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### NOTICE INVITING TENDER


Offers in two-part bids against subject e-tender "Open Tender Enquiry No. 202302991 Dated 31.01.2024 are invited from reputed & experienced bidders/contractors for the execution of works i.e. "Packing Contract of 01 Year for Bus Duct (IPBD/ SPBD/NSPBD) & Busduct with Palm with packing materials & G.I Sheet at CFP BHEL RUDRAPUR as per tender documents" as per detailed scope defined in above referred tender by the undersigned on the behalf of **BHARAT HEAVY ELECTRICALS LIMITED** hereafter referred as **BHEL** as per the tender document.

Following salient points relevant to the tender may please be noted.

#### Salient Features of NIT:


Sl. No.	Issue	Description
1	Issue of Tender Documents	As per NIT.
2	Last Date and Time of Offer Submission	As per NIT. Placed: on <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
3	Opening of Tender	As per NIT.
4	Submission of offer	Offer against subject tender can only be submitted on BHEL e-procurement portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> against ref no. 202302991 Offer received in any other mode like postal etc. shall not be entertained.
5	Corrigendum / Addendum	All corrigendum/addendum in subject NIT shall be updated on BHEL e-procurement portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> No Press advertisement in this regard shall be published in any newspaper. Bidders are requested to visit above portals/websites on regular intervals to keep abreast with latest updates.
6	Document Cost	NIL
7	EMD	Not Applicable.
8	List of Documents (PQR /Technical)  (First Envelope)	1. Annexure-II (Scope of Work & General Conditions of Contract) 2. Tax Sheet. 3. Drawing 4. PQR-Annexure-III 5. STC.



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		<b>6. Annexure K (Part of NIT conciliation clause)</b>
		<b>Remarks: Techno-Commercial Bid (First Envelope) All tender documents signed and stamped should be attached along with Part-I bid.</b>
9	List of Documents (Price BID) (Second Envelope)	<b>1. Price Bid (BOQ)</b> <b>Remarks: Price Bid (Second Envelope)</b>
10	Award of Contract	<b>Work order shall be awarded to bidder who meet Pre-qualification requirement, and techno-commercially qualified and quotes "lowest landed cost to BHEL" subject to BHEL acceptance.</b>
11	Contact Persons from BHEL	<b>Following officials may be contacted for any clarifications in subject tender.</b>  <b>1. Mr. Manish Pant, DGM /MM, Ph No. 05944 257 288/ 9410395210 E-Mail: mpant@bhel.in</b> <b>2. Mr. Vipul Kumar Engineer /MM, Ph No. 05944 257 208 / 8979773700 E-Mail: vipul@bhel.in</b>
13	Price	<b>Price Shall be firm till contract period.</b> <b>Remarks: Price should not be disclosed in PQR/Techno-Commercial Bid (First Envelope) otherwise your offer will be liable for rejection.</b>
14	Evaluation	<b>Over All Basis</b>
15	Security Deposit	<b>Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.</b> <b>The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.</b> <b>Modes of deposit:</b> <b>The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:</b>



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	<p>i)Cash (as permissible under the extant Income Tax Act)</p> <p>ii)Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>iii)Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>iv)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)</p> <p>v)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)</p> <p>vi) Insurance Surety Bonds</p> <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><b>“In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder”</b></p> <p>If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p> <p>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.</p>
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### **Additional Terms and Conditions:**

**a) Risk Purchase Clause-Risk Purchase Clause:** If the supplier fails to deliver the whole or any part of the goods or services within the stipulated delivery period mentioned in the Purchase order, BHEL shall be entitled to terminate the contract and to purchase the same or "the best and the nearest available substitute" from elsewhere at the risk and cost of the seller either the whole or any part of the goods/Services. In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection. Risk & Cost Amount payable by Supplier or recoveries in-lieu of Risk Purchase may be recovered from supplier by encashing/invoking Bank Guarantee, Security Deposits available with BHEL against the same or any other contract or may be adjusted against dues payable to supplier by BHEL against other purchase orders/contracts/work orders etc. by any unit/region etc. of BHEL. Risk and Cost against Balance Work:

Risk & Cost Amount=  $[(A-B) + (A \times H/100)]$

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)

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.


**b) Suspension of Business Dealings-**Action shall be taken as per extant BHEL

"Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016" against Supplier as well their agents who either fail to perform or are in default without any reasonable cause like force majeure, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding processor influence the price, tempering with tender process etc. Further details in this regard can be accessed through BHEL website [www.bhel.com](http://www.bhel.com)

**c) Fraud Prevention Policy-**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."

**d) Cancellation of Contract-**In the event of non-performance of the contract by the supplier within specified delivery period, BHEL reserves the right to cancel the purchase order with issue of a written notice through e-mail/postal etc. BHEL would provide a curing period of not more than 15 days for the supplier to rectify the situation without any prejudice to terms and conditions mentioned in Purchase



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order/Framework Agreement. If situation is not rectified within notice period after issuance of notice, BHEL shall be free to execute Risk purchase in addition to invoking of CEBG and other legal remedies.

**e) Arbitration-**In case amicable settlement is not reached between the Parties, in respect of any dispute or difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract( or Agreement) 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, then, either party may, by a notice in writing to the other Party refer such dispute or difference or controversy of claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In-Charge of the BHEL Unit/Division/Region. b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute. c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications of re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be at Component Fabrication Plant, Rudrapur, Distt. Udham Singh Nagar, Uttarakhand. d) In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: e) In the event any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of Public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. f) Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Supplier shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.


**f) Conciliation Clause:**

The Parties i.e. BHEL and Supplier agree that 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 or the Memorandum of Understanding (delete whichever is inapplicable), 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 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.



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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 **Annexure K** to this NIT.

The **Annexure K** together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in the NIT

**g) Jurisdiction-**Suits or any matter arising out of the PO shall be settled in Rudrapur, Uttarakhand, India courts. All Contracts shall be under jurisdiction of Indian Courts only.

**h) Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total QUANTITY.

**i) PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA),** Order 2017 vide No. P-45021/2/2017-B.E.II dated 15.06.2017, 28.05.2018, 29.05.2019 and 04.06.2020, issued by DPIIT, Ministry of Commerce and Industry and subsequent Orders issued by the respective Nodal Ministry shall be applicable, even if issued after issue of this NIT but before finalization of contract/PO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable. Subject to the provisions of above-mentioned order and to any specific instructions issued by the nodal ministry or in pursuance of this order, purchase preference shall be given to Class-I local supplier.

**The bidders shall submit certificate as per prescribed format to establish the local content.**

(BHEL RUDRAPUR)



## **STC (Special Terms & Conditions) For Tender Enquiry No 202302991**

1. Taxes & Duties etc. shall be payable extra at actuals.
2. Bidders are requested to read all attached tender documents as per NIT and submit signed and sealed copy of all attached NIT and tender documents as a proof of acceptance.
3. No separate technical offer submitted by bidder shall be acceptable. Only techno-commercial offer/documents given in tender on [eprocurebhel.co.in](http://eprocurebhel.co.in) portal shall be acceptable.
4. *PQR: As per attached Annexure-III and fill Sl. No 1 to 7 of PQR and attached all required documents as mentioned in PQR for technical qualification.*
5. **Payment Terms:** As per Annexure: II Clause 13.

Any deviation in the payment term will attract loading at the rate of "[Base rate i.e. Prime Lending Rate of State Bank of India (as applicable on the date of techno-commercial bids opening + 6%)] for the period of relaxation sought by bidders.

MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). For details please visit [www.rxil.in](http://www.rxil.in)

No overdue interest shall be payable by BHEL.

6. LD Clause: Applicable, As per Annexure: II Clause 15.

In case of quoting any deviation from the above LD clause the offer shall be loaded in comparison statement for un-accepted portion of LD, maximum up to 10% of basic value.

7. **Bid currency:** Bid currency shall be INR. Hence, all rates shall be quoted in INR.
8. **Bid Validity:** 90 Days.
9. If any bidder mentions prices anywhere in technical bid/PQR (other than price bid), he will be responsible for consequences of thereof and such prices mentioned in unpriced-bid shall not be considered valid.
10. **Reverse Auction:** No Reverse Auction will be conducted for this Tender.

### **11.Sub: 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 from one bidding manufacturer in more than one bid, or

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

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. "

#### **11. Breach of contract, Remedies and Termination:**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without

Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

**(BHEL RUDRAPUR)**