



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Ref: PSER:SCT:NBN-M1767:5244

Date: 23-09-2016

NOTICE INVITING TENDER

NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES

Sealed offers in two part bid system are invited from reputed & experienced bidders meeting **PRE QUALIFICATION CRITERIA** as mentioned in Annexure-1 through **E-Procurement Portal <https://bheleps.buyjunction.in>** only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Consideration of their offer is subject to CUSTOMER APPROVAL etc specified below. 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	PSER:SCT:NBN-M1767:16
ii	Broad Scope of job	Design, Engineering, Manufacturing, Supply / Delivery, Erection, Commissioning, Trial run, Handing over to customer etc. of 'Elevator' for 'SG' and 'TG' system of 4x250 MW units at Nabinagar TPP, Bihar.
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	General conditions of contract (Supply) <i>Applicable.</i>
b	Volume-IB	General conditions of contract (Service) <i>Applicable.</i>
c	Volume-IC & ID	Special conditions of contract (Supply) <i>Applicable.</i>
d	Volume-IE	Forms and Procedures etc. <i>Applicable.</i>
e	Volume-II	Scope of work, technical specification, drawing etc <i>Applicable.</i>
f	Volume-III	Price Schedule (Absolute value) – Rev-00 <i>Applicable.</i>
g		
iv	ISSUE OF TENDER DOCUMENTS	<i>This is an E-tender floated online through our E-Procurement Site https://bheleps.buyjunction.in.</i> <i>Applicable.</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date: 14-10-2016, Time: 15-00 Hrs.</i> <i>The bidder should respond by submitting their offer online in our e-Procurement platform at https://bheleps.buyjunction.in only. Offers are invited in two-parts only.</i> <i>Hard copy bid or bids through email/ fax shall not be accepted.</i> <i>Applicable.</i>
vi	OPENING OF TENDER	<i>Date: 14-10-2016.</i> <i>1 hours after the latest due date and time of Offer submission</i> <i>Notes:</i> <i>(1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time.</i> <i>(2) Bidder may depute representative to witness the opening of tender.</i> <i>Applicable.</i>
vii	EMD AMOUNT	NA <i>Not Applicable</i>
viii	COST OF TENDER	Rs. 2,500/- <i>Applicable</i>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691/ 23398231

ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 07-10-2016 Along with soft version also, addressing to undersigned & to others as per contact address given below</i>	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)	--	<i>Not Applicable (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN.)</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		<i>Not Applicable</i>
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com →Tender Notifications →View Corrigendums & www.jantermanter.com/ CPP portal →Tender Notice) & E-Procurement Site https://bheleps.buyjunction.in and not in the newspapers. Bidders to keep themselves updated with all such information.	<i>Shall be intimated to bidder</i>

- 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 digitally signed & stamped on each page, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender (non-refundable) and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata, issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer.
- 4.0 Unless specifically stated otherwise, bidder shall have to deposit through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. For other details and needful for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 Procedure for Submission of Tenders: The Tenderers must submit their Tenders as detailed below:

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING

Sl no	Description	Remarks
PART-I A	(TECHNO COMMERCIAL BID)	
	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer. (To be attached in relevant Attachment section)	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. (To be attached in relevant Attachment section)	

	<p>Note:</p> <p>a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be attached in relevant attachment section of the e –procurement portal. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	Supporting documents/ annexures / schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be attached in relevant attachment section and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT. (To be attached in relevant Attachment section)	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Not Applicable.
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT (To be attached in relevant Attachment section)	
vii.	Notice inviting Tender (NIT) (To be attached in relevant Attachment section)	
viii.	Volume – I I : <i>Scope of work, technical specification, drawing etc</i> (To be attached in relevant Attachment section)	
ix.	Volume – IC & ID : Special Conditions of Contract (SCC)- Supply & Service (To be attached in relevant Attachment section)	
x.	Volume – I A & IB : General Conditions of Contract (GCC)- Supply & Service (To be attached in relevant Attachment section)	
xi.	Volume – I E : Forms & Procedures etc. (To be attached in relevant Attachment section)	
xii.	Volume–III - (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item. (To be attached in Unpriced Bid Attachment section)	
xiii.	Any other details preferred by bidder with proper indexing. (To be attached in relevant Attachment section)	

PART-I B	EMD/ COST OF TENDER	
	CONTAINING THE FOLLOWING:-	
i.	1. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

PART-II	PRICE BID (TO BE ATTACHED IN PRICE BID ATTACHMENT SECTION)	
	CONTAINING THE FOLLOWING:-	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume III – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures) Any other document uploaded in the price bid, apart from above tender format, shall not be taken into cognizance for evaluation of offer.	

SPECIAL NOTE:

- A) Your offer & documents submitted along with offer shall be digitally signed & stamped in each page by your authorised representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) The credentials/documents submitted towards compliance of Pre-qualification requirement shall be physically signed by the authorized signatory & stamped before uploading/submission with the offer in the e-procurement portal.
- C) All documents/ annexures submitted with the offer shall be properly attached in the respective sections. BHEL shall not be responsible for any missing documents.
- 6.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 7.0 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 .
- 8.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 9.0 For any clarification on the tender document, the bidder may seek the same in writing, through e-mail or through **E-Procurement Site** <https://bheleps.buyjunction.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 any delay. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 10.0 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.
- 11.0 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.
- 12.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 13.0 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

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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.

- 14.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, price bid (Volume-III) uploaded in E-Procurement Site <https://bheleps.buyjunction.in> will be opened.
- 15.0 Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 16.0 BHEL reserves the right to go Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder to decide the successful bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In such case all qualified bidders will be intimated regarding procedure/ modality of process prior to RA and price will be decided through RA process only. In such a case, sealed price bid (Volume-III) uploaded in E-Procurement Site <https://bheleps.buyjunction.in> will not be opened.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder will be considered as tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue".

However, if reverse auction process is not adopted or is unsuccessful for whatsoever reason, absolute value price bid (Volume-III) uploaded in E-Procurement Site <https://bheleps.buyjunction.in> will be opened for deciding the successful bidder. BHEL's decision in this regard will be final & binding on bidder.

In case BHEL decides not to go Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

- 17.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 18.0 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.
- 19.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 20.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the details to be complied with is enclosed herewith as per Annexure-5 UNLESS SPECIFIED OTHERWISE IN PQR.
- 21.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) 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.
- 22.0 The bidder may have to produce original document for verification if so decided by BHEL.

- 23.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website (www.bhel.com).
- 24.0 It may please be noted that Guidelines/Rules in respect of Suspension of business dealings (Hold- 6 to 12 Months/ Delisting – 2 years / Banning – 3 years etc), Vendor Evaluation formats, quality, safety and HSE guidelines , standard T&P hire charges of BHEL etc may undergo change from time to time and the latest one shall be followed. Latest “Guidelines for Vendor Evaluation” is web based, quality, safety & HSE”; standard T&P hire charges shall be available at site and shall be given to the successful vendors/subcontractors during execution.
- 25.0 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or valid Udyog Aadhar Memorandum & acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through a-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.
- 26.0 The bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website 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.
- 27.0 Annexure-A -Amendment to GCC/SCC shall be read in conjunction with GCC-Volume-IA&IB & SCC-Volume- IC&ID. This Annexure-A (Amendment to GCC/SCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC/SCC only.
- 28.0 Annexure-B - Terms & conditions of Reverse Auction is enclosed herewith.
- 29.0 Duly filled & signed Annexure- CPP/I to be submitted by bidders along with their techno-commercial offer.
- 30.0 Integrity Pact (IP) –
- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.
- The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (b) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.
- No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department."
- 33.0 The contractor shall, at all stages of work deploy skilled/ semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/ Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of

Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/ semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.”

34.0 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-Volume-III
- d. Technical Specification (TS) -- Volume-II
- e. Special Conditions of Contract (SCC) —Volume- IC& ID
- f. General Conditions of Contract (GCC) —Volume- IA & IB
- g. Forms and Procedures —Volume-IE

for BHARAT HEAVY ELECTRICALS LTD

Sr ENGINEER (SCT)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	033-2339 8231 (D)/ 8228.
	FAX no	033-23211960
	E-mail	papori@bhelpser.co.in / k.anish@bhelpser.co.in / soma@bhelpser.co.in

Enclosure

01. Annexure-1: Pre Qualification Criteria.
02. Annexure-2: Format for No deviation Certificate.
03. Annexure-3: Format for seeking clarification.
04. Annexure-4: Check List.
05. Annexure-5: Conditions for consortium/tie up.
06. Annexure –A- Amendment to GCC.
07. Annexure -B- Terms & conditions of Reverse Auction.
08. Annexure –C- CA certificate Format.
09. Annexure– CPP/I.
10. Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFICATION CRITERIA**

JOB	Design, Engineering, Manufacturing, Supply / Delivery, Erection, Commissioning, Trial run, Handing over to customer etc. of 'Elevator' for 'SG' and 'TG' system of 4x250 MW units at Nabinagar TPP, Bihar.
TENDER NO	PSER:SCT:NBN-M1767:16

BIDDER SHALL NOTE & COMPLY WITH THE POINTS REFERRED UNDER 'NOTE' BELOW.

SL NO	CRITERIA (COMMERCIAL)
1.0	<p>BIDDERS SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM Rs. 129.90 LAKHS IN LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2015 AND MUST HAVE EARNED PROFIT IN ANY ONE OF LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2015 & SHOULD HAVE POSITIVE NET WORTH AS ON 31-03-2015. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY NEED TO BE SUBMITTED FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2015 IN SUPPORT OF THIS REQUIREMENT.</p> <p>IN CASE AUDITED BALANCE SHEET AND PROFIT AND LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THE THREE YEARS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDER AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY THE CHARTERED ACCOUNTANT.</p>
2.0	<p>BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE THREE FINANCIAL YEARS AS APPLICABLE IN THE LAST THREE FINANCIAL YEARS AS FURNISHED FOR 1.0 ABOVE.</p> <p>NOTE: PROFIT SHALL BE PBT EARNED DURING ANY ONE YEAR OF LAST THREE FINANCIAL YEARS AS IN 1.0 ABOVE.</p>
3.0	<p>BIDDER SHOULD HAVE VALID PAN.</p> <p>RELEVANT SUPPORTING DOCUMENT SHALL BE SUBMITTED.</p>
	CRITERIA (TECHNICAL)
4.1	SUPPLIER SHOULD HAVE CAPABILITIES FOR DESIGN/ MANUFACTURE AND HAVING IN-HOUSE/ OUT-SOURCED FACILITY FOR TESTING OF ELEVATOR WITH MINIMUM CAPACITY 680KG.
4.2	<p>THE SUPPLIER HAS TO SUBMIT EITHER OF FOLLOWING SUPPORTING DOCUMENTS MEETING ABOVE MENTIONED PRE-QUALIFYING REQUIREMENT</p> <p>A. COPY OF MINIMUM ONE(1) PERFORMANCE CERTIFICATE IN ENGLISH FROM END USER ALONG WITH COPY OF RELATED PURCHASE ORDER (PO) OR LETTER OF INTENT (LOI) OR LETTER OF AWARD (LOA) OR WORK ORDER (WO) SPECIFYING THAT THE PRODUCT/ EQUIPMENT IS RUNNING SUCCESSFULLY FOR ONE(1) YEAR FROM DATE OF COMMISSIONING MEETING THE MINIMUM PRE-QUALIFYING REQUIREMENT.</p> <p>OR</p> <p>B. MINIMUM TWO PO/ LOI/ LOA/ WO PLACED WITH A MINIMUM GAP OF ONE(1) YEAR FROM SAME PURCHASER MEETING THE MINIMUM PRE-QUALIFYING REQUIREMENT.</p> <p>OR</p> <p>C. MINIMUM ONE PO/ LOI/ LOA/ WO AFTER COMMISSIONING OF FIRST ORDER FROM SAME PURCHASER MEETING THE MINIMUM PRE-QUALIFYING REQUIREMENT.</p> <p>OR</p> <p>D. IN CASE, VENDOR HAS EXECUTED CONTRACT(S) FOR BHEL-PEM, INTERNAL ASSESSMENT BY BHEL-PEM SHALL BE FOLLOWED FOR EVALUATION FOR SATISFACTORY PERFORMANCE. FOR THIS, VENDOR TO SUBMIT THE REQUEST ALONG -WITH RELEVANT DOCUMENTS.</p>

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	OR
	E. MINIMUM THREE CUSTOMER'S/ THIRD PARTY'S INSPECTION REPORTS/ TEST CERTIFICATES/ COMMISSIONING CERTIFICATES MEETING THE MINIMUM PRE-QUALIFYING REQUIREMENT.
4.3	MINIMUM TWO (2) NOS. PURCHASE ORDERS, SHALL BE SUBMITTED WHICH SHOULD NOT BE MORE THAN TWENTY (20) YEARS OLD AS ON DATE OF BID SUBMISSION, FOR ESTABLISHING CONTINUITY IN BUSINESS.
5.0	CONSIDERATION OF BIDDER WILL BE SUBJECT TO APPROVAL OF CUSTOMER (M/S NTPC/BRBCL).

NOTE:

A	IN CASE DOCUMENTS SUBMITTED FOR MEETING PQR ARE IN LANGUAGE OTHER THAN ENGLISH, NOTARIZED ENGLISH TRANSLATION SHALL ALSO BE SUBMITTED.
B	PEM REGISTERED VENDORS FOR SUBJECT PACKAGE ARE ALSO REQUIRED TO SUBMIT THE CREDENTIALS TO MEET THE PQR.
C	NOTWITHSTANDING ANYTHING STATED ABOVE, BHEL RESERVES THE RIGHT TO ASSESS THE CAPABILITIES AND CAPACITY OF THE BIDDER/COLLABORATORS TO PERFORM THE CONTRACT, AS PER BHEL EVALUATION PROCEDURE, SHOULD THE CIRCUMSTANCES WARRANT SUCH ASSESSMENT IN THE OVERALL INTEREST OF BHEL.
D	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA/ REQUIREMENT, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.
E	BIDDER SHALL SUBMIT REQUISITE DOCUMENTS, TO COMPLY WITH AFORESAID CRITERIA, PROPERLY INDEXED, ALONG WITH OFFER.
F	CONSORTIUM/ JV BIDDING IS NOT ALLOWED.
G	SUPPLIER TO COMPLY GENERAL POINTS OF PQR AVAILABLE AT HTTP://BHELPEM.COM/VENSECTION/PMD/PMD.ASPX IN CASE SUPPLIER IS NOT OEM, THE OFFER SHALL BE EVALUATED AS PER POINT NO 1 OF GENERAL PQR.

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ANNEXURE - 2**FORMAT FOR NO DEVIATION CERTIFICATE**
(To be submitted in the bidder's letter head)

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

Sub	No Deviation Certificate.	
Job	Design, Engineering, Manufacturing, Supply / Delivery, Erection, Commissioning, Trial run, Handing over to customer etc. of 'Elevator' for 'SG' and 'TG' system of 4x250 MW units at Nabinagar TPP, Bihar.	
Ref	1.0	Tender no PSER:SCT:NBN-M1767:16
	2.0	BHEL's NIT, vide reference no PSER:SCT: NBN-M1767:5244, Dated 23-09-2016.
	3.0	All other pertinent issues till date.

Dear Sirs,

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

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

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

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

Thanking you,

Yours faithfully,

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

ANNEXURE - 3**FORMAT FOR SEEKING CLARIFICATION**

JOB	Design, Engineering, Manufacturing, Supply / Delivery, Erection, Commissioning, Trial run, Handing over to customer etc. of 'Elevator' for 'SG' and 'TG' system of 4x250 MW units at Nabinagar TPP, Bihar.
TENDER NO	PSER:SCT:NBN-M1767:16

SI no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

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फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 23211691/ 23398231

ANNEXURE - 4**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	DD No: Date : Bank : Amount: Please tick (✓) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY(BY BHEL)	ENCLOSED BY BIDDER
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/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE-5CONDITIONS TO BE COMPLIED WITH FOR CONSORTIUM BIDDING (TECHNICAL TIE UP)

- 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 consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 2 Standalone' bidder cannot become a 'Prime Bidder' or a 'Consortium bidder' 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 non compliance, consortium bids of such Prime bidders will be rejected.
- 3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR.
- 4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work.
- 5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder' as specified in clause 9.0
- 6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 9 Prime Bidder shall be responsible for the overall execution of the contract
- 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
- 11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. 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.
- 12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 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 two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'stand alone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.
- 14 The consortium partner shall submit SD equivalent to 2% 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 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.
- 15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also.

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Annexure - AAmendment to GCC

Introduction of following Clauses of GCC as below:

- 1.0 Additional security deposit (SD) has to be submitted by the successful bidder with value as follows:

"If the final price of successful bidder is lesser by 'more than 30%' of BHEL's estimate and the difference between the price of L-1 & L-2 is more than 10% of BHEL's estimate then only, 'Additional Security Deposit' will be required to be submitted by the successful bidder with value as follows:

Additional Security Deposit = "30 % of (A-B)" limited to minimum 5% & maximum 10% of the 'Total Price/Contract Value', where,

A = 80% of BHEL estimate

B = The final offered price of successful bidder through RA (In case of RA)

OR

Sealed paper price bid of successful bidder (in case of paper bid)

This 'Additional Security Deposit' shall have the same validity as that of the 'Security Deposit' and shall be revalidated/released in the manner as spelt out for the 'Security Deposit' as per relevant clause of GCC.

The BHEL's estimated value shall be disclosed to the successful bidder (on their request) at appropriate juncture in case 'Additional Security Deposit' is applicable."

- 2.0 Clause no. 6.5.1 of GCC-1B shall be read as below:

Time and scope are the essence of the Contract. If the contractor fails to maintain the required progress of work as per contract or to complete the work and clear the site within the time prescribed by the Contract (Contractual Completion period), he shall without prejudice to any other right or remedy of BHEL on account of such breach, the contractor agrees to pay compensation (penalty) to BHEL. The above agreed compensation shall be a penalty equivalent to 1/4 % (one fourth percent) of the total contract price (irrespective of lump sum or item-rate contract or others) per week or part thereof of the delay subject to a maximum of 10% (ten percent) of the total executed contract price including elements of taxes, duties etc. complete.

- 3.0 Clause no. 12.2.1 of GCC-1A shall be read as below:

Recover from the contractor, as agreed liquidated damages a sum equivalent to half percent (1/2%) of the order /contract price for the delayed portion, excluding elements of taxes, duties freights etc., per week or part thereof subject to a maximum of ten percent (10%) of total order/contract price of the complete order if the contractor has failed to deliver & executed complete scope of contract within the period fixed for completion of the same.

- 4.0 Clause 34.0 of GCC,Vol-1A and Clause no. 24.0 of GCC,Vol-1B for " **SETTLEMENT OF DISPUTE AND ARBITRATION** " shall be replaced by following:

1. If any dispute or differences of any kind whatsoever shall arise between BHEL and the contractor, arising out of the contract for the performance of the work whether during the progress of termination, abandonment or breach of the contract, it shall in the first place be referred to and settled by the Designated Engineer (nominated by BHEL for settlement of the disputes arising out of this contract) who within a reasonable period after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the contractor who shall proceed with the work with all due diligence, whether he or BHEL required arbitration as hereinafter provided or not.

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2. If after the Designated Engineer has given written notice of this decision to the party, no claim to arbitration has been communicated to him by the party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the contractor being dissatisfied with any such decision or if amicable settlement can not be reached then all such disputed issues shall be referred to the sole arbitration of the person appointed by BHEL.
3. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Power Sector Region issuing the Contract. It shall not be open to the Contractor to object to such arbitrator only on the ground that such arbitrator is an employee/ex-employee of BHEL or has dealt with or has expressed any opinion on any issue touching upon the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is issued)

4. In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively.

5. The cost of arbitration shall be borne equally by the Parties.
6. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

Annexure -BTerms & Conditions of Reverse Auction

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno- commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure IV) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process, provided minimum four bidders have submitted online sealed bids. Wherever more than one bidder is H1, all H1 bidders will not be allowed to participate in further RA, provided minimum 3 bidders are left after removal of all such H1 bidders.

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Annexure -C**Certificate by Chartered Accountant on letter head**

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

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

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.0.1722(E) dated October 5, 2006 :
 Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
 Rs.....Lacs

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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Annexure- CPP/I**Please arrange to submit this filled-up format along with Tender**

Name of the Company	
Address of Company*	
Company Registration Number*	
Name of Partners / Directors	
Bidder Type: Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/undertaking/jointventure/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details	
Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email*	
(Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Fax*	
Mobile*	

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फैक्स/Fax : (033) 23211960

फ़ोन/Phone : बोर्ड/EPABX : 23211691/ 23398231