

**TENDER SPECIFICATION
BHEL PSSR SCT 2249**

FOR

Pre-bid tie up for Operation and Maintenance of (Mechanical, Electrical and C&I) Ash Handling Plant and Coal Handling Plant of Stage-I (Units 1 and 2) and Stage II (Units 3 and 4) of Yadadri Thermal Power Plant including housekeeping for a period of six months from the date of commencement for Stage I (Unit 1 and 2) and from date of completion of trial operation after COD for stage II (Units 3 and 4) under supervision of TG GENCO/BHEL.

VOLUME-I BOOK-I



BHARAT HEAVY ELECTRICALS LIMITED

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

Book- I Consists of

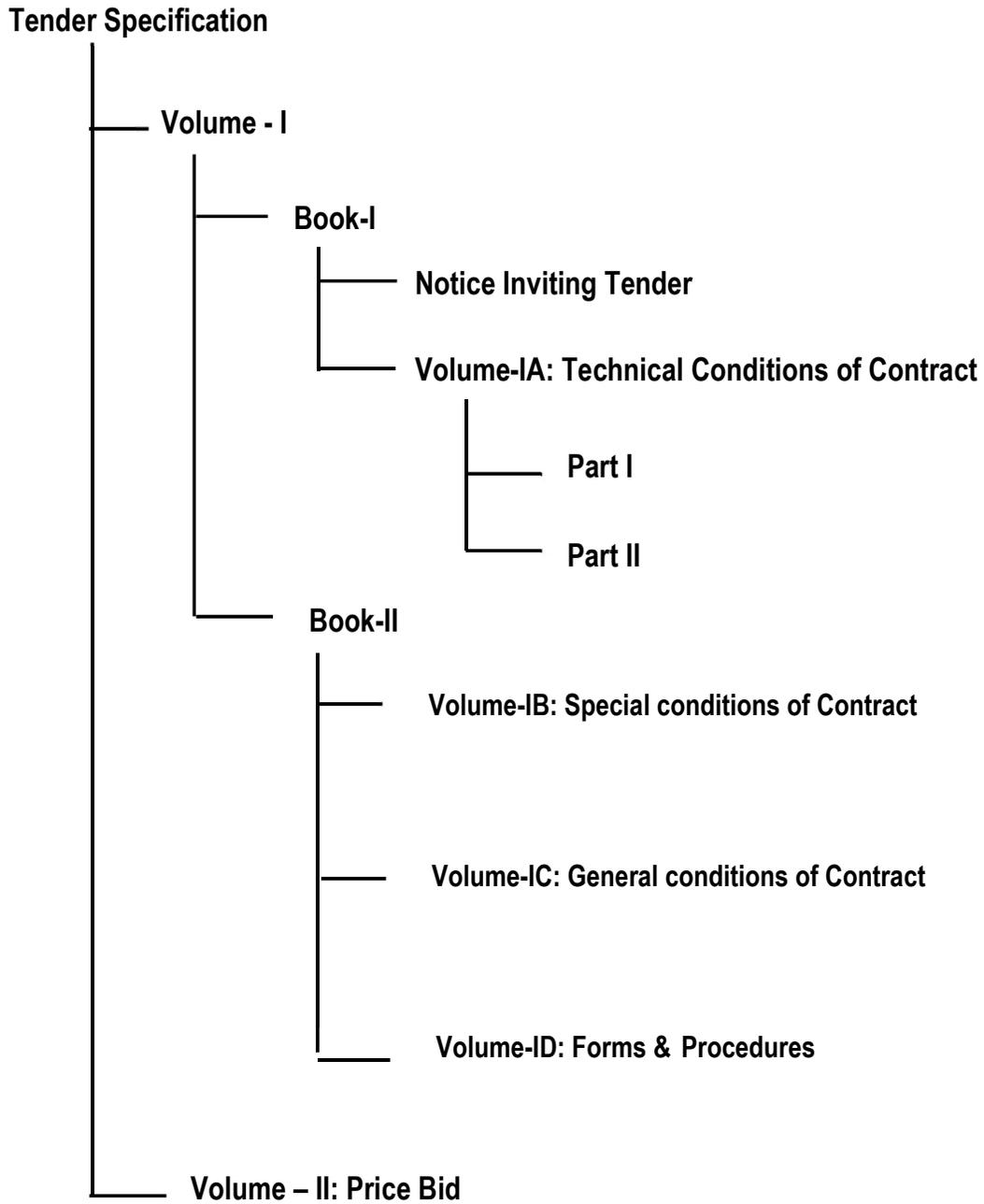
- Notice Inviting Tender
- Volume-IA: Technical Conditions of Contract

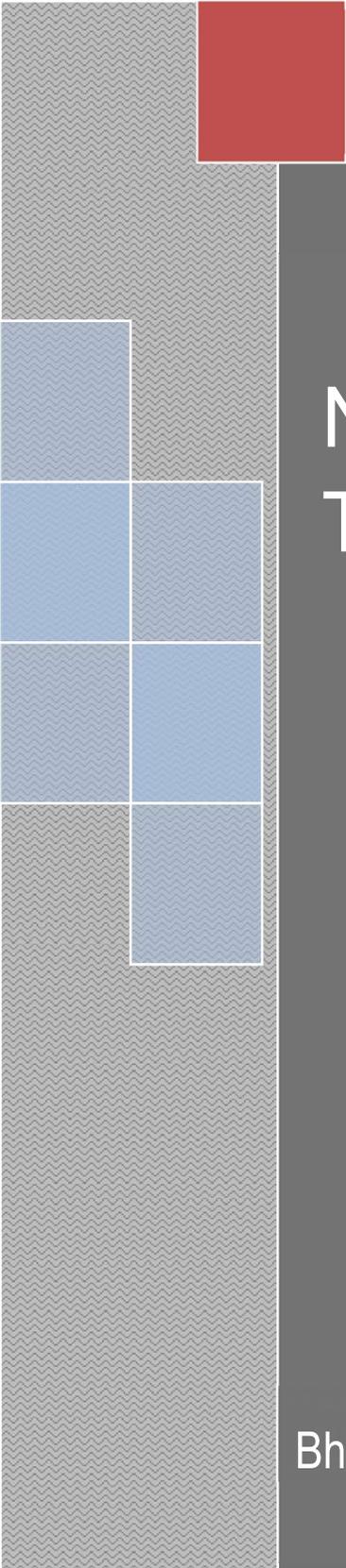
Book-II consists of

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

(A Government of India Undertaking)
Power Sector – Southern Region
BHEL Integrated Office Complex, TNEB Road,
Pallikaranai, Chennai -600100

TENDER SPECIFICATION CONSISTS OF





NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



NOTICE INVITING TENDER

Ref: BHEL: PSSR: SCT: 2249

Date: 04.03.2026

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 (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 **PRE-BID TIE** up of the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document.

Bidder to note the following:

Non-Disclosure Agreement (NDA):

Format of Non- Disclosure Agreement (NDA) can be downloaded by the Prospective Bidders through the link provided in the NIT of this Tender published at website: <https://eprocurebhel.co.in>

- 1) Void
- 2) Prospective Bidder who wishes to download the complete tender document is required to execute a Non- Disclosure Agreement (NDA) to get access to tender document. Submission of duly signed Non-Disclosure Agreement (NDA) by authorized signatory holding Power of Attorney sealed on each page strictly as per the format attached with this NIT, without any deviation, is mandatory, failing which Prospective Bidder will not be able to access the Tender Document.
- 3) In addition to the Non-Disclosure Agreement (NDA), prospective bidder has to furnish Power of Attorney (PoA), in favour of the authorized signatory, clearly specifying that the personnel is authorized to sign the NDA and e- sign/physically sign bid documents on behalf of the Company/Firm.
- 4) Prospective Bidder has to upload the signed and stamped Non-Disclosure Agreement (NDA) online along with PoA in favour of authorized signatory only in <https://eprocurebhel.co.in>.
- 5) Only upon submission/uploading of the Non-Disclosure Agreement (NDA) and PoA, the Prospective Bidder shall be given access to view/download the Tender Document available on the CPPP website <https://eprocurebhel.co.in>. Bidder not

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signing the NDA or submitting the PoA in favour of authorized signatory shall not be given access to download the Tender document.

- 6) After obtaining the Technical details/Specifications/Drawings, Bidders are required to check and submit undertaking in their offer that they have received complete Technical details/Specifications/Drawings as per Sl No. iii) of 1.0 Salient Features of NIT.

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: 2249	
ii)	Broad Scope of job	Pre-bid tie up for Operation and Maintenance of (Mechanical, Electrical and C&I) Ash Handling Plant and Coal Handling Plant of Stage-I (Units 1 and 2) and Stage II (Units 3 and 4) of Yadadri Thermal Power Plant including housekeeping for a period of six months from the date of commencement for Stage I (Unit 1 and 2) and from date of completion of trial operation after COD for stage II (Units 3 and 4) under supervision of TG GENCO/BHEL	
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
iv)	Issue of Tender Documents	<p>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:</p> <p>Start: March 04, 2026, Time: 15:00 Hrs</p> <p>Closes: Same as Due date & time of offer submission (Refer Sl. No. v below)</p> <p>Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/)</p>	Applicable
iv a)	Bid / Offer Submission start time	Start Date: March 04, 2026, Time: 15:00 Hrs	

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v)	a) Last date for submission of NDA	Last date for submission of NDA: March 07,2026, Time: 16:30 Hrs	
vi)	Due Date & Time of Offer Submission	<p>Date: March 09, 2026, Time: 11:00 Hrs</p> <p>Place: The bidder should submit their offer online in e-Procurement portal at https://eprocarebhel.co.in only.</p> <p>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</p> <p>Hard copy bids or bids through E-mail / fax shall not be accepted.</p>	Applicable
vii)	Opening of Tender	<p>Date: March 09, 2026, Time: 17:00 Hrs</p> <p>Notes:</p> <ol style="list-style-type: none"> 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 depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only. 	Applicable
viii)	EMD Amount	Rs. 20,00,000/- Exemption of EMD for MSEs/SHG/START-up is applicable.	
ix)	Cost of Tender	Free	
x)	Last Date for Seeking Clarification	<p>Bidders may submit their queries on before the scheduled date of pre-bid meeting along with soft version also, addressing to undersigned & to others as per contact address given above.</p> <ol style="list-style-type: none"> 1. Mr. Moses Prashanth Kumar, Manager / SCT BHEL- PSSR BHEL Integrated Office Complex, TNEB Road Pallikaranai, Chennai – 600100 Mobile: +91 9676144131 Email: mprashanth@bhel.in 1. Mr. S Rajan, Sr. Dy. General Manager/ SCT BHEL- PSSR BHEL Integrated Office Complex, TNEB Road Pallikaranai, Chennai – 600100 	Applicable

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		Mobile: +91 9444947722 Email: rajans@bhel.in													
xi)	Schedule of Pre-Bid Discussion (PBD)	Date: March 05, 2026, Time: 11:00 Hrs At BHEL- PSSR, BHEL Integrated Office Complex, TNEB Road, Pallikaranai, Chennai – 600100. (Based on bidder request, pre-bid discussion may be conducted through Video Conferencing)	Applicable												
xii)	Integrity Pact & Details of Independent External Monitor (IEM)	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. <table border="1" style="margin: 10px auto; width: 80%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">SI. No</th> <th style="text-align: center;">IEM</th> <th style="text-align: center;">IEM's Email</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Dr. Sarat Kumar Acharya, Ex-CMD, NLC</td> <td style="text-align: center;">iem1@bhel.in</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Shri R. Mukundan, IRPS (Retd.)</td> <td style="text-align: center;">iem2@bhel.in</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Shri Madan Lal Meena, IAS (Retd.)</td> <td style="text-align: center;">iem3@bhel.in</td> </tr> </tbody> </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>	SI. No	IEM	IEM's Email	1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in	2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in	3	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in	Applicable
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1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in													
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3	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in													

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		<p><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 below:</i></p> <p>Details of contact person(s):</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"> Mr. Moses Prashanth Kumar - Sr. Manager/SCT. General Manager/SCT & BHEL PSSR CHENNAI Mobile:9676144131 Email: mprashanth@bhel.in </td> <td style="width: 50%;"> Mr. S Rajan - Sr. Dy. General Manager/SCT & BHEL Purchase. BHEL PSSR CHENNAI Mobile:9444947722 Email: rajans@bhel.in </td> </tr> </table>	Mr. Moses Prashanth Kumar - Sr. Manager/SCT. General Manager/SCT & BHEL PSSR CHENNAI Mobile:9676144131 Email: mprashanth@bhel.in	Mr. S Rajan - Sr. Dy. General Manager/SCT & BHEL Purchase. BHEL PSSR CHENNAI Mobile:9444947722 Email: rajans@bhel.in	
Mr. Moses Prashanth Kumar - Sr. Manager/SCT. General Manager/SCT & BHEL PSSR CHENNAI Mobile:9676144131 Email: mprashanth@bhel.in	Mr. S Rajan - Sr. Dy. General Manager/SCT & BHEL Purchase. BHEL PSSR CHENNAI Mobile:9444947722 Email: rajans@bhel.in				
xiii)	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (http://www.bhel.com → Tender Notifications → View Corrigendums), Central Public Procurement portal (https://eprocure.gov.in) & on 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.</p>			

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 – 29530724,044-29530803

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iii). Branch Address:	SBI SME Guindy Branch 004327, No 65-A, G.S.T. ROAD, GUINDY, CHENNAI, TAMILNADU-600032.
iv). Branch Code:	04327
v). MICR Code of the Bank Branch:	600002114
vi). Bank Account Number:	10610819499
vii). Bank Account Type:	Cash Credit Account
viii). IFSC Code of Beneficiary Branch:	SBIN0004327
ix). Details for SFMS (Structured Financial Messaging System) transmission of BG.	
Bank and Branch:	SBI TFPCPC 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).

- 5.0 **P** **rocedure 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 / Bid Security Declaration (as applicable).
- 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

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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).

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>)

The contact details of the service provider are given below:

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

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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:

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

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iv.	All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc. pertinent to this NIT.	Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in .
v.	Integrity Pact Agreement (Duly signed by the authorized signatory) (As applicable)	Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in .
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/ NIT	Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in .
vii.	Notice inviting Tender (NIT)	Refer "Bidders Manual Kit" 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 "Bidders Manual Kit" available at https://eprocurebhel.co.in .
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED')	Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in .
xiii.	Any other details preferred by bidder with proper indexing.	Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in .
<p>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. For any further queries, Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in.</p>		

Sl No	Description	Remarks
	PRICE BID consisting of the following shall be provided as mentioned below	
I	<p>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 named 'Format to quote Total Amount' available in e-Procurement portal under 'Packet details -> Tender covers -> Finance '(Cover Type Description – Price Bid).</p> <p>Bidders to note that total amount quoted by the bidder in this format shall be considered for evaluation of offer.</p>	Refer "Bidders Manual Kit" available at https://eprocurebhel.co.in .

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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 VOID
- 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.
- 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 be 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.

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- 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.
- 19.0 **Reverse Auction (RA): NOT APPLICABLE**
- 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.

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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.
- 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)** – Bidder to submit Annexure 12 and relevant documents reg. their MSE status. Bidders to note that Technical and Financial PQR relaxation for MSEs / Self Help Group (SHG) / Start-up is 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 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

NOTICE INVITING TENDER

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 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.

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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:

- (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.

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.

34A 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

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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 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.

34B 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**

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- 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 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 Suvidha Portal:

For goods / works / services on Indian Suppliers / Contractors: Irrespective of the value of the invoice amount, the supplier/ contractor should necessarily upload the invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to despatch/raising invoice. All documents as per contract checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs in case the requirement for digitally signed invoice is not explicitly mentioned in the contract checklist. The Invoice will not be accepted in absence of the above.

36.0 Grievance Redressal Mechanism:

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

1. **First Level:** Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.
2. **Second Level:** If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.

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37.0 MODE OF AWARD FOR PRE-BID TIE- UP TENDER

- 37.1 BHEL intends to have a pre-bid tie-up for Operation and Maintenance of (Mechanical, Electrical and C&I) Ash Handling Plant and Coal Handling Plant of Stage-I (Units 1 and 2) and II (Units 3 and 4) of Yadadri Thermal Power Plant including housekeeping for a period of six months from the date of commencement for Stage I (Unit 1 and 2) and from date of completion of trial operation after COD for stage II (Units 3 and 4) under supervision of TG GENCO/BHEL
- 37.2 BHEL shall enter into MOU with successful bidder (i.e., L1 bidder, meeting the Pre-Qualification Requirements as per this NIT) for Pre-Bid tie up with a condition that the work will be awarded to L1 bidder in case BHEL gets the order from customer. The bidder(s) shall submit a declaration towards signing the aforesaid MOU, along with their bid.
- 37.3 BHEL will submit the bid to TG GENCO in their name. The MOU Price for the tendered scope of works will be finalized after mutual discussion and agreement, if required, and incorporated in BHEL's composite bid to TG GENCO.
- 37.4 The successful bidder shall also furnish a Bid bond in the form of Bank Guarantee (or other instruments specified in extant GCC under the clause for Security deposit) to the extent of 1 % (one percent) of the value of works covered by the MOU within 7 days of signing the MOU.
- 37.5 In the event of any price reduction during negotiation by BHEL with TG GENCO, due to any changes in scope or specifications or any other aspects, the bidder shall have to give the corresponding reduction in their final offer submitted to BHEL.
- 37.6 In the event of any changes later in TERMS & CONDITIONS of order from TG GENCO, such as changes in Completion schedule, LD/Penalty, Warranty/Guarantee/Defects Liability period, BHEL shall also make corresponding changes in the MOU/ firm order, and is binding on the part of Bidder(s).
- 37.7 After receipt of order from Customer, the MOU shall be converted in to a contract.

38.0 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

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time to time shall also be applicable.

For and on behalf of BHARAT HEAVY ELECTRICALS LTD

General Manager / SCT & Purchase

Enclosure:

- (i) Annexure-1: Pre-Qualifying criteria.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: VOID
- (iv) Annexure-4: VOID
- (v) Annexure-5: VOID
- (vi) Annexure-6: VOID
- (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 regarding One Bid per Bidder (as per Clause No 34 A)
- (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) Annexure-12: Declaration for status of MSMEs
- (xiv) ANNEXURE-13: DECLARATION FOR MEMORANDUM OF UNDERSTANDING
- (xv) ANNEXURE-14: FORMAT for NDA
- (xvi) Other Tender documents as per this NIT.

NOTICE INVITING TENDER

ANNEXURE - 1

PRE-QUALIFYING CRITERIA

JOB	Pre-bid tie up for Operation and Maintenance of (Mechanical, Electrical and C&I) Ash Handling Plant and Coal Handling Plant of Stage-I (Units 1 and 2) and Stage II (Units 3 and 4) of Yadadri Thermal Power Plant including housekeeping for a period of six months from the date of commencement for Stage I (Unit 1 and 2) and from date of completion of trial operation after COD for stage II (Units 3 and 4) under supervision of TG GENCO/BHEL
Tender No.	BHEL PSSR SCT 2249

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	Technical Refer Annexure 1A	Applicable	
C: C-1	FINANCIAL Turnover Bidders must have achieved an average annual financial turnover (Audited) of Rs. 12,00,00,000/- (Rupees Twelve Crore only) or more over in the last three Financial years (FYs), i.e., FY 2022-2023, 2023-2024 & 2024-25	Applicable	
C-2	Net Worth (Only in case of companies) of the bidder should be positive. Note: Net worth shall be calculated based on the latest Audited Accounts as furnished for 'C-1' above. Note: Net worth = Paid up share capital + Reserves	Applicable	

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C-3	<p>Profit</p> <p>Bidder must have earned profit in any one of the Five financial years as applicable in the last Five financial years preceding the present (i.e. 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25). Bidders to submit audited Balance Sheet and Profit & Loss Statement for the year as supporting documents. Note: PROFIT shall be PBT earned during any one year of last five financial years.</p>	Applicable	
C-4	<p>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. (As per Format provided at Annexure-8 to this NIT).</p>	Applicable	
D	<p>Assessment of Capacity of Bidder</p>	NOT Applicable	
E	<p>Approval of Customer</p> <p>Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.</p>	Applicable	By BHEL
F	<p>Price Bid Opening</p> <p>Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E</p>	Applicable	By BHEL
G	<p>Consortium criteria</p>	Not Applicable	
<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <ol style="list-style-type: none"> 1. 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. 2. 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. 3. 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. 4. 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) 5. C-3:- PROFIT shall be PBT earned during any one year of last five financial years. 6. Completion date for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission of Tender irrespective of the date of the start of work. Completion date shall be reckoned from the "FY quarter 			

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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)".

7. '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.
8. Consortium is not applicable for this tender. However, for the purpose of evaluation, 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.
9. The evaluation currency for this tender shall be INR.
10. 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://suvidha.bhel.in/suvidha/>

11. VOID

1. BIDDER SHALL SUBMIT ABOVE 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.
2. Credentials submitted by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings

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ANNEXURE-1A

B. PRE-QUALIFICATION CRITERIA / REQUIREMENT – Technical

B.1 The bidder should have executed Similar works within the last 7 (Seven) years from the latest date of Bid submission as per the following

1.1 Single (01) order, of executed value not less than Rs. 33 crores.

OR

1.2 Two (02) orders, each of executed value not less than Rs. 20 crores.

OR

1.3 Three (03) orders, each of executed value not less than Rs. 16 crores.

Note : Similar works above means : Operation & Maintenance (Mechanical, Electrical and C&I) of Ash handling Plant or Coal handling plant or combined package of both Ash handling plant and coal handling plant. Allied housekeeping works covered under the above works shall also be considered for value of works.

(or)

Design, Supply, Erection and Commissioning as OEM/ OES of Ash handling Plant or Coal handling plant or combined package of both Ash handling plant and coal handling plant.

(and)

B.2 The bidder should have executed the following within the last 7 years from the latest date of Bid submission.

2.1 Simultaneous 'Operation and Maintenance' of Coal Handling Plant of least two Units of 500 MW each in same thermal power plant, in a period of concurrent 12 months.

(and)

Simultaneous 'Operation and Maintenance' of Ash Handling Plant of at least two Units of 500 MW which includes wet and dry ash system, in any Thermal Power Plant in a period of concurrent 12 months.

(OR)

2.2 Design, Supply, Erection and Commissioning of Coal Handling plant for two units of minimum 500 MW each in the same thermal power plant on EPC basis and the Units should have achieved Trial operation within the past 7 years.

(and)

Design, Supply, Erection and Commissioning of Ash Handling plant for two units of minimum 500 MW each in the same thermal power plant on EPC basis and the Units should have achieved Trial operation within the past 7 years.

Notes :

- o Completion Date for achievement of the technical criteria specified above should be in the last 7 years ending on the latest date of Bid Submission of tender irrespective of date of start of works. 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)".

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- Executed means, the Bidder should have achieved the technical criteria specified even if the contract has not been completed or closed.

Value of work is to be updated as per the procedure given below.

Value of work is to be updated with indices for “All India Average Consumer Price Index for Industrial workers” and “Monthly Whole Sale Price Index for All Commodities” with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula.

$$P = R + 0.425 \times R \times (XN - X0) / X0 + 0.425 \times R \times (YN - Y0) / Y0$$

Where,

P = Updated value of work

R = Value of executed work

XN = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

X0 = All India Avg. Consumer Price index for industrial workers for last month of work execution

YN = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar- 17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

Y0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution

- Consortium Bidding is not allowed in this tender.
- For above mentioned Technical Pre-Qualification Criteria, Bidder has to satisfy the conditions on its own. Parent/Subsidiary company credentials shall not be considered.
- Contract Order copies, Completion certificate, relevant documents from the End Customer (Owner) satisfying the above-mentioned criteria are to be submitted along with the bid.
- Bidder to submit all supporting documents in English, if documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.

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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: Name: Mr. / Ms. Designation: Telephone No: Mobile No: E-mail ID: Fax No:		
3b	Details of alternate Contact person for this Tender: Name: Mr. / Ms. Designation: Telephone No: Mobile No: E-mail ID: Fax No:		
4	EMD DETAILS (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)) a. Cash portion of EMD (Minimum Rs 2 Lakhs) 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-1) 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
10	Whether all pages of the offer documents are signed by the person authorized to sign this offer	Applicable	Yes / No

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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 as per format	Not Applicable	
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 One Bid per Bidder (as per Clause No 34 A of NIT, Annexure-9A)	Applicable	Yes / No
29	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
30	Submission of Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017 (as per Annexure-11 to NIT)	Applicable	Yes / No
31	Submission of Declaration for Status of MSME (as per Annexure-12)	Applicable	Yes / No
32	Format FOR DECLARATION FOR MEMORANDUM OF UNDERSTANDING (Annexure -13)	Applicable	Yes / No
33	Format for NDA (Annexure-14 to this NIT)	Applicable	Yes / No

NOTE:

1. STRIKE OFF 'YES' OR 'NO', AS APPLICABLE.
2. For Sl. No.12 to 22 above, the applicable 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: 2249

NOTICE INVITING TENDER

Annexure-3

Void

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NOTICE INVITING TENDER

Annexure-4

VOID

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Annexure – 5

VOID

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Annexure – 6

VOID

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ANNEXURE - 7

INTREGITY 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 2249 - Pre-bid tie up for Operation and Maintenance of (Mechanical, Electrical and C&I) Ash Handling Plant and Coal Handling Plant of Stage-I (Units 1 and 2) and II (Units 3 and 4) of Yadadri Thermal Power Plant including housekeeping for a period of six months from the date of commencement for Stage I (Unit 1 and 2) and from date of completion of trial operation after COD for stage II (Units 3 and 4) under supervision of TG GENCO/BHEL** (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.
 - 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.



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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.

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



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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. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 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.

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 a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 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 on receipt of any complaint by them from the bidder(s).
- 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.

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- 8.5 The role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 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.
- 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. 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.

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



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original intentions.

- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as per the terms & conditions of the Contract.



For & On behalf of the Principal
(Office Seal)

Moses Prashanth Kumar
Sr. Manager /
Subcontracting

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

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____

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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: BHEL PSSR SCT 2249

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: SCT: 2249

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: _____

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: BHEL PSSR SCT 2249

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: SCT: 2249

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 Order(s)

Ref: 1) NIT/Tender Specification No: BHEL PSSR SCT 2249
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.

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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: BHEL PSSR SCT 2249,
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.

Tender Specification No.: BHEL: PSSR: SCT: 2249

NOTICE INVITING TENDER

Annexure – 12

DECLARATION

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

To

Bharat Heavy Electricals Limited
Power Sector Southern Region
BHEL Integrated Office Building
TNEB Road, Pallikaranai,
Chennai 600 100, Tamil Nadu

Dear Sir / Ma'am,

Sub: Declaration for status of MSMEs

Ref:

- 1) Bid Specification No:
- 2) Tender No: BHEL PSSR SCT 2249

I/ We, _____ hereby Submitted documentary evidence/ Govt. Certificate etc. in support of the MSMEs Status with following details:

MSME Certificate No/ Udyam No	Type under MSME	Women Owned	SC/ST Owned	OBC Owned	General Owned	Remarks
	Micro					
	Small					
	Medium					

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSME category.

Yours faithfully

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

Date:

Place:

Tender Specification No.: BHEL: PSSR: SCT: 2249

NOTICE INVITING TENDER

ANNEXURE-13

BIDDER'S DECLARATION FOR MEMORANDUM OF UNDERSTANDING
(To be typed and submitted in the Letter Head of the Company/ Firm of Bidder).

I / WE _____ DECLARE THAT WE AGREE TO EXECUTE MOU WITH BHEL IN THE ENCLOSED FORMAT WITHOUT ANY FURTHER CONDITIONS IF WE BECOME SUCCESSFUL BIDDER IN THE SUBJECT TENDER (BHEL PSSR SCT 2246) FOR PRE-BID TIE UP ON BACK TO BACK BASIS FOR OPERATION AND MAINTENANCE OF (MECHANICAL, ELECTRICAL AND C&I OF ASH HANDLING PLANT AND COAL HANDLING PLANT OF STAGE I (UNIT 1 AND UNIT 2) AND STAGE II (UNIT 3 AND UNIT 4) OF YADADRI THERMAL POWER PLANT- INCLUDING HOUSEKEEPING FOR A PERIOD OF 6 MONTHS FROM THE DATE OF COMMENCEMENT FOR STAGE I (UNIT 1 AND UNIT 2) AND FROM DATE OF COMPLETING TRIAL OPERATION AFTER COD FOR STAGE II (UNIT 3 AND UNIT 4) UNDER SUPERVISION OF TG GENCO / BHEL

FOR AND BEHALF OF

M/S _____

(SIGNATURE WITH OFFICIAL SEAL)

ANNEXURE-14 of NIT

CONFIDENTIALITY, NON-DISCLOSURE AND LIMITED USE AGREEMENT

MADE BETWEEN

BHARAT HEAVY ELECTRICALS LIMITED

AND

WITH EFFECTIVE DATE:

CONFIDENTIALITY, NON-DISCLOSURE AND LIMITED USE AGREEMENT

This Confidentiality, Non-disclosure and Limited Use Agreement (hereinafter referred to as “**this Agreement**”), is made and entered into by and between:

BHARAT HEAVY ELECTRICALS LIMITED (a Maharatna Public Sector Undertaking of Government of India), a company incorporated under the Companies Act, 1956 and having its Registered Office at ‘BHEL House’ Siri Fort, NEW DELHI-110049 and one of its regional offices at Power Sector – Southern Region, BHEL Integrated Office Complex, TNEB Road, Pallikaranai, Chennai – 600100, hereinafter referred to as the “**First Party**”,

and

_____ hereinafter referred to as the “**Second Party**”, which shall include, its successors and permitted assigns.

First Party and the Second Party are referred to jointly as the “**Parties**” and individually as the “**Party**”.

WHEREAS, the parties are exploring possibility of business relationship in respect of executing Operation and Maintenance works of CHP and AHP at Stage I (Unit 1 and Unit 2) and Stage II (Unit 3 and Unit 4);

AND WHEREAS the Second Party is desirous of submitting its offer in respect of the Business Scope;

AND WHEREAS, in furtherance of the potential business relationship, it is necessary or otherwise desirable that the First Party provides to the Second Party, or the Second Party has or will have access to, valuable First Party proprietary and confidential information, materials or other things and/or trade secrets.

NOW, THEREFORE, in consideration of the Business Scope and the mutual covenants herein, the Parties agree as follows:

DEFINITIONS

“Business Scope” means Operation and Maintenance of (Mechanical, Electrical and C&I) Ash Handling Plant and Coal Handling Plant of Stage-I (Units 1 and 2) and II (Units 3 and 4) of Yadadri Thermal Power Plant including housekeeping for a period of six months from the date of commencement for Stage I (Unit 1 and 2) and from date of completion of trial operation after COD for stage II (Units 3 and 4) under supervision of TG GENCO/BHEL.

It is agreed by the Parties that the scope of Business may become more broad or narrow or be otherwise amended in the course of Parties’ discussions, negotiations, and/or performance under the definitive contracts, purchase orders or other agreements.

“Confidential Information” means any and all trade secrets, technical and commercial information or otherwise proprietary information, materials or other things of First Party including, but not limited to, marketing, outsourcing, sales and service strategies, plans, contracts or agreements; samples, product specifications and processes; manufacturing methods; product development information; engineering information, drawings, files and databases, designs, technical specifications, manuals, training and promotional materials; intellectual property rights, assets and plans; price lists and cost statistics; production and delivery schedules; accounting information and other documentation, files, materials, things and information in whatever form (whether written or verbal, software or hardware, digital or electronic) and whether or not marked, designated or identified as trade secret, confidential or proprietary.

Confidential Information may or may not directly relate to the Business Scope.

Any and all copies, extracts, analyses, compilations, data, studies, summaries, samples, goods, test results or other documents, files, materials, things or information prepared by or on behalf of the Second Party, which are derived from or are based upon the Confidential Information or which result from or arises out of the evaluation or use of the Confidential Information, are also deemed to constitute Confidential Information.

“Effective Date” is the date set forth on the header page of this Agreement.

EXCLUDED INFORMATION

- is or becomes publicly known; without any breach of any non-disclosure, non-use or other confidentiality obligations; or

Restrictions and obligations of this Agreement shall not apply to any otherwise Confidential Information, which:

-
- was developed independently by the Second Party as proven by its written records; or
 - is produced or otherwise disclosed by the Second Party to satisfy mandatory demand by a competent court, stock exchange or governmental body provided, however, that in these circumstances the Second Party shall advise the First Party prior to such production or disclosure so that First Party has an opportunity to defend, limit or protect against such production or disclosure.

DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION

First Party may disclose to the Second Party such Confidential Information, which First Party will decide, in its sole discretion, to be desirable in connection with the Business Scope.

The Parties acknowledge that the Confidential Information of First Party is or may be a valuable, special and unique asset belonging to First Party. The Second Party undertakes and agrees not, without a prior written consent of the First Party, to (i) disclose or (ii) hand over to any unauthorized third party or to (iii) utilize, exploit, reproduce, copy or otherwise use (or permit the same), any Confidential Information for any reason or purpose whatsoever other than the agreed Business Scope.

The Second Party shall keep the Confidential Information strictly confidential, using the same degree of care to prevent disclosure as the Second Party employs with its own highly valued and confidential information, including its trade secrets, but never less than a reasonable degree of care. The Second Party shall comply with First Party's instructions (if submitted) with respect to information security procedures. The Second Party shall be permitted, to disclose the Confidential Information, on a limited need-to-know basis only, to its directors, officers, employees, affiliated entities, professional advisers, and subcontractors and other authorized representatives provided that such recipients have undertaken to at least substantially similar and no less restrictive confidentiality, non-disclosure and non-use obligations as set forth in this Agreement.

REMEDIES

The Second Party shall be fully responsible for, and shall indemnify First Party against, any breach of confidentiality, non-disclosure and non-use obligations of the Second Party and of Second Party's directors, officers, employees, affiliates, advisers, Second Party's subcontractors and other representatives and the resulting loss, damage, cost or expense arising out of such violation of this Agreement. The Second Party shall keep records of, and shall promptly upon First Party's request identify in writing those of its directors, officers, employees, affiliates, advisers, Second Party's subcontractors and other representatives and other authorized representatives to whom the Confidential Information is disclosed.

The Second Party agrees that any breach of this Agreement will cause irreparable injury to First Party for which money damages may not be sufficient remedy to protect First Party. In the event of such breach, the Second Party agrees that in addition to any rights and remedies otherwise available to First Party, First Party shall be entitled to seek equitable relief, including also a temporary restraining order and/or an injunction and/or specific performance (each of them: a "Court Order").

First Party shall be entitled to recover from the Second Party any of its costs and expenses, and also its attorney's fees on a full indemnity basis, incurred by First Party in enforcing any of the terms of this Agreement.

TITLE AND OTHER RIGHTS TO CONFIDENTIAL INFORMATION

Nothing in this Agreement shall be deemed to affect the title to or ownership of any Confidential Information. First Party does not transfer under this Agreement to the Second Party any rights to the Confidential Information, other than the limited right to possess and use such Confidential Information for the agreed Business Scope purposes.

Nothing contained in this Agreement shall be construed as creating an agency, partnership or joint venture, or as granting, transferring or otherwise conferring upon the Second Party any license or any other right in or under any patent, copyright, trade secret or other First Party intellectual or industrial property right, either expressly or by implication. Any and all rights, title and interest in and to each invention, discovery, concept, idea and copyrightable work developed, reduced to practice, created or otherwise made on the basis of, or resulting from, Confidential Information or use thereof shall belong to First Party. The Second Party shall execute or cause the execution of all papers reasonably required to perfect First Party's rights therein or thereto.

RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The Second Party agrees, at any time upon a request from First Party, to return or destroy the received or possessed Confidential Information, and certify in writing the return or destruction thereof. Upon such request and upon termination of this Agreement for whatever reason, the Second Party agrees to immediately cease all further use of the Confidential Information.

REPRESENTATIONS AND WARRANTIES

The Parties represent and warrant that they have full corporate power and authority to enter into this Agreement and to do all things necessary for the performance of this Agreement.

Confidential Information is provided on AS IS and WHERE IS. First Party makes NO WARRANTIES OR REPRESENTATIONS WHATSOEVER with regard to Confidential Information and the Second Party disclaims reliance on the completeness and/or accuracy thereof. For avoidance of doubt, in the definitive contracts, purchase orders or other agreements the Parties may agree upon warranty and other obligations.

EXPORT RESTRICTIONS

The Second Party shall not export, directly or indirectly, any Confidential Information without the prior written permission of the First Party, including also any product embodying, or resulting from the use of, Confidential Information to any country or any person for or to which EU or U.S. or other applicable government, authority or agency thereof at time of export prohibits export or which requires export license or other governmental approval, without first obtaining such license or approval.

TERM

This Agreement shall enter into force on the Effective Date. This Agreement shall thereafter remain in full force and effect until expiry of 5 years of the latter of the following (i) from the Effective Date; or (ii) from the expiration or termination date of a definitive contract, purchase order or other agreement between the Parties regarding the agreed Business Scope (in case the Parties had entered into such definitive contract, purchase order or agreement); (iii) earlier termination by the parties in writing.

GOVERNING LAW AND SETTLEMENT OF DISPUTES

This Agreement shall be governed by, construed and interpreted in accordance with the laws of India.

Any disputes arising out of or in connection with this Agreement shall in the first place be solved by the Parties in common negotiations. If the Parties are not able to find an amicable solution within three (3) months from the first written request, then the dispute shall be finally settled in Arbitration, in accordance with the Arbitration and Conciliation Act, 1996 ("Act").

Either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the First Party and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the First Party shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the First Party, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration.

The seat of arbitration shall be Chennai. The language to be used in the arbitration procedure shall be English. Notwithstanding the agreed dispute resolution mechanism being the arbitration, First Party shall be at liberty to initiate appropriate judicial proceedings in the court of law to obtain injunctive relief or relief of specific performance against the Second Party, and the Courts at Chennai only shall have jurisdiction to entertain any such proceedings.

GENERAL PROVISIONS

The Second Party shall not make any public announcement including any private communication regarding this Agreement or the Business Scope without the prior written consent of First Party.

Any amendment or waiver of any provisions of this Agreement shall be effective only if made in writing and signed by authorized representative(s) of the First Party.

Any notification or demand under this Agreement shall be given in writing and shall be delivered personally, by courier, by certified or registered mail, or by fax or email with return receipt requested, and

addressed to the other Party at its last known address. All these notifications shall be deemed received three (3) business days from the respective delivery (unless earlier receipt is proven by the Party).

The failure to enforce or to require the performance of any of the provisions of this Agreement shall not be construed to be a continuous waiver of such provisions. Such failure shall not affect the validity of this Agreement or any part hereof or the right of a Party thereafter to enforce any provision in accordance with the terms of this Agreement.

This Agreement or any rights or obligations there under shall not be assigned or delegated by the Second Party without the prior written consent of First Party.

In the event that any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the validity of the remaining provisions shall not be affected.

SIGNATURES

This Agreement has been signed in two (2) identical copies, one for the First Party and one for the Second Party, by their authorized representatives.

Place: Chennai

Date:

The First Party:

By: **BHARAT HEAVY ELECTRICALS LIMITED**

Name : [insert name(s) of signaturer(s)] Title: [insert title(s) of signature r(s)]

The Second Party:

By: _____

Name : [insert name(s) of signaturer(s)] Title: [insert title(s) of signature r(s)]

FORMS & PROCEDURES
POWER OF ATTORNEY for SUBMISSION OF TENDER/ SIGNING CONTRACT
AGREEMENT

Form No: F-25 (Rev 00)

POWER OF ATTORNEY for SUBMISSION OF TENDER/ SIGNING CONTRACT
AGREEMENT

(To be typed on nonjudicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I / We do hereby make, nominate, constitute and appoint Mr, whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector Southern Region, BHEL-PSSR, BHEL Integrated Office Complex, TNEB Road Pallikaranai, Chennai 600100 in connection with

vide Tender Specification No. ____ _

dated _____

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this ____ day of _____

Director/ CMD /Partner/ Proprietor

Signature of Mr(Attorney)

Witness

Attested by: Director/CMD/Partner/Proprietor

Notary Public