

TENDER SPECIFICATION

Ref: BHEL/PSSR/SAS/SCT/T-19/2023-24

Date: 01.11.2023

**Renovation & Modernization work of Unit 1,2,3 -
Dismantling, Refurbishment, Testing, Re-assembly
and Re-Commissioning including Materials Handling
as per SOW at KPCL- Nagjhari HEP(6x150MW)**

DUE DATE FOR SUBMISSION: **11.00 Hrs. – 13.11.2023**

VOLUME-I BOOK-I

TECHNOCOMMERCIAL BID - Consists of Book- I & Book- II

Book- I Consists of

- Notice Inviting Tender
- Technical Conditions of Contract (TCC)—Volume-1A

Book-II consists of

- Volume-IB: Special conditions of Contract-TG Package,
- Volume-IC: General conditions of Contract,
- Volume-ID: Forms & Procedures



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Power Sector - Southern Region - Services After Sales,
BHEL Integrated Office Complex (3rd Floor),
TNEB Road, Pallikaranai, Chennai - 600100.

NOTICE INVITING TENDER (NIT)

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Submission only through E-Procurement Portal

<https://eprocurebhel.co.in>

Note: Bidder may download Tender Documents from web sites

To,

Dear Sir / Madam

Sub: NOTICE INVITING TENDER

Online Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned below) through E-Procurement Portal <https://eprocurebhel.co.in> only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

This tender shall be under category of National Competitive Bidding (NCB).

1.0 Salient Features of NIT

Sl. No	ISSUE	DESCRIPTION	
i	TENDER No:	BHEL/PSSR/SAS/SCT/T-19/2023-24 Date: 01.11.2023	
ii	Broad Scope of Work	Renovation & Modernization work of Unit 1,2,3 - Dismantling, Refurbishment, Testing, Re-assembly and Re-Commissioning including Materials Handling as per SOW at KPCL- Nagjhari HEP (6x150MW)	
iii	DETAILS OF TENDER DOCUMENT		
a	VOLUME-IA BOOK-I	Technical Conditions of Contract (TCC)	Applicable
b	VOLUME-IB	Special conditions of Contract - TG PACKAGE	Applicable
c	VOLUME-IC	General conditions of Contract	Applicable
d	VOLUME-ID	Forms & Procedures	Applicable
e	VOLUME-II	Price Schedule (Absolute value).	Applicable
iv	Issue of Tender Documents	1. This is an E-tender floated online through our E-Procurement Portal https://eprocurebhel.co.in 2. Issue Start: 01.11.2023 3. From BHEL website (www.bhel.com->Tender->Notifications): Tender documents for bidder's reference	Applicable

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		can be downloaded from this website till due date of submission.	
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date: 13.11.2023, Time: 11:00 Hrs</p> <p>The bidder should submit their offer online in e-Procurement portal at https://eprocurebhel.co.in Offers are invited in two-parts only.</p> <p>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website. Hard copy bid or bids through E-mail / fax shall not be accepted.</p>	Applicable
vi	OPENING OF TENDER	<p>Date: 13.11.2023, Time: 15:00 Hrs</p> <p>Notes:</p> <p>(1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time.</p> <p>(2) Bidder may record their presence online, during tender opening. However, this being an e-tender it shall be opened online.</p>	
vii	EMD AMOUNT	<p>Rs.20,00,000/- (Rupees Twenty Lakhs only)</p> <p>Notes:</p> <p>(1) EMD Exemption for MSEs is not applicable for this tender.</p> <p>(2) One time EMD is not applicable for this tender.</p> <p>Refer clause 2.0 of NIT for mode of deposit of EMD.</p>	Applicable
viii	Last Date For Seeking Clarification	<p>Bidders may submit their queries at least 3 days before the scheduled due date of offer submission along with soft version also, addressing to undersigned & to others as per contact address of Tender issuing department given below:</p> <p>For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.</p>	Applicable

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ix	Reverse Auction	<p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com on “supplier registration page”) for this tender.</p> <p>RA shall be conducted among all the techno-commercially qualified bidders.</p> <p>Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA.</p> <p>In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.</p>	Applicable
x	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com->Tender Notifications), and portal https://eprocurebhel.co.in Bidders to keep themselves updated with all such information. This also form part of tender hence the same shall be enclosed with their offer.</p>	Applicable
xi	Tender issuing department contact details	<p>Routine correspondences regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued shall be posted in https://eprocurebhel.co.in Any other queries may be addressed directly to the tender issuing department as mentioned below:</p> <p>1. Shri. T Sravana Kumar Phone: 040 27700827 Mobile: 09866734076 E-mail: sravankt@bhel.in</p> <p>2. Shri. M Sai Kiran Phone: 044 2458 9563 Mobile: 9490493201 E-mail: saikiranm@bhel.in</p>	

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xii	<p>PRE QUALIFICATION CRITERIA (TECHNICAL)</p>	<p>(A) Bidder should have EXECUTED at least two units of any one type or from any of the combinations below, against direct order from BHEL / PSUs / State Electricity Utilities/ Equipment owners in last 7 (SEVEN) years, ending on latest due date of submission of offer</p> <p>1) Vertical Hydro Turbine generator with Pelton turbine of ≥ 30 MW OR 2) Vertical Hydro Turbine generator with Francis turbine of ≥ 10 MW OR 3) Vertical Hydro Turbine generator with Kaplan turbine of ≥ 6 MW OR 4) Vertical Reversible Pump Turbine generator ≥ 10 MW OR 5) Vertical Francis Type Pump motor ≥ 10 MW</p> <p>Note: 1) Relevant Supporting Documents of WORK ORDER COPY AND WORK COMPLETION CERTIFICATES shall be submitted. Work completion certificates are not required if works are executed under BHEL.</p> <p>2) The word EXECUTED means: The work shall have been completed upto Spinning in case of Turbine-Generator / Dry run in case of Pump-Motor (Spinning / Dry run date shall be considered for evaluation) even if the contract has not been completed or Closed.</p> <p>II) Bidder should have valid PAN NUMBER. Relevant Supporting Documents shall be submitted</p> <p>III) NO CONSORTIUM / JV Bidding is allowed for this tender</p> <p>Notes: 1) Credentials submitted by the bidder against “PRE QUALIFYING CRITERIAS” shall be verified for its</p>	Applicable
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		<p>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.</p> <p>2) Consideration of offer may be subject to customer' approval of bidder.</p> <p>3) After satisfactory fulfillment of above criteria and PRE QUALIFICATION CRITERIA (FINANCIAL), offer shall be considered for further evaluation as per NIT and all other terms of the tender.</p>	
xiii	PRE QUALIFICATION CRITERIA (FINANCIAL)	<p>1) Bidder should have average annual turnover of minimum Rs.337.64 Lakhs for the last 3 (three) consecutive Financial Years FYs i.e. FY to be considered shall be 2020-21, 2021-22 & 2022-23.</p> <p>Audited Balance Sheet and Profit & Loss Account for the three Financial Years (FY) as indicated above need to be submitted in support of above.</p> <p>In case audited Financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.</p> <p>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</p> <p>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 above. Net worth = Paid up share capital + Reserves</p>	Applicable

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		<p>3) Bidders must have earned Profit in any one of the three financial years as indicated above. Note: PROFIT shall be “PBT” earned during any one of the three financial years as indicated above.</p> <p>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.</p>	
xiv	Order of Precedence	<p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <p>a. Amendments / Clarifications / Corrigenda / Errata etc issued in respect of the tender documents by BHEL</p> <p>b. Notice Inviting Tender (NIT)</p> <p>c. Price Bid</p> <p>d. Technical Conditions of Contract (TCC)—Volume-1A</p> <p>e. Special Conditions of Contract (SCC)—Volume-1B</p> <p>f. General Conditions of Contract (GCC)—Volume-1C</p> <p>g. Forms and Procedures —Volume-1D</p>	Applicable
xv	Validity of offer	<p>The rates should be quoted as given in the tender schedule with validity up to 06 months from the latest due date of offer submission (including extension, if any)</p>	Applicable
xvi	Integrity Pact and Details of Independent External Monitor (IEM)	<p>a. Integrity Pact (IP) is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.</p> <p>Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL:</p> <p>1. Shri Otem Dai, IAS (Retd.) E Mail: iem1@bhel.in</p>	Applicable

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		<p>2. Shri Bishwamitra Pandey, IRAS (Retd.) E Mail: iem2@bhel.in</p> <p>3. Shri Mukesh Mittal, IRS (Retd.) E Mail: iem3@bhel.in</p> <p>b. The IP as per format given in NIT of this tender is to be submitted (duly signed by the authorized signatory) along with Techno Commercial Bid (Part1, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.</p> <p>c. Please refer section- 8 of the IP (refer the format given in NIT) for Role and Responsibilities of IEMs.</p> <p>In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEMs. All correspondence with the IEMs shall be done through E-mail only.</p> <p>Note: No routine correspondence shall be addressed to the IEM (Phone / Post / E mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing department's officials whose contact details are provided at sl. xi.</p>	
xvii	Customer approval	All technically qualified bidders list will be forwarded to KPCL- Nagjhari HEP customer for further approval. Bidders approved by KPCL- Nagjhari HEP customer shall be considered for further processing of tender and price bid opening/reverse auction as applicable.	Applicable
xviii	Cost of Tender	Free	--
xix	Evaluation currency	Indian Rupees	Applicable

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2.0 **MODE OF DEPOSIT OF EMD (MSMED and NSIC are not acceptable towards EMD)**

EMD for this tender shall be **Rs.20,00,000/-** (Rupees Twenty Lakhs only)
Offers submitted without EMD will be liable for rejection.

•Modes of Deposit: The EMD may be accepted only in the following forms

- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
- ii) Electronic Fund Transfer credited in BHEL account (before tender opening).

For Electronic Fund Transfer the details are as below:-

I) Name of the Beneficiary -: Bharat Heavy Electricals Limited

II) Bank Particulars

- a) Bank Name -: State Bank of India
- b) Bank Telephone No.(with STD code)-: 044 - 2433 0583 / 2433 0407
- c) Branch Address-: SBI Saidapet Branch 00912, No.80-A, Chevalier Sivaji Ganesan Salai, South Boag Road, T.Nagar, Chennai-17
- d) Branch Code -: 00912
- e) 9 Digit MICR Code of the Bank Branch -: 600002045
- f) Bank Account Number -: 10610819499
- g) Bank Account Type -: Cash Credit Account
- h) 11 Digit IFSC Code of Beneficiary Branch-: SBIN0000912
- i) Details for SFMS (Structured Financial Messaging System) transmission of BG

Bank and Branch	SBI TFCPC Branch
Branch Code	5056
IFSC Code	SBIN0005056

On transfer of amount through EFT, receipt of the same to be submitted as mentioned in clause no. 4.0.

- iii) Banker's cheque/Pay order/Demand draft, in favor of BHEL payable at Chennai (along with offer).
- iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Insurance Surety Bonds
- vi) In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in the forms described above in clause no. 2.0 (i) to (iv) and the remaining amount over and above Rs. Two Lakhs in the

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form of Bank Guarantee from Scheduled Bank (along with the Offer).

Note:

- a) Proforma for Bank Guarantee for EMD- Form WAM 23 is enclosed with this Tender in Volume-1A Part II.
- b) The Bank Guarantee shall be valid for at least six months from the due date of tender submission mentioned in the Notice Inviting Tender.
- c) Date of Expiry of Claim shall be as given in Proforma of Bank Guarantee (in lieu of Earnest Money)-Form WAM 23.

If EMD is submitted in the mode of (iii) Bankers cheque/pay order/DD or (iv) FDR or (v) Bank Guarantee, the same should be forwarded along with covering letter mentioning the tender reference, description & due date for tender submission (mention the same details on envelope also) to the following address so as to reach us on/before due date.

Manager - Sub Contracts,
Bharat heavy Electrical Ltd.,
Power Sector - Southern Region - Services After Sales,
BHEL Integrated Office Complex (3rd Floor),
TNEB Road, Pallikaranai,
Chennai - 600100.
Phone: 044 2458 9538.

EMD will be forfeited as per NIT Conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes a modification in his tender which is not acceptable to BHEL.
 - ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/Contract.
- EMD given by all unsuccessful tenderers will be refunded normally within 15 days of award of work.
 - EMD shall not carry any interest.
 - EMD of successful tenderer will be retained as part of Security Deposit.
 - EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of Business dealings with suppliers/contactors" and forfeited / released based on the action determined under these guidelines.

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(Note -: In case of E-Tenders, proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected).

3.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates / Price including discounts / rebates, if any, mentioned anywhere / in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

4.0 **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement portal <https://eprocurebhel.co.in>. The bidder should respond by submitting their offer online only in our e-Procurement portal at <https://eprocurebhel.co.in>. Hard copy bid or bids through email/fax shall not be accepted.

Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT EMD (in physical form) as mentioned below:

a. Technical Tender (UN priced Tender)

All Technical details (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):

- i. Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 2.0.
- ii. Technical Bid (without indicating any prices).

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- 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.
- 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

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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.

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.

DO NOT'S

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.

Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)

BHEL has finalized the e-procurement service Provider:-

NIC PORTAL (<https://eprocurebhel.co.in>)

For E-PROCUREMENT ASSISTANCE & TRAINING, NIC PORTAL HELPDESK CONTACTS AS PER FOLLOWING: -

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

Email Support: support-eproc@nic.in

The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION) and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the eprocurement secured site and take part in the tendering process.

The contact details of the DSC Certifying Authority as given below:

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Sl. No.	Name	Website Link
1	(n) Code solutions	https://www.ncodesolutions.com/
2	e-Mudhra	https://www.e-mudhra.com/
3	Safescrypt	www.safescrypt.com

Vendors are also requested to go through seller manual available on <https://eprocurebhel.co.in>

5.0 **DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING in EPROCUREMENT PORTAL [HTTPS://EPROCUREBHEL.CO.IN](https://EPROCUREBHEL.CO.IN) SHALL BE AS DETAILED BELOW:**

Sl.No	Description	Remarks
	Techno-Commercial Bid CONTAINING THE FOLLOWING:-	
i	Covering letter / Offer forwarding letter of Tenderer.	
ii	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under Sl No (i) above. as per F-3 (Rev 00) of FORMS & PROCEDURES of GCC</p> <p>Note: 1. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be attached along with document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. 2. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding. (i) In case of acceptance of the deviations, appropriate loading shall be done by BHEL (ii) In case of unacceptable deviations, BHEL reserves the right to reject the tender.</p>	Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in .
iii	All Amendments / Correspondences / Corrigenda /	

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	Clarifications / Changes / Errata etc. pertinent to this NIT.
iv	NIT document along with Scope of works, specific conditions, HSE PLAN FOR SITE OPERATIONS BY BHEL'S SUBCONTRACTORS and GENERAL & SPECIAL CONDITIONS OF CONTRACT [FOR SERVICES JOB] and Un-priced price bid (price bid without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item)
v	EMD Remittance Proof
vi	Declaration by bidder for price opening through Reverse Auction.
vii	Integrity Pact as per the format (Annexure-7)
viii	Declaration by bidder regarding NIL Insolvency proceedings (Annexure-8).
ix	Declaration regarding related firms (Annexure-9)
x	Declaration regarding minimum local content in line with revised public procurement (preference to Make In India), order 2017 (Annexure-10)
xi	Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017 (Annexure-11).
xii	Bank Account Details for E-Payment (Annexure-12)
xiii	Work order copies & work completion certificates as mentioned in pre-qualification criteria
xiv	Financial documents as mentioned in pre-qualification criteria
xv	PAN NO & Photo Copy of PAN CARD.
xvi	Photo Copy of GSTN Registration Certificate.
xvii	Photo Copy of PF Registration certificate
xviii	Photo Copy of ESI Registration certificate

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xix	Submission of Copy of Registration/ Incorporation certificate, Partnership Deed (Certified by Notary Public) as applicable for firm	
xx	Power of Attorney for Submission of Tender / Signing Contract Agreement	
xxi	Check list as per Annexure-2	
xxii	Any other details preferred by bidder with proper indexing.	
<p>Caution to Bidders: - The duly signed & stamped copies of NIT document along with Scope of works, specific conditions, HSE PLAN FOR SITE OPERATIONS BY BHEL'S SUBCONTRACTORS and GENERAL & SPECIAL CONDITIONS OF CONTRACT [FOR SERVICES JOB] and Un-priced price bid are to be attached under the form Techno-commercial Bid. For any further queries, Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in.</p>		

Sl.No	Description	Remarks
i	<p>Price/ Total Amount corresponding to the total works as specified shall be quoted in the format named 'PRICE BID. Format to quote Total Amount' available in e-Procurement portal under 'Packet details -> Tender covers -> Finance '(Cover Type Description – Price Bid).</p> <p>Bidders to note that total amount quoted by the bidder in this format shall be considered for evaluation of offer.</p>	Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in .

SPECIAL NOTE:

- i) All documents / annexures submitted with the offer shall be properly attached / entered / uploaded in the respective sections. BHEL shall not be responsible for any missing documents.
- ii) Your offer & documents submitted along with offer shall be signed & stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.

6.0 Deviation with respect to tender clauses and additional clauses / suggestions / in Techno-commercial bid / Price bid shall NOT be

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considered by BHEL. Bidders are requested to positively comply with the same.

7.0 Bid should be free from correction, over writings using corrective fluid etc. Any interlineation, cutting erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

8.0 **TOTAL PRICE:**

8.1 Prices quoted will be taken as the TOTAL PRICE FOR CARRYING OUT THE ENTIRE WORK AS PER THE SCOPE OF WORK SPECIFIED AND ALL THE RELEVANT DETAILS FURNISHED IN THIS TENDER. The rates should be quoted both in figures and in words. All corrections to be initialed. In case of variance between figures and words, the rates advantageous to BHEL shall be taken as final for all purposes.

8.2 The rates offered shall be firm inclusive of everything and no variation will be allowed whether in cost of labour or any other factor affecting the price of the contract.

8.3 BHEL does not bind itself to accept the lowest tender. BHEL reserves the right to accept or reject the lowest or any other tender without assigning any reason and the work may be allotted to one or more than one contractors.

9.0 **SECURITY DEPOSIT**

9.1 **Please refer clause 1.10 of General Conditions of Contract for security deposit related clauses and mode of deposit.**

10.0 The entire work shall be carried out by the successful bidder as decided by Resident Manager / BHEL / SAS with the best skills and know how available. The scope of work is only an indicated and not exhaustive. However, successful bidder should abide by the decision of the Resident Manager for any variations of the work.

11.0 Any deductions made by customer from BHEL towards non-compliance of statutory requirement, safety requirement, etc. by the contractor engaged by BHEL, will be recovered from any of the dues payable to contractor.

11.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, 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.

12.0 For any clarification on the tender document, the bidder may seek the same in clarification provision available in e-procurement portal <https://eprocurebhel.co.in> or writing or through e-mail, as per specified format, within the scheduled date for seeking clarification,

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from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

- 13.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 14.0 In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc or requirements of different codes / standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages / other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting / submission of offer, else BHEL's interpretation shall prevail.
- 15.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 16.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 17.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the pre-qualification criteria specified in this NIT, past performance and approved by KPCL- Nagjhari HEP customer etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right NOT to consider offers of parties under HOLD.
- 18.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful / Disqualified bidders under intimation to the respective bidders.
- 19.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents / proofs, these shall be submitted immediately.
- 20.0 The bidder may have to produce original document for verification if so decided by BHEL.

NOTICE INVITING TENDER (NIT)

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

22.0 Commitment by BHEL:

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

22.2 Commitment by Bidder / Supplier / Contractor:

22.2.1 The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1898 or any other law in force in India.

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

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

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1898 or any other law in force in India, then, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

23.0 **Consortium bidding (or technical tie up)** – Not applicable for this tender.

24.0 In case the bidder is an “Indian Agent of Foreign Principals”, ‘Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

25.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

26.0 **Clauses of Deduction**

a. Any job if carried out leads to safety regulation violation then the contractor will be penalized appropriately by the management.

NOTICE INVITING TENDER (NIT)

- b. Failure to comply with EHS guidelines.
- c. Any activity that leads to the disruption in the production activities that are being carried out without any written approval will be penalized.
- d. Damage to property will be recovered from the contractor.
- e. Non-compliance of statutory requirements.

27.0 **LABOUR LAWS:**

The Governing Acts as applicable and as amended shall be strictly followed. Some of such acts are given below. List of Labour legislation under which compliance, maintenance of registers and sending of returns shall be ensured by contractor. While complying with the Act complying with relevant rules issued under the said Acts and administrative circulars there on shall also be ensured by the contractor.

- a. The Factories Act, 1948
- b. The Contract Labour (R&A) Act, 1970
- c. The Employees Provident Fund and Misc. Provision Act, 1952
- d. The Employees' Compensation Act, 1923
- e. The Minimum Wages Act, 1948
- f. The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996
- g. The Building and Other Construction Workers Welfare Cess Act, 1996
- h. The Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
- i. The Payment of Wages Act, 1936
- j. The Payment of Bonus Act, 1965
- k. Maternity Benefit Act, 1971
- l. The Child Labour (Prohibition And Regulation) Act, 1986
- m. The Employees' State Insurance Act, 1948
- n. Equal Remuneration Act, 1976
- o. The Industrial Disputes Act, 1947
- p. The Payment of Gratuity Act, 1972
- q. The Trade Union Act, 1926
- r. The Apprentices Act, 1961
- s. Industrial Employment (Standing Orders) Act, 1946
- t. The Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959.
- u. Any other acts/rules as may be applicable from time to time

28.0 STATUTORY REQUIREMENTS LIKE PF, ESI CLEARANCE AS PER KARNATAKA GOVT. AND AS PER KPCL- Nagjhari HEP – HRD TO BE FULLY COMPLIED WITH. ANY SPECIAL RULES OR ALLOWANCES APPLICABLE AS PER KPCL- Nagjhari HEP – HRD TO BE FULLY COMPLIED WITH.

29.0 The offers of the bidders who are on the banned/hold list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site “www.bhel.com → tender notification”.

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30.0 "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."

31.0 **SUSPENSION OF BUSINESS DEALINGS**

"BHEL reserves the right to take action against contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time displayed on BHEL website <http://www.bhel.com>".

32.0 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.

Bidder shall submit duly filled & signed DECLARATION REGARDING RELATED FIRMS along with their techno-commercial offer.

32.1. 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

NOTICE INVITING TENDER (NIT)

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;
- 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.

33.0 In view of the Post COVID scenario, successful bidder must abide by the statutory requirement and guidelines issued by central government and respective state governments (from time to time) during mobilisation and execution of the work. BHEL shall not compensate against any claim of the successful bidder on above account.

34.0 Special arrangements to be made for tackling COVID-19 pandemic – Contractor shall make arrangements for stay of workers within their premises as far as possible and/ or adjacent building and for implementation of STANDARD OPERATING PROTOCOL (SOP) as per government order. The transportation of workers to work place shall be arranged by the contractor in dedicated transport by ensuring social distance. Any person violating the COVID -19 measures published vide government order time to time will be liable to be proceeded for legal action as per the government order. Following shall be observed in work place:

34.1 All work places shall have adequate arrangements for temperature screening and provide sanitizers at convenient places.

34.2 Work places shall have a gap of one hour between shifts and will stagger the lunch breaks of staff, to ensure social distancing.

34.3 Use of AROGYA SETU will be encouraged for all employees both private and public.

34.4 Contractor shall sanitize their work place between shifts.

34.5 Large meetings to be prohibited. Spitting shall be strictly prohibited. Wearing of face cover is compulsory.

34.6 Government order (local/state/center) being issued time to time for protective measures of COVID-19 pandemic shall be complied with strictly until government (local/state/ center) declares end of pandemic.

34.7 Standard operating procedure for social distancing for workplace and offices

The following measures shall be implemented by contractor for their office and workplaces:

NOTICE INVITING TENDER (NIT)

1. All areas in the work premises including the following shall be disinfected completely using user friendly disinfectant mediums:
 - a. Entrance gate of work place, office, if any
 - b. Cafeteria and canteens, if any
 - c. Meeting room, conference halls/ open area available/ verandah/ entrance gate of site, bunkers, porta cabins, buildings, etc.
 - d. Equipments and lifts
 - e. Washroom, toilet, sink, water points, etc
 - f. Wall/ all other surfaces
 2. For workers coming from outside, special transportation facility shall be arranged without any dependency on the public transport system. These vehicles should be allowed to work only with 30- 40% passenger capacity.
 3. All vehicles and machinery entering the premise should be disinfected by spray mandatorily.
 4. Mandatory thermal scanning of everyone entering and exiting the work place to be done.
 5. Medical insurance for the workers to be made mandatory.
 6. Provision for hand wash & sanitizer preferably with touch free mechanism shall be made at all entry and exit points and common areas. Sufficient quantities of all the items should be available.
 7. Work places shall have a gap of one hour between shifts and will stagger the lunch breaks of staff, to ensure social distancing.
 8. Large gatherings or meetings of 10 or more people to discouraged. Seating at least 6 feet away from others on job sites and in gatherings, meetings and training sessions.
 9. Not more than 2/4 persons (depending on size) will be allowed to travel in lifts or hoists.
 10. Use of staircase for climbing should be encourages.
 11. There should be strict ban of gutka, tobacco, etc. and spitting should be strictly prohibited.
 12. There should be total ban on non-essential visitors at sites.
 13. Hospitals/ clinics in the nearby areas, which are authorized to treat COVID-19 patients, should be identified and list should be available at work place all the times.
 14. In addition to the above, Contractor shall strictly follow all the SOPs issued from time to time by BHEL, Customer, local authorities, State Government and Central Government.
- 35.0 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.

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36.0 ***The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.***

37.0 **PREFERENCE TO MAKE IN INDIA:** “For this procurement, the local content to categorize a supplier as a 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 in India), Order 2017 dated 04-06-2020 issued by DPIIT. In case of subsequent orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”.

Duly filled & signed Form (Declaration regarding minimum local content in line with revised public procurement (preference to Make In India), order 2017), as applicable, to be submitted by bidders along with their techno-commercial offer.

38.0 **Compliance to Restrictions under Rule 144 (xi) of GFR 2017**

- 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. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 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 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

NOTICE INVITING TENDER (NIT)

- 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 shareholders 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. However, in this regard, relevant provisions of GSCC shall also be applicable.

Note:

The bidder shall provide undertaking for their compliance to this Clause, in the Format (DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017).

Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

NOTICE INVITING TENDER (NIT)

- 39.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 40.0 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening.
- 41.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The Integrity Pact is to be submitted by Prime Bidder & Consortium/ Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.
- 42.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page".
- 43.0 *In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.*
- 44.0 **BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).**
- 45.0 **PVC shall be applicable for this tender as per clause 2.17 of GCC.**
- 46.0 **ORC is not applicable for this tender.**

For and on behalf of BHEL,

Sd/-

**(T Sravana Kumar)
Manager/SCT**

NOTICE INVITING TENDER (NIT)

ANNEXURE - 2

CHECK LIST

NOTE: - Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm / Company		
3a	Details of Contact person for this Tender: Name : Mr / Ms Designation: Telephone No: Mobile No: Fax No: E-mail ID:		
3b	Details of alternate Contact person for this Tender: Name : Mr / Ms Designation: Telephone No: Mobile No: Fax No: E-mail ID:		
4	EMD DETAILS	DD No: _____ Date : _____ Bank : _____ Amount: _____ <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of offer	To be valid for 06 months from the latest due date of offer submission (including extension, if any)	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA is understood and filled with proper supporting documents referenced in the specified format	Applicable / Not applicable	YES / NO
7	Audited profit and Loss Account for the last three years submitted (Document should contain UDIN)	Applicable / Not applicable	YES/NO
8	Copy of PAN Card submitted	Applicable / Not applicable	YES/NO
9	Whether all pages of the Tender documents	Applicable /	YES/NO

NOTICE INVITING TENDER (NIT)

	including annexures, appendices etc are read understood and signed	Not applicable	
10	Integrity Pact	Applicable / Not applicable	YES/NO
11	Declaration by Authorized Signatory	Applicable / Not applicable	YES/NO
12	No Deviation Certificate	Applicable / Not applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable / Not applicable	YES/NO
14	Declaration for relation in BHEL	Applicable / Not applicable	YES/NO
15	Non-Disclosure Certificate	Applicable / Not applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable / Not applicable	YES/NO
16	Capacity Evaluation of Bidder for current Tender	Applicable / Not applicable	YES/NO
17	Tie Ups / Consortium Agreement are submitted as per format	Applicable / Not applicable	YES/NO
18	Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable / Not applicable	YES/NO
19	Analysis of Unit rates	Applicable / Not applicable	YES/NO
20	Unquoted price bid submitted or not	Applicable / Not applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE:

SIGNATORY

AUTHORISED

(With Name, Designation and Company seal)

NOTICE INVITING TENDER (NIT)

ANNEXURE - 4

Reverse Auction Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

- M/s. {Service provider
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....} This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - 6 within two working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.

NOTICE INVITING TENDER (NIT)

ANNEXURE – 5

Authorization of representative who will participate in the on line Reverse Auction Process:

01	NAME OF THE BIDDER	
02	NAME & DESIGNATION OF OFFICIAL	
03	POSTAL ADDRESS (COMPLETE)	
04	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
05	E-MAIL ADDRESS	
06	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

Sign. of the AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

Place:

Date:

NOTICE INVITING TENDER (NIT)

ANNEXURE – 6

RA price confirmation and breakup

(To be submitted by L1 bidder after completion of RA)

To

- M/s. Service provider

- Postal address

CC: M/s BHEL

{UnitAddress-}

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted. Rs.{___ in value & in words___} for item(s) covered under tender enquiry No. {...} dt.{...} Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {.....} District,{.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT} as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {___ in nos. & in words ___} days.

The price break-up is as given below.

Total-

Rs. in value & in words

=====
=====
=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

NOTICE INVITING TENDER (NIT)

Annexure-7

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for BHEL/PSSR/SAS/SCT/T-19/2023-24 Date: 01.11.2023, Renovation & Modernization work of Unit 1,2,3 - Dismantling, Refurbishment, Testing, Re-assembly and Re-Commissioning including Materials Handling as per SOW at KPCL- Nagjhari HEP(6x150MW). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

Page 1 of 5

NOTICE INVITING TENDER (NIT)

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

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Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is

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independent in nature and the advice once tendered would not be subject to review at the request of the organization.

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

NOTICE INVITING TENDER (NIT)

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

T. Sravana Kumar
(T. SRAVANA KUMAR)
Manager / Contracts
For & On behalf of the Principal
(Office Seal)
Place Chennai
Date 01/11/2023

Witness: M. Sankaran 01/11/2023
(Name & Address) M. SAIKIRAN
ENGR/BHEL PSSR SAS.

For & On behalf of the Bidder/ Contractor
(Office Seal)

Witness: _____
(Name & Address) _____

NOTICE INVITING TENDER (NIT)

ANNEXURE – 8

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No:

I/We, _____ declare that,
I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/ authorities, which will render us ineligible for participation in this tender.

Sign. of the AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

Place:

Date:

NOTICE INVITING TENDER (NIT)

ANNEXURE – 9

DECLARATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Date: _____

To: _____

Address: BHEL, _____

email : _____

Sub: Details of related firms and their area of activities

Dear Sir/ Madam,

Please find below details of firms owned by our family members (“Family” shall mean: (a). parent, (b). husband/wife (c). sons/daughters (including adopted children) and their spouse, (d). full blood siblings (brothers & sisters from common parents) and their spouse) that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable)

01	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
02	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____

Supplier Code: _____

Address: _____

Note: Please mention NIL or Not Applicable in the above table if no related firms is available.

NOTICE INVITING TENDER (NIT)

ANNEXURE 10

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020) AND SUBSEQUENT ORDER(S)

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent Order(s)

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by _____ (specify name of the organization here) has a local content of _____ % and this meets the local content requirement for 'Class-I local supplier' / 'Class II local supplier' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____
3. _____ 4. _____

Thanking you,

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

** - Strike out whichever is not applicable.

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.

2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).

3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

NOTICE INVITING TENDER (NIT)

ANNEXURE 11

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ (specify the name of the organization here), is not from such a country / has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)); and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (attach relevant valid registration, if applicable).

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

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ANNEXURE 12

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and ENDORSED (SIGNED & STAMPED) BY THE BANK to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name and Address:
2. Beneficiary Account No.:
3. Type of A/C (CC/Current)
4. Bank Name & Branch:
5. City/Place:
6. 9 digit MICR Code of Bank Branch:
7. IFSC Code of Bank Branch:
8. PAN Number of Beneficiary:
9. Beneficiary E-mail ID:
(for payment confirmation)

Note: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same.