

**TENDER SPECIFICATION
BHEL: PSSR: SCT: 1924
FOR**

**Design, Supply, E&C, O&M of Temporary Ventilation
System in Main Reactor Building On Rental Basis for
Unit 3 & Unit 4 of Kudankulam Nuclear Power Project,
Radhapuram Taluk, Thirunelveli District, Tamil Nadu**

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

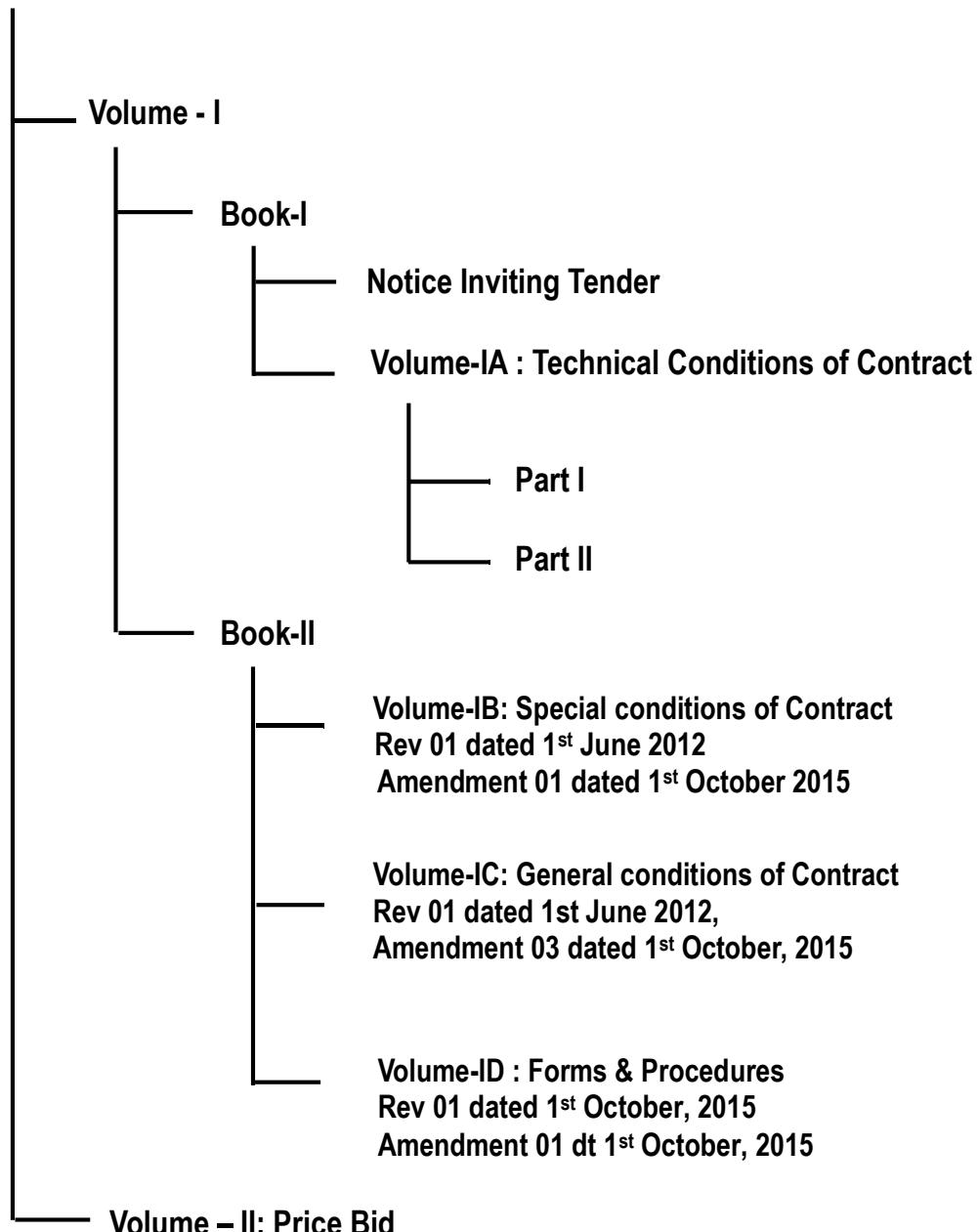
- Volume-IB: Special conditions of Contract,
Rev 01 dated 1st June 2012
Amendment 01 dated 1st October, 2015
- Volume-IC: General conditions of Contract
Rev 01 dated 1st June 2012,
Amendment 03 dated 1st October, 2015
- Volume-ID: Forms & Procedures
Rev 01 dated 1st June 2012
Amendment 01 dt 1st October,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



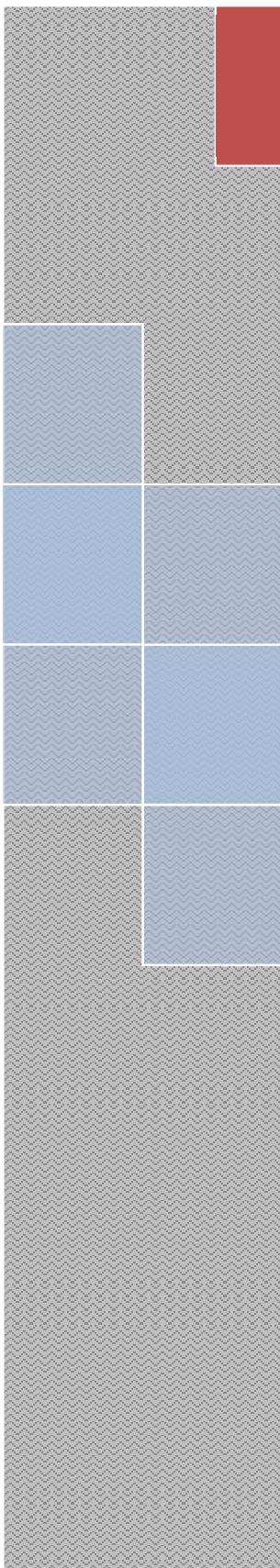
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Power Sector – Southern Region
Tek Towers, No. 11, Old Mahabalipuram Road
Okkiyam Thoraipakkam, Chennai - 600097

TENDER SPECIFICATION CONSISTS OF

Tender Specification



NOTICE INVITING TENDER



NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



Tender Specification No.: BHEL: PSSR: SCT: 1924

NOTICE INVITING TENDER

Ref: BHEL: PSSR: SCT: 1924

Date: December 10, 2020

NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

To

Dear Sir/Madam

Subject: 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 job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

Sl. No	ISSUE	DESCRIPTION	
i)	TENDER NUMBER	BHEL: PSSR: SCT: 1924	
ii)	Broad Scope of job	Design, Supply, E&C, O&M of Temporary Ventilation System in Main Reactor Building On Rental Basis for Unit 3 & Unit 4 of Kudankulam Nuclear Power Project, Radhapuram Taluk, Thirunelveli District, Tamil Nadu	
iii)	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Applicable
B	Volume-IB	Special conditions of Contract,	Applicable
C	Volume-IC	General conditions of Contract	Applicable
D	Volume-ID	Forms & Procedures	Applicable
E	Volume-II	Price Schedule (Absolute value).	Applicable
iv)	Issue of Tender Documents	<p>Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://eprocurebhel.co.in) as per schedule below:</p> <p>Start : 11/12/2020 , Time : 10.00 Hrs</p> <p>Closes: 01/01/2021 , Time : 10.00 Hrs</p> <p>Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)</p>	Applicable

Tender Specification No.: BHEL: PSSR: SCT: 1924

NOTICE INVITING TENDER

v)	Bid / Offer Submission start time	Start Date: 26/12/2020, Time: 10.00 Hrs	
vi)	Due Date & Time of Offer Submission	<p>Date: 01/01/2021, Time : 10.00 Hrs</p> <p>The bidder should submit their offer online in e-Procurement portal at https://eprocurebhel.co.in.</p> <p>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</p> <p>Hard copy bid or bids through E-mail / fax shall not be accepted.</p>	Applicable
vii)	Opening of Tender	<p>Date: 01/01/2021, 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
viii)	EMD Amount	<p>Rs. 5,00,000 /- (Rupees Five 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
ix)	Cost of Tender	Free	-
x)	Last Date For Seeking Clarification	<p>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:</p> <ol style="list-style-type: none"> 1. Mr.Sreenath N G, Dy. Manager/ SCT BHEL-PSSR Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai – 600097 Mobile No.:+91-9445040923 Email: sreenath.ng@bhel.in 2. Mr. Vinod Jaseja, SDGM/ SCT BHEL-PSSR Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai – 600097 	Applicable

NOTICE INVITING TENDER

		Mobile No.:+91-9453039786 Email: jaseja@bhel.in	
xi)	Schedule of Pre Bid Discussion (PBD)	Date: 18.12.2020, Time: 11.00 AM at BHEL Power Sector – Southern Region Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai - 600097	Applicable
xii)	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> <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>	Applicable

NOTICE INVITING TENDER

		<p>1. Mr.Sreenath N G, Dy. Manager/ SCT BHEL-PSSR Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai – 600097 Mobile No.:+91-9445040923 Email: sreenath.ng@bhel.in</p> <p>2. Mr. Vinod Jaseja, SDGM/ SCT BHEL-PSSR Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai – 600097 Mobile No.:+91-9453039786 Email: jaseja@bhel.in</p>	
xii	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com → Tender Notifications → View Corrigendums), Central Public Procurement Portal (https://eprocure.gov.in/ & e-tender portal https://eprocurebhel.co.in). 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 Not Used.

4.0 Unless specifically stated otherwise, bidder shall deposit Earnest Money Deposit 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:-

a) **Name of the Beneficiary** :- Bharat Heavy Electricals Limited

b) **Bank Particulars**

- i) Bank Name :- State Bank of India
- ii) Bank Telephone No.(with STD code):- 044 – 2433 0583 / 2433 0407
- iii) Branch Address:- SBI Saidapet Branch, 690, Anna Salai, Nandanam, Chennai-600035
- iv) Bank Fax No. (with STD code) :- 044 – 2431 0959

NOTICE INVITING TENDER

- v) Branch Code :- 00912
- vi) 9 Digit MICR Code of the Bank Branch :- 600002045
- vii) Bank Account Number :- 10610819499
- viii) Bank Account Type :- Cash Credit Account
- ix) 11 Digit IFSC Code of Beneficiary Branch:- SBIN0000912
- x) Details for SFMS (Structured Financial Messaging System) transmission of BG

Bank and Branch	SBI TFCPC Branch
Branch Code	5056
IFSC Code	SBIN0005056

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

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

Documents Comprising the e-Tender

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

a. Technical Tender (UN priced Tender)

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

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

b. Price Bid:

- i). Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii). The price should be quoted for the accounting unit indicated in the e-tender document.
- iii). Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv). A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee

NOTICE INVITING TENDER

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

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.

NOTICE INVITING TENDER

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 seller manual available on <https://eprocurebhel.co.in>

6.0 Documents to be uploaded & modality of uploading in e-procurement portal <https://eprocurebhel.co.in> shall be as detailed below (All pages to be signed and stamped):

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. 2. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding. (i) In case of acceptance of the deviations, appropriate loading shall be done by BHEL	Refer "Bidder Manual for BHEL Bidders" available at https://eprocurebhel.co.in

NOTICE INVITING TENDER

	(ii) In case of unacceptable deviations, BHEL reserves the right to reject the tender.	
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	
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

NOTICE INVITING TENDER

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 1 & Volume 1 Book 2 are to be attached as a part of your offer, in their respective sections. 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 provided 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 1924 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: Not applicable for this tender.
- 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,

NOTICE INVITING TENDER

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

- 11.0** For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/ or through e-procurement portal <https://eprocurebhel.co.in>, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0** BHEL may decide holding pre-bid discussion (PBD) with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0** In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc or requirements of different codes / standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages / other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting / submission of offer, else BHEL's interpretation shall prevail.
- 14.0** Unless specifically mentioned otherwise, bidder's quoted price shall deem 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-1(as applicable) past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right NOT to consider offers of parties under HOLD.
- 17.0** In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful / Disqualified bidders under intimation to the respective bidders.

NOTICE INVITING TENDER

- 18.0** Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0** Reverse Auction: Not applicable for this tender.
- 20.0** On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0** In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0** The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0** Consortium Bidding is not applicable for this Tender.
- 24.0** The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents / proofs, these shall be submitted immediately.
- 25.0** The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0** The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0** Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page".
- 28.0** The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of banned/ hold firms is available on BHEL web site www.bhel.com.
 - 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

NOTICE INVITING TENDER

tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

29.0 Not Applicable

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

31.0 PREFERENCE TO MAKE IN INDIA:

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

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.

NOTICE INVITING TENDER

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
- 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 BHARAT HEAVY ELECTRICALS LTD

General Manager / SCT, Purchase & Debtor

Enclosure

- (i) Annexure-1: Pre Qualifying Requirements.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Certificate by Chartered Accountant (Not applicable for this Tender)

NOTICE INVITING TENDER

- (iv) Annexure-4: Reverse Auction Process Compliance Form (Not applicable for this Tender)
- (v) Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process (Not applicable for this Tender)
- (vi) Annexure-6: RA Price Confirmation and Breakup (Not applicable for this Tender)
- (vii) Annexure-7: Integrity Pact
- (viii) Annexure-8: Undertaking as per C4 of Annexure-1 i.e. PQR
- (ix) Annexure-9: Declaration reg. Related Firms & their areas of Activities
- (x) Other Tender documents as per this NIT.

NOTICE INVITING TENDER

ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	Design, Supply, E&C, O&M of Temporary Ventilation System in Main Reactor Building On Rental Basis for Unit 3 & Unit 4 of Kudankulam Nuclear Power Project, Radhapuram Taluk, Thirunelveli District, Tamil Nadu		
Tender No.	BHEL: PSSR: SCT: 1924		
Sl. No.	PRE QUALIFICATION CRITERIA		
Bidders claim in respect of fulfilling the PQR Criteria	Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability	
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Applicable	
B	Technical Bidder should have executed Design, supply, E&C of HVAC system with minimum chiller capacity of 100TR in any sector in India in the last 07 years preceding the latest due date of bid submission. The necessary purchase order and completion certificate shall be furnished along with offer	Applicable	
C C-1	FINANCIAL TURNOVER Bidder must have achieved an average annual financial turnover (Audited) of Rs. 1,57,00,000/- (Rs. One Crore Fifty Seven Lakhs only) or more over three consecutive FY from immediate four previous FYs shall be reckoned. (FY to be considered shall be FY 2016-17,	Applicable	

NOTICE INVITING TENDER

	2017-18 & 2018-19 or 2017-18, 2018-19 & 2019-20).		
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 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.	Applicable	
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 Annexure 8 of NIT)		
D	Assessment of Capacity of Bidder to execute the work as per Sl. No 9 of NIT (if applicable)	Not 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 F	Applicable	BY BHEL
G	Consortium criteria (if applicable)	Not 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 		

NOTICE INVITING TENDER

	<p>submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.</p> <p>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.</p> <p>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.</p> <p>5. C-3:- PROFIT : shall be PBT earned during any one year of the three financial years as in C-1 above</p> <p>6. Completion date for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission of Tender irrespective of the date of the start of work.</p> <p>7. 'EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.</p> <p>8. Unless otherwise specified, for the purpose of 'Technical' criteria of PQR (as in 'B' above), the word 'EXECUTED' means:</p> <ol style="list-style-type: none">1. "BOILER LIGHT UP" in respect of Boiler/CFBC/ ESP2. "SYNCHRONISATION" in respect of STG/GTG and 'SPINNING' in case of HTG3. "STEAM BLOWING" in respect of of Power Cycle Piping4. "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 FGD10. For C&I works: "SYNCHRONISATION" in case of power project/ "WORK EXECUTION of the value as defined in PQR" in case of9. industry.10. Boiler means HRSG or WHRB or any other types of Steam Generator11. Critical/ Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass, LP Bypass lines12. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5TPH 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.
--	--

NOTICE INVITING TENDER

	13. 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.
--	--

Note:

- i) BIDDER SHALL SUBMIT 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.
- ii) Credentials submitted by the Bidder against 'PRE-QUALIFYING CRITERIA' shall be verified for its authenticity. In case, any credential(s) is/are found to be unauthentic, offer of the bidder is liable for rejection. BHEL reserves the Right to Initiate any further action as per extant guidelines for Suspension of Business Dealings.
- iii) 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

Not Applicable for this tender.

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)

Not Applicable for this tender.

NOTICE INVITING TENDER

Annexure - 2

CHECK LIST

NOTE:- Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:		
3.b	Details of alternate Contact person for this Tender Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:		
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 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)
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
			ENCLOSED BY BIDDER
			YES/NO

NOTICE INVITING TENDER

7	Audited profit and Loss Account for the last three years	Applicable	YES/NO
8	Copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the 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	Not 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. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

NOTICE INVITING TENDER

Annexure-3

Certificate by Chartered Accountant on letter head

(applicable upto 31st March'2021 in line with MSME notification no. S.O. 2119 (E), dated 26th June'2020)

Not Applicable for this tender.

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)

Not Applicable for this tender.

NOTICE INVITING TENDER

Annexure – 5

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

Not Applicable for this tender.

NOTICE INVITING TENDER

Annexure – 6

RA price confirmation and breakup
(To be submitted by L1 bidder after completion of RA)

Not Applicable for this tender.

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: 1924- Design, Supply, E&C, O&M of Temporary Ventilation System in Main Reactor Building On Rental Basis for Unit 3 & Unit 4 of Kudankulam Nuclear Power Project, Radhapuram Taluk, Thirunelveli District, Tamil Nadu

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.

NOTICE INVITING TENDER

- 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

NOTICE INVITING TENDER

Section7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

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

Section 8 - Independent External Monitor(s)

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

NOTICE INVITING TENDER

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.

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

NOTICE INVITING TENDER

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
(Office Seal)

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

Place-----
Date-----

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,
BHEL Power Sector – Southern Region,
Tek Towers, No. 11, Old Mahabalipuram Road,
Okkiyam, Thoraipakkam, Chennai – 600097

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 _____
