

	Bharat Heavy Electricals Limited (A Government of India Undertaking) Power Sector – Southern Region Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai - 600097 Phone: 044 24342458 / 2828 6769 / 6874 / 6875, Fax: Email: yasodha@bhel.in; sprabhu@bhel.in; hena@bhel.in;
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Enq: ENQ:20:PS:0005:PUR:17

Date: 03/10/2020

Offers are invited for Providing, installing and handing over of two coal covered sheds covering three coal stock piles using tubular steel sections conforming to IS 1161 / IS 4923 and Steel structural sections conforming to IS 2062-2006, Roof monitor if required shall be provided on full length as per the requirement. Scope is inclusive of Designing, supplying, fabrication, welding, handling, assembling & erection in position of tubular space frame structure, cladding sheets (roof and side sheeting) and handing over to customer for the project: 2 X 660 MW - ENNORE SEZ SUPERCRITICAL THERMAL POWER PROJECT AT ASH DYKE OF NCTPS through e-procurement portal <https://bhel.abcpocure.com>.

This is an E-tender floated online through our E-Procurement Site <https://bhel.abcpocure.com> The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcpocure.com> Offers are invited in two-parts only. No Hard copy bid or bids through email/fax shall be accepted. Bids shall be submitted as described below:

In case bidders need any clarification regarding online participation, they can contact the Service Provider's Office. Timings and Contact Details are:

E-Procurement Technologies Limited (abcProcure)
Head Office: A-201/208, Wall Street - II, Opp. Orient Club,
Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380 006, Gujarat (India)
Office Hours:
Monday to Friday - 10:00AM to 07:30PM (IST)
1st, 3rd & 5th Saturday - 10:00AM to 06:00PM (IST)
2nd & 4th Saturday – Holiday

Respective user can contact to below numbers or send mail to bhel.support@abcpocure.com

- Mr. Peter Raj, +91 99420 69052, Trichy.bhel@eptl.in
- Mr Pratik Patel, +91 (79)68136849, +91 92655 62819, Pratik.patel@eptl.in
- Mr Devendra Rajpurohit, +91 (79)68136872, Devendra.r@eptl.in
- Mr. Nandan Valera, +91 (79)68136850, Nandan.v@eptl.in
- Mr Sunny Chauhan, +91 (79)68136809, Sunny.c@eptl.in
- Mr. Nikhil Khalas, Nikhil@eptl.in

Digital Certificate Contacts

Contact Person : Mr. Himalay Vaishnav, Cell : +91-9099090830, Phone Nos. : +91-9099090830

e-Mail : info@abcProcure.com

Support Team Contacts

Contact Person : BHEL Support Team Ahmedabad, Cell : +91-79-40270590

Phone Nos. : +91-79-68136809 / 6819/ 6867 / 6823 /

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- Mr. Swapnil Hamilton, Support Executive, Ph: +91 (79)68136867, e-mail ID: swapnil.h@eptl.in
- Himanshi k , Support Executive, +91 (79)68136809, himanshi.k@eptl.in
- Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in
- Mr. Hemangi Patel, Support Executive, Ph: +91 (79)68136862 e-mail ID: hemangi@eptl.in
- Mr. Nandan Valera , Support Executive, Ph: +91 (79)68136850, e-mail ID: nandan.v@eptl.in
- Mr. Jayesh Trivedi, Support Executive, Ph: : +91 (79)68136819, e-mail ID: Jayesh.t@eptl.in
- Mr. Dharam Rathod,. Manager – Implementation & Support, Ph: +91 7940270596 / 9374519754., e-mail ID: dharam@eptl.in
- Mr. Pradip Parmar, Sr Manager – Implementation & Support, Ph: +91 7940270576 / 9998305442, email ID: devang@eptl.in

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm complaint. For the same, the users have to ensure that they have Windows XP(SP3)/Windows Vista/Windows7 installed in their respective PC/Laptop.

Contact Details

Agency	Contact Details	
BHEL, PSSR, Chennai	Address	BHEL,PSSR(HQ) CHENNAI Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai - 600097
	Name & Ph. no	Yasodha G (DY.MANAGER / Purchase) 044 – 28286841 / +91 9840946047 HENA EBEN (DGM/purchase) 044 - 24342458 / 28286874 /+919444117017 S. PRABHU KUMAR (SDGM/Purchase) 044- 28286765 / +919844445680
	FAX no	044-24328516
	E-mail	yasodha@bhel.in hena@bhel.in sprabhu@bhel.in
Training & E procurement assistance		e-Procurement Technologies Ltd. Address : A-201/208, Wall Street - 2, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380006, Gujarat(INDIA) Digital Certificate Contacts Contact Person : Mr. Himalay Vaishnav Cell : +91-9099090830, Phone Nos. : +91-9099090830 e-Mail : info@abcProcure.com Support Team Contacts Contact Person : BHEL Support Team Ahmedabad Cell : +91-79-40270590, Phone Nos: +91-79-68136809/819/862/867/823/872/842 e-Mail : Bhel.Support@abcProcure.com

VOLUME 1A

PRE QUALIFICATION CRITERIA

A. FINANCIAL CRITERIA

A.1 Bidder should have average minimum annual financial turnover of " Rs 6.90 crores , during the last 3 (three) years, ending on 31-03-2020 or corresponding financial year followed by the bidder and having positive net worth (only in case of companies) as on latest audited accounts as submitted for para A.3.

A.2 Bidder must have earned profit (Profit before tax) in any one of the last three financial years ending on 31-03-2020 or corresponding financial year followed by the bidder. Audited balance sheet and profit & loss account of the company for last 3 (three) financial years, ending on 31-03-2020 or corresponding financial year followed by the bidder need to be submitted in support of above.

A.3 In case audited balance sheet and profit and loss account has not been submitted for all three years indicated above then the applicable financial audited statements submitted by the bidders against the requisite three years will be averaged for three years.

A.4 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.

A.5 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.

B. TECHNICAL CRITERIA

B.1 Bidder should have 'executed' the following job during last 7(seven) years, ending on the latest due date of submission of offer.

B.1.1. Supply of at least one tubular space frame structure having minimum 73 Meter clear span width for any project.

AND

B.1.2. Design of at least one tubular space frame structure having minimum 73 Meter clear span width for any project

AND

B.1.3. (A) Erection of "at least one tubular space frame structure having minimum 73 Meter clear span width for any project"

OR

(B)Erection of steel structure of Minimum height 20m (height shall be measured from bottom of base plate of column/ truss/ etc.) or above for any project in which, weight of the structure shall be minimum 1000MT or above.

'Executed' means the bidder should have achieved the technical criteria specified in the pre-qualification criteria, even if the Contract has not been completed or closed. Relevant document including certificate for completion from customer in support of above shall be submitted. Completion date for achievement of the technical criteria specified in the QR B.1. should be in the last 7 years ending on the 'latest date of bid submission' of the tender irrespective of date of start of work.

B.2. In case of consortium bidding, the following points shall be complied and relevant documents|

shall be submitted.

- B.2.1. Number of partner(s) including prime bidder shall not be more than 3.
- B.2.2. Prime bidder along with consortium partner(s) shall enter into agreement.
- B.2.3. Prime bidder should comply with the financial criteria mentioned at Sl. No. A and minimum one technical criterion mentioned at B.1.1, B.1.2, B.1.3.
- B.2.4. Consortium may be permitted for the balance technical criteria mentioned at B.1.1, B.1.2 and B.1.3 other than the criteria complied by the prime bidder.
- B.2.5. Prime bidder along with the consortium partner(s) shall comply with all Pre-qualifying criteria for the tender unless otherwise specified.
- B.2.6. Prime bidder shall be responsible for overall execution of the contract. Prime bidder along with consortium partner(s) have to submit individual CPBG (Contract Performance Bank Guarantee) amounting to 10% of the total order/contract value. Each CPBG as submitted by Prime bidder and consortium partner(s) shall be in the proportion of value of work being executed individually as indicated in their consortium agreement. The prime bidder shall submit CPBG (Contract Performance Bank Guarantee) equivalent to 1% of the total contract value in addition to the individual CPBGs to be submitted by all consortium partners including prime bidder, as dealt above.

- B.3. 'Standalone' bidder should submit CPBG equal to 10% of the total order/contract value.

'Standalone' bidder is the bidder who fulfils all the conditions stipulated under clauses A and B.1 above on their own without any consortium partner. In case, the standalone bidder executed the work on EPC basis (i.e. design, supply and erection of at least one tubular space frame of 73m clear span width for any project), then the time of handing over to customer or certification of customer for completion of entire work, shall be considered as date of completion for qualification against B.1. criteria.

C. GENERAL

C.1 Consortium bidding is allowed. Following shall be complied with in case of consortium

- i. Prime bidder and consortium partner(s) are required to enter into a consortium agreement as per BHEL format provided in the tender. Validity period of consortium agreement shall be six months from the date of bid submission plus the duration of work indicated in the tender/ contract along with the extended period if any plus the warranty period required for the package as per tender/ contract (copy of consortium agreement to be given to BHEL). 'Standalone bidder' cannot be a prime bidder or consortium partner in consortium bidding. A prime bidder shall not form more than one consortium. 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.
- ii. In case any consortium partner(s) back out, their CPBGs shall be encashed by BHEL. In such a case, other consortium partner(s) meeting the PQR have to be engaged by the prime bidder, and if not, the respective work will be withdrawn and executed at risk and cost of the prime bidder along with applicable BHEL overhead. The new consortium partner(s) shall submit fresh CPBG as applicable.
- iii. In case the prime bidder fails in performance/withdraws, the whole contract shall be considered cancelled and shall be carried out by BHEL at the risk & cost of bidder (prime bidder + consortium partner(s)) along with applicable BHEL overhead. However, BHEL reserves its right to cancel the entire contract or only the portion under the direct execution scope of prime bidder whose performance is poor and proceed with the consortium partner(s) for their respective areas of work, where the performance of consortium partner(s) is satisfactory to BHEL. Commercial implications, if any, on account of such exercise, arising out of withdrawal of total work or withdrawal of prime bidders' portion of work alone, is to the account of prime bidder who has failed to perform. This risk and cost will also include the difference in cost between the contracted rates for consortium partner(s) scope and the agreement between the prime bidder and consortium partner against documentary evidence subject to approval of BHEL.
- iv. Credentials of works executed by prime bidder and consortium partner(s) should be submitted separately for their respective area of work.

- C.2. Shortlisted bidders (standalone/ prime bidder with his consortium partner(s)) shall be considered for the tender subjected to the approval by our customer i.e. "TANGEDCO".
- C.3. *Equivalent amount means that it is converted (other currency to INR) at State Bank of India TT selling rate as on date of tender opening (Part-I bid in case of two part bid).
- C.4. Bid documents are to be only in English language. In case documents submitted for meeting PQR are in language other than English, notarized English translation shall also be submitted.
- C.5. In case of non-Indian bidders, the bid supporting documents other than English language are to be supported with translated documents in English certified/ attested by embassy of respective country or Indian embassy as applicable. Bilingual certificates if any shall also be vetted by embassy.
- C.6. Non-Indian bidders to submit the Report from third party business rating agencies e.g. Dun & Bradstreet / Credit Reform / Government authorized rating agency/ies.

VOLUME 1B

SPECIAL CONDITIONS OF CONTRACT

1. ***Enclosed Document titled Special Conditions of Contract (No.of Pages: 24). In addition to these ENCLOSED special Conditions of Contract, the below mentioned clauses shall also be form part of Volume 1B.***
2. **Customer approval is applicable. Price bids of those bidders who stand qualified subsequent to the compliance of PQR criteria and approved by the customer, shall be opened as per tender conditions.**
3. **DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING**

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
TECHNICAL OFFER	1. Scanned copy of (a) Power of Attorney document mentioned with Tender Number / date in Judicial Stamp paper and Notarised. (Mandatory). To be attached in Attachment section. Vendor offer may be liable to be rejected if not submitted) (b). Scanned copy of duly filled in Integrity Pact (IP) document – Applicable (Required to be submitted). (c) Authorization Letter (in letter head) (d) Covering letter of offer (in letter head) 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). 3. Scanned copy of Techno-Commercial Offer along with duly Filled Copy given in Volume 1D forms and procedures (To be attached in Attachment section) 4. Duly filled all annexures (To be attached in Attachment section). 5. Copy of corrigendum, if applicable (To be attached in Attachment section) 6. All supporting documents/ Annexures etc as applicable (To be attached in Attachment section). 7. No deviation certificate in bidders Letterhead as per format given in Volume 1D forms and procedures. (Mandatory). To be attached in Attachment section. Vendor offer liable to be rejected if not submitted). 7A. Declaration that company is not under insolvent proceedings or any bankruptcy proceedings (To be attached in Attachment section) 7B. Make in India certificate- self Certification under preference to Make In India order Certificate (To be attached in Attachment section) 7C. An Undertaking that the imports are not from restricted countries. (To be attached in Attachment section)
PRE-QUALIFICATION PART	8. Pre-qualifying documents as per PQR. (Mandatory)-To be attached in Technical bid Attachment section in e-procurement portal)

PRICE BID	9. Duly filled in Price Schedule. (in price bid section in e-procurement portal) The Document named 'Details of Import Content' is to be signed and stamped and to be uploaded in Price Schedule. Any other document other than 'Details of Import Content' uploaded in the price bid shall not be taken into cognizance for evaluation of offer.
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NOTE:

- Offer & documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed.
 - All documents / Annexures submitted with the offer shall be properly annexed and uploaded in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
 - The bidder may have to produce original document for verification if so decided by BHEL
4. **TAXES and DUTIES – PLEASE REFER ANNEXURE-II**
 5. BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split the job. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
 6. The Rates Quoted should be FIRM till the Completion of the Order. No revision in rate shall be entertained after opening of the tenders. Rates quoted shall be excluding GST. Supplier should furnish all GST details separately in their offer / invoice, for BHEL to avail GST CREDIT benefits. The Value exclusive of GST will be considered while comparing your offer to arrive L1 status. BHEL will not furnish any 'Concessional " Form.
 7. Bidders are free to visit the site and study the prevailing site condition including law & order etc. before quoting.
 8. BHEL may decide holding pre-bid conference [PBC] with bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.
 9. In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including TCNs, clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
 10. In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
 11. Offers satisfying the Pre-Q criteria and Techno Commercial conditions will be sent for Customer's acceptance and only such bidders approved by Customer, will be considered for further processing.

12. For any clarification on the tender document, you may seek the same in writing within 3 days from publishing of NIT, from the office of the undersigned which will be clarified to all the bidders. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.

13. BHEL reserves the right to open the price bid of the offers in camera.

14. **Reverse Auction is applicable.** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as for Reverse Auction-2020 as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking

15. Preference to Make in India :

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of Purchase preference and/or local content in respect of this procurement, same shall be applicable. **Certification for local supplier category as per latest Government circular shall be provided and uploaded in Attachment section.**

“For this procurement, the local content to categorize a supplier as a Class I Local supplier/Class II Local supplier/Non-Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”

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

16.1. 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.

16.2. Commitment by Bidder / Supplier / Contractor:

16.2.1. The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

16.2.2. 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.

16.2.3. 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.

16.2.4. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud

or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

17. Tender Conditions for MSE supplier: MSE suppliers can avail the intended benefits only if they submit the following documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer:

BHEL shall take decision on Purchase Preference to MSEs as follows:

1) IF L-1 BIDDER IS OTHER THAN Micro and Small Scale Enterprises (MSEs).

- a) In tender, participating Micro and Small Scale Enterprises (MSEs) quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE (L1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices..
- b) Total tendered quantity shall be divided as follows:
In the ratio of 75 : 18.75 : 6.25 (if L-1 bidder is non MSE), where 75% order will be placed on L-1 bidder, 18.75% on MSE and 6.25% on MSE (owned by SC/ST) subjected to following conditions:
 - I. MSEs Matches L-1 price.
 - II. If no MSE owned by SC/ST has participated in the tendering process, portion earmarked (6.25%) will be awarded entirely to other MSE (not owned by SC/ST) i.e. total 25% will be awarded to them. In case of tender item is non-splitable or non dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE.
- c) If no MSE matches the L-1 price, then entire order shall be awarded to L-1 bidder.

2) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (NOT OWNED BY SC/ST). In tender, participating MSEs, owned by SC/ST, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price. MSE (owned by SC/ST) shall be allowed to supply up to 25% of total tendered value/quantity. In case of more than one such MSE (L1+15%), L3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.

3) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (OWNED BY SC/ST).

100% order will go to the L-1 bidder

4) Participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom and their ownership is established in case they are claiming the portion earmarked for MSEs owned by SC/STs.

- 5) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.
- 6) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm.
- In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - In case of Private limited companies, at least 51% share shall be held by SC/ST promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.
- 7) Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation shall be applicable. Bidder who is claiming 3% of the quantity earmarked for Women entrepreneurs are required to submit the documentary evidence to establish the ownership of MSE firm owned by Women entrepreneurs.
- In case of proprietary MSE, proprietor(s) shall be a Women.
 - In case of partnership MSE, the Women partners shall be holding at least 51% shares in the unit.
 - In case of Private limited companies, at least 51% share shall be held by Women promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

Note: All these preferences are applicable, subject to the submission of applicable certificates (i.e. District Industries Centers OR Khadi and Village Industries Commission OR Khadi and Village Industries Board OR Coir Board OR National Small Industries Corporation OR Directorate of Handicrafts and handloom OR Udyog Aadhaar Memorandum OR any other body specified by Ministry of Micro Small and Medium Enterprises). **Declaration of UAM number on CPPP portal is mandatory for MSE bidders to enjoy the benefits as per Public Procurement Policy for MSEs order 2012 for tenders invited electronically through CPPP only.**

- 8) MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either ENTREPRENEUR MEMORANDUM PART II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or ENTREPRENEUR MEMORANDUM PART II certificate along with CA certificate (Format enclosed as per MSE Annex - I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of ENTREPRENEUR MEMORANDUM PART II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

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

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause (Public procurement policy 2012 and MSMED act 2006) at time of tender evaluation. “ Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents”.

Payment Terms: Payment shall be made to Successful Bidders (MSEs) within 45 days from receipt of clear invoice.

BHEL shall take decision on Relaxation of norms for Startups MSEs:

- a) Start-ups MSEs are relaxed to condition of prior turnover and prior experience subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR,2005. However, BHEL may not relax the Start-up MSEs, where there is procurement of items related to safety, health, critical security operations and equipment's etc.,
18. Other (Non MSE) bidders shall note that preferences will be given / facilities will be extended to eligible MSE bidders as per the extant Public Procurement Policy of Government of India, as applicable.
19. **All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in website, <https://bhel.abcpurchase.com> www.bhel.com & <http://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these websites.**
20. Bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation 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. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above. The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site http://www.bhel.com/vender_registration/vender.php.
21. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall become a part of the Order/Contract after its finalization.
22. In case there is no change in the technical scope and / or specification and / or commercial terms and conditions, the bidder/s shall not be allowed to change his / their price bids after the due date within the validity period. If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by Vendor. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.

23. Integrity Pact: Applicable. Comply to Furnish Scanned Copy of duly filled in Integrity Pact (IP) document as in Annexure-I & IA.

24. Our requirement is for use at BHEL Site office, (refer NIT for site office location)
Quantity : As per NIT. Quoted rates shall remain firm for the purchase order placed by BHEL on bidder.

Offers are invited to submit in two-parts.

The Technical -Cum-Commercial offer will be opened first, discussed, finalized and only then the price bid of technically acceptable offers will be opened. Tenders will be received up to said due date. BHEL will not be responsible for any technical snag in the web due to last hour rush in uploading of offers, hence the bidders are advised to upload their offers well in advance.

If the bidder submits offer i.e. Technical & Price bid together in single attachment, the offer shall be liable for rejection. Price should be submitted as per tender format only & uploaded in the price section.

25. **HSE Plan** for Subcontractors is enclosed. Bidders Shall refer the document for compliance.

26. In case of joint bidding, bidders to furnish scope matrix which should be clearly defined between foreign bidder and their indian representative along with the offer for the complete scope.

27. CIF content is permitted but preference will be given as per Public Procurement Policy 2017, Preference to Make in India is applicable. Bidders are requested to quote their CIF content (if any) as per format enclosed at Price BID named as 'Details of Import Content' and upload along with their prices. Essential certificate for concessional duty for the import content is available and can be provided. Bidders mandatorily provide CIF content if any to avail concessional duty. In case BHEL is not able to avail concessional duty on imports, same may be recovered from Bidder. **In case the above declaration is not given, it is presumed that there is no import content in the value of supplies of the bidder and hence Essentiality certificate will not be issued.**

In case the above declaration is not given, it is presumed that there is no import content in the value of supplies of the bidder and hence Essentiality certificate will not be issued

28. Bidders to note that offers shall be submitted strictly in accordance with the requirements of all the enclosed Tender documents. Post-bid agreements/MoMs (during Techno-Commercial evaluation) shall automatically become the part of the Order/Contract after its finalisation.

29. Bidders to note that BANK GUARANTEE FOR PERFORMANCE SECURITY (ANNEXURE-III to GCC Rev.07) the word '**PEM**' to be replaced with '**PSSR, Chennai**'.

30. DPE vide OM No.DPE/7(4)/2017-Fin.(Part-I) dated 30.07.2020 has enclosed Department of Expenditure's (DOE) OM and Order (Public Procurement No.1 and No.2) vide ref.F.No.6/18/2019-PPD dated 23.07.2020 on Restrictions under Rule 144 (xi) of the GFR and subsequent clarification Order (Public Procurement No.3) dated 24.07.2020 for compliance by CPSEs. Please may refer Annexure-III (Model Clause/Certificate to be inserted in tenders etc.,)

31. **TERMS & CONDITIONS OF REVERSE AUCTION**

- a) Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry 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).

- b) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- c) BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of online bidding on internet.
- d) In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- e) Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- f) Bidders have to email the Compliance form (annexure III of business rule document of Reverse Auction) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- g) 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" like Packing & forwarding charges, All Taxes, Freight charges, Insurance, loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- h) Reverse auction will be conducted on scheduled date & time.
- i) At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- j) The lowest bidder has to e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- k) 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.
- l) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.
- m) The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- n) In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) shall not be allowed to participate in RA. However, there will be no H1 removal in case H1 happens to be MSE or qualifying under PPP-MII, Order 2017 irrespective of the number of bidders qualifying techno-commercially. In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum three bidders remain in fray, else no H1 removal.

Note :

- 01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favor of BHEL shall be adopted and the same shall be binding to the bidder.
- 02. Any deviation sought by the bidder should be indicated in the techno-commercial offer.

VOLUME 1C
GENERAL CONDITIONS OF CONTRACT (GCC)
(Enclosed)

VOLUME 1D

FORMS & PROCEDURES

TECHNO COMMERCIAL-BIDDER

Sl.No	DESCRIPTION	Vendor to indicate their Acceptance and confirmation and provide Details of supporting documents uploaded
1.	Comply to Execute the Work as per Scope defined in Tender NIT	
2.	Comply to submit the documents as applicable as defined in NIT, Technical specification (TCC), Special Conditions of Contract (SCC), GCC etc. to BHEL for approval.	
3.	Comply to accept the delivery conditions and delivery period as stated in tender documents	
4.	Comply to include Packing & forwarding charges, Freight and Insurance Charges if any	
5.	Comply – BHEL have the rights to evaluate the offers and “ In the Course of evaluation, If more than one bidder happens to occupy L-1 Status, effective L-1 will be decided by soliciting discounts from the respective L-1 Bidders. In case more than one bidder happens to occupy L-1 Status even after soliciting discounts, the L-1 bidder shall be decided by toss/draw of lots, in the presence of 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.”	
6.	Agreed that the Rates quoted shall be firm during the entire duration of the contract	
7.	NO DEVIATION CERTIFICATE in Letter Head (Same to be Attached In Attachment Section. Vendor offer liable to be rejected if not submitted) - mandatory	
8.	LIST OF PQR (PRE-QUALIFYING) Documents with all Credentials (Same to be attached in attachment section) - mandatory	
9.	Comply to Furnish Scanned Copy of Entire Tender Documents Signed & Stamped in each page by authorized representative of the bidder except price bid (same to be attached in attachment section).	
10.	Comply to furnish the scanned copy of Power of Attorney Document for Submission Of Tender / Signing Contract Agreement (To be typed on non-judicial Stamp Papers of appropriate value as applicable and Notarised) along with offer. Offers without valid Power of attorney Document will be summarily rejected and will not be Considered for further evaluation by BHEL (scanned copy to be attached in attachment section) - mandatory (bids are liable to rejected if PoA is not submitted. Vendor offer liable to be rejected if not submitted)	

Sl.No	DESCRIPTION	Vendor to indicate their Acceptance and confirmation and provide Details of supporting documents uploaded
11.	Comply to Furnish Scanned Copy of duly filled in Integrity Pact (IP) document as in Annexure-I & IA. (scanned copy to be attached in attachment section) – Applicable And Mandatory (need to be submitted)	
12.	Whether falling under MSME category (Proof to be attached in attachment section) - mandatory to be specify	
13.	Certification for local supplier category as per Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry provided and uploaded in Attachment section (mandatory) .	
14.	Comply to BHEL Payment Terms as per Tender	
15.	Comply to General Conditions of contract (GCC)	
16.	Comply to Special Conditions of contract (SCC)	
17.	Comply to Participate in Reverse Auction & contact person details	
18.	GST Registration No & details (same to be attached in attachment section).	
19.	Authorized Contact Person Name , Mob No etc	

(Signature of Bidder with seal)

Date :

DECLARATION BY AUTHORIZED SIGNATORY OF BIDDER

Form No: F-02 {Rev 00}

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification NO'

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge, I have gone through the specifications conditions, stipulations and all other pertinent issues till date and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed : **Power of Attorney**

MSME CERTIFICATE**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum 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.O.1722(E) dated October 5, 2006 :

Rs..... Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs..... Lacs for..... Micro I 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 5.0. 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

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) NIT/Tender Specification No:,

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

Tick (v) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

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

FORMAT FOR SEEKING CLARIFICATION

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

To,

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

Dear Sir,

Sub: Request for Clarification

Ref: 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

Sl no	Reference of clause Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

Format for self Certification under preference to Make In India order

Certificate (to be certified by Chartered/Cost Accountant)

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum local content (50%) as defined in above orders for the material against Enquiry No. _____

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

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

Seal and Signature of Supplier

TO BE TYPED ON BIDDER'S LETTER HEAD

CERTIFICATE FOR NO DEVIATION

This is with reference to Tender enquiry No. **ENQ:20:PS:0005:PUR:17** for Providing, installing and handing over of two coal covered sheds covering three coal stock piles using tubular steel sections conforming to IS 1161 / IS 4923 and Steel structural sections conforming to IS 2062-2006, Roof monitor if required shall be provided on full length as per the requirement. Scope is inclusive of Designing, supplying, fabrication, welding, handling, assembling & erection in position of tubular space frame structure, cladding sheets (roof and side sheeting) and handing over to customer for the project: 2 X 660 MW - ENNORE SEZ SUPERCRITICAL THERMAL POWER PROJECT AT ASH DYKE OF NCTPS.

I, _____ Of
M/s _____ hereby certify that there is no deviation from
the Tender conditions either technical or commercial and I am agreeing to all the terms and
conditions mentioned in the Tender Specification.

SIGNATURE OF THE TENDERER

OFFICE SEAL

POWER OF ATTORNEY FOR SUBMISSION OF TENDER

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I / We do hereby make, nominate, constitute and appoint Mr
....., whose signature given below herewith to be true and lawful Attorney of
M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract
and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat
Heavy Electricals Ltd, Power Sector Southern Region, Tek Towers, Chennai-35 in connection with
.....

..... vide Tender
Specification No : _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully
done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the
powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter
appearing on the document.

Dated at _____, this _____ day of _____

Director / CMD / Partner / Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness Notary Public

Authorized Signature & Office Seal / Date

Annexure - I

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 per format given at Volume 1D Formats (refer as in Annexure-IA) of this tender is to be submitted (duly signed and stamped by the 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.

Details of IEM for this tender is furnished below:

Sl.No	IEM	Phone & e-mail
01	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
02	Shri Virendra Bahadur Singh, IPS (Retd.)	vbasinghips@gmail.com

- b) Please refer section- 8 of the IP (refer as in Annexure-IA) 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.

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 / issued shall be addressed directly to the tender issuing (Procurement) department. For all clarifications / issues related to the tender, please contact:

1. Mr.S.PRABHU KUMAR / AGM-Purchase,
BHEL,PSSR(HQ) CHENNAI , Tek Towers, No. 11, Old Mahabalipuram Road

Okkiyam Thoraipakkam, Chennai - 600097

Ph: 044-28286765, +919844445680 sprabhu@bhel.in

Annexure – I A

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 1 10049 (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

-----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.

BHEL

AA:MM:IP:RO1 dtd 1.4.2010

Section 1- Commitments of the Principal

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

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.

BHEL

AA:MM : IP:RO1 dtd 1 . 4.2010

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 Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

BHEL

AA:MM:IP:RO1 dtd 1.4.2010

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)! Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor. upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,
- 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 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

BHEL

AA:MM:IP:R01 dtd 1.4.2010

- 8.6 The Monitor will submit a written report to the CMD. BHFI_ within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the C: MD, BI IEL, a substantiated suspicion of an offence under relevant IPC / PC Act , and the CMD , BI-IEL 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.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as 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 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-----

Witness: Witness: -----
(Name & Address) -----

Witness: Witness: -----
(Name & Address)-----

BHEL

AA:MM: IP:RO1 dtd 1.4.2010

ANNEXURE-II

TAXES and DUTIES

1. Goods and service Tax (GST) & Cess

- 1.1. The successful bidder shall furnish proof of GST registration under GST Law in the State in which the Project is being executed, covering the supply and services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work. The bidder to specify in their offer the category of registration under GST i.e. Registered dealer and composite dealer.
- 1.2. In the event of any GST quoted by a bidder, registered as a composite dealer, the same shall be considered for evaluation and ordering purpose. In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of additional GST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.
- 1.3. Contractor's price/rates shall be exclusive of GST & Compensation Cess (if applicable) (herein after termed as GST).
- 1.4. It is the responsibility of the seller/ Contractor to issue the Tax Invoice strictly as per the format prescribed under the GST laws and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge. Vendor to indicate the proper GSTN registration / HSN /SAC code in their TAX Invoice on the basis of which BHEL will claim the input tax credit in its return.
- 1.5. It is the responsibility of the seller / contractor to adhere to all the provisions of E- Invoicing under GST Act (if applicable). As per the E-Invoicing provisions vendor has to generate IRN and QR Code from the E-Invoicing system and the same need to be printed in the invoice submitted to their customer. *Invoices that do not comply to the above requirements, will not be accepted by BHEL. The applicability of E-invoicing, shall be verified from the E-Invoicing portal on submission of vendor GSTN.*
- 1.6. Vendor/Supplier will share the Tax invoice along with LR/RR (as applicable) to BHEL immediately on removal of goods from vendor/supplier works

- 1.7. Bidder should mention the "Bill To " and "Ship To" details as below in the Tax Invoice for the supply goods and supply of services respectively

For Supply:

Bill To:

The Construction Manager,
BHEL PSSR Site Office,
2X660MW Ennore SEZ Supercritical TPP at Ash Dyke of NCTPS,
Vayalur Village, Ambathur Taluk, Thiruvallur District, Tamilnadu.
GSTN of BHEL : 33AAABC4146P2ZL

Ship To:

M/s. Tamilnadu Generation and Distribution Corporation Limited
2X660MW Ennore SEZ Supercritical TPP at Ash Dyke of NCTPS
Vayalur Village, Ambathur Taluk, Thiruvallur District, Tamilnadu

For Services:

Bill To:

The Construction Manager,
BHEL PSSR Site Office,
2X660MW Ennore SEZ Supercritical TPP at Ash Dyke of NCTPS,
Vayalur Village, Ambathur Taluk, Thiruvallur District, Tamilnadu.
GSTN of BHEL : 33AAABC4146P2ZL

- 1.8. All payments against Tax Invoice to vendors/contractors shall be released only after:

- i. Vendor/ contractor declaring such invoice in GSTR-1 as per the relevant GST Act.
- ii. The tax component charged and all other details mentioned by the vendor in their invoice should match with the details uploaded by vendor in GSTR-1.
- iii. Confirmation of payment of GST and filing of returns thereon by vendor on GSTN portal.

- 1.9. In case, any GST credit is delayed/denied to BHEL or BHEL has to incur any liability (like interest / penalty) due to non/delayed receipt of goods and/or

tax invoice or expiry to timeline prescribed in the relevant GST Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL.

- 1.10. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Vendor / Contractor only.
- 1.11. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.
- 1.12. Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.
- 1.13. The applicable TDS under GST/ Goods and Services (Compensation to States) Act will be deducted from the payments.

2. CUSTOM DUTY

- 2.1. Vendor / contractor to note that this is a Non- Mega Project. However, Essentiality Certificate shall be issued by the TANGEDCO(customer) for availing concessional Custom Duty under **Project Import Regulations**
- 2.2. Essentiality certificate shall be issued by TANGEDCO through BHEL for the items to be imported by the vendor for specified items, limited to CIF content mentioned below for availing concessional custom duty.
- 2.3. CIF of Rs.33 Crs is available for this package. Vendor to Quote accordingly.
- 2.4. The benefit available in concessional custom duty must be passed on to BHEL by the vendor in their offer.

2.5. Vendor/ Contractor has to provide the details of Import content (CIF value both in Rupees and Foreign Currency) with list of items, quantity, Amount of CD and Rate of CD, Currency of Import, Country of origin etc., along with the offer

2.6. Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.

2.7. Vendor / Contractor shall be solely responsible for arranging the foreign exchange release for any material, component & bought out items that may be required to be imported and no foreign exchange will be paid or arranged by BHEL. Any increase or decrease in foreign exchange rate shall be borne by the vendor.

2.8. Vendor shall inform BHEL and provide the necessary documentation to obtain required certification from BHEL to avail exemption. Obtaining custom duty benefit in line with the Essentiality Certificate issued shall be Vendor's Scope.

3. All taxes and duty other than GST & Cess and BOCW Cess

—The contractor shall pay all (except the specific exclusion viz GST & Cess and BOCW Cess, which is dealt with separately) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

4. Statutory Variations

4.1 In general, Statutory variation for GST is payable to the Seller during tenure of the contract between Buyer and Seller. Further, for period beyond the currency of the contract, BHEL will reimburse the actual applicable tax even if the same is higher than the amount applicable within the contractual period in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/contractor otherwise vendor/contractor has to bear the differential upward increase in tax and ex- works price is to be adjusted accordingly

4.2 No other variations (Except GST) including Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser unless specifically agreed upon.

5. New Taxes/Levies –

5.1. In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract. The decision of BHEL in this regard will be final and binding on the seller/contractor.

6. Direct Tax

6.1. Seller is required to update himself on its own and comply with provisions of Indian Income Tax Act as notified from time to time. Purchaser shall not be liable towards liability of income tax accruing to the Seller of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel

6.2. Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions. The Seller/Contractor has to mention their Permanent Account Number (PAN) and GSTIN in all invoices.

7. TCS (Tax collected at Source) under Income Tax Act.

If the vendor is mandated to collect the TCS from BHEL (for sale of Goods) as per the newly inserted sub section(1H) under Section 206C of the Income Tax Act, then the below conditions need to be adhered to:

7.1. Vendors should mention their TAN and PAN number in the Invoice submitted to BHEL.

7.2. Reimbursement of IT TCS to the Vendor can be made only on submission of below undertaking on yearly basis.

"I/We_____ have made a total sale, gross receipts or turnover from our business carried exceeds ten crore rupees during the financial year_____ (should be immediate preceding financial year)"

7.3. Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice

7.4. PAN No of BHEL is AAACB4146P, same need to be considered by vendor while filing their TCS returns.

7.5. Vendor shall issue a TCS Certificate for the amount collected at source within the due dates as per the IT Act.

7.6. In event of failure to comply with the provisions of the Act or proper certificate was not issued or if tax collected, not remitted to the Government or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the Vendor towards non-compliance of statutory provisions from the money's due to them with applicable interest.

7.7. Where the purchases are for one time based on absolute requirements, then the Vendor shall be eligible for reimbursement only upon submission of proof of remittance and issue of TCS certificate to BHEL.

8. BOCW Act & BOCW Welfare Cess Act

8.1. The Contractor should Register their Establishment under BOCW Act 1996 read with rules 1998 by submitting Form I (Application for Registration of

Establishment) and Form IV (Notice Of Commencement / Completion of Building other Construction Work) to the respective Labour Authorities i.e.,

- a. Assistant Labour Commissioner (Central) in respect of the project premises which is under the purview of Central Govt.-NTPC, NTPL etc.
- b. Appropriate State authorities in respect of the project premises which is under the purview of State Govt.

8.2.The Contractor should comply with the provisions of BOCW Welfare Cess Act 1996 in respect of the work awarded to them by BHEL.

8.3.The contractor should ensure compliance regarding Registration of Building Workers as Beneficiaries, Hours of work, welfare measures and other conditions of service with particular reference to Safety and Health measures like Safety Officers, safety committee, issue of Personal protective equipments, canteen, rest room, drinking water, Toilets, ambulance, first aid centre etc.

8.4.The contractor irrespective of their nature of work and manpower (Civil, Mechanical, Electrical works etc) should register their establishment under BOCW Act 1996 and comply with BOCW Welfare Cess Act 1996.

8.5.Contractor shall make remittance of the BOCW cess as per the Act in consultation with BHEL as per the rates in force (presently 1%). BHEL shall reimburse the same upon production of documentary evidence. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.

8.6.Non-compliance to Provisions of the BOCW Act & BOCW Welfare Cess Act is not acceptable. In case of any non-compliance, BHEL reserves the right to withhold any sum as it deems fit. Only upon total compliance to the BOCW Act and also discharge of total payment of Cess under the BOCW Cess Act by the Contractor, BHEL shall consider refund of the amounts.

Annex III**Model Clause /Certificate to be inserted in tenders etc.**

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

VOLUME – II**Unpriced Rate schedule**

(Bidder has to only mention Quoted/Unquoted)

PRICE FORMAT					
S.No	DESCRIPTION OF ITEM	UNIT	QTY	Rate (in INR)	Amount (in INR)
ITEM NO:	Total price for 'Engineering, Procurement, Supply and Construction of structural Covered sheds for Coal stock piles for 2X660 MW ENNORE SEZ STPP, AT ASH DYKE OF NCTPS, CHENNAI' as per Scope of work & technical specification. -on Lump Sum Basis:				
SCH-1-SUPPLY - Price schedule					
1	Coal - Cover Shed (Design and supply):				
1 a)	Engineering	Lumpsum	1		
1 b)	Structural Material (Supply)	Lumpsum	2		
1 c)	Sheeting Material (Supply)	Lumpsum	2		
	TOTAL FOR DESIGN AND SUPPLY (SCH -1)				
ITEM NO:					
2	Total price for 'Engineering, Procurement, Supply and Construction of structural Covered sheds for Coal stock piles for 2X660 MW ENNORE SEZ STPP, AT ASH DYKE OF NCTPS, CHENNAI' as per Scope of work & technical specification. -on Lump Sum Basis:				
SCH-2 – INSTALLATION - Price schedule					
	Coal - Cover Shed:				
2 a)	Structural Material (Erection)	Lumpsum	2		
2 b)	Sheeting Material (Erection)	Lumpsum	2		
	TOTAL PRICE FOR INSTALLATION (SCH -2)				
	TOTAL PRICE (SCH -1 + SCH - 2)				0

Notes

- 1 Please refer taxes and Duties clauses
- 2 All taxes/ duties/ Cess other than GST shall be deemed to be included in the offer
Essentiality Certificate shall be issued by the TANGEDCO(customer) for availing concessional
- 3 Custom Duty under Project Import Regulations .
The benefit available towards concessional custom duty must be passed on to BHEL by the vendor
- 4 in their offer

2	Details of Import Content					
a	Country of Origin					
b	Item List	Qty	CIF Value in INR	CIF Value In foreign Currency	Rate of CD	Amount of CD

Note: In case the above declaration is not given, it is presumed that there is no import content in the value of supplies of the bidder and hence Essentiality certificate