



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
PROJECT ENGINEERING MANAGEMENT
NOTICE INVITING TENDER (NIT)

Enquiry No- PE/PG/NTF/E-6748/21

Date- 25-Aug-21

BHEL invites offers from reputed bidders as per following terms and conditions -

1. Mode of Enquiry	E - PROCUREMENT	
2. Project	2X500 MW TUTICORIN TPS- FGD PKG	
3. End Customer	NLC TAMIL NADU POWER LTD (NTPL)	
4. Executing Agency	BHEL-PSSR	
5. Package	Compressed Air System	
6. Due Date & Time	04 September 2021	11:00 AM IST
7. Earnest Money Deposit (EMD)	NIL	
8. Security Deposit (SD)	NIL	
9. Tender Cost	NIL	
10. Numbers of Part bid	2-Part bid (Techno-commercial and price bid)	
11. Technical Scope	As per Technical specification No: PE-TS-483-555-A001	
12. Last Date for Seeking Clarification	31 August 2021	
13. Schedule of Pre Bid Discussion	Pre-bid conference shall be arranged based on pre-bid queries received. The schedule of pre-bid meeting shall be intimated later.	
14. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
15. Delivery terms	FOR Site Despatch Station.	
16. Delivery Schedule :-		
For Supply (along with commissioning spares)	Within 10 months from the date of LOA (Letter of Award). Drawing/ documents submission shall be as per Technical Specification	
O&M services	Required personnel for O&M Services shall be deputed within 10 days from the date of intimation	
E&C	Within 04 (Four) months from the date of availability of front. Site front availability will be reckoned as the date when site informs vendor for mobilization of manpower & resources.	
17. Prices shall be Firm till completion of contract.	PVC Formula, If applicable :- NA	
18. CIF Content	Not Available	
19. Integrity Pact Applicability -	NO	
20. Tender Evaluation -	The evaluation currency for this tender shall be INR. Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable. 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. Terms & Conditions:-	The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), GCC Rev 07 which is available on https://pem.bhel.com/ and other Terms and Conditions included in this Enquiry Letter.	



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22. Bidders who fulfil Technical and Financial Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those bidders shall be evaluated who meet the Technical & Financial Pre-Qualifying requirements.

23. BHEL shall be resorting to **Price bid opening** for this tender.
Price bids of all techno-commercially qualified bidders shall be opened.

24. Regarding verification of PQR documents-
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.

25. Bidder to note that this is an **Open Tender enquiry & Price bid opening** 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. Accordingly, bidders are requested to submit credential as per the format enclosed herewith 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.bhelpem.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.

26. Scope of **Construction water:-**

- (i) Construction water shall be supplied free of cost by the Purchaser to the Contractor at a single point in the NLCIL/NTPL plant premises approximately 300 meters from the battery limit. However, in case of any eventuality leading to non-supply of construction water by the Purchase due to any account, it is the responsibility of the contractor to make his own arrangements for the uninterrupted supply of construction water for the construction activities & labour colony at their own cost. Extra claim on any account by the contractor due to non-supply of water by the Purchaser shall not be considered both for cost & time. Contractor has to make his own arrangement for laying pipelines, distribution lines including all pipes & specials required, pumping, construction of sump/overhead tank as per requirement at his own cost.
- (ii) The Contractor shall be responsible to store water in sufficient quantity to meet its requirements for at least 2 (two) days in well-built covered/protected water storage tanks.
- (iii) The Contractor shall ensure that there is no wastage of water. He will also be responsible for maintaining the taps, pipe lines etc. in proper condition. The Contractor shall obtain prior approval of the Purchaser of its distribution scheme before laying the pipelines.

Construction Power:-

- (i) The Contractor shall be provided with construction power at 6.6 kV for the purpose of the erection construction under the Contract only at one point in the project "Site" free of charge. Maximum of 0.75 MVA shall be given free of Cost for FGD Package as Construction power. The Contractor shall make his own arrangement for stepping down and further distribution. The Contractor shall make its own arrangements to lay and maintain necessary supply lines for temporary power. All temporary wiring must comply



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with local regulations and relevant Indian Electrical Act and will be subject to the Purchaser's inspection and approval before connection to supply and later. Non-availability of power from the Purchaser shall not be an excuse for delay in completion of erection construction. Contractor may at its own cost arrange suitable back-up power, by means of DG sets.

- (ii) The Contractor will supply and install all distribution cables, wires and switches etc. of rated capacity for the work starting from the source of power at its own cost. It will employ Electricians having valid Electrical Licence for carrying out the installations as well as for the maintenance works.
- (iii) The Contractor will provide proper facilities to the Purchaser of the Plant concerned or his authorised representative for inspecting his temporary electrical installation as and when required. The Contractor will immediately attend to the defects so pointed out during this inspection including replacement of faulty cables, switches etc.
- (iv) The Contractor shall not affect any change in the temporary installation unless permission is obtained from the Purchaser or its authorised representative.
- (v) The Contractor shall be responsible for all damages, losses etc. due to fire or otherwise if it is due to his negligence, improper installation, operation and/or maintenance of his part of installations.

27. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com), BHEL-PEM website (<https://pem.bhel.com/>). Bidders should regularly visit websites to keep themselves updated.

28. BGs should be in favour of BHEL-PSSR in place of PEM. L1 Vendor will be required to submit BGs as per GCC Rev-07.

29. Bidder agrees to submit the performance security 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 (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.

30. 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.

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

Gaurav Garg / Dy. Mgr.– BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: gauravgarg@bhel.in
Ph. No. 9711879415

Mr. Upendra Chaudhary/MGR-BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: upendrachaudhary@bhel.in
Ph. No. 0120-4213561

32. Over all (%) quantity variation: The variation on overall package value due to changes in the scope shall be limited to +/-10%

33. **Insurance Deductibles** - Insurance Deductibles/Excess shall be as follows:

- a) For Marine Cover: 0.25% of consignment value subject to minimum of Rs 20,000/-
- b) For Storage /Erection and Testing Cover:
 - i) Normal Excess: 5 % of the claim amount subject to a minimum of Rs. 1.5 Lakh.



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<p>ii) Testing Excess: 5% of the claim amount subject to minimum of Rs. 4.0 Lakh. c) Act of God Perils :10% of the claim amount subject to minimum of testing period excess. d) Fire / Explosion Claims: 20% of the claim amount subject to minimum of testing period excess e) 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. Terrorism cover: 5% of loss amount subject to minimum Rs. 1 Lakhs and Maximum 2 Crores 50 Lakhs EEL. "The above mentioned insurance deductibles/excess are tentative in nature and may change after award of contract which will be applicable within quoted price"</p>	
34.	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.
35.	All Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.
36.	GST shall be payable extra at actuals as per the HSN code finalised for the items during detailed BBU.
37.	<p>In place of clause no 26 of (ITB) GCC-Rev-07, following clause to be considered: "for this procurement, the local content to categorise a supplier as Class I local supplier/ Class II local supplier/ Non Local supplier and purchase preference to Class I local supplier is as defined in Public Procurement (Preference to Make India), Order 2017 dated 04.06.2020 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."</p> <p>This package is not divisible in nature. The margin of purchase preference shall be as per order dtd. 04.06.2020. For this tender, offer from class-1 local suppliers (meeting minimum 50% local content requirement) shall be considered. Bidders are required to provide the following along with the part-1 bid: (i) Provide a self-certificate (in line with attached draft) meeting minimum local content requirement for class-1 supplier (50%). (ii) Provide the details of the location(s) at which the local value addition shall be made.</p>
38.	This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/214-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 NIT items/Package"
39.	Due to Covid-19 Pandemic crisis prevailing in the country, BHEL may go for remote inspection for the subject package. Bidders are requested to equipped with the facilities/gadgets as required to smooth conductance for inspection remotely.
40.	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.
41.	<p>Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017</p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint</p>



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venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity Incorporated. established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country: or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a Citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership Interest or who exercises control through other means,

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions Including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together. or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;

4. Where no natural person is Identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall Include identification of the author of the trust. the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note- The above clause shall not be applicable for the bidders from those countries (even if sharing a land order with India) to which the Government of India (GoI) has extended lines of credit or in which the GoI is engaged in development work.

42. Minimum E&C Charges shall be 10 % instead of 20 % as mentioned in Clause No 3 (Instruction to Bidders) of GCC Rev-07.



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43. 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.

44. 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:

- Offer forwarding/ Covering letter & Documents required for meeting Technical & Financial PQRs
- Local content certificate in line with Make in India Order dated 16.09.2020.
- Certificate as per Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.
- Un-price bid, annexure-II (Cost of Withdrawal of Deviation) and Price bid along with annexure-II on BHEL e-procurement portal (<https://eprocurebhel.co.in/nicgep/app>)

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

Gaurav Garg

Dy. Manager /BOP

Enclosures: - (1) SCC of the project (2) BOQ cum Price Format (3) Technical Specifications (4) Technical & Financial PQR (5) Format for Certification of Local Content as per Make in India Order (6) Format for Certificate as per Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance