



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

Enquiry No- E-7459/2024

Date- 12-Apr-24

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

1. Tender Type	Open Tender (Domestic-Indian)	
2. Mode of Enquiry	E - PROCUREMENT	
3. Project	2 X 800 MW NTPC LARA TPP STAGE-II	
4. End Customer	NTPC	
5. Executing Agency	BHEL-PEM	
6. Package	<b>Gypsum Dewatering Eqpt (Sub-Asbly of FGD)</b>	
7. Whether Package is DIVISIBLE or NON - DIVISIBLE	NON-DIVISIBLE	
8. Due Date & Time	<b>24 April 2024</b>	<b>11:00 AM</b>
9. Earnest Money Deposit (EMD)	EMD applicability	Applicable EMD is to be submitted by the all bidders along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).
	EMD Amount	Rs. 40 Lacs
	Modes of deposit	The EMD may be accepted only in the following forms: i) Electronic Fund Transfer credited in BHEL account (before tender opening) BHEL-PEM account details are as follows: Bank name, State Bank of India Account No: 39922687394 IFSC: SBIN0017313 BRANCH-CAG II NEW DELHI <b>Scanned copy of the transaction receipt to be uploaded under Part-I bid.</b> ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer). iii) Fixed Deposit Receipt (FDR) iv) Bank Guarantee from any of the Scheduled Banks (As per enclosed format) <b>in favour of BHEL-PEM</b> v) Insurance Surety Bonds. <b>Bidders to note that if original EMD (in form of Banker's cheque/ Pay-order/ Demand draft/FDR/BG/Insurance Surety Bonds) is not received within 5 days from Part I bid opening date, offer submitted will be liable for rejection.</b>



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	Validity period of EMD	<p>The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p>EMD shall not carry any interest</p>	
	Forfeiture of EMD	<p>I. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>II. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on <a href="http://www.bhel.com">www.bhel.com</a>)" and forfeited/ released based on the action as determined under these guidelines.</p>	
	Return of EMD	<p>I. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, Bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.</p>	
10. Security Deposit (SD)	NIL		
11. Tender Cost	NIL		
12. Numbers of Part bid	<b>2-Part bid (Techno-commercial and price bid)</b>		
13. Technical Scope	As per Tech. Spec No: PE-TS-508-571-A101 (REV-00)		
14. Pre-Bid clarifications	Bidders to contact BHEL-PEM (over phone/mail/visit-BHEL-PEM) for any clarification (technical or commercial) at least 05 days before due date of tender opening & get it clarified well before due date so that offers by the bidders may be submitted within due date & time.		
15. Schedule of Pre-Bid Meeting	Pre - Bid meeting may be conducted, if required, and the same shall be communicated through corrigenda for this tender enquiry before technical bid opening.		
16. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES	
17. Delivery terms	For Supply Portion: FOR Despatch station		
18. Delivery Schedule: -			



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Engineering	Drawing/ documents submission & re-submission schedule shall be as per Technical Specification: PE-TS-508-571-A101
Main Supply along with commissioning spares("A")	405 days from the date of PO.
Mandatory Spares	90 days from BHEL clearance date.
Supervision of E&C	Bidder to depute their personnel at site within 04 weeks from the date of intimation by BHEL.
PG Test	Bidder to depute their personnel at site within 04 weeks from the date of intimation by BHEL.
Training	Bidder to arrange for training within 04 weeks from the date of intimation by BHEL.

**Notes:**

- a. Supplier to start manufacturing/supply only after getting the applicable engineering Drgs. /docs approved from BHEL/End Customer.
- b. Drawings /documents submission/re-submission schedule shall be as per Technical specification (PE-TS-508-571-A101) which shall be used for progress monitoring purpose and required course correction, if any.
- c. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- d. The delivery conditions specified are for contractual purposes. However, to meet project requirement, BHEL may ask for early deliveries without any compensation thereof.

**2.0 Validity of contract (PO rates, terms and conditions):**

Vendor has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances if delay happens in providing inputs/ clearances (inputs, Engineering approvals, deputing inspector for inspection, issuance of MDCC and any hold imposed owing to site issues etc.) for which delivery time extension is admissible as per point no.3, in such situation it shall be obligatory at vendor part to execute the contract at PO rates, terms and conditions where inputs/ clearances has been accorded within validity of contract. Validity period for various activities shall be as defined below or as mentioned in the NIT.

2.1 Contract for main supply shall be valid for 550 ('C') days from the PO date. However, delay at vendor's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at vendor's end.

For example: Original Delivery period for main supply: A (in days)

Delay at vendor's end: B (in days beyond "A" days)

Contract validity: C+B (in days)

**2.2 Validity of the contract for Mandatory spares, Supervision of E&C & Training:**

Validity of contract for services (Supervision of E&C) shall be one year over and above contractual validity period for main supply including quantity variation (if any) as specified at point no. 2.1 above

**2.3 Validity of the contract for PG Test**

Validity of contract for PG test shall be till completion of the PG Test.

**Notes:**



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- a. B is the Vendor delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.
- b. Main supply, applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by vendor/supplier at PO rates, terms and conditions.
- c. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

**3.0 Delivery Extension: Extension of contractual delivery time:**

Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the vendor and review/approval of the same by the BHEL/End customer), manufacturing, inspection, Packing and dispatch time. Due diligence is to be observed by the vendor to ensure timely completion of engineering and supply.

During the execution of the contract, time loss occurred owing to the reason attributable to BHEL besides force majeure shall be considered for delivery time extension to the vendor as given below: -

- i. Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT.
- ii. Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the vendor (i.e. resubmission owing to end customer comments) as certified by BHEL. Time extension equivalent to the resubmission time noted in the tech. spec and consequential increase in the approval time in lieu of increase in iteration shall be applicable. However, for incomplete re- submission time loss shall be in vendor account.
- iii. Delay in providing engineering input/material by BHEL.
- iv. Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC
- v. Any hold put by BHEL for whatever reasons during execution of contract (within contract validity period), time extension equivalent to hold period shall be admissible. However, in the event hold period continues for more than 30 days then, an additional fifteen days for the purposes of mobilization and demobilization of resources shall also be admissible.

Note: Extension in delivery period if any with or without imposition of LD shall be considered after detailed delay analysis based on provisions given above. However, no delay analysis will be applicable if supply is completed within delivery schedule as specified in Purchase order.

19. Prices shall be Firm till completion of contract.	PVC Formula, If applicable :- NA
20. CIF Content	Not Available.
21. Integrity Pact Applicability	YES

22. In line with cl. No. 12 of (ITB) GCC Rev07, following Independent External Monitors (IEMs) have been appointed by BHEL.

Shri Otem Dai, IAS (Retd.) (iem1@bhel.in)  
Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in)  
Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)

23. Performance Security (PS)	PS applicability	Applicable <b>Validity of PS:</b> As per clause no-11.0 of GCC Rev-07. <b>PS Submission:</b> PS should be in favour of BHEL-PEM.
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	I	Initially 10% of the contract value (total Ex-works price). However, 5% of the contract value (as above) will be released after completion of Main Supply based on certification by Project Group/Purchaser
		OR
	II	5% of the contract value (total Ex-works price). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of Main Supply based on certification by Project Group/Purchaser
	Modes of deposit	<p>Performance security may be furnished in the following forms:</p> <p>a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>c) Fixed Deposit Receipt 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).</p> <p>d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>e) Insurance Surety Bond.</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <p>Performance Security is to be furnished within 14 days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p>
Remarks for PS	<p>a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>b) Performance security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p>	



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		The Performance Security shall not carry any interest.
24. Breach of contract, Remedies and Termination (Tenderer to note that this clause will supersede any clause regarding recovery amount from Tenderer due to Breach on contract mentioned anywhere in GCC Rev07 and its corrigendum)	In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:  (i) encashment of security instruments like EMD, Performance Security with executing agency (PEM) against the said contract  (ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Vendor, retention amount etc. with executing agency (PEM)  (iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL  (iv) if recovery is not possible then legal remedies shall be pursued	
25. <b>Tender Evaluation</b> - The evaluation currency for this tender shall be INR. Evaluation will be done on overall L1 (Total Package Price including Freight excluding taxes) 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		
26. <b>Terms &amp; Conditions:</b> - The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), GCC Rev 07 & Corrigendum 01 to GCC Rev-07 which is available on <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> and other Terms and Conditions included in this Enquiry Letter.		
27. <b>Payment Terms:</b>  1. <b>Main Supply:</b> Payment of basic price of materials supplied, as per PO/ approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on prorata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as below  i. 10% will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser. ii. 5% shall be released after i) submission of certificate of submission of all the final documents for the package duly certified by Engineering Department of Purchaser and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package to Customer/BHEL, if applicable, as per Order/ Contract.  Note: If the Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract is not conducted up to 36 months from supply completion for reasons not attributable to the vendor, then last 5% security deposit will be released on submission of certificate of all final documents for the package (as per Annexure IX(A) of GCC Rev07), duly certified by Engineering Department of Purchaser. However, PBG for contract shall be released only after completion of contractual obligations.		



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2. **Mandatory spares:** Payment of basic price of supplied materials (as per PO/ approved billing schedule) along with freight and taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as below:

On receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser and on submission of certificate of submission of all the final documents for the package (as per Annexure IX(A) of GCC Rev 07), duly certified by Engineering Department of Purchaser.

3. **Services:** Services charges as per Sl. No. 2.2 of Main price schedule shall not exceed 2% of the Total contract value excluding freight and GST.
- a. Supervision of E&C:100% payment shall be released after successful completion of the activity on pro rata basis, on Site certification/ certification by engineering as applicable.
  - b. Training: 100% payment shall be released after successful completion of the activity on pro rata basis, on Site certification/ certification by engineering as applicable.
  - c. PG Test:100% payment shall be released after successful completion of the activity on pro rata basis, on Site certification/ certification by engineering as applicable.
4. **Engineering:** Engineering charges shall not be more than 5% of main supply (excluding freight and GST) failing which breakup shall be adjusted accordingly from supply price for ordering.
- d. 50% of payment of Engineering charges shall be made against primary engineering drawing /document submission (i.e. submission of primary drawing/ documents as indicated in tender technical specification) against submission of equivalent amount of Bank guarantee as per BHEL format.
  - e. 50% of payment of Engineering charges shall be made against primary engineering drawing /document approval (i.e. approval of primary drawing/ documents as indicated in tender technical specification) against submission of equivalent amount of Bank guarantee as per BHEL format.

**Notes:**

- 1) Vendor to submit Bank guarantee as per prescribed format for each of the above-mentioned payment of Engineering charges and BG shall be valid for at least 18 months from the date of order and further extended till completion of supplies (excluding mandatory spares). In case the recovery of dues does not get completed within the aforesaid BG period, the contractor shall renew the BG or submit fresh BG for the outstanding amount, valid for at least 6 months plus additional three months claim period and further extended till completion of supplies (excluding mandatory spares). These BGs shall be returned after completion of supplies or on recovery of the amount released against the BGs (whichever is earlier).
- 2) The above-mentioned BGs shall be in addition to the Performance Security. Performance Security shall be as per the PS clause mentioned above. Also, the above-mentioned payment shall be subject to submission of PS.
- 3) BHEL is entitled to make recovery of the entire outstanding amount in case the vendor fails to comply with the BG requirement.
- 4) In case of breach of contract, recovery of Engineering charges shall be made in addition to recovery under clause no. 24



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**28. DELAYED DELIVERY**

a) Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total main supply contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total main supply contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

b) LD on service portion (demonstration charges, PG test, installation check, supervision of erection / commissioning charges, engineering charges, O&M, study, calibration charges, type test, AMC, etc.) where delivery for services are defined separately in the NIT. LD shall be applicable @ ½ percent and applicable GST thereon, of the total service portion contract value excluding GST per week or part thereof. However, total LD (main supply and services) shall be limiting to 10% of cumulative total contract value (main supply +services) excluding GST

c) LD on mandatory spares portion where delivery for mandatory spares is defined separately in the NIT. LD shall be applicable @ ½ percent and applicable GST thereon, of the total mandatory spares portion contract value excluding GST per week or part thereof, limiting to 10% of total contract value of mandatory spares excluding GST.

**NOTE:**

i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD as per clause 16. However, if receipted LR date for indigenous supply is beyond 30 days for FTL/ 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.

ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).

iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.

iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay

**29. Bidder to note that this is an Open Tender enquiry & PBO participation 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 the Bidder by Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder in the format. Accordingly, bidders are requested to submit credential 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.pem.bhel.com](http://www.pem.bhel.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.

**30. Clause no 9.6 (excluding notes) of GCTC of GCC Rev. 07 shall be read as-**

"Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as per clause no 9.7.2 – 9.7.5:

a. 90 days for non MSME as per MSMED Act

b. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act



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c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act."

31. Bidders are requested to refer clause no 26.0 (Make in India) of instructions to bidder of GCC Rev 07:

"For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier is as defined in Public Procurement (Preference to Make India), Order 2017 dated 16.09.2020 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."

This package is not divisible in nature. The margin of purchase preference shall be as per order dtd. 16.09.2020. For this tender, offers from only Class I Local and Class II Local Supplier shall be considered.

Bidders are required to provide the following along with the part-1 bid if they want to claim purchase preference as per MII guidelines:

- (i) provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

**Please submit the extract of AGM Resolution of your company regarding appointment of statutory auditor or cost auditor of current year.**

32. Purchase preference to MSE vendor shall be as follows

Since present package is **Non- Divisible**, no purchase preference would be applicable to MSEs bidders over Non-MSEs bidders.

33. **Exchange Rate for Guaranteed Power Consumption (GPC)** – For evaluation, exchange rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I bid in case of two-part bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

34. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website ([www.bhel.com](http://www.bhel.com)), <https://eprocarebhel.co.in/nicgep/app> & BHEL-PEM website ([www.pem.bhel.com](http://www.pem.bhel.com)). Bidders should regularly visit websites to keep themselves updated.

35. For Supply Packages: Transit Insurance shall be in Vendor/Bidder Scope.

36. 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.

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

**Vinod Kumar / SDGM, 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: [vinod.kumar@bhel.in](mailto:vinod.kumar@bhel.in)

**Nitin Kumar / Manager– 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: [nitin.kumar@bhel.in](mailto:nitin.kumar@bhel.in)  
Ph. No. 0120-6748329, 9871497600



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38. GST shall be payable extra at actual as per the HSN code finalised for the items during detailed BBU.
39. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder
40. Bidders to quote freight charges in percentage of their quoted Total Ex-works Prices. Bidder to quote non-zero freight % for supply.
41. Over all (%) quantity variation: The variation on overall package value due to changes in the scope shall be limited to +/-10%
42. Bidders shall Quote for the entire scope. Partial scope is not acceptable.
43. 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.
44. Self-declarations/ auditor's/ accountant's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee
45. Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dated 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.
46. This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-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 items/Package.
47. 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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48. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- 1.0 Integrity commitment, performance of the contract and punitive action thereof:
- 1.1. Commitment by BHEL: 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.
- 1.2. Commitment by Bidder/ Supplier/ Contractor:
- 1.2.1. 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, 1860 or any other law in force in India.
- 1.2.2. 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.
- 1.2.3. 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 malpractices, 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, 1860 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](http://www.bhel.com) and/or under applicable legal provisions”.
49. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common;' or
  - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
  - c) they have the same legal representative/agent for purposes of this bid; or
  - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
  - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2. Indian/foreign agent on behalf of only one principal,
- Or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
50. 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 finalization.



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

51. 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 with Un-price bid, ANNEXURE-II DEVIATION SHEET (COST OF WITHDRAWAL)
- Documents required for meeting Technical & Financial PQRs
- Local content certificate in line with Make in India Order dated 16.09.2020 along with AGM as per clause no. 31 of NIT.
- Certificate as per Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.
- Integrity pact.
- Price bid along with Annexure-II on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>

52. Referring to Note-2 of the Bill of Quantity specified in the Technical Specification; Scope of Interconnected piping (slurry, air and water pipes) along with instruments, valves, rubber lining (wherever applicable), supports, gaskets, fasteners and accessories which is non-integral to Gypsum dewatering system are limited to engineering only and supply shall be made by BHEL. Engineering in bidder's scope includes layout & routing of pipes, preparation of isometric drawing and BOQ.

53. It shall be the responsibility of the bidder to ensure that the tender is uploaded on or before the due date and time. Late offers are not accepted.

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