Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
PROJECT ENGINEERING MANAGEMENT
NOTICE INVITING TENDER (NIT)

Enquiry No- PE/PG/NTF/E-6776/2021 Date- 28-Sep-21

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

1. Mode of Enquiry	E - PROCUREMENT	
2. Project	**2X500 MW NTPL TUTICORIN FGD**	
3. End Customer	**NLC TAMILNADU POWER LIMITED**	
4. Executing Agency	**BHEL-PSSR**	
5. Package	**HVAC FOR FGD**	
6. Due Date & Time	**08 October 2021**	**11 :00 : AM IST**
7. Earnest Money Deposit (EMD)	NIL	
8. Security Deposit (SD)	NIL	
9. Tender Cost	NIL	
10.Numbers of Part bid	**2-Part bid (Techno-commercial and price bid)**	
11. Technical Scope	As per Technical specification No: **PE-TS-483- (571-13000-A)-A001 (REV-0)**	
12. Last Date for Seeking Clarification	05 days before due date of tender opening	
13. Schedule of Pre Bid Discussion	To be informed later.	
14. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
15. Delivery terms	FOR Despatch Station	
16. Delivery Schedule:		
Supply (with commissioning spares)	08 months from the date of LOA.	
E&C	within 04 months from the date of availability of front by BHEL, whichever is later. Site front availability will be reckoned as the date when site informs vendor for mobilization of manpower & resources.	
O&M Services	Vendor shall be informed at least 4 weeks in advance for deputation at site.	
17. Prices shall be Firm till completion of contract.		PVC Formula, If applicable :- NA
18. CIF Content	Not Available	CIF Value: Not Applicable
19. Integrity Pact Applicability -	YES	

20. In line with cl. No. 12 of (ITB) GCC Rev 07, following Independent External Monitors (IEMs) have been appointed by BHEL.
Shri Arun Chandra Verma, IPS (Retd.) (EMAIL-acverma1@gmail.com)
Shri Virendra Bahadur Singh, IPS (Retd.) (EMAIL-vbsinghips@gmail.com)

21. **Tender Evaluation - Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable.**
Ordering shall be done after de-loading the commercial/ technical loading from bidder's final price.
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 & binding.

22. Terms & Conditions:- The terms & conditions shall be as per enclosed **Special conditions of the contract** (SCC- copy enclosed), GCC Rev 07 which is available on www.bhelpem.com and other Terms and Conditions included in this Enquiry Letter.

23. BGs should be in favour of BHEL-PSSR instead of BHEL PEM. L1 Vendor will be required to submit BGs as per GCC Rev-07.

24. Bidders who fulfil Technical & Financial Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those bidders shall be evaluated who meet the Technical as well as Financial Pre-Qualifying requirements.

25. BHEL shall be resorting to Reverse Auction(RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

    Price bids of all 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.

    Note: - Vendors to note that above RA clause will supersede clause no 13 of '' Instruction to bidders '' of GCC Rev-07.

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

27. Bidder to note that this is an Open Tender enquiry & RA shall be subject to following condition:
    a) Qualifying Technical & Financial Pre-Qualification Requirement.
    b) Techno-commercial acceptance of offer by BHEL-PEM.
    c) Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder. Accordingly, bidders are requested to submit credential as per the format enclosed herewith along with their technical bid.

    The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at www.bhelpem.com-->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

28. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.bhelpem.com). Bidders should regularly visit websites to keep themselves updated.

29. If bidder mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost.

30. Scope of Construction Power & Water shall be as per Annexure-I.

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

Sharad Chandra/MGR– BOP **M/s Bharat Heavy Electricals Ltd.,** Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: **sharadchandra@bhel.in** Ph. No. 0120-4213572	**Mr. Upendra Chaudhary /MGR-BOP** **M/s Bharat Heavy Electricals Ltd.,** **Project Engineering Management,** Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 **E-MAIL: upendrachaudhary@bhel.in** Ph. No. 0120-4213561

32. Over all (%) quantity variation: The variation on overall package value due to changes in the scope shall be limited to +/-30%.

33. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.

34. **Insurance Deductibles/Excess**:
For Marine Cover:
0.25% of consignment value subject to minimum of Rs 20,000/-
For Storage /Erection and Testing Cover:
Normal Excess: 5 % of the claim amount subject to a minimum of Rs. 1.5 Lakh.
Testing Excess: 5% of the claim amount subject to minimum of Rs. 4.0 Lakh.
Act of God Perils: - 10% of the claim amount subject to minimum of testing period excess.
Fire / Explosion Claims: 20% of the claim amount subject to minimum of testing period excess
Third Party Liability:
The policy excesses (normal/testing periods) shall apply for third party liability property damage claims also.
For third party liability claims arising out of acts of GOD perils. The excess applicable to AOG claims shall apply.
Terrorism cover: - 5% of loss amount subject to minimum Rs. 1 Lakhs and Maximum 2 Crores 50 Lakhs EEL

"The above mentioned insurance deductibles/excess are tentative in nature and may change after award of contract which will be applicable within quoted price"

35. All Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.

36. Bidder to quote freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.

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

38. In place of clause no 26 of (ITB) GCC-Rev-07, following clause to be considered:
"For this procurement, the local content to categorise a supplier as 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 India), Order 2017 dated 16.09.2020 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT."
This package is not divisible in nature. The margin of purchase preference shall be as per order dtd. 16.09.2020. For this tender, offer from only class-1 local suppliers (meeting minimum 50% local content requirement) shall be considered.
Bidders are required to provide the following along with the part-1 bid:
(I) Provide a self-certification (in line with attached draft) giving the percentage of local content.
(II) Provide the details of the location(s) at which the local value addition shall be made.

39. This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated 20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc.) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the NIT items/Package.

40. Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation 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. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.

41. Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 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.
II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any

of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means
   a. An entity incorporated, established or registered in such a country; or
   b. A subsidiary of an entity Incorporated. established or registered in such a country; or
   c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
   d. An entity whose *beneficial owner is* situated in such a country: or
   e. An Indian (or other) agent of such an entity; or
   f. A natural person who is a Citizen of such a country; or
   g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The *beneficial owner* for the purpose of (iii) above will be as under:
   1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership Interest or who exercises control through other means,
   Explanation-
   a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
   b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions Including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
   2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together. or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
   3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;
   4. Where no natural person is Identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
   5. In case of a trust, the identification of beneficial owner(s) shall Include identification of the author of the trust. the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note- The above clause shall not be applicable for the bidders from those countries (even if sharing a land order with India) to which the Government of India (GoI) has extended lines of credit or in which the GoI is engaged in development work.

42. It shall be the responsibility of the bidder to ensure that the tender is uploaded on or before the due date and time. Part-I bids shall be opened on due date through e-procurement Portal.

43. The evaluation currency for this tender shall be INR.

44. Self-declarations/ auditor's/ accountant's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.

45. All bidders to submit the performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.

46. All bidders to declare 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.

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

48. **Bidders to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Bidders shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal https://eprocurebhel.co.in/nicgep/app.**
Following documents need to be uploaded:
- **Offer forwarding/ covering letter**
- **Local content certificate in line with Make in India circular.**
- **Land Border Certificate.**
- **Credentials as per format.**
- **Documents required for meeting Technical & Financial PQRs**
- **Un-price bid, annexure-II (Cost of Withdrawal of Deviation) and Price bid in e-procurement portal.**

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date

Thanking You.
For and on behalf of BHEL

SHARAD CHANDRA

Digitally signed by SHARAD CHANDRA
DN: c=IN, o=BHARAT HEAVY ELECTRICALS LIMITED, ou=POWER SECTOR-PROJECT ENGINEERING MANAGEMENT (PS-PEM), postalCode=201301, st=UTTAR PRADESH, 2.5.4.20=089a16018da25cac45670e8f7d15d00fb0f21f752b7d5defc65e3d0da37894fd, pseudonym=802894864F2CD291CB1001210178DCE309E308A, serialNumber=411989C049653E2228B6E49EC3DEC952D1A2B152E3422C98EC08B22D902EEF83, cn=SHARAD CHANDRA
Date: 2021.09.28 10:04:26 +05'30'

Sharad Chandra
Manager/ BOP/ PEM Noida

Enclosures: - (1) SCC of the Project (2) Financial PQR (3) Technical Specifications (4) Technical PQR (5) BOQ (6) Draft format for Make in India certificate (7.) Format for land/ border declaration (9) Cost of withdrawal of deviation(s) as per annexure II of GCC rev 07.