, levelling, welding, alignment and earthing connection. Most of cabling shall be done on existing tray route, this will involve the laying on height also. Contractor to take proper safety precautions. For these activities cost to be included in quoted price.
4	Contractor to assist during synchronisation of unit after up gradation work
5	Dismantling work also include shifting of all dismantled material to customer yard at designated location.
6	Above quantity may vary as per site condition, contractor to complete the job as per requirement
7	Contractor to deploy adequate manpower (engineer, supervisor, skilled and unskilled manpower, maxDNA engineer/supervisor) for erection and commissioning work. Contractor to also provide manpower - 2 electricians/supervisors on requirement basis for one month trial run after synchronisation of unit. The cost of same to be included in quoted price.
8	All consumables including electrodes, gas, filler wires, ferrules, lugs, ties, thinner, paints electrodes (general), waste cotton, emery papers, cleaning agents, Oxygen and DA Gas cylinder etc. Shall have to be arranged by the sub-contractor,
9	Sufficient & calibrated T&P including gas cutting sets, winches, chain pulley blocks, Hydra, Digital Multimeters, megars, mA source and current source, DC supply, earth resistance meter, Welding machines etc. shall be arranged by the sub-contractor free of cost for completion of job.
10	Contractor shall arrange accommodation & transportation of their employees at nearby location from site at their cost.
11	Any other work not specifically mentioned in the above scope of work but required to be carried out for completion of said work shall be in the scope of sub-contractor.
12	The work required to be carried out in three shifts. Deployment of sufficient manpower shall be ensured by sub-contractor.
13	Contractor to mobilise at least 10 days before the shutdown to complete pre-shutdown work. Mobilisation date will be intimated by BHEL Engineer
14	The E&C work will be done in one unit at a time depending upon shut down of machine given by customer. CWPB work will be done when both unit is under shutdown.
15	Sizes of panels etc Provided in the BOQ are approximate and may vary. This may not lead any price variation in quoted price.
16	Contractor to follow all statutory requirements for the Gate pass, entry/exit of man & material and work permit as per requirement of HPGCL customer and Plant Gate security as per their norms.
17	OLTC panel commissioning also involves replacement of damaged contactors (approx 16 per unit) and removal of existing cables in existing OLTC panel at field. Erection of CWPB DCS panels also involves installation of existing VMS racks-2 nos. Erection of control desk/furniture/PCs also require existing to be removed for placing new system. For these activities cost to be included in quoted price.
18	Job Completion Period - Completion period for the job shall be 15 DAYS SHUTDOWN WORK FOR EACH UNIT AND 10 DAYS PRE SHUT DOWN WORK COMMON FOR BOTH UNITS . All work is to be completed in the defined shutdown period. Shutdown/clearance for start of work shall be informed by BHEL Engineer.
19	Suitable deduction will be made for the works, which are not carried out fully or partly during the execution of above works. Each activity in the scope of work is allotted a financial weightage percentage. In case, if any activity is not taken up as per site requirement, the allotted percentage will be taken into consideration for deduction from the subcontractor in the total contract value.

ANNEXURE - 5 (Page No 3 of 5)

H. K. Vaidya

C. COMMERCIAL TERMS AND CONDITIONS**ANNEXURE - 5 (Page No 4 of 5)****1. Terms of Payment:-**

Payment will be made up to a total 90 % against three progressive bills of 30 % each submitted by the contractor in quadruplicate mentioning the allotted and completed percentages of the activities. On the basis of completed measurement of work done, the bills will be verified by BHEL Site Engineer and certified by BHEL Resident Engineer to arrange payment. Balance 10 % shall be payable after successful completion of job as per order. All payments are subject to income tax deduction at the applicable rates of the bill amount at source or as per Central Government Laws. No request for advance payment will be entertained by BHEL. BHEL reserves the right to withhold payment in case terms and conditions as per contract are not fulfilled by the contractor. Subcontractors will be required to ensure that payment made to their workers/staff/sub-vendors, etc. should be in electronic mode only through direct transfer/NEFT/RTGS to their respective bank accounts.

2. All payments shall be made through E-payment system. Contractor has to give Bank name, Branch & Account number along with the bills as these shall be incorporated in the system.

3. Taxes and Duties: As follows:

3.0	TAXES & DUTIES
3.1	The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. However, provisions regarding GST on output service shall be as per following clauses.
3.2	GST (Goods and Services Tax)
3.2.1	GST as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be exclusive of GST.
3.2.2	Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor. Contractor shall submit to BHEL documentary evidence of GST registration certificate specifying name of services covered under this contract.
3.2.3	The vendor/ sub-contractor has to get valid registration under GST in conformity with the provision of the GST laws and furnished the GST registration certificate.
3.2.4	Vendor has to ensure that invoice in respect of such services which have been provided/ completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.
3.2.5	It is also to be insured by contractor that invoice in respect of goods supplied/delivered in a particular month or billing period (as per terms of contract) should not bear date later than last working day of the month in which goods are supplied.
3.2.6	GST portion of invoice shall be released only when :-
3.2.6.1	Vendor /Sub contractor declared such invoice in his GSTR 1 and
3.2.6.2	Goods/services and tax invoice have been received by BHEL and
3.2.6.3	Payment of GST in respect of such goods/services has been confirmed by contractor
3.2.7	The contractor has to provide his valid GSTN number.
3.2.8	Contractor has to comply with all the laws applicable as per GST Regime and has to raise invoice as per the applicable invoicing rules prescribed therein
3.2.9	If there is any financial implication on BHEL due to non-compliance of any provision of the applicable laws in GST Regime or revision of returns by the contractor, the same shall be passed on to the contractor.
3.3	Modalities of Tax Incidence on BHEL
3.3.1	Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.
3.4	New Taxes/Levies
3.4.1	In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its subcontractor only within the contractual delivery period only. Beyond contractual delivery period any credit (if applicable) due to lesser taxes duties shall be passed on to BHEL, however, additional implication due to higher taxes / duties (if any) shall be borne by bidder.
3.4.2	In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must

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	convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
3.4.3	The Contractor has to ensure compliance of all laws and taxes so that benefits of input are not denied to BHEL by respective authorities.
3.4.4	Payment shall be released against RAB provided proper invoices in conformity with the relevant provision of new Act / Rules have been issued by subcontractor / vendor. Later on if it is noticed that input tax credit is not available to BHEL due to reasons attributable to subcontractor / vendor, shall be recovered from next bill.
3.5	BUILDING & OTHER CONSTRUCTION WORKER (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICES) ACT , 1996 (BOCW ACT) AND RULES OF 1998 READ WITH BUILDING AND OTHER CONSTRUCTION WORKERS CESS ACT, 1996 & CESS RULES, 1998 In case any portion of work involve execution through building or construction workers, then compliance to the above title act shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the act. In the circumstances it may be ensured as under :-
3.5.1	It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a license to the competent authority under the BOCW act and obtain proper certificate thereof by specifying the scope of work. It shall also be responsibility of the contractor to furnish a copy of such certificate of license / permission to BHEL within a period of one month from the date of award of contract.
3.5.2	It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligation under these act and rules including that of payment / deposit of 1% cess on gross payment made for value of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
3.5.3	It shall be the sole responsibility of the sub – contractor to furnish the receipt / challans towards deposit of the cess together with the number, name and other detail of beneficiaries (building workers) engaged by the sub-contractor during preceding month.
3.5.4	It shall be the sole responsibility of the sub – contractor to make payment of all statutory payment and compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.
3.5.5	The contractor shall, however ensure before deposit of any BOCW cess , that customer is not depositing the same in order to avoid excess deposit of cess.
3.5.6	The contractor shall bear cost of BOCW cess either by way of deposit or through recovery by BHEL in cess the same is deposited by the customer.
3.5.7	In case of failure in above mentioned compliances, BOCW Cess @ 1% as well as applicable penalty as specified in BOCW Act / Rule shall be deducted from the contractor.

4. Job Completion Period - Completion period for the job shall be **15 DAYS SHUTDOWN WORK FOR EACH UNIT AND 10 DAYS PRE SHUT DOWN WORK COMMON FOR BOTH UNITS**. All work is to be completed in the defined shutdown period. Shutdown/clearance for start of work shall be informed by BHEL Engineer. However in case inputs for the critical path are not provided by BHEL in time, the completion period shall be extended for the period for which the inputs are not provided. Decision of BHEL in this regard shall be final.

5. Tentative date for start of work is 25/09/2017. However the date may change based on shutdown given by customer and this shall not entail the party to revise their price or any other condition of their offer. This factor may be kept in view while quoting.

6. Defect Liability Period: Shall be 12 (Twelve) months from the date of successful completion of the work including commissioning and acceptance of the work by BHEL

7. Penalty for delay: In the event of failure to complete the work in given time, an amount equal to 1/2 % of the contract value per day subject to maximum of 10 % of the contract value will be levied as penalty, in case the balance work is allowed to be completed by the contractor beyond the scheduled time of completion, which is at the discretion of BHEL. In case of delays on contractor's part, at any stage during the scheduled period or after, BHEL shall have the option of ensuring completion of the job by any other means at its disposal and the charges on this account shall be levied on the contractor. These shall be adjusted against contractor's bills or security deposit.

8. Bonus Clause, PVC and ORC shall not be applicable for subject tender.

9. Security Deposit: Successful tenderer will have to submit Security deposit of 5% of the Contract Value.

"If the final price of successful bidder is lesser by " more than 20% of BHEL's estimate then only, ' Additional Security Deposit' will be required to be submitted by successful bidder with value as follows:

Additional Security Deposit = 30% of (A-B) will be calculated as below

A = 80% of BHEL estimate

B = the final offered price of successful bidder through RA (In case of RA) OR Sealed paper price bid of successful bidder (in case of paper bid)

This additional SD shall have the same validity as that of the Security Deposit and shall be revalidated /released in the manner as spelt out for the Security Deposit as per relevant clause of GCC.

For all SAS jobs, work can be started before security Deposit is collected. However, payment can be released only after collection / recovery of initial 50 % security deposit.

ANNEXURE - 5 (Page No 5 of 5)

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ANNEXURE - 6**TECHNO-COMMERCIAL BID FOR:**

Tender No.: NDA/PAN-7, 8/CNI/17_026

Dated: 13/09/2017

Sub: "ERECTION, TESTING & COMMISSIONING OF COMPLETE UP GRADATION OF BHEL MAKE MAX DNA DCS SYSTEM INSTALLED IN 2 X 250 MW UNIT-7 & 8, PANIPAT"

NAME & ADDRESS	
PAN NO.	
Provident Fund No.	
OFFER NO	
EMD Details	
VALIDITY OF OFFER	6 Months
COMPLETION PERIOD	15 days shutdown work for each unit and 10 days pre-shutdown work common for both unit
MOBILISATION PERIOD	Immediate
GUARANTEE PERIOD	1 year from date of successful completion of work

Following are enclosed/ certified/accepted as part of Technical bid:

1. Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).
2. Code for Health, Safety and Environment plan for site operation by subcontractor "at BHEL-PSNR- Sites" as detailed in vide document no. HSEP: 14 REV:00 dated 12.08.2014 issued by PSNR are accepted.
3. Activity- wise percentage breakup has been indicated against each activity in the scope of work as per Annexure -'5'. In case of reduction in quantum of work at site, payment shall be released only for the activities actually carried out as per the percentage allotted.
4. Even though offer has been given for a particular unit, it is valid for any Unit of same rating in the same Power House, provided there is no change in activities listed in scope of work.
5. Use of all necessary safety appliances by all the staff/ workmen deployed for execution of work will be ensured. If during surprise checks done by BHEL any non-compliance is observed penalty of RS 500/- (five hundred) may be imposed for each case on each occasion of surprise check.
6. It is certified that all statutory requirements including but not limited to payment of wages, deposition EPF, Labour Licence, Insurance etc. governed by the provisions of applicable acts shall be our liability without any extra cost to BHEL. Further without limiting obligations and liabilities provided elsewhere in the contract, BHEL shall be kept harmless and indemnified against all claims, damages and compensations, as well as breach of such requirements. Release of progressive payments shall be subject to, inter alia, compliance to such statutory requirements.
7. If there is mismatch between price given in figures and in words BHEL shall have right to accept maximum of the two for evaluation, and minimum of the two for award.
8. There are no deviations from the NIT and all Terms & Conditions of NIT including those given in "general & special conditions of contract (GSCC) - for Services jobs" on the web page www.bhelpsnr.co.in of BHEL PSNR are accepted.

Sign of contractor: _____

Date: _____

Seal _____

ANNEXURE - 7

UN-PRICE BID FORMAT			
SUBJECT : " ERECTION, TESTING & COMMISSIONING OF COMPLETE UP GRADATION OF BHEL MAKE MAX DNA DCS SYSTEM INSTALLED IN 2 X 250 MW UNIT-7 & 8, PANIPAT "			
Tender No. : : NDA/PAN-7, 8/CNI/17_026 Dated 13/09/2017			
NAME & ADDRESS		:	
OFFER NO.		:	
OFFER DATE		:	
Rates are quoted as below and are exclusive of GST & Evaluation of L-1 bidder shall also be done exclusive taxes. Evaluation shall be done on Total quoted Price for Complete BOQ attached with subject tender.			
Part-I Mandatory Works			
1	Lumpsum (LS) price for the entire scope of work as per Annexure-A (inclusive of all consumables, input materials and supervision)	(Amount In Figure) Rs. :	
		(Amount in Words) Rupees	
2	Extra work rate on per man-hour basis (inclusive of supervision, T&P, consumables and all other costs)	Rs. 60.0 Only	
Note: 1. Price is to be quoted in EPS Portal. 2. If there is mismatch between price given in figures and in words BHEL shall have right to accept maximum of the two for evaluation, and minimum of the two for award.			

