

Annexure-3 (MOU-CHECKLIST)

"Pre-Bid Engineering works & Pre-bid Tie-up/MOU for Post-Order Engineering with a Engineering Sub Contractor (ESC) for Syngas Purification Unit (LSTK-2) for Coal to Ammonium Nitrate Plant of M/s BCGCL"

BHEL Tender ref no.T0AXX00041 Dated:03.09.2024

NAME OF THE BIDDER		Bidder OFFER REF. NO.	
Bidder's CONTACT PERSON		OFFER DATE	
Bidder's E-MAIL ID		MOBILE/PHONE NO:	
BHEL requirements		BIDDER to Confirm (YES / NO/ NOTED)	Deviation/Comments
A1	SUBMISSION OF OFFERS- TECHNOCOMMERCIAL BID (Part-1)		
a	This tender document along with the following documents duly filled in, signed and stamped (or DSC) shall constitute the offer. Other than deviations agreed to by Customer in Pre Bid queries/amendments etc , bidder to confirm that the offer is in total conformity with the tender Specification. Writing words like "Refer Offer" is not acceptable		
a1	MOU Document -Annexure A (ANNEXURE-A-In Principle MoU between BHEL and "ESC") The bidder has to sign an MOU with BHEL as per the attached "In principle MoU" document in Annexure A . Detailed MOU with successful L-1 bidder will be entered in accordance with Terms & conditions mutually agreed between BHEL & L-1 bidder later. Subject to BHEL bagging the contract from the Customer, BHEL will place a Purchase order/Work Order on L-1 bidder which shall be in line with the terms and conditions mutually agreed as per this tender document as well as the MOU. Customer tender documents is also attached for details required for preparation of Offer.		NON DEVIATABLE
a2	TECHNICAL BID -as per specs no. PY54028, Rev. 0 attached for the project -Vol. IA		NON DEVIATABLE
a3	Integrity pact -(Refer Clause Q below)		NON DEVIATABLE
a4	Customer Specifications Latest revision with the Clarifications/amendments & Prebid clarifications etc.(applicable to bidder's scope) - PC0288/E/001/P-II/ SEC-13.0 (To be confirmed by bidder)		NON DEVIATABLE
a5	BHEL's GCC document Annexure -Vol. IC		NON DEVIATABLE
a6	BHEL's SCC document Annexure - Vol. IB		NON DEVIATABLE
a7	Deviations (if Any) are acceptable only in DEVIATION SHEETS": If deviations in prescribed format are not submitted it is deemed that all the BHEL/Customer Specifications are being complied in-toto		NON DEVIATABLE
a8	Unpriced Price Bid format (Vol. II) indicating Quoted/Not Quoted to be submitted in Technocommercial bid).		NON DEVIATABLE
a9	a) Bidder's TECHNICAL BID is complete in all respect: Technical Bid documents to be submitted in line with relevant clauses as applicable and all latest customer Clarifications/corrigendums /addendums etc. have been addressed b) Bidder to verify the Minimum Qualification Requirement and other clauses as per technical specification and Instruction to Bidders documents f) Bidder to confirm that all technical parameters and the quality requirements as per technical specification and customer requirement is complied with. However, incase Customer seeks reduction of price owing to deviations from the technical parameters same shall be passed on to "ESC" for their scope of supply / works. g) Financial commitment may vary against additions, deletions and changes in scope of supplies and works initiated by Customer, if any at a later stage. h) Any other document as required in the documents /deemed required for the bid : Bidder to indicate and confirm.		
a10	Bidder to furnish the document as per Annexure-1 with offer		
a11	Tentative Utility List (Cooling water & Instrument Air etc.) shall be furnished along with offer.		
a12	Detailed list of deliverables during the Pre-bid stage and during detailed engineering to be submitted.		
a13	ESC to submit the broad L1 schedule for the scope of work for payment draw down schedule.		
a14	All other requirements except the deviations brought out under deviation list, have been taken into consideration in the offer.		
a15	FORMAT FOR DECLARATION REGARDING, BANNED/BLACKLISTED/DELISTING AND LIQUIDATION, COURT RECEIVERSHIP		
A2	SUBMISSION OF PRICE BID (Part-2)		
a2-1	This tender document along with the following documents duly filled in, signed and stamped shall constitute the offer. 1. Price Bid as per Vol. II The Bid prices shall be as per Instruction To Bidders i.e.The unit rates and prices shall be quoted by the Bidder in Indian National Rupees (INR) only		NON DEVIATABLE
A3	Procedure for Submission of Tenders This is an E-tender floated online through our E-Procurement Site (https://eprocurebhel.co.in). The bidder should respond by submitting their offer online only in our eProcurement platform at (https://eprocurebhel.co.in). Offers are invited in two-parts only. Documents Comprising the e-Tender The tender shall be submitted online as mentioned below:		

BHEL requirements		BIDDER to Confirm (YES / NO/ NOTED)	Deviation/Comments
	<p>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):</p> <p>i. Technical Bid (without indicating any price)</p> <p>b) Price Bid:</p> <p>i.i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.</p> <p>ii. The price should be quoted for the accounting unit indicated in the e-tender document.</p> <p>iii. 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.</p> <p>iv. 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.</p> <p>v. 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.</p> <p>vi. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.</p> <p>DO NOT"S</p> <p>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.</p>		NON DEVIATABLE
	NOTE : The Offers have to be mandatorily submitted as per points A1,A2, A3 above. BHEL reserves the right to reject the Bids which are not submitted as per above.		
B	PROCESS OF FINALISATION OF TENDER.		
1	<p>BHEL will evaluate the Technocommercial Bid. The tender documents which are complying to scope, quality and delivery requirements will be Technically Qualified. BHEL will open the priced bid only upon Techno-commercial qualification. BHEL will subsequently evaluate the priced offers .</p> <p>Successful Bidder shall be awarded the PO/LOA for execution of work for Pre-Bid Stage engineering.</p> <p>The bidder has to sign a MOU with BHEL as per the attached "In principle MoU" document in Annexure A for Post-bid Engineering works. Detailed MOU with successful bidder will be entered in accordance with Terms & conditions mutually agreed between BHEL & L-1 bidder later.</p> <p>Subject to BHEL bagging the contract from the Customer, BHEL will place a Work order on L-1 bidder for Post-bid Engineering, which shall be in line with the terms and conditions mutually agreed as per this tender document as well as the MOU. Customer tender documents is also attached for details required for preparation of Offer.</p>		
C	ITEM DETAILS & SCOPE OF WORK		
1	<p>Project detail: BHEL is looking for a competent Engineering Sub-Contractor (ESC) qualified as per the requirements specified under clause no 5.0 of this TCC, to assist BHEL by providing Engineering Services for Residual Process Design Engineering during Pre-bid stage of the tender and Detailed Engineering during Post order stage (if BHEL bags the order as LSTK) for LSTK-2 PACKAGE OF SYNGAS PURIFICATION UNIT owned by Bharat Coal Gasification and Chemicals Limited (BCGCL), Lakhanpur, District- Jharsuguda, Odisha (India), for which BHEL intends to bid as the EPC contractor. For further detail, please refer, TCC PY54028, Rev. 0</p>		
D	DELIVERY TERMS		
1	<p>1. Pre-Bid Engineering: Two (2) weeks from the date of commencement. For further details refer clause no. 14.3.1 of Technical Condition of contract no. PY54028, Rev. 0</p> <p>2. Post-Bid Engineering: Contract Period for Post-bid Engineering works shall be 42 (Forty-Two) Months from the date of commencement. Date of commencement shall be a mutually agreed date between BHEL & ESC after issue of work order. For further details refer clause no. 14.3.2 of Technical Condition of contract no. PY54028, Rev. 0</p> <p>For further details, please clause no. 14.3 of TCC PY54028, Rev. 0</p>		
E	PRICE SCHEDULE .		
1	<p>Bidder to indicate their price in the specified format only in NIC Portal- https://eprocurebhel.co.in, GST will be payable extra</p>		
F	CONTRACT PERIOD		
1	<p>Bidder to confirm delivery period as :</p> <p>1. Pre-Bid Engineering: Two (2) weeks from the date of commencement. For further details refer clause no. 14.3.1 of Technical Condition of contract no. PY54028, Rev. 0</p> <p>2. Post-Bid Engineering: Contract Period for Post-bid Engineering works shall be 42 (Forty-Two) Months from the date of commencement. Date of commencement shall be a mutually agreed date between BHEL & ESC after issue of work order.</p>		
G	PAYMENT TERMS		
1	<p>Inline with NIT (TCC PY54028, Rev. 0, General Conditions of Contract & Special Conditions of Contract) .</p>		
H	PRICE REDUCTION FOR NEGOTIATIONS WITH M/s BCGCL		

BHEL requirements		BIDDER to Confirm (YES / NO/ NOTED)	Deviation/Comments
1	In the event of price reduction during negotiation between BHEL and the Customer, any corresponding reduction related with "ESC" shall be discussed and same reduction will be passed on to "ESC".		
I	LIQUIDATED DAMAGES		
1	It should be clearly understood by the Contractor that time and the date of delivery of despatch stipulated in the order is the essence of the contract. If the contractor fails to complete the order within the time fixed in the order, or within any extension of time granted by BHEL, it shall be lawful for BHEL to recover Liquidated damages as per clause no. 2.7.10 of GCC without prejudice to any other rights and / or remedies provided for, in the order and hereunder. To be entitled to impose such damage, BHEL will not be required to prove that he has incurred such amount as actual damage.		
2	Change in LD terms: If any bidder is not agreeable to the above LD terms, then the bid evaluation shall be done after loading the price quote of such bidder to the extent of percentage of LD not agreed to by the bidder.		
J	Not used		
K	Guarantee Period		
1	To be confirmed as per "GCC & SCC", i.e. Full Guarantee for the performance , for a period of 12 months from the date of completion.		
L	BID BOND / BANK GUARANTEE SUBMISSION (on Non Judicial Stamp Paper for applicable value)		
1	BID BOND : As per BHEL norms, the successful L-1 bidder to submit a bid bond for 1% value of MOU i.e. BHEL PO value on L-1 bidder within 30 days of signing of MOU as security deposit valid during validity period of MOU. BHEL Bank Guarantee format- enclosed -Document (Bank Guarantee Format for Bid Bond or Security Deposit.pdf) (No deviations) to be submitted Duly filled-in		NON DEVIATABLE
2	Performance Security shall be issued from a Commercial Bank operating in India in the BHEL Bank Guarantee format attached for an amount of ten percent (10%) of the BHEL PO value on the bidder till Gaurantee & defect liability period plus 90 days for the project, whichever is later.		NON DEVIATABLE
3	Bank Guarantee shall be prepared from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats		
M	BID VALIDITY : Quoted price shall be valid for a period of 365 days from the Commercial bid opening date .- bidder to confirm- BHEL reserves the right to reject the bids for non compliance.		
N	ARBITRATION: As per Clause 2.21 of BHEL GCC Document enclosed		
O	LEGAL SETTLEMENT: This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India		
P	Breach of contract, Remedies and Termination: In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the total contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the total contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/contractor.		
Q	Integrity pact as per NIT clause no. 1.0, xi of NIT document (Bidder to fill the enclosed format in their letter head, sign, stamp & submit). The same format is to be signed in non-judicial stamp paper of appropriate value after award of Post-bid Engineering works		
R	Note : Bidder to confirm that all Customer's NIT points along with Corrigendums/Amendments/revisions etc. and Pre-Bid Clarification Clauses are agreed to on "back to back" basis for both the Technical and Commercial T & C for the scope applicable to bidder.		
S	NOTE 1 : The Bidder shall bear all costs associated with the preparation and submission of its Bid, Site visits, clarifications meetings in or out of the customer BCGCL or BHEL offices and BHEL shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process. NOTE 2 : BHEL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for the BHEL's action.		
		Signature	
		Name	
		Stamp /Seal	