

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-05-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-05-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	Da Bhel
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	DG EOT CRANE UP TO 100T FOR 2X700MWe NPCIL KAIGA 5&6
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	600000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	32

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Construction Manager BHEL Kaiga Site
BHEL PSSR
(Bhel Pssr)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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Details of the Competent Authority for MSE

Name of Competent Authority	BL Bedi
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Designation of Competent Authority	AGM
Office / Department / Division of Competent Authority	BOP
CA Approval Number	MOP
Competent Authority Approval Date	16-05-2024
Brief Description of the Approval Granted by Competent Authority	Since the package is non divisible in nature hence MSE purchase preference is not being given to MSE supplier. This has approval of competent authority.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

Reserved for Make In India products

Reserved for Make In India products	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Price format for submission of price break up. - [1716180821.xlsx](#)

DG EOT CRANE UP TO 100T FOR 2X700MWe NPCIL KAIGA 5&6 (1 set)

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

Whether Price variation applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price variation clause document
Yes	Refer attached annexure for PVC	6467a6fc24effc4c881a97aa55a62f47.pdf

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

DrawingDocument1	View
DrawingDocument2	View
DrawingDocument3	View

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Shivaputrappa Gadad	581400,BHEL Site Office, 2x700 MWe Kaiga Atomic Power Project-5&6 Kaiga Site, via-Karwar, Dist- Uttar Kannada, Karnataka-581400	1	999

Buyer Consignee Mapping

S.No./क्र.सं.	Ministry	Organization	Department	Designation	Buyer Name	Consignee Name
1	Ministry of Heavy Industries and Public Enterprises	Bharat Heavy Electricals Limited (BHEL)	Department of Heavy Industry	CONSIGNEE5	A	Shivaputrappa Gadad

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any

responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file](#).

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद

पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



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PROJECT ENGINEERING MANAGEMENT, NOIDA

Bidders to note the following Additional Terms and Conditions for subject tender-

1. Tender Type	Open Tender (Domestic-Indian)	
2. Package	D/G EOT CRANE UP TO 100T	
3. Project	2X700MWE NPCIL KAIGA-5&6 TG ISLAND PKG	
4. End Customer	Nuclear Power Corporation of india Ltd. (NPCIL)	
5. Executing Agency	BHEL-PSSR	
6. Nature of Package (Divisible/Non-Divisible)	Non-Divisible	
7. Technical Scope	As per Technical specification No: PE-TS-488-501-A401 Rev 00	
8. Schedule of Pre-Bid Discussion	Based on Bidder's request, Pre-Bid meeting shall be arranged.	
9. PVC	APPLICABLE Please refer PVC Annexure enclosed in GeM bid	
10. CIF APPLICABLE	NO	
11. QUANTITY VARIATION	AS PER GCC BOP (+/-10%)	
12. REVERSE AUCTION	YES – BID TO RA H1 ELIMINATION	
13. CUSTOMER APPROVAL REQUIRED	YES	
14. Eligibility of Local Supplier as per Make in India Guideline	Only Class I Supplier (with local content 60% and above)	
15. HSE Guideline	Applicable	
16. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
17. Delivery terms for Supply portion	FOR Despatch Station	
18. Bid Security/ Earnest Money Deposit (EMD)	<p>EMD is applicable. EMD amount shall be Rs. 6 Lakhs.</p> <p>EMD is to be submitted by the all bidders along with their bids (exemption from EMD shall be as GeM GTC)</p> <p>Modes of deposit</p> <p>The EMD may be accepted only in the following forms:</p> <p>i) Electronic Fund Transfer credited in BHEL account (before tender opening)</p> <p>BHEL-PEM account details are as follows:</p> <p>Bank name, State Bank of India Account No: 39922687394 IFSC: SBIN0017313 BRANCH-CAG II NEW DELHI</p> <p>ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL-PEM, Noida (along with the offer).</p> <p>iii) Fixed Deposit Receipt (FDR)</p>	



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



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

Validity of PS

Initial validity of performance security shall be 32 months from LOA date (Considering delivery period of 12 months (Supply & E&C) + 18 months guarantee period + 2 months claim period is already mentioned in GTC cl no. 7.ii GeM 3.0). Further, extension if any shall be as per GeM Terms.

Further, extension if any shall be as per GeM Terms

Modes of deposit

Performance security may be furnished in the following forms:

- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- Insurance Surety Bond.

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

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

Remarks for PS



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	<p>a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>b) Performance security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>The Performance Security shall not carry any interest.</p>
20. Breach of contract, Remedies and Termination	<p>In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:</p> <p>(i) encashment of security instruments like EMD, Performance Security with executing agency (PS-Regions/PEM as applicable) against the said contract</p> <p>(ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Vendor, retention amount etc. with executing agency (PS-Regions/PEM as applicable)</p> <p>(iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL</p> <p>(iv) if recovery is not possible then legal remedies shall be pursued</p> <p>The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
21. Integrity Pact Applicability -	YES
22. Bidders can to download detailed technical specification number- PE-TS-488-501-A401 Rev 00 at www.pem.bhel.com and www.bhel.com	



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

"For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non Local supplier and purchase preference to Class I local supplier is as defined in Public Procurement (Preference to Make India), Order 2017 dated 16.09.2020 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT."

This package is not divisible in nature. The margin of purchase preference shall be as per order dtd. 16.09.2020. **For this tender, offer from only class-1 local suppliers (meeting minimum 60% local content requirement) shall be considered.**

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

- Provide a certificate (in line with attached draft) giving the percentage of local content.
- Provide the details of the location(s) at which the local value addition shall be made.

24. Please furnish land border certificate as per enclosed format dully signed and stamped by Director or Company Secretary or authorised person by Board of the Company.

25. In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL.

Shri Otem Dai, IAS (Retd.) (iem1@bhel.in)

Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in)

Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)

26. Delivery Schedule shall be as follows-

- Main Supply: "9 months from the date of LOA. Drawing/ documents submission and re-submission shall be as per Technical Specification."
- Mandatory Spares: Shall be along with the last consignment of main supplies.
- E&C: Within 12 months from the date of LOA.

Note: Above delivery conditions are to be complied by bidder strictly

Delivery on GeM portal shall be selected as 999 days. Same shall be indicative to suffice the GeM portal requirement.

27. **Payment Terms – As per GCC BOP.**

Provision of offline payment in GeM shall be utilized.

28. **Guarantee Period : As per GCC BOP**

29. Evaluation Criteria - **Total Package Price (including freight and taxes)**

Bidder has to quote the total package price of complete scope, as per technical specification, in GeM. Price break up of total package price shall be provided by bidder in price format uploaded in GeM.

In case of discrepancy between total package price and price break up, total price quoted on GeM shall prevail and break up shall be corrected accordingly.

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



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31. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:
- Amendments to Purchase Order/ Work Order/ Framework Agreement
 - Purchase Order/ Work Order/ Framework Agreement
 - Letter of intent (LOI)/ Letter of Award (LOA)
 - Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions
 - The final set of deviations acceptable to purchaser with loading as specified in relevant section.
 - Corrigenda to NIT, with those of later date having precedence over those of earlier date
 - Enquiry letter along with Buyer specific ATC and annexures except documents listed in point no (vii) to (ix) below
 - Technical specifications
 - Special Conditions of Contract (SCC)
 - GeM GTC latest version applicable as on enquiry date.

Bidders to note the following Additional Terms and Conditions for subject tender-

1. Insurance Deductibles and Excess:

For Marine Cover: Rs 20,000/-

For Storage /Erection and Testing Cover:

- Normal Period: 5 % of the claim amount subject to a minimum of Rs. 2.25 Lakh.
- Testing Period: 5% of the claim amount subject to minimum of Rs. 6.0 Lakh.

Act of God Perils: - 10% of the claim amount subject to minimum of testing period excess.

Fire / Explosion Claims: 20% of the claim amount subject to minimum of testing period excess

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

Third Party Liability: The policy excesses (normal/testing periods) shall apply for third party liability property damage claims also. For third party liability claims arising out of acts of GOD perils. The excess applicable to AOG claims shall apply.

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

2. Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents:
- 90 days for non MSME as per MSMED Act
 - 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
 - 60 days for vendors qualified as Medium Enterprises as per MSMED Act.

Notes:



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1. Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. In case PVC indices not available, vendors to submit PVC invoices on availability of applicable indices.
2. Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of remaining payments.
3. Bidder to note that this is an **Open Tender enquiry** & PBO/RA participation shall be subject to following condition:
 - a. **Qualifying Technical & Financial Pre-Qualification Requirement.**
 - b. **Techno-commercial acceptance of offer by BHEL-PEM.**
 - c. **Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder in the format. Accordingly, bidders are requested to submit credential along with their technical bid.**

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

4. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

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

- 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.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. 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.

1.2.2. 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.



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1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price 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 extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions”.

5. Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e - mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
6. Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dated 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.
7. This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated.20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the items/Package”
8. Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
9. 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
10. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - a) they have controlling partner (s) in common;' or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or



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- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal,'
- or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "
11. Bidder to quote non-zero freight %.
12. "Self-declarations/ auditor's/ accountant's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07- 2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee."
13. Bidder to agree with all the clauses except (clause no-6.0 to 9.0, 13.0, 15.0 & 25.0 of ITB of GCC-BOP, 11.0 & 27.0 of GCTC of GCC-BOP) of GCC BOP (available on www.pem.bhel.com) & SCC Rev-01 of the project.
14. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Vinod Kumar / SDGM, BOP M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: vinod.kumar@bhel.in Ph. No. 9873711252; 0120-6748091	Amit Kumar / Manager– BOP M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: amitkum@bhel.in Ph. No. 9910906336	
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**PRICE ADJUSTMENT FORMULA FOR MAIN SUPPLY AND MANDATORY SPARES FOR
DOUBLE GIRDER EOT CRANES UPTO 100T PACAKGE FOR 2X700MW_e NPCIL KAIGA 5&6 PROJECT**

- (1) The price adjustment formula is defined for price components related to Main Supply including commissioning spares and Mandatory spares.

- (2) The amount of price adjustment shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \times \{F + a \times (0.8 \times A_1 / A_0 + 0.2 \times B_1 / B_0) + L_b \times L_1 / L_0\}$$

Where

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA.

- (i) 'F' shall be fixed portion of the Ex-Works supply price and shall be considered as 0.15.
- (ii) 'a' shall be co-efficient of major materials/ items involved in the Ex-Works Component of the Contract Price and shall be considered as 0.55.
- (iii) 'A' shall be Wholesale Price Index for "MANUFACTURE OF BASIC METALS" as published in RBI Bulletin, Sl.no. 1.3.14, Base: 2011-12 = 100
- (iv) 'B' shall be Wholesale Price Index for "MANUFACTURE OF ELECTRICAL EQUIPMENT" as published in RBI Bulletin, Sl.no. 1.3.17, Base: 2011-12 = 100
- (v) 'L_b' shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.3.
- (vi) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(vii) For the indices,

Subscript '0' refers to indices of the Base Month.

Subscript '1' refers to indices of the month before the month in which delivery is made. The latest available indices are to be extrapolated to the above defined month wrt the base month.

Source link of RBI bulletin: https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=20964

Note:

- 1) Prices shall remain firm till completion schedule as defined in LOA/s. Price adjustment as defined above, shall be applicable only beyond completion schedule as per LOA. Price adjustment shall be payable to vendor only if the delay is not attributable to the vendor. However, if the delay is attributable to vendor then the negative price adjustment (if applicable) shall be passed on to BHEL.
- 2) The price adjustment shall be limited to (+) 10% of Ex-Works Supply Price including commissioning spares, Mandatory spares.

PRICE ADJUSTMENT FORMULA FOR ERECTION & COMMISSIONING (E & C) PORTION FOR DOUBLE GIRDER EOT CRANES UPTO 100T PACKAGE FOR 2X700MW_e NPCIL KAIGA 5&6 PROJECT

- (1) The price adjustment formula is defined for price components related to Erection & Commissioning.
- (2) The amount of price adjustment shall be computed as under:

$$ER = ER1 - ER0$$

ER1 will be computed as follows:

$$ER1 = ER0 \times \{F + L_b \times L_1 / L_0\}$$

Where

ER = Adjustment in E&C Prices (without taxes & duties).

ER1 = Adjusted Amount of E&C Prices (without taxes & duties).

ER0 = E&C Prices (without taxes & duties) as per LOA.

(i) 'F' shall be fixed component and shall be considered as 0.15.

(ii) 'L_b' shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.85

(vii) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(viii) For the indices,

Subscript '0' refers to indices of the Base Month.

Subscript '1' refers to indices of the current month. The latest available indices are to be extrapolated to the above defined month wrt the base month.

Source link of RBI bulletin: https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=20964

Note:

- 1) Prices shall remain firm till completion schedule as defined in LOA/s. Price adjustment as defined above, shall be applicable only beyond completion schedule as per LOA. Price adjustment shall be payable to vendor only if the delay is not attributable to the vendor. However, if the delay is attributable to vendor then the negative price adjustment (if applicable) shall be passed on to BHEL.
- 2) The price adjustment shall be limited to (+) 10% of E & C Prices (without taxes & duties).