

SPECIAL CONDITIONS OF CONTRACT



PROJECT ENGINEERING & SYSTEMS DIVISION
RAMACHANDRAPURAM, HYDERABAD



BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING & SYSTEMS DIVISION (PE&SD)
RAMACHANDRAPURAM, HYDERABAD

These conditions shall be read in conjunction with other NIT Documents. In case of any conflict or inconsistency, the order of precedence mentioned in the GCC shall be followed.

1	ENQUIRY/ NIT NO.	T7B1W38580
2	TENDER TYPE	Open
3	DIVISIBLE CONTRACT	No
4	TENDER DESCRIPTION	Framework agreement for Supply of HOOK UP PACKAGE for various project.
5	PURCHASER	PE&SD, BHEL Hyderabad
6	PROJECT NAME	As per Annexure-R (Specific terms of tender)
7	CUSTOMER	As per Annexure-R (Specific terms of tender)
8	LOCATION OF THE PLANT	As per Annexure-R (Specific terms of tender)
9	CONSIGNEE ADDRESS/BHEL SITE OFFICE ADDRESS	(To be provided before dispatch.)
10	GUARANTEE PERIOD	As per GCC.
11	INTEGRITY PACT	Not Applicable
12	TENDERING MODE	E-procurement
13	REVERSE AUCTION	Not Applicable
14	CONTRACT PERFORMANCE BANK GUARANTEE	As per Annexure-R (Specific terms of tender)
15	PERFORMANCE BANK GUARANTEE	Not Applicable
16	TRANSIT INSURANCE SCOPE	BHEL
17	FREIGHT (UP TO SITE) SCOPE	Supplier
18	EVALUATION CRITERIA	Overall L1
19	DELIVERY PERIOD	As per Annexure-R (Specific terms of tender)
20	PROCUREMENT CATEGORY	Supply
21	100% PAYMENT (AS PER CL. 6.1.2 OF GCC)	Not Applicable
22	LIQUIDATED DAMAGES	On Total Order Value
23	PVC	Applicable as mentioned in technical specification document
24	STORAGE AT SITE	BHEL/ Customer
25	PORT OF DISPATCH (IN CASE OF FOREIGN VENDOR)	Not Applicable
26	INSPECTION AGENCY	BHEL/BHEL-TPIA/CUSTOMER
27	PACKING, IDENTIFICATION & MARKING	As per GCC & TENDER SPECIFICATION
28	END-CUSTOMER'S APPROVAL OF VENDOR	Required
29	SPECIAL NOTES (IF ANY)	NA
30	CLAUSES OF GCC NOT APPLICABLE / TO BE READ AS / MODIFIED TO	NA
31	BHEL'S SERVICE PROVIDER FOR ENTERPRISE PROCUREMENT SYSTEM (EPS)	Bharat Heavy Electricals Limited eProcurement Portal (Ministry of Heavy Industries and Public Enterprises, Government of India) Technical Help Desk Number:



BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING & SYSTEMS DIVISION (PE&SD)
RAMACHANDRAPURAM, HYDERABAD

		0120-4001 002 / 0120-4001 005 / 0120-6277 787 International bidders are requested to prefix 91 as country code Technical - support EMAIL: eproc@nic.in
32	CONTACT PERSON FOR SUPPLIER REGISTRATION	Name: Hari Prasad Gupta Designation: Sr. Engineer Supplier Development Cell-PE&SD PE&SD Building-Ground Floor BHEL, RC Puram, Hyderabad-502032 Ph No: 040-2318 2392 Email Id: harigupta@bhel.in
33	PURCHASE OFFICER	Name: K. VENKATESH Designation: MANAGER (Purchase) Purchase Department, PE&SD Building Ground Floor, BHEL, Ramachandrapuram Hyderabad-502032 Phone No.: 040 2318 4639 Email Id: kvenkatesh@bhel.in
NOTES		
A	Details required for dispatch will be provided in Dispatch Instructions issued along with Dispatch Clearance after completion of inspection.	
B	In case of Open Tender / Limited Tender where BHEL's customer approval is required at the final stage of order placement, bidder must provide all required documentation like credentials, past track record, etc. Bidder's offer will be evaluated for price, only on final approval by BHEL's customer. <i>Refer Sl. No. 28 to identify whether End-Customer's approval of Supplier is required.</i>	
C	In case of Limited Tender, bidder has to get registered with PE&SD, BHEL, Hyderabad for the category of item enquired, in case he is not registered as on date. Otherwise his offer is liable for rejection. <i>Refer Sl. No. 32 for Contact Person for Supplier Registration.</i>	
D	Evaluation shall be based on delivered cost, i.e. "total cost to BHEL" w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading). For evaluation, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.	

Annexure-R			
Specific Terms for Framework Agreement of Fire Protection System Items			
The following Terms and Conditions supersede any such clauses indicated elsewhere in NIT documents.			
Sl. No.	Term	Description	Remarks
1	Validity	Validity of the Framework Agreement is Two(02) years from the date of Framework Agreement for placement of individual purchase orders by BHEL.	No Deviation
2	Terms of Delivery	Ex-works with Freight/Transport up to destination in vendor's scope; Transit Insurance by BHEL. Bidders to submit bids in INR only.	No Deviation
3	Freight	To be quoted in percentage of total basic price, which shall be valid from anywhere to anywhere in India. As per the current business scenario of BHEL, the current supply destinations are as follows: (1) Bhadradi FGD (Telangana State, India) (2) Kothagudem FGD (Telangana State, India) (3) 3 x 660 MW NTPC North Karanpura FGD (Hazaribagh District, Jharkhand State, India) (4) NTPC Barh-I FGD (Patna District, Bihar State, India) (5) NTPC Barh-II FGD (Patna District, Bihar State, India) (6) Mauda-I FGD (Ramgarh District, Jharkhand State, India) (7) BRBCL Nabinagar FGD (Aurangabad district, Bihar) (8) NPGCL Nabinagar FGD (Aurangabad district, Bihar) (9) Ramagundam FGD (Ramagundam, Telangana) (10) Korba FGD (Korba District, Chhattisgarh) (11) NSPCL Bhilai FGD (Bhilai, Chhattisgarh) (12) Tuticorin (13) 2 x 660 MW Udangudi TPS, TANGEDCO (14) 1 x 660 MW Sagardighi TPP (15) 2X660MW Ennore TPS, TANGEDCO (16) 1 x 660 MW Bhusawal TPS, MAHAGENCO (17) 5 x 800 MW Yadadri TPS, TSGENCO (18) 3 x 800 MW Patratu TPS, PVUNL (19) 1 x 660 MW Panki TPS, UPRVUNL The above destinations are indicative and subject to change based on business scenario of BHEL. There will not be any project destinations in Jammu & Kashmir State or North-East States of India.	No Deviation
4	Delivery Period	For firm Purchase Order, which will be placed as per Framework Agreement, delivery period shall be as follows: Delivery period shall be Four (04) months from Drawings/Documents approval in Code-I by BHEL up to material receipt at project site. Vendor to submit all drawing/documents required, as applicable, and indicated in Technical Specifications within 07 days of PO placement. Resubmission of all drawings shall be within 07 days incorporating all comments given by BHEL. In case there are delays in submission/ resubmission of drawing/documents beyond scheduled time that many days of delay would be reduced from delivery period i.e. 04 months.	No Deviation
5	Price Variation Clause (PVC)	Applicable	
6	Payment Terms	(A) Ninety percent (90%) of total price of materials supplied (excluding GST) shall be payable on pro-rata basis within 75 days for non-MSME vendors and within 45 days for MSME vendors, after receipt of the following : - (i) Original GST Invoice (ii) Consignee copy of LR, Packing list , Pre-Despatch Inspection report, Test certificate, Guaranty Certificate, any other document listed in specification. (iii) Receipted LR issued by BHEL Site/Customer. (iv) Other required dispatch documents including proof of receipt of material at project site, CPBG (if applicable) & other supporting documents as per specification & dispatch instructions. (B) Ten percent (10%) of the total price of Purchase Order (excluding GST) shall be payable within 75 days for non-MSME vendors and within 45 days for MSME vendors, after completion of total supplies as per PO and upon submission of the following:- (i) All final documents, O&M manuals etc. (ii) Supplementary Invoice for the final 10% claim. • All documents are to be submitted directly to Purchaser and not through bank. • Payment period will be within 75 days for non-MSME vendors and within 45 days for MSME vendors and it starts from the date of receipt of last document received and acknowledged by BHEL as per Annexure-1 (applicable to every bill). (C) Payment of GST : The GST amount on total value of each invoice shall be claimed by the bidders along with the first stage payment by submission of GST invoice as mentioned above. However, the amount of GST shall be paid only upon confirmation of the following: a) The bidder declaring the invoice in his GSTR-1 and b) Confirmation of payment of GST thereon by bidder on GSTN Portal. In case of LD/Penalty recovery, the applicable GST on penalty is also recoverable, for which GST invoice will be provided by BHEL.	
7	CPBG	A) Contract Performance Bank Guarantee is not applicable for Framework Agreement value upto Rs. 20,00,000/-. B) For Framework Agreement value more than Rs. 20,00,000/-, the successful bidder to furnish Contract Performance Bank Guarantee for 2% of Framework Agreement value or Rs. 2,00,000/-, whichever is lesser within 30 days from the date of Framework Agreement, valid till Validity period of the Framework Agreement + 4 Months Lead time + 3 months claim period.	No Deviation
8	PBG	NOT Applicable	No Deviation
9	Quantity	Bidders to note following two points while submitting their offers. i) Total Quantity and Project-wise quantities mentioned in the enquiry are indicative. The total value of orders placed under the Framework Agreement may vary downwards (upto -50%) or upward subject to a limit of +50% of the total FA value. Prices shall remain Firm (or with PVC as specified in NIT) for any increase or decrease in the FA value. The Purchaser shall have the right to increase or decrease quantities and scope upto the above extent of value and Seller/ Contractor shall be bound to accept the same at the contracted prices without any escalation. ii) Total value of orders placed under Framework agreement is subject to approval of L1 bidder Company credentials from end customer iii) The individual Purchase Order placed based on this Framework Agreement are not subject to any Minimum Order Quantity (MOQ) limitation.	No Deviation
10	Evaluation	Evaluation shall be done on Package-wise L1 basis. Partial/item-wise quotation is not allowed and such offers are liable to be rejected.	No Deviation



Bharat Heavy Electricals Limited
Ramachandrapuram:: Hyderabad – 502032
Project Engineering & Systems Division
Purchase Department

Annexure-FF

Framework Agreement Methodology

The requirement is given in the tender is based on our current order book, which is indicative against following project destinations: -

The above destinations are indicative and subject to change based on business Scenario of BHEL.

- (1) Bhadradi FGD (Telangana State, India)
- (2) Kothagudem FGD (Telangana State, India)
- (3) 3 x 660 MW NTPC North Karanpura FGD (Hazaribagh District, Jharkhand State, India)
- (4) NTPC Barh-I FGD (Patna District, Bihar State, India)
- (5) NTPC Barh-II FGD (Patna District, Bihar State, India)
- (6) Mauda-I FGD (Ramgarh District, Jharkhand State, India)
- (7) BRBCL Nabinagar FGD (Aurangabad district, Bihar)
- (8) NPGCL Nabinagar FGD (Aurangabad district, Bihar)
- (9) Ramagundam FGD (Ramagundam, Telangana)
- (10) Korba FGD (Korba District, Chhattisgarh)
- (11) NSPCL Bhilai FGD (Bhilai, Chhattisgarh)
- (12) FGD for NTPL Tuticorin 2x500MW TPS
- (13) 2 x 660 MW Udangudi TPS, TANGEDCO
- (14) 1 x 660 MW Sagardighi TPP
- (15) 2X660MW Ennore TPS, TANGEDCO
- (16) 1 x 660 MW Bhusawal TPS, MAHAGENCO
- (17) 5 x 800 MW Yadadri TPS, TSGENCO
- (18) 3 x 800 MW Patratu TPS, PVUNL
- (19) 1 x 660 MW Panki TPS, UPRVUNL

The above destinations are indicative and subject to change based on business scenario of BHEL. There will not be any project destinations in Jammu & Kashmir State or North-East States of India.

The present tender is floated to enter into Framework Agreement with vendors for above mentioned requirement. The scope of the Framework Agreement will be as follows: -

- a) LOI will be issued to successful L1 vendor and subsequently Framework agreement will be made as per tender terms and conditions
- b) Validity of the Framework Agreement is Two(02) years from the date of Framework Agreement
- c) Techno-commercial Terms and conditions.
- d) Rates for each line item.

Based on requirements at project sites, individual Purchase Orders will be released as per the scope of Framework Agreement with in the validity period of the Framework Agreement. Each Purchase order will have destination place of supply.

PURCHASE / PROJECT ENGINEERING & SYSTEMS DIVISION
BHEL, RAMACHANDRAPURAM, HYDERABAD

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Project Engineering & Systems Division

R. C. Puram,

Hyderabad.

FRAMEWORK AGREEMENT

AGREEMENT NO _____ Date: xx.xx.xxxx

NAME OF WORK	
NAME OF THE BIDDER WITH FULL ADDRESS	
VALUE OF ORDERS TO BE RELEASED PROGRESSIVELY DURING THE AGREEMENT PERIOD	
LETTER OF INTENT NO.	
VALIDITY OF FRAMEWORK AGREEMENT	

SIGNATURE OF Bidder

SIGNATURE OF BHEL OFFICER

FRAMEWORK AGREEMENT

THIS AGREEMENT MADE THIS ____ DAY OF ____, ____ between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S _____ (hereinafter called the 'Bidder') of the SECOND PART.

WHEREAS M/s _____, state that they have acquired and possess extensive experience in the field of _____

And Whereas in response to an Invitation to Tender No. _____, **Published date:** _____ issued by BHEL for execution of _____ - the Bidder submitted their offer No. _____ dated _____. And whereas BHEL has accepted the offer of the Bidder on terms and conditions specified in the Letter of Intent No. _____ read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That, during this agreement period, i.e. till, _____, BHEL will progressively award works of _____ to the Bidder for tentative cumulative quantity of _____ amounting to Rs. _____ plus GST.
2. That the Bidder shall execute the work of _____ of _____ against each order to be placed on them as referred to in point no. 1 above and more particularly described in Tender Specification No. _____ including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent no. _____ and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
3. The Bidder is required to furnish (after award of each order as referred in point no. 1 above) to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid _____ of each order value towards satisfactory performance and completion of the Contract.
5. The Bidder hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Bidder fails to obtain such extension(s) from the Bank, the Bidder, shall pay forthwith or accept recovery of **an amount** _____ from the bills in one installment and the Bidder further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the _____

OR

In case the Bidder furnishes the bank guarantee at a later date the Bidder hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the Bidder fails to obtain such extension(s) from the bank, the Bidder shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the Bidder further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract.

PURCHASE / PROJECT ENGINEERING & SYSTEMS DIVISION
BHEL, RAMACHANDRAPURAM, HYDERABAD

In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

6. That in consideration of the payments to be made to the Bidder by BHEL in accordance with this Agreement the Bidder hereby covenants and undertakes with BHEL that they shall execute, construct and complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
7. That the Bidder shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
8. That the Bidder shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule.
9. That BHEL shall, after proper scrutiny of the bills submitted by the Bidder, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
10. That this Agreement shall be deemed to have come into force from **xx.xx.xxxx**
11. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Bidder, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
12. That all applicable charges on account of Octroi, Terminal and other taxes including Goods and Service Tax or other duties on material obtained for execution of the said works shall be borne and paid by the Bidder.
13. That BHEL shall be entitled to deduct from the Bidder's running bills or otherwise Income Tax as per prevailing Income Tax Act.
14. That BHEL shall be further entitled to recover from the running bills of the Bidder or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Bidder.
15. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Bidder with respect to compensation payable to BHEL or Bidder's obligations shall remain unaffected.
16. The following documents
 1. Invitation to Tender No _____
and the documents specified therein.
 2. Bidder's Offer No _____
 3. BHEL's e-mail dtd. _____

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

(BIDDER)
(to be signed by a person holding

PURCHASE / PROJECT ENGINEERING & SYSTEMS DIVISION
BHEL, RAMACHANDRAPURAM, HYDERABAD

1. a valid Power of Attorney)
- 2.

WITNESS (For and on behalf of BHEL)

- 1.
- 2.



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)



Ref: T7B1W38580

Date: 19-08-2023

NOTICE INVITING TENDER

**NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITE
OR
PURCHASE TENDERS FROM THIS OFFICE**

Sealed offers are invited from reputed & experienced bidders with sound technical and financial capabilities (meeting **PRE QUALIFICATION CRITERIA** as mentioned in Annexure-I) by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue of tender to any bidder shall not construe that the bidder is considered to be qualified. Consideration of their offer is subject to meeting **PRE QUALIFICATION CRITERIA** as mentioned in Annexure-I of NIT. Following points relevant to the tender may please be noted and complied with:

SALIENT DETAILS OF NIT		
SL NO	ISSUE	DESCRIPTION
1.0	SCOPE	<p>The present tender is being floated to enter into Framework agreement for Supply of HOOK UP PACKAGE for various FPS Projects.</p> <p>The scope of the Framework Agreement will be as follows: -</p> <ul style="list-style-type: none"> a) Validity of the Framework Agreement is ONE (01) years from the date of Framework Agreement b) Techno-commercial Terms and conditions. c) Rates for each line item. <p>The requirement given in the tender is based on our current order book, which is indicative against following project destinations (Refer Annexure-R : Specific terms of the tender):-</p> <p>Based on requirements at project sites, individual Purchase Orders will be released as per the scope of Framework Agreement with in the validity period of the Framework Agreement. Each Purchase order will have destination place of supply.</p>
2.0	VOID	
3.0	DETAILS OF TENDER DOCUMENT	
3.1	PQC, Techno-commercial Documents	<ul style="list-style-type: none"> a) Indicative BOQ listed in Annexure-A to Price bid format/PART OF TECHNICAL SPECIFICATION b) Applicable Specifications (PY56701REV01) c) NIT-Covering Document: General Instructions for the tender. d) GCC: Volume-IA- General Conditions of Contract e) SCC: Volume-IB- Special Conditions of Contract f) QAP: Typical QAP attached. g) Annexure-I: Pre Qualification Criteria (PQC) h) Annexure-R: Specific Terms for Framework Agreement i) Annexure-FF: Framework Agreement Methodology & Agreement Format j) Annexure-BB: No Deviation Certificate Format.
3.2	Price schedule Format	<i>Bidders to quote prices in the price bid form of part-II bid.</i>

4.0	TENDER START (ZERO) DATE	19.08.2023 Tender documents can be downloaded from NIC portal https://eprocurebhel.co.in/ and BHEL website www.bhel.com till due date of submission.
5.0	OFFER SUBMISSION PROCEDURE	Tenders are invited through electronic mode from eligible suppliers. The offers shall be posted into the system before the date and time specified. Bids shall be submitted through NIC portal https://eprocurebhel.co.in/ who are our solution provider. (Bidders are requested to visit website to view corrigendum/ extension/ modification to NIT before submitting offer).
6.0	DUE DATE & TIME OF OPENING OF TECHNO-COMMERCIAL OFFER.	Bid Due Date: 29.08.23 , Time: 14.00 Hrs. Bid Opening Date: 29.08.23 , Time: 16.00 Hrs. <i>Notes:</i> (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. (2) Bidder may depute representative to witness the opening of tender.
7.0	EMD AMOUNT	Not Applicable
8.0	VOID	
9.0	SCHEDULE OF Pre Bid Discussion (PBD)	Online. PBQS shall be posted to kvenkatesh@bhel.in Date: 24.08.23 (10AM)
10.0	SEEKING CLARIFICATION	(Bidders should send the pre bid queries in soft form to kvenkatesh@bhel.in , kanand@bhel.in . in All pre bid queries shall be raised on or before the schedule date of pre bid as in NIT. No further queries shall be entertained after the pre bid meeting. Contact Person:- K VENKATESH (040 2318 4639/3626) MANAGER (PURCHASE) / Purchase-PE&SD BHEL, Ramachandrapuram Hyderabad - 502032
11.0	INTEGRITY PACT	VOID.
12.0	DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	VOID.
13.0	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 → Tender Notifications→ View Corrigendum) and https://eprocurebhel.co.in/ and not in the newspapers . Bidders to keep themselves updated with all such information. Bidders may please visit https://eprocurebhel.co.in/ for offer document submission.

- 1.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Price shall not be mentioned by the bidders anywhere in the techno-commercial offer. Price shall be furnished in the relevant price schedule only **to be enclosed with the price offer**. In case of any clarification, bidder may contact us.
- 2.0 If applicable, bidder shall deposit EMD demand draft/ pay order in favour of Bharat Heavy Electricals Ltd, payable at Hyderabad. EMD in the form of Bank Guarantee is not acceptable.
- 3.0 Bids shall be submitted through NIC portal, <https://eprocurebhel.co.in/> who are our solution provider.
- 4.0 Documents to be submitted by bidders against this NIT:

Sl no	Description
I)	PART-I BID (PQC, TECHNO-COMMERCIAL OFFER)
I.a	Offer forwarding/ covering letter.
I.b	Duly filled-in 'No deviation certificate' as per prescribed format. 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.
I.c	Techno-commercial offer enclosing supporting document/ annexure/ schedules/ drawing etc. as required in line with pre-qualification criteria/ prescribed format. Bidder shall mark/ index relevant document in support of corresponding pre-qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, fax no., e-mail etc.
I.d	All volumes of tender document pertinent for the subject job along with this NIT together with subsequent changes to tender in the form of TCN (Tender Change Notice), correspondences etc., signed & stamped on all pages.
I.e	Un-priced Price Schedule without disclosing rates/ price, but mentioning only 'quoted' against each item of package
I.g	Integrity Pact Agreement (Duly signed by the authorized signatory) (if applicable)
I.h	Other documents specified in NIT and Technical Specification
I.i	Any other details preferred by bidder with proper indexing
II)	PART-II BID (PRICE BID)
a	Copy of offer forwarding/ covering letter (as referred in I.a).
b	Duly filled-in Prices as per the Price Bid Format.

SPECIAL NOTES

- A) Your offer & documents submitted along with offer shall be signed & stamped in each page by your authorized 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.
- B) All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- 5.0** No Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 6.0** BHEL reserve the right to accept or reject any or all offer(s) without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. Also, BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD, if applicable).
- 7.0** Bidders may consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 8.0** For any clarification on the tender document, bidders may seek the same through e-mail before scheduled date, from the office of the undersigned for clarification.

- 9.0 BHEL may decide holding pre-bid discussion (PBD) with any/ all intending bidder(s). On such communication from BHEL, the bidder shall ensure participation in the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 10.0 In the event of any conflict between requirement of any clause of this specification/ documents/ drawings/ data sheets etc. or requirements of different codes/ standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (as applicable), otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on the bidder. Any typing error/ missing pages/ other clerical errors in the tender documents, noticed by the bidders must be pointed out before pre-bid meeting/ submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.
- 11.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender along with TCNs including PBD, if any.
- 12.0 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. Detail of Independent External Monitor (IEM) for the subject tender, if applicable, is furnished above.
- 13.0 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of evaluation on pre-qualification criteria/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. BHEL's decision in this regard shall be final & binding. BHEL also reserve the right to reject bidder with unsatisfactory past performance in execution of a contract. BHEL's decision in this regard shall be final & binding.
- 14.0 While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the Cover-PRICE BID shall be intimated to the bidders, in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
- 15.0 **REVERSE AUCTION:**
- "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders.***
- Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."***
- 16.0 Tenderers must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in SCC will be governed by GCC. Commercial terms & conditions shall be as per SCC. If there is any conflict in clause mentioned in General Conditions of Contract (GCC) and Specific Conditions of Contract (SCC), then clause mentioned in SCC supersedes the requirement.
- 17.0 Corrigendum/ extension/ addendum, if any, pertaining to this tender will be published in the website www.bhel.com and <https://eprocurebhel.co.in/> and will be issued directly to you, as applicable.
- 18.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 19.0 Unsolicited discounts received after opening of techno-commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/ rebate becomes the L-1 party, then the awarded price shall be after considering the discount.

- 20.0 In case the bidder is an “Indian Agent of Foreign Principals”, Agency agreement has to be submitted along with Bid failing which offer from Bidder may not be considered.
- 21.0 Standalone bidder can again neither be a prime bidder in a consortium bid nor be a consortium partner to any other bidder. Similarly, prime bidder shall neither be a consortium partner to other prime bidder nor submit any other bid with other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidder(s).
- 22.0 **The offers of the bidders who are under Suspension in the form of “Hold” or “Banning” or who engage the services of banned firms shall be rejected.** In this regard, Guidelines for Suspension of Business Dealings with Suppliers/ Contractors available on BHEL Website (www.bhel.com) shall be applicable. The list of banned firms is also available on BHEL Website (www.bhel.com).
- 23.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 24.0 Offer shall be submitted directly by vendor or his authorized representative/ agent only and the offer should be in line with regulatory guidelines (i.e., Agency agreement between principal vendor and agent/ representative shall be attached which shall be a valid one and cover the scope of services rendered by Agent, Agency commission etc.). OEM details shall be provided if supplier is not a manufacturer.
Bid envelope shall bear name of the supplier. In case of submission through authorized representative/ agent, the name of representative/ agent should be mentioned additionally apart from the supplier name.
- 25.0 Offer received after the specified time of submission will be rejected. No further correspondence shall be entertained.
- 26.0 It may please be noted that guidelines/ rules in respect of ‘Suspension of Business dealings’, ‘Vendor evaluation format’, ‘Quality, Safety & HSE guidelines’, etc. may undergo change from time to time and the latest one shall be followed.
- 27.0 **Micro and Small Enterprises (MSE):** MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed in Volume-IC where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (last audited) or Udyog Aadhar certificate. 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 bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency is found in the above required documents or if the documents are not submitted. 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. MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.
- 28.0 **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 Specification - As per Price bid format of Technical Specification
 - Technical Specification
 - Special Conditions of Contract (SCC)
 - General Conditions of Contract (GCC)

Note: In case, contradiction is observed among the documents w.r.t. commercial terms, the clause/ requirement as mentioned in SCC will prevail.

for BHARAT HEAVY ELECTRICALS LTD.
Sr. Purchase Officer/ Purchase, PE&SD, Hyderabad

Agency	Contact details	
BHEL, PE&SD, Ramachandrapuram, Hyderabad	Address	Purchase/ PE&SD, BHEL, Ramachandrapuram, Hyderabad - 502032
	Phone no	040 2318 4639/ 3626
	E-mail	kvenkatesh@bhel.in , kanand@bhel.in

Enclosures

01. Annexure - I - [Pre-Qualification Criteria](#).



भारत हवी इलैक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)



ANNEXURE - I

PRE-QUALIFICATION CRITERIA

Enquiry No.	T7B1W38580
Item & Scope of Work	Framework agreement for supply of HOOK UP PACKAGE for various FPS projects
Project	As per Annexure-R (Specific terms of the tender)
Contract Duration	As per Annexure-R (Specific terms of the tender)
Bidder shall note and comply with the below points:	
SL. NO.	DESCRIPTION OF PRE-QUALIFICATION CRITERIA
1.0	Financial Criteria:
A.	<p>Average Annual Financial Turnover of bidder, during the last three financial years (ending on 31.03.2022 or latest closing date of financial year) should not be less than 6 lakhs INR or equivalent in foreign currency.</p> <p>The bidder has to submit audited financial accounts for last three financial years in support of meeting the above criteria.</p> <p>Notes:</p> <ol style="list-style-type: none"> Other income shall not be considered for arriving at annual financial turnover/ sales. For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two-part bid) shall be considered. In case audited financial statements are not available for latest financial year, then the applicable audited statements of preceding three financial years shall be considered. In case audited financial statements have not been submitted for any of three years as indicated above, then the applicable audited statements submitted by bidders against the requisite three years, will be averaged for three years i.e. total divided by three.
B.	Bidder has to submit copies of Certificate of Incorporation from the Registrar of Companies/ Partnership Deed/ Proprietorship documents etc. as applicable, GSTIN registration, PAN card and Income Tax Returns for the last three financial years.
C.	<p><u>For Indian Vendors:</u></p> <p>The bidder should have established office in India; Indian office shall be self-sufficient or supported from overseas headquarter. Relevant supporting documents like role, strength, organizational chart of Indian office shall be submitted.</p>
D.	<p><u>For Foreign Vendors:</u></p> <p>In case of bidders from outside India, in addition to documents in support of above, they shall also provide Business Information Report/ Credit Rating Report incorporating the rating of the company by international credit rating agencies viz. Dun & Bradstreet etc. Such report shall not be older than 1 year from the date of submission of offer.</p> <p>Agency agreement needs to be submitted by foreign bidder in case of associating with an Indian entity.</p>
2.0	Technical Criteria:
A.	Refer Technical specifications
3.0	General Requirements:
A.	Bidder shall submit requisite documents, to comply with aforesaid criteria, properly indexed, along

	with offer.
B.	After satisfactory fulfillment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.
C.	Bidder(s) already registered with BHEL other units or BHEL-PE&SD for subject package, also need to submit credentials for criteria indicated above.
D.	Consideration of bidder's offer for price bid opening/ reverse auction by BHEL will be subject to end customer's/ end client's review and approval of the bidder's proven eligibility in terms of experience and other laid down conditions for conformity and compliance with the technical pre-qualification criteria.
E.	Mere submission of above documents does not entitle bidders for order placement/ enlistment as registered vendor/ issue of further tenders in future; the documents shall be subject to BHEL's scrutiny and physical verification of facilities, if required.