

TENDER SPECIFICATION BHEL: PSSR: SCT: 1929

FOR

**Civil, structural & Architectural works of FLUE GAS
DESULPHURISATION PLANTS (FGD) in existing 2 x
500 MW Tuticorin Thermal power station at
Tuticorin, Tamilnadu, India for NLC TAMILNADU
POWER LIMITED (NTPL).**

VOLUME –I BOOK – I

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

Book- I Consists of

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

Book-II consists of

- Volume-IB: Special conditions of Contract,
Rev 01 dated 1st June 2012
Amendment 01 dated 1st October, 2015
- Volume-IC: General conditions of Contract
Rev 01 dated 1st June 2012,
Amendment 03 dated 1st October, 2015
- Volume-ID: Forms & Procedures
Rev 01 dated 1st June 2012
Amendment 01 dt 1st October, 2015



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

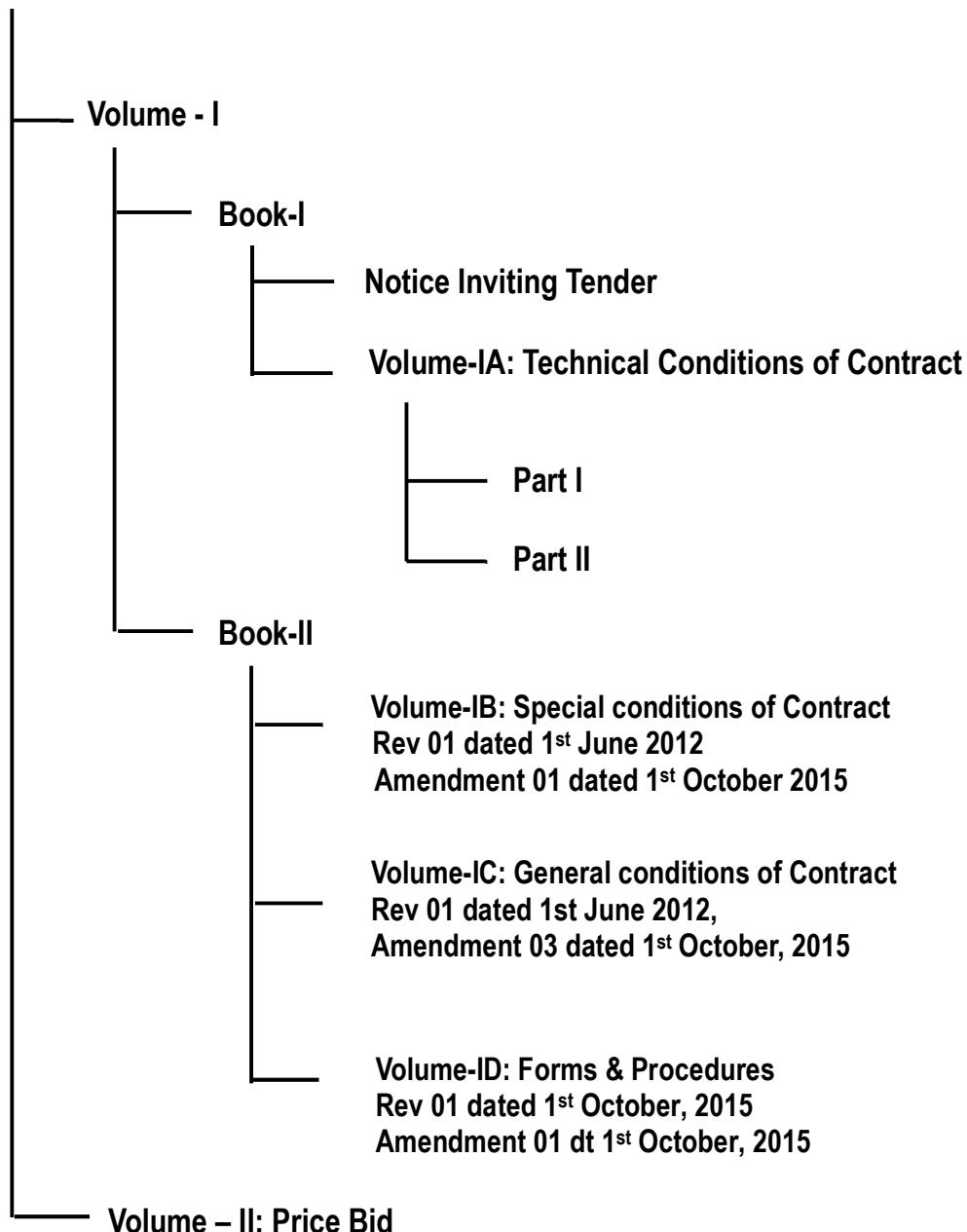
Power Sector – Southern Region

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

NOTICE INVITING TENDER

TENDER SPECIFICATION CONSISTS OF

Tender Specification



NOTICE INVITING TENDER

Rev 02
17thSept
2020

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



Tender Specification No.: BHEL: PSSR: SCT: 1929

NOTICE INVITING TENDER

Ref: BHEL: PSSR: SCT: 1929

Date: 01.12.2020

NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

To

Dear Sir/Madam

Sub: NOTICE INVITING TENDER

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

1.0 Salient Features of NIT

| Sl. No | ISSUE | DESCRIPTION | |
|--------|-----------------------------------|--|------------|
| i) | TENDER NUMBER | BHEL: PSSR: SCT: 1929 | |
| ii) | Broad Scope of job | Civil, structural & Architectural works of FLUE GAS DESULPHURISATION PLANTS (FGD) in existing 2 x 500 MW Tuticorin Thermal power station at Tuticorin, Tamilnadu, India for NLC TAMILNADU POWER LIMITED (NTPL) | |
| iii) | DETAILS OF TENDER DOCUMENT | | |
| A | Volume-IA | Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc., | Applicable |
| B | Volume-IB | Special conditions of Contract | Applicable |
| C | Volume-IC | General conditions of Contract | Applicable |
| D | Volume-ID | Forms & Procedures | Applicable |
| E | Volume-II | Price Schedule (Absolute value). | Applicable |
| iv) | Issue of Tender Documents | Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://eprocurebhel.co.in) as per schedule below <u>Sale</u> Start: 02.12.2020, Time: 10.00 Hrs | Applicable |

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|-------|-------------------------------------|--|------------|
| | | <p>Close: Same as Sl. No v) Due date & time of offer submission.</p> <p><u>Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in)</u></p> | |
| iv)a | Bid / Offer Submission start time | <p>Start Date: 18.12.2020, Time: 10.00 Hrs</p> | |
| v) | Due Date & Time of Offer Submission | <p>Date:23.12.2020, Time :10.00 Hrs</p> <p>The bidder should submit their offer online in e-Procurement portal at https://eprocurebhel.co.in.</p> <p><u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u></p> <p>Hard copy bid or bids through E-mail / fax shall not be accepted.</p> | Applicable |
| vi) | Opening of Tender | <p>Date: 23.12.2020, Time :17.00 Hrs</p> <p>Notes:</p> <p>(1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.</p> <p>(2) Bidder may witness the opening of tender through e-Procurement portal only.</p> | Applicable |
| vii) | EMD Amount | <p>Rs.1,04,00,000/- (Rupees One Crore Four Lakhs only)</p> <ul style="list-style-type: none"> - Refer Vol-1A Part-II Chapter-1 of Technical Conditions of Contract (Volume-I, Book-I) for mode of payment of EMD. - Exemption of EMD for MSEs is not applicable for this tender. - One time EMD is not applicable for this tender. | Applicable |
| viii) | Cost of Tender | Free | — |
| ix) | Last Date For Seeking Clarification | <p><i>Bidders may submit their queries on or before the scheduled date of pre bid discussion along with soft version also, addressing to undersigned & to others as per contact address given below:</i></p> <p>1) Name: Mr. Anil Kumar</p> | Applicable |

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|-----|--|--|------------|
| | | <p>Designation: DGM Deptt: SCT Phone (Mobile) : Ph: +91-9490165953 Email : anil.kr@bhel.in</p> <p>Address: Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai – 600097</p> | |
| x) | Schedule of Pre Bid Discussion (PBD) | <p>Date:09.12.2020 Time 11.00AM At BHEL: PSSR: Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai - 600097.</p> | Applicable |
| xi) | Integrity Pact & Details of Independent External Monitor (IEM) | <p>a. Integrity Pact (IP) is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.:</p> <ol style="list-style-type: none"> 1. Shri. Arun Chandra Verma, IPS(Retd.) E Mail: acverma1@gmail.com 2. Shri. Virendra Bahadur Singh, IPS (Retd.), E Mail: vbsinghips@gmail.com <p>b. The IP as per format given in NIT of this tender is to be submitted (duly signed by the authorized signatory) along with Techno Commercial Bid (Part-1, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.</p> <p>c. Please refer section- 8 of the IP (refer the format given in NIT) for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEMs. All correspondence with the IEMs shall be done through E-mail only.</p> | Applicable |

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| | | <p>Note: No routine correspondence shall be addressed to the IEM (Phone / Post / E mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing department's officials whose contact details are provided below:</p> <p>1) Name: Mr. Anil Kumar Designation: DGM Dept: SCT Phone (Mobile) : Ph: +91-9490165953 Email : anil.kr@bhel.in</p> <p>Address: Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai - 600097</p> | |
| xii | Latest updates | <p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com → Tender Notifications → View Corrigendums), Central Public Procurement portal (https://eprocure.gov.in) & on e-tender portal https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information.</p> | |

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.

3.0 Void.

4.0 Unless specifically stated otherwise, bidder shall deposit **Earnest Money Deposit (EMD) as mentioned in Volume IA, Part-II, Chapter-1** of Technical Conditions of Contract (Volume-I Book-I) under the heading 'Modes of Deposit of EMD'.

For Electronic Fund Transfer the details are as below-:

i. **Name of the Beneficiary** :- Bharat Heavy Electricals Limited

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ii. **Bank Particulars**

- a. Bank Name :- State Bank Of India
- b. Bank Telephone No.(with STD code)-: 044 – 2433 0583 / 2433 0407
- c. Branch Address:- SBI Saidapet Branch, EVR Periyar Building, Nandanam, Anna Salai, Chennai - 600035
- d. Bank Fax No. (with STD code) :- 044 – 2431 0959
- e. Branch Code :- 00912
- f. 9 Digit MICR Code of the Bank Branch :- 600002045
- g. Bank Account Number :- 10610819499
- h. Bank Account Type :- CASH CREDIT ACCOUNT
- i. 11 Digit IFSC Code of Beneficiary Branch:- SBIN0000912

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

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

Documents Comprising the e-Tender

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

a. Technical Tender (UN priced Tender)

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

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

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would

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result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.

- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information reply against any such requirement, shall be liable to be ignored and rejected.

DO NOT'S

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

Digital Signing of e-Tender

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

The Requirement:

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

BHEL has finalized the e-procurement service Provider:-

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

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

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

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

Email Support: support-eproc@nic.in

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

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

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

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

6.0 DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING in E-PROCUREMENT PORTAL <https://eprocurebhel.co.in> SHALL BE AS DETAILED BELOW

| Sl No | Description | Remarks |
|-------|--|---|
| | Techno-Commercial Bid CONTAINING THE FOLLOWING:- | |
| i. | Covering letter / Offer forwarding letter of Tenderer. | Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in |
| ii. | Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: 1. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be attached along with document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. | Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in |

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| | <p>2. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>(i) In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>(ii) In case of unacceptable deviations, BHEL reserves the right to reject the tender.</p> | |
| iii. | <p>Supporting documents / annexure / schedules / drawing etc as required in line with Pre-Qualification criteria. (Technical & Financial)</p> <p>As detailed in Clause No. 25 of NIT, It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact phone no, FAX no, E-mail ID, etc.</p> | Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in |
| iv. | All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc pertinent to this NIT. | Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in |
| v. | Integrity Pact Agreement (Duly signed by the authorized signatory) | Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in |
| vi. | Duly filled-in annexures, formats etc as required under this Tender Specification / NIT | Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in |
| vii. | Notice inviting Tender (NIT) | Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in |
| viii. | Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc | Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in |
| ix. | Volume – I B : Special Conditions of Contract (SCC) | Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in |
| x. | Volume – I C : General Conditions of Contract (GCC) | Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in |
| xi. | Volume – I D : Forms & Procedures | Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in |
| xii. | Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item | Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in |

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|-------|---|--|
| xiii. | Any other details preferred by bidder with proper indexing. | Refer “Bidder Manual for BHEL Bidders” available at https://eprocurebhel.co.in |
|-------|---|--|

Caution to Bidders: -

The duly signed & stamped copies of Volume – 1 Book I & Volume 1 Book II are to be attached as a part of your offer, under the form Techno-commercial Bid. Also for any further queries, please refer “Bidder Manual for BHEL Bidders” available at <https://eprocurebhel.co.in>

| | | |
|---|---|--|
| | PRICE BID consisting of the following shall be attached as mentioned below | |
| i | Price/ Total Amount corresponding to the total works as specified in “Part C: Bill of Quantities” available in “Volume II – PRICE BID (latest Revision) shall be quoted in the format named ‘SCT 1929 Format to quote Total Amount’ available in e-Procurement portal and uploaded under ‘Packet details -> Tender covers -> Finance '(Cover Type Description – Price Bid). Bidders to note that total amount quoted by the bidder in this format shall be considered for evaluation of offer. | Refer “Bidder Manual for BHEL Bidders” available at https://eprocurebhel.co.in |

SPECIAL NOTE: All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 ASSESSMENT OF CAPACITY OF BIDDERS:

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

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

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

Total number of Packages in hand = Load (P)

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

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

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

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

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

- a) $P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (i.e. $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)
- b) Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2, T_3 for package P_3 , etc. for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (i.e. $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)

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c) Sum 'S₁' of 'Monthly Performance Evaluation' Scores (S₁₋₁, S₁₋₂, S₁₋₃, S₁₋₄, S₁₋₅.... S_{1-T₁}) for similar package P₁, for the 'period of assessment' 'T₁' (i.e. S₁ = S₁₋₁ + S₁₋₂ + S₁₋₃ + S₁₋₄ + S₁₋₅ + ... S_{1-T₁}). Similarly, S₂ for package P₂ for period T₂, S₃ for package P₃ for period T₃ etc. for the tendered scope for all Regions. Now calculate cumulative sum 'S_T' of 'Monthly Performance Evaluation' Scores for total similar Packages 'P_T' for all Regions (i.e. 'S_T' = S₁ + S₂ + S₃ + S₄ + S₅ + ... S_N.)

d) **Overall Performance Rating 'R_{BHEL}' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

Aggregate of Performance scores for all similar packages in all the Regions

= -----

Aggregate of months for each of the similar packages for which performance should have been evaluated in all the Regions

S_T
= ----
T_T

e) Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.

f) Table showing methodology for calculating 'a', 'b' and 'c' above

| Sl. No. | Item Description | Details for all Regions | | | | | | | | Total |
|---------|--|-------------------------|----------------|----------------|----------------|----------------|------|----------------|--------|---|
| | | (i) | (ii) | (iii) | (iv) | (v) | (vi) | (vii) | (viii) | |
| 1 | Similar Packages for all Regions → (under execution/ executed during period of assessment) | P ₁ | P ₂ | P ₃ | P ₄ | P ₅ | ... | P _N | | Total No. of similar packages for all Regions = P _T i.e. Sum (Σ) of columns (iii) to (ix) |

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| Sl. No. | Item Description | Details for all Regions | | | | | | | | Total | |
|------------|--|---|---|---|---|---|--------|---|--|-------|--|
| | | (iii) | (iv) | (v) | (vi) | (vii) | (viii) | (ix) | (x) | | |
| 2 | Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages (as in row 1) | T ₁ | T ₂ | T ₃ | T ₄ | T ₅ | ... | T _N | Sum (Σ) of columns (iii) to (ix) $= T_T$ | | |
| 3 | Monthly performance scores for the corresponding period (as in Row 2) | S ₁₋₁ , S ₁₋₂ , S ₁₋₃ , S ₁₋₄ , S ₁₋₅ , S ₁₋₆ , S ₁₋₇ , S ₁₋₈ , S _{1-T1} | S ₂₋₁ , S ₂₋₂ , S ₂₋₃ , S ₂₋₄ , S _{2-T2} | S ₃₋₁ , S ₃₋₂ , S ₃₋₃ , S ₃₋₄ , S _{3-T3} | S ₄₋₁ , S ₄₋₂ , S ₄₋₃ , S ₄₋₄ , S _{4-T4} | S ₅₋₁ , S ₅₋₂ , S ₅₋₃ , S ₅₋₄ , S _{5-T5} | .. | S _{N-1} , S _{N-2} , S _{N-3} , S _{N-4} , S _{N-TN} | ----- | | |
| 4 | Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3) | S ₁ | S ₂ | S ₃ | S ₄ | S ₅ | ... | S _N | Sum (Σ) of columns (iii) to (ix) $= S_T$ | | |

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

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

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

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

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

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

II. 'Assessment of Capacity of Bidder':

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

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

Note:

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

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

III. Explanatory note:

- i). Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or C&I etc. at the individual level irrespective of rating of Plant and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, C&I, Civil, Structure etc. is considered individual level of package. For example, in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP

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and Power Cycle Piping (i.e. the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl.no. II above, needs to be evaluated considering all the identified packages (i.e. Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above.

ii). Identified Packages (Unit wise)

Table-1

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

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

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

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

The "FIRST TIMER" tag shall remain till completion of all the contracts against which vendor has been tagged as First Timer or availability of 6 evaluation scores

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within last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

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

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

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

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

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

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

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

vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.

vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 25th of Evaluation Month or 3 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.

viii). Project on Hold due to reasons not attributable to bidder -

- Short hold:** Evaluation shall not be applicable for this period, however Loading will be considered.
- Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.

ix). Performance evaluation as specified above in this clause is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.

10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers,

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for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal <https://eprocurebhel.co.in>, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.
- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

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18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

19.0 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com on “**supplier registration page**”.) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

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

20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

21.0 In case the bidder is an “Indian Agent of Foreign Principals”, ‘Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

23.0 Consortium bidding (or technical tie up) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case, the following shall be complied with:

23.1 Prime bidder and consortium partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the bidder becomes L1, Consortium Agreement valid till contractual completion period shall be submitted to BHEL before signing the contract. Consortium Agreement shall be kept valid till scope of work awarded to consortium partner(s) as per contract is completed.

23.2 ‘Stand alone bidder’ cannot become a **‘Prime bidder’ or a ‘consortium partner’ or ‘technical tie-up bidder’ in a consortium (or technical tie up bidding)**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of noncompliance, consortium bids of such Prime bidders will be rejected.

23.3 Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.

23.4 Number of partners including prime Bidder shall be NOT more than 3 (three).

23.5 Prime Bidder alone shall necessarily comply with “B1 Technical Criteria” mentioned in Pre-Qualification Requirements.

23.6 Prime Bidder and Consortium Partner shall together comply with the ‘Pre-Qualification Requirements’ specified for the respective category of technical requirement as per “B2 technical criteria”.

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- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.
- 23.8 Prime Bidder shall be the Bidder who qualifies against the conditions specified under clause B.1 & B2.2 of the Pre-Qualification Requirements.
- 23.9 Prime Bidder shall be responsible for the overall execution of the Contract.
- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.
- 23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL and BHEL shall take necessary action as per extant guidelines. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 23.12 In case Prime Bidder withdraws or insolvency/ liquidation/ winding up proceedings have been initiated/ admitted against the prime bidder. BHEL reserves right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the project/ contract. This action will be without prejudice to any other action that BHEL can take under law and the contract to safeguard interests of BHEL.
- 23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of one work with a consortium partner under direct order of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
- 23.14 The Consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. However, Prime Bidder has also option for submission of SD on behalf of consortium partner (s).
SD submitted by Consortium Partner(s) may be released in case corresponding scope of work of the respective Consortium partner(s) has been completed upto the extent of 80% based on certification by Construction Manager and concurrence by the prime bidder.

- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents / proofs, these shall be submitted immediately.

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25.0 The bidder may have to produce original document for verification if so decided by BHEL.

26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.

27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page".

28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of banned/ hold firms is available on BHEL web site www.bhel.com.

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

28.1.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

28.1.2 Commitment by Bidder / Supplier / Contractor:

- (i) The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1929 or any other law in force in India.
- (ii) The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation, to BHEL.

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1929 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 and / or under applicable legal provisions.

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29.0 Void

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

31.0 **PREFERENCE TO MAKE IN INDIA:** For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier/ Non- Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIT. 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.

32.0 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening.

33.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

34.0 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

35.0 Order of Precedence:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments / Clarifications / Corrigenda / Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A

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

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

For and on behalf of BHARAT HEAVY ELECTRICALS LTD

General Manager / SCT, Purchase & Debtor

Enclosure:

- 1. Annexure-1: Pre Qualifying Requirements.
- 2. Annexure-2: Check List.
- 3. Annexure-3: Void
- 4. Annexure-4: Reverse Auction Process Compliance Form
- 5. Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- 6. Annexure-6: RA Price Confirmation and Breakup
- 7. Annexure-7: Integrity Pact
- 8. Annexure-8: Undertaking as per C4 of Annexure-1 i.e. PQR
- 9. Annexure-9: *Declaration reg. Related Firms & their areas of Activities*
- 10. Other Tender documents as per this NIT.

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ANNEXURE - 1 PRE QUALIFYING CRITERIA

| JOB | Civil, structural & Architectural works of FLUE GAS DESULPHURISATION PLANTS (FGD) in existing 2 x 500 MW Tuticorin Thermal power station at Tuticorin, Tamilnadu, India for NLC TAMILNADU POWER LIMITED (NTPL) | | |
|------------------------|---|---|--|
| Tender No. | BHEL: PSSR: SCT: 1929 | | |
| Sl. No. | PRE QUALIFICATION CRITERIA | Bidders claim in respect of fulfilling the PQR Criteria | Page no of supporting document. Bidder must fill up this column as per applicability |
| A | Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder) | Applicable | |
| B | <u>Technical</u> | | |
| | Refer Annexure 1A below | Applicable | |
| C C-1 | <u>FINANCIAL</u> Turnover Bidders must have achieved an average annual financial turnover (Audited) of Rs.28,00,00,000/- (Rupees Twenty-Eight Crores only) or more over last three consecutive FY from immediate four previous FYs shall be reckoned. (FY to be considered shall be FY 2016-17, 2017-18 & 2018-19 or 2017-18, 2018-19 & 2019-20). | Applicable | |
| C-2 | Net worth (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive | Applicable | |
| C-3 | Profit | Applicable | |

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| | | | |
|-----|--|------------|---------|
| | Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1 above. | | |
| C-4 | Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect. (Format as provided in NIT) | Applicable | |
| D | Assessment of Capacity of Bidder to execute the work as per Sl. No 9 of NIT (if applicable) | Applicable | By BHEL |
| E | Approval of Customer (if applicable) Note: Names of bidders (including consortium / Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval. | Applicable | By BHEL |
| F | Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E | Applicable | BY BHEL |
| G | Consortium criteria | Applicable | |
| | <u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u> | | |
| | <ol style="list-style-type: none"> 1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures. 2. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years. 3. If Financial Statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant. 4. C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth =Paid up share capital + reserves 5. C-3:- PROFIT : shall be PBT earned during any one year of the three financial years as in C-1 above | | |

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6. Unless otherwise specified, for the purpose of 'Technical' criteria of PQR (as in 'B' above), the word 'EXECUTED' means:

1. "BOILER LIGHT UP" in respect of Boiler/CFBC/ ESP
2. "SYNCHRONISATION" in respect of STG/GTG and 'SPINNING' in case of HTG
3. "STEAM BLOWING" in respect of Power Cycle Piping
4. "HYDRAULIC TEST/ ANY OTHER EQUIVALENT TEST LIKE "100% RT/UT OF WELDED JOINTS"" of the system in respect of Pressure parts / LP Piping/ CW Piping.
5. "CHARGING" in respect of Power Transformers/ Bus Ducts, "HT/LT switchgears", "HT/LT Cabling".
6. Achievement of physical Quantities as per respective PQRs in respect of Civil, Structures, Piling, CHP Civil, AHP Civil and RCC Silo Works.
7. Readiness for Coal Filling" of at least one Bunker in respect of Mill Bunker Structure Work.
8. "CHARGING OF ATLEAST ONE PASS" in respect of ESP(R&M)
9. "GAS IN" in respect of FGD
10. For C&I works: "SYNCHRONISATION" in case of power project / "WORK EXECUTION of the value as defined in PQR" in case of industry.

7. Boiler means HRSG or WHRB or any other types of Steam Generator
8. Critical/Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass.
9. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating in terms of MW shall be considered for evaluation.
10. In case the experience/PO/WO certificate enclosed by bidders do not have separate break up prices for the E&C portion of Electrical and CI Works, (i.e. the certificates enclosed are for composite order for supply and erection of Electrical & CI and other works if any), then value of Erection and Commissioning for the Electrical & CI portion shall be considered as 15% of the supply & erection of Electrical & CI, unless otherwise specifically indicated in the PQR.

Note:

- (i) BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

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

- The evaluation currency for this tender shall be INR.

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Annexure-1A

B Technical Pre-Qualification Criteria

B 1 Technical Qualification Criteria: Bidder should have executed Similar works for any one of the following in the last seven years from latest date of bid submission.

B.1.1 One (1) work of value not less than Rs. 75 Crores

(OR)

B.1.2 Two (2) works each of value not less than Rs. 46 Crores

(OR)

B.1.3 Three (3) works each of value not less than Rs. 37 Crores

Note for B.1.1 to B.1.3

- 'Similar works' shall be as per following:

Piling or Civil or Structure or 'Civil and Structural works' or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these shall be considered similar works.

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

$$P = R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0}$$

Where

P = Updated value of work

R = Value of executed work

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

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

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

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

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AND

B.2 The bidder should have executed the following in the last seven years from the latest date of bid submission.

B.2.1 Piling works

Executed 'RCC cast in-situ driven piles' OR 'RCC cast in-situ Bored piles' OR 'Pre-cast piles and its installation at site' OR any combination of these with quantity in each case

1) At least **14,030 RM** in cumulative of two running/ completed contracts within a common period of twelve consecutive months.

Or

2) At least **9,359 RM** within a period of twelve consecutive months in one running/completed contract.

AND

B.2.2 RCC Works,

Bidder shall comply with following requirements:

A.

- a. Bidder shall have experience in carrying out civil engineering works for industrial building/ equipment foundations/ high-rise building (3 storeys or more) etc.,
- b. Bidder should have executed not less than 10000 Cu. M of RCC work in a single agreement.
- c. The work in note no. a) & b) should have been completed within past 7 years, as on the original scheduled date of tender opening.

(AND)

B.

Executed

1) At least **13,200 cum** of RCC quantities within a common period of twelve consecutive months in cumulative of two running/ completed contract.

OR

2) Executed at least **8,800 cum** of RCC quantities within a period of twelve consecutive months in one running/ completed contract.

NOTICE INVITING TENDER

AND

B.2.3 Structural works

Bidder shall comply with following requirements:

A.

- a. Bidder shall have experience in carrying out structural engineering works for industrial building/ power plant structures/ high- rise buildings (3 storeys or more) etc.
- b. Any structural steel works of quantity not less than 2000MT in a single agreement.
- c. The work in note a) & b) should have been completed within past 7 years, as on the original scheduled date of tender opening.

(AND)

B.

1) Executed the Structure work for

- a) At least **1,590 MT** of Structure Fabrication work, completed within a common period of twelve consecutive months in cumulative of two running/completed contracts.

And

At least **1,590 MT** of Structure Erection work, completed within a common period of twelve consecutive months in cumulative of two running/completed contracts.

OR

- b) At least **1,060 MT** of Structure Fabrication work, completed within a period of twelve consecutive months in one running/completed contract.

And

At least **1,060 MT** of Structure Erection work, completed within a period of twelve consecutive months in one running/completed contract.

Or

- c) Mill bunker for at least one unit of rating **$\geq 190 \text{ MW}$**

OR

- 2) Executed Boiler consisting of structures, Pressure Parts of the same unit as standalone bidder, for at least one unit of rating **$\geq 190 \text{ MW}$**

Note-1: The term "**Executed**" in PQR B.1, B.2.1, B2.2 & B2.3 above means: the bidder should have achieved the criteria specified in the PQR even if the contract has not been completed or closed.

Note 2: Completion date for achievement of the technical criteria specified in this PQR should be in the last 7 (Seven) years ending on the 'latest date of bid submission' of Tender irrespective of date of start of work. This note is applicable for PQR B.1, B.2.1, B2.2 & B2.3.

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Note 3: For evaluation of PQR, in case bidder alone does not meet the pre- qualifying technical criteria B1 above, bidder may utilize the experience of its parent/ subsidiary company along with its own experience, subject to following:

- a. The parent shall have a controlling stake of $\geq 50\%$ in the subsidiary company (as per Format-1 provided in NIT).
- b. The parent company/ subsidiary company of which experience is being utilized for bidding shall submit security deposit (SD) equivalent to 1% of the total contract value.
- c. The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly and severally responsible for successful performance of the contract (as per Format-2 provided in NIT).
- d. In case bidder is submitting bid as a consortium partner, option of utilizing experience of parent/ subsidiary company can be availed by prime bidder only.
- e. Parent company/ subsidiary company of which experience is being used for bidding, cannot participate as a 'Standalone bidder' or as a 'Consortium bidder'.

Note 4: Bidders not satisfying the conditions above can have consortium for the area of work as mentioned below.

Definition:-

Standalone bidder: -The bidder who fulfils all the conditions stipulated above on their own without any consortium partner.

Prime bidder: The Prime Bidder shall be one, who qualifies against the conditions specified under Clause B.1 & B.2.2 on his own without any consortium Partners.

Consortium partner: - Consortium partner is the one who qualifies against one or-more of the conditions specified under Clause B.2.1 & B.2.3.

Following shall be complied with in case of consortium:

- A. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement and certify to BHEL regarding existence and validity of their consortium agreement in line with validity period mentioned in NIT.
- B. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).
- C. Number of partners including prime Bidder shall be NOT more than 3 (three).
- D. Prime Bidder alone shall necessarily comply with "B1 Technical Criteria".
- E. Prime Bidder and Consortium Partner shall together comply with the 'Pre-Qualification Requirements' specified for the respective category of technical requirement as per "B2 technical criteria".
- F. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.

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- G. All other conditions shall be read in conjunction with clause no 23.0 of NIT.
- H. Prime Bidder shall be the Bidder who qualifies against the conditions specified under clause B.1 & B2.2.
- I. Prime Bidder shall be responsible for the overall execution of the Contract.
- J. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.
- K. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.
- L. In case Prime Bidder withdraws or insolvency/ liquidation/ winding up proceedings have been initiated/ admitted against the prime bidder. BHEL reserves right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the project/ contract. This action will be without prejudice to any other action that BHEL can take under law and the contract to safeguard interests of BHEL.
- M. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
- N. The Consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value.

- The evaluation currency for this tender shall be INR.

NOTICE INVITING TENDER

Format-1

Certificate for relationship between Parent Company / Subsidiary Company and the bidder

To,

.....
.....

Dear Sir,

Sub: Bid for NIT No dated for "....." (name of the tender).

We hereby certify that M/s..... is Parent Company/ Subsidiary Company of M/s.....(the bidder) and details of equity holding of the Parent Company in Subsidiary Company as on(not earlier than seven days prior to the Bid Submission Date) are given as below:

| Name of Parent Company | Name of Subsidiary Company | Percentage of Equity Holding of Parent Company in Subsidiary Company |
|------------------------|----------------------------|--|
| | | |

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder)

NOTICE INVITING TENDER

Format-2

Undertaking from the Parent Company/ Subsidiary Company of the bidder (On the Letter Head of Parent Company/ Subsidiary Company, as applicable)

From,

Name:

Full Address:

Telephone No.:

E-mail address:

Fax/No.:

To,

.....

.....

Dear Sir,

We refer to the NIT No.....dated..... for “.....” (name of the Tender).

“We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/ Tender.

We confirm that M/s..... (the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause.....of the PQR of the NIT/Tender referred above.

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for fulfilment of all obligations in terms of provisions of the contract, in the event of(the Bidder) being selected as the Successful Bidder.

We confirm that we along with M/s.....(the bidder), are jointly or severally responsible for successful performance of the contract.

We confirm that our company shall not participate in the above tender as a ‘Standalone Bidder’ or as a ‘Consortium bidder’ and also shall not authorize any other bidder to use our Technical capability for the above tender.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

Signature of Managing Director/Authorized signatory of Parent/ Subsidiary Company

NOTICE INVITING TENDER

ANNEXURE 2 CHECK LIST

| | | | |
|----|--|--|--------------|
| 1 | Name and address of the Tenderer | | |
| 2 | Details about type of the Firm / Company | | |
| 3a | Details of Contact person for this Tender: Name : Mr. / Ms. Designation: Telephone No/ Mobile No: E-mail ID: | | |
| 3b | Details of alternate Contact person for this Tender: Name: Mr. / Ms. Designation: Telephone No/ Mobile No: E-mail ID: | | |
| 4 | EMD DETAILS <i>(Remittance of EMD should be in line with Mode of Deposit as detailed in Vol 1A, Part-2, Chapter-1)</i> a. Cash portion of EMD – online payment/ DD/ Cheque (Minimum Rs 2 Lakhs) b. Balance portion of EMD (Over and above Rs. 2 Lakhs) (Applicable only for BG/FD) | a. Mode of Remittance: Ref No: Date : Amount: b. Mode of Remittance: Ref No : Date : | |
| 5 | Validity of Offer | To be valid for six months from due date | |
| | | Applicability (By BHEL) | Bidder Reply |
| 6 | Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format | Applicable | Yes/ No |
| 7 | Audited profit and Loss Account for the last three years | Applicable | Yes/ No |
| 8 | Copy of PAN Card | Applicable | Yes/ No |

NOTICE INVITING TENDER

| | | | |
|----|--|------------|---------|
| 9 | Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed | Applicable | Yes/ No |
| 10 | Integrity Pact | Applicable | Yes/ No |
| 11 | Declaration by Authorized Signatory | Applicable | Yes/ No |
| 12 | No Deviation Certificate | Applicable | Yes/ No |
| 13 | Declaration confirming knowledge about Site Conditions | Applicable | Yes/ No |
| 14 | Declaration for relation in BHEL | Applicable | Yes/ No |
| 15 | Non-Disclosure Certificate | Applicable | Yes/ No |
| 16 | Bank Account Details for E-Payment | Applicable | Yes/ No |
| 17 | Capacity Evaluation of Bidder for current Tender | Applicable | Yes/ No |
| 18 | Tie Ups/Consortium Agreement are submitted as per format | Applicable | Yes/ No |
| 19 | Power of Attorney for Submission of Tender/Signing Contract Agreement | Applicable | Yes/ No |
| 20 | Analysis of Unit rates | Applicable | Yes/ No |

NOTE:

1. STRIKE OFF 'YES' OR 'NO', AS APPLICABLE.
2. For Sl. No.11 to 20 above, the formats are available in "Volume ID of Volume I Book-II – Forms and Procedures" of this tender specification.
3. NOTE: - Tenderers are required to either fill in or submit separately the following details. No column should be left blank.

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

NOTICE INVITING TENDER

ANNEXURE – 3

Void

NOTICE INVITING TENDER

ANNEXURE - 4

Reverse Auction Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

- M/s. {Service provider}
- *Postal address}*

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - 6 within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.

NOTICE INVITING TENDER

ANNEXURE – 5

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

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

NOTICE INVITING TENDER

ANNEXURE – 6

RA price confirmation and breakup

(To be submitted by L1 bidder after completion of RA)

To

- *M/s. Service provider*
- *Postal address*

CC: M/s BHEL

*{Unit-
Address-}*

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

Dear Sir,

We confirm that we have quoted.

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

Total price of the items covered under above cited enquiries is inclusive of *{Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {.....} District, {.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}*

as our final landed prices as quoted during the Reverse Auction conducted today *{date}* which will be valid for a period of *{____ in nos. & in words ____}* days.

The price break-up is as given below.

Total

=====

- Rs. in value & in words

=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

NOTICE INVITING TENDER

ANNEXURE – 7

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for BHEL: PSSR: SCT: 1929 - Civil, structural & Architectural works of FLUE GAS DESULPHURISATION PLANTS (FGD) in existing 2 x 500 MW Tuticorin Thermal power station at Tuticorin, Tamilnadu, India for NLC TAMILNADU POWER LIMITED (NTPL). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/

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additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

NOTICE INVITING TENDER

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

NOTICE INVITING TENDER

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

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

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

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other Provisions

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

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

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

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

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



For & On behalf of the Principal

अनिल कुमार

ANIL KUMAR

उप महाप्रबंधक (उप सचिव) / Dy General Manager (SCT)
शी.ए.ई.एल. - बी.एल.एल. / B.H.E.L. - P.S.S.R.
टेक टावर्स / Tek Towers
नं. 11, राजीव गांधी सड़क, नेहरू पॉल, ओ.एम.आर., चेन्नई - 600 097
No.11, Rajiv Gandhi Salai, Nehru Nagar, OMR, Chennai - 600 097

Place Chennai

Date 01/12/2020

For & On behalf of the Bidder/

Contractor



Place-----

Date-----

Witness:_____

(Name & Address)_____

Witness:_____

(Name & Address)_____

NOTICE INVITING TENDER

ANNEXURE – 8

UNDERTAKING

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

To,

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No:

I/We,

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

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

Place:

Date:

NOTICE INVITING TENDER

ANNEXURE – 9

DECLARATION

Date: _____

To: _____

Address: BHEL, _____

email: _____

Sub: Details of related firms and their area of activities

Dear Sir/ Madam,

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

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

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

Regards,

(_____)

From: _____
Supplier Code: _____
Address: _____

M/s _____