

Bharat Heavy Electricals Ltd.,

(A Government of India undertaking)

Electronics Division

PB No.2606, Mysore Road, Bangalore-560026, India

Quotations are invited under two part bid system for Supply and I&C of Security Watch tower for 50MW Mahagenco project through e-procurement route.

RFQ NO and date	BKC0000051 dated 14.09.2020. (E-tender)
RFQ due date & time	25.09.2020 up to 13.00 hrs (IST)
Date, Time & Venue of Part-I Bid Opening	25.09.2020 after 13.30 hrs (IST) (E-tender) – Website - https://bhel.abcpocure.com
Date, Time & Venue of Price Bid opening	Will be intimated later for technically accepted vendors.
Address for Communication & Contact Person in BHEL	Engineering Department: Mr. Vijay Choudhary (9415041583) Purchase Department: Mr. Chandan BK (9739252560) BHEL Electronics Division, PB NO 2606, Mysore road, Bangalore-560 026. INDIA Email: chandanbk@bhel.in vijayk.choudhary@bhel.in

REQUEST FOR QUOTATION

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: BKC0000051 RFQ DATE : 14.09.2020	Due Date/Day: 25.09.2020 FRI Time : 13:00 HRS E-TENDER
MMI:PU:RF:003			
(address for communication) :		(for all correspondence)	
		Purchase Executive : CHANDAN BK Phone : 080 26989608 Fax : 26989217 E-mail: chandanbk@bhel.in	

SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	PS0679083588 Galvanized steel security watch tower * HSN/SAC : 7301 Test Certificate Design, engineering, preparation of working drawings, furnishing foundation design, fabrication, Galvanizing, supplying of Structural Steel Watch Tower as per Technical Specifications PS-439-1314 (Note: 1 set is for one Watch Tower)	8	ST	8	28.11.2020
2	PS0679083596 Erection of galvanized steel watch tower * HSN/SAC : 9954 I&C: Erection of watch Towers at designated locations in solar power plant as per Technical Specifications PS-439-1314 (Note: 1 AU represents one Watch Tower)	8	AU	8	23.01.2021

Total Number of Items - 2

- 1.
- 2.

NOTES:

1. This RFQ is governed by:
 - a) INSTRUCTIONS TO BIDDERS/SELLERS and GENERAL CONDITIONS OF CONTRACT FOR PURCHASE available at <http://edn.bhel.com> (**RFQ-PO Terms & Conditions**)
 - b) Any other specific Terms and Conditions mentioned.
 2. Bidders / Representatives who would like to be present during opening of offers are required to furnish authorization letter for the same.
- * The HSN/SAC no mentioned against the line items in the RFQ are indicative only.

For and On behalf of BHEL.

CHANDAN BK
Semiconductors & Pho

1 OF 1

PRE QUALIFICATION CRITERIA:

1. For Fabrication:

- A. Bidder to be a manufacturer of Fabricated Structures. A declaration of being Manufacturer to be submitted by the Vendor which contains postal address of their factory/works where the structures are manufactured and also the details (names/phone) of contact persons.
- B. Bidder should have supplied a single steel structures/assemblies of minimum 2 MT during the last five years from the date of tender opening. As evidence to this, copy of such purchase orders along with relevant drawings and their performance report/completion certificate/inspection clearance report/Dispatch documents/Sale Invoices/other equivalent document as a proof for successful execution of the order is to be submitted.

2. For Hot Dip Galvanization facility:

A declaration of Hot Dip Galvanising Facility either in-House or through third party shall be given by the bidder.

BHEL reserves the right to ask any other relevant documents to substantiate the above.

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**TECHNICAL SPECIFICATION FOR
DESIGN, SUPPLY AND ERECTION OF
WATCH TOWERS
FOR MAHAGENCO 50 MW SPV POWER PROJECT
AT
KOUDEGAON, DISTT. OSMANABAD (MAHARASHTRA)**

Revision details :Rev.01	Prepared VKC	Approved PM	Date 10.06.2020
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	Technical specification for Design, supply and erection of Watch Towers for MAHAGENCO 50 MW SPV Power Project at Koudgaon, Distt. Osmanabad (Maharashtra)	PS-439-1314
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1.0 Introduction:

Bharat Heavy Electricals Limited (BHEL), Electronics Division, Bangalore is setting up 50 MW (AC) Grid-connected Solar PV Power Plant for MAHAGENCO at Koudgaon, Distt.: Osmanabad, Maharashtra. This technical specification describes the vendor scope of design, supply and erection of Watch Towers for the power plant.

2.0 Location of the power plant:

50MWAC Crystalline Grid Interactive Solar PV Power Project at Koudgaon, Distt.-Osmanabad, Maharashtra

3.0 Overview of solar PV power plant:

MAHAGENCO 50MW solar photovoltaic power plant at Koudgaon, Distt. -Osmanabad, Maharashtra comprises of an array of solar PV modules, power conditioning units, transformers, breakers etc. and power is exported to transmission grid.

Eight (8) watch towers for 50MWAC Project, made of hot dip galvanized steel confirming IS 2062 and IS 4759:1996 with 85 micron galvanization, shall be designed and constructed as per relevant IS/ IEC standards in view of the safety and security of the power plant. The height shall be decided with a view to cover the complete plant area and all its equipment for security purpose.

4.0 Vendor scope:

Sr. No.	Item Description	Unit	Qty.
1	Design, engineering, preparation of working drawings, furnishing foundation design, fabrication, Galvanizing, supplying of Structural Steel Watch Tower as per Technical Specifications (Note: 1 set is for one Watch Tower)	Set	8
2	I&C: Erection of watch Towers at designated locations in solar power plant (Note: 1 AU represents one Watch Tower)	AU	8

5.0 Warranty for Watch Towers:

Vendor shall provide warranty of 12 months from the date of completion of erection or 18 months from the date of completion of supplies, whichever is later.

6.0 BHEL scope:

For the sake of clarity, BHEL scope for supply and I&C of Watch Towers:

- Civil works/foundation for watch towers as per approved drawing shall be constructed by BHEL's civil contractor.
- Plastering / painting work for civil portions only.

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- c) Complete electrical works like searchlight, floodlight along with PTZ night vision cameras and siren which shall be operated locally and remotely from the control room

Note:

1. All the necessary cut-out/support provisions for all mountings shall be in vendor's scope.
- 2. Foundation bolts need to be supplied by vendor well in advance.**

7.0 Documents to be submitted along with offer:

- 1) Details of company of the bidder with credentials.
- 2) Vendor has to enclose the deviation sheet clause wise separately in case any deviations are sought by the vendor. Absence of any deviation sheet shall be taken as compliance of BHEL specification in total without any deviation.

8.0 Technical specification – Design, supply and erection of Watch Towers:

8.1 Design Parameters:

The watch tower shall be designed for the following loads:

- I. Dead Load: Self-weight of the structure
- II. Additional Load: Approx. load of 4 persons i.e. 400 Kgs.
- III. Wind Load: The wind speed for design consideration shall be 150 KMPH. Wind load shall be as per provisions of IS 875 (Part 3): 2015.
- IV. Seismic load: Seismic load shall be calculated as per IS 1893 (Part 1): 2016
- V. Load Combinations: A judicious combination of the loads specified above to be taken in consideration, keeping in view the probability of their simultaneous action and their disposition in relation to other loads and severity of stresses or deformations caused by combinations of the various loads is necessary to ensure the required safety in the design of a structure.
- VI. Other Criteria of design:
 - a. Framework shall be robust and self-supporting
 - b. All welding should be continuous, wherever possible.
 - c. Deflection criteria shall be as per IS code
 - d. Roof slope shall not be flatter than 1:10
 - e. No rod bracing shall be allowed

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The vendor shall carry out the structural analysis and design of the watch tower based on the relevant Indian codes using STAAD.pro computer software, preparation of GA & Fabrication drawings using Auto CAD software. The GA drawings/Foundation Drawings/Fabrication Drawings (In PDF as well as in Autocad) along with detailed design Documents & STAAD Pro analysis shall be submitted to BHEL/End Customer for approval. The work will be carried out as per design/drawing approval by BHEL/End Customer only.

8.2 Material:

The structural material of Watch Tower shall be conforming to mild steel of IS2062 Grade E250. The Raw material test certificate shall be submitted along with supply and at the time of Pre-Shipment Inspection(s).

8.3 Fabrication:

- I. Fabrication of watch towers shall be done as per approved drawing by BHEL/End Customer only. For understanding purpose, a tentative general arrangement of watch tower is being attached with specification.
 - II. The height of watch tower shall be decided with a view to cover the complete plant area and all its equipment for security purpose. Minimum height of watch tower shall be 6.5 Meters above Foundation.
 - III. Each Watch Tower shall be equipped with one (1) searchlight and one (1) floodlight along with two (2) PTZ night vision cameras and one (1) siren, which shall be operated locally and remotely from the control room. All the equipment shall be provided by BHEL, However, the necessary cutouts/provisions for the same shall be the part of GA drawings.
 - IV. A watchman room of 2.5m x 2.5m size shall be provided on watch tower with a provision of 750 mm wide space all around, door, windows and railing, etc.
 - V. Chequered plate minimum thickness shall be 3 MM.
 - VI. Galvalume sheet of 0.5mm thick (corrugated) to be used for Roofing Sheet and Cabin walls
 - VII. Sliding window on three sides - Aluminium window frame and sliding panel with glazing 4mm thick to be used.
 - VIII. Hinged door on ladder side with pad lock to be done.
 - IX. Sufficient brazing to be provided for cabin walls and support of window frames with MS flat (4 mm thick).
 - X. Minimum weld size shall be 6 mm for fillet weld.
 - XI. Minimum Gusset plates thickness shall be 8 mm.
 - XII. Foundation bolts to be supplied well in advance as per approved foundation design.
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XIII. Electrodes for Mild Steel shall confirm to IS 814 (Latest Revision).

XIV. Post welding, the welded area shall be finished as follows:

- a. Grinding to remove burrs, beads, splatter
- b. Apply 1 coat of zinc chromate primer over cleaned surface.
- c. Apply 2 coats of zinc rich paint/ aluminium paint.

8.4 Galvanization:

All angles, channel and other structural members of watch tower shall be hot dip galvanized with coating thickness of 85 microns for protection against corrosion. Pipes shall be standard GI type. Galvanization shall conform to IS-2629, 4759 & 4736 as applicable. Galvanization shall be measured with elcometer and Vendor shall submit the report, from NABL accredited laboratory, Test to determine corrosion performance of Structures as per the applicable IS/ASTM, as and when required.

Chequered plate, gusset plates, flats, MS bars shall be in normal condition and surface finish shall be as per post welding conditions at clause 8.3 above.

8.5 Quality Requirements:

Vendor to submit the MQP and FQP of the watch tower for approval of BHEL/End Customer. The MQP and FQP to essentially take care of all the criteria as listed in the technical requirements of this specification.

8.6 Test reports

Pre-Shipment Inspection (PSI) Call should accompany the following reports:

1. Raw Material test certificates
2. Internal inspection report (Dimensional + galvanization thickness) as per instruction specified in approved MQP and Drawing.
3. Photographs of the offered lot.

BHEL- EDN will go through the reports and depute personnel for PSI.

PSI to be by BHEL/TPI/End Customer.

9.0. Packing instructions

The Watch Tower components shall be packed in bundles with steel straps with corner wedges of plastic/fibre/rubber material to prevent damage to surface during handling. Adequate no. of steel straps shall be provided depending upon the length of the components.

10.0. Delivery Schedule

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10.1. Vendor to submit the design Documents and drawings within 10 days of Purchase order.

10.2. Vendor to complete all supplies within 8 weeks from approval of final fabrication drawing of Watch Tower by BHEL-EDN/End Customer.

11.0. General construction requirements

11.1. Structural Steel

All structural steel design shall be carried out as per IS 800. Structural steel shall conform to IS 2062, Pipe shall be as per medium/high grade of IS 1161, checkered plates shall conform to 3502 and Hollow steel sections for structural use shall conform to IS: 4923.

11.2. List of applicable Indian Standards

Indian codes, and/or standards shall govern, in all the cases wherever they are available. In case of a conflict between such codes and/or standards and the specifications, the stringent provisions shall govern. Such codes and/or standard referred to shall mean the latest revision, amendments/changes adopted and published by the relevant agencies. In case of any further conflict in this matter the same shall be referred to the Engineer-Incharge, whose decision shall be final and binding.

Other internationally acceptable standards shall be accepted, only if, no Indian Standards are existing. However, other standards also will be accepted if the Contractor establishes that the works are meeting the requirements of Indian Standards also. A brief list of Indian Standards applicable to these works is as below:

General

IS: 875-I	Code of Practice for Design Dead Loads for Building and Structures
IS: 875-II	Code of Practice for Design Imposed Loads for Building and Structures
IS: 875-III	Code of practice for design loads (other than earthquake) for buildings and structures.
IS: 1893	Criteria for earthquake resistant design of structures.
IS: 4326	Code of Practice for earthquake resistant design and construction of buildings

Steel structures

IS:800	Code of practice for use of structural steel in general building construction
IS:801	Code of practice for use of cold-formed light gauge steel structure members
IS:802	Code of practice for use of structural steel in overhead transmission line towers
IS:806	Code of practice for use of steel tubes in general building construction
IS:808	Dimensions for hot rolled steel beam, column channel and angle section
IS:811	Specification for cold formed light gauge structural steel sections
IS:813	Scheme of symbols for welding
IS:1079	Hot rolled carbon steel sheet and strip – specification
IS:2062	Hot rolled medium and high tensile structural steel – specification

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IS:4923	Hollow steel sections for structural use.
IS:1161	Steel tubes for structural purpose
IS:2721	Galvanized steel chain link fence fabric – specification

Painting and coating

IS:4736	Hot dip zinc coatings on mild steel tubes
IS:4759	Hot dip zinc coatings on structural steel and other allied products – specification
IS:1868	Anodic coatings on aluminium and its alloys
IS:2395-I	Paintings of concrete, Masonry and plaster surfaces – code of operations and workmanship
IS:2395-II	Code of practice for painting concrete, masonry and plaster surfaces: schedule
IS:1477-I	Code of practice for painting of ferrous metals in buildings: pre-treatment
IS:1477-II	Code of practice for painting of ferrous metals in buildings: painting

Miscellaneous

IS:19805	Code of practice for structural use of un-reinforced masonry
IS:3067	Code of practice for general design details and preparatory works for damp/water proofing
SP:6	Handbook for structural engineers (all parts)
SP:7	National Building Code of India
SP:16	Design Aids for reinforced concrete to IS:456
SP:20	Handbook on masonry design and construction
SP:22	Explanatory handbook on codes for earthquake engineering
SP:24	Explanatory handbook on Indian Standard Code of Practice for plain and reinforced concrete
SP:25	Handbook on causes and prevention of cracks in buildings
SP:32	Handbook on functional requirements of industrial buildings
SP:34	Handbook of concrete reinforcement & detailing

12.0 General conditions applicable during supply, installation and commissioning phase

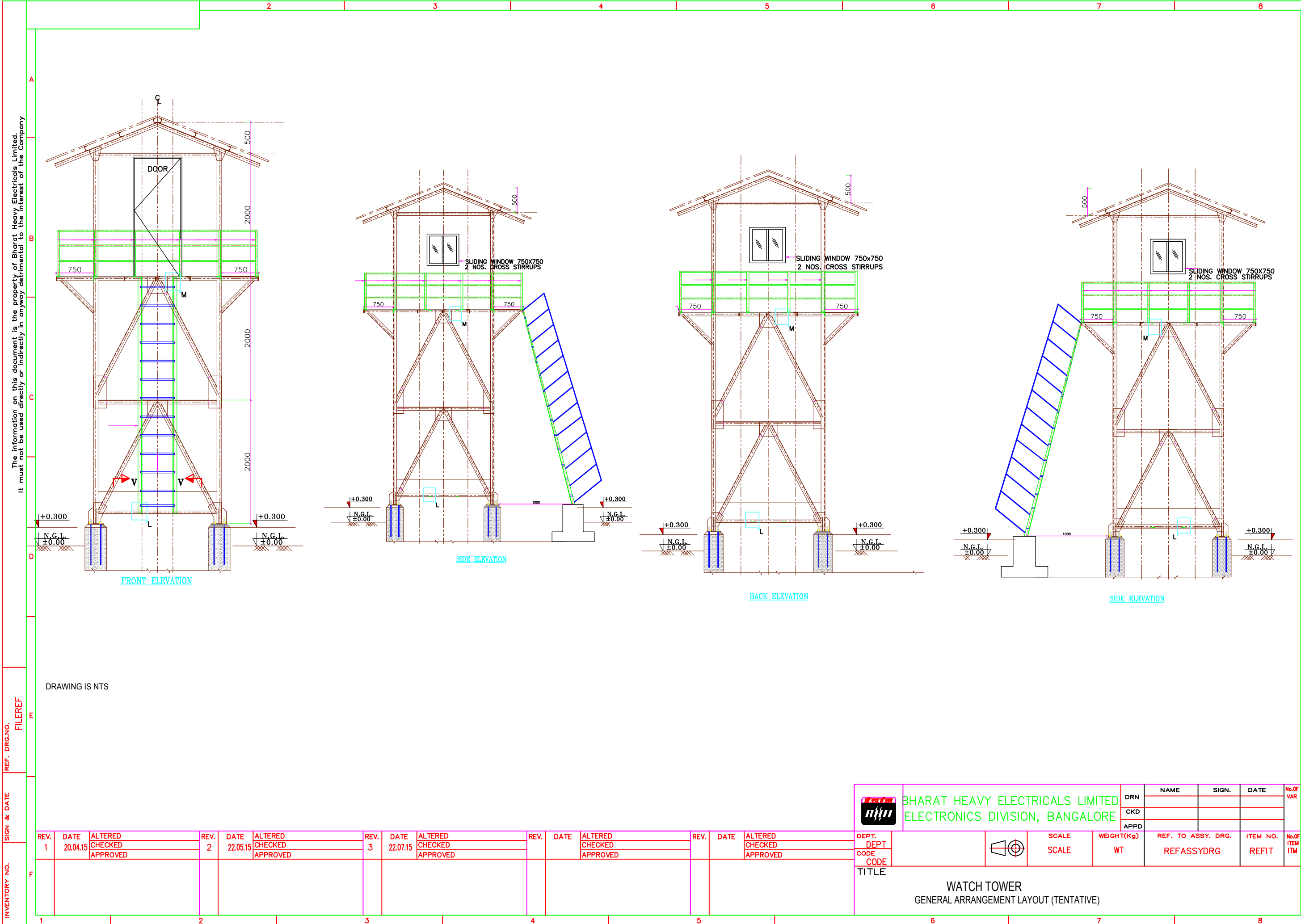
12.1	Vendor shall organize construction power supply on their own. Accordingly, if required, DG sets of suitable capacity shall be deployed by the vendor for construction works.
12.2	Similarly, water required for construction works shall be organized by vendor. Vendor shall organize bore wells at the site if required. In case bore well is not successful, vendor shall make their own alternate arrangements (water tankers etc).
12.3	All machinery such as cranes, hydra, JCBs, forklifts, transport trucks, trolleys, concrete mixers, Ajax machines etc necessary for movement and installation of materials shall be organized by the vendor.

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12.4	All necessary tools and tackles such as screw driver set, power screw drivers, cutting pliers, nose pliers, spanner sets, adjustable spanners, hole saw cutter set, bending tools, torque wrenches, hack saw blades, pipe wrenches, flat / round files, drilling machines, welding machines, steel bar bending tools / templates for RCC works, spade, shovel, hammer etc shall be organized by the vendor.
12.5	All necessary measuring instruments such as measuring tapes, spirit levels etc. shall be organized by the vendor.
12.6	Vendor shall make their own arrangements for necessary food, drinking water and accommodation for their labour and employees posted at the site. Similarly, food and drinking water required at the site, during the construction operations, shall also be in scope of vendor.
12.7	Vendor shall organize all necessary steps to meet statutory requirements such as labour license, PF, ESI, insurance etc. and also ensure compliance with relevant acts such as minimum wages act, income tax act, employee insurance act, BOCW act etc. for their labour deployed at site.
12.8	Vendor shall organize activities such as receipt of all supply items of Watch Tower at site, unloading from the trucks, safe storage at site, movement from storage location to point of construction etc. Vendor shall deploy their own security watch and ward to safeguard their supply items from pilferage. Insurance for the supplied items until the completion of erection of all the Watch Tower shall be the responsibility of vendor.
12.9	Vendor shall maintain updated labour register, with name, age, qualification, salary, attendance details etc at the site.
12.10	Vendor shall use danger boards, wherever required, to ensure safety of the persons during the work at site.
12.11	Vendor shall adhere to all necessary safety norms such as use of helmet, goggles, hand gloves, gumboots, aprons etc. It is the ultimate responsibility of the vendor in all respect to prevent accidents at the site and safeguard their labour from accidents.
12.12	Vendor shall, at the completion of every work, clear off the debris, which resulted out of their work.
12.13	Vendor shall carry out the work without causing inconvenience to other contract groups at the site. In case of conflicts with other groups, vendor shall ensure that the matter is resolved at once amicably so that the progress of work is not affected.
12.14	Any damages on the other buildings, structures etc. of the site, if attributable to the acts of labour / employees of vendor, shall be rectified and made good by the vendor at their own cost.
12.15	No child labour shall be employed for execution of the present contract.
12.16	Any miscellaneous materials, which are found essential for technical completion of the contract but not mentioned explicitly in this specification, shall be deemed to be included in the specification. Accordingly, such materials shall be included by the vendor as part of the offer.

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12.17	BHEL / End customer shall witness routine / acceptance tests performed at manufacturer works for the items supplied by vendor. Vendor shall accordingly provide inspection call to BHEL with submission of quality assurance plan in advance. For the items bought out from dealers, test certificates, as per relevant IS / IEC standards, as issued by manufacturer shall be submitted to BHEL. However, prior approval shall be obtained from BHEL/ End customer for procurement of the item from dealers.
12.18	Field Quality Plan / Quality control system: Vendor shall make arrangements for testing of all construction materials in accordance with FQP (Field quality control plan) as approved by BHEL/ End customer. If required for this purpose, an exclusive testing laboratory shall be established at site. Vendor shall deploy a well experienced quality control engineer to monitor all QC activities at site as per approved FQP.
12.19	Any deviations during construction shall be discussed with BHEL / End customer site engineers and implementation shall be taken up only after approval from BHEL / End customer.
12.20	Vendor shall submit periodic status report, on daily as well as weekly consolidated basis, to BHEL on the progress of the contract.



Supply BOM for Design, supply, Installation & commissioning of Security Watch Tower for MAHAGENCO 50 MW				
Sr. No.	Material Code	Item Description	Unit	Qty.
1	PS0679083588	Design, engineering, preparation of working drawings, furnishing, foundation design, fabrication, Galvanizing, supplying of Structural Steel Watch Tower as per Technical Specifications PS-439-1314 Rev. 01 (Note: 1 set is for one Watch Tower)	Set	8
2	PS0679083596	I&C: Erection of watch Towers at designated locations in solar power plant as per Technical Specifications PS-439-1314 (Note: 1 AU represents one Watch Tower)	AU	8



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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division

PB 2606 , Mysore Road Bangalore , 560026 INDIA

CE:PR:001- Rev 03

INSTRUCTIONS TO BIDDERS

Bidder is requested to read the instructions carefully and submit their quotation taking into consideration of all the points:

A. GENERAL INSTRUCTIONS:

1. Any Purchase Order resulting from this enquiry shall be governed by the Instructions to Bidders (document reference: CE: PR: 001 – Rev 03), General Conditions of Contract (document reference: CE: PR: 002 - Rev 02) and Special Conditions of Contract, if any, of the enquiry.
2. Any deviations from or additions to the “General Conditions of Contract” or “Special Conditions of Contract” require BHEL’s express written consent. The general terms of business or sale of the bidder shall not apply to this tender.
3. Regret letter (either through post or by mail or by EPS) indicating reasons for not quoting must be submitted without fail, in case of non-participation in this tender. Supplier shall be liable for removal as a registered vendor of BHEL when the supplier fails to quote against four consecutive tender enquiries for the same item or all enquiries in last two years for the same item, whichever is earlier.
4. Procurement directly from the manufacturers is preferred. However, if the OEM/ Principal insist on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. Agent/Representative authorized by the OEM/Principal in turn cannot further sub authorize any other firm for submitting the offer or for placement of order.
In case bids are received from the manufacturer/ supplier and his agent, bid received from the agent shall be ignored.
5. Consultant / firm (and any of its affiliates) shall not be eligible to participate in the tender/s for the related goods for the same project if they were engaged for consultancy services for the same project.
6. If an Indian representative/associate/liaison office quotes on behalf of a foreign based bidder, such representative shall furnish the following documents:
 - a. Authorization letter to quote and negotiate on behalf of such foreign-based bidder.
 - b. Undertaking from such foreign based bidder that such contract will be honored and executed according to agreed scope of supply and commercial terms and conditions.
 - c. Undertaking shall be furnished by the Indian representative stating that the co-ordination and smooth execution of the contract and settlement of shortages/damages/replacement/repair of imported scope till the equipment is commissioned and handed over to customer will be the sole responsibility of the Indian representative/associates/agent/liaison office.
 - d. Refer **Annexure I** on “Guidelines for Indian Agents”.
7. In case of imported scope of supply, customs clearance & customs duty payment will be to BHEL account after the consignment is received at Indian Airport /Seaport. Bidders must provide all original documents required for completing the customs clearance along with the shipment. Warehousing charges due to incomplete or

missing documentation will be to supplier's account. All offers for imported scope of supply by air, must be made from any of the gateway ports (within the country) indicated (**Refer Annexure II**).

8. The offers of the bidders who are on the banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL website: http://www.bhel.com/vender_registration/vender.php
9. Business dealings with bidders will be suspended if they are found to have indulged in any malpractices/misconduct which are contrary to business ethics like bribery, corruption, fraud, pilferage, cartel formation, submission of fake/false/forged documents, certificates, information to BHEL or if they tamper with tendering procedure affecting the ordering process or fail to execute a contract, or rejection of 3 consecutive supplies or if their firms / works are under strike/lockout for a long period. Bidder may refer "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available on www.bhel.com for more details.
10. 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 your notice.
11. Offers to be submitted in English language only.
12. 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 price bid/s against this NIT.

Any Indian Bidder intending to avail the benefits shall submit the requisite documents as per the aforesaid orders.

13. The Bidder shall mandatorily submit Declaration as mentioned below, under Rule 144(xi) of General Financial Rules, 2017 amendment dt 23.07.2020 issued by Ministry of Finance, Govt. of India. The declaration to be submitted on Company Letter head duly signed and sealed by authorised signatory, for ascertaining the eligibility of offer in the tender.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered."

(Where applicable, evidence of valid registration by the Competent Authority shall be attached).

The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

Refer Annexure-X for 'Restrictions under Rule 144(Xi) of General Financial Rules, 2017 amendment dt: 23.07.2020'.

B. GUIDELINES FOR PREPARATION OF OFFER:

1. Quotation shall be submitted in Single Part Bid, Two Part Bid or Three Part Bid, as called for in the tender:

- **SINGLE PART BID:** Technical and Commercial Bid with prices along with price summary & filled in BHEL Standard Commercial terms and conditions in a single sealed envelope.
- **TWO PART BID:** Unpriced offer i.e. “Techno-commercial Bid” with filled in BHEL Standard Commercial terms and conditions in a sealed envelope **along with the copy of the “Price Bid” without the prices** should be enclosed in one cover and the cover must be super scribed “**Techno-commercial offer**) and Priced offer i.e. “Price Bid” containing price summary in a separate sealed envelope and must be super scribed “**Price Bid**”. Both these envelopes shall be enclosed in a single sealed envelope superscribed with enquiry number, due date of tender and any other details as called for in the tender document.
- **THREE PART BID:** Pre-qualification Bid (Part-I), Techno Commercial Bid with filled in BHEL Standard Commercial terms and conditions (Part-II), and Price Bid (Part-III). All three envelopes shall be enclosed in a single sealed envelope superscribed with enquiry number, due date of tender and any other details as called for in the tender document.

If any of the offers (Part I, Part II or Part III) are not submitted before the due date and time of submission (or) if any part of the offer is incomplete, the entire offer of the bidder is liable for rejection.

2. Supplier shall ensure to superscribe each envelope with RFQ number, RFQ Date, RFQ Due date and time, Item Description and Project clearly & boldly. Also mention on the envelope whether it is “Techno Commercial Bid” or “Price Bid” or “Pre-Qualification Bid”. Please ensure complete address, department name and purchase executive name is mentioned on the envelope (before dropping in the tender box or handing over) so that the tender is available in time for bid opening.
3. BHEL standard Commercial Terms and Conditions (duly filled, signed & stamped) must accompany Technical-Commercial offer without fail and should be submitted in original only.

The above indicated submission of Offers in “sealed envelope/hard copy” as mentioned in points B.1-B.3 is applicable for tenders that are not floated through E-Procurement System (EPS).

4. Validity: Unless otherwise specified in SCC (special commercial conditions of contract), the offer will be valid for a period of 90 days from the date of part-I bid opening and in case of Negotiation/Counter-offer/Reverse Auction, price validity will apply afresh for a period of _60_ days from the date of according final price by bidder (or) upto original validity period, whichever is later.
5. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if all terms and conditions of this enquiry are accepted by the supplier without deviation.
6. Deviation to this specification/item description, if any, shall be brought out clearly indicating “DEVIATION TO BHEL SPECIFICATION” without fail, as a part of Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if the entire specification of this enquiry is accepted without deviation.
7. Suppliers shall submit one set of original catalogue, datasheets, bill of materials, dimensional drawings, mounting details and/or any other relevant documents called in purchase specification as part of Technical Bid.
8. “Price Bid” shall be complete in all respects containing price break-up of all components along with all applicable taxes and duties, freight charges (if applicable) etc. Once submitted no modification / addition / deletion will be allowed in the “Price Bid.” Bidders are advised to thoroughly check the unit price, total price to avoid any discrepancy.
9. In addition, bidder shall also quote for erection & commissioning charges/erection supervision & commissioning charges (E&C service charges), documentation charges, testing Charges (type & routine),

training charges etc. as applicable along with corresponding tax. The price summary must indicate all the elements clearly.

10. Wherever applicable, bidders should indicate "lumpsum" Erection and Commissioning (or) Erection Supervision and Commissioning charges, as applicable (including To & Fro Fare, Boarding, Lodging, Local Conveyance etc.) for carrying out E&C activity and further handing over to customer. The quotation shall clearly indicate scope of work, likely duration of commissioning, pre-commissioning checklist (if any).
11. Wherever bidders require PAC (Project Authority Certificate)/applicable certificates for import of raw materials, components required for DECC,EPCG Power Projects, Export Projects or other similar projects wherein supplies are eligible for customs duty benefits, lists and quantities of such items and their values (CIF) has to be mentioned in the offer. Prices must be quoted taking into account of such benefits.
12. Prices should be indicated in both figures & words. 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. Any typographical error, totalling mistakes, currency mistake, multiplication mistake, summing mistakes etc. observed in the price bids will be evaluated as per **Annexure III** "Guidelines for dealing with Discrepancy in Words & Figures – quoted in price bid" and BHEL decision will be final.
13. Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. However, this requirement is not mandatory for offers uploaded through E-Procurement System (EPS).

C. GUIDELINES FOR OFFER SUBMISSION:

The under-mentioned clauses 1, 2&3 will not be applicable for EPS tenders.

1. Offers / Quotations must be dropped in tender box before 13.00 Hrs. on or before due date mentioned in RFQ. The offers are to be dropped in the proper slot of the Tender Box kept in our reception area with caption "CE, SC&PV, DEFENCE". Tenders are opened on 3 days in a week (Monday/Wednesday/Friday). Tender must be deposited in the slot corresponding to the day (Monday - Box no.4/Wednesday - Box no. 6 /Friday - Box no.8) while depositing the offer.
2. E-Mail/ Internet/EDI offers received in time shall be considered only when such offers are complete in all respects. In case of offers received through E-mail, please send the offer to the email ID specified in the SCC document of the tender.
3. Offers of Vendors who already have a valid Technical/Commercial MOU with BHEL-EDN for the items of the RFQ shall mention the relevant MOU reference no. and give only such other details not covered in the MOU.
4. In cases where tender documents are bulky, or due to some reasons tender documents are required to be submitted by hand or through posts/couriers, the offers are to be handed over either of the two purchase officers whose names are mentioned in the SCC document of tender RFQ.
5. Tenders will be opened on due date, time and venue as indicated in the RFQ in the presence of bidders at the venue indicated in the RFQ. For EPS tenders, e-mail notifications will be automatically generated and forwarded to registered e-mail ID/s of bidders during opening of tenders.
6. Bidder will be solely responsible:
 - a. For submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
 - b. For submission of offers in the correct compartment of the tender box based on the day of due date (Monday/Wednesday/Friday). Please check before dropping your offer in the correct tender box.

- c. For depositing offers in proper sealed condition in the tender box. If the bidder drops the tender in the wrong tender box (or) if the tender document is handed over to the wrong person, BHEL will not be responsible for any such delays.
- d. For offers received through email etc., suppliers are fully responsible for lack of secrecy on information and ensuring timely receipt of such offers in the tender box before due date & time (This clause will not be applicable for EPS tenders).

The above indicated submission of Offers as mentioned in points 6.a-6.d is applicable for tenders that are not floated through EPS.

- e. In case of e-tender, all required documents should be uploaded before due date and time. Availability of power, internet connections, system/software requirements etc. will be the sole responsibility of the bidder. Wherever assistance is needed for submission of e-tenders, help-line numbers as available in the web-site of service provider of BHEL may be contacted.

Purchase Executive/ BHEL shall not be responsible for any of the activities relating to submission of offer.

D. PROCESSING OF OFFERS RECEIVED:

1. Any discount/ revised offer submitted by the supplier on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder.
2. Changes in offers or Revised offers given after Part-I bid opening shall not be considered as a part of the original offer unless such changes/revisions are requested by BHEL. In case of withdrawal of any Technical/Commercial deviation(s) by the bidder before opening of price bids/conducting the Reverse Auction, revision of price/impact bid will not be accepted.
3. In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the supplier will not be allowed to change any of their bids after Technical bids are opened (after the due date and time of tender opening).
4. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions by BHEL and it accounts for price implications from bidders, all techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. Impact price will be applicable only for changes in technical specification / commercial conditions by BHEL. The impact price must be submitted on or before the cut-off date specified by BHEL and the original price bid and the price impact bid will be opened together at the time of price bid opening.
5. Un-opened bids (including price bids) will be returned to the respective bidders after release of Purchase order. Regarding Offers for EPS tenders that get rejected on PQC/ techno-commercial grounds, the bids for the subsequent parts will not be opened i.e., both technical bid and price bid (Parts-II & III) will not be opened in case of rejection on PQC ground and price bid (Part-II/Part-III, as applicable) will not be opened in case of rejection on techno-commercial ground.
6. After receipt of Purchase Order, supplier should submit required documents viz., specified drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report , O & M Manuals and/or any other relevant documents as per Specification/Purchase Order, as and when required by BHEL/Customer.

7. Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of Purchase Order, unless clarification is sought for by BHEL and agreed upon in the Purchase Order.
8. Evaluation shall be on the basis of delivered cost (i.e. "Total Cost to BHEL").
 "Total Cost to BHEL" shall include total basic cost, packing & forwarding charges, taxes and/or duties(as applicable), freight charges, taxes on Services, customs clearance charges for imported items, any other cost indicated by bidder for execution of the contract and loading factors (for non-compliance to BHEL Standard Commercial Terms & Conditions). Benefits arising out of Nil Import Duty on DEEC, EPCG, DFIA Projects, Physical Exports or such 100% exemptions (statutory benefits), project imports, customer reimbursements of statutory duties (like Basic Customs Duty and cess on customs duty), Input tax credits as applicable will also be taken into account for arriving at the Total cost to BHEL (wherever applicable and as indicated in SCC document of tender).

For EPS tenders, it shall be noted that the prices (including discounts) vis-a-vis currency quoted in EPS portal only will be considered as Final for the purpose of evaluation of the lowest bidder. Bidder shall ensure to indicate the applicable taxes against each line item in online portal, failing to which the same will be considered as inclusive/NIL.

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.

9. For evaluation of offers in foreign currency, the exchange rate (TT selling rate of SBI) shall be taken as under:

Single part bids:	Date of tender opening
Two/three part bids:	Date of Part-I bid opening
Reverse Auction:	Date of Part-I bid opening

In case of Performance Bank Guarantee (PBG) also, exchange rate will be considered as mentioned above for converting foreign currency to Indian currency and vice versa.

If the relevant day happens to be a bank holiday, then the exchange rate as on the previous working day of the bank (SBI) shall be taken.

10. Ranking (L-1, L-2 etc.) shall be done only for the techno-commercially acceptable offers.

E. INFORMATION ON PAYMENT TERMS:

1. All payments will be through Electronic Fund transfer (EFT). Vendor has to furnish necessary details as per BHEL standard format (**Refer Annexure IV**) for receiving all payments through NEFT.(Applicable for Indian vendors only).
2. In case of High Sea Sales transaction, customs clearance of the consignment landed on Indian Sea/Air ports will be done by BHEL based on the original HSS documents provided by vendors. All warehousing charges due to delay in submission of complete and or correct HSS documents to BHEL will be to supplier's account only. Such recovery will be made out of any of the available bills (**Refer Annexure V**).
3. Statutory deductions, if any, will be made and the deduction certificate shall be issued.
 - A. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.

In addition to the above, Foreign vendors shall also submit relevant details of their bankers like Swift Code, Banker's Name & Address etc.

B. TDS deduction as per section 51 of CGST Act, 2017 shall be applicable as per Gazette Notification No. 50/2018-Central Tax, Dated: 13th September 2018 and subsequent notification/s, as and when released by Govt. authorities.

4. Incomplete documentation will not be accepted. Delayed submission of invoice / documents may result in corresponding delay in payment. In this connection, request to also refer clause: G about invoicing & payment formalities under GST regime. Applicable documents shall be submitted to the purchaser at the time of execution of supplies/services for availing GST input credits.

F. STANDARD PAYMENT TERMS OF BHEL-EDN:

<u>PURCHASE ORDERS FOR:</u>	<u>SUPPLY WITH SERVICE(S)</u>	<u>SUPPLY ONLY</u>
<u>INDIGENOUS PROCUREMENT</u>	a. 100% of basic value with taxes and freight will be paid in 45 days from the date of dispatch or 15 days from the date of submission of complete set of documentation, whichever is later. <u>Note:</u> In case PBG is not furnished, only 90% payment will be released against 100% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.	b. 100% of PO value with taxes and freight will be paid in 45 days from the date of dispatch or 15 days from the date of submission of complete set of documentation, whichever is later.
<u>IMPORT PROCUREMENT</u>	c. 100% of basic value will be paid against usance draft of 45 days from the date of AWB/BOL on submission of complete set of documents. <u>Note:</u> In case PBG is not furnished, only 90% payment will be released against 100% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.	d. 100% of PO value will be paid against usance draft of 45 days from the date of AWB/BOL on submission of complete set of documents.
<u>HIGH-SEA SALES PROCUREMENT</u>	e. 100% of basic value will be paid in 45 days from the date of signing of High Sea Sale agreement or 15 days from the date of submission of complete set of documentation, whichever is later <u>Note:</u> In case PBG is not furnished, only 90% payment will be released against 100% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.	f. 100% of basic value will be paid in 45 days from the date of signing of High Sea Sale agreement or 15 days from the date of submission of complete set of documentation, whichever is later.

g. Erection and Commissioning:

Evaluation methodology: Unless and otherwise specified in SCC, E&C charges should not be less than 10% of the main supply value. In case the quoted total E&C value is less than 10% of the main supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price proportionally from all items and apportioning towards E&C charges.

Payment term: 100% E&C charges along with tax as applicable, will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of E&C.

h. Erection Supervision and Commissioning:

Evaluation methodology: Unless and otherwise specified in SCC, E&C charges should not be less than 5% of the main supply value. In case the quoted total E&C value is less than 5% of the main supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price proportionally from all items and apportioning towards E&C charges.

Payment term: 100% E&C charges along with tax as applicable, will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of E&C.

i. Comprehensive Annual Maintenance Contract:

Evaluation methodology: Unless and otherwise specified in SCC, CAMC will be applicable for a period of 04 years from the date of expiry of warranty period (or) from the date of completion of commissioning of equipment, whichever is later and the total CAMC value should not be less than 20% of the main supply value. In case the quoted total CAMC value is less than 20% of the main supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price proportionally from all items and apportioning towards CAMC charges.

Payment terms: 100% CAMC charges along with tax as applicable, will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of CAMC on yearly basis.

j. Terms of Payment for Training: 100% payment will be made in 45 days from the date of completion of Training or 15 days from the date of submission of complete set of invoice along with documentary evidence, whichever is later.

LOADING FACTORS FOR DEVIATION IN PAYMENT TERMS (APPLICABLE FOR IMPORT PROCUREMENT ONLY):

- 1) For offers received with Sight draft payment term in place of Usance draft, loading applicable will be 1.0% of basic value.
 - 2) For offers received with Letter of Credit payment term with Usance of 45 days, loading applicable will be 2.5% of basic value.
Additional loading of 2% will be applicable for payment term as Letter of Credit at Sight.
- k. Any payment term with credit period of less than 45 days for indigenous supply/HSS and any other variation of payment terms are liable for rejection.
- l. Standard payment terms indicated in Clauses: F (a), (b), (c), (d), (e), (f), (g), (h), (i) & (j) will not attract any loading.

Note 1: Basic value of Purchase Order mentioned above will include all components of the purchase order and will exclude only taxes, duties, freight, training charges, E&C and AMC charges (wherever applicable). Wherever the Purchase Order is split into import portion and indigenous portion of supply, minimum % to be quoted for Services, wherever mentioned, will be of both purchase order values put together.

Note 2: In case of multiple packages/units in a power plant, payment of E&C charges will be processed on pro-rata basis.

Note 3: No deviation will be permitted from the duration of Guarantee/Warranty and/or Comprehensive Annual Maintenance Contract period specified in SCC.

G. Terms & Conditions to be complied under GST regime:

1. All invoices to contain BHEL-EDN (buyer) GSTIN number: 29AAACB4146P1ZB. However for CGST +SGST/UGST billing outside the state of Karnataka, invoice has to be generated with BHEL's Nodal Agency GSTIN number. Address of Nodal Agency along with GSTIN number will be provided by BHEL at the time of issuing dispatch clearance.
2. The Bidder shall mention Bidder's GSTIN number in all quotations and Invoices submitted.
3. The Bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
4. Invoice submitted should be in the format as specified under GST Laws viz., all details as mentioned in Invoice Rules like GST registration number(GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST,IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.
5. Payment of GST to Vendor will be made only if it is matching with data uploaded by the Vendor in GST portal.
6. For invoices paid on Reverse charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.
7. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/ leviable on BHEL.
8. In case vendor delays declaring such invoice in his 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 will be recoverable from vendor/contractor along with interest levied/ leviable on BHEL.
9. Vendor should intimate BHEL immediately on the same date of invoicing without any delay.
10. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the calendar month notified by BHEL.
11. Bidders to note that Rules & Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities.

H. Performance bank guarantee (PBG):

Performance bank guarantee (PBG) will be applicable as called in the tender documents. Unless otherwise specified in the SCC, the PBG against performance of the contract shall be valid for a period of 24 months from the date of dispatch of goods + claim period of 03 months, for a value equal to 10 % of the basic value of the purchase order which will include all components of the purchase order and will exclude only taxes, duties, freight, training charges, E&C and AMC charges (wherever applicable).

1. The BG issued in Indian Rupees by Banks in India is to be executed on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Bank issuing the guarantee.
2. No deviation for the duration and value of PBG will be permitted.
3. PBG shall be from any of the BHEL consortium of bankers (**refer Annexure VI**).
4. PBGs from nationalized banks are also acceptable.
5. PBG should be sent directly by the bank to the dealing executive mentioned in the purchase order located at the address mentioned in the purchase order.
6. PBG should be in the format specified (**refer Annexure VII**). No deviation to this format will be allowed. However in case BHEL changes the PBG format, bidder shall honor the same.
7. Bank Guarantee should be enforceable in Bangalore.
8. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in Bangalore.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - b.1 Please note that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It shall be noted that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 is required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).
9. Expired PBGs will be returned only after expiry of the claim period.
10. PBG shall not be applicable for spares.

I. PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES) :

Benefits/facilities as applicable for Micro and Small Enterprises (MSEs) shall be available to MSEs registered with Government designated authorities as per the Purchase & Price Preference Policy of the Government subject to them becoming eligible otherwise.

Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration. Vendors have to submit the Udyog Aadhaar/Udyam Registration certificate along with attested copy of a CA certificate (Annexure VIII) applicable for the relevant financial year (latest audited) along with the tender documents in the Part-I bid to avail the applicable benefits.

Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-I in case of two-part bid and three-part bid).

Documents have to be notarized/attested by a Gazetted officer and must be valid as on the date of part I bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Please note that no benefit shall be applicable if any deficiency in the above required documents are not submitted before the price bid opening/Reverse Auction. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

Bidders to however note the documents that shall be furnished in order to establish credentials as MSE vendor should be as per the extant statutory requirements specified by the Ministry of Micro, Small and Medium Enterprises.

PURCHASE PREFERENCE FOR MSE VENDORS:

MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25% of the requirement against this tender provided

1. The MSE vendor matches the L1 price.
2. L1 price is from a non MSE vendor.
3. L1 price will be offered to the vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).
4. 3% of the 25% will be earmarked for women owned MSEs.
5. 25% of the 25% (i.e., 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) & (2) are fulfilled.
6. In case where no SC/ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, the 6.25% of earmarked quantity for SC/ST owned MSE firms will be distributed among the other eligible MSE vendors who have participated in the tender.
7. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items/quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1. Such information that tendered quantity will not be split shall be indicated in the SCC.

J. INTEGRITY COMMITMENT IN THE TENDER PROCESS, AND EXECUTION OF CONTRACTS:

1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the Tender process and execution of the Contract. BHEL will, during the tender process, treat all bidder / suppliers in a transparent and fair manner, and with equity.
2. Commitment by Bidder(s)/ Contractor(s):
 - a. The Bidder(s)/ Contractor(s) commit(s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision or benefit which he is not legally entitled to.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding or any actions to restrict competition.

- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant Acts. The Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by BHEL as part of business relationship.
- d. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to the relevant guidelines issued from time to time by Government of India/ BHEL.

If the Bidder(s) / Contractor(s), before award or during execution of the Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, BHEL is entitled to disqualify the Bidder(s) / Contractor (s) from the tender process or terminate the contract and/ or take suitable action as deemed fit.

K. Integrity Pact (IP):

- a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.
A panel of independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.
The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those Bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- b) Please refer Section-8 of the IP for Role and Responsibilities of IEMs (Annexure IX). In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department."

Annexure-X

Restrictions under Rule 144(xi) of General Financial Rules, 2017 amendment dt: 23.07.2020

- 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.
- 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 Order means :-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation--

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

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

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

NOTIFICATION

New Delhi, the 26th June, 2020

S.O. 2119(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 and sub-section (2) read with sub-section (3) of section 8, of the Micro, Small and Medium Enterprises Development Act, 2006, (27 of 2006), hereinafter referred to as the said Act, and in supersession of the notifications of the Government of India in the Ministry of Micro, Small and Medium Enterprises number S.O.1702 (E), dated the 1st June, 2020, S.O. 2052 (E), dated the 30th June, 2017, S.O.3322 (E), dated the 1st November, 2013 and S.O.1722 (E), dated the 5th October, 2006, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-Section (ii), except as respects things done or omitted to be done before such supersession, the Central Government, after obtaining the recommendations of the Advisory Committee in this behalf, hereby notifies certain criteria for classifying the enterprises as micro, small and medium enterprises and specifies the form and procedure for filing the memorandum (hereafter in this notification to be known as “Udyam Registration”), with effect from the 1st day of July, 2020, namely:--

1. Classification of enterprises.—An enterprise shall be classified as a micro, small or medium enterprise on the basis of the following criteria, namely:--

- (i) a micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- (ii) a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and
- (iii) a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

2. Becoming a micro, small or medium enterprise.--

- (1) Any person who intends to establish a micro, small or medium enterprise may file Udyam Registration online in the Udyam Registration portal, based on self-declaration with no requirement to upload documents, papers, certificates or proof.
- (2) On registration, an enterprise (referred to as “Udyam” in the Udyam Registration portal) will be assigned a permanent identity number to be known as “Udyam Registration Number”.
- (3) An e-certificate, namely, “Udyam Registration Certificate” shall be issued on completion of the registration process.

3. Composite criteria of investment and turnover for classification.--

- (1) A composite criterion of investment and turnover shall apply for classification of an enterprise as micro, small or medium.
- (2) If an enterprise crosses the ceiling limits specified for its present category in either of the two criteria of investment or turnover, it will cease to exist in that category and be placed in the next higher category but no enterprise shall be placed in the lower category unless it goes below the ceiling limits specified for its present category in both the criteria of investment as well as turnover.
- (3) All units with Goods and Services Tax Identification Number (GSTIN) listed against the same Permanent Account Number (PAN) shall be collectively treated as one enterprise and the turnover and investment figures for all of such entities shall be seen together and only the aggregate values will be considered for deciding the category as micro, small or medium enterprise.

4. Calculation of investment in plant and machinery or equipment.--

- (1) The calculation of investment in plant and machinery or equipment will be linked to the Income Tax Return (ITR) of the previous years filed under the Income Tax Act, 1961.

SELF CERTIFICATION ON LETTERHEAD OF BIDDER (MII)

we hereby certify that

.....

(supplier name) are local supplier meeting requirement of

(i) local content (50%) and above for the material against Enquiry No.

(ii) Local content (>20% and <50%) for the material against Enquiry No.

(strike off the above condition not applicable for you)

BKC0000051 dtd. 14.09.2020 for supply and I&C of Security Watch Tower to 50 MW Mahagenco project.

Details of location at which local value addition will be made is as follows:

.....

.....

.....

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized
signatory with date

On Bidder Letter Head

Date:

To,

M/s Bharat Heavy Electricals Ltd.
Electronics Division, Mysore Road,
Bangalore – 560026

Sub: Model Clause / Certificate as per Annex-III (Tenders) of Restrictions Under Rule 144 (xi) of the
General Financial Rules (GFRs) 2017, Dated 23.07.2020.

Ref: BHEL Tender / RFQ / NIT Number

I (authorized signatory for M/s) have read the clause
regarding restrictions on procurement from a bidder of a country which shares a land border with India ,
we certify that this bidder M/s [Vendor Name & address] is not from such a country
or , if from such a country , has been registered with the competent authority . We hereby certify that
we fulfill all requirements in this regard and is eligible to be considered [attach evidence of valid
registration certificate with competent authority].

For M/s

Authorized Signatory
(With company seal & Name)