



BHARAT HEAVY ELECTRICALS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
PROJECT ENGINEERING MANAGEMENT
NOTICE INVITING TENDER (NIT)

Enquiry No- 77/25/6135/SAN

Date -19-Sep-25

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

1. Tender Type	Open Tender (Domestic-Indian)		
2. Package	NATURAL DRAFT COOLING TOWER (NDCT)		
3. Project	1 X 800 MW HPGCL Yamunanagar STPP		
4. End Customer	HARYANA POWER GENERATION CORPORATION LTD (HPGCL)		
5. Executing Agency	BHEL-PSNR		
6. Mode of Enquiry	E - PROCUREMENT		
7. Nature of Package (Divisible/Non-Divisible)	Non-Divisible		
8. Numbers of Part bid	2-Part bid (Techno-commercial and Price bid)		
9. Due Date & Time for Offer Submission	4-Oct-25	13:00 IST	
10. Opening of Part I bid	4-Oct-25	16:00 IST	
11. Earnest Money Deposit (EMD)	Applicable	EMD Amount	Rs 3 Crore
	(Refer S. No. 35 of NIT)		
12. Tender Cost	NIL		
13. Customer Approval Required	Yes		
14. Eligibility of Local Supplier as per Make in India (MII)	Only Class I Supplier (with local content 60% and above)		
15. HSE Guideline & Safety rules	Applicable (Enclosed as Annexure V)		
16. Technical Scope	As per Technical specification No: PE-TS-510-165-W001, REV-01		
17. Last Date for Seeking Clarification	26-Sep-25 Bidders may seek clarifications to the prescribed clauses and / or different part of the Tender Specifications. Such a request for clarifications, if any, should reach the Purchaser on or before the due date mentioned above. In case of non-receipt of any clarifications within the date specified above, it will be presumed that there are no queries/ clarifications and BHEL will be under no obligation to reply to queries/clarifications raised after the date.		
18. Schedule of Pre-Bid Discussion	29-Sep-25 (As per enclosed Pre-bid Meeting Annexure)		
19. Prequalification Requirements	Financial PQR- YES	Technical PQR- YES	
20. Delivery terms for Supply	FOR Despatch Station		
21. Delivery Schedule:	The delivery schedule for this package is as below-		
A. Design and Engineering	12 months from LOA. Bidder to ensure Drawing/ documents submission and re-submission shall be as per Technical Specification.		



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B. Main Supply	24 months from date of LOA. Bidder to ensure Drawing/ documents submission and re-submission shall be as per Technical Specification.
C. Mandatory Spares	32 months from date of LOA or 6 Months from the date of BHEL clearance whichever is later.
D. Civil + E&C	32 months from date of LOA.
E. PG Test	2 months from BHEL Clearance after COD
22. PVC (Price Variation Clause) shall be applicable as per Annexure-I to NIT	
23. CIF Content	Not Available
24. Variation of Contract Value	+/-10% (Refer Annexure-XIII of GCC BOP Rev-00)
25. Integrity Pact Applicability	YES
26. In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL- Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in) Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)	
27. Tender Evaluation - Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable. The evaluation currency for this tender shall be INR Evaluation cost/Total Cost to BHEL shall be as follows: - Evaluation Cost = [Reinforcement Steel & Cement Cost (A)] + [Execution Cost i.e. Design & Engineering charges, Main Supply, Civil Works, E&C and Mandatory Spares (B)] Cement & Reinforcement steel required for complete civil works of Cooling Tower are excluded from bidder's scope. Cement & Reinforcement steel shall be free issue items by BHEL. Bidder to indicate Total quantity of Cement and Reinforcement Steel for one (01) nos. CTs in Price Schedule. Terms and conditions for free issue items shall be as enclosed with NIT. (Refer Annexure-III) (A) Reinforcement Steel & Cement Cost - which will be derived from the quantity quoted by bidder and its corresponding rate as given below: Cement: Rs 6,500/- per MT (excluding GST) Reinforcement Steel: Rs 60,000/- per MT (excluding GST) (B) Execution Cost i.e. Design & Engineering charges, Main Supply, Civil Works, E&C and Mandatory Spares – which will be quoted by the bidder in the price bid. For Bid evaluation of the Cooling Tower, Bidder's total price shall be determined after adding cost of free issue of cement and reinforcement steel as mentioned above, in Bidder's quoted execution cost for the Cooling Tower	
28. Payment terms: Payment Terms for Design & Engineering Charges: Design & Engineering Charges shall not be more than 5% of Main supply price (excluding freight and GST) {i.e. Sl. No. 2.1b1) & Sl. No. 2.1b2)}, failing which breakup shall be adjusted accordingly from supply price for ordering. Please note that the complete engineering of the package is in the scope of bidder as per the tender	



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requirement. However, for the payment purpose bidder to note that 50% of Design & Engineering charges shall be made against basic engineering (i.e. Preparation, submission & approval of basic drawing/ documents as indicated in tender specification) and the remaining payment shall be made for the balance engineering part on pro-rata basis.

Payment against Design & Engineering shall be released after submission of additional bank guarantee of equivalent amount which shall be valid till completion of main supply.

Payment Terms for Main Supply shall be as per clause no. 9.2 of GCTC of GCC-BOP Rev 00 along with its Corrigendum-01.

Payment Terms for Mandatory Spares shall be as per clause no. 9.1 of GCTC of GCC-BOP Rev 00 along with its Corrigendum-01.

Payment Terms for E&C shall be as per clause no. 9.3 of GCTC of GCC-BOP Rev 00 along with its Corrigendum-01.

Payment Terms for Civil Works shall be as follows:

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

a) 5% payment against mobilization and installation for s no. A.8, A.9 A.10, A.14, E, F & G items of T&P deployment list (Annexure-II) + Labour colony duly certified by BHEL. (further breakup during BBU approval as per joint agreed progress work plan).

Payment against mobilisation & installation shall be released after submission of additional bank guarantee of equivalent amount which shall be valid till completion of main supply.

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

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

Clause no 9.5 (excluding notes) of GCTC of GCC BOP Rev. 00 along with its Corrigendum-01 shall be read as- Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within 30 days after submission of complete documents as per clause no 9.6.2 – 9.6.5 of GCC BOP Rev00 along with its Corrigendum-01.

29. Globalisation of free issue materials: Cement and reinforcement steel are free issue items and globalisation of these free supply items is applicable. Globalisation of free issue items viz. Cement and Reinforcement Steel means that any individual free issue item can vary and vendor should not be penalised in case total value of free issue item does not change considering the rates of cement and reinforcement steel mentioned in clause no. 27 of NIT.

There will be no penalty on excess quantity as long as total cost of free issue items remain unchanged i.e. quantity of one item can go up and quantity of other item can go down within total cost of free issue arrived based on the quantity quoted by the bidders.

However, If the cost of the total quantity of Cement & total quantity of Reinforcement Steel during contract execution are found to be more than the cost of free issue items, this increased quantity shall be arranged by BHEL only at Penal rates mentioned in Annexure III to NIT and not from any other agency and cost for excess quantity of cement & reinforcement steel shall be deducted from the bidder's payments.

For the purpose of calculating such excess quantity of steel and cement respectively, quantity of steel/cement issued beyond the date of achievement of 'total value of free issue item' shall be considered. Refer Annexure-VI for better understanding.



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30. Penal Rates of Materials are as follows

Sl No	Materials	Rate (Rs)
1	Reinforcement Steel	Rs 60,000 per Ton
2	Cement	Rs 65,00 per Ton

- Penal rate will be 1.05 times the actual cost to BHEL or rate mentioned above, whichever is higher.
- Rates are excluding GST. As per BHEL rule GST shall be charged on recoverable amount.

31. Wastage of free issue material: Shall be as per Annexure III (Modalities for free issue items-Cement and Reinforcement steel)

32. Liquidated damage shall be as per clause no 16.0 of GCTC of GCC BOP Rev. 00 along with its Corrigendum-01. However, E&C mentioned in the clause shall be read as E&C and Civil works.

33. The tender shall be finalised on the basis of price bid opening only and no Reverse Auction (RA) shall be conducted.

34. Ordering shall be done after de-loading the commercial/ technical loading from bidder's final price.

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discount from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discount, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder (s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.

35. Earnest Money Deposit (EMD)

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

Modes of deposit

The EMD may be accepted only in the following forms:

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

BHEL-PEM account details are as follows:

Bank name: State Bank of India

Account No : 39922687394

IFSC : SBIN0017313

BRANCH : CAG II NEW DELHI

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

iii) Fixed Deposit Receipt (FDR)

iv) Bank Guarantee from any of the Scheduled Banks (refer EMD Annexure of NIT)

v) Insurance Surety Bonds.

Bidders to note that original EMD (in form of Banker's cheque/ Pay-order/ Demand draft/FDR/BG/Insurance Surety Bonds) is to be submitted within 5 days from Part I bid opening date.

Validity period of EMD

The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

EMD shall not carry any interest

Forfeiture of EMD



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	<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. Bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.</p> <p>II. Bid security shall be refunded to the successful bidder after receipt of performance security.</p>	
36. Performance Security (PS)	Successful bidder is required to submit Performance Security as below within 14 days from the date of LOA:	
	I	Initially 10% of the contract value (total Ex-works price excluding PVC). 5% of the contract value (total Ex-works price excluding PVC) will be released after completion of E&C based on certification by Project Group/Purchaser. However, 5% of the contract value (total Ex-works price excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.
		OR
	II	Initially 5% of the contract value (total Ex-works price excluding PVC). Additional 5% of the contract value (total Ex-works price excluding PVC) will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of E&C based on certification by Project Group/Purchaser. However, 5% of the contract value (total Ex-works price excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.
	Validity of PS	As per clause no-11.3 of GCC BOP Rev-00 along with its Corrigendum-01.
	PS Submission	PS should be in favour of BHEL-PSNR. Validity mentioned in clause 11.3 of GCC BOP shall be applicable for all allowed instruments of performance security.
	Modes of deposit	Performance security may be furnished in the following forms: a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.



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		<p>c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</p> <p>d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>e) Insurance Surety Bond.</p> <p>(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)</p> <p>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.</p>
	Remarks:	<p>a) The performance security shall be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>b) Performance security shall 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>
37. 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>	
38. GST shall be payable extra at actual. All taxes excluding GST, GST Cess & BOCW cess but including Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by bidder and shall not be payable extra. For BOCW terms, please refer (Annexure-IV) of NIT. All statutory compliance and fees applicable for the scope are in the scope of the bidder.		
39. Bidders who fulfil Technical & Financial Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those bidders shall be evaluated who meet the Technical as well as Financial Pre-Qualifying requirements.		
Note: This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated 20-09-2016 (in respect of procurement of items related to public safety, health, critical		



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security operations and equipment's, etc.) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the NIT items/Package.

40. Verification of PQR documents-

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

41. Bidder to note that this is an Open Tender (Indian) enquiry & participation in PBO/RA shall be subject to following conditions:

- Qualifying Technical & Financial Pre-Qualification Requirement (attached).
- Techno-commercial acceptance of offer by BHEL-PEM.
- Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder. Accordingly, bidders are requested to submit credential as per the format enclosed herewith along with their technical bid.

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

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

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

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

45. 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:

- 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.
- 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.

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

47. Construction Power & Construction water shall be as Annexure-VII for Facilities in the Scope of Contractor/BHEL (Scope Matrix).

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

49. Insurance Deductibles/Excess - Transit Insurance of the package shall be in supplier scope. however, insurance during E&C at site shall be in BHEL scope and suppliers to take note of the following deductibles/ excess while submitting their offer

For Storage /Erection and Testing Cover:

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



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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 Act 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.

50. Make in India: Bidders are requested to refer clause no 26.0 of GCC BOP Rev 00 along with its Corrigendum 01. Further, 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 19.07.2024 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.

This package is not divisible in nature. The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. 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) from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- Provide the details of the location(s) at which the local value addition shall be made.

Please submit the extract of AGM Resolution/ Directors meeting (as applicable) of your company regarding appointment of statutory auditor or cost auditor of current year.

51. Purchase preference would be applicable to MSE bidders as per GOI circular (No. F.1/4/2021- PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications.

All the bidders are required to declare their ownership status (SC/ ST or Women-owned or others) along with their MSE category in format enclosed with NIT. This declaration, along with the Udyam Certificate, shall be mandatory for bidders to avail benefits under the Public Procurement Policy.

52. Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.

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

54. All bidders to declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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



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55. Conflict of interest: All bidders are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the bidder.

56. Conciliation & Arbitration shall be as per Annexure-VIII to NIT

57. Terms & Conditions: - The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), **General Conditions of Contract (GCC)-BOP Rev 00 along with its Corrigendum-01** (available on www.pem.bhel.com)) and other Terms and Conditions included in this Enquiry Letter.

Bidders to agree with all the clauses of GCC BOP along with its Corrigendum-01 except clause no-27.0 of GCTC of GCC-BOP (available on www.pem.bhel.com) & SCC of the project.

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

59. Bidders to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Bidders shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>

Following documents need to be uploaded:

- Offer forwarding/ covering letter with Check List
- Local Content Certificate in line with Make in India circular
- Land Border Certificate
- Mandatory declaration by MSE bidders
- Mandatory declaration by bidders regarding conflict of interest
- Integrity Pact
- Credentials as per format
- Documents required for meeting Technical & Financial PQRs

Un-price bid, Annexure-II of GCC-BOP Rev 00 along with its Corrigendum-01 (Cost of Withdrawal of Deviation) and Price bid in e-procurement portal.

60. It shall be the responsibility of the bidder to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

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

Sanjeev Kumar / Engineer– BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: Sanjeev_k@bhel.in
Ph. No. 0120- 2218522

Upendra Chaudhary / DGM, BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: upendrachaudhary@bhel.in
Ph. No. 0120- 2218557

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



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Thanking You.
For and on behalf of BHEL

Sanjeev Kumar
Engineer/ BOP/ PEM Noida

Enclosures: -

1. Offer Check List
2. SCC of the Project
3. Financial PQR
4. Technical Specifications
5. Technical PQR
6. Draft format for Make in India certificate
7. Draft format for land/ border declaration
8. Draft Format for mandatory declaration by MSE bidders
9. Draft Format for mandatory declaration by bidders regarding conflict of interest
10. Integrity Pact
11. Annexure-I: PVC Annexure
12. Annexure II: T&P List
13. Annexure III: Modalities for free issue items-Cement and Reinforcement steel
14. Annexure IV: Standard BOCW Clauses
15. Annexure V: HSE Guidelines plan
16. Annexure-VI: Globalisation Example
17. Annexure-VII: Facilities in the Scope of Contractor/BHEL (Scope Matrix).
18. Annexure VIII: Conciliation & Arbitration Clause
19. Proforma of bank guarantee for Earnest Money Deposit
20. Price format
21. Abridged version of applicable RA guidelines
22. General Conditions of Contract (GCC)-BOP Rev 00 along with its Corrigendum-01
23. Format for advance BG
24. Proforma of Insurance Surety Bond towards Earnest Money Deposit
25. Proforma of Insurance Surety Bond towards Security Deposit



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PROJECT ENGINEERING MANAGEMENT, NOIDA

Annexure for pre-bid meeting

PROJECT	:	1 X 800 MW HPGCL Yamunanagar STPP
PACKAGE	:	NATURAL DRAFT COOLING TOWER (NDCT)
SUBJECT	:	PRE-BID MEETING SCHEDULE

Pre-Bid Meeting through webex for subject package & projects is schedule on 29.09.2025 @02:30 PM.

Meeting link:

<https://bhel.webex.com/bhel/j.php?MTID=me2ba5583dbd8a61428f46a7aabbae1f>

Meeting number:

2515 667 6825

Meeting password:

12345

Join from a video system or application

Dial 25156676825@bhel.webex.com

You can also dial 210.4.202.4 and enter your meeting number.

Meeting password for video system

12345

Join by phone

+65-6703-6949 Toll


Access code: 25156676825

Global call-in numbers

<https://bhel.webex.com/bhel/globalcallin.php?MTID=m883861591b6fe778a3b60f213635c0d5>

Meeting password for audio

12345

	BHARAT HEAVY ELECTRICALS LIMITED (BHEL)	GENERAL CONDITIONS OF CONTRACT GCC – BOP Revision no. 00	ANNEXURES
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ANNEXURE– VIII

INTEGRITY 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

_____. 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 Independent External Monitor(s), 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)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits

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himself to observe the following principles during his 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 IPC/ PC 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 will await their decision in the matter.

Section 3 – Disqualification from tender process & 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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 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.

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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.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain

responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders / Contractors / Sub-contractors

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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is 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 Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

8.4 The Principal will provide to the Monitor 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 Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending 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.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, 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 CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious

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irregularities requiring legal! administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM 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 organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact shall be operative from the date IP 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. Issues like warranty! guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

SANJEEV
 For & On behalf of the Principal
 (Office Seal)
KUMAR

Digitally signed by SANJEEV KUMAR
 DN: c=IN, postalCode=201301, st=UTTAR
 PRADESH, street=GAUTAM BUDDHA NAGAR,
 LG=GAUTAM BUDDHA NAGAR, o=BHARAT
 HEAVY ELECTRICALS LTD., ou=BHEL, ps=PEM,
 serialNumber=9a160549da81651ce4aa59f1b
 1e113304b057a37f56325,
 postalCode=201301, st=UTTAR PRADESH,
 787e6d2,
 2.5.4.20=abed08b0c3d7202705d20c24520
 8a2c7f92a09a73b3c09959f6af5932,
 email=SANJEEV_K@BHEL.IN, cn=SANJEEV
 KUMAR
 Date: 2024.08.28 11:01:09 +05'30'

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

Place-----

Date-----

Witness: _____
 (Name & Address) _____

Witness: _____
 (Name & Address) _____

**CHECKLIST FOR BIDDERS****DOC. NO. PE-CL-BOP-001****DATED:/....../.....**

Project:	
Package:	
Enquiry No:	
Bidder :	M/s

CHECK LIST OF DOCUMENTS FOR OFFER SUBMISSION

SL NO	CHECKPOINTS	PAGE NO.	CHECKED
1	Offer forwarding/ covering letter.		
2	Documents for meeting Technical PQR.		
3	Documents for meeting financial PQR.		
3.a	Financials, Audit Report bearing UDIN No. of 3 years.		
4	Local Content Certificate in line with Make in India circular.(self certified/CA certified, as applicable).		
4.a	Extract of AGM Resolution/ Directors meeting (as applicable) of your company regarding appointment of statutory auditor or cost auditor of current year, in reference to above.		
5	Land Border Certificate.		
6	Udyam certificate for MSME.		
6.a	MSME declaration format.		
7	Vendor Credentials as per format.		
8	Integrity Pact, If applicable.		
9	Un-priced Annexure-II of GCC-BOP Rev 00 (Cost of Withdrawal of Deviation).		
10	Declaration regarding conflict of interest.		
11	Un-price bid.		
12	Freight % as quoted in the price-bid.		
13	GeM Seller ID.		
14	Price bid in e-procurement portal.		
15	EMD details, if applicable.		
16	Any other, if applicable.		
17			
18			
19			
20			

Particulars of bidder / authorised representative

Name	Designation	Sign	Company Seal




TECHNICAL SPECIFICATION
NATURAL DRAFT COOLING TOWER
1 X 800 MW HPGCL YAMUNA NAGAR EXPANSION UNIT

PE-TS-510-165-W001

Rev. No. 01

Date : 20.08.2025

PRE QUALIFICATION REQUIREMENT (TECHNICAL)

	<p align="center">PRE-QUALIFYING REQUIREMENTS (TECHNICAL)</p> <p align="center">NATURAL DRAFT COOLING TOWER (NDCT)</p>	DOC NO: PE-TS-510-165-W001
		REV NO: 01 DATE: 05.09.2025
		SHEET: 1 of 2

ENQUIRY NO.:

PROJECT: 1 X 800 MW HPGCL DCRTPP YAMUNA NAGAR

1.0 to 4.4.1 BLANK

4.4.2 Natural Draught Cooling Tower

4.4.2.1 Bidder should have designed, constructed and commissioned at least one (1) number Natural Draught Cooling Tower (NDCT) in RCC Construction with cooling water flow not less than 25,000 m³/hr which should have been in successful operation for at least one (1) year as on 20/03/2025.

4.4.2.2 In case the reference NDCT has been designed by a party other than the bidder, the bidder shall collaborate with a design agency, which has independently designed a NDCT of capacity not less than 25,000m³/hr in RCC construction and which should have been in successful operation for at least one (1) year as on 20/03/2025.

For Clause 4.4.2.2, the Bidder shall be required to furnish a Deed of Joint Undertaking (DJU) jointly executed by the Bidder and the Collaborator/ Associate and each executant of DJU shall be jointly and severally liable to the Owner for successful performance of the relevant system, as per the format to be provided at the time of placement of order. The Deed of Joint Undertaking (DJU) should be submitted at the time of placement of order on approved vendor. In such a case, the Collaborator/Associate shall be required to furnish an on-demand bank guarantee of INR 10 Million (Rupees Ten Million) for the Collaborator/ Associate of Natural Draught Cooling Tower.

OR


4.4.2.3 Bidder who does not meet the requirements under clauses 4.4.2.1 & 4.4.2.2, can also participate in collaboration/association with a firm who fully meets the requirements at clauses 4.4.2.1 & 4.4.2.2, provided the Bidder has executed projects involving RCC works of tall structures of minimum height of 100m using slip/jump form shuttering.

In such a case, the Bidder shall be required to furnish a Deed of Joint Undertaking executed by the Bidder and its Collaborator/Associate for the successful performance of Cooling Tower, as per the format to be provided at the time of placement of order. The Deed of Joint Undertaking (DJU) shall be submitted before placement of order. In case of award, Bidder and Collaborator/Associate shall each be required to furnish an on-demand bank guarantee for INR 65 million (Sixty-Five Million only) in addition to the contract performance security to be furnished by the bidder.

General notes of the PQR are as under:

1. Bidder to submit supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.

PREPARED BY:	REVIEWED BY:	APPROVED BY:
NAME:	NAME:	NAME:
DESIGNATION / DEPT.:	DESIGNATION / DEPT.:	DESIGNATION / DEPT.:

	PRE-QUALIFYING REQUIREMENTS (TECHNICAL) NATURAL DRAFT COOLING TOWER (NDCT)	DOC NO: PE-TS-510-165-W001
		REV NO: 01 DATE: 05.09.2025
		SHEET: 2 of 2

<p>2. Notwithstanding anything stated above, BHEL/Customer reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in overall interest of BHEL/Customer.</p> <p>3. Consideration of offer shall be subject to customer's approval of bidder.</p> <p>4. After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.</p>
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PREPARED BY: NAME: DESIGNATION / DEPT.:	REVIEWED BY: NAME: DESIGNATION / DEPT.:	APPROVED BY: NAME: DESIGNATION / DEPT.:
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PRE - QUALIFYING REQUIREMENTS

PROJECT: 1 X 800 MW HPGCL YAMUNANAGAR

PACKAGE: NDCT

CRITERIA FOR EVALUATION - FINANCIAL :

	Amount (in Rs.)
Average annual financial turnover value during any three out of last six Financial Years as on tender due date should not be less than	28,94,00,000

Rs. Twenty Eight Crore Ninety Four Lakh only

Notes:-

a) The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for any three out of last six Financial Years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below:-

i) If the accounts are available for ≤ 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).

ii) If the accounts are available for >1 but ≤ 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).

iii) If the accounts are available for >2 but ≤ 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).

b) Foreign bidder is to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria.

c) Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, turnover figure excluding taxes shall be considered.

d) For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.

e) Bidder who is 50% or above subsidiary of any other company including those registered outside India and does not meet any of the above Financial Criteria, such bidder may be qualified based on credentials of its holding company provided such holding company meets the above PQR criteria. In such case, the Bidder would be required to furnish a Letter of Support from its Holding Company, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

f) In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, a Certificate would be required from CEO/CFO stating that the financial results of the Company are under audit as on the date of Techno-commercial bid opening and are not available.