

TENDER SPECIFICATION BHEL PSSR SCT 1948 FOR

**Pre Bid Tie Up for Construction of complete Ash Dyke
including drainage system, overflow lagoon, decantation well
& associated civil works including grading of ash pond area
on EPC basis**

at

**3 x 800MW Talabira Power project,
Jharsuguda, Odisha**

VOLUME-I BOOK-I

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

Book- I Consists of

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

Book-II consists of

- Volume-IB: Special conditions of Contract,
PSSR-TLBR-AD-R0
- Volume-IC: General conditions of Contract
PSSR-TLBR- AD-R0
- Volume-ID: Forms & Procedures
PSSR-TLBR- AD-R0



BHARAT HEAVY ELECTRICALS LIMITED

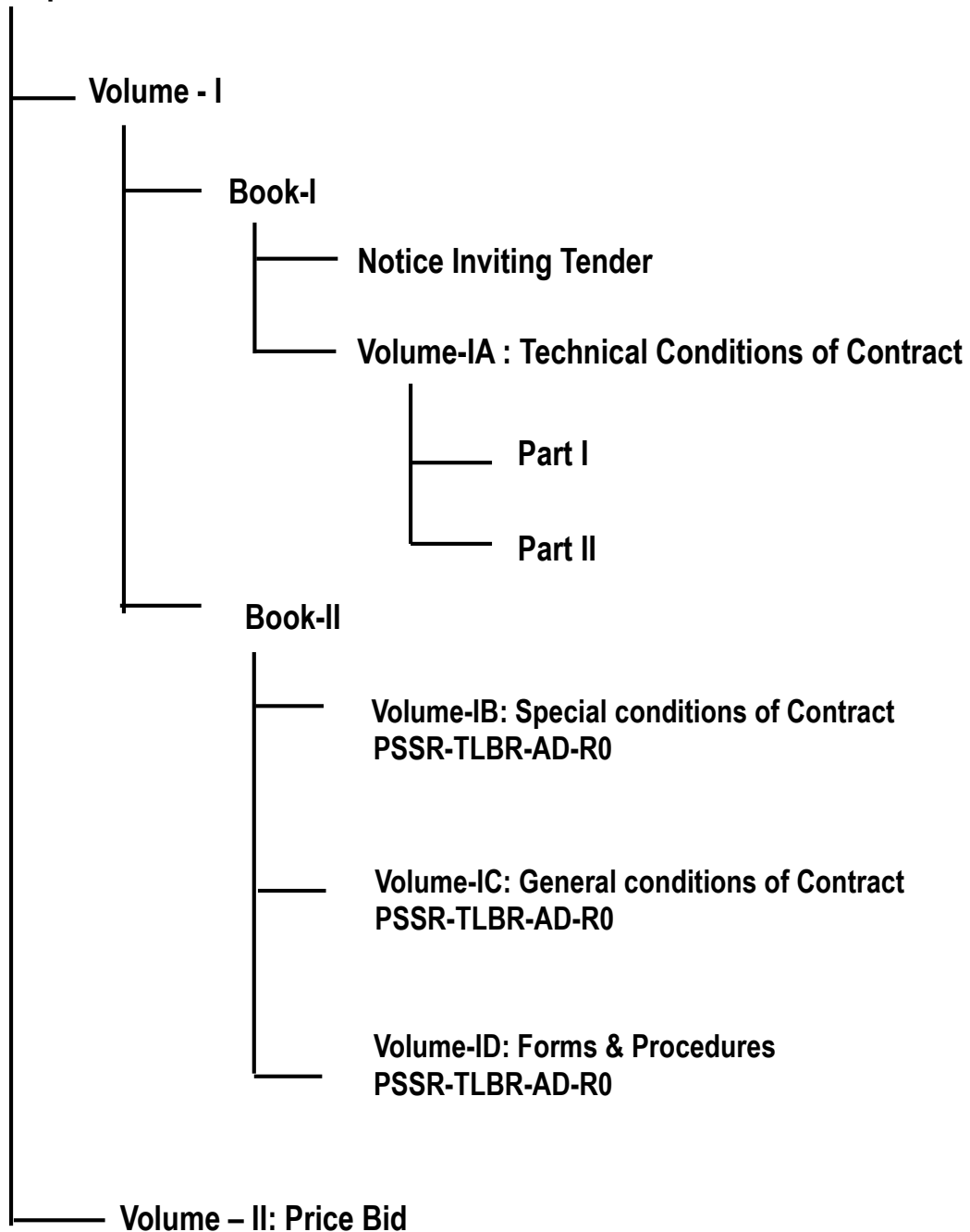
(A Government of India Undertaking)

Power Sector – Southern Region

Tek Towers, No.11, Old Mahabalipuram Road,
Okkiyam Thoraipakkam, Chennai - 600097

TENDER SPECIFICATION CONSISTS OF

Tender Specification





NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



NOTICE INVITING TENDER

Ref: BHEL: PSSR: SCT: 1948

Date: March 03, 2021

NOTICE INVITING TENDER (NIT)

Note: Bidder may download Tender Documents from web sites

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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), for Pre-Bid Tie Up for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

Sl. No.	ISSUE	DESCRIPTION
i)	Tender Number	BHEL: PSSR: SCT: 1948
ii)	Broad Scope of job	Construction of complete Ash dyke including drainage system, overflow lagoon, decantation well & associated civil works as per the specifications including grading of ash pond area on EPC basis at 3 x 800MW Talabira Power project, Jharsuguda, Odisha
iii)	DETAILS OF TENDER DOCUMENT	
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Terms of payment, etc. Applicable
B	Volume-IB	Special conditions of Contract, PSSR-TLBR-AD-R0 Applicable
C	Volume-IC	General conditions of Contract PSSR-TLBR-AD-R0 Applicable
D	Volume-ID	Forms & Procedures PSSR-TLBR-AD-R0 Applicable
E	Volume-II	Price Schedule (Absolute value) Applicable
iv)	Issue of Tender Documents	Tender documents will be available for downloading from BHEL website (www.bhel.com) as per schedule below: Start : March 03, 2021, Time : 15.00 Hrs Applicable

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		<p>Tender documents can be downloaded from the websites till due date of submission.</p> <p>Brief information of the tenders shall also be available at Central Public Procurement portal. (https://eprocure.gov.in/)</p>	
v)	Due Date & Time of Offer Submission	<p>Date : March 15, 2021, Time :12.00 Hrs</p> <p>Place : BHEL, PSSR, Chennai</p> <p>Tenders can be submitted through post/ representative/ in person at Sub-Contracts Dept., 1st Floor, BHEL, PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai – 600097</p> <p>Ph: 044-24589442</p> <p>(BHEL will not be responsible for any delay or loss of document sent by post).</p>	Applicable
vi)	Opening of Tender	<p>Date: March 15, 2021, Time :12.30 Hrs</p> <p>Notes:</p> <p>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.</p> <p>2) Bidder may depute representative to witness the opening of tender.</p>	Applicable
vii)	EMD Amount	Nil	Not Applicable
vii(a)	Bid Security Declaration	Bidders shall submit "Bid Security Declaration" in the prescribed format.	Applicable
viii)	Cost of Tender	Free	
ix)	Last Date for Seeking Clarification	<p>Bidders may submit their queries in 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> <p>1) Name: Asha Alex Designation: Sr. DGM Deptt: SCT Address: Tek Towers, No.11, Old Mahabalipuram Road,</p>	Applicable

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		<p>Okkiyam Thoraipakkam, Chennai – 600097 Phone: +91 44 24589442 Email : ashaalex@bhel.in</p> <p>2) Name: E. Venkataramanan Designation: General Manager Deptt: SCT Address: Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai – 600097 Phone: +91 44 24589440 Email : ev@bhel.in</p>										
x)	Schedule of Pre Bid Discussion (PBD)	<p>Date: March 8, 2021 Time: 11.00 Hrs At BHEL: PSSR: Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai - 600097.</p>	Applicable									
xi)	Integrity Pact & Details of Independent External Monitor (IEM)	<p>(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table><tr><th>Sl. No.</th><th>IEM</th><th>Email</th></tr><tr><td>1.</td><td>Shri Arun Chandra Verma, IPS (Retd.)</td><td>acverma1@gmail.com</td></tr><tr><td>2.</td><td>Shri Virendra Bahadur Singh, IPS (Retd.)</td><td>vbsinghips@gmail.com</td></tr></table> <p>(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words,</p>	Sl. No.	IEM	Email	1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com	2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com	Applicable
Sl. No.	IEM	Email										
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com										
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com										

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		<p>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><u>Note:</u> <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>1) Name: Asha Alex Designation: Sr. DGM Deptt: SCT Address: Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai – 600097 Phone: +91 44 24589442 Email : ashaalex@bhel.in</p> <p>2) Name: E. Venkataramanan Designation: General Manager Deptt: SCT Address: Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai – 600097 Phone: +91 44 24589440 Email : ev@bhel.in</p>	
xii)	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 →</p>	

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		Tender Notifications → View Corrigendums), and on Central Public Procurement portal (https://eprocure.gov.in) and not in the newspapers . Bidders to keep themselves updated with all such information.	
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2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, **duly signed & stamped on each page, 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 Not Used

5.0 **Procedure for Submission of Tenders:** The Bidder must submit their Tenders to the Officer inviting Tender, as detailed below:

- PART-I consisting of
‘PART-I A (Techno Commercial Bid)’ &
‘PART-I B (Bid Security Declaration)’
in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- One set of each document shall be retained by the bidder for their reference

6.0 The contents for ENVELOPES and the superscription for each sealed cover / Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I A	
	ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter / Offer forwarding letter of Tenderer.	

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ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p>Note:</p> <p>a. 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 placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i. In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii. In case of unacceptable deviations, BHEL reserves the right to reject the tender.</p>	
iii.	<p>Supporting documents / annexure / schedules / drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact phone no, FAX no, etc.</p>	
iv.	All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc. pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification / NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Terms of payment, etc.	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates / price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

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PART-I B		
	<u>ENVELOPE – II superscribed as:</u> PART-I (Bid Security Declaration) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Duly filled in “Bid Security Declaration” in the form as indicated in this Tender.	

PART-II		
	PRICE BID consisting of the following shall be enclosed	
	<u>ENVELOPE-III superscribed as:</u> PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING	
i.	Covering letter / Offer forwarding letter of Tenderer enclosed in Part-I	
ii.	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate / price to be entered in words as well as figures)	

OUTER COVER		
	<u>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as:</u> TECHNO-COMMERCIAL BID, PRICE BID & BID SECURITY DECLARATION TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i.	Envelope-I	
ii.	Envelope-II	
iii	Envelope-III	

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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.

9.0 Assessment of Capacity of Bidders:

Bidder's capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:

- I. **LOAD**: Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3rd Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -

(Note): For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

Where 'P' is the sum of all unit wise identified packages (refer table-1) under execution with BHEL Regions as on the cut off month defined above, including packages yet to be commenced, excepting packages which are on Long Hold.

- II. **PERFORMANCE**: Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 3rd Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

(Note): For example, if 'latest date of bid submission' is in Jan 2017, then the 'performance' shall be assessed for a 6 months' period up to and inclusive of Oct 2016 (i.e. from May 2016 to Oct 2016), for all the unit wise identified packages (refer Table I))

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- i). Calculation of Overall 'Performance Rating' for 'Similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

- a) $P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (i.e. $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)
- b) Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2, T_3 for package P_3 , etc. for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (i.e. $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)
- c) Sum ' S_1 ' of 'Monthly Performance Evaluation' Scores ($S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, S_{1-5}, \dots, S_{1-T_1}$) for similar package P_1 , for the 'period of assessment' ' T_1 ' (i.e. $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots + S_{1-T_1}$). Similarly, S_2 for package P_2 for period T_2 , S_3 for package P_3 for period T_3 etc. for the tendered scope for all Regions. Now calculate cumulative sum ' S_T ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' P_T ' for all Regions (i.e. ' S_T ' = $S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$.)
- d) **Overall Performance Rating ' R_{BHEL} ' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

$$\begin{aligned} & \text{Aggregate of Performance scores for all similar packages in all the Regions} \\ & = \frac{\text{Aggregate of months for each of the similar packages for which performance} \\ & \quad \text{should have been evaluated in all the Regions}}{\text{Aggregate of months for each of the similar packages for which performance} \\ & \quad \text{should have been evaluated in all the Regions}} \\ & = \frac{S_T}{T_T} \end{aligned}$$

- e) Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.
- f) Table showing methodology for calculating 'a', 'b' and 'c' above

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Sl. No.	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P ₁	P ₂	P ₃	P ₄	P ₅	...	P _N	Total No. of similar packages for all Regions = P_T i.e. Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages (as in row 1)	T ₁	T ₂	T ₃	T ₄	T ₅	...	T _N	Sum (Σ) of columns (iii) to (ix) = T_T
3	Monthly performance scores for the corresponding period (as in Row 2)	S ₁₋₁ , S ₁₋₂ , S ₁₋₃ , S ₁₋₄ , ... S _{1-T1}	S ₂₋₁ , S ₂₋₂ , S ₂₋₃ , S ₂₋₄ , ... S _{2-T2}	S ₃₋₁ , S ₃₋₂ , S ₃₋₃ , S ₃₋₄ , ... S _{3-T3}	S ₄₋₁ , S ₄₋₂ , S ₄₋₃ , S ₄₋₄ , ... S _{4-T4}	S ₅₋₁ , S ₅₋₂ , S ₅₋₃ , S ₅₋₄ , ... S _{5-T5}	S _{N-1} , S _{N-2} , S _{N-3} , S _{N-4} , ... S _{N-TN}	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S ₁	S ₂	S ₃	S ₄	S ₅	...	S _N	Sum (Σ) of columns (iii) to (ix) = S_T

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- ii). Calculation of Overall 'Performance Rating' (R_{BHEL}) in case at least 6 evaluation scores for 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. ' R_{BHEL} ' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
- 12 months preceding and including the cut-off month
- 24 months preceding and including the cut-off month

In case, R_{BHEL} cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'.

- iii). Factor "L" assigned based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions:

Sl. no.	Overall Performance Rating (R_{BHEL})	Corresponding value of 'L'
1	=60	NA
2	> 60 and ≤ 65	0.4
3	> 65 and ≤ 70	0.35
4	> 70 and ≤ 75	0.25
5	> 75 and < 80	0.2
6	≥ 80	NA

III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages $P_{Max} = (R_{BHEL} - 60)$ divided by corresponding value of 'L', i.e. $(R_{BHEL} - 60)/L$

Note:

- In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number
- For $R_{BHEL} = 60$, $P_{Max} = '1'$
- For $R_{BHEL} \geq 80$, there will be no upper limit on P_{Max}

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if $P \leq P_{Max}$
(Where P is calculated as per clause 'I' above)

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IV. **Explanatory note:**

i). Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or C&I etc. at the individual level irrespective of rating of Plant and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, C&I, Civil, Structure etc. is considered individual level of package. For example, in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e. the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl.no. II above, needs to be evaluated considering all the identified packages (i.e. Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above.

ii). Identified Packages (Unit wise)

Table-1

Civil	Electrical and C&I	Mechanical
i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). C&I iii). Others (Elect. and C&I)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). ESP iv). LP Piping v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Management x). FGD xi). ACC xii). Others (Mechanical)

iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions.

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A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.

The "FIRST TIMER" tag shall remain till completion of all the contracts against which vendor has been tagged as First Timer or availability of 6 evaluation scores within last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Assessment of Capacity of Bidders'.

- iv). Consequent upon applying the criteria of 'Assessment of Capacity of Bidders' detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than THREE, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are "not qualified" as per criteria of 'Assessment of Capacity of Bidders' and for this, procedure described in following three options shall be followed:
- a) All the bidders having Overall Performance Rating (R_{BHEL}) ≥ 60 shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
 - b) If even after using option "a", the number of qualified bidders remains less than THREE, then in addition to bidders considered as per option "a", "First timer" bidders having average of available performance scores ≥ 60 upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
 - c) If even after using option "a" and "b", the number of qualified bidders remains less than THREE, then in addition to bidders considered as per option "a" and "b", "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

Note:- In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than THREE, then all bidders (a)- having Overall Performance Rating (R_{BHEL}) ≥ 60 , (b)- First timer" bidders having average of available performance scores ≥ 60 upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.

- v). 'Under execution' shall mean works in progress as per the following:

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- a.Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
- b.Up to Steam Blowing in case of Boiler/ESP/Piping Packages
- c.Up to Synchronization in all Balance Packages

Note: BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (a), (b) and (c) above, depending upon the balance scope of work to be completed.

- vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
 - vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 25th of Evaluation Month or 3 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
 - viii). Project on Hold due to reasons not attributable to bidder -
 - a. **Short hold:** Evaluation shall not be applicable for this period, however Loading will be considered.
 - b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.
 - ix). Performance evaluation as specified above in this clause is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc., before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

NOTICE INVITING TENDER

- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 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 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 Integrity Pact is to be submitted by Prime Bidder & Associate (Civil Consultant) jointly in case Joint Bid Submission is permitted, otherwise by the sole bidder. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-1(as applicable), past performance etc. BHEL reserves the right NOT to consider offers of parties under HOLD.
- Price Bids of the Techno-Commercially qualified bidders shall be opened by BHEL in-camera. There shall not be any intimation about the date of opening or any other details to any of the bidders. BHEL shall intimate the bidders regarding the prices and standing of the bidders on request, after BHEL receives order from Customer (M/s NLCIL)."
- 17.0 BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful / Disqualified bidders.

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- 18.0 Validity of the offer shall be for **TEN months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 Not Used
- 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 Technical Tie Up / Joint Bid Submission shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 23.1 Prime Bidder and their 'Associate' (Civil Consultant) are required to enter into a Tie-Up Agreement for Joint Bid Submission for the said contract with a validity period of Ten months initially. In case bidder becomes L1, the Tie-Up Agreement valid till contractual completion period shall be submitted to BHEL before signing the contract. The Tie-Up Agreement shall be kept valid till the scope of work as per contract is completed.
 - 23.2 'Standalone' bidder cannot become a 'Prime Bidder' or an 'Associate' (Civil Consultant) for a Joint Bid Submission. Prime bidder shall neither be an Associate (Civil Consultant) to other prime bidder nor take any other Associates (Civil Consultant). However, the Associate (Civil Consultant) may enter into Tie-Up Agreement with other prime bidders. In case of non-compliance, Joint bids of such Prime bidders will be rejected.
 - 23.3 Number of partners for a Technical Tie-Up Agreement for Joint Bid Submission including Prime Bidder shall be 2 (two).
 - 23.4 Prime Bidder shall be as specified in the Pre-Qualification Requirement.
 - 23.5 In order to be qualified for the tender, Prime Bidder and Associate (Civil Consultant) shall satisfy the Technical 'Pre Qualifying Requirements' specified for the respective package. In addition, the Prime Bidder shall satisfy the 'Assessment of Capacity of Bidder' as specified in clause 9.0.
 - 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR', if applicable.
 - 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
 - 23.8 In case Customer Approval is required, Prime Bidder and Associates (Civil Consultant) shall have to be individually approved by Customer for being considered for the Contract.
 - 23.9 Prime Bidder shall be responsible for the overall execution of the contract.

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- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Associates (Civil Consultant) for their respective scope of work(s), as applicable, as per prescribed formats.
- 23.11 In case the Associate (Civil Consultant) backs out, their Bid Bond/ Security Deposit, as applicable, shall be encashed by BHEL and BHEL shall take necessary action as per extant guidelines. In such a case, other Associates (Civil Consultant) or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new Associate (Civil Consultant) shall submit fresh Security Deposit, as applicable.
- 23.12 In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL.
- 23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the Associates (Civil Consultant) for their respective scope of work.
- 23.14 Both the Prime Bidder and the Associate (Civil Consultant) shall submit Bid Bond and Security Deposit corresponding to their value of works
- 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 Not Applicable

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

31.0 PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined I Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of

NOTICE INVITING TENDER

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.

Only Class-I and Class-II Local suppliers as per aforesaid PPP-MII order will be eligible to bid for this tender. Non-Local suppliers as per PPP-MII order are not eligible to participate.

Bidder shall submit the format provided in Annexure-10, Duly filled & signed by authorized signatory as per aforesaid order, along with the techno-commercial offer.

In the event of false declaration, actions as per the above order and as per BHEL guidelines shall be initiated against the bidder

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

All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening.

- 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.

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or

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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.
 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;

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5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

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

Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

36.0 The evaluation currency for this tender shall be INR.

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

- 37.1 BHEL intends to have a pre-bid tie-up for the Construction of complete Ash Dyke on EPC Basis, for the purpose of bidding for Tender issued by M/s NLC India Limited (NLCIL) for setting up 3x800 MW coal based Supercritical Thermal Power Plant at Talabira, Jharsuguda, Odisha.
- 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 NLCIL 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 NLCIL.
- 37.4 The successful bidder(s) shall furnish a Bid Bond in the form of Bank Guarantee to the extent of 1% (One percent) of the value of works covered by the MOU within 30 days after signing of MOU.
- 37.5 In the event of any price reduction during negotiation by BHEL with NLCIL, 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 NLCIL, 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).

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37.7 MOU will be converted into a contract on receiving the firm order from the customer.

37.8 In case of Joint Bid Submission, Bidders may refer the relevant clauses elsewhere in this NIT.

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-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
Rev. 01 Dt. 01 Jun 2012; Amendment: 01 Dt. 1st October 2015
- f. General Conditions of Contract (GCC) —Volume-1C
Rev. 01 Dt. 01 Jun 2012; Amendment: 03 Dt. 1st October 2015
- g. Forms and Procedures —Volume-1D
Rev. 01 Dt. 01 Jun 2012; Amendment: 01 Dt. 1st October 2015

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

For and on behalf of BHARAT HEAVY ELECTRICALS LTD

General Manager / SCT, Purchase & Debtor

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-10: Declaration regarding Minimum Local Content in line with revised Public Procurement (Preference to Make In India), Order 2017 dated 04th June, 2020) and Subsequent Order(s)
- (xi) Annexure-11: Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017
- (xii) Other Tender documents as per this NIT.

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ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	Construction of complete Ash Dyke including drainage system, overflow lagoon, decantation well & associated civil works including grading of ash pond area on EPC basis at 3 x 800MW Talabira Power project, Jharsuguda, Odisha
Tender No.	BHEL PSSR SCT 1948

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 & Associate jointly in case Joint bidding is permitted, otherwise by the sole bidder)	Applicable	
B	Technical Refer Annexure 1A	Applicable	
C:	FINANCIAL		
C-1	Turnover Bidder must have achieved an average annual financial turnover (Audited) of Rs. 78,00,00,000/- (Rupees Seventy Eight Crores only) or more over last three Financial Years (FY) i.e., 2017-2018, 2018-2019, 2019-2020	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. Net worth = Paid up share capital + Reserves	Applicable	
C-3	Profit Bidder must have earned profit in the last three financial years as furnished for 'C-1' above. Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'C-1' above.	Applicable	

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C-4	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect. (As per Format provided at Annexure-8 to this NIT).	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per Sl. No 9 of NIT (if applicable)	Applicable	By BHEL
E	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to D	Applicable	By BHEL
F	Approval of Customer (if applicable) Note: Upon receipt of order from Customer, the Name of successful bidder (including Technical Tie up partners in case such bidding is permitted) shall be forwarded to customer for their approval.	Applicable	By BHEL
H	Criteria for Technical Tie-up (if applicable)	Applicable	
	<u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u> <ol style="list-style-type: none"> Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years. If Financial Statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant. C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for 'C-1' above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) C-3:- PROFIT shall be PBT earned during any one year of the last three financial years as furnished for 'C-1' above. Void Completion date for achievement of the technical criteria specified in the Technical criteria of PQR (as in 'B' above) should be in the last 7 years ending on 08-01-2021 irrespective of date of the start of work. 		

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	<p>8. 'EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.</p> <p>9. Unless otherwise specified, for the purpose of 'Technical' criteria of PQR (as in 'B' above), the word 'EXECUTED' means:</p> <p style="padding-left: 40px;">Achievement of physical Quantities as per respective PQRs in respect of Civil, Structures, Piling, CHP Civil, AHP Civil and RCC Silo Works.</p>
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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.

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

NOTICE INVITING TENDER

ANNEXURE-1A

PRE QUALIFICATION CRITERIA/REQUIREMENT – Technical

B. Technical PQR (Either B.1 or B.2)

B.1. The Bidder should have designed, engineered, constructed and commissioned/supervised commissioning of at least one number Earthen Ash dyke with a minimum Holding capacity of 15 lakh CUM or more during the last seven years as on 08-01-2021 and Ash dyke should have completed satisfactory operation for a period of not less than one year as on 08-01-2021.

(OR)

B.2. The Bidder may do the design and engineering through a Civil Consultant. In such a case, the bidder should have constructed and commissioned/supervised commissioning of at least one number Earthen Ash dyke with a minimum Holding capacity of 15 lakh CUM or more during the last seven years as on 08-01-2021 and Ash dyke should have completed satisfactory operation for a period of not less than one year as on 08-01-2021.

AND

The Civil Consultant should have designed and engineered at least one number Earthen Ash dyke with a minimum Holding capacity of 15 lakh CUM or more during the last seven years as on 08-01-2021 and Ash dyke should have completed satisfactory operation for a period of not less than one year as on 08-01-2021.”

Notes to PQR

Note-1: The bidder should have achieved the criteria specified in the PQR even if the contract has not been completed or closed.

Note 2: Completion date for achievement of the technical criteria specified in the PQR should be in the last 7 (Seven) years ending on 08-01-2021 irrespective of date of start of work.

Note 3: Mode of operation for Technical PQR B.2

A bidder who opt for qualification as per Technical PQR B.2, shall be referred to as the Prime Bidder. The following conditions shall be complied with by such bidders.

A. The Prime bidder shall be the bidder who has the major share of work.

B. The two parties shall enter into an agreement for joint bid submission and execution of the works in the prescribed format, and the same shall will be submitted along with their offer.

C. The bidder(s) shall quote a lump sum price for the total works including Design, Engineering, Procurement, Construction, and Commissioning. They

NOTICE INVITING TENDER

shall also indicate the percentage break-up of the lump sum price between the works of (i) Design and Engineering and (ii) Procurement, Construction, and Commissioning. The percentage for Design and Engineering shall not exceed 10% of the total lump sum price.

- D. Bid Security Declaration shall be submitted by the Prime Bidder only.
- E. BHEL will enter into a MOU with both the parties respectively.
- F. The Prime Bidder and their Civil Consultant shall have to be individually approved by Customer for being considered for the conversion of MoU into a Contract.
- G. After receipt of order from Customer, the MOUs shall be converted into a single Contract with Prime Bidder. All payments shall be made to the Prime Bidder only who in turn shall release payments to the consultant.
- H. Both parties shall submit Bid Bond and Security Deposit corresponding to their value of works.
- I. Prime Bidder shall be responsible for the overall execution of the Contract.
- J. Performance shall be evaluated for Prime Bidder and the Civil Consultant for their respective scope of work, as applicable.
- K. The parties shall be jointly and severally responsible for the completion of the total works and LD, if applicable, shall be calculated for the total lump sum price.
- L. All other conditions shall be read in conjunction with clause no 23.0 of NIT.
- M. All other Terms and Conditions will be same for bidders opting either B.1 or B.2

NOTICE INVITING TENDER

ANNEXURE - 2

CHECK LIST

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

1	Name of the Tenderer		
	Address of the Tenderer		
2	Details about type of the Firm / Company		
3a	Details of Contact person for this Tender: Name : Mr. / Ms. Designation: Telephone No: Mobile No: Fax No: E-mail ID:		
3b	Details of alternate Contact person for this Tender: Name : Mr. / Ms. Designation: Telephone No: Mobile No: Fax No: E-mail ID:		
4	Bid Security Declaration	Applicable	
5	Validity of Offer	To be valid for Ten months from the latest due date of offer submission	
		Applicability (By BHEL)	Bidder Reply
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	Yes / No
7	Copy of Audited Balance sheet and Profit and Loss Account for the last three years	Applicable	Yes / No
8	Copy of PAN Card	Applicable	Yes / No
9	Whether all pages of the offer documents are signed by the person authorized to sign this offer	Applicable	Yes / No
10	Whether all pages of the Tender documents including annexures, appendices etc., are read understood and signed	Applicable	Yes / No

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11	Integrity Pact	Applicable	Yes / No
12	Declaration by Authorized Signatory	Applicable	Yes / No
13	No Deviation Certificate	Applicable	Yes / No
14	Declaration confirming knowledge about Site Conditions	Applicable	Yes / No
15	Declaration for relation in BHEL	Applicable	Yes / No
16	Non-Disclosure Certificate	Applicable	Yes / No
17	Bank Account Details for E-Payment	Applicable	Yes / No
18	Capacity Evaluation of Bidder for current Tender	Applicable	Yes / No
19	Agreement for Joint Bid Submission as per format	Applicable in case of Joint Bid Submission	Yes / No
20	Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable	Yes / No
21	Analysis of Unit rates	Applicable	Yes / No
22	Copy of Organization Chart	Applicable	Yes / No
23	Copy of Registration/ Incorporation certificate, Partnership Deed (Certified by Notary Public) as applicable for firm	Applicable	Yes / No
24	Unquoted Price Bid	Applicable	Yes / No

NOTE:

1. STRIKE OFF 'YES' OR 'NO', AS APPLICABLE.
2. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.
3. For Sl. No.12 to 21 above, the applicable formats are available in "Volume ID of Volume I Book-II – Forms and Procedures" of this tender specification.

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

NOTICE INVITING TENDER

Annexures 3, 4, 5 & 6

Void

NOTICE INVITING TENDER

ANNEXURE – 7

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

(description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to enter into a Pre-Bid Tie Up / award, under laid-down organizational procedures, contract/s for **BHEL PSSR SCT 1948- Construction of complete Ash dyke including drainage system, overflow lagoon, decantation well & associated civil works as per the specifications including grading of ash pond area on EPC basis at 3 x 800MW Talabira Power project, Jharsuguda, Odisha.**

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

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

Section 1- Commitments of the Principal


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

- 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- 1.1.3 The Principal will exclude from the process all known prejudiced persons.

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

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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.


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- 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 will await their decision in the matter.

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

As per

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

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

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

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

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible

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action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other Provisions

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

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

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

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

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

Alex
02/02/2021

For & On behalf of the Principal
आशा अलेक्स
(Office Seal) **ALEX**
वरिष्ठ उप महाप्रबंधक (उप सचिव) / Sr. Dy General Manager (SCT)
प्लेस **टी.एच.ई.एल. - पी.एस.एस.आर. / B.H.E.L. - P.S.S.R.**
टेक टॉवर्स / Tek Towers
नं. 11 राजीव गांधी साले, थोरापक्कम, ओ.एम.आर., चेन्नै - 600 097
No. 11, Rajiv Gandhi Salai, Thoraipakkam, OMR, Chennai - 600 097
Date: **02/02/2021**
Witness: **L. GURUPRIYA**
(Name & Address) **(L. GURUPRIYA)**
MGR (SCT), BHEL-PSSR, Ch-47

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

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:

I/We, _____

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

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

Place:

Date:

NOTICE INVITING TENDER

ANNEXURE – 9

DECLARATION

Date: _____

To: _____
Address: BHEL, _____

email : _____

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

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable)

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

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

NOTICE INVITING TENDER

ANNEXURE - 10

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

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

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

Dear Sir,

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

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

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

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

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

...

...

...

Thanking you,
Yours faithfully,

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

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

Note:

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

NOTICE INVITING TENDER

ANNEXURE-11

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

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

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

Dear Sir,

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

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

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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

Thanking you,
Yours faithfully,

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

Note:

1. Where applicable, evidence of valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), shall be attached.
2. Bidders to note that if the above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and further action in accordance with law and as per BHEL guidelines.