



Ref. Enquiry No.: E-7524/2024 dated 22.05.2024

<b>DUE DATE</b>
<b>01 JUNE 2024</b>
<b>BY 03:00 PM</b>

Dear Sir/ Ma'am

**Subject: Open tender Enquiry for "Codes & Standards" for 2X800 MW NTPC LARA STPP STAGE II EPC project as per Technical Specification No. PE-TS-508-600-C011**

BHEL invites your offer for supply of Codes and Standards as indicated in document no PE-LC-508-600-C011/11A (BOQ for List of codes) as per the requirements specified for **2X800 MW NTPC LARA STPP STAGE II EPC** project.

Your offer shall be submitted in two parts strictly as per Clause-2.0 of the "Instructions to Bidders" of GCC Rev. 07, in sealed cover for the below mentioned package.

Item Description – Codes & Standards			
Sl. No.	Project	TECHNICAL SPECIFICATIONS	Delivery completion schedule
1	2X800 MW NTPC LARA STPP STAGE II EPC	PE-TS-508-600-C011	As per Annexure A

Your best quotation/offer for the above requirement, in line with tender terms and conditions, should be submitted **online via e-procurement system (NIC portal)**. It shall be the responsibility of the bidder to ensure that the tender is submitted **on or before the due date by 02:00 PM**. Part-I (techno-commercial) bids shall be opened **at 04:00 PM on the day of the due date**.

**Note:** 1. Detailed tender documents have been uploaded on following websites: -  
<https://eprocurebhel.co.in>

**Bidders are requested to upload their best offer on <https://eprocurebhel.co.in> only.**

2. In case bidders are not interested to quote, please send us the regret by e-mail or letter.

**ENQUIRY TERMS AND CONDITIONS:**

1. Offers should be submitted/uploaded separately in two parts **online through e-procurement system** as follows:

**Part-I: TECHNO-COMMERCIAL BID                      Part-II: PRICE BID**

For detailed instructions, please refer GCC Rev 07 & Corrigenda 01 to GCC Rev 07- Instructions to Bidders.

2. Bidders shall submit their offers meeting the requirements of the following tender documents indicated in BHEL PEM GCC Rev- 07 and other Terms and Conditions included in this Enquiry Letter. Web link of GCC Rev 07 & Corrigenda 01 to GCC Rev 07 shall be as below, **bidders may download the GCC Rev 07 & Corrigenda 01 to GCC Rev 07 from the given web link and go through the same before quoting:** - <https://pem.bhel.com/Documents/GCC/GCCRev07.pdf> & [https://pem.bhel.com/Documents/GCC/CORRIGENDA\\_01\\_GCC%20REV%2007.pdf](https://pem.bhel.com/Documents/GCC/CORRIGENDA_01_GCC%20REV%2007.pdf)

3. Bidders to note that following form the part of tender documents:

- General Conditions of Contract (GCC) Rev 07 comprising of: Instructions to Bidders and General Commercial Terms & Conditions
- Technical Specifications
- Technical PQR
- Special Conditions of Contract (SCC Rev.00) of Project.
- Enquiry terms & conditions (NIT) with all attached documents

4. Any hidden conditions/deviations mentioned elsewhere in offer and standard pre-printed terms & conditions of the tenderers shall not be considered valid.

5. Tenders shall be submitted strictly in accordance with the requirements of the above-mentioned tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately in Annexure-II of GCC Rev-07 along with reasons for taking such deviations in the bidding format in E-Procurement portal (NIC portal). Any deviations

Niyati Aggarwal / Mgr/PG I  
PS-Project Engineering Management,  
Power Project Engineering Institute,  
Plot no. 25, Sector – 16A, Noida (UP) 201301, INDIA  
Phone: +91-120-4368726

Regd. Office  
BHEL House Siri Fort  
New Delhi-110049

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(Technical as well as Commercial) not mentioned in the Annexure-II shall not be considered. Bidders to note all the points mentioned in "Notes" of Annexure-II of GCC Rev.07.

6. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per General Conditions of Contracts (GCC, Rev.07), Special Conditions of Contract and Notice Inviting Tender (NIT)" **in case of no deviations.**
7. Unsolicited fresh/revised bids shall not be entertained.
8. If any bidder has mentioned the term "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 by the successful bidder.
9. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
10. Offers should be submitted separately in two parts online through e-procurement system only (NIC portal), however, all correspondence thereof, shall be addressed to the following persons and sent at the following address:

<b>Mr. Manoj Bhardwaj</b> <b>Dy Engineer, PG-I-1</b> <b>E-Mail: manojbhardwaj@bhel.in</b> <b>Ph. No. +91-120- 6748119;</b> <b>Mob: 9990293997</b>	<b>Mr. Sharad Chandra</b> <b>Manager, PG-I-1</b> <b>E-Mail: sharadchandra@bhel.in</b> <b>Ph. No. +91-120- 6748119;</b> <b>Mob: 9540432999</b>
<b>M/s. Bharat Heavy Electricals Ltd.,</b> <b>Project Engineering Management,</b> BHEL Sadan, Third Floor, Plot No 25, Sector-16A, Noida-201301, U.P., INDIA	

11. Evaluation shall be done on Total Cost to BHEL basis (excluding GST) with necessary loading as applicable.
12. **Evaluation Conditions:** Price bid of techno-commercially qualified bidders shall be opened by BHEL. Price are to be inclusive of Packing & Forwarding charges, Freight as applicable, including loading (if any). De-loading (if any) shall be done in line with NIT terms.
13. **Purchase preference to Micro and Small Enterprises (MSEs):** - Purchase preference to MSE bidders shall be applicable as per DoE circular dtd 18.05.2023.
14. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dt. 15/06/2017, 28/05/2018, 29/05/2019 & 04/06/2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.
15. **Pre-Qualifying Requirements:** Bidders have to provide the required details as per TECHNICAL PQR in their Techno-Commercial offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements.
16. **Make In India:**  
Following may please be noted by the bidders:  
**Eligibility of Suppliers:** Since this package falls under the category of goods, services or works in respect of which nodal ministry/ department has communicated that there is a sufficient local capacity and competition, only Class I Local Supplier (as per para no. 3(a) of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT) are eligible to bid.  
Minimum Local Content required for qualifying a bidder as "Class I Local Supplier": As per para no. 5 of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT i.e. 60%.

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Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification as per para 9 of PP-MII order revision dated 16.09.2020. Format enclosed herewith.

17. Bidder to note that this is a conditional Open Tender enquiry subject to following condition: -  
A) Techno-commercial evaluation by BHEL  
B) Offered item should mandatorily conform to PP-MII order provisions.  
C) Qualification of Technical PQR
18. CIF is not available for this package.
19. **Delivery Schedule:** - As per Annexure-A
20. The Evaluation Currency for this tender shall be INR.
21. Overall (%) variation in contract values (due to changes in the scope) shall be limited to +/-30% which will prevail over the quantity variation Cl. No. 6.0 of GCC, Rev. 07.
22. **BID SECURITY/ Earnest Money Deposit (EMD)** – Applicable.
- 22.1 **EMD Amount-** INR 60,000/-
- 22.2 **Modes of Deposit:** EMD shall be accepted only in the following forms:-  
(i) Electronic Fund Transfer credited in BHEL account (before tender opening): BHEL-PEM account details is given at the link <https://pem.bhel.com/Documents/VendorSection/BHELBANKER.pdf>  
(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).  
(iii) Fixed Deposit Receipt (FDR)  
(iv) Bank Guarantee from any of the Scheduled Banks  
(v) Insurance Surety Bonds
- Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at pt.1.2(i)) shall have to be submitted to the Buyer within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut-off date.
- 22.3 The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid/offer validity period. The EMD shall also be extended in case of extension of bid/offer validity.
- 22.4 **Forfeiture and Release/Return of EMD:-**  
i) A Supplier's EMD will be forfeited if the Supplier 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 Supplier fails to furnish the required performance security within the specified period mentioned in the Tender.  
ii) EMD by the Buyer shall be withheld in case any action on the Supplier is envisaged under the provisions of extant "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" of BHEL and forfeited/ released based on the action as determined under these guidelines placed at <https://www.bhel.com/supplier-registration>.  
iii) Bid securities of the unsuccessful Suppliers shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful Suppliers during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation.  
iv) Bid security shall be refunded to the successful Supplier on conclusion of the Order/ receipt of a performance security (if applicable).
- 22.5 EMD shall not carry any interest.
23. **Performance Bank Guarantee:**

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i) upto INR 20 lakh-NIL

ii) > INR 20 lakhs

23.1) Details of PBG amount, mode of submission, forfeit etc. shall be as follows: -

Initially 10% of the Total Ex-Works value. 5% of the Total Ex-Works value (as above) will be released after completion of Main Supply based on certification by PG/Purchaser.

Or

5% of the Total Ex-Works value. Additional 5% of the Total Ex-Works value will be retained from first bill & subsequent bill(s) of the same contract (in case the value of first bill will be less than 5% of the Total Ex-Works value). The retention amount will be released after completion of Main Supply based on certification by PG/Purchaser.

23.2) Validity of performance bank guarantee shall be for the entire guarantee period. Initially it should be at least 18 months later extended to cover the entire guarantee period, one months before its expiry.

23.3) Time for submission of Performance Bank Guarantee shall be 14 days from the date of PO/LOA.

23.4) Modes of deposit: -

Performance security may be furnished in the following forms: -

- i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iii) 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).
- iv) 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).
- v) Insurance Surety Bond.  
(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)
- vi) 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.

23.5) Forfeiture of Performance Security: -

- i) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.
- ii) PS 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.

23.6) The Performance Security shall not carry any interest.

**24. Breach of contract, Remedies and Termination: -**

"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 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 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"

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Note: Above will supersede Risk & cost purchase clause 27 of GCC Rev. 07.

25. If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e-Procurement (NIC portal), in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch.
26. Bidders to note that "This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipments etc.) & hence criteria of prior experience /turnover shall be same for all bidders including start-up /MSME".
27. 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:
- they have controlling partner (s) in common; or
  - they receive or have received any direct or indirect subsidy / financial stake from any of them; or
  - they have the same legal representative / agent for purposes of this bid; or
  - 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
  - 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
  - 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 authorise only one agent / dealer. There can be only one bid from the following: -
    - The principal manufacturer directly or through one Indian agent on his behalf; and
    - Indian/foreign agent on behalf of only one principal;or
    - 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
    - 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.
28. All other terms and conditions of NIT, GCC (Rev 07) & Corrigenda-01 to GCC (Rev.07), SCC (Rev 0) of project shall be applicable for the subject package.
29. Detailed offers are to be uploaded including the following along with the Price schedule as per BHEL format enclosed with NIT: -
- Acceptance of BHEL-PEM GCC (Rev.-07) & Corrigenda-01 to GCC (Rev.07).
  - Acceptance of Special Conditions of Contract (SCC Rev. 0) for the project.
  - Technical & Commercial Deviations, if any along with Cost of withdrawal in Annexure-II of GCC Rev 07 & Corrigenda 01 to GCC Rev 07.
  - Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of terms & instructions conveyed.
  - Un-Priced price format duly filled in 'Quoted" or 'Q' in each column/row.
  - Filled Format of Certification reg. Local content (annexure –B).
  - Filled Format of Certification reg. GFR (annexure –C).

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All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.  
Thanking You

❖ **Please note all correspondence from BHEL-PEM before part – I opening, shall also be part of NIT.**

Yours faithfully,  
For and on behalf of BHEL-PEM

Sharad Chandra Digitally signed by Sharad Chandra  
DN: cn=Sharad Chandra, o=BHEL, ou=PEM,  
email=sharadchandra@bhel.in, c=IN  
Date: 2024.05.22 16:31:09 +05'30'

**Shaarad Chandra**  
(MANAGER/PG-I/BHEL-PEM)

**Enclosures:**

1. Technical Specification No. **PE-TS-508-600-C011**
2. Delivery Schedule (Annexure –A)
3. Unpriced format
4. Format of Certification reg. GFR (annexure –B).
5. Format of Certification reg. Local content (annexure –C)
6. SCC Rev 0 of project

**ANNEXURE-A DELIVERY SCHEDULE**

<b>Delivery Schedule</b>
After award of contract, final list of codes and standards to be procured will be prepared and submitted to NTPC for approval. Bidder will supply the codes/standards within 30 days of receipt of approved list from BHEL. In case a particular code is not available, "non-availability proof" from BIS/other agencies will have to be furnished".
<b>I. Validity of contract (PO rates, terms and conditions ) :</b> 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 the validity of contract. Validity period for various activities shall be as follows: -
<b>II. Validity of the contract for Main Supply including quantity variation.</b>
Contract shall be valid for 365 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.
<b>For example:</b> 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), where C=365 days
<b>Notes:</b>
1. B is the Vendor delay in days beyond original contractual delivery period for main supply / extended delivery period owing to time taken by BHEL at point no. 2 above.
2. Main supply including quantity variation applicable in the contract released / cleared for manufacturing within contractual validity period, to be supplied by vendor / supplier at PO rates, terms and conditions.
3. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.
<b>III. Delivery Extension: Extension of contractual delivery time:</b>
Delivery time mentioned in the NIT includes Engineering completion time (time for drawings / documents submission / re-submission 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: -
1. Any Delay in providing comments / approval on drawings / documents beyond the stipulated time as specified in NIT.

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2. Time Loss in approval of the drawings / documents as a result of increase in the iteration not attributable to the vendor (i.e. re-submission owing to end customer comments) as certified by BHEL. Time extension equivalent to the re-submission time mentioned at 1.a) above 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.

3. Delay in providing engineering input / material by BHEL.

4. Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC Rev 07 and ammendment to GCC Rev 07 terms.

5. 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.



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**ANNEXURE-B Format**

**Letter head of Company**

Ref.....

Date.....

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building, Plot No 25,  
Sector -16A, Noida (U.P)-201301

**Subject: - DECLARATION REGARDING LAND BORDER**

Reference: **Bid No. E-7524/2024 dated 22.05.2024**

Name of Package: **Codes & Standards**

Dear Sir,  
This has reference to:-

1. Our Offer for Supply of **Codes & Standards** for **2X800 MW NTPC LARA STPP STAGE II EPC** against Tender No. **E-7524/2024 dated 22.05.2024**
2. Order dated 23.02.2023 reg. restriction under rule 144 (xi) of GFR issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that **M/s .....**, is not from such a country and is eligible to be considered.

Thanking you,

Yours truly

..... ((highest competent  
authority at your end (i.e. Owner, partner, CMD,  
Director etc.))

..... (firm name)



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**ANNEXURE-C Format**

**Letter head of Company**

Ref.....

Date.....

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building, Plot No 25,  
Sector -16A, Noida (U.P)-201301

**Subject: - Certification regarding local content**

Reference: **Bid No. E-7524/2024 dated 22.05.2024**

Name of Package: **Codes & Standards**

Dear Sir,

We hereby certify that items offered by us of **Codes & Standards** for **2X800 MW NTPC LARA STPP STAGE II EPC** against Tender No. **E-7524/2024 dated 22.05.2024** meets the requirement of minimum local content in line with NIT and Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018 & 29.05.2019, 04.06.20 & 16.09.20 or subsequent orders if any.

Minimum Local content =..... %

We further confirm that details of location at which the local value addition is made will be our registered works at .....  
(complete address of the works)

Yours truly

..... (authorized signatory of company)

..... (firm name)

Niyati Aggarwal / Mgr/PG I  
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Power Project Engineering Institute,  
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