



**BHARAT HEAVY ELECTRICALS LIMITED**  
**PROJECT ENGINEERING MANAGEMENT, NOIDA**

1. Package	<b>D/G EOT CRANES UP TO 100T</b>	
2. Project	<b>2X660 MW TALCHER TPP STAGE-III</b>	
3. End Customer	<b>NTPC</b>	
4. Executing Agency	<b>BHEL-PSWR</b>	
5. Nature of Package (Divisible/Non-Divisible)	<b>Non-Divisible</b>	
6. Technical Scope	As per Technical specification No: PE-TS-497-501-A502	
7. Schedule of Pre-Bid Discussion	Based on Bidder's request, Pre-Bid meeting shall be arranged.	
8. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
9. Delivery terms for Supply portion	FOR Despatch Station	
10. Integrity Pact Applicability -	YES	
11.	Bidders to download detailed technical specification number- PE-TS-497-501-A502 at <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> and <a href="http://www.bhel.com">www.bhel.com</a>	
12.	In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL. Shri Otem Dai, IAS (Retd.) (iem1@bhel.in) Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in) Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)	
13.	Delivery Schedule shall be as follows-  Main Supply along with Commissioning spares: 09 (Nine) months from date of LOA. Drawing/ documents submission and re-submission shall be as per Technical Specification.  Mandatory Spares: Mandatory Spares and Tools & tackles (if any) are to be delivered along with the last consignment of main supply within the contractual delivery period.  Services part: E&C- 13 months from LOA.  Note:- Above delivery conditions are to be complied by bidder strictly.	
Payment Terms - <b>As per GCC BOP Rev-00. Provision of offline payment in GeM shall be utilized.</b> (Refer GCC -BOP available on <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> )  Clause no 9.5 of GCTC of GCC BOP Rev. 00 shall be read as-  "Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents: a. 90 days for non MSME as per MSMED Act b. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act."  Notes:		



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- i. Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. In case PVC indices not available, vendors to submit PVC invoices on availability of applicable indices.
- ii. Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of MRC payment.
- iii) Bidder to agree with clause no. 3.0 (Instruction to Bidders), clause no. 9.0, 10.0 (General Commercial Terms & Conditions) of GCC BOP (available on [www.pem.bhel.com](http://www.pem.bhel.com)).

Evaluation Criteria: Bidder has to quote total price on GeM in line with total prices quoted in attached price format/BoQ. Break up of total price shall be provided by the bidder as per the provided price format/BOQ. Bidder has to ensure total price (Main supply+ mandatory spares + E&C+ Freight+ GST) as per format/BOQ and on GeM shall be same. Bidder have to upload the priced price format/BOQ in the price bid.

Bidders to note that in case discrepancy is observed between total price quoted on GeM and price break up, total price quoted on GeM shall prevail and break up shall be corrected accordingly.

Bidder to refer clause no. 3.0 (Instruction to bidder), GCC BOP for E&C charges.

Contract Performance Bank Guarantee: Contract Performance Bank Guarantee shall 05%. BG should be in favour of BHEL-PSWR in place of PEM.

Initial ePBG validity	33 months: - Initial e-PBG validity shall be 33 months from LOAs date for Main supply (Considering delivery period of 09 months+ E&C for 4 Month+ 18 months guarantee period + 2 months claim period as per GeM GTC). However, BG will be released only after completion of all contractual liability or guarantee period whichever is later.
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In continuation to above, Bidders to agree to Clause no 11.0 (except Clause no 11.3) of GCTC of GCC BOP Rev-00 along with its notes, which is regarding Contract Performance Bank Guarantee in Buyer ATC.

**Bidders to note the following Additional Terms and Conditions for subject tender-**

**2. Insurance Deductibles and Excess:**

Deductibles/ Excess: Following Deductibles/ EXCESS may be considered.  
For Marine Cover: Rs 20,000/-

For Storage /Erection and Testing Cover:

- a. Normal Period: 5 % of the claim amount subject to a minimum of Rs. 2.25 Lakh.
- b. Testing Period: 5% of the claim amount subject to minimum of Rs. 6.0 Lakh.



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Act of God Perils: - 10% of the claim amount subject to minimum of testing period excess.

Fire / Explosion Claims: 20% of the claim amount subject to minimum of testing period excess

Extended Maintenance Cover/ Defect Liability Cover: As applicable for testing period excess.

Third Party Liability: The policy excesses (normal/testing periods) shall apply for third party liability property damage claims also. For third party liability claims arising out of acts of GOD perils. The excess applicable to AOG claims shall apply.

The above-mentioned insurance deductibles/excess are tentative in nature and may change after award of contract which will be applicable within quoted price.

Point no 14 of SCC to be read as:

For Supply Packages: Transit Insurance in BHEL Scope.

For Turnkey Packages: Transit, Unloading, Storage, Handling, Erection and Commissioning Insurance in BHEL Scope. For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office:

(i) Policy No.

(ii) Consignee Name.

(iii) Consignment Details

(items with their weights and value (in INR).

(iv) Project Name and P.O. No.

(v) LR No. and date, Dispatch origin and destination details, Invoice No.

Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in Purchase Order.

3. **CIF availability:** Not available for this package.
4. **PVC (Price Variation Clause):** PVC shall be applicable as per PVC Sheet. Bidder to refer clause no. 45.0 of GCC BOP (available on [www.pem.bhel.com](http://www.pem.bhel.com)).
5. **Quantity Variation** Quantity variation shall be +/-10% in line with GCC-BOP. Bidder to refer clause no. 6.0 of General Commercial Terms & Conditions of GCC BOP (available on [www.pem.bhel.com](http://www.pem.bhel.com)).
6. The cost of travel expenses, boarding and lodging expenses of the inspection have to be borne by the EPC contractor. This includes inspection in India and foreign countries.
7. Construction Power and Water shall be as per SCC.
8. Bidders to contact BHEL-PEM (over phone/mail/visit-BHEL-PEM) for any clarification (technical or commercial) at least 05 days before due date of tender opening & get it clarified well before due date so that offers by the bidders may be submitted within due date & time.
9. In case of single qualified bid, price bid of single qualified bidder shall be opened.



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10. BOCW shall be reimbursed on documentary evidence, if applicable.
11. If bidder mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost.
12. Bidder to note that this is an Open Tender enquiry & PBO/RA participation shall be subject to following condition:
  - a. Qualifying Technical & Financial Pre-Qualification Requirement.
  - b. Techno-commercial acceptance of offer by BHEL-PEM.
  - c. Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder in the format. Accordingly, bidders are requested to submit credential along with their technical bid.

The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at [www.pem.bhel.com](http://www.pem.bhel.com) -->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

13. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).

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

1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in



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any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

14. Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e - mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
15. Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dated 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.
16. This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated.20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the items/Package”
17. Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
18. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines
19. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - a) they have controlling partner (s) in common;' or
  - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
  - c) they have the same legal representative/agent for purposes of this bid; or
  - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
  - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
  - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
    1. The principal manufacturer directly or through one Indian agent on his behalf; and
    2. Indian/foreign agent on behalf of only one principal,'

or



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- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or  
h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."

20. HSE plan for site operation by vendor is available at following link (Refer point no 25 of SCC):

<https://pem.bhel.com/Documents/GCC/HSE%20PLAN%20FOR%20TALCHER.pdf>

In line with point no-25 of SCC Rev-00, the charges for Non-deployment of Safety officer and Quality Engineer is Rs. 50,000.00 per man-month for each staff.

21. Bidder to quote non-zero freight %.

22. "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."

23. "Self-declarations/ auditor's/ accountant's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07- 2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee."

24. Bidder to agree with clause no. 1.6 & 22 (Instruction to bidders), clause no. 10.0, 12.0, 13.0, 14.0 to 30.0, 34.2, 36.0 to 46.0 of GCC BOP (available on [www.pem.bhel.com](http://www.pem.bhel.com)) & SCC of the project.

25. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

<b>Vinod Kumar / SDGM, BOP</b> <b>M/s Bharat Heavy Electricals Ltd.,</b> Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: <a href="mailto:vinod.kumar@bhel.in">vinod.kumar@bhel.in</a>	<b>Nitin Kumar / Manager– BOP</b> <b>M/s Bharat Heavy Electricals Ltd.,</b> Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: <a href="mailto:nitin.kumar@bhel.in">nitin.kumar@bhel.in</a> Ph. No. 0120-6748329
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All other terms & conditions shall be as per GeM bid, selected Terms & Conditions from GeM library, GeM GTC 4.0 v1.12 (GeM GTC applicable as on date) and Additional terms and conditions (ATC).