

**BHARAT HEAVY ELECTRICALS LIMITED****(A Govt. Of India Undertaking)**

POWER SECTOR, EASTERN REGION

BHEL BHAWAN, PLOT NO. DJ-9/1, SECTOR II,

SALT LAKE CITY, KOLKATA, WEST BENGAL, INDIA

Phone : 033-23216130-31, 033-23216130 FAX : 033-23211960

Ref: PSER:SCT:SNG-M2203:9693

Date: 11/02/2023

NOTICE INVITING TENDER (NIT) FOR PRE-BID TIE UP/MOU

OFFERS are invited from **REPUTED AND EXPERIENCED BIDDERS** (meeting pre-qualification criteria as mentioned) **through E-PROCUREMENT PORTAL** <https://eprocurebhel.co.in> **ONLY** for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document.

ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUCT THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH:

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	E-TENDER NUMBER	PSER_SCT_SNG_M2203_23 dated 11/02/2023
ii	Broad Scope of job	Pre-bid tie –up/ MOU for Execution of BOP packages (Outside BTG Island) on EPC basis at 1X800 MW SCCL PROJECT, Singareni, Telengana.
iii	DETAILS OF TENDER DOCUMENT	
a)	PART – B	Customer Tender documents/ spec (SCCL) Applicable
b)	PART – C	TECHNICAL CONDITIONS OF CONTRACT (TCC) Applicable
c)	PART – E	PRICE SCHEDULE (VOLUME-III) Applicable
d)	PART – H	ANNEXURES & FORMATS Applicable
iv	ISSUE OF TENDER DOCUMENTS	a) Online through e-procurement platform at https://eprocurebhel.co.in/ b) In BHEL website (www.bhel.com , CPP Portal): For tender view purpose only. START DATE: 11/02/2023 a) Applicable b) Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 21/02/2023, Time: 14-00 Hrs. (Offer to be submitted online only through e-procurement platform at https://eprocurebhel.co.in/) Applicable
vi	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 21/02/2023, Time: 16-30 Hrs. (Online only through e-procurement platform at https://eprocurebhel.co.in/ , participating bidders may witness the same online only) Applicable
vii	CURRENCY	INDIAN RUPEES ONLY Applicable
viii	EMD AMOUNT	INR 15,00,00,000 Applicable
ix	COST OF TENDER	- Not Applicable
x	LAST DATE FOR SEEKING CLARIFICATION	Date: 15/02/2023 (Up to 12:00 Hrs. IST) Applicable
xi	SCHEDULE OF Pre Bid Discussion (PBD)	Date : 15/02/2023 (14:00 hrs.) (Online) Pre Bid meeting shall be conducted through Video Conferencing. Interested bidders may join through below mentioned link:- https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTUxOTc1YTUtYTMwZi00ZmZlTg3NzktOWZiNDkxZmYyZWY0%40thread.v2/0?context=%7b%22Tid%22 Applicable

		%3a%22b5fad749-aea2-4c55-a02b-fdbd7bcf8a8c%22%2c%220id%22%3a%22db92bc6e-b04c-49c8-b304-bbdaef660529%22%7d Microsoft Teams meeting Join on your computer or mobile app Click here to join the meeting Join with a video conferencing device teams@bhel.onpexip.com Video Conference ID: 136 841 822 0 Alternate VTC instructions Learn More Meeting options	
xii	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<i>IP SHALL BE APPLICABLE. DETAILS OF IEM IS AS UNDER:</i> 1) NAME : Shri Otem Dai, IAS (Retd.) Email: iem1@bhel.in 2) NAME : Shri Bishwamitra Pandey, IRAS (Retd.) Email: iem2@bhel.in 3) NAME : Shri Mukesh Mittal, IRS (Retd.) Email: iem3@bhel.in	Applicable
xiii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com) → Tender Notifications → View Corrigendums & CPP portal → Tender Notice & E-PROCUREMENT PORTAL https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder

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

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

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

Email Support

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

Technical - support-eproc@nic.in

For any difficulty in downloading the tender from internet website, they should contact this office (Sr. Manager, SCT, Phone no. 033-23398228). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

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

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OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
TECHNICAL OFFER	1. Scanned copy of Covering letter of offer (To be attached in Attachment section) 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). 3. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section) 4. Duly filled all annexures except price & unpriced format (To be attached in Attachment section). 5. Copy of records notes of Pre-Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section) 6. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section) 7. All supporting documents/ Annexures etc. as applicable (To be attached in Attachment section). 8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in Attachment section).
PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ Attachment section)
UNPRICED PRICE BID	10. Price schedule –Unpriced but mentioning only quoted / unquoted against each item as per tender.(To be attached in Unpriced Bid attachment section)
PRICE BID	11. Duly filled in Price Schedule as per tender (To be attached in Price Bid attachment section) Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

4. **EARNEST MONEY DEPOSIT (EMD)** of INR 15,00,00,000/-, in the form & manner prescribed in tender, shall be submitted by bidder as mentioned below, failing which the bidder's offer is liable for rejection.

4.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms:

- a) **Electronic Fund Transfer** credited in Bharat Heavy Electricals Limited, PS-ER's account (before tender opening). RTGS details of BHEL-PSER is available in tender.
- b) **Banker's Cheque/Pay Order/Demand Draft** payable at Kolkata duly pledged in favour of Bharat Heavy Electricals Limited, Kolkata (along with offer).
- c) **In the form of Bank Guarantee** from Scheduled Bank (along with the Offer) to be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.
- d) **Any other mode as per latest guidelines issued by Govt. of India.**

4.2 Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected.

4.3 EMD given by all unsuccessful tenderers shall be refunded after price bid opening. The EMD of the successful bidder shall be returned on entering into MOU and receiving Bid Bond.

4.4 EMD shall not carry any interest.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/contractors" and forfeited/released based on the action as determined under these guidelines".

Scan copy of documents in support of submission of EMD to be uploaded along with techno-commercial offer in e-procurement portal/platform. In case of EMD submission through banker's cheque/pay order/demand draft/BG, same to be submitted in sealed envelope (superscribing tender reference) to Head-SCT/ Sr. Manager/SCT, BHEL Bhawan, DJ-9/1, Sector-2, Karunamoyee, Salt Lake City, Kolkata-700091, West Bengal prior to latest due date of submission of offer.

SPECIAL NOTE:

A) Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting/correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.

B) All documents/annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

C) Integrity Pact (IP) -

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

Sl	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-1, 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 below:

Details of contact person:

Name : Sandipan Biswas
 Deptt : SCT Dept.
 Address : BHEL Bhawan, DJ 9/1 Sec-II, Salt Lake, Kol-91
 Phone : (Landline/ Mobile):033-23398130
 Email : bsandipan@bhel.in
 Fax : 033-23211960

Name : Sriparna Mukherjee
 Deptt : SCT Dept.
 Address : BHEL Bhawan, DJ 9/1 Sec-II, Salt Lake, Kol-91
 Phone : (Landline/ Mobile):033-23398228
 Email : sriparna @bhel.in
 Fax : 033-23211960

- No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- Bidders are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable). They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.
- For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
- BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
- In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender

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document.

11. In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc. or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
12. Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
13. Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
14. Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), along with techno - commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (xii) of 1 above.
15. **The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.**
16. The bidder shall submit documents in support of possession of 'Pre-Qualifying Requirements' duly self-certified and stamped/digitally signed (as applicable) 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.
17. **The bidder may have to produce original document for verification if so decided by BHEL.**
18. While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, **price bid (Volume-III) uploaded in E-Procurement Site <https://eprocurebhel.co.in> will be opened.**
19. Validity of the offer shall be for Nine (09) MONTHS from the due date of offer submission (including extension, if any).
20. Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.
21. Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
22. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
23. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
24. 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.
25. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
26. **Deleted.**
27. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
28. Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price shall be after considering the discount.
29. **"The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com".**
 - i. Integrity commitment, performance of the contract and punitive action thereof:
 - a) 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.

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- b.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.
- b.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.
- b.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 includes in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/ or under applicable legal provisions.

30. **The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.**
31. **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”.**
32. MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – B where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

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

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

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

33. Indian suppliers, falling under the purview of Public procurement (preference to make in India) order 2017 by Govt. of India, vide order no. P-45021/2/2017-B.E.-II dated 15th June, 2017 & all subsequent clarifications can

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avail the intended benefits, as per provisions of the order subject to minimum local content shall be 50%, margin of Purchase preference shall be 20% & modality of preference to make in India shall be as per aforesaid order.

34. “For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04-06-2020 issued by DPIIT. In case of subsequent orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”.

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

35. Bidder shall submit duly filled & signed Annexure-IV along with their techno-commercial offer towards compliance of Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 and subsequent orders issued, as applicable. In this connection, following may be noted:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. “Bidder” (including the 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.
- III. “Bidder from a country which shares a land border with India” for the purpose of this order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

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

Explanation-

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. “Control” shall include the right to appoint majority of the 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 such association or body of individuals;

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4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

(i) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

36. GeMAR and PTS Report ID: GEM/GARPTS/09022023/55ANMUBK38GQ

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

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

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

Bidder shall submit duly filled & signed Annexure-VIII along with their techno-commercial offer.

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

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

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

39. Conflict of interest among Bidders/Agents:

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 front 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:

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)		Page - 8 of 28
POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091		
फैक्स/Fax: (033) 23211960	फोन/Phone: बोर्ड/EPABX: 23398220	

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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

40.0 ORDER OF PRECEDENCE:

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

- a. AMENDMENTS/CLARIFICATIONS/CORRIGENDA/ERRATA etc issued in respect of the tender documents by BHEL.
- b. NOTICE INVITING TENDER (NIT)
- c. PRICE SCHEDULE:
- d. TECHNICAL CONDITIONS OF CONTRACT (TCC)
- e. Customer Tender documents/ spec (SCCL)
- f. ANNEXURES & FORMATS

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)

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published THROUGH E-PROCUREMENT PORTAL (<https://eprocurebhel.co.in>) and in website www.bhel.com & <http://eprocure.gov.in>. As such, all the bidders are requested to be in continuous touch with these websites.

Agency	Contact details	
BHEL, PSER, Kolkata	Address	BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION 2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR, SALT LAKE CITY, KOLKATA – 700 091
	Phone no.	033-23398228,8131,8130, 23211690
	FAX no.	033-23211960
	E-mail ID	sriparna@bhel.in , bsandipan@bhel.in
NIC E-PROCUREMENT PORTAL	For E-Procurement Assistance & Training, NIC PORTAL Helpdesk Contacts as per following: - For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002, 0120-4200 462, 0120-4001 006, 0120-6277 787 Email Support Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority Technical - support-eproc@nic.in	

Enclosures:

01. ANNEXURE-I: Pre qualifying Criteria.
02. ANNEXURE-II : No Deviation Certificate
03. ANNEXURE-III: Format for Certification regarding Local content (LC) for Product/ Services/ Works
04. ANNEXURE-IV: CERTIFICATE (regarding bidder from a country which shares a land border with India)
05. ANNEXURE-V: Certificate by Chartered Accountant
06. ANNEXURE-VI: Format for seeking clarification
07. ANNEXURE-VII: Declaration for Relation in BHEL
08. ANNEXURE-VIII: Details of related firms and their area of activities
09. ANNEXURE-IX: Declaration Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
10. Annexure- CPP-GST/I.
11. Other relevant formats.
12. Integrity Pact format (separate).
13. Tender documents as per this NIT.

PRE-QUALIFICATION CRITERIA

JOB	Pre-bid tie –up/ MOU for Execution of BOP packages (Outside BTG Island) on EPC basis at 1X800 MW SCCL PROJECT, Singareni, Telengana.
TENDER NO	PSER:SCT:SNG-M2203:23 dated 11/02/2023

SL NO	CRITERIA
A	FINANCIAL CRITERIA
1.0	(a) THE BIDDER SHOULD HAVE MINIMUM ANNUAL FINANCIAL TURNOVER OF INR 1500 CRS DURING LAST FINANCIAL YEAR. (b) BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE THREE CONSECUTIVE FINANCIAL YEARS 2019-20, 2020-21, & 2021-22 (Profit shall be PBT earned during any one year of last three financial years as mentioned above). (c) AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR THE ABOVE-MENTIONED FINANCIAL YEARS, NEED TO BE SUBMITTED IN SUPPORT OF ABOVE. IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THAT THREE CONSECUTIVE YEARS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE YEARS WILL BE AVERAGED FOR THREE YEARS. (d) IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	NET WORTH (ONLY IN CASE OF COMPANIES) OF THE BIDDER SHALL BE POSITIVE. Note: - Net worth shall be calculated based on the latest audited accounts as furnished for sl.no. A (1.0) above. - Net Worth = Paid Up Share Capital+ Reserves.
B	TECHNICAL CRITERIA (ANY ONE OF THE TWO)
1.1	THE BIDDER SHOULD HAVE EXECUTED ON ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) BASIS, MINIMUM ONE (1) NO. COAL BASED/ LIGNITE BASED POWER PLANT OF AT LEAST 500MW UNIT CAPACITY COMPRISING OF AT LEAST: A) COAL/LIGNITE HANDLING PLANT, B) COOLING TOWER, C) WATER / WASTE WATER TREATMENT PLANT OR DM PLANT, INCLUDING ASSOCIATED CIVIL WORKS, STRUCTURAL AND ELECTRICAL SYSTEMS FOR THE ABOVE EQUIPMENT(S) AND SYSTEMS AS A SINGLE PACKAGE, WHICH IS IN SUCCESSFUL OPERATION FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR PRIOR TO THE DATE OF TECHNO-COMMERCIAL BID OPENING.

	“OR”
1.2	THE BIDDER SHOULD HAVE EXECUTED MAJOR INFRASTRUCTURE PROJECT(S) WHICH INCLUDES ENGINEERING, PROCUREMENT, ERECTION, TESTING & COMMISSIONING OF INFRASTRUCTURE WORKS.
C	GENERAL
1.0	BIDDER SHOULD HAVE VALID PAN. RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.
2.0	CONSORTIUM / JV BIDDING IS NOT ALLOWED.
D	NOTES
1.0	THE BIDDER SHALL SOURCE THE EQUIPMENT(S)/ SUB SYSTEM(S) FROM SUCH QUALIFIED VENDORS WHO MEET THE PROVENNESS REQUIREMENTS AS STIPULATED IN TECHNICAL SPECIFICATION OF CUSTOMER CONTRACT (SECTION VI, PART-A SUB-SECTION-I-A) FOR THE RESPECTIVE EQUIPMENT(S)/ SUB SYSTEM(S). ACCEPTANCE OF THE PROPOSED SUPPLIER SHALL BE SUBJECT TO CUSTOMER'S APPROVAL.
2.0	AFTER SATISFACTORY FULFILLMENT OF ALL ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION & PARTICIPATION AS PER NIT & ALL OTHER TERMS OF TENDER, ALONG WITH ACCEPTANCE/ APPROVAL OF BIDDER BY CUSTOMER.
3.0	'EXECUTED' MEANS BIDDER SHOULD HAVE ACHIEVED THE CRITERIA SPECIFIED ABOVE EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
4.0	BIDDER SHOULD FURNISH INFORMATION REGARDING PROJECTS IN HAND, CURRENT LITIGATION, ORDERS REGARDING EXCLUSION/ EXPULSION OR BLACK LISTING.
5.0	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER, SUBJECT TO CUSTOMER'S APPROVAL.
6.0	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.

NO DEVIATION CERTIFICATE

(TO BE SUBMITTED IN BIDDER'S LETTERHEAD)

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

Sub	NO DEVIATION CERTIFICATE	
Job	Pre-bid tie –up/ MOU for “Execution of BOP packages (Outside BTG Island) on EPC basis at 1X800 MW SCCL PROJECT, Singareni, Telengana.	
	1.0	Tender no. PSER:SCT:SNG-M2203:23. (E-TENDER NUMBER – PSER_SCT_SNG_M2203_23)
	2.0	BHEL's NIT, vide reference no. PSER:SCT:SNG-M2203:9693 , Date: 11/02/2023.
	3.0	Other references (if any).

Dear Sir,

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

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

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

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

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

Thanking you,

Yours faithfully,
(Signature, date & seal of authorised
representative of the contractor)

ANNEXURE-III

**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 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))

To,

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

Dear Sir,

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

Ref : 1) NIT/Tender Specification No: PSER:SCT:SNG-M2203:23 , Date: 11-02-2023.

.....,
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 Statutory Auditor/Cost Auditor/ practicing Cost Accountant/practicing Chartered Accountant)

**** - 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 the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

CERTIFICATE

(regarding bidder from a country which shares a land border with India)

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

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.07.2020

Job: Pre-bid tie –up/ MOU for Execution of BOP packages (Outside BTG Island) on EPC basis at 1X800 MW SCCL PROJECT, Singareni, Telengana.

Tender No.:

“I have read the tender clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”.

For and behalf of _____ (Name of the bidder)

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

Certificate by Chartered Accountant on letter head

This is to Certify that M/s, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum(Part-II) / UAM / Udyam Registration No..... dtd:....., Category: (Micro/Small). (Copy enclosed).

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

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:
Rs Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs Lacs
3. **For Enterprises (having EM-Part-II / UAM):** Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs.Lacs {as notified in MSME notification no. S.O. 2119 (E) dated 26-06-2020}.
4. **For Enterprises (Udyam, registered under Udyam Registration Portal):** Investment in plant and machinery or equipment is Rs.....Lacs and turnover is Rs.....Lacs {as notified in MSME notification no. S.O. 2119 (E) dated 26-06-2020}.

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category {Micro/Small} (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number –

Seal of Chartered Accountant

FORMAT FOR SEEKING CLARIFICATION

Job	Pre-bid tie –up/ MOU for Execution of BOP packages (Outside BTG Island) on EPC basis at 1X800 MW SCCL PROJECT, Singareni, Telengana.			
Tender No	PSER:SCT:SNG-M2203:23 , Date: 11/02/2023			
Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No: PSER:SCT:SNG-M2203:23 , Date: 11/02/2023

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

Tick (✓) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

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

=====

ANNEXURE-VIII

DECLARATION

Date: -----

Job: Pre-bid tie –up/ MOU for Execution of BOP packages (Outside BTG Island) on EPC basis at 1X800 MW SCCL PROJECT, Singareni, Telengana.

E-Tender No.: PSER:SCT:SNG-M2203:23 , Date: 11/02/2023

To: -----
Address: ----- BHEL, -----

Email: -----

Sub: **Details of related firms and their area of activities**

Dear Sir/Madam,

Please find below details of firms owned by our family members that are doing business/registered for same item with BHEL, -----(NA, if not applicable)

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

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(-----)

From: M/s-----
Supplier Code: -----
Address: -----

ANNEXURE-IX

UNDERTAKING

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

To,

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

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 / BIFR 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:

SL. NO.	BHEL STANDARD TERMS
1.0	<u>ARBITRATION & CONCILIATION</u>
1.1	<u>ARBITRATION :</u>
1.1.1	Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 1.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the Power Sector Region issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL Power Sector Region issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL Power Sector Region issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English. The Arbitrator shall pass a reasoned award. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be KOLKATA. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.
1.1.2	In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.
1.1.3	The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.
1.1.4	Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.
1.2	CONCILIATION: If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to

	both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 Procedure for conduct of conciliation proceedings” (as available in www.bhel.com). The Procedure 2.3: “Procedure for conduct of conciliation proceedings” (as available in www.bhel.com) together with its Formats (as available in www.bhel.com) will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein. The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 : “Procedure for conduct of conciliation proceedings” (as available in www.bhel.com) from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 : “Procedure for conduct of conciliation proceedings” (as available in www.bhel.com) with effect from the date as intimated by BHEL to it.
1.3	<u>No Interest payable to Contractor</u> Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.
2.0	<u>JURISDICTION :</u> The contract shall be governed by the law for the time being in force in the Republic of India. Subject to Clause 1.1.1 of this Contract, the Civil Court having original Civil Jurisdiction at Kolkata for PSER, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.
3.0	<u>RIGHTS OF BHEL:</u> (A) To withdraw any portion of work/supply and/or to restrict / alter the quantum of work/supply as indicated in the contract during the progress of work/supply and get it done through other agency and/or to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer. (B) To terminate the contract or withdraw portion of work/supply and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases: - Contractor/Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/supplier including unexecuted portion of work/supply does not appear to be executable within balance available (#) period considering its performance of execution. - Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. - Non-completion of work/Non-supply by the Contractor / Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/supplier. - Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier. - Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL. - Non-compliance to any contractual condition or any other default attributable to Contractor/Supplier. (#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract. (C) <u>Risk & Cost Amount against Balance Work:</u> Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/Supply (*) as per rates of new contract B= Value of Balance scope of Work/Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). (*) Balance scope of work / supply (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount.

(D) LD against delay in executed work/ supply in case of Termination of Contract :

LD against delay in executed be work / supply shall be calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor / supplier. For this purpose, contract value shall be taken as Executed Value of work / supply for the purpose of limiting the maximum LD value.

Method for calculation of "LD against delay in executed work / supply" is given below.

i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor / supplier = T1

ii) Let the value of executed work / supply till the time of termination of contract= X

iii) Let the Total Executable Value of work / supply for which inputs/fronTS were made available to contractor / supplier and were planned for execution till termination of contract = Y

iv) Delay in executed work / supply attributable to contractor/supplier i.e. $T2 = [1 - (X/Y)] \times T1$

v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as period of delay attributable to contractor/ supplier.

(E) Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor.

Following sequence shall be applicable for recoveries from contractor / supplier on whom risk & cost has been invoked, after informing the contractor / supplier of the total proposed recovery :

a) Dues available in the form of Bills payable to contractor / supplier, SD, BGs against the same contract.

b) Demand notice for deposit of balance recovery amount shall be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.

c) If contractor / supplier fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:

i) Dues payable to contractor / supplier against other contracts in the same Region / Unit shall be considered for recovery.

ii) If recovery cannot be made out of dues payable to the contractor / supplier as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor / supplier.

iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor / supplier.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

PART-E

PRICE SCHEDULE (UNPRICED) - VOLUME-III

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

PART-E

PRICE SCHEDULE - VOLUME-III

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

Annexure- CPP-GST/I

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

SIGNATURE OF THE BIDDER WITH DATE & SEAL

TERMS AND CONDITIONS OF PRE-BID TIE UP/MOU

1. BHEL is in the process of bidding on turnkey basis for 1X800 MW SCCL PROJECT , SINGARENI , TELANGANA . BHEL intends to have a **Pre-bid tie –up/MOU for Execution of BOP packages (Outside BTG Island) on EPC basis at 1X800 MW SCCL PROJECT , SINGARENI , TELANGANA**” associated with the above project on a back-to-back basis with the bidder offering most competitive price.
2. Bidders should quote their most competitive rates as there shall not be any price negotiation. However if felt by BHEL , due to any subsequent changes in scope or specifications or any other aspects, price negotiation will be held with lowest bidder (L-1) only.
3. BHEL shall enter in to MOU with successful bidder for pre-bid tie up for **“Execution of BOP packages (Outside BTG Island) on EPC basis at 1X800 MW SCCL PROJECT , SINGARENI , TELANGANA**” with a condition that the work will be awarded to L1 bidder, in case BHEL gets the order from customer and such MOU shall contain all major terms and conditions to be included in the contract.
4. The scope of work shall be on back to back basis for **Execution of BOP packages (Outside BTG Island) on EPC basis at 1X800 MW SCCL PROJECT , SINGARENI , TELANGANA**. However, bidder should accept that in the event of any price reduction during negotiation by BHEL with customer, due to any changes in scope or specifications or any other aspects, the bidder shall have to give the corresponding reduction in his final offer submitted to BHEL.
5. As this tender is for Back to Back tie-up order, in the event of any changes later in TERMS & CONDITIONS of order from customer, such as changes in Completion schedule, LD/Penalty, Warranty/Guarantee/ Defects Liability period, etc, BHEL shall also make corresponding changes in the MOU/ firm order, and is binding on the part of Bidder as this is being a Back to Back tie-up order for **Execution of BOP packages (Outside BTG Island) on EPC basis at 1X800 MW SCCL PROJECT , SINGARENI , TELANGANA**.
6. The bidder shall furnish for 1% of the value of the final agreed price as Bid Bond within 30 days after signing of MOU. The bidder shall keep the Bank Guarantee/ Bid Bond valid till nine months from MOU date, considering respective margin for finalization of Customer contract.
7. MOU will be converted into contract on receiving the firm order from the customer.

DECLARATION BY BIDDER

All the terms & conditions of BHEL stated above and other conditions of ‘ back-to-back’ contract are understood by us and are acceptable to us in full for the subject scope of Pre-Bid Tie up.

Name of Authorised Signatory

Signature & Seal of company

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the (Name of Company), _____
_____ acknowledge that the information received of generated, directly or indirectly, while
working with BHEL PSER on contract is confidential and that the nature of the business of
the BHEL PSER is such that the following conditions are reasonable, and therefore:
I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or
indirectly, any information related to the BHEL, PSER without restricting the generality of the
foregoing, it is agreed that we will not disclose such information consisting but not necessary limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data.

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return
to BHEL PSER all documents and property of BHEL, PSER, including: drawings,
blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all
copies thereof relating in any way to BHEL, PSER's business, or in any way obtained by me
during the course of contract. I further agree that I, or any others employed or engaged by our company
shall not retain copies, notes of abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the
BHEL, PSER and are reasonable given the nature of the business carried on by the BHEL, PSER.

I agree that this agreement shall be governed by and construed in accordance with the
laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this _____ day of _____, 20_____.

Name :

Name of the Company

Signature

Company Seal