

 ISG BANGALORE	(5X800MW) YADADRI TPS Nalgonda Dist, Telangana State 220V DC BATTERY CHARGER	Enquiry No: 77/22/6159/JRK
NOTICE INVITING TENDER (NIT)		

Dear Sir/ Madam,

Subject: Tender Enquiry for " 220V DC BATTERY CHARGER " as per Technical Specifications and terms & conditions of the tender for (5X800MW) YADADRI TPS Nalgonda Dist, Telangana State

DUE DATE & TIME	As per online portal
BID OPENING DATE & TIME	As per online portal

BHEL invites offers from reputed Vendors for the subject items.

1.0	Tender Inviting Officer	SHRI. SHABEER DEWAN, DGM/ MM BHARAT HEAVY ELECTRICALS LTD INDUSTRIAL SYSTEMS GROUP PB NO.1249, IISc POST MALLESWARAM BANGALORE – 560 012 EMAIL: jrk@bhel.in or sbd@bhel.in Phone:- +91 80 22184314 / 4585
2.0	Item Description	220V DC BATTERY CHARGER
3.0	Project	(5X800MW) YADADRI TPS Nalgonda Dist, Telangana State
4.0	BHEL's Customer	M/s TSGENCO
5.0	Tender Document availability	Tender documents shall be downloaded from the website https://eprocurebhel.co.in/nicgep/app, www.bhel.com and central procurement portal https://eprocure.gov.in/ All corrigenda, addenda, amendments, time extensions, clarifications etc. to the Tender will be hosted on the above websites only. Bidders should regularly visit above website to keep themselves updated. Bidders are advised to visit our E-Procurement portal https://eprocurebhel.co.in/nicgep/app for all latest updates, future tenders of BHEL and vendor registration. For E-Procurement assistance & training bidders may contact Mr. Mallikarjun Contact No: +91 6353215005 e mail id: Bengaluru.bhel@eptl.in
6.0	Due Date, Time & Place for Submission of Offer	This is an E-Tender floated online through our e-procurement platform https://eprocurebhel.co.in/nicgep/app. The bidders shall respond by submitting their offer online only in our E-Procurement platform https://eprocurebhel.co.in/nicgep/app. Bids are invited in Two Parts (Part-1 & Part-2). No hard copy bid or bids through Email/ FAX shall be accepted. As mentioned at online portal (Part-1 bid only)
7.0	Mode of Submission of Tender	The Tender shall be submitted in two Parts in our E-Procurement Platform https://eprocurebhel.co.in/nicgep/app on or before the due date & time, as follows with seal and signature: <u>PART-1: Pre-Qualification, Technical and Commercial Terms & Conditions Bid:</u>

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		Comprising of following: (i) Compliance to addendum/ corrigendum to the tender (if any) (Mandatory) (ii) Documents in support of Pre Qualification Requirements/Provenness Criteria- Technical & Financial (Mandatory), annexures if any (iii) Annexure-I to GCC (Mandatory) (iv) General conditions of contract, GCC (Mandatory) (v) Notice Inviting Tender (Mandatory) (vi) Provenness Criteria (Mandatory) (vii) Special conditions of contract, SCC and all its annexures/Appendix. (Mandatory) (viii) Technical offer, comprising of technical specification and other documents as asked in technical specifications e.g. drawings, test report etc. (Mandatory) (ix) Annexure-III to GCC (Declaration about completeness of price) - (Mandatory) (x) Annexure-XII to GCC (Mandatory). NO DEVIATION CERTIFICATE” shall be submitted in case of no deviations. Deviations (if any) with cost of withdrawal shall be indicated under Annexure-II to GCC (Rev.01). (xi) Un-priced copy of Annexure-II, cost of withdrawal of deviation (Mandatory). “Quoted” to be indicated under the column “Cost of Withdrawal of Deviation” for each deviation mentioned in this format. In case “Quoted” is not indicated against any deviation, cost of withdrawal for that deviation shall be considered as NIL. (xii) Un-priced bid (Quoted/Not Quoted to be mentioned for each line item against all applicable columns). (Mandatory) (xiii) Appendix-A to SCC-Conciliation clause under BHEL Conciliation Scheme 2018. (Mandatory) (xiv) Any other documents as per Enquiry. (Mandatory). (xv) Duly filled in signed & stamped Integrity Pact as per the “Integrity Pact” format enclosed pre-signed by BHEL. <u>PART-2: Price Bid</u> (i) Price bid as per price bid format. (ii) Cost of withdrawal of deviation as per Annexure-II. Duly filled in price bid with seal & signature shall be submitted under this Part. Price shall be indicated for all items of the Tender separately against respective line item. All applicable taxes, duties, levies and freight charges shall be indicated in the Price bid.
10.0	Date and Time of Bid Opening.	First the Part-1 bid will be opened on date as mentioned at online portal. Price Bid (Part-2) will be opened after the Techno-Commercial (Part-1) bid evaluation and our acceptance of the same. Price Bids (Part-2) of the Techno-Commercially qualified bidders will be opened subsequently and the date will be intimated separately. BHEL shall go for Reverse Auction against the tender for which date shall be communicated to the Techno-Commercially qualified vendors.

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11.0	Scope of Work	As per Technical Specifications enclosed.	
12.0	Site Visit	The bidder should visit site and acquire full knowledge & information about site conditions prevailing at site and in & around the plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the offer. The offer from the bidder shall be considered to be in compliance to the above.	
13.0	Pre-Qualification Requiriement	As per Pre-Qualification Requirement / Provenness Criteria / Technical Specifications enclosed.	
14.0	Commercial Terms & Conditions	As per enclosed Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) Rev.01.	
15.0	EMD/ Tender Fee	Not applicable for this Tender.	
16.0	Special Instructions	i. Bidder has to submit Signed & Stamped “NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per Annexure-II (Cost of withdrawal) of General Conditions of Contracts (GCC, Rev.01), Special Conditions of Contracts (SCC) and Notice Inviting Tender (NIT)” in case of no deviations. ii. Deviations (Technical & Commercial), if any, shall be clearly mentioned in the deviation format given along with NIT/ Enquiry and for more deviations if any, separate annexure may be enclosed. However, offers with deviations are not acceptable to BHEL and same shall be liable for rejection. For permissible deviations refer the Loading Factor Sheet enclosed with the Commercial Terms & Conditions/GCC/Technical specifications. iii. Un Priced Bid Format shall be submitted along with the Techno-Commercial (Part-1) bid, dully signed and stamped by the authorized signatory, with “QUOTED” written against each items & columns (wherever applicable) as an indication that the price for the same has been indicated/ quoted in the price bid. iv. Bidders are requested to carefully examine and understand the specifications, scope of work etc. and seek clarifications, if required, to ensure that they have understood the specifications, scope of work. Such clarifications should be sought latest before five days of the due date of submission of complete offers. Bidder’s offer should not carry any sections like clarifications, interpretations and/ or assumptions. Price quoted by the bidder shall not be allowed to change on their not understanding scope. Price change shall be applicable only in case M/s. BHEL made change in scope. Any clarifications or ambiguities shall be sought by vendor before submitting the offer. v. Bidders to submit the filled in price bid under the part-2 bid only. a. If, in the price bid quoted for the required items/ equipments/ services, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly. b. If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected accordingly. c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall	

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		prevail subject to conformance to sl. no. a & b mentioned above. Price shall be quoted for each items of the price bid format separately against the respective items and against all applicable columns.	
17.0	Price Evaluation Criteria	As per Cl no. 13 of SCC. Clause no. 19.1 of Instructions to bidders of General Conditions of Contract (GCC, Rev.01) is not applicable for this tender. Clause no. 19.4 of Instructions to bidders of General Conditions of Contract (GCC, Rev.01) is not applicable for this tender.	
18.0	Reverse Auction	Clause 13.0 of Instructions to Bidders of GCC (Rev.01) shall be read as: “BHEL shall be resorting to Reverse Auction (RA) (Latest RA Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.” Bidders shall note that Annexure-XI of GCC (Rev.01) is not applicable for this tender.	
19.0	Special Instructions	vi. Deviations (Technical & Commercial), if any, shall be clearly mentioned in the Annexure-II to GCC (Cost of withdrawal of deviation). The un-priced copy of the deviation sheet shall be submitted along with the Part-1 bid with “Quoted” written against each deviation under the “Cost of Withdrawal of deviation” column. Priced annexure-II shall be submitted under the Part-2 bid. Each deviation, having price implication, must be quoted with relevant cost of withdrawal. If “Quoted” is not written against any deviation, in the un-priced copy of annexure-II, cost of withdrawal for such deviations shall be considered as NIL. Any deviation not mentioned in un-priced copy of Annexure-II format, but mentioned in the priced copy, shall not be accepted. Bidder to note all the points mentioned in “Notes” of Annexure-II to GCC Rev.01. vii. For any clarification on the tender document, the bidder may seek the same in writing/ E-mail or through e-procurement portal, as per specified format, within the due 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. viii. 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, otherwise, interpretation by BHEL shall prevail. Any typing error/ missing pages/ other clerical	

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		errors in the tender documents, noticed must be pointed out before pre-bid meeting/ submission of offer else BHEL's interpretation shall prevail. ix. Bidders are requested to carefully examine and understand the specifications, scope of work etc. and seek clarifications, if required, to ensure that they have understood the specifications, scope of work. Such clarifications should be sought latest before five days of the due date of submission of offers. Bidder's offer should not carry any sections like clarifications, interpretations and/ or assumptions. x. Bidders to submit the filled in price bid under the part-2 bid only. Price shall be quoted on line for each items of the price bid format separately against the respective items and against all applicable columns. xi. All the Tender Documents shall automatically become a part of the Order/ Contract after its finalization. xii. In order to protect its commercial interests, BHEL may take action against suppliers/ contractors by way of suspension of business dealings with them, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price as per the guidelines for Suspension of Business Dealings with Suppliers/ Contractors available at www.bhel.com under "supplier registration page". xiii. The vendors shall be forced by the system to upload the documents which are marked mandatory in the tender. All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder/ digitally signed Digital Signature Certificate (DSC) of the authorized representative of the bidder. xiv. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including Pre Bid Discussion, if held.	
20.0	Basis for Rejection of Offers	i. Incomplete offers i.e., offers without documents as per instruction of the tender and offers not complying with NIT/ Enquiry conditions shall be liable for rejection. ii. Offers not meeting the Provenness Criteria / Tech Spec Requirements shall be liable for rejection. iii. Offers not qualifying technically/ commercially shall be liable for rejection. iv. Offers from the vendors/ bidders who are in the "Banned list" / "Blacklist" / "Put on Hold"/ "Put on Holiday" by "Any unit of BHEL" or "Govt. of India" or "Govt . of Karnataka" or "Govt of other states in India" shall not be accepted. v. Offers with deviations beyond the BHEL requirements mentioned in commercial terms and conditions or deviations taken beyond the loading factor limits indicated in commercial terms and conditions shall be liable for rejection. vi. The decision on Acceptance/ Rejection of offers as decided by BHEL shall be final and binding on the vendors/ bidders.	

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		vii. BHEL reserves the right to reject offer of any bidder based on their poor/ non-performance in past/ present projects/ orders. viii. BHEL reserves the right to: a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever. b) Postpone the scheduled date without assigning any reason whatsoever. c) May ask for further qualification during techno commercial scrutiny of bids received and bidder will comply. ix. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not for any reason whatsoever. x. Canvassing i.e. soliciting favor, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily. xi. If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BHEL reserves the right to reject such offer. xii. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject or negotiate any/all tender(s) in part or full without assigning any reason whatsoever.	
21.0	Documents Enclosed	i. Notice inviting tender ii. Provennes Criteria iii. Special Conditions of Contract (SCC) iv. General Conditions of Contract (GCC)-R1 v. Technical Specifications & Documents vi. Un-Priced bid format vii. Price format (Online) viii. Other annexures / Appendix	
22.0	Validity of Offer	As per clause 7.0 of Instructions to Bidders of GCC (Rev.01).	
23.0	Other Terms	a) BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not for any reason whatsoever. b) Clause 2.0 of Instructions to Bidders of GCC (Rev.01): Bids shall be submitted in soft copy (E-Procurement) and no hard copy sets/ bids in sealed cover are required to be submitted. c) Clause 2.6 and 2.7 of Instructions to Bidders of GCC (Rev.01) are not applicable for this tender. d) Clause 6.2 of Instructions to Bidders of GCC (Rev.01) is not applicable to this tender.	
24.0	Other instructions	As per General Conditions of Contract (GCC), Rev.01. Bidder to be submit GeM Seller ID along with the offer.	
25.0	Bidders Sharing land border with India (if applicable)	Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017 I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. II. “Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch	

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		or office controlled by such person, participating in a procurement process. III. "Bidder from a country which shares a land border with India" for the purpose of this Order means a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity Incorporated. established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a Citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. IV. The beneficial owner for the purpose of (iii) above will be as under: 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership Interest or who exercises control through other means, Explanation a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions Including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements; 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together. or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals; 4. Where no natural person is Identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall Include identification of the author of the trust. the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Note: The above clause shall not be applicable for the bidders from those countries (even if sharing a land order with India) to which the Government of India (GoI) has extended lines of credit or in which the

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		GoI is engaged in development work.
26.0	Contact Person for Clarifications on Commercial Terms & Conditions	Ms. J.R.Sumanjali.K.- Manager/ Purchase E-MAIL: jrk@bhel.in Ph. No. +91-080-2218 4314
27.0	Contact Person for Clarifications on Technical Specifications	Shri. Nitin Bihani, Manager/ Engineering (Elect.) E-MAIL: nbihani@bhel.in Ph. No. +91-080-2218 4550