

# **TENDER SPECIFICATION BHEL PSSR SCT 2253**

**FOR**

**Erection, Testing and Commissioning and Trial Operation including Supply and Application of Final Painting and Handling of materials at site BHEL stores / Client Stores/ Storage Yard, transporting to site of erection of Electrical, C&I works for Flue Gas Desulphurization (FGD) System at 1 x 800 MW North Chennai Thermal Power Plant Stage-III, Chennai**

## **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



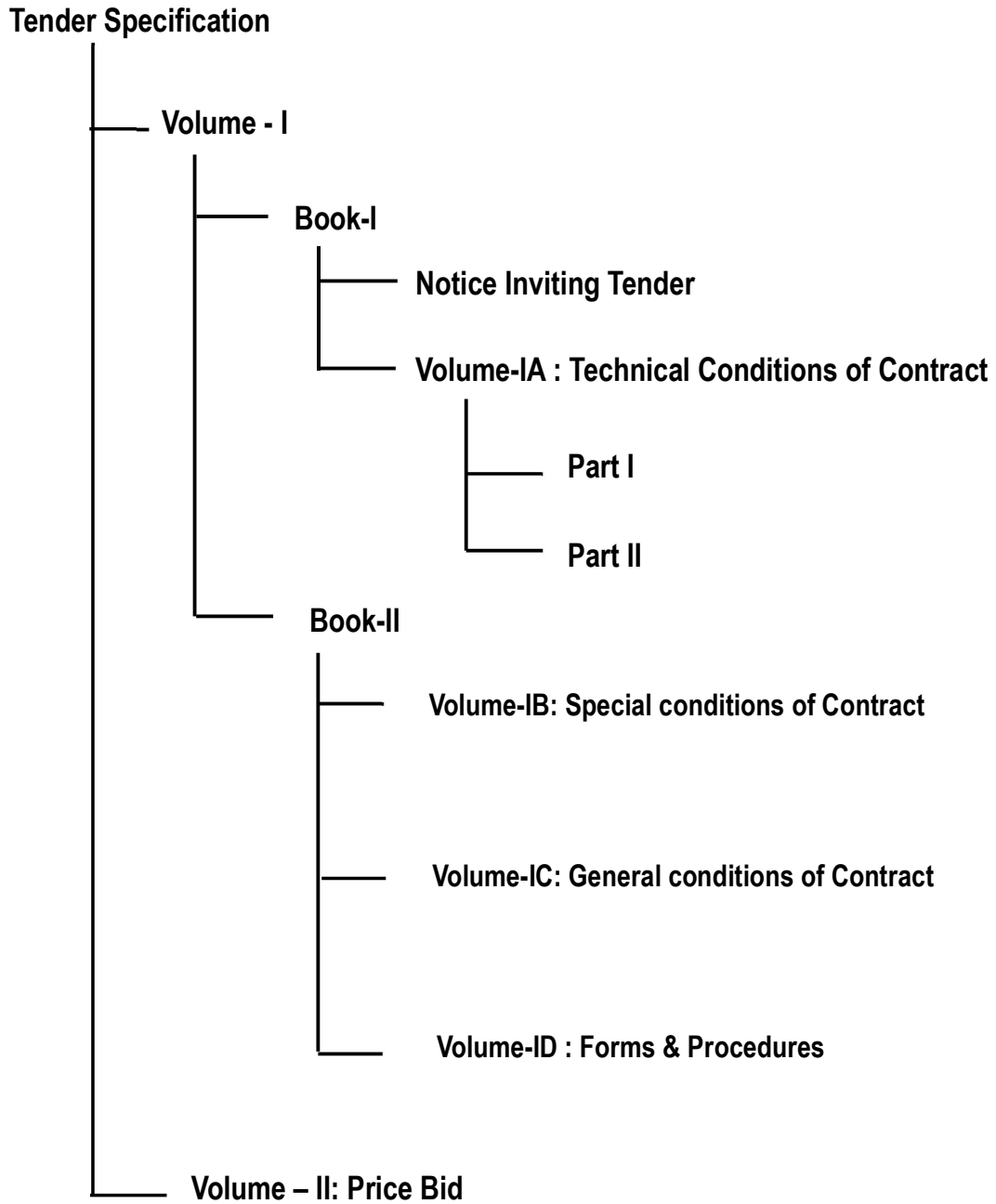
**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Power Sector – Southern Region

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

**TENDER SPECIFICATION CONSISTS OF**





# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



# NOTICE INVITING TENDER

Ref: BHEL: PSSR: SCT: 2253

## NOTICE INVITING TENDER (NIT)

**Note: Bidder may download Tender Documents from web sites**

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: 2253	
ii)	Broad Scope of job	Erection, Testing and Commissioning and Trial Operation including Supply and Application of Final Painting and Handling of materials at site BHEL stores / Client Stores/ Storage Yard, transporting to site of erection of Electrical, C&I works for Flue Gas Desulphurization (FGD) System at 1 x 800 MW North Chennai Thermal Power Plant Stage-III, Chennai.	
iii)	<b>DETAILS OF TENDER DOCUMENT</b>		
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	<b>Tender documents will be available for downloading from BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) or e-procurement portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) as per schedule below:</b> <b>Start: 04.04.2026 Time: 17:00 Hrs</b>	Applicable

## NOTICE INVITING TENDER

		<p><b>Closes: Same as Due date &amp; time of offer submission (Refer SI. No. v below)</b></p> <p><b>Brief information of the tenders shall also be available at central public procurement portal. (<a href="https://eprocure.gov.in/">https://eprocure.gov.in/</a>)</b></p>	
iv a)	Bid / Offer Submission start time	<b>Start Date: 09-04-2026 Time: 10:00 Hrs.</b>	
v)	Due Date & Time of Offer Submission	<p><b>Date: 15-04-2026, Time: 10.00 Hrs.</b></p> <p><b>Place: The bidder should submit their offer online in e-Procurement portal at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> only.</b></p> <p><b>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</b></p> <p><b>Hard copy bids or bids through E-mail / fax shall not be accepted.</b></p>	Applicable
vi)	Opening of Tender	<p><b>Date: 15-04.2026, Time: 17.00 Hrs.</b></p> <p>Notes:</p> <p>1) In case the due date of opening of tender becomes a non-working day, then the due date &amp; time of offer submission and opening of tenders get extended to the next working day.</p> <p>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.</p>	Applicable
vii)	EMD Amount	<p><b>Rs. 2,00,000/- (Rupees Two Lakh Only)</b> (EMD is <b>NOT</b> Exempted for MSMEs)</p>	Applicable
viii)	Cost of Tender	<b>Free</b>	Not Applicable
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 &amp; to others as per contact address given above.</p> <p><b>1. Mr. Roshan Lal, Sr. Engineer/SCT</b> BHEL- PSSR, BHEL Integrated Office Complex, TNEB Road, Pallikaranai, Chennai – 600100 Mobile: +91 9759147900 Email: r_lal@bhel.in</p>	Applicable

## NOTICE INVITING TENDER

		<p><b>2. Mr. Moses Prashanth Kumar</b>, Sr. Manager/ SCT                  BHEL- PSSR, BHEL Integrated Office Complex,                  TNEB Road, Pallikaranai, Chennai – 600100                  Mobile: +91 9676144131                  Email: mprashanth@bhel.in</p>													
x)	Schedule of Pre Bid Discussion (PBD)	<p><b>Date: 08.04.2026 Time 11.00 AM</b>                  At BHEL- PSSR, BHEL Integrated Office Complex,                  TNEB Road, Pallikaranai, Chennai – 600100.</p>	Applicable												
xi)	Integrity Pact & Details of Independent External Monitor (IEM)	<p>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.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl. No</th> <th style="text-align: center;">IEM</th> <th style="text-align: center;">Email</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Dr. Sarat Kumar Acharya, Ex-CMD, NLC</td> <td style="text-align: center;">iem1@bhel.in</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Shri R. Mukundan, IRPS (Retd.)</td> <td style="text-align: center;">iem2@bhel.in</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Shri Madan Lal Meena, IAS (Retd.)</td> <td style="text-align: center;">iem3@bhel.in</td> </tr> </tbody> </table> <p>b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with technocommercial 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> <p>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.</p> <p><b>Note:</b>                  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 provided below:  <b>Details of contact person(s):</b></p>	Sl. No	IEM	Email	1	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in	2	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in	3	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in	Applicable
Sl. No	IEM	Email													
1	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in													
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		Mr. Roshan Lal, Sr. Engineer/SCT BHEL- PSSR Mobile: +91 9759147900 Email: r_lal@bhel.in	Mr. Moses Prashanth Kumar, Sr. Manager/ SCT BHEL- PSSR, Mobile: +91 9676144131 Email: mprashanth@bhel.in	
xii)	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 ( <a href="http://www.bhel.com">http://www.bhel.com</a> → Tender Notifications → View Corrigendums), Central Public Procurement portal ( <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> ) & on e-tender 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. 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 – 29530724,044-29530803
iii). Branch Address:	SBI SME Guindy Branch 004327, No 65-A, G.S.T. ROAD, GUINDY, CHENNAI, TAMILNADU-600032.
iv). Branch Code:	04327
v). MICR Code of the Bank Branch:	600002114
vi). Bank Account Number:	10610819499
vii). Bank Account Type:	Cash Credit Account
viii). IFSC Code of Beneficiary Branch:	SBIN0004327

Tender Specification No.: BHEL: PSSR: SCT: 2253

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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, 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.

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## **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](mailto: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.

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

<b>Sl. No.</b>	<b>Name</b>	<b><u>Website Link</u></b>
1	(n) Code solutions	<a href="https://www.ncodesolutions.com/">https://www.ncodesolutions.com/</a>
2	e-Mudhra	<a href="https://www.e-mudhra.com/">https://www.e-mudhra.com/</a>
3	Safescrypt	<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>

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

Sl. No.	Description	Remarks
	<b>Techno-Commercial Bid CONTAINING THE FOLLOWING: -</b>	
i.	Covering letter / Offer forwarding letter of Tenderer.	Refer "Bidders Manual Kit" available at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> .
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under Sl. No (i) above. <b>Note:</b> 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 <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> .
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 <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> .
iv.	All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc. pertinent to this NIT.	Refer "Bidders Manual Kit" available at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> .
v.	Integrity Pact Agreement (Duly signed by the authorized signatory) (As applicable)	Refer "Bidders Manual Kit" available at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> .

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vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/ NIT	Refer "Bidders Manual Kit" available at <a href="https://eprocarebhel.co.in">https://eprocarebhel.co.in</a> .
vii.	Notice inviting Tender (NIT)	Refer "Bidders Manual Kit" available at <a href="https://eprocarebhel.co.in">https://eprocarebhel.co.in</a> .
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.	Refer "Bidders Manual Kit" available at <a href="https://eprocarebhel.co.in">https://eprocarebhel.co.in</a> .
ix.	Volume – I B: Special Conditions of Contract (SCC)	Refer "Bidders Manual Kit" available at <a href="https://eprocarebhel.co.in">https://eprocarebhel.co.in</a> .
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 <a href="https://eprocarebhel.co.in">https://eprocarebhel.co.in</a> .
xiii.	Any other details preferred by bidder with proper indexing.	Refer "Bidders Manual Kit" available at <a href="https://eprocarebhel.co.in">https://eprocarebhel.co.in</a> .
<b>Caution to Bidders: -</b> 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 <a href="https://eprocarebhel.co.in">https://eprocarebhel.co.in</a> .		
<b>Sl. No</b>	<b>Description</b>	<b>Remarks</b>
	<b>PRICE BID</b> consisting of the following shall be provided as mentioned below	
I	<b>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 -&gt; Tender covers -&gt; Finance '(Cover Type Description – Price Bid).</b>  <b>Bidders to note that total amount quoted by the bidder in this format shall be considered for evaluation of offer.</b>	Refer "Bidders Manual Kit" available at <a href="https://eprocarebhel.co.in">https://eprocarebhel.co.in</a> .

## **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.

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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 **Assessment of Capacity of Bidders**

Bidder's capacity for executing the job under tender shall be assessed based on its 'LOAD and PERFORMANCE' and 'AVERAGE ANNUAL TURNOVER', as per the following:

I. **LOAD:** Load takes into consideration ALL the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3rd Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -

(Note: For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

Where 'P' is the sum of all unit wise identified packages (refer table-1) under execution with BHEL Regions as on the cut off month defined above, including packages yet to be commenced, excepting packages which are on Long Hold.

II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all Power Sector Regions of BHEL) SIMILAR to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 3rd Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

(Note: For example, if 'latest date of bid submission' is in Jan 2017, then the 'performance' shall be assessed for a 6 months' period up to and inclusive of Oct 2016 (i.e. from May 2016 to Oct 2016), for all the unit wise identified packages (refer Table I))

i). Calculation of Overall 'Performance Rating' for 'Similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

a)  $P_1, P_2, P_3, P_4, P_5, \dots, P_N$  etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) SIMILAR to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions =  $P_T$  (i.e.  $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$ )

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- b) Number of Months 'T<sub>1</sub>' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P<sub>1</sub>. Similarly T<sub>2</sub> for package P<sub>2</sub>, T<sub>3</sub> for package P<sub>3</sub>, etc. for the tendered scope. Now calculate cumulative total months 'T<sub>T</sub>' for total similar Packages 'P<sub>T</sub>' for all Regions (i.e. T<sub>T</sub> = T<sub>1</sub> + T<sub>2</sub> + T<sub>3</sub> + T<sub>4</sub> + ..T<sub>N</sub>)
- c) Sum 'S<sub>1</sub>' of 'Monthly Performance Evaluation' Scores (S<sub>1-1</sub>, S<sub>1-2</sub>, S<sub>1-3</sub>, S<sub>1-4</sub>, S<sub>1-5</sub>.... S<sub>1-T1</sub>) for similar package P<sub>1</sub>, for the 'period of assessment' 'T<sub>1</sub>' (i.e. S<sub>1</sub> = S<sub>1-1</sub>+ S<sub>1-2</sub>+ S<sub>1-3</sub>+ S<sub>1-4</sub>+ S<sub>1-5</sub>+...S<sub>1-T1</sub>). Similarly, S<sub>2</sub> for package P<sub>2</sub> for period T<sub>2</sub>, S<sub>3</sub> for package P<sub>3</sub> for period T<sub>3</sub> etc. for the tendered scope for all Regions. Now calculate cumulative sum 'S<sub>T</sub>' of 'Monthly Performance Evaluation' Scores for total similar Packages 'P<sub>T</sub>' for all Regions (i.e. 'S<sub>T</sub>'= S<sub>1</sub>+ S<sub>2</sub>+ S<sub>3</sub>+ S<sub>4</sub>+ S<sub>5</sub>+.... S<sub>N</sub>.)
- d) Overall Performance Rating 'R<sub>BHEL</sub>' for the Similar Package/Packages (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL
- $$= \frac{\text{Aggregate of Performance scores for all similar packages in all the regions}}{\text{Aggregate of months for each of the similar packages for which performance should have been evaluated in all the Regions}}$$
- $$= \frac{S_T}{T_T}$$
- e) Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.
- f) Table showing methodology for calculating 'a', 'b' and 'c' above

Sl. No.	Item Description	Details for all Regions							Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P <sub>1</sub>	P <sub>2</sub>	P <sub>3</sub>	P <sub>4</sub>	P <sub>5</sub>	...	P <sub>N</sub>	Total No. of similar packages for all Regions = P <sub>T</sub> i.e. Sum (Σ) of columns (iii) to (ix)

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Sl. No.	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages (as in row 1)	$T_1$	$T_2$	$T_3$	$T_4$	$T_5$	...	$T_N$	Sum ( $\Sigma$ ) of columns (iii) to (ix)  = $T_T$
3	Monthly performance scores for the corresponding period (as in Row 2)	$S_{1-1},$ $S_{1-2},$ $S_{1-3},$ $S_{1-4},$ ... $S_{1-T1}$	$S_{2-1},$ $S_{2-2},$ $S_{2-3},$ $S_{2-4},$ ... $S_{2-T2}$	$S_{3-1},$ $S_{3-2},$ $S_{3-3},$ $S_{3-4},$ ... $S_{3-T3}$	$S_{4-1},$ $S_{4-2},$ $S_{4-3},$ $S_{4-4},$ ... $S_{4-T4}$	$S_{5-1},$ $S_{5-2},$ $S_{5-3},$ $S_{5-4},$ ... $S_{5-T5}$	.. ... ... ... ... ...	$S_{N-1},$ $S_{N-2},$ $S_{N-3},$ $S_{N-4},$ ... $S_{N-TN}$	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	$S_1$	$S_2$	$S_3$	$S_4$	$S_5$	...	$S_N$	Sum ( $\Sigma$ ) of columns (iii) to (ix) = $S_T$

- ii). Calculation of Overall 'Performance Rating' (RBHEL) in case at least 6 evaluation scores for 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. 'RBHEL' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- a) 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
- b) 12 months preceding and including the cut-off month
- c) 24 months preceding and including the cut-off month

In case, RBHEL cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'.

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- iii). Factor “L” assigned based on Overall Performance Rating (RBHEL) at Power Sector Regions:

Sl. no.	Overall Performance Rating (R <sub>BHEL</sub> )	Corresponding Value of ‘L’
1	=60	NA
2	> 60 and ≤ 65	0.5
3	> 65 and ≤ 70	0.45
4	> 70 and ≤ 75	0.4
5	> 75 and ≤ 80	0.375
6	> 80 and < 90	0.35
7	≥90	0.33

- iv). Performance Systems: The performance rating as mentioned in II (i) and (ii) above, shall be calculated as per Online Systems i.e. Contractor Performance Evaluation System (CPES) and Safety Performance Evaluation System (HSEPES). The scores assigned in HSEPES shall be scaled down to 10 and assigned in CPES against the category “HSE” (mentioned in Form F-15).

- III. i) ‘Assessment of Capacity based on ‘LOAD and PERFORMANCE’:

- a) ‘Assessment of Capacity of Bidder’ is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages  $P_{Max} = (R_{BHEL} - 60)$  divided by corresponding value of ‘L’, i.e.  $(R_{BHEL} - 60)/L$

**Note:**

- i). In case the value of  $P_{Max}$  results in a fraction, the value of  $P_{Max}$  is to be rounded off to next whole number  
ii). For  $R_{BHEL} = 60$ ,  $P_{Max} = ‘1’$

The Bidder shall be considered ‘Qualified’ on ‘Performance basis’ as per ‘Assessment of Capacity of Bidder’ for the subject Tender if  $P \leq P_{Max}$   
(Where P is calculated as per clause ‘i’ above)

- b) In addition to above, the contractor shall be considered disqualified for ongoing tender(s) of BHEL, in case contractor fails to obtain an overall average score of 6 or more than 6 (six) (in the scaled down scores of HSEPES) out of 10, in a period of ‘6 months preceding and including the cut-off month’. The period of ‘6 months preceding and including the cut-off month’ can be extended to 12 months and further to 24 months, to account for ‘performance scores’ for at least 6 ‘package months’. Bidders who did not qualify this condition shall not be considered under the provisions of clause 9 IV (iv) of NIT.

- ii) Assessment of Capacity based on ‘AVERAGE ANNUAL TURNOVER’:

If the ‘value of contracts in hand’ across all PS Regions by a contractor is less than the product of “annual average turnover of the Contractor and multiplying factor”, then such bidder shall be considered qualified on ‘Annual Average Turnover basis’. The ‘value of contracts in hand’

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will be computed by summing up “50% of the annualized awarded value of each contract” unless performance evaluation is not closed in the online CPES.

Based on the performance rating of the Contractor, the above mentioned multiplying factor shall be as below:

Sl. No.	Overall Performance Rating (R <sub>BHEL</sub> )	(Multiplying factor to Average Annual Turnover)
1	≥ 60 and ≤ 65	1
2	> 65 and ≤ 70	1.5
3	> 70 and ≤ 75	2
4	> 75 and ≤ 80	2.5
5	> 80	3

### ‘Assessment of Capacity of Bidder’:

The bidder will be considered qualified for the tender if it qualifies on ‘Load and Performance basis’ as well as on ‘Average Annual Turnover basis’.

However, ‘New Vendor’/ ‘Consortium Partner’ shall be considered qualified based on only ‘Load and Performance’ (they will be regarded pre-qualified on ‘Average Annual Turnover’ criteria).

#### IV. Explanatory note:

- i). Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or C&I etc. at the individual level irrespective of rating of Plant and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, C&I, Civil, Structure etc. is considered individual level of package. For example, in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e. the ‘identified packages as per Table-1 below), the ‘PERFORMANCE’ part against sl.no. II above, needs to be evaluated considering all the identified packages (i.e. Boiler, ESP and Power Cycle Piping) and finally the Bidder’s capacity to execute the tendered scope is assessed in line with III above.
- ii). Identified Packages (Unit wise)

Table-1

Civil	Electrical and C&I	Mechanical
i). Enabling works	i). Electrical	i). Boiler & Aux (All types including CW Piping if applicable)
ii). Pile and Pile Caps	ii). C&I	ii). Power Cycle Piping/Critical Piping
iii). Civil Works including foundations	iii). Others (Elect. and C&I)	iii). ESP
iv). Structural Steel Fabrication & Erection	iv). Electrical Enabling Works	iv). LP Piping
		v). Steam Turbine Generator set & Aux
		vi). Gas Turbine Generator set & Aux
		vii). Hydro Turbine Generator set & Aux

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v). Chimney vi). Cooling Tower vii). Others (Civil)		iii). Turbo Blower (including Steam Turbine) ix). Material Management x). FGD xi). ACC xii). Others (Mechanical)
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iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered “NEW VENDOR”.

A ‘NEW VENDOR’ shall be considered qualified subject to satisfying all other tender conditions.

A ‘NEW VENDOR’ if awarded a job (of package/packages identified under this clause) shall be tagged as “FIRST TIMER” on the date of first LOI from BHEL.

The “FIRST TIMER” tag shall remain till completion of all the contracts against which vendor has been tagged as First Timer or availability of 6 evaluation scores within last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as “FIRST TIMER” excepting for the Tenders which have been opened on or before the date of the bidder being tagged as ‘FIRST TIMER’.

After removal of ‘FIRST TIMER’ tag, the Bidder shall be considered ‘QUALIFIED’ for the future tenders subject to satisfying all other tender conditions including ‘Assessment of Capacity of Bidders’.

iv). Consequent upon applying the criteria of ‘Assessment of Capacity of Bidders’ detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than four, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are “not qualified” as per criteria of ‘Assessment of Capacity of Bidders’ and for this, procedure described in following three options shall be followed:

- a) All the bidders having Overall Performance Rating (‘RBHEL’)  $\geq 60$  shall be considered qualified against criteria of ‘Assessment of Capacity of Bidders’.
- b) If even after using option “a”, the number of qualified bidders remains less than four, then in addition to bidders considered as per option “a”, “First timer” bidders having average of available performance scores  $\geq 60$  upto and including the Cut Off month shall also be considered qualified against criteria of ‘Assessment of Capacity of Bidders’.
- c) If even after using option “a” and “b”, the number of qualified bidders remains less than four, then in addition to bidders considered as per option “a” and “b”, “First timer” bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of ‘Assessment of Capacity of Bidders’.

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- d) If even after using option “a”, “b” and “c” the number of qualified bidders remains less than four, remaining bidders shall be “listed” as per their descending order of Overall Performance Rating (‘RBHEL’) or average of available performance scores for “First timer” bidders upto and including the Cut Off month.

Bidders as per option “a”, “b”, “c” and additional top bidders as “listed” above shall be considered qualified against criteria of ‘Assessment of Capacity of Bidders’ to make the total numbers of qualified bidders as four.

In case, from the “listed” bidders, more than 1 “listed” bidder are having the same average performance score, then all such bidders shall be considered.

Example-

If 3 bidders are considered from “a”, “b” and “c”.

From remaining “listed” bidders, 3 top bidders have same average performance scores. Then all 3 “listed” bidders shall be considered.

Note:- In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than four, then all bidders shall be considered qualified against criteria of ‘Assessment of Capacity of Bidders’ for further processing of tender.

- v). ‘Under execution’ shall mean works in progress as per the following:
- Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
  - Up to Steam Blowing in case of Boiler/ESP/Piping Packages
  - Up to Synchronization in all Balance Packages

Note: BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (a), (b) and (c) above, depending upon the balance scope of work to be completed.

- vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
- vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 27th of Evaluation Month or 5 days after approval of score, whichever is later. However, acceptance/rejection of ‘Review Request’ solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
- viii). Project on Hold due to reasons not attributable to bidder -
- Short hold: Evaluation shall not be applicable for this period, however, Loading will be considered.

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- b. Long hold: Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.
- Performance evaluation as specified above in this clause is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work
- 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 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 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, 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), if applicable for the subject tender is as given at point (1) above.
- 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

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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):** BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction – 2024 available elsewhere in this tender) 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) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the 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).

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- 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 (i) the Technical 'Pre-Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0.
- 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).

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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 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. 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:
- 28.1.1 **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 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.

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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 **Micro and Small Enterprises (MSEs) - Not Applicable**

(MSME benefits not applicable for this works contract)

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 **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.

## 31.1 **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
  - 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

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- 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.
- 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.
- 32.0 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.

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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.

## 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/ 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:

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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**

### **Treatment of cases regarding conflict of interest:**

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- I. If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- II. The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- III. Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) .from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- IV. A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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

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**found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.**

## **35.0 Suvidha Portal:**

For goods / works / services on Indian Suppliers / Contractors: Irrespective of the value of the invoice amount, the supplier/ contractor should necessarily upload the invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to despatch/ raising invoice. All documents as per contract checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs in case the requirement for digitally signed invoice is not explicitly mentioned in the contract checklist. The Invoice will not be accepted in absence of the above.

## **36.0 Grievance Redressal Mechanism**

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

1. **First Level:** Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.
2. **Second Level:** If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.”

## **37.0 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.

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For and on behalf of BHARAT HEAVY ELECTRICALS LTD

General Manager / SCT & Purchase

**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) Annexure-12: Declaration for status of MSMEs
- (xiv) Other Tender documents as per this NIT.

# NOTICE INVITING TENDER

## ANNEXURE - 1

### PRE-QUALIFYING CRITERIA

<b>JOB</b>	<b>Erection, Testing and Commissioning and Trial Operation including Supply and Application of Final Painting and Handling of materials at site BHEL stores / Client Stores/ Storage Yard, transporting to site of erection of Electrical, C&amp;I works for Flue Gas Desulphurization (FGD) System at 1 x 800 MW North Chennai Thermal Power Plant Stage-III, Chennai.</b>
<b>Tender No.</b>	<b>BHEL PSSR SCT 2253</b>

<b>Sl. No.</b>	<b>PRE-QUALIFICATION CRITERIA</b>	<b>Bidders claim in respect of fulfilling the PQR Criteria</b>	
		<b>Name and Description of qualifying criteria</b>	<b>Page no of supporting document. Bidder must fill up this column as per applicability</b>
<b>A</b>	<b>Submission of Integrity Pact duly signed (if applicable)</b> <b>(Note: To be submitted by Prime Bidder &amp; Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)</b>	Applicable	
<b>B</b>	<b><u>Technical</u></b> <b>Refer Annexure 1A</b>	Applicable	
<b>C: C-1</b>	<b>FINANCIAL</b> <b>Turnover</b> Bidders must have achieved an average annual financial turnover (Audited) of <b>Rs. 1,01,00,000/- (One Crore One Lakh only)</b> or more over in the last three Financial years (FYs), i.e., FY 2022-23, 2023-2024 & 2024-2025.	Applicable	
<b>C-2</b>	<b>Net Worth</b> (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	

# NOTICE INVITING TENDER

C-3	<p><b>Profit</b></p> <p>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. 2020-21, 2021-22, 2022-23, 2023-2024 &amp; 2024-2025). Bidders to submit audited Balance Sheet and Profit &amp; Loss Statement for the year as supporting documents.</p> <p>Note: PROFIT shall be PBT earned during any one year of last five financial years.</p>	Applicable	
C-4	<p>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 ).</p>	Applicable	
D	<p>Assessment of Capacity of Bidder to execute the work as per Sl. No 9 of NIT</p>	Applicable	
E	<p><b>Approval of Customer</b></p> <p><b>Note:</b> Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.</p>	Not Applicable	By BHEL
F	<p><b>Price Bid Opening</b></p> <p><b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E</p>	Applicable	By BHEL
G	<p><b>Consortium criteria</b></p>	Applicable	
<p><b><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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 submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.</li> <li>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.</li> <li>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)</li> </ol>			

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5. C-3:- PROFIT shall be PBT earned during any one year of last five financial years.
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)".
7. 'EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.
8. Consortium is 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.
9. The evaluation currency for this tender shall be INR.
10. 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>.
11. 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:
  - 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 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

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**ANNEXURE-1A**

## **A. PRE-QUALIFICATION REQUIREMENT – Technical**

### **PQR-Technical**

#### **B1. Technical Qualification Criteria:**

Bidder should have 'executed' similar work for any one of the following in last 7(seven) years, from the latest date of bid submission.

**B.1.1** One (1) work of value not less than **Rupees 271 Lakh.** (Excluding Taxes)

(OR)

**B.1.2** Two (2) works each of value not less than **Rupees 169 Lakh.** (Excluding Taxes)

(OR)

**B.1.3** Three (3) works each of value not less than **Rupees 135 Lakh.** (Excluding Taxes)

#### **Note for B.1.1 to B.1.3**

- **In above, Similar Works' shall be Electrical or C&I or Electrical and C&I works.**
- The term 'Executed' in the above PQR means the bidder should have achieved the criteria specified in PQR even if the contract has not been completed or closed.
- Completion date for achievement of the technical criteria specified in the PQR above should be in the last 7 years ending on the 'latest date of bid submission' of Tender irrespective of 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 latest date of bid submission is 20.03.2021).
- Bidder shall furnish the PO/ WO copy/copies of executed/on-going contracts along with certificate/s for the value of work/s executed.
- 'Value of work executed in 'B.1' is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

$$P = R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0}$$

Where,

P = Updated value of work

R = Value of executed work

$X_N$  = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

$X_0$  = All India Avg. Consumer Price index for industrial workers for last month of work execution

$Y_N$  = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-

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17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

$Y_0$  = Monthly Whole Sale Price Index for All Commodities for last month of work execution

- The evaluation currency for this tender shall be INR.

**AND**

## B.2 Technical Criteria

### B.2.1 Bidder should have executed Electrical works consisting of (as applicable):

For "HT & LT"

- Power Transformers of at least **3.78 MVA** rating
- HT Bus ducts
- HT Switchgears

**AND**

### B.2.2 Bidder should have executed any one of the following:

B 2.2.1 Executed "C&I works for BTG/GT" 'OR' "C&I works consisting of DCS/DDC/Station C&I" in one unit of  $\geq$  **67.5 MW**.

**OR**

B 2.2.2 Execution of one contract of C&I works consisting of DCS/DDC/Station C&I in any Industry with its executed value  $\geq$  **Rs. 96 Lakh** (Excl. of Taxes)

### EXPLANATORY NOTES FOR BOTH B2 TECHNICAL CRITERIA:

1. The word 'EXECUTED' means achievement of milestones as defined below.
  - a. "ACHIEVEMENT OF PHYSICAL QUANTITIES" as per PQRs.
  - b. "CHARGING" in respect of Power Transformers/ Bus Ducts/ "HT/LT Switchgears"/"HT/LT Cabling".
  - c. For C&I works: "SYNCHRONISATION" in case of power project / "WORK EXECUTION of the value as defined in PQR" in case of industry.

**Note:** Bidder should satisfy PQR B.1, B.2.1 and B.2.2 as a standalone bidder

In case a bidder does not satisfy PQR B.2.2 above, then the bidder can form consortium with one party who satisfies the PQR B.2.2 above. This will be termed as "Consortium Bidding". In case of **consortium bidding**, all conditions shall be as per SI.No.5 under common Explanatory Notes given below.

### COMMON EXPLANATORY NOTES & GUIDELINES FOR CONSORTIUM:

#### a. Common Explanatory Notes:

1. 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:
  - a. The parent company shall have a controlling stake of  $\geq 50\%$  in the subsidiary company (as per Format-1).

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- 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).
  - d. In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only.
  - e. Parent Company/Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder'.
2. Completion date for achievement of the technical criteria specified in the PQR should be in the last 7 years ending on the 'latest date of bid submission' of tender irrespective of 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 latest date of bid submission is 20.03.2021)*
3. "Executed" means the bidder should have achieved the technical criterial specified in the PQR even if the Contract has not been completed or closed.
4. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works, (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.
5. Consortium is permitted for this tender. Following shall be complied in case of consortium:
- a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement and certify to BHEL regarding existence and validity of their consortium agreement in line with validity period mentioned in NIT.
  - b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).
  - c. Number of partners including prime Bidder shall be NOT more than 3 (three).
  - d. Prime Bidder alone shall necessarily comply with "B1Technical Criteria".
  - e. Prime Bidder and Consortium Partner shall together comply with the 'Pre-Qualification Requirements' specified for the respective category of technical requirement as per "B2 technical criteria".
  - f. Prime Bidder shall comply with all other Pre-Qualifying criteria for the Tender unless otherwise specified.
  - g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.
  - h. Prime Bidder shall be the Bidder who has a major share of work.
  - i. Prime Bidder shall be responsible for the overall execution of the Contract.

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- j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.
- k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.
- l. 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
- m. 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.
- n. 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.

## **b. Guidelines for Consortium:**

**Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:**

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.
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.
3. Number of partners for a Consortium Bidding (or Technical Tie up) including Prime Bidder shall be NOT more than 3 (three).
4. Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work.
5. In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre-Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in NIT
6. Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'.

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7. Prime Bidder shall comply with all other Pre-Qualifying criteria for the Tender unless otherwise specified
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.
9. Prime Bidder shall be responsible for the overall execution of the contract.
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.
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.
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.
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.
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.
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.

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Format-1

## Certificate for relationship between Parent Company / Subsidiary Company and the bidder

To,  
.....  
.....

Dear Sir,

**Sub:** Bid for NIT No..... dated.....for"....." (name of the tender)

We hereby certify that M/s .....is parent Company/Subsidiary Company of M/s .....(the bidder) and details of equity holding of the Parent Company in Subsidiary Company as on .....(not earlier than seven days prior to the Bid Submission Date) are given as below:

Name of Parent Company	Name of Subsidiary Company	Percentage of Equity Holding of Parent Company in Subsidiary Company

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder)

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Format-2

## **Undertaking from the Parent Company / Subsidiary Company of the bidder** *(On the Letter Head of Parent Company/ Subsidiary Company, as applicable)*

From,  
Name:  
Full Address:

Telephone No.:  
E-mail address:  
Fax/No.

To,  
.....  
.....

Dear Sir,

We refer to the NIT No.....dated.....for”.....”(name of the Tender).

“We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause...of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/Tender.

We confirm that M/s.....(the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause.....of the PQR of the NIT/Tender referred above.

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for fulfillment of all obligations in terms of provisions of the contract, in the event of .....(the Bidder) being selected as the Successful Bidder.

We confirm that we along with M/s.....(the bidder), are jointly or severally responsible for successful performance of the contract.

We confirm that our company shall not participate in the above tender as a ‘Standalone Bidder’ and also shall not authorize any other bidder to use our Technical capability for the above tender.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

**Signature of Managing Director/Authorized signatory of Parent / Subsidiary Company**

# NOTICE INVITING TENDER

**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 (Rs. 2,00,000/-)		
5	Validity of Offer	To be valid for six months from due date	
		<b>Applicability (By BHEL)</b>	<b>Bidder's reply</b>
6	Whether the format for compliance with <b>PRE-QUALIFICATION CRITERIA (ANNEXURE-1)</b> is understood and filled with proper supporting documents referenced in the specified format	Applicable	Yes / No
7	Submission of Audited Balance sheet and profit and Loss Account for the last three years	Applicable	Yes / No
8	Submission of Copy of PAN Card	Applicable	Yes / No
9	Whether all pages of the Tender documents including annexures, appendices etc., are read understood and signed	Applicable	Yes / No
10	Whether all pages of the offer documents are signed by the person authorized to sign this offer	Applicable	Yes / No
11	Submission of Integrity Pact (as per Annexure-7 to NIT)	Applicable	Yes/No
12	Submission of Offer Forwarding Letter	Applicable	Yes / No
13	Submission of Declaration by Authorized Signatory	Applicable	Yes / No
14	Submission of No Deviation Certificate	Applicable	Yes / No
15	Submission of Declaration confirming knowledge about Site Conditions	Applicable	Yes / No

# NOTICE INVITING TENDER

16	Submission of Declaration for relation in BHEL	Applicable	Yes / No
17	Submission of Non-Disclosure Certificate	Applicable	Yes / No
18	Submission of Bank Account Details for E-Payment	Applicable	Yes / No
19	Submission of Capacity Evaluation of Bidder for current Tender	Applicable	Yes / No
20	Submission of Tie Ups / Consortium Agreement as per format	Applicable	Yes / No
21	Submission of Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable	Yes / No
22	Submission of Analysis of Unit rates	Applicable	Yes / No
23	Submission of unquoted Price Bid (Volume-II Price Bid) without disclosing rates / price	Applicable	Yes / No
24	Submission of Copy of Organization Chart	Applicable	Yes / No
25	Submission of Copy of Registration/ Incorporation certificate, Partnership Deed (Certified by Notary Public) as applicable for firm	Applicable	Yes / No
26	Submission of Undertaking as per clause C4 of Annexure-1 to NIT i.e. PQR (as per Annexure-8 to NIT)	Applicable	Yes / No
27	Submission of Declaration regarding Details of related firms and their area of activities (as per Annexure-9 to NIT)	Applicable	Yes / No
28	Submission of Declaration regarding One Bid per Bidder (as per Clause No 34 A of NIT, Annexure-9A)	Applicable	Yes / No
29	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
30	Submission of Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017 (as per Annexure-11 to NIT)	Applicable	Yes / No
31	Submission of Declaration for status of MSMEs (as per Annexure-12 to NIT)	Applicable	Yes / No

NOTE:

1. STRIKE OFF 'YES' OR 'NO', AS APPLICABLE.
2. For Sl. No. 12 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

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**Annexure-3**

**Void**

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Tender Specification No.: BHEL: PSSR: SCT: 2253

# NOTICE INVITING TENDER

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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

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**Annexure – 5**

**Tender No: BHEL PSSR SCT 2253**

**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	

# NOTICE INVITING TENDER

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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

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**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 2253 - Erection, Testing and Commissioning and Trial Operation including Supply and Application of Final Painting and Handling of materials at site BHEL stores / Client Stores/ Storage Yard, transporting to site of erection of Electrical, C&I works for Flue Gas Desulphurization (FGD) System at 1 x 800 MW North Chennai Thermal Power Plant Stage-III, Chennai.** (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 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)**

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Tender Specification No.: BHEL: PSSR: SCT: 2253

# NOTICE INVITING TENDER

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- 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 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

# NOTICE INVITING TENDER

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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.

## **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.

# NOTICE INVITING TENDER

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- 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.
- 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 IEMs.
- 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

# NOTICE INVITING TENDER

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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.
- 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.

-----  
For & On behalf of the Principal  
(Office Seal)

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

Place Chennai  
Date \_\_\_\_\_

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

# NOTICE INVITING TENDER

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**Annexure – 8**

## **UNDERTAKING**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,  
Bharat Heavy Electricals Limited  
Power Sector Southern Region  
BHEL Integrated Office Building  
TNEB Road, Pallikaranai,  
Chennai 600 100, Tamil Nadu

Dear Sir/Madam,

### **Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref:** NIT/Tender Specification No: BHEL PSSR SCT 2253

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:

---

Tender Specification No.: BHEL: PSSR: SCT: 2253

# NOTICE INVITING TENDER

ANNEXURE – 9

## DECLARATION

Date: \_\_\_\_\_

To:  
Bharat Heavy Electricals Limited  
Power Sector Southern Region  
BHEL Integrated Office Building  
TNEB Road, Pallikaranai,  
Chennai 600 100, Tamil Nadu

### 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

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**ANNEXURE – 9A**

## DECLARATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,  
Bharat Heavy Electricals Limited  
Power Sector Southern Region  
BHEL Integrated Office Building  
TNEB Road, Pallikaranai,  
Chennai 600 100, Tamil Nadu

Dear Sir/Madam,

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

Ref: NIT/Tender Specification No: BHEL PSSR SCT 2253

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 format
- 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:

---

Tender Specification No.: BHEL: PSSR: SCT: 2253

# NOTICE INVITING TENDER

**ANNEXURE 10**

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

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

To,  
Bharat Heavy Electricals Limited  
Power Sector Southern Region  
BHEL Integrated Office Building  
TNEB Road, Pallikaranai,  
Chennai 600 100, Tamil Nadu

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent Order(s)

**Ref :** 1) NIT/Tender Specification No: BHEL PSSR SCT 2253,  
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.

**Tender Specification No.: BHEL: PSSR: SCT: 2253**

# NOTICE INVITING TENDER

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**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,  
Bharat Heavy Electricals Limited  
Power Sector Southern Region  
BHEL Integrated Office Building  
TNEB Road, Pallikaranai,  
Chennai 600 100, Tamil Nadu

Dear Sir,

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

**Ref :** 1) NIT/Tender Specification No: BHEL PSSR SCT 2253,  
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.

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Tender Specification No.: BHEL: PSSR: SCT: 2253

# NOTICE INVITING TENDER

**Annexure – 12**

## DECLARATION

(To be typed and submitted in the Letter Head of the Company/ Firm of Bidder)

To

Bharat Heavy Electricals Limited  
Power Sector Southern Region  
BHEL Integrated Office Building  
TNEB Road, Pallikaranai,  
Chennai 600 100, Tamil Nadu

Dear Sir / Ma'am,

### Sub: Declaration for status of MSMEs

Ref:

- 1) Bid Specification No:
- 2) Tender No: BHEL PSSR SCT 2253

I/ We, \_\_\_\_\_ hereby Submitted documentary evidence/ Govt. Certificate etc. in support of the MSMEs Status with following details:

MSME Certificate No	Type under MSME	Women Owned	SC/ST Owned	OBC Owned	General Owned	Remarks
	Micro					
	Small					
	Medium					

**Note:** If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSME category.

**Yours faithfully**

**Sign. of the AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)**

**Date:**

**Place:**

**Tender Specification No.: BHEL: PSSR: SCT: 2253**