

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-10-2023 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-10-2023 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10300018-pswr
Item Category/मद केटेगरी	Custom Bid for Services - ----
Contract Period/अनुबंध अवधि	2 Year(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	155 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	500000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	33

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

PSWR

10300018-PSWR, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises  
(Bharat Heavy Electrical Ltd, Pswr)

#### Splitting/विभाजन

Splitting Applied	Yes
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Maximum No. Of Bidders Amongst Which Order May Be Split	3
Split Criteria based on which quantity will be distributed	50/30/20

### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1 + 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

### Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

PRICE BREAKUP - [1696662094.xlsx](#)

### Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Special Terms and Conditions (STC) of the Contract:[1696334846.pdf](#)

Service Level Agreement (SLA):[1696334856.pdf](#)

**GEM Availability Report ( GAR):**[1696334900.pdf](#)

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1696662141.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1696662153.pdf](#)

**Scope of Work:**[1696662167.pdf](#)

**Payment Terms:**[1696662185.pdf](#)

**Penalties:**[1696662219.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1696662241.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1696662253.pdf](#)

**Buyer's Competent Authority Approval:**[1696662413.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1696662438.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -2:**[1696662452.pdf](#)

**Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):**[1696662662.pdf](#)

## **Custom Bid For Services - ---- ( 1 )**

### **Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	----
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

### **Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

### **Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Shailesh Kumar Dhruw	394518,1X51 MW CCPP ONGC Hazira Plant, Bhatpore Village, Surat, Gujarat - 394518	1	N/A

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 2. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

### 3. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 4. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

### 5. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

BHARAT HEAVY ELECTRICALS LTD  
payable at  
NAGPUR

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 6. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

### 7. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

BHARAT HEAVY ELECTRICALS LTD  
payable at  
NAGPUR

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 8. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

BHARAT HEAVY ELECTRICALS LTD  
Account No.  
40227423158  
IFSC Code  
SBIN0000432  
Bank Name  
STATE BANK OF INDIA  
Branch address  
SBI,NAGPUR MAIN BRANCH ,CODE-00432

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 9. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

BHARAT HEAVY ELECTRICALS LTD  
payable at  
NAGPUR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 10. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

BHARAT HEAVY ELECTRICALS LTD a/c BHEL  
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 11. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

BHARAT HEAVY ELECTRICALS LTD  
Account No.  
40227423158  
IFSC Code  
SBIN0000432  
Bank Name  
STATE BANK OF INDIA  
Branch address  
SBI,NAGPUR MAIN BRANCH ,CODE-00432

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **Additional Terms & Conditions**

#### **1) PRE QUALIFYING CRITERIA**

**E-Tender Spec No:** GEM/2023/B/4036116

**JOB**

Framework Agreement (Rate Contract) for different type of servicing jobs of 210 MW Generator in case of emergency shutdown at various site of PSWR in the state of Maharashtra, Chhattisgarh, Madhya Pradesh, Gujarat and Goa

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
Applicability			
B	<p><b>B) Technical PQR</b></p> <p>Executed</p> <p>1. Atleast One Job of 'Erection and Commissioning' / Two 'General Overhauling' of Generator of ST G</p> <p>AND</p> <p>Two Capital overhauling of Generator with rotor thread out of rating <math>\geq 110</math> MW capacity.</p> <p>OR</p> <p>2. Atleast TWO Jobs of 'Erection and Commissioning' of Generator of rating <math>\geq 110</math> MW capacity</p> <p><b>Note: Only direct work orders from BHEL / PSU's / State Electricity Utilities will be accepted.</b></p> <p>SUPPORTING DOCUMENTS for the same shall be submitted along with offer.</p> <p>1) Relevant supporting documents i.e. WORK ORDER COPY AND WORK COMPLETION CERTIFICATES shall be submitted.</p> <p>2) Bidder will be evaluated based on supporting documents submitted towards Category 1 and Category 2 separately</p> <p>3) The word EXECUTED means: The work have been completed in all respect.</p>	Applicable	
C-1	<p><b>Financial TURNOVER</b></p> <p>-</p> <p>Bidders must have achieved an average annual financial turnover (audited) of <b>₹155.85 Lakhs or more over last three Financial Years (FY) i.e. '2020-21, 2021-22 &amp; 2022-23'.</b></p>	Applicable	

<b>C-2</b>	<b><u>NETWORTH</u></b> (only in case of Companies)  Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	Applicable	
<b>C-3</b>	<b><u>PROFIT</u></b>  Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	Applicable	
<b>C-4</b>	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking ( <b>Annexure-8</b> ) to this effect	Applicable	

**Explanatory Notes for the PQR (unless otherwise specified in the PQR):**

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**Explanatory Notes for PQR B.1 (Technical)**

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1. The evaluation currency for this tender shall be INR.
2. For the criteria (B.1), actual executed value shall be considered.

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3. Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

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

Where

P = Updated value of work

R = Value of executed work

$X_N$  = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

$X_0$  = All India Avg. Consumer Price index for industrial workers for last month of work execution

$Y_N$  = Monthly Whole Sale Price Index for All Commodities for three months prior to the



month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

$Y_0$  = Monthly Whole Sale Price Index for All Commodities for last month of work execution

### **Explanatory Notes for Technical Criteria (B2):**

1. VOID
2. Unless otherwise specified, for the purpose of "B2 Technical Criteria", the word 'EXECUTED' means achievement of milestones as defined below -
  - a. "ACHIEVEMENT OF PHYSICAL QUANTITIES" as per PQRs.
  - b. "READINESS FOR COAL FILLING" of at least one Bunker, in respect of Mill Bunker Structure.
  - c. "CHARGING" in respect of Power Transformers/ Bus Ducts/ "HT/LT Switchgears" / "HT/LT Cabling".
  - d. For C&I works: "SYNCHRONISATION" in case of power project (Excluding Nuclear Projects) / "WORK EXECUTION of the value as defined in PQR" in case of industry & Nuclear Projects.
  - e. "BOILER LIGHT UP" in respect of Boiler / CFBC / ESP.
  - f. "CHARGING OF ATLEAST ONE PASS" in respect of ESP(R&M)
  - g. "GAS IN" in respect of HRSG.
  - h. "STEAM BLOWING" in respect of Power Cycle Piping.
  - i. "HYDRAULIC TEST"/ ANY OTHER EQUIVALENT TEST LIKE "100% RT/UT OF WELDED JOINTS" of the system in respect of Pressure parts/ LP Piping/CW Piping.
  - j. "FULL LOAD OPERATION OF THE UNIT" in respect of Insulation work.
  - k. "SYNCHRONISATION" in respect of STG / GTG.
  - l. "SPINNING" in respect of HTG.
  - m. "GAS IN" in respect of FGD
3. Boiler means HRSG or WHRB or any other types of Steam Generator.
4. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass.
5. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.

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### **Explanatory Notes for PQR -C (Financial):**

#### **C-1:**

- i. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above.
- ii. Evaluation of Turnover criteria shall be calculated from the Audited Balance Sheet and Pro

fit & Loss Account for the three Financial Years (FY).

- iii. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.
- iv. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.

**C-2:** Net Worth (Only in case of companies) of the bidder should be positive.

**Note:** Net worth shall be calculated based on the latest Audited Accounts as furnished for 'C-1' above.

Net worth = Paid up share capital + Reserves

**C-3:** Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'C-1' above.

**Note:** PROFIT shall be PBT earned during any one year of last three financial years as in 'C-1' above.

**C-4:** Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.

#### **Common Explanatory Notes:**

1. For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria B1 above, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:
  - a. The parent company shall have a controlling stake of  $\geq 50\%$  in the subsidiary company (as per Format-1).
  - b. The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value
  - c. The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).
  - d. In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only.
  - e. Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.
2. Completion date for achievement of the technical criteria specified in the 'B' above should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the "Financial Year quarter of bid submission". (for e.g. -Work completed on 01.01.2014 shall be considered even if latest date of bid submission is 20.03.2021).
3. "Executed" means the bidder should have achieved the technical criteria specified in the Common QR even if the Contract has not been completed or closed.
4. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and

other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.

5. Following shall be complied with in case of consortium:
- a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement and certify to BHEL regarding existence and validity of their consortium agreement in line with validity period mentioned in NIT.
  - b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).
  - c. Number of partners including prime Bidder shall be NOT more than 3 (three).
  - d. Prime Bidder alone shall necessarily comply with "B1 Technical Criteria" except for mechanical package where B1 criteria is not applicable.
  - e. Prime Bidder and Consortium Partner shall together comply with the 'Pre-Qualification Requirements' specified for the respective category of technical requirement as per "B2 technical criteria".
  - f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.
  - g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.
  - h. Prime Bidder shall be the Bidder who has a major share of work.
  - i. Prime Bidder shall be responsible for the overall execution of the Contract.
  - j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.
  - k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.
  - l. In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL.
  - m. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
  - n. The Consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value.

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

**Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be**

verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

## 2) Payment Terms (For each Overhauling) :-

- 1.0 50% on completion of mobilization of site, completion of dismantling work **Documents ke Insurance & Labour License to be submitted along with first bill.**
- 2.0 40% on completion of, assembly work & successfully putting machine on barring gear.
- 3.0 Final 10% after synchronization of machine & achieving full load and also on payment of all dues and submission of all the documents like No Dues certificate/HR clearance from Customer, EPF challan, Insurance, Labour License, Labour Payment sheets, proof of payment of GST, **Indemnity Bond to be submitted along with final bill** etc.

### Note 1:

1. Penalty of 1% per day of the total contract value will be levied for improper mobilization of man power and 1% per day for T & P and consumables separately subject to maximum 10% of the contract value shall be deducted from contractor's bill.
2. While submitting the invoices, Vendor should mention their Bank Account No. on each of their invoices for the purpose of making e-payment.
3. The bill due for payment shall be submitted to the Engineer in-charge of BHEL **along with documentation of Refund of Retention Money Format No. F24 (Rev 00)** (revised format is attached in VOL I BCD 'forms and procedure') at site for necessary verification and processing through proper channel. ~~It may be noted that payment will be released from the office of the RSM/ Nagpur after minimum fifteen days from the date of receipt of the duly verified bill from site.~~

4. Payment Terms: Following payment terms shall be applicable (This shall supersede the payment terms mentioned elsewhere in GeM).

Type of Bidder	Payment Terms	Payment Timelines (Number of days)
Micro & Small Enterprises	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC).	45 days
Medium Enterprises	Payments shall be made to the Seller within 60 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC).	60 days
Non MSME	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC).	90 days

Proof for Micro, Small and Medium Enterprises has to be furnished by the bidder.

- 3) **Commencement Period for “Performance Guarantee for Workmanship” as per clause no 2.24 of Vol-IC GCC** with the amendment in Cl 2.24.1 as 06 months commencing from the date of synchronization of Unit

- 4) **Following clause of Volume-I-C-General Conditions of Contract clause shall is amended for this contract:**

- a. Overrun compensation clause no. 2.12 of standard GCC shall not be applicable
- b. Price Variation Compensation Clause no 2.17 of standard GCC shall not be applicable
- c. LIQUIDATED DAMAGES/PENALTY: As per clause no 2.7.9 of GCC with the amendment of Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per day of delay or part thereof subject to a maximum of 10% of the contract value.
- d. Progress Monitoring, Monthly Review and Performance Evaluation of Vol-I BCD is not applicable.

Separate Performance evaluation as per SAS format shall be considered for evaluation purpose.

- e. Interest bearing recoverable advances- Cl no. 2.13 of GCC is not applicable
- 5) In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the bidder).

**6) EVALUATION OF THE BID:**

The Offer shall be evaluated on Lump sum price considering DETAILED SCOPE OF WORK & TECHNICAL REQUIREMENTS of Annexure-1. Unit Rate of individual activity shall be derived automatically as per factor mentioned in price schedule.

Prices (s)/rate(s) are inclusive of charges for Manpower, T&P, equipments/machineries/instruments, test kits, consumables, transportation (including arrangement of incoming/outgoing and permit, entry/exit gate pass), to and fro travel, accommodation, local conveyance for tender's personnel and all taxes, duties and levies etc. leviable by any statutory authority

**7) MODE OF OPERATION & DISTRIBUTION OF THIS FRAMEWORK AGREEMENT (RAT CONTRACT)**

7.1 BHEL intends to engage two more agencies in addition to the agency whose quoted/accepted rate is found to be lowest (i.e. split of contract among maximum 03 bidders).

7.2 BHEL reserves the right to split the order between L1 and other qualified bidders. The broad mechanism will be as follows.

7.2.1 In case of more than 03 qualified bidders (N), the distribution shall be limited to (maximum 3 qualified bidders. BHEL shall give counter offer based on the L-1 rates to remaining unsuccessful bidders (i.e. L-2, L-3 .....so on) for their acceptance for further award of work. However, the acceptance of rate and as well other provision of tender specification, the preference shall be

given to the bidders in order of their price status ( i.e. L-2 will be given first preference for acceptance of L-1 rates, then L-3 and onwards. In case any bidder does not accept the offered L-1 rates, the counter-offer shall be extended to other bidders in order of price competitiveness). The distribution shall be as described in Clause 14.6.4 Case 2 below.

7.2.2 In case of 03 qualified bidders, the distribution shall be limited to 02 qualified bidders as per Clause 14.6.4 Case 1 below. BHEL shall give counter offer based on the L-1 rates to remaining unsuccessful bidder (i.e. L-2 or L-3 in order of price competitiveness) for their acceptance for further award of work.

7.2.3 In case of less than 03 qualified bidders, the distribution shall be as per Clause 14.6.4 Case 1 below. BHEL shall give counter offer based on the L-1 rates to remaining unsuccessful bidder (i.e. L-2) for their acceptance for further award of work.

7.2.4 Modality of work distribution in case Rate Contract is entered with more than one agency shall be as below.

A) Case 1: If the rate contract is entered with 2 agencies, then attempt shall be made to distribute the work approximately in the ratio of 60:40 between L1 bidder and the other bidder.

B) Case 2: If the rate contract is entered with 3 agencies, then attempt shall be made to ensure at least 50% of work to L1 bidder, 30% to next bidder matching the L1 rates and 20% to next bidder matching the L1 rates.

7.3 If no other bidder has matched L1 price, the 100% contract shall be awarded to L1 bidder.

7.4 Separate work order for each specific job (as applicable) shall be issued from time to time by BHEL-PSWR FEX/Site based on the requirement

7.5 BHEL reserves all rights to operate this contract as per project requirements and its sole discretion.

**8)** The bidder shall not sublet the contract or part thereof to any other party, which may tantamount to termination and/or forfeiture of security deposit. However, hiring of Induction Hoisting Machine from other agencies may be done with prior approval from BHEL in case of emergency but all other responsibility shall rest with the bidder as per the contract in all respects.

**9)** VALIDITY OF CONTRACT: 2 Years from the date of award of LOA.

~~1. SECURITY DEPOSIT: Please refer Clause no. 1.10 of Volume-I C GCC. Security deposit may be deducted @ 5% of Gross Billing amount for individual job and shall be collected/adjusted prior to passing bill for each job. SD shall be released on completion of the defect liability period of six (06) months for individual job.~~

**10)** SAFETY, OCCUPATIONAL HEALTH AND ENVIRONMENTAL MANAGEMENT: As per "Health Safety Environment Plan" which is part of Volume IC-GCC.

11. BHEL reserves the right of forfeiture of Security Deposit in addition to other claim and penalties in the event of the contractor's failure to fulfil any of the contractual obligations including statutory or in the event of termination of contract as per terms and conditions of contract.
12. No revision of rate shall be applicable in the event the completion period is extended for any reason whatsoever.
13. *Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) and Startups:*

*Technical Pre Qualifying Requirement (PQR) for prior experience: The technical pre-qualifying requirements, is relaxed by 50% (quantities or amount) of the original Pre -Qualifying Requirement specified in the tender (round off to the higher limit or number. Further, if the required quantity as per Original PQR is only one (1), then relaxed PQR shall also remain the same, since quantity is non-divisible in this case.)*

*Financial Pre Qualifying Requirement (PQR) including Turnover: The financial pre-qualifying requirements is relaxed by 50% of the original Pre -Qualifying Requirement specified in the tender.*

*Other Pre-Qualifying requirements such as Machineries, BIS, or any form of licenses or customer approval or requirements other than stated in Point no. (a) and (b) above, shall remain the same for all bidders.*

*Definition of Startup shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any*

14. CONTRACT AGREEMENT: Shall be applicable

15. Conflict of Interest among Bidders/ Agents:

"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 or

ly 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 vote. 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."

a. All Statutory Requirements as applicable for this project shall be complied with.

b. BHEL Fraud Prevention Policy: "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

c. The following clause is added under clause 1.10 Security Deposit in Vol-1C:

16. Clause No 1.10.8 of Vol-IC General Conditions of Contract: Timely Submission of Security Deposit for Execution of the contract: "Bidder agrees to submit Security Deposit required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder. Further, if Security Deposit is not submitted till such time the first bill becomes due, the amount of Security Deposit due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest."

17. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'

"In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract .

18. BHEL Fraud Prevention Policy: "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring



g to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

19. Bidder has to quote LS price in the price bid and calculation be will based on the Chapter X : Bill of Quantities and % Weightage of Individual Items

**13. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which share land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance

with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध ; संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड दे वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जा व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**