

TENDER SPECIFICATION

BHEL: PSSR: SCT: 2041

FOR

Providing Fusion Bonded Epoxy Coating for the Reinforcement
supplied by BHEL for 2X660 MW Ennore SEZ Project at Ash dyke
of North Chennai TPS, Chennai, Tamil Nadu State

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)

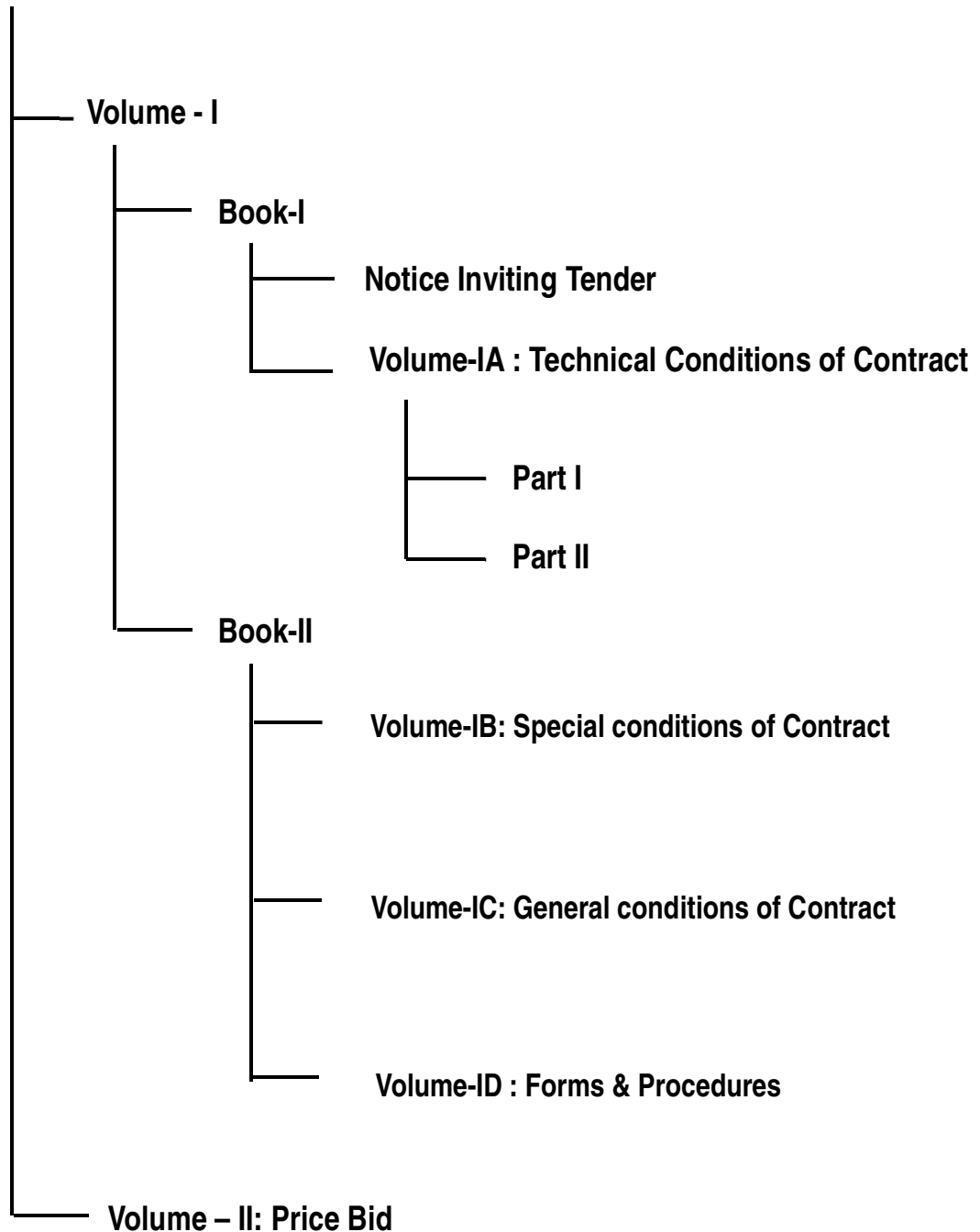
Power Sector – Southern Region

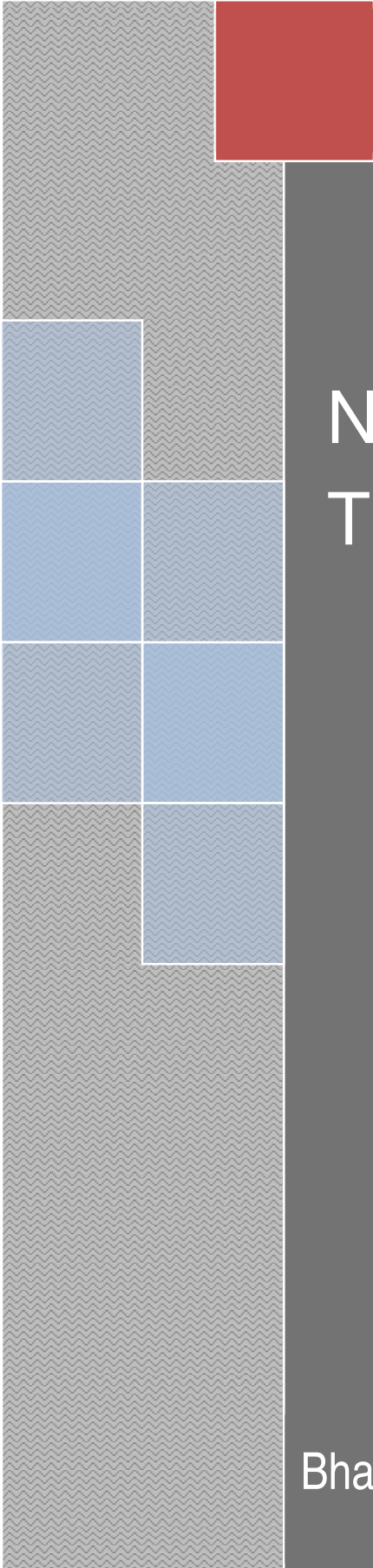
Tek Towers, No. 11, Old Mahabalipuram Road

Okkiyam Thorapakkam, Chennai - 600097

TENDER SPECIFICATION CONSISTS OF

Tender Specification





NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



NOTICE INVITING TENDER

Ref: BHEL: PSSR: SCT: 2041

Date: 03-10-2022

NOTICE INVITING TENDER (NIT)

Note: Bidder may download Tender Documents from websites

To

Dear Sir/Madam

Subject: NOTICE INVITING TENDER

Sealed offers in two part bid system (National Competitive Bidding (NCB)) are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) through E-Procurement Portal <https://eprocurebhel.co.in> only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

Sl. No	ISSUE	DESCRIPTION
i)	TENDER NUMBER	BHEL: PSSR: SCT: 2041
ii)	Broad Scope of job	Providing Fusion Bonded Epoxy Coating for the Reinforcement supplied by BHEL for 2X660 MW Ennore SEZ Project at Ash dyke of North Chennai TPS, Chennai, Tamil Nadu State.
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
B	Volume-IB	Special conditions of Contract
C	Volume-IC	General conditions of Contract
D	Volume-ID	Forms & Procedures
E	Volume-II	Price Schedule (Absolute value).
iv)	Issue of Tender Documents	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://eprocurebhel.co.in) as per schedule below: Start: 05-10-2022, Time: 10.00 Hrs Close: Same as Due date & time of offer submission (Refer Sl. No. v below) Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in)

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iv a)	Bid / Offer Submission start time	Start Date: 10-10-2022, Time: 10.00 Hrs	
v)	Due Date & Time of Offer Submission	Date: 15-10-2022, Time: 10.00 Hrs The bidder should submit their offer online in e-Procurement portal at https://eprocurebhel.co.in . Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website. Hard copy bid or bids through E-mail / fax shall not be accepted.	Applicable
vi)	Opening of Tender	Date: 15-10-2022, Time: 17.00 Hrs Notes: (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. (2) Bidder may witness the opening of tender through e-Procurement portal only.	Applicable
vii)	EMD Amount	- Rs. 15,00,000/- (Rs. Fifteen Lakh Only) - Refer Volume-IC of General Conditions of Contract (Volume-I, Book-II) for mode of payment of Earnest Money Deposit (EMD) -Exemption of EMD for MSEs is not applicable for this tender. -One time EMD is not applicable for this tender.	Applicable
viii)	Cost of Tender	Free	-
ix)	Last Date For Seeking Clarification	Bidders may submit their queries on or before the scheduled date of pre bid discussion along with soft version also, addressing to undersigned & to others as per contact address given below: 1. Mr. Shailendra Kumar BHEL-PSSR, Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam, Thoraipakkam, Chennai – 600097 Tel: +91 44 24589449 Email: athanerey@bhel.in 2. Mr. Sumit Dhar, SDGM/ SCT BHEL-PSSR, Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai – 600097	Applicable

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		Tel: +91 44 24589443 Email: sdhar@bhel.in	
x)	Schedule of Pre Bid Discussion (PBD)	Date: 10-10-2022, Time: 11.00 AM At BHEL: PSSR: Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai - 600097.	Applicable
xi)	Integrity Pact & Details of Independent External Monitor (IEM)	a. Integrity Pact (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: 1. Shri Otem Dai, IAS (Retd.) Email- iem1@bhel.in 2. Shri Bishwamitra Pandey, IRAS (Retd.) Email- iem2@bhel.in 3. Shri Mukesh Mittal, IRS (Retd.) Email – iem3@bhel.in b. The IP as per format given in NIT of this tender is to be submitted (duly signed by the authorized signatory) along with Techno Commercial Bid (Part-1, 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. c. Please refer section- 8 of the IP (refer the format given in NIT) 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 IEMs. All correspondence with the IEMs shall be done through E-mail only. Note: <i>No routine correspondence shall be addressed to the IEM (Phone / Post / E mail) 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 department's officials whose contact details are provided in clause 1 ix) above.</i>	Applicable

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xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com → Tender Notifications→View Corrigendums), Central Public Procurement Portal https://eprocure.gov.in & e-tender portal https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information. This also form part of tender hence the same shall be enclosed with their offer.	
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2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. Rates / Price including discounts / rebates, if any, mentioned anywhere / in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.

3.0 Not Used.

4.0 Unless specifically stated otherwise, bidder shall deposit Earnest Money Deposit (EMD) as mentioned in clause 1.9 in General Conditions of Contract, Volume IC Book II. For Electronic Fund Transfer, the details are as below:-

a) Name of the Beneficiary :- Bharat Heavy Electricals Limited

b) Bank Particulars

- i) Bank Name :- State Bank of India
- ii) Bank Telephone No.(with STD code):- 044 – 2433 0583 / 2433 0407
- iii) Branch Address:- NO.80-A, CHEVALIER SIVAJI GANESAN SALAI, SOUTH BOAG ROAD, T.NAGAR, CHENNAI-600017
- iv) Branch Code :- 00912
- v) 9 Digit MICR Code of the Bank Branch :- 600002045
- vi) Bank Account Number :- 10610819499
- vii) Bank Account Type :- Cash Credit Account
- viii) 11 Digit IFSC Code of Beneficiary Branch:- SBIN0000912
- ix) Details for SFMS (Structured Financial Messaging System) transmission of BG

Bank and Branch	SBI TFCPC Branch
Branch Code	5056
IFSC Code	SBIN0005056

(Note :- In case of E-Tenders, proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.

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- 5.0 Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement site <https://eprocurebhel.co.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://eprocurebhel.co.in>. Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT EMD (in physical form) as mentioned below:

a. Technical Tender (UN priced Tender)

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i). Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 4.0.
- ii). Technical Bid (without indicating any prices).

b. Price Bid:

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

DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

Digital Signing of e-Tender Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & **ENCRYPTION** digital signature certificate (DSC).

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The Requirement:

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate) (**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

BHEL has finalized the e-procurement service Provider:-

NIC PORTAL (<https://eprocurebhel.co.in>)

For E-PROCUREMENT ASSISTANCE & TRAINING, NIC PORTAL HELPDESK CONTACTS AS PER FOLLOWING: -

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052 ; Email Support: support-eproc@nic.in

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

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

Sl. No.	Name	Website Link
1	(n) Code solutions	https://www.ncodesolutions.com/
2	e-Mudhra	https://www.e-mudhra.com/
3	Safescrypt	www.safescrypt.com

Vendors are also requested to go through seller manual available on <https://eprocurebhel.co.in>

- 6.0** Documents to be uploaded & modality of uploading in e-procurement portal <https://eprocurebhel.co.in> shall be as detailed below (All pages to be signed and stamped):

SI No	Description	Remarks
	Techno-Commercial Bid CONTAINING THE FOLLOWING:-	
i.	Covering letter / Offer forwarding letter of Tenderer.	Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.	Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in

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	Note: 1. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be attached along with document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. 2. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding. (i) In case of acceptance of the deviations, appropriate loading shall be done by BHEL (ii) In case of unacceptable deviations, BHEL reserves the right to reject the tender.	
iii.	Supporting documents / annexure / schedules / drawing etc. as required in line with Pre-Qualification criteria. (Technical & Financial) As detailed in Clause No. 24 of NIT, It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact phone no, FAX no, E-mail ID, etc.	Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in
iv.	All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc. pertinent to this NIT.	Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in
v.	Integrity Pact Agreement (Duly signed by the authorized signatory) (As applicable)	Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification / NIT	Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in
vii.	Notice inviting Tender (NIT)	Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in
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)	Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	

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xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED'.	Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in
xiii.	Any other details preferred by bidder with proper indexing.	Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in

Caution to Bidders: -

The duly signed & stamped copies of Volume – I Book I & Volume I Book II are to be attached as a part of your offer, under the form Techno-commercial Bid. Also for any further queries, please refer "Bidder Manual for BHEL Bidders" available at <https://eprocurebhel.co.in>

SI No.	PRICE BID consisting of the following shall be provided as mentioned below	
i	Price/ Total Amount corresponding to the total works as specified in "Part C Bill of Quantities" available in "Volume II – PRICE BID (latest Revision) shall be quoted in the format enclosed as a separate Excel file and uploaded under 'Packet details -> Tender covers -> Finance' (Cover Type Description – Price Bid). Bidders to note that total amount quoted by the bidder in this format shall be considered for evaluation of offer.	Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in

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 for this tender**
- 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.

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- 11.0** For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/ or through e-procurement portal <https://eprocurebhel.co.in>, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0** BHEL may decide holding pre-bid discussion (PBD) with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0** In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc or requirements of different codes / standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages / other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting / submission of offer, else BHEL's interpretation shall prevail.
- 14.0** Unless specifically mentioned otherwise, bidder's quoted price shall deem 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 Integrity Pact is to be submitted by Prime Bidder & Consortium/ Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0** The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-1(as applicable) past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right NOT to consider offers of parties under HOLD.
- 17.0** In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful / Disqualified bidders under intimation to the respective bidders.
- 18.0** Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
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- 19.0 Reverse Auction (RA):** BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction 2021 as available on www.bhel.com on “supplier registration page”) for this tender. RA shall be conducted among the techno-commercially qualified bidders

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

- 20.0** On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer’s acceptance, as applicable.
- 21.0** In case the bidder is an “Indian Agent of Foreign Principals”, ‘Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0** The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0** Consortium Bidding is 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 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.

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

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manner, and with equity.

28.1.2 Commitment by Bidder/ Supplier/ Contractor:

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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 and / or under applicable legal provisions.

29.0 MICRO AND SMALL ENTERPRISES (MSE) – Not Applicable

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 preferences to Class I local supplier, is as defined I 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.

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of this Clause means:-
 - a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - 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

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person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Annexure-11.

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
- 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

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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 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

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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.

34 B Bidder shall submit Declaration as per format provided in Annexure-9A.

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-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

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

For BHARAT HEAVY ELECTRICALS LTD

General Manager / SCT, Purchase, Debtor & Commercial

Enclosure

- (i) Annexure-1: Pre Qualifying criteria.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Certificate by Chartered Accountant (Not applicable for this Tender)
- (iv) Annexure-4: Reverse Auction Process Compliance Form
- (v) Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- (vi) Annexure-6: RA Price Confirmation and Breakup
- (vii) Annexure-7: Integrity Pact
- (viii) Annexure-8: Undertaking as per C4 of Annexure-1 i.e. PQR
- (ix) Annexure-9: Declaration regarding Details of related firms and their area of activities
- (x) Annexure-9A: Declaration One Bid per Bidder as per Clause no. 34A of NIT
- (xi) Annexure-10: Declaration regarding Minimum Local Content in Line with Revised Public Procurement (Preference to Make in India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s)
- (xii) Annexure-11: Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017
- (xiii) Other Tender documents as per this NIT.

NOTICE INVITING TENDER

ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	Providing Fusion Bonded Epoxy Coating for the Reinforcement supplied by BHEL for 2X660 MW Ennore SEZ Project at Ash dyke of North Chennai TPS, Chennai, Tamil Nadu State.		
Tender No.	BHEL: PSSR: SCT: 2041		
Sl. No.	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Applicable	
B	<u>Technical</u> The bidder should have executed the following in the last seven years from the latest due date of bid submission. - The bidder should have executed application of Fusion Bonded Epoxy coating over the reinforcement steel of minimum quantity of 3,700 MT in TWO orders. (OR) - Bidder should have executed application of Fusion Bonded Epoxy coating over the reinforcement steel of minimum quantity of 2,460 MT in ONE single order. Notes: Completion date for achievement of the technical criteria mentioned above should be in the last 7 years ending on	Applicable	

NOTICE INVITING TENDER

	the 'latest date of bid submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the "FY quarter of bid submission". (For e.g. – Work completed on 01.01.2014 shall be considered even if latest date of bid submission is 20.03.2021)		
C C-1	<u>FINANCIAL TURNOVER</u> Bidder must have achieved an average annual financial turnover (Audited) of Rs. 2,25,00,000/- (<i>Rupees Two Crore Twenty-Five Lakh Only</i>) or more in FY 2018-19, 2019-20 & 2020-21.	Applicable	
C-2	<u>NET WORTH</u> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive	Applicable	
C-3	<u>PROFIT</u> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	Applicable	
C-4	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect. (Format as provided in Annexure 8 of NIT)	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per Sl. No 9 of NIT (if applicable)	Not Applicable	By BHEL
E	<u>Approval of Customer (if applicable)</u> <u>Note:</u> Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of	Applicable	BY BHEL

NOTICE INVITING TENDER

	criteria A to D shall be forwarded to customer for their approval.		
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to F	Applicable	BY BHEL
G	Consortium criteria (if applicable)	Not Applicable	
	<u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u> - Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures. - In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three. - If Financial Statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant. - C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for 'C-1' above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated only in case of companies) - C-3:- PROFIT shall be PBT earned during any one year of the three financial years as in 'C-1' above. - For Evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical B1 above, bidder may utilize the experience of its Parent/Subsidiary Company along with its own experience, subject to the following: - The parent company shall have a controlling stake of $\geq 50\%$ in the subsidiary company (as per Format-1). - The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit (SD) equivalent to 1% of the total contract value. - The parent /subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2). - Parent Company/Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.		

NOTICE INVITING TENDER

7. "Completion date for achievement of the technical criteria specified in the Technical' criteria of PQR (as in 'B' above) should be in the last seven years ending on the 'latest date of Bid Submission' of tender irrespective of date of the start of work. Completion date shall be reckoned from the "FY quarter of bid submission". (for e.g. - Work completed on 01.01.2014 shall be considered even if the latest date of bid submission is 20.03.2021)".
8. 'EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.
9. Unless otherwise specified, for the purpose of 'Technical' criteria of PQR (as in 'B' above), the word 'EXECUTED' means:
 - i. "BOILER LIGHT UP" in respect of Boiler/CFBC/ ESP
 - ii. "SYNCHRONISATION" in respect of STG/GTG.
 - iii. 'SPINNING' in respect of HTG
 - iv. "STEAM BLOWING" in respect of Power Cycle Piping
 - v. "HYDRAULIC TEST"/ ANY OTHER EQUIVALENT TEST LIKE "100% RT/UT OF WELDED JOINTS"" of the system in respect of Pressure parts / LP Piping/ CW Piping.
 - vi. "CHARGING" in respect of Power Transformers/ Bus Ducts/ "HT/LT switchgears"/ "HT/LT Cabling".
 - vii. "Achievement of physical Quantities" as per PQRs.
 - viii. "Readiness for Coal Filling" of at least one Bunker in respect of Mill Bunker Structure.
 - ix. "CHARGING OF ATLEAST ONE PASS" in respect of ESP(R&M)
 - x. "GAS IN" in respect of FGD
 - xi. "GAS IN" in respect of HRSG.
 - xii. "FULL LOAD OPERATION OF THE UNIT" in respect of Insulation Work.
 - xiii. For C&I works: "SYNCHRONISATION" in case of power project (excluding Nuclear projects)/ "WORK EXECUTION of the value as defined in PQR" in case of industry & Nuclear projects.
10. Boiler means HRSG or WHRB or any other types of Steam Generator.
11. Critical/Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass.
12. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.
13. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works, (i.e. the certificates enclosed are for composite order for supply and erection of

NOTICE INVITING TENDER

	Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I. 14. Consortium is not permitted for this tender. However, after successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders. 15. The evaluation currency for this tender shall be INR. 16. Wherever the credential submitted for satisfying the Technical PQR is from direct order of BHEL, bidders to ensure that relevant certificate issued by respective contracting department of BHEL is provided as part of the offer. Certificates can be obtained from BHEL by submitting request through online portal i.e. https://siddhi.bhel.in
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Note:

- i) BIDDER SHALL SUBMIT PRE-QUALIFICATION CRITERIA FORMAT DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC. IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.
- ii) Credentials submitted by the Bidder against 'PRE-QUALIFYING CRITERIA' shall be verified for its authenticity. In case, any credential(s) is/are found to be unauthentic, offer of the bidder is liable for rejection. BHEL reserves the Right to Initiate any further action as per extant guidelines for Suspension of Business Dealings.

NOTICE INVITING TENDER

Annexure - 2

CHECK LIST

NOTE : - Tenderers are required to fill in the following details and no column should be left blank. No column should be left blank.

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:		
3.b	Details of alternate Contact person for this Tender Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:		
4	EMD DETAILS <i>(Remittance of EMD should be in line with Mode of Deposit as detailed in Vol 1A, Part-2, Chapter-1)</i> a) Cash portion of EMD – online payment/ DD/ Cheque b) Balance portion of EMD	a. Mode of Remittance: Ref No: Date: Amount: b. Mode of Remittance: Ref No: Date: Amount:	
5	Validity of Offer	To be valid for six months from due date	
		Applicability (By BHEL)	Bidder's reply
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	Yes / No
7	Submission of Audited Balance sheet and profit and Loss Account for the last three years	Applicable	Yes / No
8	Submission of Copy of PAN Card	Applicable	Yes / No
9	Whether all pages of the Tender documents including annexures, appendices etc., are read understood and signed	Applicable	Yes / No

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10	Whether all pages of the offer documents are signed by the person authorized to sign this offer	Applicable	Yes / No
11	Submission of Integrity Pact	Applicable	Yes / No
12	Submission of Offer Forwarding Letter	Applicable	Yes / No
13	Submission of Declaration by Authorized Signatory	Applicable	Yes / No
14	Submission of No Deviation Certificate	Applicable	Yes / No
15	Submission of Declaration confirming knowledge about Site Conditions	Applicable	Yes / No
16	Submission of Declaration for relation in BHEL	Applicable	Yes / No
17	Submission of Non-Disclosure Certificate	Applicable	Yes / No
18	Submission of Bank Account Details for E-Payment	Applicable	Yes / No
19	Submission of Capacity Evaluation of Bidder for current Tender	Applicable	Yes / No
20	Submission of Tie Ups / Consortium Agreement are submitted as per format	Not Applicable	Yes / No
21	Submission of Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable	Yes / No
22	Submission of Analysis of Unit rates	Applicable	Yes / No
23	Submission of unquoted Price Bid (Volume-II Price Bid) without disclosing rates / price	Applicable	Yes / No
24	Submission of Copy of Organization Chart	Applicable	Yes / No
25	Submission of Copy of Registration/ Incorporation certificate, Partnership Deed (Certified by Notary Public) as applicable for firm	Applicable	Yes / No
26	Submission of Undertaking as per clause C4 of Annexure-1 to NIT i.e. PQR (as per Annexure-8 to NIT)	Applicable	Yes / No
27	Submission of Declaration regarding Details of related firms and their area of activities (as per Annexure-9 to NIT)	Applicable	Yes / No
28	Submission of Declaration regarding 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
29	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. For Sl. No.11 to 21 above, the formats are available in "Volume ID of Volume I Book-II – Forms and Procedures" of this tender specification.
3. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Tender Specification No.: BHEL: PSSR: SCT: 2041

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Annexure-3

Certificate by Chartered Accountant on letter head

(applicable upto 31st March'2021 in line with MSME notification no. S.O. 2119 (E), dated 26th June'2020)

Not Applicable for this tender.

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 (Guidelines for Reverse Auction – 2021) 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.

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Annexure – 5

Authorization of representative who will participate in the online Reverse Auction Process:

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

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Annexure – 6

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

To

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit-
Address-}

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

Dear Sir,

We confirm that we have quoted.

Rs.{____in value & in words____} for item(s) covered under tender enquiry No. {...} dt.{...}

Total price of the items covered under above cited 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 – 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: SCT: 2041 - Providing Fusion Bonded Epoxy Coating for the Reinforcement supplied by BHEL for 2X660 MW Ennore SEZ Project at Ash dyke of North Chennai TPS, Chennai, Tamil Nadu State.

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

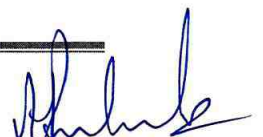
In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process,

Tender Specification No.: BHEL: PSSR: SCT: 2041



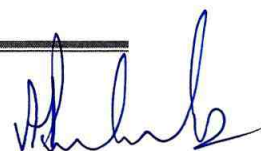
NOTICE INVITING TENDER

provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant 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.



NOTICE INVITING TENDER

- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

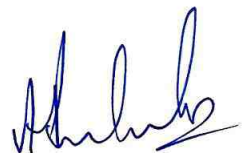
If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 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.



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

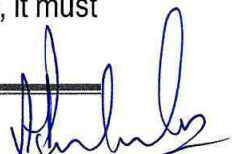
- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must



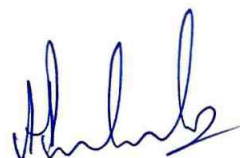
NOTICE INVITING TENDER

be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, 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.



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Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.



For & On behalf of the Principal

अ. पद्मनाभन
A. PADMANABHAN
अपर महाप्रबंधक-उपसंविदा / Addl. General Manager-SCT
बी.एच.ई.एल. पी.एस.एस.आर. (B.H.E.L. - P.S.S.R.)
टेक टावर्स / Tek Towers
नं.11, राजीव गांधी साले, तोरईपाक्कम, ओ.एम.आर., चेन्नै - 600 097
No.11, Rajiv Gandhi Salai, Thoraipakkam, OMR, Chennai - 600 097

Place Chennai

Date _____

For & On behalf of the Bidder/ Contractor

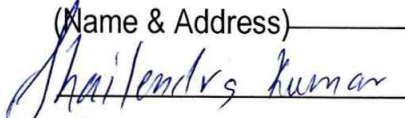
(Office Seal)

Place _____

Date _____

Witness: 

(Name & Address) _____


SE BHEL PSSR

Witness: _____

(Name & Address) _____

Tender Specification No.: BHEL: PSSR: SCT: 2041

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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:

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 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	
...		

The term "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

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

Regards,

(_____)

From: M/s _____
Supplier Code: _____
Address: _____

NOTICE INVITING TENDER

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:

NOTICE INVITING TENDER

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)**

(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 04th June, 2020 and subsequent Orders)

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

We hereby certify that the items/works/services offered by **(SPECIFY ORGANIZATION NAME 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.

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:

1. Bidders to note that if the 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 further action in accordance with law and as per BHEL guidelines.