

# **TENDER SPECIFICATION**

**BHEL/PSSR/USTPP/SCT&P/SCT/105**

**FOR**

**Balance works of Package 1: Erection, Testing & Commissioning including Handling of materials at site BHEL stores / storage yard, transporting to site of erection and supply & application of final painting of HT Electrical works for Unit-1 (Main plant) and identified BOP areas of 2 x 660MW Udangudi Super Critical Thermal Power Project at Tuticorin Dt., Tamil Nadu**

## **VOLUME-I BOOK-I**

**TECHNOCOMMERCIAL BID - Consists of Book- I & Book- II**

**Book- I Consists of**

- Notice Inviting Tender
- Volume-IA: Technical Conditions of Contract

**Book-II consists of**

- Volume-IB : Special conditions of Contract
- Volume-IC : General conditions of Contract
- Volume-ID : Forms & Procedures



**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Power Sector – Southern Region

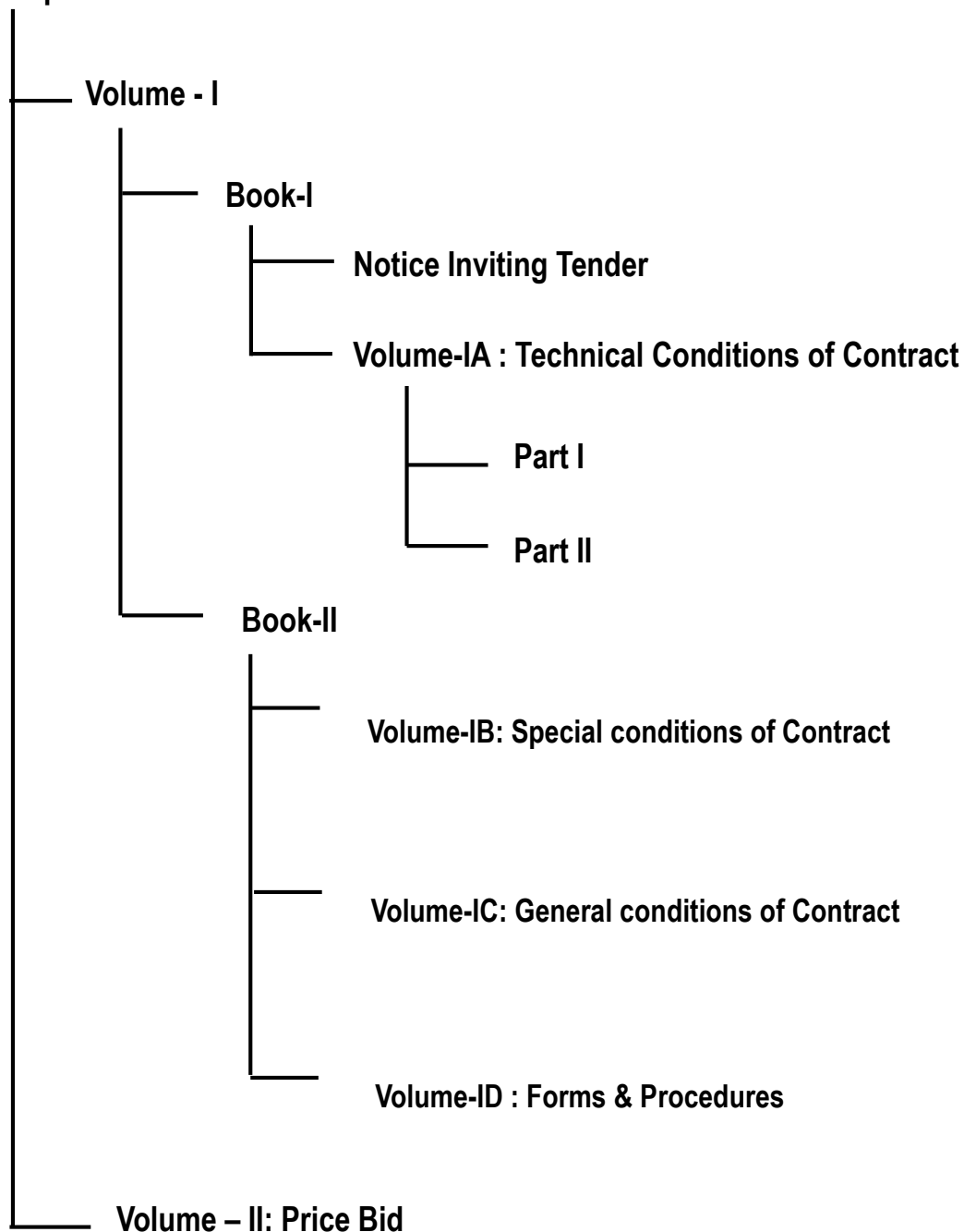
BHEL site office, 2X660 MW Udangudi STPP,  
Kallamozhi, Tiruchendur-628206

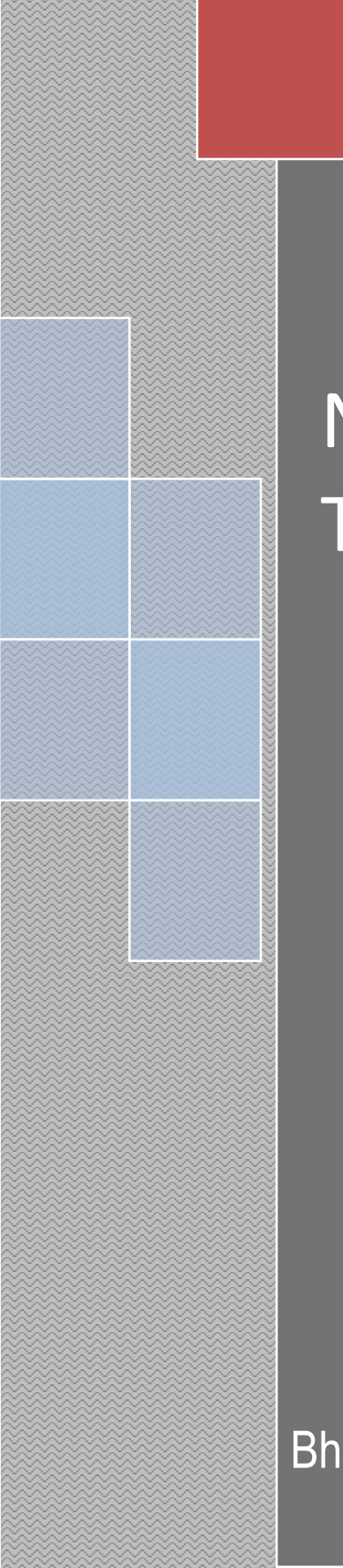
# NOTICE INVITING TENDER

---

## TENDER SPECIFICATION CONSISTS OF

Tender Specification





# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



# NOTICE INVITING TENDER

Ref: BHEL/PSSR/USTPP/SCT&P/SCT/105

Date: June 27, 2024

## NOTICE INVITING TENDER (NIT)

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

=====

To

Dear Sir / Madam

**Sub: NOTICE INVITING TENDER**

Sealed offers in two part bid system are invited from bidders **through email only**, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document.

This is a Limited Tender and only the bidders already qualified by BHEL PSSR shall be eligible to participate

Following points relevant to the tender may please be noted and complied with.

### 1.0 Salient Features of NIT

| Sl. No. | ISSUE                      | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                   |            |
|---------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| i)      | Tender Number              | BHEL/PSSR/USTPP/SCT&P/SCT/105                                                                                                                                                                                                                                                                                                                                                 |            |
| ii)     | Broad Scope of job         | Balance works of Package 1: Erection, Testing & Commissioning including Handling of materials at site BHEL stores / storage yard, transporting to site of erection and supply & application of final painting of HT Electrical works for Unit-1 (Main plant) and identified BOP areas of 2 x 660MW Udangudi Super Critical Thermal Power Project at Tuticorin Dt., Tamil Nadu |            |
| iii)    | DETAILS OF TENDER DOCUMENT |                                                                                                                                                                                                                                                                                                                                                                               |            |
| A       | Volume-IA                  | Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc                                                                                                                                                                                                                  | Applicable |
| B       | Volume-IB                  | Special conditions of Contract                                                                                                                                                                                                                                                                                                                                                | Applicable |
| C       | Volume-IC                  | General conditions of Contract                                                                                                                                                                                                                                                                                                                                                | Applicable |
| D       | Volume-ID                  | Forms & Procedures                                                                                                                                                                                                                                                                                                                                                            | Applicable |
| E       | Volume-II                  | Price Schedule (Absolute value)                                                                                                                                                                                                                                                                                                                                               | Applicable |

## NOTICE INVITING TENDER

|       |                                     |                                                                                                                                                                                                                                                                                                                                                                             |            |
|-------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| iv)   | Issue of Tender Documents           | <b>Tender documents sent by email by PSSR-Udangudi site SCT department</b>                                                                                                                                                                                                                                                                                                  | Applicable |
| iv a) | Bid / Offer Submission start time   | <b>Start Date: June 28 2024, Time: 1000 Hrs</b>                                                                                                                                                                                                                                                                                                                             |            |
| v)    | Due Date & Time of Offer Submission | <b>Date : July 02, 2024, Time: 1500 Hrs</b><br><b>Place:</b> The bidder should submit their offer only through email at <b>tender.udangudi@bhel.in</b>                                                                                                                                                                                                                      | Applicable |
| vi)   | Opening of Tender                   | <b>Date: July 02, 2024, Time: 1700 Hrs</b><br><b>Notes:</b><br>1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.<br>2) Bidder may depute representative to witness the opening of tender.                                                   | Applicable |
| vii)  | EMD Amount                          | <b>Rs. 2,00,000/- (Rupees Two Lakhs only).</b><br>Refer Volume-IC of General Conditions of Contract (Volume-I, Book-II) for mode of payment of Earnest Money Deposit (EMD):<br>- Exemption from EMD for MSEs is not applicable for this tender.<br>One time EMD not applicable for this tender.                                                                             | Applicable |
| viii) | Cost of Tender                      | <b>Free</b>                                                                                                                                                                                                                                                                                                                                                                 |            |
| ix)   | Last Date for Seeking Clarification | Bidders may submit their queries in before <b>29/06/2024 (12:00 Hrs)</b> with soft version also, addressing to undersigned & to others as per contact address given below.<br>1) Name: K. Mathiyalagan<br>Designation: Manager<br>Deptt: SCT<br>Address: BHEL site office,<br>2X660 MW Udangdudi STPP,<br>Kallamozhi, Tiruchendur-628206<br>Phone: (Mobile): +91 9715759594 | Applicable |

Tender Specification No.: BHEL/PSSR/USTPP/SCT&P/SCT/105

# NOTICE INVITING TENDER

|        |                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                |     |       |    |                           |              |    |                                      |              |    |                                |              |            |
|--------|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|-------|----|---------------------------|--------------|----|--------------------------------------|--------------|----|--------------------------------|--------------|------------|
|        |                                                                | Email : <a href="mailto:kmathi@bhel.in">kmathi@bhel.in</a><br>2) Name: Chellapandian A S K<br>Designation: AGM<br>Deptt: SCT<br>Address: BHEL site office,<br>2X660 MW Udangdudi STPP,<br>Kallamozhi, Tiruchendur-628206<br>Phone: (Mobile): +91 9442241328<br>Email : <a href="mailto:askcpandian@bhel.in">askcpandian@bhel.in</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |     |       |    |                           |              |    |                                      |              |    |                                |              |            |
| x)     | Schedule of Pre Bid Discussion (PBD)                           | --                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Not Applicable |     |       |    |                           |              |    |                                      |              |    |                                |              |            |
| xi)    | Integrity Pact & Details of Independent External Monitor (IEM) | <p>a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table><tr><td>Sl. No</td><td>IEM</td><td>Email</td></tr><tr><td>1.</td><td>Shri Otem Dai, IAS (Retd)</td><td>iem1@bhel.in</td></tr><tr><td>2.</td><td>Shri Bishwamitra Pandey, IRAS (Retd)</td><td>iem2@bhel.in</td></tr><tr><td>3.</td><td>Shri Mukesh Mittal, IRS (Retd)</td><td>iem3@bhel.in</td></tr></table> <p>b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p>Note:</p> | Sl. No         | IEM | Email | 1. | Shri Otem Dai, IAS (Retd) | iem1@bhel.in | 2. | Shri Bishwamitra Pandey, IRAS (Retd) | iem2@bhel.in | 3. | Shri Mukesh Mittal, IRS (Retd) | iem3@bhel.in | Applicable |
| Sl. No | IEM                                                            | Email                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |     |       |    |                           |              |    |                                      |              |    |                                |              |            |
| 1.     | Shri Otem Dai, IAS (Retd)                                      | iem1@bhel.in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |     |       |    |                           |              |    |                                      |              |    |                                |              |            |
| 2.     | Shri Bishwamitra Pandey, IRAS (Retd)                           | iem2@bhel.in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |     |       |    |                           |              |    |                                      |              |    |                                |              |            |
| 3.     | Shri Mukesh Mittal, IRS (Retd)                                 | iem3@bhel.in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |     |       |    |                           |              |    |                                      |              |    |                                |              |            |

## NOTICE INVITING TENDER

|      |                |                                                                                                                                                                                                                                                                                                                                                                                                         |  |
|------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|      |                | <i>No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided in clause 1 ix) above</i>                        |  |
| xii) | Latest updates | Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be communicated through <b>email by PSSR-Udangudi site SCT department</b> . Bidders to keep themselves updated with all such information. This also form part of tender hence the same shall be enclosed with their offer. |  |

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed and stamped, as part of offer. **Rates / Price including discounts / rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 **Not Used.**

4.0 Unless specifically stated otherwise, bidder shall deposit **Earnest Money Deposit (EMD)** as mentioned in clause 1.9.in General Conditions of Contract, Volume IC Book II.

Bidder shall also deposit **Earnest Money Deposit (EMD)** through SBI e-collect as follows:

**Step 1: Vendors may visit SBI collect website**, the URL of which is <https://www.onlinesbi.sbi/sbicollect> where they get the home page with various categories of institutions.

**Step 2: Select PSU - Public Sector Undertakings** – leading to a page with list of PSUs

**Step 3: Type BHEL and search**, they get to see all BHEL divisions wherein they shall select BHEL PSSR Chennai. The screen shot of the same is given below.

# NOTICE INVITING TENDER

Payment Progress

Select Payee

Category: PSU-Public Sector Undertaking

bhel

Filter by State: -- Select --

| Name of PSU-Public Sector Undertaking | State      |
|---------------------------------------|------------|
| BHEL BAP RANIPET                      | Tamil Nadu |
| BHEL PSSR CHENNAI                     | Tamil Nadu |

Showing 1 to 2 of 2 entries (filtered from 113 total entries)

Back

**Step 4: Select EMD receipts.** Having selected the Payee in the Payment Progress, it will lead to the payment details – a drop down list of values. From that list, vendors shall select EMD receipts. Upon clicking the entry EMD receipts, a form will open asking for the remitters details and the details of the tender

**Step 5: Confirm details and pay**

Fill in all the details correctly, verify the details, and complete the payment as it is leading to the payment gateway.

**Step 6: Take a printout** on completing the payment and enclose the copy of the same along with the bid submission. Store the copy of receipt for future reference.

**5.0 Procedure for Submission of Tenders:** The bidder should respond by submitting their offer through E-mail at **tender.udangudi@bhel.in**. Offers are invited in two-parts only  
**Documents Comprising the e-Tender**

The tender shall be submitted through E-mail having attachment less than 20MB (In case, attachment is more than 20MB, 2 or 3 or so on mail may be submitted and should be indicated as 1 of 2, 2 of 2 or 1 of 3, 2 of 3, 3 of 3, etc.) as mentioned below:

**a. Technical Tender (UN priced Tender)**

All Technical details should be attached in e-mail, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

## NOTICE INVITING TENDER

- i. Technical Bid (without indicating any prices).

**b. Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format (password protected) through E-mail. The password of the submitted Price Bid shall be asked from Bidder through E-mail for opening of the Price Bid
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

**6.0 DOCUMENTS TO BE SENT THROUGH EMAIL SHALL BE AS DETAILED BELOW:**

| SI No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Remarks |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
|        | <b>Techno-Commercial Bid CONTAINING THE FOLLOWING:-</b>                                                                                                                                                                                                                                                                                                                                                                                                                   |         |
| i.     | Covering letter / Offer forwarding letter of Tenderer.                                                                                                                                                                                                                                                                                                                                                                                                                    |         |
| ii.    | Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under SI No (i) above.<br><b>Note:</b><br>1. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be attached along with document under sl no (i) above. It shall be specifically noted that deviation |         |

## NOTICE INVITING TENDER

|       |                                                                                                                                                                                                                                                                                                                                                                                                                   |                |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|       | <p>recorded elsewhere shall not be entertained.</p> <p>2. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>(i) In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>(ii) In case of unacceptable deviations, BHEL reserves the right to reject the tender.</p>                        |                |
| iii.  | <p>Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria. (Technical &amp; Financial)</p> <p>As detailed in Clause No. 24 of NIT, It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact Phone no, FAX no, etc.</p> | Not applicable |
| iv.   | All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc. pertinent to this NIT.                                                                                                                                                                                                                                                                                                     |                |
| v.    | Integrity Pact Agreement (Duly signed by the authorized signatory) (As applicable)                                                                                                                                                                                                                                                                                                                                |                |
| vi.   | Duly filled-in annexures, formats etc. as required under this Tender Specification/ NIT                                                                                                                                                                                                                                                                                                                           |                |
| vii.  | Notice inviting Tender (NIT)                                                                                                                                                                                                                                                                                                                                                                                      |                |
| viii. | Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc                                                                                                                                                                                                                                       |                |
| ix.   | Volume – I B : Special Conditions of Contract (SCC)                                                                                                                                                                                                                                                                                                                                                               |                |
| x.    | Volume – I C : General Conditions of Contract (GCC)                                                                                                                                                                                                                                                                                                                                                               |                |
| xi.   | Volume – I D : Forms & Procedures                                                                                                                                                                                                                                                                                                                                                                                 |                |
| xii.  | Any other details preferred by bidder with proper indexing.                                                                                                                                                                                                                                                                                                                                                       |                |

# NOTICE INVITING TENDER

**Caution to Bidders: -**

The duly signed & stamped copies of Volume – I Book I & Volume I Book-II are to be attached under the form Techno-commercial Bid.

| SI No | Description                                                                                                                                                                                                                                                                                                                           | Remarks |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
|       | <b>PRICE BID</b> consisting of the following shall be provided as mentioned below                                                                                                                                                                                                                                                     |         |
| I     | <b>Price/ Total Amount corresponding to the total works as specified in “Part C: Bill of Quantities” available in “Volume II – PRICE BID (latest Revision)” shall be quoted in Figures and words</b><br><br><b>Bidders to note that total amount quoted by the bidder in this format shall be considered for evaluation of offer.</b> |         |

**SPECIAL NOTE:**

All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 7.0 Deviation with respect to tender clauses and additional clauses / suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 **Assessment of Capacity of Bidders:** Not Applicable
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc., before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

## NOTICE INVITING TENDER

---

- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 **Pre Bid Meeting: Not used for this tender.**
- 13.0 In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc., or requirements of different codes / standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error / missing pages / other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting / submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM), if applicable for the subject tender is as given at point (1) above.
- 16.0 Void
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful / Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 Reverse Auction (RA) : BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com) supplier registration page conducted among all the techno-commercially qualified bidders.
- Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

# NOTICE INVITING TENDER

---

- 21.0 **Indian Agent of Foreign Principals: Not used for this tender.**
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 **Consortium Bidding in not applicable for this tender.**
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents / proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**".
- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of banned/ hold firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- 28.1 Integrity commitment, performance of the contract and punitive action thereof:
- 28.1.1 **Commitment by BHEL:**  
BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 28.1.2 **Commitment by Bidder/ Supplier/ Contractor:**
- i. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
  - ii. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

# NOTICE INVITING TENDER

---

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

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions.

29.0 Micro and Small Enterprises (MSE): Not applicable for this tender

30.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

**31.0 PREFERENCE TO MAKE IN INDIA:**

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier/ Non- Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

**31.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:-
  - a. An entity incorporated established or registered in such a country; or

## NOTICE INVITING TENDER

---

- 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 shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

## NOTICE INVITING TENDER

---

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Note:**

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Annexure-11.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

32.0 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening. (Clause applicable in case of Paper Bid only.)

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

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

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

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

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

34.A **One Bid per Bidder:** A Bidder shall submit only one bid in a particular bidding process. In case of a holding company having more than one subsidiary having common business ownership / management, only one business entity amongst the holding company and its subsidiaries should quote for a particular tender. Similar restrictions shall apply to closely related sister companies. Bidder's sister/Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons

## NOTICE INVITING TENDER

---

as Director/ Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified.

In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case maybe, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
  - i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
  - ii. is a director and / or Key Managerial Personnel of the company which has submitted a bid, or

holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected. Bidder shall submit Declaration as per format provided in Annexure-9A.

**34.B Conflict of interest** 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
- 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

## NOTICE INVITING TENDER

---

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.

### 35.0 Order of Precedence:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments / Clarifications / Corrigenda / Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-IA
- e. Special Conditions of Contract (SCC) —Volume-IB
- f. General Conditions of Contract (GCC) —Volume-IC
- g. Forms and Procedures —Volume-ID

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

For and on behalf of BHARAT HEAVY ELECTRICALS LTD

Project Director / BHEL / Udangudi STPP

# NOTICE INVITING TENDER

---

**Enclosure:**

- (i) Annexure-1: Void
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Void
- (iv) Annexure-4: Reverse Auction Process Compliance Form
- (v) Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- (vi) Annexure-6: RA Price Confirmation and Breakup
- (vii) Annexure-7: Integrity Pact
- (viii) Annexure-8: Undertaking
- (ix) Annexure-9,9A: Declaration regarding Details of related firms and their area of activities
- (x) Annexure-10: Declaration regarding Minimum Local Content in line with Revised Public Procurement (Preference to Make In India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s)
- (xi) Annexure-11: Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017
- (xii) Other Tender documents as per this NIT.

# NOTICE INVITING TENDER

## ANNEXURE - 2

### CHECK LIST

**NOTE: - Tenderers are required to either fill in or submit separately the following details. No column should be left blank.**

|    |                                                                                                                                                                                                                                                                   |                                          |                           |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------|
| 1  | Name of the Tenderer                                                                                                                                                                                                                                              |                                          |                           |
|    | Address of the Tenderer                                                                                                                                                                                                                                           |                                          |                           |
| 2  | Details about type of the Firm / Company                                                                                                                                                                                                                          |                                          |                           |
| 3a | Details of Contact person for this Tender:<br>Name: Mr. / Ms.<br>Designation:<br>Telephone No:<br>Mobile No:<br>E-mail ID:<br>Fax No:                                                                                                                             |                                          |                           |
| 3b | Details of alternate Contact person for this Tender:<br>Name: Mr. / Ms.<br>Designation:<br>Telephone No:<br>Mobile No:<br>E-mail ID:<br>Fax No:                                                                                                                   |                                          |                           |
| 4  | EMD DETAILS<br>(Remittance of EMD should be in line with Mode of Deposit as detailed in clause 1.9.1 of General Conditions of Contract (Volume-IC Book-II))<br><br><b>a. Cash portion of EMD</b><br>(Minimum Rs. 2 Lakhs)<br><br><b>b. Balance portion of EMD</b> |                                          |                           |
| 5  | Validity of Offer                                                                                                                                                                                                                                                 | To be valid for six months from due date |                           |
|    |                                                                                                                                                                                                                                                                   | <b>Applicability<br/>(By BHEL)</b>       | <b>Bidder's<br/>reply</b> |
| 6  | Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA (ANNEXURE-1)</b> is understood and filled with proper supporting documents referenced in the specified format                                                                                | Not applicable                           |                           |
| 7  | Submission of Audited Balance sheet and profit and Loss Account for the last three years                                                                                                                                                                          | Applicable                               | Yes / No                  |
| 8  | Submission of Copy of PAN Card                                                                                                                                                                                                                                    | Applicable                               | Yes / No                  |
| 9  | Whether all pages of the Tender documents including annexures, appendices etc., are read understood and signed                                                                                                                                                    | Applicable                               | Yes / No                  |
| 10 | Submission of Integrity Pact                                                                                                                                                                                                                                      | Applicable                               | Yes / No                  |

Tender Specification No.: BHEL/PSSR/USTPP/SCT&P/SCT/105

## NOTICE INVITING TENDER

|    |                                                                                                                                                                                                                        |                |          |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|
| 11 | Submission of Offer Forwarding Letter                                                                                                                                                                                  | Applicable     | Yes / No |
| 12 | Submission of Declaration by Authorized Signatory                                                                                                                                                                      | Applicable     | Yes / No |
| 13 | Submission of No Deviation Certificate                                                                                                                                                                                 | Applicable     | Yes / No |
| 14 | Submission of Declaration confirming knowledge about Site Conditions                                                                                                                                                   | Applicable     | Yes / No |
| 15 | Submission of Declaration for relation in BHEL                                                                                                                                                                         | Applicable     | Yes / No |
| 16 | Submission of Non-Disclosure Certificate                                                                                                                                                                               | Applicable     | Yes / No |
| 17 | Submission of Bank Account Details for E-Payment                                                                                                                                                                       | Applicable     | Yes / No |
| 18 | Submission of Capacity Evaluation of Bidder for current Tender                                                                                                                                                         | Applicable     | Yes / No |
| 19 | Submission of Tie Ups / Consortium Agreement are submitted as per format                                                                                                                                               | Not Applicable |          |
| 20 | Submission of Power of Attorney for Submission of Tender / Signing Contract Agreement                                                                                                                                  | Applicable     | Yes / No |
| 21 | Submission of Analysis of Unit rates                                                                                                                                                                                   | Applicable     | Yes / No |
| 22 | Submission of Copy of Organization Chart                                                                                                                                                                               | Applicable     | Yes / No |
| 23 | Submission of Copy of Registration/ Incorporation certificate, Partnership Deed (Certified by Notary Public) as applicable for firm                                                                                    | Applicable     | Yes / No |
| 24 | Submission of Undertaking (as per Annexure-8 to NIT)                                                                                                                                                                   | Applicable     | Yes / No |
| 25 | Submission of Declaration regarding Details of related firms and their area of activities (as per Annexure-9 to NIT)                                                                                                   | Applicable     | Yes / No |
| 26 | Submission of Declaration regarding Minimum Local Content In Line With Revised Public Procurement (Preference To Make In India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s) (as per Annexure-10 to NIT) | Applicable     | Yes / No |
| 27 | Submission of Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017 (as per Annexure-11 to NIT)                                                                                             | Applicable     | Yes / No |

**NOTE:**

1. STRIKE OFF 'YES' OR 'NO', AS APPLICABLE.
2. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.
3. For Sl. No.11 to 21 above, the applicable formats are available in "Volume ID of Volume I Book-II – Forms and Procedures".

**DATE:**

AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)

# NOTICE INVITING TENDER

---

**Annexures 3**

**Void**

# NOTICE INVITING TENDER

---

## ANNEXURE - 4

### **Reverse Auction Process Compliance Form**

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

- M/s. {Service provider
- Postal address}

#### **Sub:Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - 6 within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

**Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.**

# NOTICE INVITING TENDER

---

## ANNEXURE – 5

### **Authorization of representative who will participate in the on line Reverse Auction Process:**

|   |                                                                                             |  |
|---|---------------------------------------------------------------------------------------------|--|
| 1 | NAME OF THE BIDDER                                                                          |  |
| 2 | NAME & DESIGNATION OF OFFICIAL                                                              |  |
| 3 | POSTAL ADDRESS (COMPLETE)                                                                   |  |
| 4 | TELEPHONE NOS. (LAND LINE & MOBILE BOTH)                                                    |  |
| 5 | E-MAIL ADDRESS                                                                              |  |
| 6 | NAME OF PLACE/ STATE/ COUNTRY,<br>WHEREFROM S/HE WILL PARTICIPATE IN<br>THE REVERSE AUCTION |  |

# NOTICE INVITING TENDER

---

## ANNEXURE – 6

**RA price confirmation and breakup**  
***(To be submitted by L1 bidder after completion of RA)***

**To**

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit-  
Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs.{\_\_\_\_ in value & in words \_\_\_\_\_} for item(s) covered under tender enquiry No. {...} dt.{...}**

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {.....} District,{.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {\_\_\_\_ in nos. & in words \_\_\_\_} days.

The price break-up is as given below.

=====

Total- Rs. in value & in words

=====

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

# NOTICE INVITING TENDER

---

**ANNEXURE – 8**

## **UNDERTAKING**

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

**To,**

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

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

**Ref:** NIT/Tender Specification No:

I/We,

---

\_\_\_ declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

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

Place:

Date:

---

Tender Specification No.: BHEL/PSSR/USTPP/SCT&P/SCT/105

# NOTICE INVITING TENDER

**ANNEXURE – 9**

## **DECLARATION**

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

To: \_\_\_\_\_

Address: BHEL , \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

email : \_\_\_\_\_

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members ("Family" shall mean: (a). parent , (b). husband/wife (c). sons/daughters (including adopted children) and their spouse ,(d). full blood siblings (brothers & sisters from common parents) and their spouse) that are doing business/ registered for same item with BHEL, \_\_\_\_\_ (NA, if not applicable)

|     |                                     |  |
|-----|-------------------------------------|--|
| 1   | Material Category/ Work Description |  |
|     | Name of Firm                        |  |
|     | Address of Firm                     |  |
|     | Nature of Business                  |  |
|     | Name of Family Member               |  |
|     | Relationship                        |  |
| 2   | Material Category/ Work Description |  |
|     | Name of Firm                        |  |
|     | Address of Firm                     |  |
|     | Nature of Business                  |  |
|     | Name of Family Member               |  |
|     | Relationship                        |  |
| ... |                                     |  |

***Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.***

Regards,

( \_\_\_\_\_ )

From: M/s \_\_\_\_\_

Supplier Code: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Tender Specification No.: BHEL/PSSR/USTPP/SCT&P/SCT/105**

# NOTICE INVITING TENDER

---

## ANNEXURE – 9A

### DECLARATION

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

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

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

Ref: NIT/Tender Specification No: .....

I/ We, M/s ..... (Name of the bidder) ..... certify the following with reference to the subject Tender.

1) I/ We have not submitted multiple bids, in any of the two formats given below:

- a) individual or proprietorship format and/or
- b) a partnership or association of persons format and/or
- c) a company format wherein,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
  - i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
  - ii. is a Director and / or Key Managerial Personnel of the company which has submitted a bid, or
  - iii. holds more than 10% (ten percent) of voting share capital in and/or is a director and/or Key Managerial Personnel of a holding company of that company which has submitted the bid.

2) None of our Sister/ Associated/ Allied concerns (i.e., a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner) have submitted any other bid for this Tender.

I/We understand that all the bids of a bidder who has submitted multiple bids, in terms of Clause No. 34A of NIT, shall be rejected.

Signature of the AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)

Place:

Date:

---

Tender Specification No.: BHEL/PSSR/USTPP/SCT&P/SCT/105

# NOTICE INVITING TENDER

**ANNEXURE 10**

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

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

-----  
To,  
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

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

**Ref :** 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by \_\_\_\_\_ (specify name of the organization here) has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

...

...

...

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

\*\* - Strike out whichever is not applicable.

**Note:**

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

**Tender Specification No.: BHEL/PSSR/USTPP/SCT&P/SCT/105**

# NOTICE INVITING TENDER

---

## ANNEXURE 11

### **DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

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

-----  
To,  
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

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

**Ref :** 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that \_\_\_\_\_ (specify the name of the organization here), is not from such a country / has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)); and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (attach relevant valid registration, if applicable).

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

**Note:** Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

# NOTICE INVITING TENDER

ANNEXURE – 7

## 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 BHEL/PSSR/USTPP/SCT&P/SCT/105 - Balance works of Package 1: Erection, Testing & Commissioning including Handling of materials at site BHEL stores / storage yard, transporting to site of erection and supply & application of final painting of HT Electrical works for Unit-1 (Main plant) & identified BOP areas of 2 x 660 MW Udangudi Super Critical Thermal Power Project at Tuticorin Dt., Tamil Nadu (hereinafter referred to as "Contract").

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

Tender Specification No.: BHEL/PSSR/USTPP/SCT&P/SCT/105

# NOTICE INVITING TENDER

---

- 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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

*Handwritten signature*

# NOTICE INVITING TENDER

---

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process , terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

## **Section 4 - Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award/ order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be-entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

## **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.



# NOTICE INVITING TENDER

---

## **Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)**

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Subcontractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

## **Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look

## NOTICE INVITING TENDER

---

- into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IE Ms.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

### Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.



# NOTICE INVITING TENDER

## Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

*[Handwritten Signature]*

For & On behalf of the Principal  
(Office Seal)  
**CHELLA RANJITHA**  
**AGM BHEL - PSSR / 2X660 MW**  
**Udangudi STPP,**  
**Kallamozhi, Tiruchendur-628206**

Place: Tiruchendur

Date: 27/06/2024

Witness: *[Handwritten Signature]*  
(Name & Address) \_\_\_\_\_

**K MATHIYALAGAN**  
**MANAGER/ BHEL-PSSR**  
**2X660 MW Udangudi STPP**  
**Kallamozhi, Tiruchendur-628206**

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

Place: \_\_\_\_\_

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

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