

Enquiry No- 77/24/6067/SAN

Date- 4-Mar-25

BHEL invites offers from reputed Suppliers meeting pre-qualifying requirements for **CONSULTANCY FOR QUANTITY SURVEYOR SERVICES** Package as per following details:

| 4. Type of Tandan | | Onen Tandar Damastia | |
|--|--|---|--|
| 1. Type of Tender | | Open Tender - Domestic | |
| Package(s) Name Project | | Consultancy for Quantity Surveyor Services 2 X 800 MW NTPC LARA STPS STAGE-II | |
| 3. Project 4. Due Date & Time | | 15-Mar-25 | 12 :00: PM IST |
| 5. End Customer | | NTPC | 12 .00. FIVI 131 |
| | | _ | |
| 6. Executing Agencies 7. No. of Part Bid | | To be informed later 02 (TWO) | |
| | AC DED TECH | | 508-600-C001 |
| 8. Complete Scope | AS PER TECH | | 508-600-C001 |
| | | 10-Mar-25 Bidders to contact BHEL (over phone/mail/visit-BHEL-PEM) for any | |
| 9. Last Date for Seeking Clarification | | | ercial) & get it clarified well before |
| | | _ | o respond to pre-bid clarifications ing clarification. Bidders to furnish format also. |
| 10. Schedule of Pre-Bid Discu | ission | 11-Mar-25 | |
| | | Financial PQR-NO | Technical PQR- YES |
| 11. Pre-qualification Requirements | | para 3 of ministry of final (Procurement of items related Security operations & Equipme | s under the list of items defined in ance guideline dated 20.09.16 If to Public safety, Health, Critical ent's etc.) & hence criteria of prior ame for all the Suppliers including |
| 12. Earnest Money Deposit (| EMD) | Not Applicable | |
| 13. Price Basis | | Firm Prices, PVC not applicable | |
| 14. Price Finalisation Mode | | Reverse Auction, In case of sing qualified bidder shall be opened | gle qualified bid, price bid of singled. |
| 15. CIF Applicability | | Not Applicable | |
| | 16. Variation of contract value as per clause no. 6.0 of ITB of GCC Rev-07 | | n months shall be +/- 25%. |
| 17. End Customer Approval | | Not Applicable | |
| 18. HSE Guidelines | | Applicable | |
| 19. Eligibility of Tender as per MII Order | | & Class II Local Supplier shall be | |
| 20. Evaluation Criteria | | GST) basis with necessary load currency for this tender shall be | all L1 (Total Cost to BHEL excluding ling as applicable. The evaluation PINR. |
| | | bidder while submitting the bid | in reverse auction portal. Ordering the commercial/ technical loading |



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| | 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 & binding. | |
| 21. Integrity Pact Applicability | NO | |
| , , , , , , , , , , , , , , , , , , , | 10% of the contract value is to be submitted by the successful bidder to executing agency. | |
| | Modes of Deposit: | |
| 22. Performance Security (PS)/ Security Deposit | (i) Cash (as permissible under the extant Income Tax Act) (ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. (iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL (iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Consultancy Firm, a/c BHEL) (v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Consultancy Firm furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (vi) Insurance Surety Bonds | |
| | (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith) | |
| | Collection of Security: | |
| | • At least 50% of the required Security Deposit shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Consultancy Firm till the total amount of the required Security Deposit is collected. | |



| performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder. • If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Consultancy Firm or recovered from payment/s due to the Consultancy Firm. • The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work. Security Deposit shall be released to the Consultancy Firm upon fulfilment of contractual obligations as per terms of the contract. The Security Deposit shall not carry any interest. In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Consultancy Firm using following instruments: i. Encashment of security instruments like EMD, Performance Security against the said contract. ii. balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Consultancy Firm, retention amount etc with BHEL PEM. iii. balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Consultancy Firm, retention amount etc with other units of BHEL. iv. if recovery is not possible then legal remedies shall be pursued. Above mentioned clause shall be considered in place of Risk & Cost clause of GCC Rev Rev-07. As per s.no-7.2 of technical specification-PE-TS-508-600-C001. The successful bidder must ensure that the required number of Quantity Surveyors are deployed at the respective site(s)/office(s) | | • In case of delay in submission of performance security, enhanced |
|---|-----------------------|---|
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| Payment will be made on a pro-rata basis based on man-months | 24. Delivery Schedule | successful bidder must ensure that the required number of Quantity Surveyors are deployed at the respective site(s)/office(s) within 30 days from the date of receiving the first written |
| Payment will be made on a pro-rata basis based on man-months | 25. Delivery terms | Consultancy and Deployment of Quantity Surveyors |
| | · | Payment will be made on a pro-rata basis based on man-months |



| | Vendor shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents: | |
|---|--|--|
| | i. 90 days for non MSME as per MSMED Act ii. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act iii. 60 days for vendors qualified as Medium Enterprises as per MSMED Act. | |
| | Note: - The vendor shall ensure submission of complete documents along with the bill. In case of incomplete documents, the bill shall be rejected, and next due date shall start from the date of closure of discrepancy by the vendor. | |
| | The period between the 1st day of the calendar and the last day of each month will constitute one month for billing purposes. | |
| | Documents Required for Payment- | |
| | GST Compliant Invoice Attendance Sheet duly verified by BHEL Engineer Validity of Security deposit Undertaking along with invoice for all statutory compliances (minimum wages, PF, ESI, Bonus, EL payment etc.). | |
| | Paying authority shall be informed later. | |
| 27. Penalty for Absenteeism of Quantity Surveyors (QS) | Payment shall be made on man month basis after deduction of absentees (if any) on pro rata basis. For deduction purpose per day rate shall be calculated by dividing Man Month rate with actual working days in the said calendar month. In case the absentees of any QS personnel are more than 5 working days during any calendar month, a penalty of Rs 500/- per day per QS for absence more than 5 days shall be imposed on successful bidder from the bill of said calendar month or from future bills. However, sum total penalty shall not be more than 10% of contract value. | |
| | The penalty for Absenteeism shall be over and above the LD clause. | |
| 28. Liquidated Damages (LD) | LD shall be as per clause no - 16.2 of GCTC of GCC Rev-07 for delay in deputation of Quantity Surveyors. | |
| | Further, if the successful Bidder fails to provide the agreed KPIs/Deliverable within the agreed time frame on monthly basis, BHEL shall have the right to impose Liquidated Damage at the rate of 0.5% of the Monthly Bill, per working day of delay of each KPI from the schedule date. For this purpose, the period for which LD is applicable shall be worked out based on portion of delay solely attributable to Successful Bidder or Quantity Surveyors. | |



| | However, maximum LD shall be limited to 5% of the contract value. |
|--------------------------|--|
| 29. Insurance | The Consultancy Firm shall be responsible for medical expenses & life insurance for deployed Quantity Surveyor. It shall be the sole responsibility of Consultancy Firm to take insurance policies for the Quantity Surveyor against risks of accidents and injury while at work and make compensation as per applicable rules and regulations prevalent in the area. Copy of insurance policy shall be submitted to BHEL before deployment. |
| | Consultancy Firm shall report to BHEL in writing any damages to equipment/components if provided to them by LARA Site/PEM/ISG. The above report shall be as prescribed by respective location BHEL management. Any consequential loss arising out of any such damages will be borne by Consultancy Firm. |
| | The Consultancy Firm will take necessary precautions/ due care to protect the equipment/components at LARA Site/PEM/ISG. BHEL will reserve the right to recover the loss from the Consultancy Firm as detailed below in case the damage/loss is due to negligence/carelessness on the part of the Consultancy Firm. |
| | In case the damage/loss/theft of materials are attributable to negligence/failure in discharging the duties and obligations of the Consultancy Firm, the expenses incurred for repair/replacement of shall be recovered from the Consultancy Firm. |
| 30. Validity of Contract | Contract shall be valid for 24 months from the date of actual deployment of Quantity Surveyors. Based on requirement of BHEL Lara Site/BHEL PEM Noida/BHEL ISG Bangalore, this contract may be extended further up to 12 months on same rate and same terms and conditions. |
| | (i) Quarterly meeting (Virtual/Real) with Consultancy Firm shall be arranged by BHEL LARA Site/BHEL PEM/BHEL ISG). |
| 31. Special Conditions | (ii) In case any Quantity Surveyor found to indulge in malpractice/s, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL may impose penalty and/ or impound the payment towards services rendered by such Quantity Surveyor. Replacement of such persons will have to be arranged by the Consultancy Firm within 15 days. |
| | (iii) If due to negligence and/ or non-observance of safety and other precautions by Quantity Surveyor, any accident/ injury occurs to any other person(s)/ public, the Consultancy Firm shall bear compensation and other liabilities as decided by appropriate authority/ BHEL/ Customer. |
| | (iv) Consultancy Firm has to follow HSE norms at BHEL during execution of entire contract period and the applicable HSE norms are noted in Tender Document for HSE norms having Document Title: Health, Safety and Environment Plan for BHEL Operation by Sub Consultancy Firms. |



- (v) Successful bidder shall ensure that its employees, servants, consultants and agents abide by all Applicable Law, relating to the performance of the Work and by all rules and regulations of those Governmental Authorities and persons who have control or jurisdiction over the BHEL LARA Site/BHEL PEM/BHEL ISG (including the timely payment of any and all fees, assessments, or other governmental charges and registrations with relevant agencies or other Governmental Authorities required in connection therewith) and with the terms and conditions of any Authorizations.
- (vi) Successful bidder represents that it is fully aware of all of the Applicable Laws, terms and conditions of the Authorizations, Consents, Business practices and Plant rules and regulations which must be complied with when performing the Work.
- (vii) Successful bidder shall furnish to the BHEL / Employer, promptly upon request, such information concerning its employees, consultants, servants and agents as BHEL / Employer may be required to furnish to any applicable Governmental Authorities.



ADDITIONAL TERMS & CONDITIONS

- 1. Other Terms & Conditions shall be as per enclosed **Special Conditions of Contract (SCC) of the project**, **GCC Rev-07 along with corrigendum's to GCC Rev-07** which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.
- 2. Verification of PQR documents-
 - Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification 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 is not available, then purchaser has right to reject such document(s) from evaluation.
- 3. Bidder to note that this is an Open Tender (Indian) enquiry & consideration of their offer for price bid/RA shall be subjected to the following conditions:
 - a) Qualifying Technical Pre-Qualification Requirement (attached).
 - b) Techno-commercial acceptance of offer by BHEL-PEM.

For bidders (who are not registered with BHEL-PEM) - For registration in BHEL PEM- Online registration portal is operational, Non-registered CONTRACTORs who wish to apply for registration in BHEL-PEM can apply through Online Registration Portal available at www.pem.bhel.com - CONTRACTOR section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded on the website and submit the application for registration. However, registration of suppliers is not mandatory in case of open tender.

- 4. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.pem.bhel.com). Bidders should regularly visit websites to keep themselves updated.
- 5. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.
- 6. Bidder to ensure
 - a. ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable.
 - b. ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
 - c. to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.

Note: Subsequent orders/circulars to be checked and to be complied.

7. Make in India: For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier shall be as defined in Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024.

This package is not divisible in nature. The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. For this tender, offer from **only Class-1 & 2 Local Suppliers** shall be considered.

Bidders are required to provide the following along with the part-1 bid:

- i. Provide a certificate (in line with attached draft) giving the percentage of local content.
- ii. Provide the details of the location(s) at which the local value addition shall be made.
- 8. Purchase preference would be applicable to MSE bidders as per GOI circular (No. F.1/4/2021- PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications.



- 9. 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.
- 10. All bidders to declare 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.
- 11. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive 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

- 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. "
- 12. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.
- 13. Bidders to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Bidders shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal https://eprocurebhel.co.in/nicgep/app.
 - Following documents need to be uploaded:
 - a) Offer forwarding/covering letter
 - b) Local Content Certificate in line with Make in India circular.
 - c) Land Border Certificate.
 - d) Documents required for meeting Technical PQRs
 - e) Un-price bid, Annexure-II of GCC Rev 07 (Cost of Withdrawal of Deviation) and Price bid in e-procurement portal.
- 14. It shall be the responsibility of the bidder to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.



15. All correspondence shall be addressed to the undersigned by name & designation:

Mr. Sanjeev Kumar, Engineer/BOP M/s Bharat Heavy Electricals Ltd.,

Project Engineering Management, 3rd Floor, BHEL Sadan,

Plot No 25, Sector-16 A, Noida-201301

E-MAIL: sanjeev k@bhel.in Ph. No. 9958175655 Mr. Upendra Chaudhary, DGM/BOP M/s Bharat Heavy Electricals Ltd., Project Engineering Management,

3rd Floor, BHEL Sadan,

Plot No 25, Sector-16 A, Noida-201301 E-MAIL: upendrachaudhary@bhel.in

Ph. No. 8800355885

16. Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date.

Thanking You.
For and on behalf of BHEL

Sanjeev Kumar Engineer/ BOP/ PEM Noida

Enclosures: - (1) SCC of the Project (2) Technical Specifications (3) Technical PQR (4) Draft format for Make in India certificate (5) Draft Format for land/ border declaration (6) Price Schedule and Cost of withdrawal of deviation(s) as per annexure II of GCC-BOP