

NOTICE INVITING TENDER (NIT)

Dear Sir/Madam

Sub: NOTICE INVITING TENDER

Sealed Tenders in two-part bid system are invited from reputed & experienced bidders (meeting PRE-QUALIFICATION CRITERIA as mentioned in spec. Doc No: PY 54037, Rev. 00) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER REF NUMBER	TOAYX00003	
ii	Brief Scope Of Job	“Pre-Bid Tie-up/MOU with SRU Licensor for Syngas Purification Unit (LSTK-2) for Coal to Ammonium Nitrate Plant of M/s BCGCL”	
iii	DETAILS OF TENDER DOCUMENT		Applicable/Not Applicable
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment etc., no. Doc No: PY 54037, Rev. 00	Applicable
b	Volume-IB1 & B2	Special Conditions of Contract (SCC-Works, SCC-Supply)	Applicable
c	Volume-IC1 & C2	General Conditions of Contract (GCC-Works, GCC-Supply)	Applicable
d	Volume-ID	Forms and Procedures	Applicable
e	Volume-II	Price Schedule (Absolute value)	Applicable
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL eProcurement portal (https://eprocurebhel.co.in) till due date of submission: Download start Date: 21/01/2025. Brief information of the tenders shall also be available at BHEL website (www.bhel.com)	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 04/02/2025 , Time : 16:00 hrs Place : on https://eprocurebhel.co.in	Applicable
vi	OPENING OF TENDER	Date: 05/02/2025 , Time: 15:00 hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through eProcurement portal only.	Applicable
vii	EMD AMOUNT	Nil	Applicable
viii	BID BOND	Within 30 days of signing the MOU for Post-Order Engineering , 1% of the value of MOU shall be	

		<i>taken from the Contractor as bid bond in the form of bank guarantee or security deposit etc</i>	
viii	COST OF TENDER DOCUMENT	<i>Exempted.</i>	<i>Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Date: 31.01.2025 Along with soft version also, addressing to the undersigned as per contact address given below.</p> <p>Mr. Imran Javed, Manager, Sub-Contracting Department/PE&SD, PE&SD bldg.-Ground Floor, BHEL, R.C. Puram, Hyderabad – 502032 Ph.: 040-23184915, 040-23185003 E-mail: imran@bhel.in, kumarmanoj@bhel.in</p>	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)	<p>Date: 31.01.2025 @11:00AM</p> <p>Sub-Contracting Department/PE&SD, PE&SD bldg.-Ground Floor, BHEL, R.C. Puram, Hyderabad – 502032 Ph.: 040-23184915, 040-23185003.</p> <p>Interested bidders are requested to confirm their participation for Pre-Bid Discussion (PBD) meeting either by physical meeting at above mentioned place or through Video Conferencing (VC).</p> <p>VC link will be shared to those who gives us mail for attending pre-bid meeting through online: - VC link for PBD: - Microsoft Teams Link will be shared to those who request for attending the pre-bid meeting through mail to us</p> <p>E-mail: imran@bhel.in, kumarmanoj@bhel.in</p>	<i>Applicable.</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<i>Please refer clause no. 15.</i>	<i>Applicable if offer value is more than Rs. 2.0 Crores</i>
xii	Latest Updates	<p><i>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), BHEL eProcurement portal (https://eprocurebhel.co.in) and not in the newspapers. Bidders to keep themselves updated with all such information</i></p>	<i>Applicable</i>
xiii	Tender Submission	On portal (https://eprocurebhel.co.in)	

xiv	Contract Period	<i>Contract Period for Post-bid Engineering works shall be 42 (Forty-Two) Months) from the date of commencement. Date of commencement shall be a mutually agreed date between BHEL & ESC after issue of work order. For further details refer clause no. 15.6.2 of Technical Condition of contract no. PY54037, Rev. 0</i>	<i>Applicable</i>
------------	------------------------	--	-------------------

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form other than the Price Bid, shall not be entertained.**

3.0 Not used.

4.0 Unless specifically stated otherwise, bidder shall deposit EMD/Tender Fee through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Hyderabad. **Hard copy of the Demand Draft/FDR should reach BHEL Hyderabad before the due date and time of bid submission.** BHEL shall not be responsible for postal or any other delays in this regards. Unless specifically stated otherwise, bidder shall deposit EMD through Cash Deposit (as permissible under the extant Income Tax Act) (before tender opening), Electronic Fund Transfer credited in BHEL account (before Tender Opening) or Banker's Cheque/ Demand Draft/ Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Hyderabad (along with offer). The EMD can also be accepted in form of FDR from scheduled Banks /Public Financial Institutions as defined in company's act (FDR should be in the name of contractor a/c BHEL)

EMD amount upto Rs. 2.0 Lacs can be submitted in the manner described in the above para and amount in excess of Rs. 2.0 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

'One Time EMD' will not be considered for this tender. All the bidders who have 'One Time EMD' with BHEL and want to participate in this tender, would also submit the requisite amount of EMD as mentioned in Clause No. 1, Salient Features of NIT, Sl. No. (vii) above.

For Electronic Fund Transfer the details are as below:-

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

b) Bank Particulars

- i). Bank Name :- State Bank of India
- ii). Bank Telephone No. (With STD code): 040 - 23027035
- iii). Branch Address:- BHEL Township, Ramachandrapuram, Medak Dist-502032
- iv). 9 Digit MICR Code of the Bank Branch :- 500004072
- v). Bank Account Number :- 62265450106
- vi). Bank Account Type :- Current Account
- vii). 11 Digit IFSC Code of Beneficiary Branch:- SBIN0020075

(Note:- In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer should be uploaded in the E-Procurement Portal and hard copy of the same should reach BHEL R.C.Puram Hyderabad before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

For other details please refer General Conditions of Contract.

5.0 **Procedure for Submission of Tenders** 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 eProcurement platform at (<https://eprocurebhel.co.in>). Offers are invited in two-parts only.

Documents Comprising the e-Tender

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

a) **Technical Tender (Un priced Tender)**

All Techno-commercial details (e.g. EMD, Documentary evidence in support of Pre-Qualifying criteria, applicable forms, etc. should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED.

b) **Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- vi. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

Digital Signing of e-Tender

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

The Requirement:

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

The contact details of the service provider are given below:

For any technical related queries please call at 24 x 7 Help Desk Number.
0120-4001 002, 0120-4001 005 & 0120-6277 787.

International bidders are requested to prefix 91 as country code

Email Support: - Technical- support-eproc@nic.in

Note: For any Issues or Clarifications relating to the published tenders, bidders are requested

to contact the respective Tender Inviting Authority

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate)**.

The contact details of the service provider are given below:

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

The Vendors DSC Address List link as given below:

https://eprocurebhel.co.in/nicgep/app?component=%24DirectLink_0&page=DSCInfo&service=direct&session=T&sp=SDSCAddress.pdf

Vendors are also requested to go through seller manual available on

<https://eprocurebhel.co.in>.

- 6.0 Not used
- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 **Assessment of Capacity of Bidders:**
NOT APPLICABLE
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same over e-procurement portal as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
- 15.0 **Integrity pact:** Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at Clause no. 1, Salient Features of NIT, Sl. no. (xi) above.**

"Integrity Pact (IP)"

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. No.	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with technocommercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 1, Salient Features of NIT, Sl. No. (ix) above.

- 16.0 The Bidder has to satisfy the requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the NIT terms & conditions and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

- 18.0 Validity of the offer shall be for 365 Days from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 **Reverse auction (Not applicable for this tender):** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com on “**supplier registration page**”) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer’s acceptance, as applicable.
- 21.0 In case the bidder is an “Indian Agent of Foreign Principals”, ‘Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 **Consortium Bidding (or Technical Tie up): (Not applicable for this tender)** Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 23.1) Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement for the said contract with a validity period of six months initially. In case bidder becomes L1, Consortium Agreement valid till contractual completion period shall be submitted to BHEL before signing the contract. Consortium Agreement shall be kept valid till scope of work awarded to consortium partner(s) as per contract is completed.
- 23.2) ‘Standalone’ bidder cannot become a ‘Prime Bidder’ or a ‘Consortium bidder’ or ‘Technical Tie up bidder’ in a consortium (or Technical Tie up) bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.
- 23.3) Number of partners for a Consortium Bidding (or Technical Tie up) including Prime Bidder shall be NOT more than 3 (three).
- 23.4) Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work.
- 23.5) In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical ‘Pre Qualifying Requirements’ specified for the respective package, (ii) “Assessment of Capacity of Bidder’ as specified in clause 9.0.
- 23.6) Prime Bidder shall comply with additional ‘Technical’ criteria of PQR as defined in ‘Explanatory Notes for the PQR’.
- 23.7) Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified

- 23.8) In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9) Prime Bidder shall be responsible for the overall execution of the contract.
- 23.10) In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.
- 23.11) In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL and BHEL shall take necessary action as per extant guidelines. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 23.12) In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL.
- 23.13) After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of one work with a consortium partner under direct order of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
- 23.14) The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. However, Prime Bidder has also option for submission of SD on behalf of consortium partner (s). SD submitted by Consortium Partner(s) may be released in case corresponding scope of work of the respective Consortium partner(s) has been completed upto the extent of 80% based on certification by Construction Manager and concurrence by the prime bidder.
- 23.15) In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also.
- 24.0 The bidder shall submit documents in support of possession of 'tender requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page..

28.0 The offers of the bidders who are on the debarred list and also the offer of the bidders, who engage the services of the debarred firms, shall be rejected. The list of debarred firms is available on BHEL web site www.bhel.com supplier registration page i.e., <<https://www.bhel.com/list-debarredfirms>>.

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

Commitment by BHEL:

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

28.1.2 Commitment by Bidder/ Supplier/ Contractor:

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

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices 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 extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions

29.0 **Micro and Small Enterprises (MSE) (Not applicable for this tender)** : Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

a) 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) only 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 as Annexure – 3) 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 last date of Technical Bid submission. Non submission of such documents will lead to consideration

of their bids at par with other bidders. No benefits shall be applicable for this enquiry if 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. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits

- 30.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

31.0 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 preferences 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.

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

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

II. "Bidder" (Including the terms 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder" from a country which share a land border with India" this Clause means:

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

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

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

Explanation

- a. "controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

b. Control shall include the right to appoint majority of the directions or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

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

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

(ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

32.0 Not used Bid should be free from correction, overwriting, use of corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening.

33.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

34.0 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

- 35.0 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:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid Specification –Volume-II
 - d. Technical Conditions of Contract (TCC- Volume-IA) – *Doc No: PY 54037, Rev. 00.*
 - e. Special Conditions of Contract (SCC) —Volume-IB
 - f. General Conditions of Contract (GCC) —Volume-IC
 - g. Forms and Procedures —Volume-ID

For Bharat Heavy Electricals Ltd

Imran Javed
Manager/Sub-Contracting
PE & SD, BHEL
R.C. Puram, Hyderabad- 32
Ph. **040-23184915, 23185003**

E-mail: imran@bhel.in, kumarmanoj@bhel.in

Enclosure

- 01. Check List
- 02. Annexure-I to VIII of NIT
- 03. Other Tender documents as per this NIT.

CHECK LIST

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No:	
3b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No:	
4a	EMD DETAILS	DD No: Date : Bank : Amount:	
4b	Tender Fee Details.	NA	
		APPLICABILITY	BIDDER REPLY
5	Whether the format for compliance with PRE QUALIFICATION REQUIREMENTS is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
6	Whether Audited profit and Loss Account for the last three years submitted along with latest IT return & Cash Flow statement.	Applicable	YES/NO
7	Whether Copy of PAN Card submitted	Applicable	YES/NO
8	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
9	Integrity Pact	Applicable	YES/NO
10	Declaration by Authorised Signatory	Applicable	YES/NO
11	Whether No Deviation Certificate submitted	Applicable	YES/NO
12	Whether Declaration confirming knowledge about Site Conditions submitted	Applicable	YES/NO
13	Whether Declaration for relation in BHEL submitted	Applicable	YES/NO
14	Whether Non Disclosure Certificate submitted	Applicable	YES/NO
15	Whether Bank Account Details for E-Payment submitted	Applicable	YES/NO
16	Capacity Evaluation of Bidder for current Tender	Not applicable	YES/NO
17	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	Not Applicable
18	Whether Analysis of Unit rates submitted	Applicable	YES/NO
19	Whether Acceptance to "Reverse Auction" submitted	Applicable	YES/NO
20	Whether GSTIN No.& certificate submitted	Applicable	YES/NO

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

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Annexure-II

Reverse Auction Process Compliance Form (Not applicable for this tender)**(The bidders are required to print this on their company's letterhead and sign, stamp before RA)**

To

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

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

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

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

Authorization of representative who will participate in the on line Reverse Auction Process (Not applicable for this tender)

1.	NAME & DESIGNATION OF OFFICIAL	
2.	POSTAL ADDRESS (COMPLETE)	
3.	TELEPHONE NOS (LAND LINE & MOBILE BOTH)	
4.	FAX NO	
5.	E-MAIL ADDRESS	
6.	NAME OF PLACE/ STATE/ COUNTRY, WHERE FROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

Certificate for relationship between Parent Company/ Subsidiary Company and the bidder

To,
.....
.....

Dear Sir,

Sub: Bid for NIT Nodated..... for” (name of the tender).

We hereby certify that M/s..... is Parent Company/ Subsidiary Company of M/s ...
.....(the bidder) and details of equity holding of the Parent Company in Subsidiary Company as on
.....(not earlier than seven days prior to the Bid Submission Date) are given as below:

Name of Parent Company	Name of Subsidiary Company	Percentage of Equity Holding of Parent Company in Subsidiary Company

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder)

Annexure-V

Undertaking from the Parent Company/ Subsidiary Company of the bidder (On the Letter Head of Parent Company/ Subsidiary Company, as applicable)

From,
Name:
Full Address:

Telephone No.:
E-mail address:
Fax/No.:

To,
.....
.....

Dear Sir,

We refer to the NIT No dated..... for “.....” (name of the Tender).

“We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/ Tender. We confirm that M/s..... (the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause.....of the PQR of the NIT/Tender referred above.

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for fulfilment of all obligations in terms of provisions of the contract, in the event of(the Bidder) being selected as the Successful Bidder.

We confirm that we along with M/s.....(the bidder), are jointly or severally responsible for successful performance of the contract.

We confirm that our company shall not participate in the above tender as a ‘Standalone Bidder’ or as a ‘Consortium bidder’ and also shall not authorize any other bidder to use our Technical capability for the above tender.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

Signature of Managing Director/Authorized signatory of Parent/ Subsidiary Company

Declaration Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings

UNDERTAKING

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

To,

_____ (Name and Designation of Officer of BHEL inviting the Tender);

Bharat Heavy Electricals Limited,
PE&SD Sub-Contracting Department,
GF, PE&SD Building, BHEL Hyderabad-502032

Dear Sir/Madam,

Sub: Declaration Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings

Ref: NIT/Tender Specification No:

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

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Place:

Date:

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 04 th June, 2020 and subsequent order(s).

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

We hereby certify that the items/works/services offered by..... (specify 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 authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

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

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

To,

_____ Name and Designation of Officer of BHEL inviting the Tender);
Bharat Heavy Electricals Limited,
PE&SD Sub-Contracting Department,
GF, PE&SD Building, BHEL Hyderabad-502032

Dear Sir,

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

Ref: 1) NIT/Tender Specification No:

2) All other pertinent issues till date

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

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

Thanking you,

Yours faithfully,

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

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