



**BHARAT HEAVY ELECTRICALS LIMITED**  
**(A Govt. Of India Undertaking)**  
 POWER SECTOR, EASTERN REGION  
 BHEL BHAWAN, PLOT NO. DJ-9/1, SECTOR II,  
 SALT LAKE CITY, KOLKATA, WEST BENGAL, INDIA  
 Phone : 033-23216130-31, 033-23216130 FAX : 033-23211960

Ref: PSER:SCT:NKP-M2214:9803

Date: 28-03-2022

## **NOTICE INVITING TENDER (NIT)**

OFFERS are invited from **REPUTED AND EXPERIENCED LOCAL BIDDERS** (meeting pre-qualification criteria as mentioned) **through E-PROCUREMENT PORTAL <https://eprocurebhel.co.in> ONLY** for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Following points relevant to the tender may please be noted and complied with.

### Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	E-TENDER NUMBER	PSER:SCT:NKP-M2214:23 DATE: 28/03/2023
ii	Broad Scope of job	SUPPLY OF CS SEAMLESS PIPES OF VARIOUS DIAMETER FOR 3X660 MW NORTH KARANPURA SUPER THERMAL POWER PROJECT, JHARKHAND.
iii	DETAILS OF TENDER DOCUMENT	
a)	PART – B	GENERAL CONDITIONS OF CONTRACT (GCC) <b>Applicable</b>
b)	VOLUME-C	TECHNICAL SPECIFICATION AND SPECIAL TERMS AND CONDITIONS (SCC) <b>Applicable</b>
c)	PART – F	GENERAL TERMS & CONDITIONS OF REVERSE AUCTION <b>Applicable</b>
d)	PART - E	PRICE SCHEDULE and UNPRICE SCHEDULE <b>Applicable</b>
e)	PART – H	FORMS AND PROCEDURES ETC. <b>Applicable</b>
iv	ISSUE OF TENDER DOCUMENTS	a)Online through e-procurement platform at <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a> b)in BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> , CPP Portal): <b>For tender view purpose only.</b> START DATE: <b>28/03/2023</b> a) Applicable b) Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: <b>04/04/2023</b> , Time: <b>13-00 Hrs.</b> (Offer to be submitted online only through e-procurement platform at <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a> ) <b>Applicable</b>
vi	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: <b>04/04/2023</b> , Time: <b>16-00 Hrs.</b> (online only through e-procurement platform at <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a> , participating bidders may witness the same online only) <b>Applicable</b>
vii	CURRENCY	INDIAN RUPEES (INR) <b>Applicable</b>
viii	EMD AMOUNT	NIL <b>Not Applicable</b>
ix	COST OF TENDER	- <b>Not Applicable</b>
x	LAST DATE FOR SEEKING CLARIFICATION	Date: <b>31/03/2023 (UP TO 12:00 Hrs.)</b> <b>Applicable</b>
xi	SCHEDULE OF Pre Bid Discussion (PBD)	Not Applicable (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN). <b>Not Applicable</b>
xii	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	NOT APPLICABLE <b>Not Applicable</b>
xiii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> ) →Tender Notifications →View Corrigendums & CPP portal →Tender Notice & E-PROCUREMENT PORTAL <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a> and not in the newspapers. Bidders to keep themselves updated with all such information. <b>Shall be intimated to bidder</b>

1. The offer shall be submitted as per the instructions of tender document. Only One set of tender document (in **original, downloaded from website**) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender.**

**For E-Procurement Assistance & Training, NIC PORTAL Helpdesk Contacts as per following: -**

For any technical related queries please call at 24x7 Help Desk Number

**0120-4001 002, 0120-4200 462, 0120-4001 006, 0120-6277 787**

Email Support

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in)

**For any difficulty in downloading the tender from internet website, they should contact this office (Dy. Manager-SCT or AGM-SCT Phone no. 033-23398229/8232). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.**

2. Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.
3. 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. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
<b>TECHNICAL OFFER</b>	1. Scanned copy of Covering letter of offer (To be attached in <b>Attachment</b> section) 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in <b>Attachment</b> section). 3. Scanned copy of Techno-Commercial Offer (To be attached in <b>Attachment</b> section) 4. Duly filled all annexures except price & unpriced format (To be attached in <b>Attachment</b> section). 5. Copy of records notes of Pre-Bid Conference, if applicable/ pre-bid MOM. (To be attached in <b>Attachment</b> section) 6. Copy of Tender change notice (TCN), if applicable (To be attached in <b>Attachment</b> section) 7. All supporting documents/ Annexures etc. as applicable (To be attached in <b>Attachment</b> section). 8. <b>No deviation certificate</b> in bidder's letterhead as per format given in Tender (To be attached in <b>Attachment</b> section).
<b>PRE-QUALIFICATION PART</b>	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ <b>Attachment</b> section)
<b>UNPRICED PRICE BID</b>	10. Price schedule –Unpriced but mentioning only <b>quoted / unquoted</b> against each item as per tender.
<b>PRICE BID</b>	11. Duly filled in Price Schedule as per tender. Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

4. **EARNEST MONEY DEPOSIT (EMD) – Not applicable,**

**SPECIAL NOTE:**

- A) Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting/correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) All documents/annexure 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.
5. No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
6. BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the

- right to split/part award the job. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
7. Bidders are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable). 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. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.
  8. For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
  9. BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
  10. In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
  11. 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/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
  12. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
  13. Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
  14. **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 qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.**
  15. The bidder shall submit documents in support of possession of 'Pre-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 (if applicable).
  16. **The bidder may have to produce original document for verification if so decided by BHEL.**
  17. While BHEL reserves the right to open the price bid of the offers in camera, the date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
  18. Validity of the offer shall be for Six (06) months from the due date of offer submission (including extension, if any).
  19. Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.
  20. Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
  21. **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.**
  22. Taxes and duties shall be as per SCC of the tender. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.
  23. ***"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."***
  24. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
  25. Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded

price shall be after considering the discount.

26. **“The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com)”.**

i. Integrity commitment, performance of the contract and punitive action thereof:

a) 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.

b) Commitment by Bidder/ Supplier/ Contractor:

b.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.

b.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.

b.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 includes in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price 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 extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/ or under applicable legal provisions.

27. **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.**

28. Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-VII.

29. "MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – V where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: -

Type under MSME	SC/ST owned	Women owned	Others
Micro			
Small			
Medium			

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

30. Indian suppliers, falling under the purview of Public procurement (preference to make in India) order 2017 by Govt. of India, vide order no. P-45021/2/2017-B.E.-II dated 15th June, 2017 & all subsequent clarifications can avail the intended benefits, as per provisions of the order subject to minimum local content shall be 50%, margin of Purchase preference shall be 20% & modality of preference to make in India shall be as per aforesaid order.

31. "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".

Duly filled & signed Annexure-III (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer.

**32. GeMAR and PTS Report ID: GEM/GARPTS/15032023/J4KX0UGALFOI, Date – 15/03/2023**

**33. Integrity Pact (IP) – Not applicable**

**34. 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.

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

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -

- a. An entity incorporated established or registered in such a country; or
- b. A subsidiary of an entity incorporated established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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:**

<p style="text-align: center;">पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220</p>	<p style="text-align: center;">Page - 5 of 34</p>
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- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Form-2.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.
36. 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.
- Bidder shall submit duly filled & signed Annexure-IX (Declaration reg. Related Firms & their areas of Activities) along with their techno-commercial offer.
37. "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common; **or**
  - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
  - c) they have the same legal representative/agent for purposes of this bid; **or**
  - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
  - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which 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**
- 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. "
38. **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/Schedule PART- E
  - d) TECHNICAL SPECIFICATION/SCOPE AND SPECIAL CONDITIONS OF CONTRACT (SCC) - PART-C
  - e) General Conditions of Contract (GCC) - PART-B
  - f) Forms and Procedures – PART- H

for BHARAT HEAVY ELECTRICALS LTD.

Dy Manager (SCT)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION 2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR, SALT LAKE CITY, KOLKATA – 700 091
	Phone no.	033-23398229, 23398232, 23211690
	FAX no.	033-23211960
	E-mail ID	<a href="mailto:ujjwalh@bhel.in">ujjwalh@bhel.in</a> , <a href="mailto:abhakta@bhel.in">abhakta@bhel.in</a> , <a href="mailto:bsandipan@bhel.in">bsandipan@bhel.in</a>

NIC E- PROCUREMENT PORTAL	<b>For E-Procurement Assistance &amp; Training, NIC PORTAL Helpdesk Contacts as per following: -</b> 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 Email Support Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority, Technical - <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a>
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**Enclosure:**

01. ANNEXURE-I: Pre Qualifying Criteria.
02. ANNEXURE-II: No Deviation Certificate
03. ANNEXURE-III: Format for Self Certification regarding Local content (LC) for Product/ Services/ Works
04. ANNEXURE-IV: CERTIFICATE (regarding bidder from a country which shares a land border with India)
05. ANNEXURE-V: Certificate by Chartered Accountant
06. ANNEXURE-VI: Format for seeking clarification
07. ANNEXURE-VII: Suspension of business dealing with Suppliers/Contractors
08. ANNEXURE-VIII: Declaration for Relation in BHEL
09. ANNEXURE-IX: Declaration regarding related firms and their area of activities
10. ANNEXURE-X: Declaration of Bidder.
11. ANNEXURE-B: General Terms & conditions for Reverse Auction.
12. ANNEXURE-C: Bankruptcy/ Liquidation Undertaking
13. Other Tender documents as per this NIT.

**PRE QUALIFICATION CRITERIA**

<b>JOB</b>	<b>Supply of CS Seamless Pipes of various diameter for 3x660 MW North Karanpura Super Thermal Power Project, Jharkhand.</b>
<b>TENDER NO</b>	<b>PSER:SCT:NKP-M2214:23 DATE: 28/03/2023</b>
<b>SL NO.</b>	<b>CRITERIA</b>
<b>A.</b>	<b>FINANCIAL</b>
1.0	<p>(a) BIDDER SHOULD HAVE <b>AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER INR 15 LAKH</b> DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2022.</p> <p>(b) BIDDER MUST HAVE SUBMITTED AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT OF THE COMPANY FOR LAST THREE FINANCIAL YEARS ENDING ON 31-03-2022 NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.</p> <p>(c) IN CASE AUDITED BALANCE SHEET AND PROFIT AND LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>(d) 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.</p>
<b>B.</b>	<b>TECHNICAL</b>
1.0	<p>BIDDER SHOULD HAVE EXPERIENCE OF SUPPLYING CS SEAMLESS PIPES, <b>MINIMUM OF 210 MTR</b> TO ANY GOVT. / PSU/ REPUTED ORGANISATION IN LAST THREE YEARS ENDING ON LATEST DUE DATE OF SUBMISSION OF OFFER.</p> <p>RELEVANT DOCUMENTS IN SUPPORT OF ABOVE SHALL BE SUBMITTED BY THE BIDDER.</p>
2.0	<p>BIDDER SHOULD HAVE VALID PAN.</p> <p>RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.</p>
3.0	<p>CONSORTIUM / JV BIDDING IS NOT ALLOWED.</p>
<b>C.</b>	<b>GENERAL CLAUSES</b>
1.0	<p>THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATION CRITERIAN CAN ONLY PARTICIPATE IN THE TENDER.</p>
2.0	<p>BIDDERS QUOTING IN INDIAN CURRENCY (INR) ONLY SHALL BE QUALIFIED.</p>
3.0	<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.</p>
4.0	<p>EXISTING VENDOR /CONTRACTOR DEPLOYED BY BHEL AS PER PURCHASE ORDER NO.- PSER:SCT:NKP-M1699:17:PO:5559 dated 16-03-2017 FOR -</p> <p>“Design, engineering, manufacturing, supply of CPU System along with pre-filters and two nos external regeneration system for 3x660 MW North Karanpura Super Thermal Power Project, Jharkhand.”,</p> <p>SHALL NOT BE ALLOWED TO PARTICIPATE IN THE SUBJECT TENDER.</p> <p>EXISTING CONTRACTOR WILL INCLUDE:</p> <p>a) IN CASE EXISTING CONTRACTOR IS THE SOLE PROPRIETORSHIP FIRM, ANY SOLE PROPRIETORSHIP FIRM OWNED BY SAME SOLE PROPRIETOR</p> <p>b) IN CASE EXISTING CONTRACTOR IS THE PARTNERSHIP FIRM, ANY FIRM COMPRISING OF SAME PARTNERS / SOME OF THE SAME PARTNERS (BUT NOT INCLUDING ANY NEW PARTNER) OR SOLE PROPRIETORSHIP FIRM OWNED BY ANY PARTNER(S) AS A SOLE PROPRIETOR.</p>

**FORMAT FOR NO DEVIATION CERTIFICATE**(To be submitted in the bidder's letter head)

To,  
BHARAT HEAVY ELECTRICALS LIMITED,  
Power Sector - Eastern Region,  
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,  
Kolkata – 700 091

SUB	NO DEVIATION CERTIFICATE.	
JOB	<b>SUPPLY OF CS SEAMLESS PIPES OF VARIOUS DIAMETER FOR 3X660 MW NORTH KARANPURA SUPER THERMAL POWER PROJECT, JHARKHAND.</b>	
REF	1.0	TENDER NO. PSER:SCT:NKP-M2214:23 DATE: 28/03/2023
	2.0	ALL OTHER PERTINENT ISSUES TILL DATE.

Dear Sir/Madam,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized  
representative of the bidder)

**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 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref :** 1) NIT/Tender Specification No: PSER:SCT:NKP-M2214:23 DATE: 28/03/2023,  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (specify the 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 authorised signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in 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.

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017***(To be submitted in the bidder's letter head)*-----  
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: PSER:SCT:NKP-M2214:23 DATE: 28/03/2023,  
2) All other pertinent issues till date

*"I have read the tender clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby 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. I hereby certify that we fulfill all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"*

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.

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/s ....., (hereinafter referred to as 'company') having its registered office at ..... is registered under MSMED Act 2006, (Entrepreneur Memorandum(Part-II) / UAM / Udyam Registration No..... dtd:....., Category: ..... (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:  
Rs ..... Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
Rs ..... Lacs
3. **For Enterprises (having EM-Part-II / UAM):** Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. .... Lacs {as notified in MSME notification no. S.O. 2119 (E) dated 26-06-2020}.
4. **For Enterprises (Udyam, registered under Udyam Registration Portal):** Investment in plant and machinery or equipment is Rs.....Lacs and turnover is Rs.....Lacs {as notified in MSME notification no. S.O. 2119 (E) dated 26-06-2020}.

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for .....Micro/Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category {Micro/Small} (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number –

Seal of Chartered Accountant

**FORMAT FOR SEEKING CLARIFICATION**

<b>Job</b>	<b>Supply of CS Seamless Pipes of various diameter for 3x660 MW North Karanpura Super Thermal Power Project, Jharkhand.</b>			
<b>Tender No</b>	<b>PSER:SCT:NKP-M2214:23 DATE: 28/03/2023</b>			
<b>Sl. no</b>	<b>Reference clause of tender document</b>	<b>Existing provision</b>	<b>Bidder's query</b>	<b>BHEL's clarification</b>

**SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS**

1.0	<b><u>Suspension of Business dealings with Suppliers/ Contractors</u></b>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following: --</p> <p><b>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.</b></p> <p><b>b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years</b></p> <p><b>c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</b></p> <p>The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.</p>
1.3	<p><b>Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if</b></p> <p>i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.</p> <p>Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <p>ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that</p> <p>a) prescribed maximum LD time limits of the contracts is exceeded or</p> <p>b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.</p> <p>iii)</p> <p>a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.</p> <p>b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).</p> <p>Note: – for (b), No specific period of hold shall be applicable.</p> <p>iv) Supplier works are under strike/ lockout for a period of more than three months.</p> <p><b>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</b></p> <p>i) Supplier tampers with tendering procedure affecting ordering process.</p> <p>ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL.</p> <p>iii) after placement of order, Supplier fails to execute the contract.</p> <p>iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive.</p> <p>v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.</p> <p>vi) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.</p>
1.4	<b>Banning across BHEL shall be imposed in following cases, if</b>
1.4.1	<p>i) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL.</p> <p>ii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.</p> <p>iii) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price.</p> <p>iv) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.</p> <p>v) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</p> <p>vi) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.</p> <p>vii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.</p> <p>viii) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.</p>
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

**Note: Above shall be applicable along with Guidelines for “Suspension of Business dealings with Suppliers/ Contractors” available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.**

**DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

---

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Specification No: **PSER:SCT:NKP-M2214:23** DATE: 28/03/2023,

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL.

**Tick (✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

=====

**DECLARATION**

Date: -----

Job: Supply of CS Seamless Pipes of various diameter for 3x660 MW North Karanpura Super Thermal Power Project, Jharkhand.

**E-Tender No.: PSER:SCT:NKP-M2214:23 DATE: 28/03/2023**

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: M/s-----  
 Supplier Code: -----  
 Address: -----  
 -----  
 -----

**DECLARATION OF THE BIDDERS**

**Job: SUPPLY OF CS SEAMLESS PIPES OF VARIOUS DIAMETER FOR 3X660 MW NORTH KARANPURA SUPER THERMAL POWER PROJECT, JHARKHAND.**

- 01.** I, .....hereby certify that all the information and date furnished by me with regard to this Tender No. **PSER:SCT:NKP-M2214:23** **DATE: 28/03/2023** are true and complete to the best of my knowledge.
- 02.** I have gone through the tender specifications, scope of work, terms and conditions mentioned in Annexure as well as General and Special conditions of contract and various stipulations in detail and agree to abide by them and comply with the requirements and intent of specifications.
- 03.** I also certify that there have been no deviations from the tender requirements in the bid submitted against this tender.
- 04.** I further certify that I am duly authorized representative of the under mentioned tenderer and hold a valid power of attorney to this effect, a copy of which is enclosed.

Signature:

Name :

Date :

Designation:

Seal:

Tenderers Name and address

Enclosed: Power of Attorney

**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: **PSER:SCT:NKP-M2214:23** **DATE: 28/03/2023**

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:

**PART – F****ANNEXURE-B: GENERAL TERMS & CONDITIONS OF REVERSE AUCTION**

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL shall be resorting to “REVERSE AUCTION PROCEDURE” i.e. ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. *Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA.*
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax /e-mail the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VI) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. *Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.*
12. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL and the results of the RA scrapped/ aborted.
13. *Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying techno-commercially.*

*In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum two bidders remain in fray, else no H1 removal.*

**PART – B: GENERAL CONDITIONS OF CONTRACT (GCC)**

SL. NO.	BHEL STANDARD TERMS	Bidder's confirmation	Remarks
1.	<p>Our requirement will be used at <b>3X660 MW, NORTH KARANPURA SITE, JHARKHAND</b>.  Techno-commercial &amp; Pre-Q bids shall be opened first &amp; afterwards price bid shall be opened for qualified bidder(s), who have qualified in Techno-commercial &amp; Pre-Q bids.  Tenders will be received up to <b>13.00 Hours</b> on the said due date.  <u>If the vendor submits offer i.e. Technical &amp; Price bid together in single attachment, the offer shall be liable for rejection.</u>  <u>Price should be submitted as per tender format only &amp; uploaded in the price section.</u>  Note: In order to maintain sanctity of the tender system, it is advised that one Agent cannot represent two suppliers or quote on their behalf in a particular tender.  In the tender, either one agent on behalf of the principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for same item/product.</p>		
2.	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Otherwise the offer will be treated as Unsolicited Offer and same will not be opened".		
3.	<p>BHEL keeps its right to <b>reject / load</b> any offer which is having deviations to BHEL Specifications, Standard Terms &amp; Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained.  In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.</p>		
4.	The equipment offered shall be strictly conforming to the specification and for complete unit.		
5.	No offer for individual accessories or part machinery will be accepted.		
6.	<b><u>PAYMENT TERMS:</u></b> <b>Shall be as per SCC of tender. No advance shall be paid. Payment shall be paid in INR only.</b>		
7.	<b><u>WARRANTY/GUARANTEE:</u></b> As specified in SCC OF TENDER.		
8.	<b><u>DELIVERY TERMS:</u></b> As specified in SCC OF TENDER.		
9.	<b><u>DISCOUNTS:</u></b> Discounts offered by the vendor in price shall not be entertained by BHEL. The vendor should factor in his discount in the price offer only. In spite of the same, if a discount is offered by the bidder, the same shall not be considered for evaluation of the offer, but purchase order shall be issued on bidder's final discounted price.		
10.	<b><u>LIQUIDATED DAMAGE/PENALTY CLAUSE:</u></b> As specified in SCC OF TENDER.		
11.	<p><b>a. <u>SECURITY DEPOSIT BANK GUARANTEE(SDBG):</u> Not Applicable</b>  <b>b. <u>PERFORMANCE BANK GUARANTEE (PBG):</u> Not Applicable</b></p>		
12.	<p>The sealed tenders super scribing tender number and due date should be <b>addressed to:</b>  <b>Dy Manager/Purchase, Bharat Heavy Electricals Limited, PSER, BHEL BHAWAN, DJ-9/1, SALT LAKE, SECTOR-II, KOLKATA - 700 091, India.</b></p>	Not Applicable	
13.	<b><u>INSPECTION:</u></b> As specified in SCC OF TENDER.		
14.	<b><u>CONSIGNEE DETAILS OF THE EQUIPMENT: -</u></b> As specified in SCC OF TENDER. All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.		
15.	The manufacturing <b>progress</b> will have to be furnished to us periodically in the form and manner required by us.		

16.	Supplier must submit with their offer list of customers (with their full address and their purchase reference number) to whom they have supplied similar machine in the past five years. The year of supply should also be indicated.		
17.	The quotation should be valid at least for a period of <b>SIX (06) Months</b> from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.		
18.	<b><u>FORCE MAJEURE:</u></b> The vendor shall be subject to force majeure clause defined as under: This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war. The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.		
19.	<b><u>ARBITRATION &amp; CONCILIATION</u></b>		
19.1	<b><u>ARBITRATION :</u></b>		
19.1.1	Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 19.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, 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 contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.  The Arbitrator shall pass a reasoned award.  Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 19.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.		
19.1.2	In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.		
19.1.3	The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the		
पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220			Page - 21 of 34

	Arbitrator.		
19.1.4	Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.		
19.2	<p><b><u>CONCILIATION:</u></b></p> <p>If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>Notes:</p> <ol style="list-style-type: none"> <li>1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</li> <li>2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</li> </ol> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC (as available in <a href="http://www.bhel.com">www.bhel.com</a>). The Procedure 2.3 together with its Formats (as available in <a href="http://www.bhel.com">www.bhel.com</a>) will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.</p> <p>The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 (as available in <a href="http://www.bhel.com">www.bhel.com</a>) to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 (as available in <a href="http://www.bhel.com">www.bhel.com</a>) with effect from the date as intimated by BHEL to it.</p>		
19.3	<p><b><u>No Interest payable to Contractor</u></b></p> <p>Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.</p>		
20.	<p><b><u>JURISDICTION:</u></b></p> <p>All disputes or differences arising out of or in connection with the Purchase Order shall be subject to the exclusive jurisdiction of Courts (pecuniary or territorial) viz Commercial Court Rajarhat/ District Court Barasat ( 24 PGN North) as the case may be and Calcutta High Court at Kolkata</p>		
21.	<p><b><u>RIGHTS OF BHEL:</u></b></p> <p>(A) To withdraw any portion of work/supply and/or to restrict / alter the quantum of work/supply as indicated in the contract during the progress of work/supply and get it done through other agency and/or to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.</p> <p>(B) To terminate the contract or withdraw portion of work/supply and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:</p> <ol style="list-style-type: none"> <li>i) Contractor/Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/supplier including unexecuted portion of work/supply does not appear to be executable within balance available (#) period considering its performance of execution.</li> <li>ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</li> </ol>		
<p>पावर सेक्टर पूर्वी क्षेत्र ( मुख्यालय )</p> <p>POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091</p> <p>फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220</p>			Page - 22 of 34

	<p>iii) Non-completion of work/Non-supply by the Contractor / Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/supplier.</p> <p>iv) Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier.</p> <p>v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL.</p> <p>vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.</p> <p>(#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.</p> <p><b>(C) Risk &amp; Cost Amount against Balance Work:</b>  Risk &amp; Cost amount against balance work shall be calculated as follows:  Risk &amp; Cost Amount= [(A-B) + (A x H/100)]  Where,  A= Value of Balance scope of Work/Supply (*) as per rates of new contract  B= Value of Balance scope of Work/Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC &amp; ORC, if any.  H = Overhead Factor to be taken as 5  In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).  (*) Balance scope of work / supply (in case of termination of contract):  Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk &amp; cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.  Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.  Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.  However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.  NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk &amp; Cost amount.</p> <p><b>(D) LD against delay in executed work/ supply in case of Termination of Contract:</b>  LD against delay in executed be work / supply shall calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor / supplier. For this purpose, contract value shall be taken as Executed Value of work / supply for the purpose of limiting the maximum LD value.  Method for calculation of "LD against delay in executed work / supply" is given below.  i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor / supplier = T1  ii) Let the value of executed work / supply till the time of termination of contract= X  iii) Let the Total Executable Value of work / supply for which inputs/fronts were made available to contractor / supplier and were planned for execution till termination of contract = Y  iv) Delay in executed work / supply attributable to contractor/supplier i.e. T2=[1-(X/Y)] x T1  v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as period of delay attributable to contractor/ supplier.</p> <p><b>(E) Recoveries arising out of Risk &amp; Cost and LD or any other recoveries due from Contractor.</b>  Following sequence shall be applicable for recoveries from contractor / supplier on whom risk &amp; cost has been invoked, after informing the contractor / supplier of the total proposed recovery :</p>		
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	<p>a) Dues available in the form of Bills payable to contractor / supplier, SD, BGs against the same contract.</p> <p>b) Demand notice for deposit of balance recovery amount shall be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.</p> <p>c) If contractor / supplier fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:</p> <p>i) Dues payable to contractor / supplier against other contracts in the same Region / Unit shall be considered for recovery.</p> <p>ii) If recovery cannot be made out of dues payable to the contractor / supplier as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor / supplier.</p> <p>iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor / supplier.</p>		
22.	<b>LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS &amp; CONDITIONS</b>		
i)	Bank Guarantee: Non submission of 10% BG (if applicable) will attract 10% loading on the offers.		
ii)	<b>Penalty Clause:</b> Non acceptance of penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Ex: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.		
iii)	For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.		
23	<b>Note:</b> The offers not complying the above Terms & Conditions will not be accepted.		

**Note:**

01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.
02. Any deviation sought by the bidder should be indicated in the techno-commercial offer.
03. **Bidder should write “accepted” in the column “Bidder’s confirmation” for each clause, if the conditions are agreeable or else should write the deviations sought in “Bidder’s Deviation(if any)” column. Offers with deviation are liable for rejection.**
04. If any clause left blank, shall be presumed that the clause is accepted by the bidder.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

**PART-C: TECHNICAL SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT****Technical Specifications of CS Pipes**

Sl.No.	Pipe size	REQ. QTY (In Meter)	Material Grade
1	50 NB	36.4	CS Pipe - A 106 Gr.B, SEAMLESS, ASME B36.10
2	150 NB	384	CS Pipe - A 106 Gr.B, SEAMLESS, ASME B36.10
3	250 NB	108	CS Pipe - A 106 Gr.B, SEAMLESS, ASME B36.10
4	350 NB	36.8	CS Pipe - A 106 Gr.B, SEAMLESS, ASME B36.10
5	400 NB	2	CS Pipe - A 106 Gr.B, SEAMLESS, ASME B36.10
6	450 NB	134	CS Pipe - A 106 Gr.B, SEAMLESS, ASME B36.10

**Special Conditions of Contract**

1	THE TOTAL QUOTED PRICE AGAINST EACH ITEM SHALL BE ALL INCLUSIVE i.e [BASIC+PACKING+FREIGHT + TRANSIT INSURANCE] EXCLUDING GST.
2	<b><u>EVALUATION &amp; AWARDED CRITERIA:</u></b>  All Inclusive Total D.A.P basis i.e. [Basic + Packing + Freight + Transit Insurance] excluding GST for all the items.  Offer validity shall be for a period of 6 months.
3	BIDDER SHOULD SUPPLY TENDERED CS PIPES WHICH WOULD BE FROM THE FOLLOWING CUSTOMER RECOMMENDED MANUFACTURER OF CS PIPES <ul style="list-style-type: none"> <li>i. Indian Seamless Metal tubes, Baramati, India</li> <li>ii. Indian Seamless Metal tubes, Ahmednagar, India</li> <li>iii. Maharashtra Seamless, Raigad, India</li> <li>iv. Dalmine, Italy</li> <li>v. Kawasaki Steel Co., Japan</li> <li>vi. Mannesman &amp; Vallourac , Germany</li> <li>vii. Sumitomo Metal, Japan</li> <li>viii. S.C.Petrotube SA, Romania</li> <li>ix. NKK, Japan</li> <li>x. Arcelar Mittal, Romania</li> </ul> <b>Bidder has to submit declaration about the Indian manufacturer and foreign manufacturer of the CS pipe and relevant documents may be produced in support of the same, if so desired by BHEL.</b>
4	<b>SCOPE OF WORK</b>  The scope covers design, engineering, manufacturing, inspection, testing at manufacturer's / works, proper packing, transportation to site including freight, Transit Insurance, etc of CS Pipes for 3x660 MW units at North Karanpura Super Thermal Power Project, Jharkhand.  Tendered CS pipes should be manufactured as per NTPC/BHEL approved manufacturer quality plan, data sheet and GA drawing. NTPC inspection of the CS pipes will be conducted at manufacturer works as per approved MQP, Data Sheet & GA drawing.  All materials should be accompanied with guarantee certificate, manufacturers test certificate and issued MDCC from NTPC/BHEL.

5	<p><b>INSPECTION, TESTING AND INSPECTION CERTIFICATES</b></p> <p>To facilitate advance planning of inspection in addition to giving inspection notice the vendor shall furnish inspection program indicating schedule dates of inspection in BHEL Quality System and inspection will be conducted as per customer/owner Approved MQP, DS &amp; GA. Supplier has to submit the MQP and data sheet in line with the BHEL standard relevant document (attached) with new model number as per BOQ for BHEL/customer approval.</p> <p>Before any plant/ equipment leave the place of manufacture, BHEL/NTPC shall be given the option of witnessing inspections &amp; tests for compliance with specifications &amp; related standards.</p> <p>For imported pipes, vendor shall submit the co-related MTC of manufacturer, duly endorsed by LRQA/BVQI/TUV.</p>
6	<p><b>MATERIAL DESPATCH CLEARANCE CERIFICATE (MDCC)</b></p> <p>MDCC shall be issued by BHEL/ owner representative prior to dispatch. Inspection of CS pipes will be inspected by BHEL/owner. In case the tests are not witnessed by BHEL/ owner's representative, vendor should submit their internal inspection report, the test certificates to BHEL for quality review and MDCC will be issued thereafter by BHEL/NTPC.</p> <p>Materials should be directly dispatched by bidder from manufacturer works to North Karanpura STPP project site.</p>
7	<p><b>COMPLETION PERIOD</b></p> <p>Tendered CS pipes will be delivered within 8 weeks from the date of issuance of Purchase order.</p>
8	<p><b>Payment Terms:</b></p> <p>90% of basic price shall be released within 45 days against receipt of materials at North Karanpura Site on submission of following documents:</p> <ul style="list-style-type: none"> <li>○ Invoice / GST compliance tax invoice in original.</li> <li>○ LR / RR (consignee copy).</li> <li>○ Packing list.</li> <li>○ BHEL / customer MDCC enclosing QS note, inspection &amp; test certificate, wherever applicable</li> </ul> <p>10% of basic price shall be released within 45 days after completion of Guarantee period.</p> <p>Applicable GST portion of invoice shall be released only upon,</p> <ul style="list-style-type: none"> <li>○ Such invoice appearing in GSTR-2A/2B of BHEL on filing of valid returns by vendor as per GST law within time line prescribed for availing ITC by BHEL, and</li> <li>○ Receipt of Goods / services and Tax Invoice by BHEL, and</li> <li>○ Confirmation of payment of GST thereon by vendor on GSTN Portal.</li> <li>○ Payment shall be made by BHEL site office within 30 days of receipt of invoice subject to its completeness in all respects as per BHEL's procedure.</li> </ul>
9	<p><b>Consignee address:</b></p> <p>CONSTRUCTION MANAGER</p> <p>BHEL SITE OFFICE, 3X660 MW NTPC NORTH KARANPURA PROJECT</p> <p>SITE OFFICE: TANDWA, P.O-TANDWA, DIST-CHATRA, JHARKHAND</p> <p>PIN-825321</p>

10	<b>Guarantee:</b> Guarantee of the supplied CS pipes for a period of 12 months from the date of commissioning or 18 months from the date of receipt at NKP site whichever period shall be earlier.
11	<b>PAYING AUTHORITY:</b> Construction Manager, BHEL site office, 3X660 MW North Karanpura Super Thermal power Project, Jharkhand.
12	<b>Insurance</b> Transit Insurance is in bidder scope.
13	<b>LIQUIDATED DAMAGES (LD):</b> If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period for which LD is applicable shall be worked out based on portion of time extension granted solely attributable to contractor at the end of the contract. In case of LD recovery, the applicable GST shall also be recovered from contractor.
14	<b>INTEREST BEARING RECOVERABLE ADVANCE/ MOBILISATION ADVANCE/ OVERRUN COMPENSATION (ORC)/ PVC/ REVISION ON ACCEPTED RATE:</b> Not applicable.
15	<b>PERFORMANCE BANK GUARANTEE (PBG) &amp; SECURITY DEPOSIT (SD):</b> Not applicable
16	<b>TAXES, DUTIES ETC:</b>
16.1	All taxes excluding GST & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.
16.2	GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.
16.3	Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.
16.4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
16.5	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
16.6	TDS under GST shall be deducted as per prevailing GST rules from the bills.
16.7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
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16.7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
16.7.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
16.7.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
16.7.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
16.7.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: -  "I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.
16.7.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
16.7.5	You shall comply with all statutory amendment/notifications in this respect.
16.8	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.  BHEL GSTN – 20AAACB4146P5ZP for JHARKHAND.  Name - BHARAT HEAVY ELECTRICALS LIMITED  Address - Construction Manager, BHEL site office, 3X660 MW North Karanpura Super Thermal power Project, Jharkhand.  Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.
16.9	Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address. and Email address – Shall be intimated later.  Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
16.10	In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
16.11	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
16.12	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.
16.13	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any

	other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.
16.14	Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act, and the same is available to BHEL in FORM GSTR-2A/2B electronically through the common portal. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.
16.15	Way Bill: Successful bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.
16.16	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
16.17	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
17.0	<b>QUANTITY VARIATION</b>
	+/- 10% against each item of price schedule.

	TITLE	PIPE SCHEDULE FOR CPU										
	OWNER	NTPC LIMITED										
	CLIENT	BHARAT HEAVY ELECTRICALS LTD.										
	PROJECT	3X660 MW NTPC NORTH KARANPURA STPP (EPC)										
	SERVICE	1.CONDENSATE INLET & OUTLET (MBE VESSELS/ SERVICE VESSEL AREA) 2.CONDENSATE TO HOT WELL (MBE VESSELS/ SERVICE VESSEL AREA) 3. AIR VENT LINE (MBE VESSELS/ SERVICE VESSEL AREA)									PAGE No.	1
PIPE	Nominal Diameter (NB) In mm	15	25	40	50	80	100	150	200	250	350	450
	Outside Diameter (mm)	21.34	33.4	48.3	60.3	88.9	114.3	168.3	219.1	273.0	355.6	457.0
	Wall Thickness (mm) AS PER ASME B36.10	2.77	3.38	3.68	3.91	5.49	6.02	7.11	8.18	9.27	11.13	14.27
	Pipe Schedule	SCH 40				SCH 40						
	Material	A 106 Gr.B, SEAMLESS				A 106 Gr.B, SEAMLESS						
	Dimensional Std.	ASME B36.10				ASME B36.10						
	Pipe End	Plain End				Bevel End						
ELBOW	Material	ASTM A 105				ASTM A 234 Gr.WPB ,SMLS						
	Type	SW, 3000#				BW, SCH 40						
	Dimensional Std.	ASME B16.11				ASME B16.9						
TEE (EQUAL)	Material	ASTM A 105				ASTM A 234 Gr.WPB ,SMLS						
	Type	SW, 3000#				BW, SCH 40						
	Dimensional Std.	ASME B16.11				ASME B16.9						
TEE (UNEQUAL)	Material	ASTM A 105				-						
	Type	SW, 3000#				-						
	Dimensional Std.	ASME B16.11				-						
Concentric Reducer (Reducing Coupling)/ Eccentric Reducer	Material	ASTM A 105				ASTM A 234 Gr.WPB ,SMLS						
	Type	SW, 3000#				BW, SCH 40						
	Dimensional Std.	ASME B16.11				ASME B16.9						
End Cap/Dish End	Material	ASTM A 105				ASTM A 234 Gr.WPB ,SMLS						
	Type	SW, 3000#				BW, SCH 40						
	Dimensional Std.	ASME B16.11				ASME B16.9						
Coupling (Half)	Material	ASTM A 105				-						
	Type	SW, 3000#				-						
	Dimensional Std.	ASME B16.11				-						
FLANGE	Type	SWRF				SORF						
	Material	ASTM A 105				ASTM A 105						
	Dimensional Std.	ASME 16.5, 300#				ASME 16.5, 300#						
Gaskets	Type	Raised Face (RF)										
	Material	SPRIAL WOUND, 4.5mm THK.										
	Dimensional Std.	ASME B16.20, 300#										
Fasteners	Type	Stud bolt with 2 Nut and Washer										
	Material	A193 Gr.B7 For BOLT, A194 Gr.2H For NUT										
	Dimensional Std.	ASME B18.2.1/ASME B18.2.2										
Valves	Type											
	Material					Refer - VALVE LIST						
	Dimensional Std.											



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**PRICE SCHEDULE (UNPRICED)**

**PLEASE REFER**

**E-PROCUREMENT PORTAL <https://eprocurebhel.co.in>**

**PRICE SCHEDULE**

**PLEASE REFER**

**E-PROCUREMENT PORTAL <https://eprocurebhel.co.in>**

**PART-H:**  
**FORMS AND PROCEDURES**

**F-01**

**RTGS FORMAT**

**Form for getting payment through RTGS (Real Time Gross Settlement)**

01. NAME OF VENDOR:
02. ADDRESS:
03. VENDOR'S BANK A/C NAME:
04. VENDOR'S BANK A/C NO.:
05. NAME OF BANK:
06. NAME OF BRANCH:
07. BRANCH PH. NO.:
08. CITY:
09. IFSC CODE OF THE BRANCH:

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED  
REPRESENTATIVE OF VENDOR WITH  
DATE & SEAL

CONFIRMATION BY BANKER WITH  
OFFICE SEAL

**Note: Incorrect information will create accounting complications and payment will be delayed.**

**VENDOR DETAILS**

- 1. Name & address of the vendor/company:**
- 2. PAN No. of the vendor/company (scan copy of PAN Card):**
- 3. Contact Person for the vendor/company:**
- 4. Mobile number & E-mail of the contact person:**
- 5. VAT / TIN:**
- 5. CST:**

**SIGNATURE OF THE BIDDER WITH DATE & SEAL**

## F-03

**FORMAT FOR DETAILS OF BIDDER**

NAME OF BIDDER	
FAX NO.	
Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/ undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Mobile*	

SIGNATURE OF THE BIDDER WITH DATE &amp; SEAL

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: BHEL-PSER

Name of Work: Supply of CS Seamless Pipes of various diameter for 3x660 MW North Karanpura Super Thermal Power Project, Jharkhand.

TENDER NO.: PSER:SCT:NKP-M2214:23

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only, rate filled here will automatically reflect in SCH-1 - TOTAL PRICE

NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	TOTAL PRICE (INR) EXCLUDING GST IN FIGURE	TOTAL PRICE (INR) IN WORDS
1	2	13	55
1	TOTAL PRICE for Supply of CS Seamless Pipes of various diameter for 3x660 MW North Karanpura Super Thermal Power Project, Jharkhand		INR Zero Only

**VOLUME-III  
PRICE SCHEDULE, REV-00**

**JOB: Supply of CS Seamless Pipes of various diameter for 3x660 MW North Karanpura Super Thermal Power Project, Jharkhand.**

**TENDER NO - PSER:SCT:NKP-M2214:23**

**PREAMBLE**

<b>Name of the Bidder/ Bidding Firm / Company :</b>	<b>0</b>
<b>SL. NO.</b>	<b>DESCRIPTION</b>
1	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully before filling in rates for various items. Clauses under this preamble shall be read in conjunction with various volumes of tender and other tender sections as applicable and shall have precedence over any contrary statement mentioned any where in this document.
2	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions. Drawings enclosed with the tender are only preliminary and for tender purposes and giving some idea of the work involved. The work is to be executed as per drawings & documents, which shall be furnished during execution.
3	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
4	In case Sealed /Paper Price Bids are opened for finalisation of the tender, for any Item Rate/BOQ based contract, possibility of variation of quantity/ addition/deletion of items can not be ruled out. Under such circumstances, after execution of work, if it is observed that standing as L-1 is changed based on actual quantity executed, the bidder shall give suitable rebate to maintain your standing as L-1. Since this aspect can be assessed at the end of execution, necessary adjustment will be effected at the end of execution in final bill. This condition shall not be applicable where the tender is finalised through Reverse Auction.
5	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate items and/ or other optional items with respect to item-wise lowest rates (amongst the participating bidders), before placement of order.
6	The rates quoted shall be inclusive of cleaning of site of any vegetation, dressing , clearing of old structures and leveling etc. including fixing of grid pillars, benchmarks etc. required for commencement of site activities. No separate payment will be made towards the same. However, if separate rate for such item is available in the rate schedule, the same shall be considered.
7	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language.
8	All works item wise shall be measured upon completion and paid for at the rates quoted and accepted as per BHEL approved payment schedule/billing break-up.
9	The tender shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
10	No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
11	Bidders are not allowed to alter the Price Schedule format including item description, quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them. BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified/altered by them. Also putting any comments instead of rates/price in the designated column of the rate schedule shall make the offer liable for rejection.
12	Engineer's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.
13	No interest, whatsoever, shall be payable by BHEL on the security deposit, any bank guarantee submitted or any amount due to successful bidder/contractor.

**VOLUME-III  
PRICE SCHEDULE, REV-00**

**JOB: Supply of CS Seamless Pipes of various diameter for 3x660 MW North Karanpura Super Thermal Power Project, Jharkhand.**

**TENDER NO - PSER:SCT:NKP-M2214:23**

**PREAMBLE**

**Name of the  
Bidder/  
Bidding  
Firm /  
Company :**

**0**

**SL. NO.**

**DESCRIPTION**

14 Size and weights of various items are mentioned in the attached BOQ cum rate/price schedule for reference purpose only & these shall not be taken into consideration for quoting/calculating amount in the rate schedule. These shall be utilised as per relevant sections of tender. Bidders shall quote for each item in the rate column, taking unit as mentioned in the quantity column. Rates shall be filled in both figures and words. Amount shall be calculated based upon these rates multiplied by the mentioned quantity for the respective items.

15 Bidder's Total price will be shall be considered for evaluation unless stated otherwise.

VOLUME-III PRICE SCHEDULE, REV-00			
JOB: Supply of CS Seamless Pipes of various diameter for 3x660 MW North Karanpura Super Thermal Power Project, Jharkhand.			
TENDER NO - PSER:SCT:NKP-M2214:23			
SCH-1 - TOTAL PRICE			
Name of the Bidder/ Bidding Firm / Company :	0		
SL NO	DESCRIPTION	PRICE SCHEDULE REF	TOTAL PRICE (IN INR) (IN FIGURE AND WORDS)
1.0	TOTAL PRICE for Supply of CS Seamless Pipes of various diameter for 3x660 MW North Karanpura Super Thermal Power Project, Jharkhand	SCH-2- TOTAL PRICE BREAK UP	0.00
<b>NOTE</b>			
1.0	All Inclusive in Basic Amount i.e. [Basic + Packing + Freight + Transit Insurance] excluding of GST .		
2.0	Bidder shall quote their total price only at sl no 1.0 above, for entire scope under this tender. The total price above shall be considered for evaluation & awarding. As such total price should be completed in all respect for the full scope defined and considering all terms and conditions.		
3.0	As such, bidder shall not indicate/ quote any amount/ rate at any other schedule. As such, any uncalled figure/ amount noted at any other place/ schedule of Volume-III will not be recknoed & will stand null & void and their offer may be liable for rejection.		
4.0	Based on the item wise percentage allocations at SCH-2, the amount for the individual items of the Bill of Quantity shall be arrived at. The rates of individual items shall be derived from the amount against each items and its quantity after rounding off upto 3 decimal places. However, RA bill payment shall be done after rounding off the gross amount to two decimal points. Any adjustment, if required, due to such methodology, will be effected / adjusted in final bill.		
5.0	Price format shall not be changed by bidder in any case and it may lead to cancellation of the offer.		