

## NOTICE INVITING TENDER (NIT)

Dear Sir/Madam

**Sub: NOTICE INVITING TENDER**

Sealed Tenders in two-part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) 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 REF NUMBER	TOAXX00014	
ii	Brief Scope Of Job	"Balance Composite Mechanical, Piping, Equipment & Steel Structure works" Works in IOCL Paradip-Standby SRU (525TPD) Train project, Odisha.	
iii	DETAILS OF TENDER DOCUMENT		Applicable/Not Applicable
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 (SCC)	Applicable
c	Volume-IC	General Conditions of Contract (GCC)	Applicable
d	Volume-ID	Forms and Procedures	Applicable
e	Volume-II	Price Schedule (Absolute value)/ "Schedule of quantity (i.e SOQR)"	Applicable
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL eProcurement portal ( <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ) till due date of submission: <b>Download start Date: 16/04/2024.</b>  Brief information of the tenders shall also be available at BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> )	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date : 26/04/2024, Time : 11:00 hrs Place : on</b> <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>	Applicable
vi	OPENING OF TENDER	<b>Date : 26/04/2024, Time : 16:00 hrs Notes:</b> (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 eProcurement portal only.	Applicable
vii	EMD AMOUNT	<b>Rs.20,00,000/- (Rupees Twenty Lacs Only)</b>	Applicable
viii	COST OF TENDER DOCUMENT	<b>Exempted.</b>	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<b>Date: 23.04.2024</b> Along with soft version also, addressing to the undersigned as per contact address given below.	Applicable

		<b>Mr. Imran Javed, Dy.Manager, Purchase Department/PE&amp;SD, PE&amp;SD bldg.-Ground Floor, BHEL, R.C. Puram, Hyderabad – 502032 Ph.: 040-23184915,23185003 E-mail: imran@bhel.in kumarmanoj@bhel.in</b>	
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	Date : 23.04.2024 Time: 10.00 Hrs. Venue: Ground-Floor, PESD Purchase, PE&SD building (Near Admin Building)-RC Puram	Applicable.
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	Please refer clause no. 15.	Applicable
xii	<b>Latest Updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications @View Corrigendums), BHEL eProcurement portal ( <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ) <b>and not in the newspapers</b> . Bidders to keep themselves updated with all such information	Applicable
xiii	<b>Tender Submission</b>	On portal ( <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> )	
xiv	<b>Contract Period</b>	Entire work shall be completed within Five (5) Months (2 Months for execution + 2 months for commissioning + 1 month for handing over) from the date of commencement of site work. For further details refer Chapter V: Technical Condition of contract.	Applicable

**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, **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form other than the Price Bid, shall not be entertained.**

**3.0** Not used.

**4.0** Unless specifically stated otherwise, bidder shall deposit EMD/Tender Fee through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Hyderabad. **Hard copy of the Demand Draft/FDR/BG should reach BHEL Hyderabad before the due date and time of bid submission.** BHEL shall not be responsible for postal or any other delays in this regards. Unless specifically stated otherwise, bidder shall deposit EMD through Cash Deposit (as permissible under the extant Income Tax Act) (before tender opening), Electronic Fund Transfer credited in BHEL account (before Tender Opening) or Banker's Cheque/ Demand Draft/ Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Hyderabad (along with offer). The EMD can also be accepted in form of FDR(Fixed Deposit Receipt) from scheduled Banks /Public

Financial Institutions as defined in company's act (FDR should be in the name of contractor a/c BHEL, duly discharged, pasted with One rupees revenue stamp)

Alternatively, Rs. 2.0 Lacs can be submitted in the manner described in the above para and Rs. 18.0 Lakh may be accepted in the form of Bank Guarantee (BG) from scheduled bank, as total EMD amount of Rs. 20.0 Lacs for this tender. The Bank Guarantee in such cases shall be valid for at least six months.

'One Time EMD' will not be considered for this tender. All the bidders who have 'One Time EMD' with BHEL and want to participate in this tender, would also submit the requisite amount of EMD as mentioned in Clause No. 1, Salient Features of NIT, Sl. No. (vii) above.

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): 040 - 23027035
- iii). Branch Address:- BHEL Township, Ramachandrapuram, Medak Dist-502032
- iv). 9 Digit MICR Code of the Bank Branch :- 500004072
- v). Bank Account Number :- 62265450106
- vi). Bank Account Type :- Current Account
- vii). 11 Digit IFSC Code of Beneficiary Branch:- SBIN0020075

(Note:- In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer should be uploaded in the E-Procurement Portal and hard copy of the same should reach BHEL R.C.Puram Hyderabad before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

For other details please refer General Conditions of Contract.

- 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 eProcurement 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 (eg. 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. Tender Cost and Earnest money Deposit (EMD) furnished in accordance with NIT Clause 4.0. Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT
- ii Technical Bid (without indicating any price)

**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 warrant 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, 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.
  - vi. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

#### **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:**

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

The contact details of the service provider are given below:

For any technical related queries please call at 24 x 7 Help Desk Number.  
0120-4001 002, 0120-4001 005 & 0120-6277 787.

International bidders are requested to prefix 91 as country code

Email Support: - Technical- [support-eproc@nic.in](mailto:support-eproc@nic.in)

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

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate)**

The contact details of the service provider are given below:

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.

- a. The contact details of the DSC Certifying Authority as given below

1	<b>GNFC</b>	<a href="http://www.ncodesolutions.com">www.ncodesolutions.com</a>
2	<b>e-Mudhra</b>	<a href="http://www.e-Mudhra.com">http://www.e-Mudhra.com</a>
3	<b>Safescrypt</b>	<a href="http://www.safescrypt.com">www.safescrypt.com</a>

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

- 6.0 Not used
- 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/award 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 Assessment of Capacity of Bidders:**  
**NOT APPLICABLE**
- 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 over e-procurement portal 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 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 of 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 **Integrity pact (applicable for this tender):** Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at Clause no. 1, Salient Features of NIT, Sl. no. (xi) above. "Integrity Pact (IP)"**

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

Sl. No.	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (reted.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 1, Salient Features of NIT, Sl. No. (ix) above.*

- 16.0 The Bidder has to satisfy the 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 NIT terms & conditions 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 (applicable for this tender):** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com) on "supplier registration page") for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction,

their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

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.

23.0 **Consortium Bidding (or Technical Tie up)** is allowed as specified in Pre-Qualifying Requirement (PQR) criteria, and as such following shall be complied with:

23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement for the said contract with a validity period of six months initially. In case bidder becomes L1, Consortium Agreement valid till contractual completion period shall be submitted to BHEL before signing the contract. Consortium Agreement shall be kept valid till scope of work awarded to consortium partner(s) as per contract is completed.

23.2 'Standalone' bidder cannot become a 'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.

23.3 Number of partners for a Consortium Bidding (or Technical Tie up) including Prime Bidder shall be NOT more than 3 (three).

23.4 Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work.

23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy the Technical 'Pre Qualifying Requirements' specified for the respective package,

23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'.

23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified

23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.

23.9 Prime Bidder shall be responsible for the overall execution of the contract.

23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.

23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL and BHEL shall take necessary action as per extant guidelines. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.

23.12 In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL.

23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of one work with a consortium partner under direct order 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.

23.14 The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. However, Prime Bidder has also option for submission of SD on behalf of consortium partner (s).

SD submitted by Consortium Partner(s) may be released in case corresponding scope of work of the respective Consortium partner(s) has been completed upto the extent of 80% based on certification by Construction Manager and concurrence by the prime bidder.

23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also.

24.0 The bidder shall submit documents in support of possession of 'tender requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

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

26.0 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.

27.0 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](http://www.bhel.com) on "supplier registration page..

28.0 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](http://www.bhel.com)".

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

**Commitment by BHEL:**



28.1.1 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 commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (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 as per extent guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions

29.0 Not used.

30.0 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.

31.0 Make in India

For this Procurement , Public Procurement ( Preference to Make in India ) , Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of Contract / PO/ WO 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. Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links  
[https://dipp.gov.in/sites/default/files/publicProcurement\\_MakeinIndia\\_15June2017.pdf](https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf)  
[https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017\\_28052018.pdf](https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf)  
Proforma for self certification for minimum local content and auditor's certification is given in Annexure y.

32.0 Startups: For Startups Medium Enterprises, Condition of prior turnover and prior experience in Public Procurement may be relaxed subject to meeting of Quality and Technical Specifications . Startups are exempt from paying earnest money deposit.

33.0 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.

- 34.0 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.

- 35.0 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 Specification —Volume-II
- d. Technical Specification—Volume-IA
- e. Special Conditions of Contract (SCC) —Volume-IB
- f. General Conditions of Contract (GCC) —Volume-IC
- g. Forms and Procedures —Volume-ID

For Bharat Heavy Electricals Ltd

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Dy. Manager  
PE & SD, BHEL  
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**Enclosure**

- 01. Check List
- 02. Annexure-I to V of NIT
- 03. Other Tender documents as per this NIT.