



BHARAT HEAVY ELECTRICALS LIMITED भारत हैवी इलेक्ट्रिकल्स लिमिटेड
(A GOVT. OF INDIA UNDERTAKING) (भारत सरकार का उपक्रम)
PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER (NIT)

Enquiry No- 77/25/6043/RAE & 77/25/6044/RAE

Date -12-Jun-25

BHEL invites offers from reputed Suppliers as per following terms and conditions -

1. Tender Type	Open Tender (Domestic-Indian)		
2. Package	Misc. Pumps-Horizontal & Vertical		
3. Project	2 X 800 MW NTPC LARA STPS STAGE-II		
4. Executing Agency	BHEL-PEM		
5. Mode of Enquiry	E - PROCUREMENT		
6. Nature of Package (Divisible/Non-Divisible)	Non-Divisible		
7. Numbers of Part bid	2-Part bid (Techno-commercial and Price bid)		
8. Due Date & Time	For offer submission	23.06.2025	11:00 IST
	For P-1 bid opening	23.06.2025	16:00 IST
9. Earnest Money Deposit (EMD)	Applicable for Misc Pump (Horizontal) only	EMD Amount	6,00,000
10. Tender Cost	NIL		
11. Eligibility of Local Supplier as per MII	Only Class I Supplier (with local content 60% and above)		
12. Technical Scope	As per Technical specification No: PE-TS-508-100-W001 (REV. 0), (Horizontal) PE-TS-508-100-W002 (REV. 0) (Vertical)		
13. Pre-bid Clarification	Suppliers to contact BHEL-PEM (over phone/ mail/ visit-BHEL-PEM) for any clarification (Technical or Commercial) at least 05 days before the due date of Tender opening & get it clarified well before the due date, so that offers by the Suppliers may be submitted within the due date & time.		
14. Prequalification Requirements	Financial PQR- Not applicable		Technical PQR- YES
15. Delivery terms for Supply	FOR Despatch Station		
16. Delivery Schedule:			
Main Supply, Mandatory	1. <u>Delivery Schedule for Misc Pump (Horizontal)</u>		
	a. Main Supply : Delivery completion for Main supply-shall be 240 days from the PO date.		

Spares and Services

- b. **Mandatory Spares.: 90 days** from BHEL clearance. Separate manufacturing clearance will be issued for mandatory spares.
- c. **Services: PG Test and Installation Check (For all Pumps) & Supervision for replacement of Gland packing with Mechanical Seal (for DMCW TG-Aux's Pumps, DMCW SG-Aux's Pumps, DM Make-up Pumps, Boiler Fill Pumps and Condensate Transfer Pumps) at Site as per Specification.:** Supplier to depute its service engineer for respective site activity within 15 days from BHEL's intimation.
- d. In case of HT motor (job motor) supplied by BHEL required for pump performance testing at vendors' works, Motor has to be made available at supplier's works 30 days prior to inspection date. In case of any delay in supplying motor at vendor's works, suitable extension to be considered.

Applicable Drawings / documents and their submission schedule shall be as per Technical Specification No. PE-TS-508-100-W001 (REV. 0). Drawings/documents to be submitted by successful bidder after award of contract as per submission schedule.

2. Delivery Schedule for Misc Pump (Vertical)

- a. **Main Supply :** Delivery completion for Main supply-shall be **240 days from the PO date.**
- b. **Mandatory Spares.: 90 days** from BHEL clearance. Separate manufacturing clearance will be issued for mandatory spares
- c. **Services: PG test and Installation Check (For all Pumps) at Site as per Specification.:** Supplier to depute its service engineer for respective site activity within 15 days from BHEL's intimation.
- d. In case of HT motor (job motor) supplied by BHEL required for pump performance testing at vendors' works, Motor has to be made available at supplier's works 30 days prior to inspection date. In case of any delay in supplying motor at vendor's works, suitable extension to be considered.

Applicable Drawings / documents and their submission schedule shall be as per Technical Specification No. PE-TS-508-100-W002 (REV. 0). Drawings/documents to be submitted by successful bidder after award of contract as per submission schedule.

Notes:

- a. Supplier to start manufacturing/supply only after getting the applicable Drgs. /docs approved from BHEL/End Customer.
- b. Drawings /documents submission/re-submission schedule shall be as per Technical specification no. PE-TS-508-100-W001 (REV. 0), (Horizontal) PE-TS-508-100-W002 (REV. 0) (Vertical) which shall be used for progress monitoring purpose and required course correction, if any. Delay (if any) in BHEL's comments/approval beyond as mentioned in Technical specification shall be in BHEL's account and will also be considered for delay analysis.
- c. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- d. The delivery conditions specified are for Contractual purposes. However, to meet project requirement, BHEL

may ask for early deliveries without any compensation thereof.

3. Validity of contract for **MISC. PUMPS (HORIZONTAL & VERTICAL)** shall be **550 days** from PO date. Vendor has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances if delay happens in providing inputs/ clearances (inputs, Engineering approvals, deputing inspector for inspection, issuance of MDCC and any hold imposed owing to site issues etc.) for which delivery time extension is admissible as per point no.3 below, 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.

3.1 Validity of the contract for main supply.

Contract shall be valid for 'C' days from the PO date. However, delay at vendor's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at vendor's end.

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)

3.2. Validity of the contract for supply of mandatory spares applicable in the contract:

- Validity of contract for supply of mandatory spares/ services as 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. 3.1 above.

3.3. Validity of contract for Performance Guarantee (PG) test:

- Validity of contract for PG test shall be till completion of the PG Test.

Notes:

- a. B is the Vendor delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.
- b. Main supply, applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by vendor/supplier at PO rates, terms and conditions.
- c. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

4. 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: -

- i. Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT.
- ii. 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.
- iii. 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



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- 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.

- 17. Liquidated Damages (LD)- Package-wise:** LD shall be applicable as per clause no. 16 of GCC Rev. 07 and its Corrigendum as applicable. However, LD shall be applicable on undelivered portion of respective scope. All the bidders to ensure the following:

"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)."

Further, LD shall be applicable package wise and deducted on a proportionate value basis.

- 18. Guarantee Terms- Package-wise:** As per Clause No. 12.0 except Clause no. 12.2(b) of General Commercial Terms & Condition of GCC Rev. 07 and its corrigendum as applicable.

- 19.** Validity of offer shall be as per Clause no. 7 (Instruction to Suppliers) of GCC Rev. 07 and its corrigendum as applicable.

- 20. Evaluation will be done on overall L1 (Total Package Price including Freight excluding taxes) basis with necessary loading as applicable. However, group wise evaluation shall be done separately for Horizontal and Vertical type Misc Pumps.**

Therefore, bidder can quote both horizontal and vertical type Misc Pumps (Complete Scope) or either Horizontal/Vertical type Misc Pumps (Part Scope).

21. CIF Content

Not Available

22. Integrity Pact Applicability

Integrity pact is applicable for subject package. However, there is no Integrity pact applicable for bidders quoting for Misc. Pump (Vertical) only. 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. A panel of Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC. The names of the IEMs in panel are as follows:

Following Independent External Monitors (IEMs) have been appointed by BHEL -

Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in)

Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)

The IP as enclosed is to be submitted (duly signed by authorized signatory) along with techno-commercial 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.

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 the any of the IEMs mentioned above. All correspondence with the IEMs shall be done through email only.

"No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the



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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 officials whose contact details are provided below."

Details of contact person is indicated in point no. 53 below.

23. Tender Evaluation - Price will be finalized through RA. The evaluation currency for this tender shall be INR. Evaluation will be done on overall L1 (Total Package Price including Freight excluding taxes) basis with necessary loading as applicable. **RA shall be conducted for Misc. Pump (Horizontal) and Misc. Pump (Vertical) separately.**

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

In case more than one Supplier happens to occupy the L-1 status even after soliciting discounts, the L-1 Supplier shall be decided by a toss/ draw of lots, in the presence of the respective L-1 Supplier (s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.

25. Payment Terms:

As per clause No. 9.2 of General Commercial Terms and Conditions of GCC Rev. 07 and its corrigenda as applicable, i.e.

Payment of basic price of materials supplied, as per PO/ approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on prorata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as below

i. 10% will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser.

ii. 5% shall be released after i) submission of certificate of submission of all the final documents for the package (as per Annexure IX(A)), duly certified by Engineering Department of Purchaser and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package to Customer/BHEL, if applicable, as per Order/ Contract.

Note: If the Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract is not conducted up to 36 months from supply completion for reasons not attributable to the Supplier, then last 5% Performance Security will be released on submission of Bank Guarantee of equivalent amount valid for 12 months. This bank guarantee will be in addition to Contract Performance Security for 5% of the contract value (excluding taxes, duties, PVC and freight).

Note:

Payment will be released within days as mentioned below after submission of complete documents:

- a. 90 days for non MSME as per MSMED Act
- b. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
- c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act.

26. Clause no 9.6 (excluding Notes) of GCTC of GCC Rev. 07 shall be read as-

"Suppliers shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as per clause no 9.7.2 - 9.7.5:

- a) 90 days for non-MSME as per MSMED Act.
- b) 45 days for Suppliers qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act.
- c) 60 days for Suppliers qualified as Medium Enterprises as per MSMED Act.



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27. GST shall be payable extra at actual as per the HSN code finalized for the items during detailed BBU.

28. Reverse Auction:

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender as per latest reverse auction guidelines AA:SSP:RA:00 dated 05.12.2024. 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 Cl. No. 13 of "Instruction to Bidders" of GCC, Rev. 07 & its Corrigenda 01.

The Bidders has to quote the Single Price (i.e. Total Cost to BHEL excluding GST) in Reverse Auction. Price are to be inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, Freight as applicable, including loading (if any). De-loading (if any) shall be done in line with NIT terms.

Link for RA guidelines to be followed as:

<https://www.bhel.com/guidelines-reverse-auction-2024>

**29. BID SECURITY/
Earnest
Money
Deposit
(EMD)**

- **BID SECURITY/ Earnest Money Deposit (EMD) is applicable for Misc Pump (Horizontal).**
- **No EMD is required for bidders quoting for Misc. Pump (Vertical) only.**

Details of EMD amount, mode of submission, etc. shall be as follows-

EMD amount for Misc Pump (Horizontal) shall be Rs. 6 Lakh.

EMD is to be submitted by the all bidders along with their bids (except Micro and Small Enterprises (MSEs) or Startups 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.

- ***Due to 'e-procurement NIC' system' constraint offline mode of EMD submission has been selected. However, bidders can submit EMD through any of the above mode.***

Forfeiture of EMD

- I. 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

		<p>tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>II. 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.</p> <p>III. 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.</p> <p>IV. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.</p> <p>V. EMD shall not carry any interest</p>
30. Performance Security (PS)- Package-wise	PS Applicability	<p>Performance Bank Guarantee is applicable: Bidder has to submit PBG Misc. Pump (Horizontal) and Misc. Pump (Vertical) separately.</p> <p>Bidder may opt any of the following for submission of Performance Security:</p>
	I	Initially 10% of the contract value (Total Order value excluding PVC). 5% of the contract value (excluding PVC) will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG.
		OR
	II	5% of the contract value (total Order value excluding PVC). Additional 5% of the contract value (excluding PVC) will be deducted & retained from first bill & subsequent bill(s) of the same contract (in case the value of first bill is less than 5% of the contract value). The retention amount will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG.
	Validity of PS	Initial PBG validity (incl. claim expiry period): 28 month.
	PS Submission	PS should be in favour of BHEL-PEM. Supplier may opt any of the following for submission of Performance Security: -

<p>Modes of Deposit</p>		<p>Performance security may be furnished in the following forms:</p> <ol style="list-style-type: none"> Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. 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). 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). Insurance Surety Bond. <p>(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)</p> <p>Performance Security is to be furnished within 14 days from the date of PO 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.</p>
<p>Remarks for PS:</p>		<ol style="list-style-type: none"> The performance security will be forfeited and credited to BHEL's account in the event of a breach of Contract by the supplier. Performance security 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. However, Performance Security validity is to be extended based on the actual delivery of package. <p>The Performance Security shall not carry any interest.</p> <p>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.</p>



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31. Breach of Contract, Remedies and Termination (Tenderer to note that this clause will supersede any clause regarding recovery amount from Tenderer due to Breach on Contract mentioned anywhere in GCC Rev. 07 and its Corrigendum)

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

- Encashment of security instruments like EMD, Performance Security with executing agency (PEM) against the said Contract.
- 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 executing agency (PEM).
- 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.
- 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.

32. Only Class-1 Local suppliers are eligible to bid for subject tender. Minimum Local Content required for qualifying a bidder as "Class I Local Supplier is 60%".

a) **Only Class I local suppliers** are eligible to bid (in line with clause no. 3 (a) of MII circular no P-45021/2/2017-PP (BE-II) Dtd-16-09-2020, as there is sufficient Local Capacity & Local Competition. In case of subsequent orders issued by 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".

The local supplier at the time of tender, bidding, solicitation, shall be required to provide self-certification that as per the offered item, they meet the requirements of Class I local supplier as per the provisions of PPP-MII Order of Govt. of India and relevant circulars issued by nodal ministry w.r.t. above mentioned orders and shall give details of location(s) at which the local value addition is made.

b) This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dtd. 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.

c) Bidders to comply the following orders & circulars (considering respective subsequent orders/circulars also): -

- ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable.
- ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
- to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 4) F. No. 6/18/2019/PPD dt. 23.02.23. An undertaking regarding Model Clauses (as applicable from Annexure-III) shall be furnished by bidders along with bid documents.

Note: Subsequent orders/circulars to be checked and to be complied.

3. Purchase preference to MSE Supplier: Yes. Package is non-divisible in Nature.

Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders / Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the



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Purchase preference, the bidder must be the manufacturer / OEM of the offered product. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid.

- a) If L1 bidder is Non-MSE bidder, MSE preference shall be exercised. L1 price (Ex-works + Freight) of Non-MSE bidder shall be counter offered to all MSE bidders (within the price band of L1 +15%), as per CST (comparative statement) ranking post Reverse Auction (RA) one by one and contract will be awarded for 100% percentage of total quantity.

If none of the MSE bidder accepts the counter-offered L1 price, then tender shall be awarded to L1 bidder (NON-MSE) for 100% quantity.

Benefits of MSE will be allowed only if seller is validated on-line and approved by Buyer after evaluation of documents submitted.

- b) If L-1 bidder is MSE seller (s) then contract will be awarded for 100% of total quantity to L1 MSE bidder.

The buyers are advised to refer the OM No. F.1/4/2021-PPD dt. 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 & subsequent orders/notifications issue by Gol.

34. Quantity variation is "NIL". All bidders to quote accordingly.

35. In case of joint bidding, Bidders shall be required to furnish scope matrix which should be clearly defined between them along with the offer for the complete scope as per NIT.

36. Suppliers shall Quote for the entire Scope. If bidder is quoting for Horizontal/Vertical type Misc. Pump then bidder must have to quote complete scope i.e Main Supply, Mandatory Spares and Services for Horizontal/Vertical type Misc. Pump. Partial scope is not acceptable.

37. Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organisation contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.

Sl. No.	Project Name	Customer Name, Contact Address, Phone No. & Email ID	Contract/ Order No.	Value of Contract/ Order	Brief Work of	Completion Date

38. Bidders participating in subject tender will necessarily have to buy class III DSCs (Digital Signature Certificate) issued by the certifying authorities in India. Basic procedure /checklist is uploaded on "www.bhel.com" for participating in tender enquires through e-procurement.

39. 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>.

40. 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.



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41. For items stated as not applicable by bidder in their bid, shall have to be supplied without any cost implication to BHEL in the event they are found to be applicable during detail engineering stage.
42. As per Department of Expenditure (DoE) OM No. 6/9/2020-PPD dt. 24/08/2020, it is mandatory for all the bidders to provide their GeM Seller ID.
43. MSME / Start-up Vendors to submit applicable documents along with their offer for availing the benefits as per GOI guidelines. Further PEM is already registered with RXIL (TReDS) Platform. You are requested to get registered with RXIL (TReDS) Platform to avail the facility as per GOI guidelines.
44. Supplier to quote non-zero Freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.
45. **The Evaluation Currency for this tender will be INR.**
46. The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
47. The offers of the bidders who are on the banned list (list of banned firms available on <http://www.bhel.com>) and also the offers of the bidders, who engage the services of the banned firms, shall be rejected.
48. Bidders having a conflict of interest shall not be eligible to participate in the tender process. In this regard, declaration as per 'Annexure-IV' duly signed by authorised signatory of the bidder is to be mandatorily provided by the bidder along with the bid.

(Note: Authorised Signatory should be either Board member/owner of the firm or person authorised for signing by board/owner of the firm)"

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- a) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly.
- b) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating.
- c) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- d) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard.

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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.



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49. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.

50. Suppliers to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Suppliers shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>.

Following documents need to be uploaded:

- Acceptance of GCC, Rev. 07 & its Corrigenda.
- Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed
- Un-Priced price format duly filled in 'Quoted' or 'Q' in each column/row.
- Technical & Commercial Deviations, if any along with Cost of withdrawal in Annexure-II of GCC Rev 07.
- Technical PQR documents.
- Local Content Certification in line with Make in India circular
- Land Border Certification.
- Sub Vendor Questionnaire
- Integrity Pact
- SCC of the project
- Price Bid on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>

51. It shall be the responsibility of the Supplier to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

52. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

RAEESUL AZAM/Engineer, PG-II
E-MAIL: raeesulazam@bhel.in
Mob: +91-9990663720

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

RAJEEV KUMAR/MGR, PG-II
E-MAIL: rajeevsharma@bhel.in
Mob: +91- 9654360233

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

53. For the bidders (who are not registered with BHEL-PEM), Online Registration Portal is operational in BHEL. Non-registered Vendors, who wish to apply for registration with BHEL-PEM, have to 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 has to be uploaded on the website and submit the application for registration

54. QR Code Affixing Requirement for SPMS (Mandatory Requirement)

Vendor to mandatorily required to furnish detailed shipping/packing list to BHEL in format as per Annexure 1 of this SCC. BHEL shall provide QR codes for each boxes/bundle/shipping sections etc.

Vendor is mandatorily required to print the generated QR in half of A4 size printer using a normal printer. One copy of this QR code must be attached to the respective box/bundle/gunny bag/shipping section etc. The other copy of the QR code must be enclosed with the documents sent along with the consignment.

After reaching at site, QR code shall be scanned at gate and material shall be received by site.



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Further, vendor to ensure that

- a) All the items being dispatched in the consignment/LR are listed in the packing list.
- b) Proper precautions are taken while affixing to ensure that the "Fixed QR Code" should not damage during transit.
- c) QR code is correctly fixed to all the box/bundles/loose items being dispatched in consignment. Any delay arising thereof due to incorrect tagging/missing tags shall be to vendor's account.

BHEL shall provide QR code within 2-3 days of submission of shipping/packing details (as per Annexure-1) by vendor. Vendor to plan dispatches accordingly without affecting the delivery schedule.

- 55.** All terms and conditions shall be as per NIT and GCC - Rev. 07 & its Corrigenda and SCC of the project. In the event of any contradiction, the terms and conditions mentioned, the order of preference shall be as mentioned in Cl. No. 36 of GCTC of GCC - Rev. 07

Thanking You.

For and on behalf of BHEL

RAEESUL AZAM

(ENGINEER, PG-II/BHEL-PEM)

Annexure-IV
(on Letter head of Company/Firm)

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited
PEM, BHEL Sadan, Plot No 25,
Sector -16A, Noida (UP)-201301

Subject: - Conflict of interest – Declaration

Reference (s):

Bid No.:

Name of Package:

Project:

Dear Sir/Madam,

I...(Name)...., (Designation).... on behalf of M/s.... (Name of the bidding company/firm) - the authorised signatory of the reference bid, hereby submit the declaration as below.

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in

which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Yours truly

..... (Authorised Signatory)

..... (Firm name)

Note: Authorised Signatory should be either Board member/owner of firm or person authorised for signing by board/ owner of the firm. In case the authorised signatory is other than board/owner of the firm, then authorisation letter from the board/owner of the firm is also to be enclosed.