

TENDER SPECIFICATION BHEL PSSR SCT 2180

FOR

Framework Agreement (Rate Contract) of engaging the services of manpower for Regular Operation and Routine Maintenance of BHEL Own cranes deployed at various PSSR project sites.

VOLUME-I BOOK- I

TECHNOCOMMERCIAL BID - Consists of Book- I & Book- II

Book- I Consists of

- Notice Inviting Tender
- Volume-IA: Technical Conditions of Contract

Book-II consists of

- Volume-IB: Special conditions of Contract,
- Volume-IC: General conditions of Contract
- Volume-ID: Forms & Procedures



BHARAT HEAVY ELECTRICALS LIMITED

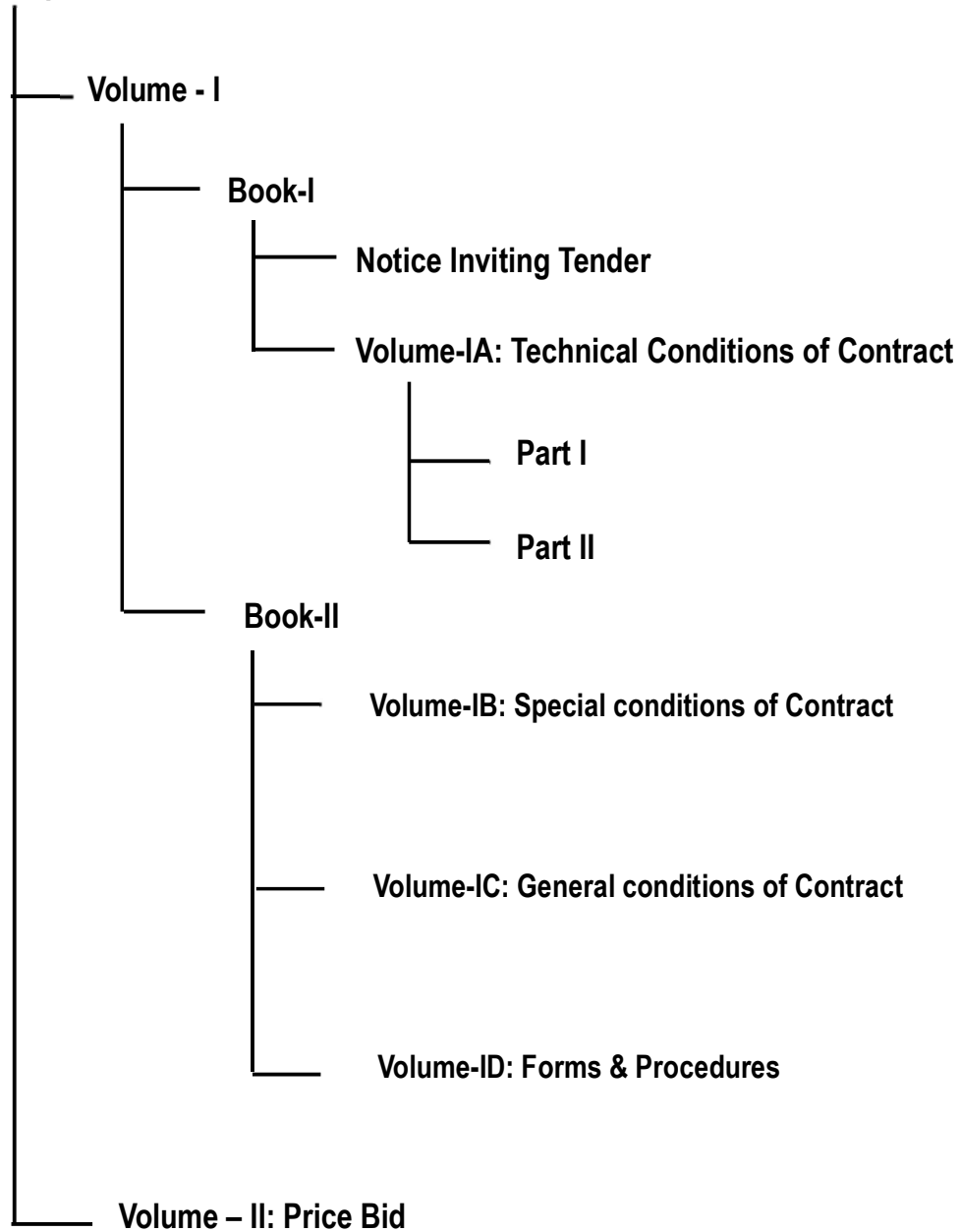
(A Government of India Undertaking)

Power Sector – Southern Region

BHEL Integrated Office Complex, TNEB Road,
Pallikaranai, Chennai -600100

TENDER SPECIFICATION CONSISTS OF

Tender Specification





NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



NOTICE INVITING TENDER

Ref: BHEL: PSSR: SCT: 2180

Date: 19.12-2024

NOTICE INVITING TENDER (NIT)

Note: Bidder may download Tender Documents from web sites

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To

Dear Sir / Madam

Sub: NOTICE INVITING TENDER

Sealed offers in two part bid system (National competitive bidding (NCB) are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) **through E-Procurement Portal <https://eprocurebhel.co.in> only**, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

| Sl. No | ISSUE | DESCRIPTION | |
|--------|----------------------------|---|------------|
| i) | Tender Number | BHEL: PSSR: SCT: 2180 | |
| ii) | Broad Scope of job | Framework Agreement (Rate Contract) of engaging the services of manpower for Regular Operation and Routine Maintenance of BHEL Own cranes deployed at various PSSR project sites. | |
| iii) | DETAILS OF TENDER DOCUMENT | | |
| A | Volume-IA | Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc. | Applicable |
| B | Volume-IB | Special conditions of Contract, | Applicable |
| C | Volume-IC | General conditions of Contract | Applicable |
| D | Volume-ID | Forms & Procedures | Applicable |
| E | Volume-II | Price Schedule (Absolute value) | Applicable |
| iv) | Issue of Tender Documents | Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://eprocurebhel.co.in) as per schedule below: Start: Dec 20, 2024, Time: 10:00 Hrs. Closes: Same as Due date & time of submission (Refer Sl. No. v below) offer | Applicable |

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|----------|-------------------------------------|--|------------|
| | | Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/) | |
| iv a) | Bid / Offer Submission start time | Start Date: Dec 25, 2024, Time: 10.00 Hrs. | |
| v) | Due Date & Time of Offer Submission | Date: Dec 30, 2024, Time :10.00 Hrs. Place: The bidder should submit their offer online in e-Procurement portal at https://eprocurebhel.co.in only. Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website. Hard copy bids or bids through E-mail / fax shall not be accepted. | Applicable |
| vi) | Opening of Tender | Date: Dec 30, 2024, Time :17.00 Hrs. Notes: 1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. 2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only. | Applicable |
| vii) | EMD Amount | Applicable as per below: i) Rs. 2 Lakh for any category Except IV; and NIL for Category IV. ii) Rs 2 Lakh for any two or three categories combined. iii) Rs. 5 Lakh for all categories combined. - Refer Volume-IC of General Conditions of Contract (Volume-I, Book-II) for mode of payment of Earnest Money Deposit (EMD) - Exemption of EMD for MSEs is applicable for this tender. | Applicable |
| viii) | Cost of Tender | Free | |

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| ix) | Last Date for Seeking Clarification | <p>Bidders may submit their queries on before the scheduled date of pre-bid meeting along with soft version also, addressing to undersigned & to others as per contact address given above.</p> <p>1. Mr. Roshan, Engineer/SCT BHEL- PSSR BHEL Integrated Office Complex, TNEB Road Pallikaranai, Chennai – 600100 Mobile: +91 9759147900 Email: r_lal@bhel.in</p> <p>2. Mr. Moses Prashanth Kumar, Manager/ SCT BHEL- PSSR BHEL Integrated Office Complex, TNEB Road Pallikaranai, Chennai – 600100 Mobile: +91 9676144131 Email: mprashanth@bhel.in</p> | Applicable | | | | | | | | | | | | |
|---------|--|--|------------|-----|-------|---|----------------------------|--------------|---|---------------------------------------|--------------|---|---------------------------------|--------------|---|
| x) | Schedule of Pre-Bid Discussion (PBD) | <p>Date: Dec 24, 2024 Time 11.00AM At BHEL- PSSR, BHEL Integrated Office Complex, TNEB Road, Pallikaranai, Chennai – 600100.</p> | Applicable | | | | | | | | | | | | |
| xi) | Security Deposit (SD) | <p>Rs. 2 Lakh for Each Category</p> | Applicable | | | | | | | | | | | | |
| xii) | Integrity Pact & Details of Independent External Monitor (IEM) | <p>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.</p> <table><tr><th>Sl. No.</th><th>IEM</th><th>Email</th></tr><tr><td>1</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr><tr><td>2</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr><tr><td>3</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr></table> <p>The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> | Sl. No. | IEM | Email | 1 | Shri Otem Dai, IAS (Retd.) | iem1@bhel.in | 2 | Shri Bishwamitra Pandey, IRAS (Retd.) | iem2@bhel.in | 3 | Shri Mukesh Mittal, IRS (Retd.) | iem3@bhel.in | <p>1. Applicable for Category I OR 2. Applicable, if Bidder offer submits for more than one category. OR 3. Not Applicable, if Bidder offer submits for Category II, III or IV in isolation.</p> |
| Sl. No. | IEM | Email | | | | | | | | | | | | | |
| 1 | Shri Otem Dai, IAS (Retd.) | iem1@bhel.in | | | | | | | | | | | | | |
| 2 | Shri Bishwamitra Pandey, IRAS (Retd.) | iem2@bhel.in | | | | | | | | | | | | | |
| 3 | Shri Mukesh Mittal, IRS (Retd.) | iem3@bhel.in | | | | | | | | | | | | | |

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|-------|----------------|--|--|
| | | 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. | |
| 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 (http://www.bhel.com → Tender Notifications → View Corrigendums), Central Public Procurement portal (https://eprocure.gov.in) & on e-tender portal https://eprocurebhel.co.in and not in the newspapers . Bidders to keep themselves updated with all such information. This also form part of tender hence the same shall be enclosed with their offer. | |

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. **Rates / Price including discounts / rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 **Not Used.**

4.0 Unless specifically stated otherwise, bidder shall deposit **Earnest Money Deposit (EMD)** as mentioned in clause 1.9 in General Conditions of Contract, Volume IC Book II.

For Electronic Fund Transfer the details are as below:-

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

b) Bank Particulars

i). Bank Name -: **State Bank of India**

ii). Bank Telephone No. (with STD code)-: 044 – 2433 0583 / 2433 0407

iii). Branch Address:- SBI Saidapet Branch 00912, No.80-A, Chevalier Sivaji Ganesan Salai, South Boag Road, T.Nagar, Chennai-17

iv). Branch Code -: 00912

v). 9 Digit MICR Code of the Bank Branch -: 600002045

vi). Bank Account Number -: 10610819499

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- vii). Bank Account Type -: Cash Credit Account
- viii). 11 Digit IFSC Code of Beneficiary Branch-: SBIN0000912
- ix). Details for SFMS (Structured Financial Messaging System) transmission of BG

| | |
|-----------------|------------------|
| Bank and Branch | SBI TFCPC Branch |
| Branch Code | 5056 |
| IFSC Code | SBIN0005056 |

(Note -: In case of E-Tenders, proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected).

- 5.0 **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement Site <https://eprocurebhel.co.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://eprocurebhel.co.in>. Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT EMD (in physical form) as mentioned below:

a. Technical Tender (UN priced Tender)

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 4.0 / Bid Security Declaration (as applicable).
- ii. Technical Bid (without indicating any prices).

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may,

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without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

DO NOT'S

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

Digital Signing of e-Tender

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

The Requirement:

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

BHEL has finalized the e-procurement service Provider:-

NIC PORTAL (<https://eprocurebhel.co.in>)

The contact details of the service provider are given below:

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 005

0120-6277 787

1.Peter Raj, NIC, Ph: 9942069052

Email Support: support-eproc@nic.in

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

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The contact details of the DSC Certifying Authority as given below:

| Sl. No. | Name | Website Link |
|---------|--------------------|---|
| 1 | (n) Code solutions | https://www.ncodesolutions.com/ |
| 2 | e-Mudhra | https://www.e-mudhra.com/ |
| 3 | Safescrypt | www.safescrypt.com |

Vendors are also requested to go through seller manual available on <https://eprocurebhel.co.in>

6.0 DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING in E-PROCUREMENT PORTAL <https://eprocurebhel.co.in> SHALL BE AS DETAILED BELOW:

| SI No. | Description | Remarks |
|--------|---|---|
| | Techno-Commercial Bid CONTAINING THE FOLLOWING: - | |
| i. | Covering letter / Offer forwarding letter of Tenderer. | Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in . |
| ii. | Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under SI No (i) above. Note: 1. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be attached along with document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. 2. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding. (i) In case of acceptance of the deviations, appropriate loading shall be done by BHEL (ii) In case of unacceptable deviations, BHEL reserves the right to reject the tender. | Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in . |

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| iii. | Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria. (Technical & Financial) As detailed in Clause No. 24 of NIT, It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, Contact Phone no, FAX no, E-mail ID, etc. | Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in . |
| iv. | All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc. pertinent to this NIT. | Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in . |
| v. | Integrity Pact Agreement (Duly signed by the authorized signatory) (As applicable) as per Clause 1.0 XII of NIT | Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in . |
| vi. | Duly filled-in annexures, formats etc. as required under this Tender Specification/ NIT | Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in . |
| vii. | Notice inviting Tender (NIT) | Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in . |
| viii. | Volume – I A: Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc | |
| ix. | Volume – I B: Special Conditions of Contract (SCC) | Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in . |
| x. | Volume – I C: General Conditions of Contract (GCC) | |
| xi. | Volume – I D: Forms & Procedures | |
| xii. | Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' | Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in . |
| xiii. | Any other details preferred by bidder with proper indexing. | Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in . |
| Caution to Bidders: - The duly signed & stamped copies of Volume – I Book I & Volume I Book-II are to be attached under the form Techno-commercial Bid. For any further queries, Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in . | | |

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| Sl No | Description | Remarks |
|-------|---|---|
| | PRICE BID consisting of the following shall be provided as mentioned below | |
| I | Price/ Total Amount corresponding to the total works as specified in “Part C: Bill of Quantities” available in “Volume II – PRICE BID (latest Revision)” shall be quoted in the format named ‘Format to quote Total Amount’ available in e-Procurement portal under ‘Packet details -> Tender covers -> Finance’(Cover Type Description – Price Bid). Bidders to note that total amount quoted by the bidder in this format shall be considered for evaluation of offer. | Refer “Bidders Manual Kit” available at https://eprocurebhel.co.in . |

SPECIAL NOTE:

All documents/ annexures 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.

- 7.0 Deviation with respect to tender clauses and additional clauses / suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 Void
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc., before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal <https://eprocurebhel.co.in>, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date

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of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

- 12.0 BHEL may decide holding pre-bid discussion (PBD) with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc., or requirements of different codes / standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error / missing pages / other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting / submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Void
- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-1(as applicable), past performance etc., and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right NOT to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful / Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 **Reverse Auction (RA):** Not Applicable
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

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23.0 Void

24.0 The bidder may have to produce original document for verification if so decided by BHEL.

25.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.

26.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "**supplier registration page**".

27.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of banned/ hold firms is available on BHEL web site www.bhel.com.

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

27.1.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

28.1.2 Commitment by Bidder/ Supplier/ Contractor:

- i. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- ii. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- iii. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor

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as per extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

28.0 Preference to Micro and Small Enterprises (MSEs) & Start-up:

| Type of Organization | Exemption on Experience | Exemption on Turnover |
|----------------------|-------------------------|-----------------------|
| MSEs | No | No |
| Start-up | No | No |
| SHG | No | No |

Note: Purchase preference will be given to MSEs as per Govt. Guideline. Please submit the valid MSEs/ Udyam Certificate to get purchase preference.

29.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <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.

30.0 PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier/ Non- Local supplier and purchase 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.

30.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017

- 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 Clause means: -
 - a. An entity incorporated established or registered in such a country; or

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- 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 the such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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- 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) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Annexure-11.

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

31.0 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.

32.0 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.

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

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

34A One Bid per Bidder

A Bidder shall submit only one bid in a particular bidding process. In case of a holding company having more than one subsidiary having common business ownership/ management, only one business entity amongst the holding company and its subsidiaries should quote for a particular tender. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/

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Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified.

In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm /Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case maybe, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
 - i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
 - ii. is a director and / or Key Managerial Personnel of the company which has submitted a bid, or

holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected. Bidder shall submit Declaration as per format provided in Annexure-9A.

34B Conflict of interest

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**

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- 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.

34.0 **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 Bid
- d. Technical Conditions of Contract (TCC)—Volume-IA
- e. Special Conditions of Contract (SCC) —Volume-IB
- f. General Conditions of Contract (GCC) —Volume-IC
- g. Forms and Procedures —Volume-ID

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

For and on behalf of BHARAT HEAVY ELECTRICALS LTD

General Manager / SCT & Purchase

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Enclosure:

- (i) Annexure-1: Pre-Qualifying criteria.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Void
- (iv) Annexure-4: Reverse Auction Process Compliance Form
- (v) Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- (vi) Annexure-6: RA price confirmation and breakup
- (vii) Annexure-7: Integrity Pact
- (viii) Annexure-8: Undertaking as per C4 of Annexure-1 i.e. PQR
- (ix) Annexure-9: Declaration regarding Details of related firms and their area of activities
- (x) Annexure-9A: Declaration regarding One Bid per Bidder (as per Clause No 34 A)
- (xi) Annexure-10: 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)
- (xii) Annexure-11: Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017
- (xiii) Other Tender documents as per this NIT.

NOTICE INVITING TENDER

ANNEXURE - 1

PRE-QUALIFYING CRITERIA

| | |
|-------------------|---|
| JOB | Framework Agreement (Rate Contract) of engaging the services of manpower for Regular Operation and Routine Maintenance of BHEL Own cranes deployed at various PSSR project sites. |
| Tender No. | BHEL PSSR SCT 2180 |

| Sl. No. | PRE-QUALIFICATION CRITERIA | Bidders claim in respect of fulfilling the PQR Criteria | |
|-----------|---|---|--|
| | | Name and Description of qualifying criteria | Page no of supporting document. Bidder must fill up this column as per applicability |
| A | Submission of Integrity Pact duly signed (if applicable) as per Clause 1.0 XII of NIT (Note: To be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder) | Applicable | |
| B | <u>Technical</u> Refer Annexure 1A | Applicable | |
| C: C-1 | FINANCIAL Turnover Bidders must have achieved an average annual financial turnover (Audited) of Rs. 66 Lakh, Rs 36 Lakh, Rs 51 Lakh and Rs 20 Lakh for Category I, II, III and IV respectively or more over latest three financial years (FY), i.e., FY 2021-2022, 2022-2023 & 2023-24. If a bidder applying for multiple categories will qualify only for those categories where their average annual audited turnover exceeds the turnover requirement for each specific category. For instance, if a bidder with an average annual audited turnover of Rs 40 Lakh bids for Categories II, III, and IV, they will qualify only for Categories II and IV and will not be eligible for Category III. | Applicable | |

Tender Specification No.: BHEL: PSSR: SCT: 2180

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| | | | |
|---|---|----------------|---------|
| C-2 | Net Worth (Only in case of companies) of the bidder should be positive. Note: Net worth shall be calculated based on the latest Audited Accounts as furnished for 'C-1' above. Note: Net worth = Paid up share capital + Reserves | Applicable | |
| C-3 | Profit Bidder must have earned profit in any one of the Five financial years as applicable in the last Five financial years preceding the present (i.e. 2019-20, 2020-21, 2021-22, 2022-23, 2023-24). Bidders to submit audited Balance Sheet and Profit & Loss Statement for the year as supporting documents. Note: PROFIT shall be PBT earned during any one year of last five financial years. | Applicable | |
| C-4 | Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect. (As per Format provided at Annexure-8 to this NIT). | Applicable | |
| D | Assessment of Capacity of Bidder to execute the work as per Sl. No 9 of NIT | Not Applicable | |
| E | Approval of Customer Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval. | Not Applicable | By BHEL |
| F | Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E | Applicable | By BHEL |
| G | Consortium criteria | Not Applicable | |
| <u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u> 1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures. 2. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements | | | |

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| | |
|--|--|
| | <p>submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.</p> <p>3. 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.</p> <p>4. C-2: -NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for 'C-1' above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated only in case of companies)</p> <p>5. C-3: - PROFIT shall be PBT earned during any one year of last five financial years.</p> <p>6. Completion date for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission of Tender irrespective of the date of the start of work. Completion date shall be reckoned from the "FY quarter of bid submission". (for e.g. - Work completed on 01.01.2014 shall be considered even if the latest date of bid submission is 20.03.2021)".</p> <p>7. Consortium is not permitted for this tender. However, after successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.</p> <p>8. The evaluation currency for this tender shall be INR.</p> <p>9. Wherever the credential submitted for satisfying the Technical PQR is from direct order of BHEL, bidders to ensure that relevant certificate issued by respective contracting department of BHEL is provided as part of the offer. Certificates can be obtained from BHEL by submitting request through online portal i.e. https://siddhi.bhel.in.</p> <p>10. For Evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical B1 above, bidder may utilize the experience of its Parent/Subsidiary Company along with its own experience, subject to the following:</p> <ul style="list-style-type: none">a) The parent company shall have a controlling stake of $\geq 50\%$ in the subsidiary company (as per Format-1).b) The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit (SD) equivalent to 1% of the total contract value.c) The parent /subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2). |
|--|--|

1. BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK

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ORDER AND WORK COMPLETION CERTIFICATE ETC. IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

2. Credentials submitted by the bidder against “PRE-QUALIFYING CRITERIA” shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings

B. PRE-QUALIFICATION CRITERIA / REQUIREMENT – Technical

B1. Technical Pre-Qualification Criteria

CATEGORY-I: CRANES OF CAPACITY BELOW 100 MT

Bidder should have executed the service of operation and maintenance to the cranes of capacity 75MT or above in last 7 years at least for a period of six months in any organization as on latest date of offer submission.

CATEGORY-II: CRANES OF CAPACITY 100MT & ABOVE (BELOW 200MT)

Bidder should have executed the service of operation and maintenance to the cranes of capacity 100MT or above in last 7 years at least for a period of six months in any organization as on latest date of offer submission.

CATEGORY-III: CRANES OF CAPACITY 200MT & ABOVE (BELOW 350MT)

Bidder should have executed the service of operation and maintenance to the cranes of capacity 200MT or above in last 7 years at least for a period of six months in any organization as on latest date of offer submission.

CATEGORY-IV: CRANES OF CAPACITY 350MT & ABOVE

Bidder should have executed the service of operation and maintenance to the cranes of capacity 350MT or above in last 7 years at least for a period of six months in any organization as on latest date of offer submission.

Note: The term executed in the above QR means, the bidder should have carried out the service as mentioned above to any customer and submit the proof for completion of the same in support of the above.

Consortium/ Joint Venture bidding is not allowed.

Completion date shall be reckoned from “FY quarter of bid submission (for e.g. work completed on 01.01.2014 shall be considered even if latest date of bid submission is 20.03.2021)

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ANNEXURE - 2

CHECK LIST

NOTE: - Tenderers are required to either fill in or submit separately the following details. No column should be left blank.

| | | |
|----|---|--|
| 1 | Name of the Tenderer | |
| | Address of the Tenderer | |
| 2 | Details about type of the Firm / Company | |
| 3a | Details of Contact person for this Tender: Name: Mr. / Ms. Designation: Telephone No: Mobile No: E-mail ID: Fax No: | |
| 3b | Details of alternate Contact person for this Tender: Name: Mr. / Ms. Designation: Telephone No: Mobile No: E-mail ID: Fax No: | |
| 4 | EMD DETAILS (Remittance of EMD should be in line with Mode of Deposit as detailed in clause 1.9.1 of General Conditions of Contract (Volume-IC Book-II) & Applicable EMD amount as per clause 1.0 Vii of NIT - Salient Features of NIT. a. Cash portion of EMD (Minimum Rs 2 Lakhs) b. Balance portion of EMD | a. Mode of Remittance: Ref No: Date: Amount: b. Mode of Remittance: Ref No: Date: Amount: |
| 5 | Tender Floated for following Category: 1. CATEGORY-I: CRANES OF CAPACITY BELOW 100 MT 2. CATEGORY-II: CRANES OF CAPACITY 100MT & ABOVE (BELOW 200MT) 3. CATEGORY-III: CRANES OF CAPACITY 200MT & ABOVE (BELOW 350MT) 4. CATEGORY-IV: CRANES OF CAPACITY 350MT & ABOVE Note: Tender will be Evaluated Category Wise | Bidder Participation: 1. Category – I: Yes/ No 2. Category – II: Yes/ No 3. Category – III: Yes/ No 4. Category – IV: Yes/ No |

NOTICE INVITING TENDER

| | | | |
|----|--|--|---------------------------|
| 6 | Validity of Offer | To be valid for six months from due date | |
| | | Applicability (By BHEL) | Bidder's reply |
| 7 | Whether the format for compliance with PRE-QUALIFICATION CRITERIA (ANNEXURE-1) is understood and filled with proper supporting documents referenced in the specified format | Applicable | Yes / No |
| 8 | Submission of Audited Balance sheet and profit and Loss Account for the last three years | Applicable | Yes / No |
| 9 | Submission of Copy of PAN Card | Applicable | Yes / No |
| 10 | Whether all pages of the Tender documents including annexures, appendices etc., are read understood and signed | Applicable | Yes / No |
| 11 | Whether all pages of the offer documents are signed by the person authorized to sign this offer | Applicable | Yes / No |
| 12 | Submission of Integrity Pact (as per Annexure-7 to NIT) as per Clause 1.0 XII of NIT | Applicable | Yes/ No |
| 13 | Submission of Offer Forwarding Letter | Applicable | Yes / No |
| 14 | Submission of Declaration by Authorized Signatory | Applicable | Yes / No |
| 15 | Submission of No Deviation Certificate | Applicable | Yes / No |
| 16 | Submission of Declaration confirming knowledge about Site Conditions | Applicable | Yes / No |
| 17 | Submission of Declaration for relation in BHEL | Applicable | Yes / No |
| 18 | Submission of Non-Disclosure Certificate | Applicable | Yes / No |
| 19 | Submission of Bank Account Details for E-Payment | Applicable | Yes / No |
| 20 | Submission of Capacity Evaluation of Bidder for current Tender | Applicable | Yes / No |
| 21 | Submission of Tie Ups / Consortium Agreement as per format | Not Applicable | |
| 22 | Submission of Power of Attorney for Submission of Tender / Signing Contract Agreement | Applicable | Yes / No |
| 23 | Submission of Analysis of Unit rates | Not Applicable | |
| 24 | Submission of unquoted Price Bid (Volume-II Price Bid) without disclosing rates / price | Applicable | Yes / No |
| 25 | Submission of Copy of Organization Chart | Applicable | Yes / No |
| 26 | Submission of Copy of Registration/ Incorporation certificate, Partnership Deed (Certified by Notary Public) as applicable for firm | Applicable | Yes / No |
| 27 | Submission of Undertaking as per clause C4 of Annexure-1 to NIT i.e. PQR (as per Annexure-8 to NIT) | Applicable | Yes / No |
| 28 | Submission of Declaration regarding Details of related firms and their area of activities (as per Annexure-9 to NIT) | Applicable | Yes / No |
| 29 | Submission of Declaration regarding One Bid per Bidder (as per Clause No 34 A of NIT, Annexure-9A) | Applicable | Yes / No |
| 30 | Submission of 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) (as per Annexure-10 to NIT) | Applicable | Yes / No |
| 31 | Submission of Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017 (as per Annexure-11 to NIT) | Applicable | Yes / No |

Tender Specification No.: BHEL: PSSR: SCT: 2180

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NOTE:

1. STRIKE OFF 'YES' OR 'NO', AS APPLICABLE.
2. For Sl. No.12,13, 15 to 22 above, the applicable formats are available in "Volume ID of Volume I Book-II – Forms and Procedures" of this tender specification.
3. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

NOTICE INVITING TENDER

Annexure-3

Void

NOTICE INVITING TENDER

Annexure-4

Reverse Auction Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

M/s. {Service provider}

Postal address}

Sub:Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. {.....} dt. {.....}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (Guidelines for Reverse Auction – 2021) as available in Volume-ID, “Forms and Procedures” of this tender), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - 6 within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.

NOTICE INVITING TENDER

Annexure – 5

Authorization of representative who will participate in the online Reverse Auction Process:

| | | |
|---|---|--|
| 1 | NAME OF THE BIDDER | |
| 2 | NAME & DESIGNATION OF OFFICIAL | |
| 3 | POSTAL ADDRESS (COMPLETE) | |
| 4 | TELEPHONE NOS. (LAND LINE & MOBILE BOTH) | |
| 5 | E-MAIL ADDRESS | |
| 6 | NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION | |

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Annexure – 6

RA price confirmation and breakup
(To be submitted by L1 bidder after completion of RA)

To

M/s. Service provider
Postal address

CC: M/s BHEL

{Unit-
Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs.{_____in value & in words_____} for item(s) covered under tender enquiry
No. {...} dt.{...}**

Total price of the items covered under above cited Tender Specification as our final landed prices as quoted during the Reverse Auction conducted today _____{date} which will be valid as per tender Specification.

Total

=====
- Rs. in value & in words
=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

NOTICE INVITING TENDER

Annexure – 7

Attached

NOTICE INVITING TENDER

Annexure – 8

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 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:

NOTICE INVITING TENDER

ANNEXURE – 9

DECLARATION

Date: _____

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 ("Family" shall mean: (a). parent, (b). husband/wife, (c). sons/daughters (including adopted children) and their spouse, (d). full blood siblings (brothers & sisters from common parents) and their spouse) 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: _____

NOTICE INVITING TENDER

ANNEXURE – 9A

DECLARATION

(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: One Bid per Bidder w.r.t. Clause No. 34A of NIT – reg.

Ref: NIT/Tender Specification No:

I/ We, M/s (Name of the bidder) certify the following with reference to the subject Tender.

1) I/ We have not submitted multiple bids, in any of the two formats given below:

- a) individual or proprietorship format and/or
- b) a partnership or association of persons format and/or
- c) a company formats

wherein,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
 - i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
 - ii. is a Director and / or Key Managerial Personnel of the company which has submitted a bid, or
 - iii. holds more than 10% (ten percent) of voting share capital in and/or is a director and/or Key Managerial Personnel of a holding company of that company which has submitted the bid.

2) None of our Sister/ Associated/ Allied concerns (i.e., a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner) have submitted any other bid for this Tender.

I/We understand that all the bids of a bidder who has submitted multiple bids, in terms of Clause No. 34A of NIT, shall be rejected.

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

Place:

Date:

NOTICE INVITING TENDER

ANNEXURE 10

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017
DATED 04TH JUNE, 2020) AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,
(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:,
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by _____ (*specify name of the organization here*) has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

...

...

...

Thanking you,
Yours faithfully,

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

**** - Strike out whichever is not applicable.**

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

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NOTICE INVITING TENDER

ANNEXURE 11

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

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

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

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

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

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

Thanking you,

Yours faithfully,

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

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

INTEGRITY PACT

ANNEXURE - 7

INTREGITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **BHEL PSSR SCT 2180 - Framework Agreement (Rate Contract) of engaging the services of manpower for Regular Operation and Routine Maintenance of BHEL Own cranes deployed at various PSSR project sites for Category I/ Category II/ Category III/ Category IV** (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption

Tender Specification No.: BHEL: PSSR: SCT: 2180

INTEGRITY PACT

Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process , terminate the

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contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award/ order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be-entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

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Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions
- 8.9 IEMs should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

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- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IE Ms.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

INTEGRITY PACT

- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.


18/12/24

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/Contractor
(Office Seal)

एस. राजन
S. RAJAN

वरिष्ठ उप महाप्रबंधक (उप - संविदा) / SDGM (Sub - Contracts)
बी.एच.ई.एल. - पी.एस.एस.आर. / BHEL - PSSR
बी.एच.ई.एल. एकीकृत कार्यालय परिसर, पल्लिकरानै, चेन्नै - 600 100
BHEL Integrated Office Complex, Pallikaranai, Chennai - 600100

Place Chennai

Date _____

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____
