

Ref. Enquiry No.: 77/24/6113/AMI dated 25.04.2025

DUE DATE

16.05.2025

BY 02:00 PM

Dear Sir/ Ma'am

Subject: Open tender Enquiry for "LT Switchgear" for 2X800MW NTPC LARA STPS STAGE – II project

BHEL invites your offers for **LT Switchgear** for scope as described in the various sections of the technical specification for **2X800MW NTPC LARA STPS STAGE – II project**.

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

Item Description – LT Switchgear			
Sl. No.	Project	TECHNICAL SPECIFICATION	Delivery completion schedule
1	2X800MW NTPC LARA STPS STAGE – II	PE-TS-508-506-E002, ISSUE NO. 01, REV NO. 00	As per Documentation Requirement of Technical Specification

Your best quotation/offer for the above requirement, in line with tender terms and conditions, should be submitted **online via e-procurement system (NIC portal)**. It shall be the responsibility of the bidder to ensure that the tender is submitted **on or before the due date by 02:00 PM** Part-I (techno-commercial) bids shall be opened **at 03:00 PM on due date**.

Bidders to note that detailed tender documents have been uploaded on following website: -

<https://eprocurebhel.co.in>

Bidders are requested to upload their best offer on <https://eprocurebhel.co.in> only. In case bidders are not interested to quote, please send us the regret by e-mail or letter.

ENQUIRY TERMS AND CONDITIONS:

- Bidders who are participating in this tender please note that GeM seller ID is mandatory before placement of order.
- Offers should be submitted/uploaded separately in two parts **online through e-procurement system** as follows:

Part-I: TECHNO-COMMERCIAL BID

Part-II: PRICE BID

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

- Bidders shall submit their offers meeting the requirements of the following tender documents indicated in BHEL PEM GCC Rev- 07, Corrigenda to GCC Rev. 07 and other Terms and Conditions included in this Enquiry Letter. Web link of GCC Rev 07 shall be as below, **bidders may download the GCC Rev 07 from the given web link and go through the same before quoting: -**

<https://pem.bhel.com/Documents/GCC/GCCRev07.pdf>

<https://pem.bhel.com/gcc.aspx>

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4. Bidders to note that following form the part of tender documents:
 - a. Enquiry terms & conditions (NIT)
 - b. Technical PQR and Financial PQR
 - c. Special Conditions of Contract (SCC Rev. 01) of Project.
 - d. General Conditions of Contract (GCC) Rev 07 & corrigenda to GCC Rev. 07 comprising of: **Instructions to Bidders (ITB)** and **General Commercial Terms & Conditions (GCTC)**
 - e. Technical Specifications & BoQ
5. Any hidden conditions/deviations mentioned elsewhere in offer and standard pre-printed terms & conditions of the tenderers shall not be considered valid.
6. Tenders shall be submitted strictly in accordance with the requirements of the above-mentioned tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately in Annexure-II of GCC Rev-07 along with reasons for taking such deviations in the bidding format in E-Procurement portal (NIC portal). Any deviations (Technical as well as Commercial) not mentioned in the Annexure-II shall not be considered. Bidders to note all the points mentioned in "Notes" of Annexure-II of GCC Rev.07.
7. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per General Conditions of Contracts (GCC, Rev.07), Special Conditions of Contract and Notice Inviting Tender (NIT)" **in case of no deviations.**
8. Unsolicited fresh/revised bids shall not be entertained.
9. If any bidder has mentioned the term "Not Applicable" / "not required" / "not quoted" in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by the successful bidder.
10. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
11. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be dispatched only after Purchaser's/Owner's inspection of the hold points specified in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC).
12. Offers should be submitted separately in two parts online through e-procurement system only (NIC portal), however, all correspondence thereof, shall be addressed to the following persons and sent at the following address:

Mr. Nitish Manu
Manager, PG-II
E-mail: nitishmanu@bhel.in
Mob: 9999891162

Mr. Amit Meena
Sr. Manager, PG-II
E-Mail: amitmeena@bhel.in
Ph. No. +91-120- 6748101;
Mob: 8800579479

M/s. Bharat Heavy Electricals Ltd.,
Project Engineering Management,
3rd Floor, New Building, BHEL, Plot No 25, Sector-16A, Noida-201301, U.P., INDIA

13. Pre Bid Detail(s) : Pre-bid meeting shall be scheduled on 5.05.2025 at 10:00 AM at BHEL, Noida office address as above. <= 10 days from tender issue date>

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14. Evaluation shall be done on Total Cost to BHEL basis excluding GST.
15. Package is not divisible in nature.
16. Integrity Pact : Integrity pact is applicable for subject package.

(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.

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 provided in the NIT."

17. **Govt. of India's Public Procurement Policy – Preference to Make in India Clause: -**
Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate.

The minimum local content to qualify as a class 1 local supplier is 60%.

All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020.

18. Bidder to note that this is a conditional Open tender enquiry subject to following conditions: -
 - a. Meeting of Technical and Financial PQR
 - b. Techno-commercial qualification/recommendation of bidder by the BHEL-PEM.
 - c. Offered item should mandatorily conform to PP-MII order provisions.
 - d. Approval of vendor from end Customer (NTPC) shall be taken up by BHEL-PEM.
 - e. Bidders who are not approved from end customer should furnish the credentials as per NTPC's sub-supplier questionnaire.

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19. Compliance of model clauses as provided in Annexure-III of Ministry of Finance Order (Public Procurement No. issued on 23.07.2020 (Restrictions under Rule 144 (xi) of the GFR,2017) shall be applicable for subject tender. Model Certificates provided in same Annexure-III shall also be complied. Further, relevant clause of order no. 25-11/6/2018-PG dated 02.07.20 issued by MoP shall also be complied. An undertaking regarding Model Clauses (as applicable from Annexure-III) shall be furnished by bidders along with bid documents.
20. CIF is not available for this package.
21. For bidders (who are not registered with BHEL-PEM) -Online Registration Portal is operational in BHEL. Registration in BHEL-PEM is not mandatory for this tender. However, Non-registered Vendors, who wish to apply for registration with BHEL-PEM, can apply through Online Registration Portal available at www.bhelpem.com → vendor section → Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration may be uploaded on the website and submit the application for registration.
22. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website only ([https:// https://eprocurebhel.co.in](https://eprocurebhel.co.in)) under subject tender reference. Bidders are requested to visit our website from time to time to keep themselves updated. Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender. For Bidders' convenience, the Helpdesk Nos. of E-Procurement (NIC) Portal is available at website i.e. <https://eprocurebhel.co.in>.
23. If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e- Procurement (NIC portal), in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch.
24. Bidders to note that "This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipment etc.) & hence criteria of prior experience /turnover shall be same for all bidders including start-up /MSME".
25. PVC shall be applicable for this enquiry for PMCC / PCC / MCC / ACDB / DCDB ONLY) as per IEEMA circular (<https://ieema.org/wp-content/uploads/2020/07/lvswgr-jan-2019.pdf>). PVC Ceiling limit shall be positive (+ve) 20% of Ex-works price and negative (-ve) unlimited. Price variation is not applicable for AC/DC MCCB Box, networking hardware for numerical relays/IMC/WTS, HMI commissioning-visit, HMI system, tools & tackle, site modification, E & C spares & mandatory spares.
26. Overall (%) variation in contract values (due to changes in the scope) shall be up to (-) 30% to (+) 30% of the total contract value", same shall supersede quantity variation in Cl. 6.0 of GCTC of GCC Rev. 07.
27. **Delivery & Payment terms:**

SCOPE	DELIVERY	PAYMENT TERM
BOARDS (Item nos. 1-73 of BOQ-CUM-Price Schedule for LT Switchgear)	Lot shall be released along with Cat-1 approved drawings/documents applicable for the lot. Delivery time of the lot shall be 120 days from date of issue of applicable	As per Clause 9.1.1 of GCTC of GCC Rev. 07

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	Cat-1 approved dwgs/docs. (Refer "Documentation Requirement" sheet of Technical Specification)	
HMI SYSTEM (Annexure-A)	Within 30 days from approval of "Overall system architecture for LT Switchgear Network"	As per Clause 9.3.1 of GCTC of GCC Rev. 07
HMI E&C (Annexure-A)	Within 15 days from intimation by BHEL and readiness of site for the activity	As per Clause 9.4 of GCTC of GCC Rev. 07
NETWORKING HARDWARE FOR NUMERICAL RELAY & IMCC AND WIRELESS TEMPERATURE MONITORING SENSOR (Annexure-B1 AND B2)	Within 60 days from approval of "Overall system architecture for LT Switchgear Network"	As per Clause 9.3.1 of GCTC of GCC Rev. 07
NUMERICAL RELAY, IMCC & WIRELESS TEMP MONITORING SYSTEM COMMISSIONING (Annexure-C)	Within 15 days from intimation by BHEL and readiness of site for the activity	As per Clause 9.4 of GCTC of GCC Rev. 07
TOOLS & TACKLES (Annexure-D)	Within 90 days from BHEL clearance	As per Clause 9.1.1 of GCTC of GCC Rev. 07
SITE MODIFICATION CHARGES (Annexure-E)	Within 15 days from intimation by BHEL and readiness of site for the activity	As per Clause 9.5 of GCTC of GCC Rev. 07
E&C SPARES (Annexure-F)	Within 90 days from BHEL clearance	As per Clause 9.1.1 of GCTC of GCC Rev. 07
Mandatory spares (Annexure-G)	Within 4 months from BHEL clearance	As per Clause 9.1.1 of GCTC of GCC Rev. 07
AMC	Within 5 days from intimation by BHEL	As per Clause 9.5 of GCTC of GCC Rev. 07

28. **Guarantee Period:** Guarantee Period shall be as per clause no. 12 of General Commercial Terms & Conditions (GCTC) of GCC Rev. 07.
29. **Minimum E&C Charges:** Total Erection & Commissioning Charges (excluding GST) for HMI System & Networking Hardware for Numerical Relay, IMCC & Wireless Temperature Monitoring System should be minimum 20% of the total quoted price of the HMI System & Networking Hardware for Numerical Relay, IMCC & Wireless Temperature Monitoring System (including freight & excluding GST) and erection & commissioning (excluding GST), failing which the break-up of prices shall be adjusted accordingly for ordering. However, while doing adjustments, vendor quoted prices for remaining scope of contract will not be changed.
30. **Performance Security:**
- I. Initially 10% of the contract value (total Ex-works price excluding PVC). 5% of the contract value (excluding PVC) will be released after completion of Main Supply based on certification by Project Group. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/ warranty/ AMC upon certification by PG.

OR

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5% of the contract value (total Ex-works excluding PVC). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of Main Supply based on certification by Project Group. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/ warranty/ AMC upon certification by PG.

- II. Initial validity of performance security shall be 26 months from PO date (Considering engineering time of 2 months + delivery period of 4 months + 18 months guarantee period + 2 months claim period. Further, extension shall be in order to cover the entire guarantee period.
- III. Performance Security @ 5% of contract value can be proportionately reduced after completion of Guarantee Period Lot-wise/Unit-wise/ Stage-wise/Set-wise/Scope wise (Main Supply/Mandatory spares/Services excluding PG test) subject to the units/sets/stages/Scope (Main Supply/Mandatory spares) being explicitly specified in delivery terms in the contract.

Modes of deposit:

Performance security may be furnished in the following forms:

- a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- e) Insurance Surety Bond. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Performance Security is to be furnished within **14** days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Forfeiture of Performance Security:

- a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.
- b) PS should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
- c) The Performance Security shall not carry any interest.

Note - In case of BG from private banks, a clause shall be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in the Delhi-NCR.

This clause shall prevail over clause no. 11.0 of GCTC of GCC rev 07.

31. **Earnest Money Deposit:** EMD amount shall be Rs. 40 Lakh.

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EMD is to be submitted by all the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).
Modes of deposit: -

The EMD may be accepted only in the following forms:

- i. Electronic Fund Transfer credited in BHEL account (before tender opening)

BHEL-PEM account details are as follows:

Bank name, State Bank of India
Account No: 39922687394
IFSC: SBIN0017313
BRANCH-CAG II NEW DELHI

- ii. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer).
- iii. Fixed Deposit Receipt (FDR)
- iv. Bank Guarantee from any of the Scheduled Banks.
- v. Insurance Surety Bonds.

The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

Forfeiture of EMD

- a) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
 - b) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines.
 - c) Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.
 - d) Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.
 - e) EMD shall not carry any interest
32. **Validity of contract (PO rates, terms and conditions):** Vendor has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances if delay happens in providing inputs/ clearances (inputs, Engineering approvals, deputing inspector for inspection, issuance of MDCC and any hold imposed owing to site issues etc.) for which delivery time extension is admissible, in such situation it shall be obligatory at vendor part to execute the contract at PO rates, terms and conditions where inputs/ clearances has been accorded within validity of contract. Validity period for various activities shall be as defined below or as mentioned in the NIT.

32.1. Validity of the contract for main supply including quantity variation.

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- Contract validity shall be 2 years for supply & 3 years for site modification. However, delay at vendor's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at vendor's end.

For example: Original Delivery period for main supply: A (in days)
Delay at vendor's end: B (in days beyond "A" days)
Contract validity: C+B (in days) where C is contract validity defined above

32.2. Validity of the contract for supply of mandatory spares/ services -applicable in the contract:

- Validity of contract for supply of mandatory spares/ services applicable in the contract shall be one year over and above contractual validity period for main supply including quantity variation as specified at point no. 32.1 above.

32.3. Validity of the contract for AMC:

- The commencement date for AMC will be the date of taking over by the end customer. However tentatively commencement date of AMC shall be 29.12.2027. Validity of the contract shall be till 29.12.2030 or three years from the date of taking over by end customer whichever is later.

Notes:

- B is the Vendor delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL at point no. 2 above.
- Main supply including quantity variation, mandatory spares/services applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by vendor/supplier at PO rates, terms and conditions.
- Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

33. Delivery Extension: Extension of contractual delivery time:

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

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

- Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT.
- Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the vendor (i.e. resubmission owing to end customer comments) as certified by BHEL. Time extension equivalent to the resubmission time noted in the tech. spec and consequential increase in the approval time in lieu of increase in iteration shall be applicable. However, for incomplete re- submission time loss shall be in vendor account.
- Delay in providing engineering input/material by BHEL.

- IV. Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC Rev 07 terms.
- V. Any hold put by BHEL for whatever reasons during execution of contract (within contract validity period), time extension equivalent to hold period shall be admissible. However, in the event hold period continues for more than 30 days then, an additional fifteen days for the purposes of mobilization and demobilization of resources shall also be admissible.

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

34. **Evaluation Conditions: (Reverse Auction)** -BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking. "Vendors to note that above RA clause will supersede clause no 13 of "Instruction to Bidders" of GCC Rev 07".

35. **Liquidated Damages:**

Supply : Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent of the Undelivered portion of order / contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total Main supply contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered Main Supply goods/stores within the period stipulated in the Order/ Contract. Additional Qty. (provided separately under Qty. var. clause of contract) shall be considered as separate Main Supply lot for LD purpose.

Services (including commissioning & site modification) : For delay in deputing service engineer, LD on services portion shall be applicable @ $\frac{1}{2}$ percent of the services portion contract value (excluding element of taxes) per week or part thereof. However, total LD (supply + services) shall be limited to 10% of cumulative total contract value excluding taxes and freight (supply + services).

Services (AMC): For delay in deputing service engineer, LD shall be applicable @ $\frac{1}{2}$ % of the total AMC value (excluding element of taxes) per week or part thereof. However, total LD (supply + services) shall be limited to 10% of cumulative total contract value excluding taxes and freight (supply + services).

Mandatory Spares: LD on mandatory spares portion where delivery for mandatory spares is defined separately in the Order/Contract. LD shall be applicable @ $\frac{1}{2}$ percent, of the total of mandatory spares contract value excluding GST per week or part thereof, limiting to 10% of total contract value of mandatory spares excluding GST.

Note: If Order/ Contract involves two or more Units/ Sets/Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ lot/Stage wise and total LD amount shall be limited to 10% of total Order/ amended Order value excluding GST of delayed Unit/ Set/ Lot/Stage.

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Supplier to essentially quote prices against each line item of the BOQ in the respective columns. 'NIL', 'Free of Cost', 'Zero', etc. shall not be mentioned for any line item of the BOQ. In such case, Liquidated Damages shall be levied on the Total order/ contract value instead of undelivered portion of the Order/ contract. Also, if price of any line item (X) is mentioned 'Included' in any other line item (Y), then in case of delay in delivery of item (X), LD shall be applicable on value of item (Y).

36. Breach of Contract, Remedies and Termination:

In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Supplier using following instruments:

- (i) encashment of security instruments like EMD, Performance Security with PEM against the said contract.
- (ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Supplier, retention amount etc. with PEM.
- (iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Supplier, retention amount etc. with other units of BHEL.
- (iv) Any other mode as deemed fit by the Buyer at its sole discretion.
- (v) if recovery is not possible then legal remedies shall be pursued.

However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.

37. 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 authorise only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal,'or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

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38. Detailed offers are to be uploaded including the following along with the Price schedule as per BHEL format enclosed with NIT:

- Acceptance of BHEL-PEM GCC (Rev.-07) & Corrigenda to GCC Rev. 07
- Acceptance of Special Conditions of Contract (SCC Rev. 01) for the project
- Technical & Commercial Deviations if any along with Cost of withdrawal in Annexure-II of GCC Rev 07
- Technical Pre-Qualifying Requirement (Tech PQR)
- Financial Pre-Qualifying Requirement (Fin PQR)
- Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of terms & instructions conveyed
- Un-Priced price format duly filled in 'Quoted' or 'Q' in each column/row.
- Filled Format of Certification reg. Local content
- Land Border

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

Please note that all correspondence from BHEL-PEM before Part-I opening shall also be part of NIT.

Thanking You

Yours faithfully,
For and on behalf of BHEL-PEM

Nitish Manu
(MANAGER/PG-II/BHEL PEM)

Enclosures:

1. Technical Specification No. **PE-TS-508-506-E002, ISSUE NO. 01, REV NO. 00**
2. Technical PQR and Financial PQR
3. Unpriced format (Annexure-I)
4. Unpriced Deviation schedule (Annexure-II)
5. Format of Certification reg. Local Content
6. Format of Certification reg. Land Border
7. SCC Rec. 01

Ref. Enquiry No.: 77/24/6113/AMI dated 25.04.2025

(Letter head of Company)

Annexure-I

Ref.....

Date.....

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

Subject: - Certification regarding local content

Reference: Bid No. **Tender Ref. No. 77/24/6113/AMI dated 25.04.2025**

Name of Package: **LT Switchgear**

Dear Sir,

We hereby certify that items offered by us of **LT Switchgear** for **2X800MW NTPC LARA STPS STAGE – II** meets the requirement of minimum local content of NIT in line with applicable clause of Make In India and the Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019, 04.06.20, 16.09.20, 16.11.21, 19.7.2024 and 5.12.2024.

Local content of the items being offered by us is %.

We further confirm that

- (a) details of location at which the local value addition is made will be our registered works at..... (address of the works)
- (b) Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- (c) The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

We hereby certify that local content calculation has been done in line with revised Public procurement order 2017, dated 19.07.2024.

Yours truly

..... (Statutory auditor to be supported along with AGM resolution for appointment of such auditor)

..... (firm name)

Nitish Manu /Manager/PG-II
PS-Project Engineering Management,
3rd Floor, New Building, BHEL,
Plot no. 25, Sector – 16A, Noida (UP) 201301, INDIA
Phone: +91-9999891162

Regd. Office
BHEL House Siri Fort
New Delhi-110049

(Letter head of Company)

Annexure-II

Ref.....

Date.....

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

Subject: - DECLARATION REGARDING LAND BORDER

Reference: Bid No. **Tender Ref. No. 77/24/6113/AMI dated 25.04.2025**

Project : **2X800MW NTPC LARA STPS STAGE – II**

Package: **LT Switchgear**

TO WHOM SO IT MAY CONCERN

This is with reference to Ministry of Finance circular dated 23.02.23 reg. restriction under rule 144 (xi) of GFR.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that M/s (bidder name) is not from such a country and is eligible to be considered/participate in tender enquiry for against aforesaid tender enquiry.

Thanking you,

Sign & Signature (Not below Director/owner of the company)

Date:

Place: