



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

Enquiry No-PE/PG/LAR/E-7421/2023

Date- **1-Mar-24**

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

1. Tender Type	Open Tender (Domestic-Indian)		
2. Package	COOLING TOWER - Induced Draft Cooling Towers (IDCT)		
3. Project	2 X 800 MW NTPC LARA TPP STAGE-II		
4. End Customer	NTPC Ltd		
5. Executing Agency	BHEL-PSWR		
6. Mode of Enquiry	E - PROCUREMENT		
7. Nature of Package	Non-Divisible		
8. Numbers of Part bid	2-Part bid (Techno-commercial and price bid)		
9. Due Date & Time for Offer Submission	22 March 2024	01 :00 : PM IST	
10. Opening of Part I bid	22 March 2024	05.00PM	
11. Earnest Money Deposit (EMD)	Applicable (Refer S.No 34 of NIT)	EMD Amount (INR)	Rs 03 Crore
12. Tender Cost	NIL		
13. Customer Approval Required	Yes		
14. Eligibility of Local Supplier as per MII	Only Class I Supplier (with local content 60% and above)		
15. HSE Guideline	Applicable (Enclosed)		
16. Technical Scope	As per Technical specification No: PE-TS-508-165-W001 Rev-00		
17. Last Date for Seeking Clarification	10 days before due date of tender opening		
18. Schedule of Pre Bid Discussion	10 days from date of NIT		
19. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES	
20. Delivery terms for Supply	FOR Despatch Station		
21. Delivery Schedule:			
Design and Engineering	12 months from LOA. Bidder to submit basic drawing/documents within 06 weeks from the date of LOA & subsequent submission shall be within 10 days from the date of comments.		
Main Supply (Unit#1 + Unit#2)	16 months from date of LOA. Drawing. Bidder to submit basic drawing/documents within 06 weeks from the date of LOA & subsequent submission shall be within 10 days from the date of comments.		
Mandatory Spares	16 months from date of LOA.		
Civil + E&C	Unit#1 - 24 months from date of LOA. Unit#2 - 28 months from date of LOA.		
PG Test	2 months from BHEL Clearance after respective Unit COD		
22. PVC (Price Variation Clause)	shall be applicable as per enclosed PVC Annexure to NIT		



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

23. CIF Content	Not Available	CIF Value: Not Applicable
24. Quantity Variation	+/-10% (Refer Annexure-XIII of GCC BOP Rev-00)	
25. Integrity Pact Applicability -	YES	
26. In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL. Shri Otem Dai, IAS (Retd.) (iem1@bhel.in) Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in) Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)		
27. Tender Evaluation - Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable. The evaluation currency for this tender shall be INR. Evaluation cost/Total Cost to BHEL shall be as follows: - Evaluation Cost = [Reinforcement Steel & Cement Cost (A)] + [Execution Cost i.e Design & Engineering charges, Main Supply, Civil Works, E&C and Mandatory Spares (B)] Cement & Reinforcement steel required for complete civil works of Cooling Tower are excluded from bidder's scope. Cement & Reinforcement steel shall be free issue items by BHEL. Bidder to indicate Total quantity of Cement and Reinforcement Steel for two (02) nos. CTs in Price Schedule. Terms and conditions for free issue items being given along with NIT. (Refer Annexure-III) (A) Reinforcement Steel & Cement Cost - which will be derived from the quantity quoted by bidder and its corresponding rate as given below: Cement: Rs 4,100/- per MT (excluding GST) Reinforcement Steel: Rs 52,800/- per MT (excluding GST) (B) Execution Cost i.e. Design & Engineering charges, Main Supply, Civil Works, E&C and Mandatory Spares – which will be quoted by the bidder in the price bid. For Bid evaluation of the Cooling Tower, Bidder's total price shall be determined after adding cost of free issue of cement and reinforcement steel as mentioned above, in Bidder's quoted execution cost for the Cooling Tower.		
28. Payment Terms for Design & Engineering Charges*, Main Supply, Mandatory Spares and E&C shall be as per GCC-BOP Rev 00. * Design & Engineering Charges shall not be more than 5% of supply price (excluding freight and GST), failing which breakup shall be adjusted accordingly from supply price for ordering. Please note that the complete engineering of the package is in the scope of bidder as per the tender requirement. However, for the payment purpose bidder to note that 50% of Design & Engineering charges shall be made against basic engineering (i.e. Preparation, submission & approval of basic drawing/ documents as indicated in tender specification) and the remaining payment shall be made for the balance engineering part on pro-rata basis. Payment Terms for Civil Works shall be as follows:		



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

(i) Ninety percent (90%) of contract value of civil works along with taxes (as applicable) shall be released by Site authorities/PS- Region as follows:

a) 5% payment against mobilization and installation for Sr No A.1, A.8 & A.9, of T&P deployment list (Annexure-II) + Labour colony duly certified by BHEL. (further breakup during BBU approval as per joint agreed progress work plan).

b) Remaining 85% on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/Customer.

(ii) Ten percent (10%) of contract value of civil works along with taxes (as applicable) shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/package to Customer/BHEL, as applicable.

Clause no 9.5 (excluding notes) of GCTC of GCC BOP Rev. 00 shall be read as-

"Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as per clause no 9.6.2 – 9.6.5:

a. 90 days for non MSME as per MSMED Act

b. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act

c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act."

29. If the total quantity of cement & total quantity of reinforcement steel during contract execution are found to be more than the final quantities quoted by the bidder, this increased quantity shall be arranged by BHEL only at Penal rates mentioned in NIT and not from any other agency and cost for excess quantity of cement & reinforcement steel shall be deducted from the bidder's payments.

30. Penal rates of Material are as follows:

Sl. No.	Materials	Penal rate (Rs)
1	Reinforcement Steel	Latest Purchase Price (LPP) of BHEL PSWR plus 30% of LPP
2	Cement	Latest Purchase Price (LPP) of BHEL PSWR plus 30% of LPP

31. If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly RA Bills as per penal rates (excluding GST). Refer Annexure-III.

32. 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.



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

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders for 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.

RA price shall be done at Evaluation cost as mentioned above at Clause No. 27 of NIT.

After completion of RA, adjustment of total price shall be done as follows:

1. Reinforcement Steel & Cement Cost - This is fixed component of price which will not be changed after completion of reverse auction.

2. Execution Cost i.e Design & Engineering charges, Main Supply, Civil Works, E&C and Mandatory Spares – This is variable component of price which will be reduced proportionately with respect to the original price bid while calculating reverse auction price.

However, separate price break up may be submitted by the L1 bidder (after RA) in case of any further price reduction, if any, after RA.

In case of single qualified bid, price bid of single qualified bidder shall be opened.

33. 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 discount from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discount, 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.

34. Earnest Money Deposit
(EMD)

EMD is to be submitted by all the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).

Modes of deposit

The EMD may be accepted only in the following forms:

i) Electronic Fund Transfer credited in BHEL account (before tender opening)

BHEL-PEM account details are as follows:

Bank name : State Bank of India

Account No : 39922687394

IFSC : SBIN0017313

BRANCH : CAG II NEW DELHI

ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer).

iii) Fixed Deposit Receipt (FDR)



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

	<p>iv) Bank Guarantee from any of the Scheduled Banks (refer EMD Annexure of NIT)</p> <p>v) Insurance Surety Bonds.</p> <p>Bidders to note than if original EMD (in form of Banker's cheque/ Pay-order/ Demand draft/FDR/BG/Insurance Surety Bonds) is not received within 5 days from Part I bid opening date, offer submitted will be liable for rejection.</p> <p>Validity period of EMD The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p>EMD shall not carry any interest</p> <p>Forfeiture of EMD</p> <p>I. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>II. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines.</p> <p>Return of EMD</p> <p>I. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, Bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.</p> <p>II. Bid security shall be refunded to the successful bidder after receipt of performance security.</p>
35. Performance Security (PS)	<p>I. Initially 10% of the contract value (total Ex-works price excluding PVC). However, 5% of the contract value (as above) will be released after completion of guarantee period of Main Supply based on certification by Project Group/Purchaser</p> <p>OR</p>



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

11.5% of the contract value (total Ex-works price excluding PVC). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of guarantee period of Main Supply based on certification by Project Group/Purchaser.

Validity of PS: As per clause no-11.3 of GCC BOP Rev-00.

PS Submission: PS should be in favour of BHEL-PSWR.

Modes of deposit

Performance security may be furnished in the following forms:

a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

e) Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Performance Security is to be furnished within 14 days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Remarks for PS

a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.



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

	<p>b) Performance security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>The Performance Security shall not carry any interest.</p>
36. Breach of contract, Remedies and Termination	<p>In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:</p> <p>(i) encashment of security instruments like EMD, Performance Security with executing agency (PS-Regions/PEM as applicable) against the said contract</p> <p>(ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Vendor, retention amount etc. with executing agency (PS-Regions/PEM as applicable)</p> <p>(iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL</p> <p>(iv) if recovery is not possible then legal remedies shall be pursued</p> <p>The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
37. Terms & Conditions:-	<p>The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), General Conditions of Contract (GCC)-BOP Rev 00 which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.</p> <p>Bidders to agree with all the clauses of GCC BOP except clause no-27.0 of GCTC of GCC-BOP (available on www.pem.bhel.com) & SCC of the project.</p>
38. All taxes excluding GST, GST Cess & BOCW Cess but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by bidder and shall not be payable extra.	
39. 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.	<p>Note : 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.</p>



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

40. 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.

41. Bidder to note that this is an Open Tender (Indian) enquiry & RA shall be subject to following **condition:**

- a) Qualifying Technical & Financial Pre-Qualification Requirement (attached).
- 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.pem.bhel.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.

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

43. 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.

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

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

46. Construction Power & Construction water shall be as per Annexure-IV

47. 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.

48. Transit insurance is in the scope of seller.

Insurance Deductibles/Excess:

For Marine Cover: Rs 20,000/ -.

For Storage /Erection and Testing Cover:

a. Normal Excess: 5 % of the claim amount subject to a minimum of Rs. 2.25 Lakh.

b. Testing Excess: 5% of the claim amount subject to minimum of Rs. 6.0 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

Extended Maintenance Cover/ Defect Liability Cover: As applicable for testing period excess.



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

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.

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

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

50. Bidders are requested to refer clause no 26.0 (Make in India) of GCC-BOP.

"For this procurement, the local content to categorize 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 60% local content requirement) shall be considered.

Bidders are required to provide the following along with the part-1 bid:

(i) Provide a certificate (in line with attached draft) from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

(ii) Provide the details of the location(s) at which the local value addition shall be made.

Please submit the extract of AGM Resolution of your company regarding appointment of statutory auditor or cost auditor of current year.

51. Purchase preference to MSE vendor shall be as follows:

No purchase preference would be applicable to MSE bidders over Non-MSE bidders.

52. 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.

53. 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.

54. 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.



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

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

55. 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.

56. **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.
- Integrity pact
- Credentials as per format.
- Documents required for meeting Technical & Financial PQRs
- Un-price bid, annexure-II of GCC-BOP Rev 00 (Cost of Withdrawal of Deviation) and Price bid in e-procurement portal.

57. It shall be the responsibility of the bidder to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered. 'Part-I bids shall be opened at 05:00 PM on due date through e-procurement Portal.

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

Sanjeev Kumar/Dy. Engineer– 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: sanjeev_k@bhel.in
Ph. No. 9958175655

Sumeet Sahay/Manager-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: sumeetsahay@bhel.in
Ph. No. 9999498202

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

Sumeet Sahay
Manager/ BOP/ PEM Noida

Enclosures: - (1) SCC of the Project (2) Financial PQR (3) Technical Specifications (4) Technical PQR (5) Draft format for Make in India certificate (6) Draft Format for land/ border declaration (7) Price Schedule and Cost of withdrawal of deviation(s) as per annexure II of GCC-BOP (8) Annexure-I (Bidder's scope of work for labour & staff colony) (9) Annexure-II (T&P deployment) (10) Annexure-III (TCC for Free Issue Material-Cement) & (TCC for Free Issue Material –Reinforcement Steel) (11) HSE Plan