



DOC. NO.: PS: CPC: MM: SCT: NIT: Rev 00 Dated 02nd Feb 2024
AMENDMENT: 01, Dated 15th Feb' 2024

VOLUME-I

NOTICE INVITING TENDER

TENDER NO.: BHEL/CPC/ Projects/PMC/26/004

WORK DESCRIPTION:

“Engagement of a consulting firm for Project Management Consultancy for efficient execution of Thermal Projects of BHEL

Package-I: (Three Projects)

- (a) 1X800 MW DBCRTPP Yamunanagar
- (b) 2X660 MW DVC Raghunathpur,
- (c) 2x660MW Koradi TPS BTG on EPC

Package-II: (Two Projects)

- (d) 1X800 MW GSECL Unit#7 UKAI &
- (e) 2X660 MW CSPGCL Korba West Project”

Ref: BHEL/CPC/Projects/PMC/26/004

Date: 23/04/2025

NOTICE INVITING E-TENDER (NIT)
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

To

Dear Sir/Madam

Sub : NOTICE INVITING E-TENDER

Sealed offers in two part bid system (National competitive bidding (NCB)) are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) 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 NUMBER	BHEL/CPC/ Projects/PMC/26/004 Date: 23/04/2025
ii	BROAD SCOPE OF JOB	"Engagement of a consulting firm for Project Management Consultancy for efficient execution of Thermal Projects of BHEL <u>Package-I:</u> (a) 1X800 MW DBCRTPP Yamunanagar (b) 2X660 MW DVC Raghunathpur, (c) 2x660MW Koradi TPS BTG on EPC , <u>Package-II:</u> (d) 1X800 MW GSECL Unit#7 UKAI & (e) 2X660 MW CSPGCL Korba West Project"
iii	DETAILS OF TENDER DOCUMENT	
a	Vol I	Notice Inviting Tender (NIT) <i>Applicable</i>
b	Vol IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Procedures, Bill of Quantities, Terms of payment, etc. <i>Applicable</i>
c	Vol IB	Special Conditions of Contract (SCC) <i>Not Applicable</i>
d	Vol IC	General Conditions of Contract (GCC) <i>Applicable</i>
e	Vol ID	Forms and Procedures <i>Applicable</i>
g	Vol II	Price Schedule (Absolute value). <i>Applicable</i>
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: Start: 24/04/2025, Time: 10:00 Hrs. Closes: 05/05/2025, Time: 10:00 Hrs. Brief information of the tenders shall also be available at BHEL website (www.bhel.com)
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 05/05/2025 , Time: 10:00 hrs Place : on https://eprocurebhel.co.in

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vi	OPENING OF TENDER	Date: 05/05/2025, Time: 16:30 hrs <i>Notes:</i> (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 witness the opening of tender through e-Procurement portal only.	Applicable
vii	EMD AMOUNT	Rs. 20,00,000/- (Rupees Twenty Lakh Only)	Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 30/04/2025 Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: Anuranjan Kumar Designation: Sr. Manager Deptt: Sub-Contracting Deptt, CPC Address: BHEL Sadan, 8 th Floor, Sec 16A, Noida – 201301, U.P. Phone (Mobile): 7408408839, Email: anuranjan@bhel.in 2) Name: Vinod Jaseja Designation: AGM-BHEL Deptt: Sub-Contracting Deptt, CPC Address: BHEL Sadan, 8 th Floor, Sec 16A, Noida – 201301, U.P. Phone (Mobile): 9453039786 Email: jaseja@bhel.in	Applicable
x	SCHEDULE OF PRE BID DISCUSSION (PBD)	Date: 28/04/2025, Time: 15:00 Hrs. Place: Bharat Heavy Electricals Limited, Central Procurement Cell (CPC), 8 th Floor, BHEL Sadan, Plot no. 25, Sector 16A, Noida-201301, Uttar Pradesh 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) as per VC link mentioned below. Meeting Link : Microsoft Teams Need help? Join the meeting now Meeting ID: 416 972 437 168 6 Passcode: GD65VH2n Join on a video conferencing device Tenant key: teams@bhel.onpexip.com Video ID: 134 696 920 0	Applicable

		<u>Join through mobile</u> https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzZiNGM2NWItZTc5MS00MzdKLTlhMWMtNTM0YjhmYzUzYWZh%40thread.v2/0?context=%7b%22Tid%22%3a%22b5fad749-aea2-4c55-a02b-fdbd7bcf8a8c%22%2c%22Oid%22%3a%2209c4a16d-30bb-437e-8512-edadfc81053%22%7d	
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Please refer clause no. 15.	Applicable
xii	TYPES OF CONTRACT	SERVICES	
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), BHEL eProcurement portal (https://eprocurebhel.co.in) and not in the newspapers . Bidders to keep themselves updated with all such information.	

- 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, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0** Notwithstanding any other condition/provision in the tender document, in case of ambiguity or incomplete documents pertaining to techno-commercial evaluation, BHEL may give the bidders opportunity with a fixed deadline after bid opening to provide complete & unambiguous documents/ withdrawal of deviations in support of meeting the technical criteria. In case, the bidder fails to submit any document or submits incomplete documents within the given time, the bid will be rejected.
- 4.0** Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract. Proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.

For Electronic Fund Transfer the details are as below:-

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

b) Bank Particulars (For EMD Collection) :

Name of account : Bharat Heavy Electricals limited

Account No : 10813608636

Branch: CAG-II New Delhi, 4th & 5Th Floor Redfort Capital Parsvnath Towers,
Bhai Veer Singh Marg, Gole Market, New Delhi -110001

IFSC code: SBIN0017313

c) In case, any contractor / vendor shows their inability for issuance of Bank Guarantee from SFMS compliant bank,

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- i. Paper Bank Guarantee shall be sent to BHEL directly by the issuing bank under Registered Post (A.D.) / Speed Post/ Courier/ By Hand along with a covering letter and
- ii. A declaration by contractor / vendor with list of their banks along with a confirmation that none of their banks are SFMS compliant.

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 e-Procurement 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. Techno-commercial Bid (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.

DO NOT'S

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

Digital Signing of e-Tender

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

The Requirement:

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

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

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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 Instructions regarding Hard/Paper Bid - Not Applicable.
- 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 **PERFORMANCE 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 in writing or through e-mail and/or through 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 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The 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

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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 techno-commercial 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 Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under DEBARMENT.
- 17.0** Instructions regarding Hard Bid/Paper Bid – Not Applicable
- 18.0** Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0** REVERSE AUCTION – NOT APPLICABLE
- 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/JV– NOT APPLICABLE
- 24.0** The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0** The bidder may have to produce original document for verification if so decided by BHEL.

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- 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" i.e., <<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>>.
- 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 on "supplier registration page i.e., <<https://www.bhel.com/list-debarred-firms>>.

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

28.1.1 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.

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):

For this procurement, purchase preference to MSE-MII shall be in line with Office Order No. F. No. DPE/3(3)/10-Fin dated 29.05.2023 forwarded by Department of Public Enterprises against Department of Expenditure O M No. F.1/4/2021-PPD dated 18.05.2023. In case of subsequent orders issued by the nodal ministry, changing the definition of MSE, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

- 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 < <https://www.bhel.com/bhel-fraud-prevention-policy-0> > 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. Bidder must be registered on the date of bid submission under relevant applicable Indian/Foreign Laws and in case of foreign business entity, it must be authorized by the global principal to operate in India through its branch office in India.
- II. Bidder must submit copies of Registration Certificate, Permanent Account No. (PAN), Provident Fund (PF) Registration and GST Registration.
- III. 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).
- IV. "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.
- V. "Bidder from a country which shares a land border with India" for the purpose of 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.
- VI. The *beneficial owner* for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of 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.

- VII. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VIII. 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-11.
- (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.

31.2 Global Resource Sharing

All the global resources including domain area experts of the bidder should be available to BHEL for this engagement without any additional costs. For this, the bidder must provide (i) Letter of Comfort for sharing the global resources (Annexure-4), (ii) Proof of Arrangement (e.g. shareholding pattern) along with the bid.

- 32.0** 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 Tie Breaker:** In case, combined Technical & Price bid score of two (2) or more bidders are same, then the bidder scoring higher Technical score would be considered as the successful bidder. However, in case of the same Technical score also, then the bidder scoring higher score in Experience of Bidder (B.2.b.i of Annexure 1 (PQR)) of Technical evaluation criteria would be considered as the successful bidder.

In case more than one bidder happens to occupy same score of in Experience of Bidder, effective H-1 will be decided by soliciting discounts in Price Bid.

In case more than one bidder happens to occupy the H-1 status even after soliciting discounts, the H-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective H-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 CONFLICT OF INTEREST:

- a. In case the Proprietor, Partner or Director of the bidder, or any of the team members proposed to be deployed have any relative or relation employed in BHEL, the authority inviting the bid shall be informed of the fact as and when the bidder/ consultant become aware of them. Failing to do so, BHEL may, at its sole discretion, reject the bid or cancel the contract and forfeit any money due.

- b. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.

- c. The consulting firm shall not engage, either directly or indirectly, during the term of this contract, in any business or professional activities that would conflict with the activities assigned to them under this contract.
- d. The remuneration of the consulting firm pursuant to this contract shall constitute the consulting firm's sole remuneration in connection with this contract or the services and the consulting firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement.
- e. The Consulting firm agrees that during the term of this Agreement and after its termination, the Consulting firm, or any of its affiliates, shall be disqualified from providing goods, works or services related to the initial assignment (other than the services specifically mentioned in this RFP).

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:
 - (i). The principal manufacturer directly or through one Indian agent on his behalf, and
 - (ii). 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."

36.0 **Modality of Award of contract:**

Technical evaluation

S_T is defined as $S_T = 100 \times T / T_H$

Where T (Technical Score) = Marks scored in the following criteria &

T_H (Maximum Technical Score) = Maximum Marks scored by any bidder in the following criteria.

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Price Bid evaluation

The formula for determining Financial Score (S_f) is:

The bid with the lowest cost (F_m) shall be given a Financial score (S_f) of 100. The Financial scores of all other bidders will then be computed as follows:

$$S_f = 100 \times F_m/F$$

where F = the amount indicated in the Price bid of respective bidder.

Combined Evaluation

A combined technical and price bid evaluation will be done as per the QCBS method to finalize the bidders on the basis of delivered cost. Delivered Cost shall be the optimum cost for optimum quality derived on the basis of Score mentioned hereunder:

Final result/ranking of the bidder shall be governed by Combined score ($S = 60\%$ of $S_T + 40\%$ of S_f) obtained by the bidder. S_T and S_f are the loading factors which shall be applied as 60% of $S_T + 40\%$ of S_f to calculate the combined score 'S'.

A combined Score (S) will be calculated according to the following formula:

$$S = 60\% \text{ of } S_T + 40\% \text{ of } S_f \text{ (} S_T \text{ and } S_f \text{ have been defined in Annexure 1-PQR)}$$

Subsequent to the ranking of all the bidders based on their combined score, the bidder with the highest combined score (S) will be declared as H-1 (successful bidder) and shall be recommended for the award of the contract (subject to approval from Competent authority of BHEL) for **Package I – Three (03) Projects**.

After the identification of the successful bidder, BHEL will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of the contract. Techno-commercial and price bid evaluation process has been illustrated below:

Comparative Statement (CST) Sample format

Sl. No.	Bidder	Tech. Score	S_T	Price bid, Lacs	S_f	Combined score, S 60% of $S_T + 40\%$ of S_f	Result/ Ranking
1	ABC	95	$100 \times 95/95 = 100$	600	$300 \times 100/600 = 50$	$60\% \times (95 \times 100/95) + 40\% \times (300 \times 100/600) = 80.00$	H-3
2	DEF	90	$100 \times 90/95 = 94.74$	350	$300 \times 100/350 = 85.71$	$60\% \times (90 \times 100/95) + 40\% \times (300 \times 100/350) = 91.13$	Highest Score Bidder (H-1)
3	GHI	75	$100 \times 75/95 = 78.95$	300	$300 \times 100/300 = 100$	$60\% \times (75 \times 100/95) + 40\% \times (300 \times 100/300) = 87.3$	H-2
4	XYZ	65	$100 \times 65/95 = 68.42$	NA (Price Bid not opened)		NA	-

Note: 'H-1' mentioned anywhere in the tender document to be considered as 'successful bidder' after applying loading criteria as detailed above. Decimal up-to two places shall be taken for evaluation purpose.

For Award for Package II - Two (02) projects:

Based on final awarded value of Package -I, Finalized Highest combined score (S) of H1 bidder (rounding off to two place) shall be counter offered to the other bidders in the order of Price Competitiveness (i.e. Bidder H-2, H-3 and henceforth, referred as bidder 'X').

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For offering Finalized Highest combined score (S) of H1 bidder to bidder 'X', Adjusted Financial score (Adjusted Sf), Adjusted quoted amount/offer of Package -I and Offered Value of Package -II for bidder X shall be calculated as mentioned below: -

- a. $\text{Adjusted } S_f = (S_H - 0.6 * S_T) / 0.4$
Where, S_H = Highest Combined Score of H1 bidder for Package-I;
 S_T = Quality Score of Bidder (X) for Package-I
- b. Adjusted quoted amount /offer = Minimum of (quoted amount among all other bidders and awarded price of H1 bidder) x 100/ Adjusted S_f .

Note: In case the 'Adjusted quoted amount/offer' is greater than the awarded price of H1 bidder, then the awarded price of H1 bidder shall be considered for further calculation in step-(c) below:

Note: Offered Highest combined score (S) to a bidder (X), shall be made by taking the S_T of that bidder (X) and adjusting the S_f by reducing the quoted price by the bidder (X) for Package-I.

- c. Offered Value of Package -II shall be derived as mentioned below: -
 - (i) Adjusted quoted amount /offer shall be entered into the BOQ of Package – I and Item Rate shall be derived.
 - (ii) The derived rates shall be entered in the BOQ for Package-II for calculating the Value of Package -II to be offered.

The bidder accepting the 'Highest combined score (S) of H1 bidder' and corresponding Offered Value of Package -II shall be considered for awarding of Package II.

In case, none of the bidders agrees to match Highest combined score (S) of H1 bidder' and corresponding Offered Value of Package -II, then BHEL, at its discretion reserves the right to award the Package-II to H-1 (successful) bidder.

The total scope of work of **Package-I**, is divided into Three (03) nos. of Sub-Packages as mentioned below:

1. **Package-A:** Project Management Consultancy at 1X800 MW DBCRTPP Yamunanagar.
2. **Package-B:** Project Management Consultancy at 2X660 MW DVC Raghunathpur.
3. **Package-C:** Project Management Consultancy at 2x660MW Koradi TPS BTG on EPC.

The total scope of work of Package-II, is divided into Two (02) nos. of Sub-Packages as mentioned below:

1. **Package-D:** Project Management Consultancy at 1X800 MW GSECL Unit#7 UKAI.
2. **Package-E:** Project Management Consultancy at 2X660 MW CSPGCL Korba West Project

Package I & Package II, to be awarded to two different consultants. However, Sub-Packages A, B & C of Package I and Sub-Package D & E of Package II, shall be treated as Five separate contracts and separate LOA shall be issued. For each item, item rate shall be derived from the price bid. Payment shall be made on item rate basis. In case of any dispute in scope of work between the packages, BHEL decision shall be final and binding to the agency/ies.

The bifurcation of such scope is mention in clause 4.3.1 & 4.3.2 of TCC

The bidder may be called for a technical presentation at a notice of minimum of 3 working days, during tendering process. The presentation should be made by the lead partner, proposed to be working with BHEL on this project, who can be preferably accompanied by the proposed team. Bidder may further be called for a Q&A session after a few days.

At least one partner “Lead Partner” should lead this tendering exercise and should spend significant time (at least once a week) with BHEL along with the consulting firm team on this project & should be available for BHEL on need basis.

37.0 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. Contract agreement with its Amendments
- b. Letter of Award with its Amendments
- c. Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- d. Notice Inviting Tender (NIT)
- e. Price Bid
- f. Technical Conditions of Contract (TCC) —Volume-1A
- g. General Conditions of Contract (GCC) —Volume-1C
- h. Forms and Procedures —Volume-1D

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

for BHARAT HEAVY ELECTRICALS LTD
Sr. Manager / SCT- CPC

Enclosure:

- i). Annexure-1: Pre-Qualifying Requirements along with Quality Based Selection Criteria
- ii). Annexure- A : FORMAT FOR CREDENTIAL SUBMISSION
- iii). Annexure -B of PQR: CV of Team Members
- iv). Annexure-2: Check List.
- v). Annexure-3: NON-DISCLOSURE AGREEMENT
- vi). Annexure-4: LETTER OF COMFORT
- vii). Annexure-5: Not Applicable
- viii). Annexure-6: Integrity Pact
- ix). Annexure-7: Undertaking as per C4 of Annexure-1 i.e. PQR
- x). Annexure-8: Declaration reg. Related Firms & their areas of Activities
- xi). Annexure- 9: Declaration reg. minimum local content in line with revised public procurement
- xii). Annexure-10: Declaration by the Contractor
- xiii). Other Tender documents as per this NIT.

ANNEXURE - 1**PRE-QUALIFYING REQUIREMENTS (PQR)**

JOB	Engagement of a consulting firm for Project Management Consultancy for efficient execution of Thermal Projects of BHEL <u>Package-I:</u> (a) 1X800 MW DBCRTPP Yamunanagar (b) 2X660 MW DVC Raghunathpur, (c) 2x660MW Koradi TPS BTG on EPC <u>Package-II:</u> (d) 1X800 MW GSECL Unit#7 UKAI & (e) 2X660 MW CSPGCL Korba West Project"		
TENDER NO.	BHEL/CPC/ Projects/PMC/26/004		
SL NO	PRE-QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
			Remarks by Bidder
A	Submission of Integrity Pact duly signed	Applicable	
B	<u>Technical PQR:</u> Bidder should meet B.1 and B.2	Applicable	
B.1	Bidder should have Executed Similar Works* for any one of the following in the last Ten years from latest due date of bid submission:		
B.1.1	Executed One work of value not less than ₹ 800 Lakhs excluding GST. 'OR'		
B.1.2	Executed Two works each of value not less than ₹ 600 Lakhs excluding GST. 'OR'		
B.1.3	Executed Three works each of value not less than ₹ 400 Lakhs excluding GST.		
B-2	<u>Quality Based Selection Criteria:</u> Bidder must achieve S_T score of at least 70 marks. S _T is defined as $S_T = 100 \times T / T_H$ Where T (Technical Score) = Marks scored in the following criteria & T _H (Maximum Technical Score) = Maximum Marks scored by any bidder in the following criteria.		
	Sl. No.	Criteria	Max marks
	a	Financial Strength (max marks: 15)	
	(i)	Average annual turnover (T.O.) of the bidder during last three years 2021-22, 2022-23 & 2023-24. In case, the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2021, 2022 & 2023.	10
		i.If T.O. >= 500 Cr:- 10 marks ii.If T.O.>=350 Cr and T.O.<500 Cr: - 9 Marks iii.If T.O.>=250 Cr and T.O.<350 Cr: 8 Marks iv.If T.O.>=175 Cr and T.O.<250 Cr: 7 Marks	

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				v.If T.O.>=125 Cr and T.O. <175 Cr: 6 Mark vi.If T.O.>=100 Cr and T.O. <125 Cr: 5 Mark vii.If T.O.>=70 Cr and T.O. <100 Cr: 4 Mark viii.If T.O.>=50 Cr and T.O. <70 Cr: 3 Mark ix.If T.O.>=35 Cr and T.O. <50 Cr: 2 Mark x.If T.O.>=10 Cr and T.O. <35 Cr: 1 Mark xi.If T.O.<10 Cr.: 0 Mark		
	(ii)	Average annual Profit (P.B.T.) of the bidder during last three years 2021-22, 2022-23 & 2023-24. In case, the bidder is following calendar year as their accounting year, the equivalent period for considering annual Profit (PBT) is 2021, 2022 & 2023.	5	I. If Profit >= 50 Cr: 5 marks II. If Profit >=30 Cr and Profit <50 Cr: 4 Marks III. If Profit >=15 Cr and Profit <30 Cr: 3 Marks IV. If Profit >=5 Cr and Profit <15 Cr: 2 Marks V. If Profit>=1 Cr and Profit <5 Cr: 1 Mark VI. If Profit <1 Cr.: 0 Mark		
	b.	Experience of the bidder (Max Marks: 70)				
	(i)	Number of Similar works* undertaken, <u>each assignment having a value of at least Rs. 400 lacs#</u> , in last Ten Yrs. from latest due date of bid submission.	50	10 orders and above – 50 mark 9 orders – 45 mark 8 orders – 40 Mark 2 orders – 10 mark 1 order – 5 mark Scoring based on normalization with above ceiling.		
	(ii)	Number of Similar Works* successfully completed/ undertaken by Consultant in India in any three sectors i.e. Utility, Energy, Material & Industrial Sector (in the indicated sub-industries), <u>each assignment must have value of atleast Rs. 400 lacs#</u> , in last Ten Yrs. from latest due date of bid submission. (Certificate/email from customer of bidder for successful completion/Satisfactory Performance ” (in case of ongoing work), of consultancy work to be provided)	12	3 orders and above (min. one from each sector) – 12 mark 2 orders (min. one from each sector) – 8 mark 1 order (min. one from each sector) – 4 mark		
	(iii)	Number of Project Management Consultancy work undertaken by Consultant in India in Thermal power Sector, in last Ten Yrs. from latest due date of bid submission. (Certificate/email from customer of bidder for “successful completion” / “satisfactory	8	1 order and above – 8 mark 0 order – 0 mark		

	performance” (in case of ongoing work), of consultancy work to be provided)			
c.	General Profile of Qualification, Experience & no. of Key staff. (Max marks: 15)			
(i)	Subject Area Experts: Bidder must have atleast three no. of Subject Area Experts on role, having experience of Thermal power plant along with experience mentioned below. (Experience: Min. 15 years of experience in infrastructure/power plant and completed at-least 1 (one) power plant project as Project Director or Project lead or Similar role). Each Subject Area Expert should have been involved in atleast 5 no. of Project works. (Certification from CEO / Board of Director / Country Head / Company Secretary / Authorized signatory duly authorized by CEO/Partner of Bidder)	5	15 Projects and above – 5 mark 12-14 Projects – 4 mark 8-11 Projects – 3 mark 4-7 Projects Score – 2 mark 1-3 Projects Score – 1 mark (Considering max. 5 projects for each subject area expert)	
(ii)	Pool of experts - Number of professionals on role of the consulting firm with Min. 5 years of experience of Power plant project. (Certification from CEO/ Board of Director /Country Head / Company Secretary / Authorized signatory duly authorized by CEO / Partner of Bidder)	10	10 no of experts and above – 10 mark 9 no – 9 mark 8 no – 8 mark 2 no – 2 mark 1 no – 1 mark	
	Total	100		

***“Similar work”** is defined as Consultancy engagement involving “Project Management or Construction Management or Cost Reduction or Timely execution strategies or Implementation of Strategy or any combination thereof” in Subindustries Sectors mentioned hereunder: (Refer Global Industry Classification Standard (GICS) 2018, https://www.msci.com/indexes/documents/methodology/0_MSCI_Global_Industry_Classification_Standard_GICS_Methodology_20240801.pdf)

S N	Sector	GICS Code	Sub-Industry
1	Energy	10102010	Integrated oil and gas
		10102020	Oil & Gas Exploration & Production
		10102030	Oil & Gas Refining & Marketing
		10102050	Coal & Consumable Fuels
2	Materials	15101010	Commodity Chemicals
		15101050	Specialty chemicals
		15102010	Construction Materials
		15104010	Aluminum
		15104025	Copper
		15104050	Steel
3	Industrials	20103010	Construction & Engineering
		20104020	Heavy Electrical Equipment
4	Utilities	55101010	Electric Utilities
		55102010	Gas Utilities
		55105010	Independent Power Producers & Energy Traders

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	<u>Each assignment must have value of atleast Rs. 400 lacs#</u>. Order value should be more than or equal to Rs. 400 Lacs (excl. GST). However, atleast 75% of work by value or Rs.300 Lakhs (excl. GST) (whichever is less), should have been executed till due date of bid submission or completion of work. The credentials submitted by the bidders, in the aforementioned sub-industries selected from the reference guideline (Refer Global Industry Classification Standard (GICS) 2024), shall only be considered for evaluation purpose. However, any other credentials pertaining to other sectors/industries/subindustries, not mention above, and falls under other category from the referred guideline (Refer Global Industry Classification Standard (GICS) 2024), shall not be considered for the evaluation purpose. In case of any ambiguity in the selection of sub-Industry of a credential, BHEL decision shall be final and binding. All above financial values are Excl. Taxes.		
C	Financial:	Applicable	
C-1	TURNOVER: Bidders must have achieved an average annual financial turnover (audited) of ₹ 840 lakh or more over last three Financial Years (FY) i.e 2021-22, 2022-23 & 2023-24. In case, the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2021, 2022 & 2023.		
C-2	NETWORTH (only in case of Companies): Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive	Applicable	
C-3	PROFIT: Bidder must have earned profit in any one of the five Financial Years as applicable in the last Five Financial Years.	Applicable	
C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-7) to this effect.	Applicable	
D	Not Applicable		
E	Not Applicable		
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to C Price Bid evaluation The formula for determining Financial Score (S_f) is: The bid with the lowest cost (F_m) shall be given a Financial score (S_f) of 100. The Financial scores of all other bidders will then be computed as follows: $S_f = 100 \times F_m / F$ where F = the amount indicated in the Price bid of respective bidder. Modality of Award of contract is given in NIT Clause 36.0	Applicable	BY BHEL
G	Consortium criteria /Tie-up	Not Applicable	

Explanatory Notes for the PQR (unless otherwise specified in the PQR):**1. Explanatory Notes for PQR 'B1' and 'B2' (Technical)**

- For the criteria QR 'B1', actual executed value shall be considered.
- The evaluation currency for this tender shall be **INR**.
- For PQR B.1, B 2(b.i) and B2(b.ii), Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

$$P = \left\{ R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$$

Where

P = Updated value of work

R = Value of executed work

X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

X_0 = All India Avg. Consumer Price index for industrial workers for last month of work execution.

Y_N = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

Y_0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution.

2. Explanatory Notes for PQR 'C' (Financial)**C-1**

- Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against 'C-1' above along with all annexures.
- Evaluation of Turnover criteria shall be calculated from the Audited Balance Sheet and Profit & Loss Account for the three Financial Years (FY).
- In case audited Financial statements have not been submitted for all the three years as indicated against 'C-1' above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.
- 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.

C-2

NETWORTH: (Only in case of companies) of the bidder should be positive.

Note: Net Worth shall be calculated based on the latest Audited Accounts as furnished for 'C-1' above.

Net worth = Paid up share capital + Reserves.

C-3

Bidder must have earned profit in any one of the five financial years as applicable in the last five financial years as furnished for 'C-1' above.

Note: PROFIT shall be PBT earned during any one year of last five financial years. for evaluation of PQR,

C-4 Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.

Common Explanatory Notes:

1. For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria B1 above, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:
 - a. The parent company shall have a controlling stake of $\geq 50\%$ in the subsidiary company (as per Format-1).
 - b. The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit (SD) equivalent to 1% of the total contract value
 - c. The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).
 - d. Void.
 - e. Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder'.
2. Completion date for achievement of the technical criteria specified in the 'B' above should be in the last Ten (10) years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the "Financial Year quarter of bid submission". (for e.g. -Work completed on 01.01.2014 shall be considered even if latest date of bid submission is 20.03.2021).
3. "Executed" means the bidder should have achieved the technical criteria specified in the Common QR even if the Contract has not been completed or closed.
4. Experience of the sister concerns or part of same global firm from all International office locations of the bidder shall also be acceptable in case of global project references.
5. For evaluation if one or more consultants have worked on the same project, these will be considered as separate for the individual consultants
6. Bidders need to submit **Annexure A (FORMAT FOR CREDENTIAL SUBMISSION) & Annexure B (CV of Team Members) wherever** applicable to establish the qualification.

NOTES:

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

CREDENTIALS SUBMITTED BY THE BIDDER AGAINST "PRE-QUALIFYING CRITERIA" SHALL BE VERIFIED FOR ITS AUTHENTICITY. IN CASE, ANY CREDENTIAL (S) IS/ARE FOUND UNAUTHENTIC, OFFER OF THE BIDDER IS LIABLE TO THE REJECTION. BHEL RESERVES THE RIGHT TO INITIATE ANY FURTHER ACTION AS PER EXISTANT GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS.

Annexure A

FORMAT FOR CREDENTIAL SUBMISSION

**Uploaded separately in Excel Sheet and need to upload by
Bidder in the same format**

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ANNEXURE-B of PQR
CV of Team Members

(Please attach a separate sheet for Project Director, Commercial Manager, Project Manager & Technical Leads)

1	Name of the Team Member	
2	Current Designation in the firm	
3	Proposed position in this assignment	
4	Years in the Firm	
5	Date of Birth	
6	Nationality	
7	Education Qualification	
8	No. of years of experience, in the area as desired <i>Please mention the experience of the concern person along with Consulting experience if any.</i>	
9	Experience of Project Management Consultancy <i>Please mention the Experience pertaining to consulting in similar works.</i>	
10	Area of Expertise	
11	Major Achievements	

I/ We, the undersigned, certify that, to the best of my/ our knowledge and belief, this profile correctly describes the team member, his/ her qualifications, and his/ her experience. I/ We understand that any willful misstatement described herein may lead to disqualification or dismissal of the team member, if engaged.

In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/ we am/ are aware that I/ we may be held liable for it and BHEL has the right to reject the offer in full or part without assigning any reasons, whatsoever.

Place & date

Signature & seal of the Authorized Signatory

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Format-1**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)

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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

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ANNEXURE - 2**CHECK LIST****NOTE: - Tenderers are required to fill in the following details and no column should be left blank**

1	Name of the Tenderer		
2	Address of the Tenderer		
3	Type of the Firm/ Company		
(i)	In case of Individual Tenderer	His / her full name, address and place & nature of business shall be furnished along with the offer.	
(ii)	In case of Partnership Firm	The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be furnished along with the offer.	
(iii)	In case of Companies	a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.	
4.a	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
4.b	Details of alternate Contact person for this Tender	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID:	
5	Validity of Offer	To be valid for Six Months from due date	
6	EMD Details (Remittance of EMD should be in line with Mode of Deposit as detailed in clause 1.9.1 of General Conditions of Contract (Volume IC Book-II))		
	A) Cash portion of EMD (Minimum Rs 2 Lakhs)	Mode of Remittance: Ref No: Date: Amount:	
	Balance portion of EMD	Mode of Remittance: Ref No: Date: Amount:	
	DESCRIPTION	Applicability (BY BHEL)	Enclosed By Bidder
7	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE – 1) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO

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	DESCRIPTION	Applicability (BY BHEL)	Enclosed By Bidder
8	In case Balance portion of EMD is submitted in the form of Bank Guarantee (BG),	Applicable	
	a) Copy of SFMS (Structured Financial Message System) to be attached along with the bank guarantee towards verification of authenticity of BG.		YES / NO
	b) Declaration by contractor / vendor with list of their banks along with a confirmation that none of their banks are SFMS compliant and Paper Bank Guarantee sent to BHEL directly by the issuing bank under Registered Post (A.D.) / Speed Post/ Courier/ By Hand along with a covering letter.		YES / NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read and understood	Applicable	YES / NO
10	Audited Balance Sheet and profit & Loss Account for the last Three/Five years as mentioned at PQR C-1 & C-3.	Applicable	YES / NO
11	Copy of PAN Card	Applicable	YES / NO
12	Copy of GST registration	Applicable	YES / NO
13	Submission of copy of Registration /Incorporation Certificate, Partnership Deed (Certified by Notary Public) as applicable for firm	Applicable	YES / NO
14	Organization Chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.	Applicable	YES / NO
15	Integrity Pact (Annexure – 6 of NIT)	Applicable	YES / NO
16	Annexure-A of PQR: FORMAT FOR CREDENTIAL SUBMISSION	Applicable	YES / NO
17	Annexure -B of PQR: CV of Team Members	Applicable	YES / NO
18	Annexure – 03 – Non-Disclosure Agreement	Applicable	YES / NO
19	Annexure – 04 – Letter of Comfort	Applicable	YES / NO
20	Annexures – 7, 8, 9 & 10 of NIT	Applicable	YES / NO
21	Offer forwarding letter / tender submission letter [Form No. F-01 (Rev 00)]	Applicable	YES / NO
22	Declaration by Authorized Signatory [Form No: F-02 (Rev 00)]	Applicable	YES / NO
23	Power of Attorney for Submission of Tender/Signing Contract Agreement [Form No: F-03 (Rev 00)]	Applicable	YES / NO
24	Declaration by Authorized Signatory regarding Authenticity of submitted documents [Form No: F-04 (Rev 00)]	Applicable	YES / NO
25	No Deviation Certificate [Form No: F-05 (Rev 00)]	Applicable	YES / NO
26	Declaration confirming knowledge about Site Conditions [Form No: F-06 (Rev 00)]	Applicable	YES / NO
27	Declaration for relation in BHEL [Form No: F-07 (Rev 00)]	Applicable	YES / NO
28	Non-Disclosure Certificate [Form No: F-08 (Rev 00)]	Applicable	YES / NO
29	Bank Account Details for E-Payment [Form No: F-09 (Rev 00)]	Applicable	YES / NO
30	Format for seeking clarification [Form No: F-10 (Rev 00)]	Applicable	YES / NO
31	Analysis of Unit rates Quoted [Form No: F-11 (Rev 00)]	Not Applicable	YES / NO
32	Capacity Evaluation of Bidder for current Tender [Form No: F-12 (Rev 00)]	Not Applicable	YES / NO
33	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES / NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

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

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ANNEXURE-3**NON-DISCLOSURE AGREEMENT**
(To be signed with the selected bidder)

M/s...

(Name and details of the consulting firm)

Non-Disclosure Agreement

BHEL has appointed M/s [•] (hereinafter referred to as 'Consulting Firm') for providing services with regard to "*Engagement of a Consulting Firm for Project Management Consultancy*"

For purpose of this Agreement, "confidential information" means all information whether oral, hard copy or electronic which may be disclosed or to which the recipient may be provided access in accordance with this Agreement or which is generated as a result of or in connection with the business purposes which is generally not made available to the public.

As a condition of the consulting firm's involvement in this work with BHEL, the consulting firm will be bound by the following terms and conditions (hereinafter also the "Agreement"):

- In performing the duties for which the consulting firm has been associated with BHEL, the consulting firm may see and have access to confidential, sensitive and/or private information (hereafter "confidential information"), disclosed to him/her or known by him/her as a consequence of his/her association with BHEL and not generally known outside BHEL, consulting firm will not disclose such confidential information.
- During the consulting firm's involvement in this work & association with BHEL and after his association is completed/terminated, the consulting firm will not disclose to, discuss or share with any unauthorized person, group or department, inside or outside of BHEL, any confidential information, in any form, except to the extent such disclosure, discussion or sharing is authorized by BHEL.
- The consulting firm will not use confidential information for his/her own personal purposes.
- The consulting firm will not copy or remove any information from BHEL materials containing confidential information, except to the extent that the consulting firm is given permission to do so by BHEL.
- The consulting firm will not look at, examine, or retrieve any document, file, or database, except those to which the consulting firm is authorized to access and which are necessary for him/her to access in order to perform his/her assigned duties.
- The consulting firm will not discuss or share with any unauthorized person, group or department, inside or outside BHEL, any conclusions that the consulting firm or others draw from confidential information if discussing or sharing those conclusions would reveal any confidential information.
- If the consulting firm is ever uncertain whether any information is confidential or not, the consulting firm will resolve all uncertainties in favor of preserving the confidentiality of that information, and the consulting firm will seek clarification from BHEL before engaging in any conduct that could jeopardize the confidentiality of the information.
- If the consulting firm has to disclose the confidential information to a person inside BHEL, it is his/her responsibility to inform that person about the confidentiality code laid here and to make him/her accept this code before giving the confidential information to him/her.
- If the consulting firm becomes aware that a breach of confidentiality has occurred due to his/her own or others' acts or omissions, the consulting firm will immediately notify BHEL.
- Upon termination of his/her assignment or as requested by BHEL, the consulting firm will return all material containing confidential information to BHEL.

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- The consulting firm has to take prior permission from BHEL w.r.t. sharing the outcome and tailored made recommendations of this study with any outside agency.

Exceptions

The confidentiality obligations shall not apply to:

- information which is, or later becomes obtainable from other non-confidential sources,
- information that was known to the recipient prior to the disclosure thereof; as evidenced by written records,
- information that the BHEL waives the recipient's duty as to the confidentiality in writing.
- disclosure of information required by law, any decree or order of Government authority, by court or statutory law, by judicial/quasi-judicial bodies, statutory bodies.

The consulting firm agrees to abide by the clauses of the Confidentiality Agreement that BHEL has executed with the consulting firm.

The obligations contained in this Agreement shall subsist for a period of five (5) years from the date of signing this Agreement and shall not terminate upon completion or termination of the Exercise or Discussions.

The provisions of this Agreement shall be governed by and construed in accordance with the laws of India and any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Indian courts located at New Delhi.

Please indicate your acceptance of the terms hereof by returning the enclosed copy of the present letter countersigned by your company's legal representatives, whereupon it shall become a binding agreement.

Bharat Heavy Electricals Ltd.

Agreed and accepted by:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LETTER OF COMFORT

(On the letterhead of parent company of the bidder)

To,
BHEL-CPC
8th Floor BHEL Sadan
Film City Sector 16A,
Noida

Dear Sir/ Madam,

Sub: Comfort Letter

We hereby confirm that, for the work under RFP no. [•] for Engagement of a Consulting Firm for Project Management Consultancy, [•] [the name of the parent company] is willing to provide access to all its global partners/ domain area experts to BHEL, as and when required by BHEL for this assignment, without any additional costs.

On behalf of [name of the parent company]

[Signature & seal]

Place & date

Signature & seal of CEO/Country Head/ Partner

Place & date

NOT APPLICABLE

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INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **Tender No.: BHEL/CPC/Projects/PMC/26/004** for **Engagement of a consulting firm for Project Management Consultancy for efficient execution of Thermal Projects of BHEL**

Package-I:

- (a) 2X660 MW DVC Raghunathpur Project,,
- (b) 1X800 MW Yamunanagar Project,
- (c) 2x660MW Koradi TPS BTG on EPC,

Package-II:

- (d) 1X800 MW GSECL Unit#7 UKAI,&
- (e) 2X660 MW CSPGCL Korba West".

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal**1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -**

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

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

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

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

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- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

- 8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

For & On behalf of the Bidder/ Contractor

(Office Seal)

Witness: _____

(Name & Address) _____

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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,
Central Procurement Cell (CPC), 8th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301

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:

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

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ANNEXURE-8**DECLARATION**

Date: _____

To:

(Name and Designation of Officer of BHEL inviting the Tender);Bharat Heavy Electricals Limited,
Central Procurement Cell (CPC), 8th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301Sub: **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: _____

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Annexure-9

**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,

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

Bharat Heavy Electricals Limited,
Central Procurement Cell (CPC), 8th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir,

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

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

We hereby certify that the items/works/services offered by..... *(specify 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) with valid UDIN.**
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

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ANNEXURE-10**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,
Central Procurement Cell (CPC), 8th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301
Dear Sir,**Sub:** Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017**Ref:** 1) NIT/Tender Specification No:.....,
2) All other pertinent issues till date

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

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

Thanking you,
Yours faithfully,

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

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

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

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