



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. Of India Undertaking)
POWER SECTOR, EASTERN REGION
BHEL BHAWAN, PLOT NO. DJ-9/1, SECTOR II,
SALT LAKE CITY, KOLKATA, WEST BENGAL, INDIA
Phone: 033-23216130-31,033-23216130 FAX: 033-23211960

NOTICE INVITING TENDER (NIT)

OFFERS are invited from REPUTED AND EXPERIENCED BIDDERS (meeting pre-qualification criteria as mentioned through **E-PROCUREMENT PORTAL** <https://eprocurebhel.co.in> **ONLY** for the subject job by the undersigned on behalf of **BHARAT HEAVY ELECTRICALS LIMITED** as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Following points relevant to the tender may please be noted and complied with.

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	E-TENDER NUMBER	PSER:PUR:PMX:441(II):026 (ENQ:24:PP:0015:PUR:17) DATE: 19/07/2024
ii	Broad Scope of job	DESIGN, ENGINEERING, MANUFACTURE, FABRICATION, ASSEMBLY, INSPECTION / TESTING, PAINTING INCLUDING MAINTENANCE TOOLS & TACKLES, FILL OF LUBRICANTS & CONSUMABLES ALONGWITH SPARES FOR ERECTION, COMMISSIONING SPARES AS REQUIRED, MANDATORY SPARES FORWARDING, PROPER PACKING, SHIPMENT AND DELIVERY AT SITE ,UNLOADING, HANDLING, TRANSPORTATION & STORAGE AT SITE, IN-SITE TRANSPORTATION, ASSEMBLY, ERECTION & COMMISSIONING, FINAL PAINTING AT SITE, MINOR CIVIL WORK, TRIAL RUN AT SITE AND CARRYING OUT PERFORMANCE GUARANTEE / FUNCTIONAL / DEMONSTRATION TESTS AT SITE (AS APPLICABLE), TRAINING OF NTPC/BHEL PERSONNEL OF HVAC SYSTEM FOR FGD PROJECT 2X660 MW NTPC BARH STPP STAGE II (FGD SYSTEM PACKAGE)
iii	DETAILS OF TENDER DOCUMENT	
a)	General conditions of contract (GCC)	Applicable
b)	Special Condition of Contract (SCC) (SUPPLY & SERVICE)	Applicable
c)	Technical Specification - PE-TS-443-(571-13000-A)-A002	Applicable
d)	BHEL HSE Plan	Applicable
e)	PRICE BID & UNPRICED PRICE BID	Applicable
f)	No Deviation Certificate	Applicable
g)	Terms & Conditions of Reverse Auction	Applicable
h)	FORMS AND PROCEDURES	Applicable
iv	ISSUE OF TENDER DOCUMENTS	a) Online through e-procurement platform at https://eprocurebhel.co.in/ b) in BHEL website (www.bhel.com, CPP Portal): For tender view purpose only. START DATE: 19/07/2024 a) Applicable b) Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 29/07/2024, Time: 14-00 Hrs. (Offer to be submitted online only through e-procurement platform at https://eprocurebhel.co.in/) Applicable

vi	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 29/07/2024, Time: 16-30 Hrs. (online only through e-procurement platform at https://eprocurebhel.co.in/ , participating bidders may witness the same online only)	Applicable
vii	CURRENCY	INDIAN RUPEES (INR)	Applicable
viii	EMD AMOUNT	NA [To be submitted in the form and manner as mentioned below]	Not Applicable
ix	COST OF TENDER	NIL	Not Applicable
x	LAST DATE FOR SEEKING CLARIFICATION	Date: 26/07/2024 (UP TO 12:00 Hrs.)	Applicable
xi	SCHEDULE OF Pre Bid Discussion (PBD)	Not Applicable (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN).	Not Applicable
xii	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	NA	Not Applicable
xiii	Latest updates	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 → View Corrigendums & CPP portal → Tender Notice & E-PROCUREMENT PORTAL https://eprocurebhel.co.in/) and not in the newspapers. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder
xiv	Evaluation currency	INDIAN RUPEES (INR)	

1. The offer shall be submitted as per the instructions of tender document. Only One set of tender documents (in original, downloaded from website) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender.**

For E-Procurement Assistance & Training, NIC PORTAL Helpdesk Contacts as per following: -

For any technical related queries please call at 24x7 Help Desk Number
0120-4001 002, 0120-4200 462, 0120-4001 006, 0120-6277 787

Email Support

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

For any difficulty in downloading the tender from internet website, they should contact this office (Dy. Manager-Purchase or SDGM-Purchase Phone no. 033-23398222/8221/8220). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

2. Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.
3. This is an e-tender floated online through our E-Procurement Site <https://eprocurebhel.co.in/>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://eprocurebhel.co.in/>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
TECHNICAL OFFER	<ol style="list-style-type: none"> 1. Scanned copy of Covering letter of offer (To be attached in Attachment section) 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). 3. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section) 4. Duly filled all annexures except price & unpriced format (To be attached in Attachment section). 5. Copy of records notes of Pre-Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section) 6. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section) 7. All supporting documents/ Annexures etc. as applicable (To be attached in Attachment section). 8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in Attachment section).
PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ Attachment section)
UNPRICED PRICE BID	10. Price schedule –Unpriced but mentioning only quoted / unquoted against each item as per tender.
PRICE BID	11. Duly filled in Price Schedule as per tender. Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

- A) Your offer & documents submitted with the offer shall be signed and 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.
- B) All documents/annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
4. No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
 5. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
 6. BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also, BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
 7. Bidders are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable). They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.
 8. 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.
 9. BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.

10. In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
11. 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/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
12. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
13. Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
14. **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.**
15. The bidder shall submit documents in support of possession of 'Pre-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 (if applicable).
16. **The bidder may have to produce original document for verification if so decided by BHEL.**
17. While BHEL reserves the right to open the price bid of the offers in camera, the date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
18. Validity of the offer shall be for six months from Part-I opening (i.e. **techno-commercial bid opening**).
19. Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.
20. Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
21. **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.**
22. Bidders are required to submit price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender
23. ***"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.***
Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. 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."

24. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
25. Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price shall be after considering the discount.
26. **"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.**
- 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 includes 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, 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 and/ or under applicable legal provisions"
27. 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.
28. Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-VII.
29. "MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – V where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: -

<p>पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)</p> <p>POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091</p> <p>फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220</p>	<p>Page - 5 of 28</p>
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Type under MSME	SC/ST owned	Women owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			
Medium			

Note: -

1. If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.
2. MSE Purchase Preference shall be given to MSE supplier falling within the price band of (L1+15%) at L-1 price for 100% of the total job, in case L1 bidder is not an MSE as per PPP-MSE Order, 2012.

30. 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 Annexure-III (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer.

Note: MII Purchase Preference shall be given to Class-I Local Supplier falling within the price band of (L1+20%), at L-1 price for 100% of the total job, in case L1 bidder is not a Class-I Local Supplier as per PPP-MII order, 2020

31. GeMAR and PTS Report ID: GEM/GARPTS/17072024/FXFT2KK12OWO dtd. 17/07/2024

32. The GeM Seller ID shall be mandatory before placement of order / award of contract for goods and services to the successful bidder(s).

33. 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.

34. Compliance to Restrictions under Rule 144 (xi) of GFR 2017

- 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).
- "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.
- "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
 - An entity incorporated established or registered in such a country; or
 - A subsidiary of an entity incorporated established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- The beneficial owner for the purpose of (III) above will be as under:

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

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder 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 the such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in **ANNEXURE-IV**.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

35. 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 Annexure-VII along with their techno-commercial offer.

36. "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid. **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be 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. "

37. Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Bid/Schedule
- SPECIAL CONDITIONS OF CONTRACT (SCC)
- General Conditions of Contract (GCC)
- Forms and Procedures

for BHARAT HEAVY ELECTRICALS LTD.

Dy. Manager (Purchase)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION 2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR, SALT LAKE CITY, KOLKATA – 700 091
	Phone no.	033-23398221, 23398222, 23211690
	FAX no.	033-23211960
	E-mail ID	a_sarkar@bhel.in , pritam@bhel.in
NIC E-PROCUREMENT PORTAL	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 Email Support Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority, Technical - support-eproc@nic.in	

Enclosure:

- ANNEXURE-I: Pre-Qualifying Criteria.
- ANNEXURE-II: No Deviation Certificate
- ANNEXURE-III: Format for Self Certification regarding Local content (LC)
- ANNEXURE-IV: CERTIFICATE (regarding bidder from a country which shares a land border with India)
- ANNEXURE-V: Certificate by Chartered Accountant
- ANNEXURE-VI: Format for seeking clarification
- ANNEXURE-VII: Suspension of business dealing with Suppliers/Contractors
- ANNEXURE-VIII: Declaration for Relation in BHEL
- ANNEXURE-IX: Declaration by Bidder.
- ANNEXURE-B: General Terms & conditions for Reverse Auction.
- ANNEXURE-X: ARBITRATION & CONCILIATION
- ANNEXURE-XI: BREACH OF CONTRACT, REMEDIES AND TERMINATION
- Other Tender documents as per this NIT.

PRE QUALIFICATION CRITERIA

JOB	DESIGN, ENGINEERING, MANUFACTURE, FABRICATION, ASSEMBLY, INSPECTION / TESTING, PAINTING INCLUDING MAINTENANCE TOOLS & TACKLES, FILL OF LUBRICANTS & CONSUMABLES ALONGWITH SPARES FOR ERECTION, COMMISSIONING SPARES AS REQUIRED, MANDATORY SPARES FORWARDING, PROPER PACKING, SHIPMENT AND DELIVERY AT SITE ,UNLOADING, HANDLING, TRANSPORTATION & STORAGE AT SITE, IN-SITE TRANSPORTATION, ASSEMBLY, ERECTION & COMMISSIONING, FINAL PAINTING AT SITE, MINOR CIVIL WORK, TRIAL RUN AT SITE AND CARRYING OUT PERFORMANCE GUARANTEE / FUNCTIONAL / DEMONSTRATION TESTS AT SITE (AS APPLICABLE), TRAINING OF NTPC/BHEL PERSONNEL OF HVAC SYSTEM FOR FGD PROJECT 2X660 MW NTPC BARH STPP STAGE II (FGD SYSTEM PACKAGE).
TENDER NO	PSER:PUR:PMX:441(II):026 (ENQ:24:PP:0015:PUR:17) DATE: 19/07/2024.

Sr. No.	CRITERIA
1.0	FINANCIAL CRITERIA
(A)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF Rs 45 Lakh DURING THREE CONSECUTIVE FINANCIAL 2020-21, 2021-22 & 2022-23 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME.
(B)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THAT THREE CONSECUTIVE YEARS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE YEARS WILL BE AVERAGED FOR THREE YEARS.
(C)	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.
2.0	TECHNICAL CRITERIA
2.1	Bidder should have designed, supplied, erected and commissioned at least one (1) number of both the following systems: - <ul style="list-style-type: none"> AC system: - Minimum installed capacity of AC system shall be 30 TR (Chiller/Precision package AC/Condensing unit/Package AC/ Ductable Split AC). Ventilation System: - Minimum installed capacity of single UAF / Air Washer / Fan Filtration (With Centrifugal Fan) unit shall be 50,000 CMH for complete Ventilation system.
2.2	Minimum one (1.0) no. Purchase order shall be submitted which should not be more than seven (7) years old as on date of bid submission, for establishing continuity in business. This is over and above the requirement of PO mentioned of PQR clause at S. No. 2.1 above.

NOTES:

A	The bidder has to submit following supporting documents meeting above mentioned pre- qualifying requirement. Copy of minimum one (1) performance certificate (in English) from end user along with copy of related Purchase Order (PO) or Letter of Intent (LOI) or letter of Award (LOA) or Work Order (WO) specifying that the product is running successfully for one (1) year from date of commissioning as on date of bid opening in support of PQR clause at S. No. 2.1 above.
B	Bidder shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate / purchase order.
C	Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.
D	Notwithstanding anything stated above, CUSTOMER/BHEL reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.
E	Consideration of offer shall be subject to customer's approval of bidders.
F	Bidder shall provide all necessary data such as type, design make, capacity, duty, conditions, date of commissioning operation etc.

G	Consortium bidding / JV bidding is not allowed.
H	After satisfactory fulfilment of all the above criteria / requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.
I	Bidder should submit valid PAN of India.
J	<p>EXISTING VENDOR/CONTRACTOR TO WHICH ORDER PLACED BY BHEL AGAINST VIDE CONTRACTS MENTIONED BELOW SHALL NOT BE ALLOWED TO PARTICIPATE IN THE SUBJECT TENDER</p> <ul style="list-style-type: none"> PO REF: PSER:PUR:BAR-II:HVAC:SUP:2022:P-301:(PO:22:PP:0015:PUR:176) DATE : 12-12-2022 FOR SUPPLY OF MAIN PACKAGE ALONG WITH COMMISSIONING SPARES, W.O. REF. : PSER:PUR:BAR-II:HVAC:E&C:2022:P-302:(PO:22:PP:0015:PUR:177) DATE: 12-12-2022 FOR ERECTION & COMMISSIONING AND P.O. REF. : PSER:PUR:BAR-II:HVAC:MS:2022:P-303:(PO:22:PP:0015:PUR:178) DATE : 12-12-2022 FOR SUPPLY OF MANDATORY SPARES OF HVAC SYSTEM FOR 2X660 MW NTPC BARH STPP STAGE II – FGD. <p>EXISTING VENDOR/CONTRACTOR WILL INCLUDE:</p> <ol style="list-style-type: none"> IN CASE EXISTING CONTRACTOR IS THE SOLE PROPRIETORSHIP FIRM, ANY SOLE PROPRIETORSHIP FIRM OWNED BY SAME SOLE PROPRIETOR. IN CASE EXISTING CONTRACTOR IS THE PARTNERSHIP FIRM, ANY FIRM COMPRISING OF SAME PARTNERS/SOME OF THE SAME PARTNERS (BUT NOT INCLUDING ANY NEW PARTNER); OR SOLE PROPRIETORSHIP FIRM OWNED BY ANY PARTNER(S) AS A SOLE PROPRIETOR.

FORMAT FOR NO DEVIATION CERTIFICATE

(To be submitted in the bidder's letter head)

To,
BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

SUB	NO DEVIATION CERTIFICATE.	
JOB	DESIGN, ENGINEERING, MANUFACTURE, FABRICATION, ASSEMBLY, INSPECTION / TESTING, PAINTING INCLUDING MAINTENANCE TOOLS & TACKLES, FILL OF LUBRICANTS & CONSUMABLES ALONGWITH SPARES FOR ERECTION, COMMISSIONING SPARES AS REQUIRED, MANDATORY SPARES FORWARDING, PROPER PACKING, SHIPMENT AND DELIVERY AT SITE ,UNLOADING, HANDLING, TRANSPORTATION & STORAGE AT SITE, IN-SITE TRANSPORTATION, ASSEMBLY, ERECTION & COMMISSIONING, FINAL PAINTING AT SITE, MINOR CIVIL WORK, TRIAL RUN AT SITE AND CARRYING OUT PERFORMANCE GUARANTEE / FUNCTIONAL / DEMONSTRATION TESTS AT SITE (AS APPLICABLE), TRAINING OF NTPC/BHEL PERSONNEL OF HVAC SYSTEM FOR FGD PROJECT 2X660 MW NTPC BARH STPP STAGE II (FGD SYSTEM PACKAGE).	
REF	1.0	TENDER NO : PSER:PUR:PMX:441(II):026 (ENQ:24:PP:0015:PUR:17) DATE: 19/07/2024
	2.0	ALL OTHER PERTINENT ISSUES TILL DATE.

Dear Sir/Madam,

With reference to above tender, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and Conditions) and we offer our unqualified acceptance of the same. This is also to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed/modified the tender documents as appeared in the website/newspapers and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

It is also confirmed that the price has been quoted in the format received with the enquiry. We confirm that, we do not have any objections to splitting the quantity among the different bidders by BHEL and price shall remain firm till the completion supply of full ordered quantity.

Any deviation found subsequently at any time during execution of order shall be treated null and void.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

**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: PSER:PUR:PMX:441(II):026 (ENQ:24:PP:0015:PUR:17) DATE: 19/07/2024,

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the 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 authorised signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in 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.

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

(To be submitted in the bidder's letter head)

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; I certify that _____ *(specify the name of the organization here)*, is not from such a country or, if 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), 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.

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to Certify that M/S,

(hereinafter referred to as 'company') having its registered office at

..... is registered under MSMED Act 2006, (Entrepreneur

Memorandum No (Part—II)/ Udyam Registration Certificate No.
..... dtd:, Category:
..... (Micro/Small/Medium)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

- For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
Rs..... Lacs
- For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED** Act, 2006:
Rs..... Lacs
- For Enterprises** (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
- For Enterprises** (Udyam registered under Udyam Registration Portal): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

(Strike off whichever is not applicable)

The above investment of Rs..... Lacs is within permissible limit of Rs..... Lacs for Micro / Small/ Medium (*Strike off which is not applicable*) Category under MSMED Act 2006.

Or

The enterprise has been graduated upward from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 & S.O. 2347 (E), dated 16.06.2021 published in the gazette notification dated 26.06.2020 & 16.06.2021 by Ministry of MSME.

Or

The enterprise has been reverse-graduated from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 & S.O. 2347 (E), dated 16.06.2021 published in the gazette notification dated 26.06.2020 & 16.06.2021 by Ministry of MSME.

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

ANNEXURE-VIFORMAT FOR SEEKING CLARIFICATION

Job	DESIGN, ENGINEERING, MANUFACTURE, FABRICATION, ASSEMBLY, INSPECTION / TESTING, PAINTING INCLUDING MAINTENANCE TOOLS & TACKLES, FILL OF LUBRICANTS & CONSUMABLES ALONGWITH SPARES FOR ERECTION, COMMISSIONING SPARES AS REQUIRED, MANDATORY SPARES FORWARDING, PROPER PACKING, SHIPMENT AND DELIVERY AT SITE ,UNLOADING, HANDLING, TRANSPORTATION & STORAGE AT SITE, IN-SITE TRANSPORTATION, ASSEMBLY, ERECTION & COMMISSIONING, FINAL PAINTING AT SITE, MINOR CIVIL WORK, TRIAL RUN AT SITE AND CARRYING OUT PERFORMANCE GUARANTEE / FUNCTIONAL / DEMONSTRATION TESTS AT SITE (AS APPLICABLE), TRAINING OF NTPC/BHEL PERSONNEL OF HVAC SYSTEM FOR FGD PROJECT 2X660 MW NTPC BARH STPP STAGE II (FGD SYSTEM PACKAGE).			
Tender No	PSER:PUR:PMX:441(II):026 (ENQ:24:PP:0015:PUR:17) DATE: 19/07/2024			
Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following:</p> <p>a. Debarment within the unit for specific item(s)/ material category(ies)/ type of work(s) for six months.</p> <p>b. Debarment within the unit for all item(s)/ material category(ies)/ type of work(s) for one year.</p> <p>c. Debarment across BHEL for all items/ material category(ies)/ type of work(s) for two years.</p> <p>The Supplier may be debarred, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder:</p>
	<p>Debarment within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed for six months in the following cases, if</p> <p>i. In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.</p> <p>Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <p>ii. Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that</p> <p>a. prescribed maximum LD time limits of the contracts is exceeded or</p> <p>b. delay period has equaled/ exceeded half the original delivery period specified in the contracts</p> <p>whichever among the above is earlier.</p> <p>iii.</p> <p>a. Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.</p> <p>b. Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).</p> <p>Note: – for (b), No specific period of Debarment shall be applicable.</p> <p>iv.</p> <p>a. Supplier works are under strike/ lockout for a period of more than three months.</p> <p>b. Contractor has resorted to wanton stalling of work, strikes, picketing etc. during currency of the contract.</p>

1.2.2	<p>Debarment within the unit for all item(s)/ material category(ies)/ type of work(s) shall be imposed for One year in the following cases, if</p> <ul style="list-style-type: none"> i. Supplier tampers with tendering procedure affecting ordering process. ii. Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii. after placement of order, Supplier fails to execute the contract. iv. within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v. Wherever any part or full scope of supply/ work/ service has been awarded at the Risk and Cost of the defaulting vendor and the unexecuted value of scope for which the Risk and Cost action taken is more than 5% of the contract value. vi. After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. vii. In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. viii. Violation of Section 2, read with Section 3 of Integrity Pact, which are not covered in the list of defaults as per guidelines.
1.2.3	<p>Debarment across BHEL shall be imposed for two years in following cases, if</p> <ul style="list-style-type: none"> i. Supplier has made false declaration and/ or provided false information and/ or forged documents or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with other customers. ii. Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price of the tender. iii. The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion, etc. iv. The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. v. Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. vi. The foreign Principals along with the representing Agent shall be debarred together if information submitted jointly by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage. vii. Supplier has, damaged, failed to return free issue materials/tools etc. of BHEL, for which recovery could not be affected against such materials, or substituted free issue materials/ tools etc. of BHEL. viii. Supplier has been declared insolvent or is under dissolution/ insolvency proceedings so as to affect the execution of work. ix. The Supplier has tarnished/ maligned the image of BHEL or unfairly acted in a manner prejudicial to the commercial interest of BHEL or breached the confidentiality of the vital information with an intent to prejudice the interest of BHEL.
1.2.4	<p>A Supplier can also be debarred with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.</p>

Note: Above shall be applicable along with Guidelines for “Suspension of Business dealings with Suppliers/ Contractors” available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

ANNEXURE-VIIIDECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

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

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) NIT/Tender Specification No: **PSER:PUR:PMX:441(II):026 (ENQ:24:PP:0015:PUR:17)** DATE: 19/07/2024,

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL.

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

=====

DECLARATION

Date: -----

Job: DESIGN, ENGINEERING, MANUFACTURE, FABRICATION, ASSEMBLY, INSPECTION / TESTING, PAINTING INCLUDING MAINTENANCE TOOLS & TACKLES, FILL OF LUBRICANTS & CONSUMABLES ALONGWITH SPARES FOR ERECTION, COMMISSIONING SPARES AS REQUIRED, MANDATORY SPARES FORWARDING, PROPER PACKING, SHIPMENT AND DELIVERY AT SITE ,UNLOADING, HANDLING, TRANSPORTATION & STORAGE AT SITE, IN-SITE TRANSPORTATION, ASSEMBLY, ERECTION & COMMISSIONING, FINAL PAINTING AT SITE, MINOR CIVIL WORK, TRIAL RUN AT SITE AND CARRYING OUT PERFORMANCE GUARANTEE / FUNCTIONAL / DEMONSTRATION TESTS AT SITE (AS APPLICABLE), TRAINING OF NTPC/BHEL PERSONNEL OF HVAC SYSTEM FOR FGD PROJECT 2X660 MW NTPC BARH STPP STAGE II (FGD SYSTEM PACKAGE).

E-Tender No.: PSER:PUR:PMX:441(II):026 (ENQ:24:PP:0015:PUR:17) DATE: 19/07/2024

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 that are doing business/registered for same item with BHEL, --
 -----(NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	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: -----

GENERAL TERMS & CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL shall be resorting to “REVERSE AUCTION PROCEDURE” i.e. ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. *Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA.*
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax /e-mail the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VI) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. *Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.*
12. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL and the results of the RA scrapped/ aborted.
13. *Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, provided their bids are within their respective margin of purchase preference {presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time}.*

In case of multiple H1 bidders, all H1 bidders (except MSEs and bidders qualifying under PPP-MII, Order 2017, who are within the margin of purchase preference) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

ANNEXURE-X**ARBITRATION & CONCILIATION** (superseding the corresponding clause no. 32 (ARBITRATION) of GCC Rev-06)

1	<u>ARBITRATION & CONCILIATION:</u>
1.1	<u>ARBITRATION:</u>
1.1.1	<p>Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 1.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.</p> <p>The Arbitrator shall pass a reasoned award.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 1.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.</p>
1.1.2	<p>In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.</p> <p>The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.</p>
1.1.3	Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.
1.1.4	

1.2	<p><u>CONCILIATION:</u></p> <p>If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC (as available in www.bhel.com). The Procedure 2.3 together with its Formats (as available in www.bhel.com) will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.</p> <p>The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 (as available in www.bhel.com) to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 (as available in www.bhel.com) with effect from the date as intimated by BHEL to it.</p>
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BREACH OF CONTRACT, REMEDIES AND TERMINATION (shall supersede over “Risk and Cost” clause mentioned anywhere in the tender documents)

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further levy of Liquidated damages, debarment, termination, de-scoping, short-closure, etc. shall be applied as per provisions of the contract.

PRICE SCHEDULE (UNPRICED)**PLEASE REFER****E-PROCUREMENT PORTAL <https://eprocurebhel.co.in>****ABOVE TO BE READ ALONG WITH SCHEDULE-2 (TOTAL PRICE BREAK-UP), ANNEXURE-I, ANNEXURE-II, APPENDIX-A & APPENDIX-B OF PRICE SCHEDULE (VOLUME-III) PROVIDED ALONG WITH NIT.**

PRICE SCHEDULE

PLEASE REFER

E-PROCUREMENT PORTAL <https://eprocurebhel.co.in>

ABOVE TO BE READ ALONG WITH SCHEDULE-2 (TOTAL PRICE BREAK-UP), ANNEXURE-I, ANNEXURE-II, APPENDIX-A & APPENDIX-B OF PRICE SCHEDULE (VOLUME-III) PROVIDED ALONG WITH NIT.

PART-H:FORMS AND PROCEDURESF-01RTGS FORMATForm for getting payment through RTGS (Real Time Gross Settlement)

01. NAME OF VENDOR:
02. ADDRESS:
03. VENDOR'S BANK A/C NAME:
04. VENDOR'S BANK A/C NO.:
05. NAME OF BANK:
06. NAME OF BRANCH:
07. BRANCH PH. NO.:
08. CITY:
09. IFSC CODE OF THE BRANCH:

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH DATE &
SEAL

CONFIRMATION BY BANKER WITH
OFFICE SEAL

Note: Incorrect information will create accounting complications and payment will be delayed.

F-02VENDOR DETAILS

1. Name & address of the vendor/company:
2. PAN No. of the vendor/company (scan copy of PAN Card):
3. Contact Person for the vendor/company:
4. Mobile number & E-mail of the contact person:
5. VAT / TIN:
5. CST:

SIGNATURE OF THE BIDDER WITH DATE & SEAL

F-03

FORMAT FOR DETAILS OF BIDDER

NAME OF BIDDER	
FAX NO.	
Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/ undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssii/ other}	
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Mobile*	

SIGNATURE OF THE BIDDER WITH DATE & SEAL