



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Ref: PSER:SCT:NKP-M1873:6456

Date: 02-02-2018

### 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:NKP-M1873:18
ii	Broad Scope of job	<i>Design, engineering, supply, erection &amp; commissioning of Hydrogen Plant Package for 2x660 MW North Karanpura STPP, Jharkhand.</i>
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>General conditions of contract (Supply)</i> <b>Applicable.</b>
B	Volume-IB	<i>General conditions of contract (Service)</i> <b>Applicable.</b>
C	Volume-IC & ID	<i>Special conditions of contract (Supply &amp; Service-Common)</i> <b>Applicable.</b>
D	Volume-IC	<i>Special conditions of contract (Supply)</i> <b>Applicable.</b>
E	Volume-ID	<i>Special conditions of contract (Service)</i> <b>Applicable.</b>
F	Volume-IE	<i>Annexures, Formats, etc.</i> <b>Applicable.</b>
G	Volume-II	<i>Scope of work, technical specification, drawing etc</i> <b>Applicable.</b>
H	Volume-III	<i>Price Schedule (Absolute value) – Rev-0</i> <b>Applicable.</b>
Iv	ISSUE OF TENDER DOCUMENTS	<b>This is an E-tender floated online through our E-Procurement Site <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a>.</b> <b>Start date of the tender= 02-02-2018.</b>
V	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date: 23-02-2018, Time: 15-00 Hrs.</b> <b>The bidder should respond by submitting their offer online in our e-Procurement platform at <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a> only. Offers are invited in two-parts only.</b> <b>Hard copy bid or bids through email/ fax shall not be accepted.</b>
Vi	OPENING OF TENDER	<b>Date: 23-02-2018.</b> <b>1 hours after the latest due date and time of Offer submission</b> <b>Notes:</b>

		(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. (2) Bidder may depute representative to witness the opening of tender.	
Vii	EMD AMOUNT	NA	Not Applicable
viii	COST OF TENDER	Rs. 2,500/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 12-02-2018 Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	--	Not Applicable (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN.)
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
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 ( <a href="http://www.bhel.com">www.bhel.com</a> →Tender Notifications →View Corrigendums & <a href="http://www.jantermanter.com/CPP">www.jantermanter.com/CPP</a> portal →Tender Notice) & E-Procurement Site <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a> and not in the newspapers. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder

- 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, 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 EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. For other details please refer General Conditions of Contract.

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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. <b>(To be attached in relevant Attachment section)</b>	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. <b>(To be attached in relevant Attachment section)</b> <b>Note:</b> 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 <b>attached in relevant attachment section of the e –procurement portal</b> . It shall be specifically noted that deviation recorded elsewhere shall not be entertained.  b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.  i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
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 <b>shall be attached in relevant attachment section</b> 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. <b>(To be attached in relevant Attachment section)</b>	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Applicable.
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT <b>(To be attached in relevant Attachment section)</b>	
vii.	Notice inviting Tender (NIT) <b>(To be attached in relevant Attachment section)</b>	
viii.	Volume – I I : <i>Scope of work, technical specification, drawing etc</i> <b>(To be attached in relevant Attachment section)</b>	
ix.	Volume – IC & ID : Special Conditions of Contract (SCC)- Supply & Service <b>(To be attached in relevant Attachment section)</b>	
x.	Volume – I A & IB : General Conditions of Contract (GCC)- Supply & Service <b>(To be attached in relevant Attachment section)</b>	
xi.	Volume – I E : Annexures, Formats, etc. <b>(To be attached in relevant Attachment section)</b>	
xii.	Volume–III – (UNPRICED – without disclosing rates/price, but	

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	mentioning only 'QUOTED' or 'UNQUOTED' against each item. <b>(To be attached in Unpriced Bid Attachment section)</b>	
xiii.	Any other details preferred by bidder with proper indexing. <b>(To be attached in relevant Attachment section)</b>	

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

<b>PART-II</b>	<b>PRICE BID</b> <b>(TO BE ATTACHED IN PRICE BID ATTACHMENT SECTION)</b>	
	<b>CONTAINING THE FOLLOWING:-</b>	
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 authorized 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. Offers with deviation are liable for rejection.
- 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 (except for the refund of EMD). However, BHEL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.
- 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. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 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

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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 & binding on you.

12.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. Detail of Independent External Monitor (IEM) for the subject tender is furnished above.

13.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender along with TCNs including PBD, if any.

14.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-1 (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD. BHEL's decision in this regard shall be final & binding.

15.0 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.

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

17.0 BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer 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.

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.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

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The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L 1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L 1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

As a reminder to the bidders, system will flash following message (in Red Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

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.

- 18.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 19.0 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.
- 20.0 Tenders must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in SCC, will be governed by GCC.
- 21.0 Corrigendum/ corrigendum/ extension/ addendum, if any, pertaining to this tender will be published in the web sites [www.jantermanter.com](http://www.jantermanter.com), [www.bhel.com](http://www.bhel.com), <https://bheleps.buyjunction.in> etc or will be issued directly to you, as applicable.
- 22.0 Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price shall be after considering the discount.
- 23.0 Standalone bidder can neither again be a prime bidder in a consortium bid nor be a consortium partner to any other bidder. Similarly, prime bidder shall neither be a consortium partner to other prime bidder nor submit any other bid with other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidder(s).
- 24.0 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.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.

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- 26.0 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](http://www.bhel.com)).
- 27.0 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.
- 28.0 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.
- 29.0 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](http://www.bhel.com) and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 30.0 Annexure-B – Terms & conditions of Reverse Auction is enclosed herewith.
- 31.0 Duly filled & signed Annexure- CPP/I to be submitted by bidders along with their techno-commercial offer.
- 32.0 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.

Details of IEM for this tender is furnished below: NA

(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.

Note:

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

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For all clarifications/ issues related to the tender, Please contact:

Name: Anish Kumar  
 Deptt: SCT Dept, BHEL PSER  
 Address: DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091  
 Phone: 033-2339 8235  
 Email: k.anish@bhel.in  
 Fax: 033-2321 1960

### 33.0 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:

- Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Bid-Volume-III
- Technical Specification (TS) – Volume-II
- Special Conditions of Contract (SCC) —Volume- IC& ID
- General Conditions of Contract (GCC) —Volume- IA & IB
- 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 8235 (D)/ 8000
	FAX no	033-23211960
	e-mail	<a href="mailto:k.anish@bhel.in">k.anish@bhel.in</a> ; <a href="mailto:subrata.sen@bhel.in">subrata.sen@bhel.in</a>
BHEL, PEM, Noida	Address	Power Projects Engineering Institute, PPEI Building, HRDI & ESI Complex, Plot 25, Sector 16A, Noida – 201 301 (UP).
	Phone no	0120-4329093
	FAX no	0120-4329046
	e-mail	

### Enclosure:

- Annexure-1: Pre Qualification Criteria.
- Annexure-2: Format for No deviation Certificate.
- Annexure-3: Format for seeking clarification.
- Annexure-4: Check List.
- Annexure –B- Terms & conditions of Reverse Auction.
- Annexure –C- CA certificate Format.
- Annexure-G- Amendment to GCC
- Annexure– CPP-GST/I.
- Other Tender documents as per this NIT.

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**ANNEXURE - 1****PRE QUALIFICATION CRITERIA**

JOB	Design, engineering, supply, erection & commissioning of Hydrogen Plant Package for 2x660 MW North Karanpura STPP, Jharkhand.
TENDER NO	PSER:SCT:NKP-M1873:18.

SL NO	PRE QUALIFICATION CRITERIA (COMMERCIAL)
1.0	<p>BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF Rs. 142.76 LAC DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2017. AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT OF THE COMPANY NEED TO BE SUBMITTED FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2017 IN SUPPORT OF THIS REQUIREMENT.</p> <p>IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE 3 (THREE) YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST ABOVE 3 (THREE) YEARS, WILL BE AVERAGED FOR 3 (THREE) YEARS.</p> <p>IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, CHARTERED ACCOUNTANT CERTIFIED FINANCIAL STATEMENTS ARE REQUIRED.</p>
2.0	<p>INDIAN BIDDER /INDIAN ARM OF FOREIGN BIDDER SHOULD HAVE VALID PAN.</p> <p>RELEVANT SUPPORTING DOCUMENT SHALL BE SUBMITTED.</p>
	PRE QUALIFICATION CRITERIA (TECHNICAL)
3.0	<p>THE BIDDER SHOULD HAVE DESIGNED AND SUPPLIED AT LEAST ONE (1) BIPOLAR TYPE HYDROGEN GENERATION PLANT COMPRISING OF ELECTROLYSER(S) AND GAS COMPRESSOR(S) TO GENERATE HYDROGEN AT 5 NM<sup>3</sup>/HR (MINIMUM) OF 99.7% PURITY (MINIMUM) AT THE MAIN ELECTROLYSER OUTLET WHICH SHOULD HAVE BEEN IN SUCCESSFUL OPERATION FOR AT LEAST ONE (1) YEAR PRIOR TO THE DATE OF 28/11/2013.</p> <p>FOR THIS THE SUPPLIER HAS TO SUBMIT THE FOLLOWING SUPPORTING DOCUMENT:</p> <p>I) COPY OF MINIMUM ONE (1) PERFORMANCE CERTIFICATE IN ENGLISH FROM END USER ALONG WITH COPY OF RELATED PURCHASE ORDER SPECIFYING THAT THE PRODUCT IS RUNNING SUCCESSFULLY FOR AT LEAST ONE (1) YEAR PRIOR TO THE DATE OF 28/11/2013.</p> <p>NOTES:</p> <p>1) BIDDER TO SUBMIT DESIGN DOCUMENTS TO SUBSTANTIATE TECHNICAL PARAMETERS SPECIFIED IN PQR, IF THE SAME IS NOT MENTIONED IN PERFORMANCE CERTIFICATE/PURCHASE ORDER.</p>

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	<p>2) IN CASE DOCUMENTS SUBMITTED FOR MEETING PQR ARE IN LANGUAGE OTHER THAN ENGLISH, NOTARIZED ENGLISH TRANSLATION SHALL ALSO BE SUBMITTED.</p> <p>3) PEM REGISTERED VENDORS ARE ALSO REQUIRED TO SUBMIT THE CREDENTIALS TO MEET THE PQR.</p> <p>4) NOTWITHSTANDING ANYTHING STATED ABOVE, BHEL RESERVES THE RIGHT TO ASSESS THE CAPABILITIES AND CAPACITY OF THE BIDDERS TO PERFORM THE CONTRACT, AS PER BHEL EVALUATION PROCEDURE, SHOULD THE CIRCUMSTANCES WARRANT SUCH ASSESSMENT IN THE OVERALL INTEREST OF BHEL.</p> <p>5) FINAL ACCEPTANCE OF BIDDER IS SUBJECT TO NTPC APPROVAL.</p>
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**NOTE**

A	CONSORTIUM/ JV BIDDING IS NOT ALLOWED.							
B	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA/ REQUIREMENT, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF TENDER.							
C	BIDDER SHALL SUBMIT DETAILS OF EXPERIENCE, IE JOBS EXECUTED, IN PROGRESS, ETC IN THE FOLLOWING FORMAT (ANNEX-A).							
	SL NO	DESCRIPTION OF PROJECT	BRIEF SCOPE OF WORK	ORDER REF NO & DATE	ORDER VALUE (RS).	DATE OF COMPLETION AS PER ORDER	PERFORMANCE CERTIFICATE ENCLOSED (Y/N)	REMARKS

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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, supply, erection & commissioning of Hydrogen Plant Package for 2x660 MW North Karanpura STPP, Jharkhand.	
Ref	1.0	Tender no PSER:SCT:NKP-M1873:18
	2.0	BHEL's NIT, vide reference no PSER:SCT:NKP-M1873:6456 Dated: 02-02-2018.
	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)

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**ANNEXURE - 3****FORMAT FOR SEEKING CLARIFICATION**

<b>JOB</b>	Design, engineering, supply, erection & commissioning of Hydrogen Plant Package for 2x660 MW North Karanpura STPP, Jharkhand.
<b>TENDER NO</b>	PSER:SCT:NKP-M1873:18

<b>SI no</b>	<b>Reference clause of tender document</b>	<b>Existing provision</b>	<b>Bidder's query</b>	<b>BHEL's clarification</b>

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**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
21	Annexure-D – Exim bank Undertaking.	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)

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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 (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder. In case of tie for H1 bid (identical online sealed bids), 15 minutes' additional time shall be provided and all the participating bidders shall be informed by mail/message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.

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**Annexure -C****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.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 for .....Micro / 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

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**Annexure-E****Guidelines/ rules for Bank Guarantee submission by Foreign vendor**

As per tender provision Bank Guarantees shall be furnished by the contractor from scheduled Banks/ Public Financial Institutions in line with the following guidelines/rules for acceptance of the BG:

**I. In case of Bank Guarantees submitted by the Foreign Vendors-**

- a)** From Nationalized/ Public sector/ Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the unit is located i.e. Demand can be presented at the Branch Located in the town / city or at nearest branch where the unit is located.
- b)** From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
- b.1)** In such cases, Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter – Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank )(List of BHEL's Consortium Bank is given below). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor.
- b.2)** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank, the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
- b.3)** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).
- b.4)** The BG should clearly specify that the demand or other document can be presented in electronic form.

**II. Currency of BG shall be the currency indicated in the Letter of Intent (LOI).**

List of Consortium Banks					
	Nationalised Bank		Nationalised Bank		Foreign bank
1	Allahabad bank	13	State Bank of Hyderabad	21	CITI Bank N.A
2	Andhra bank	14	Syndicate Bank	22	Deutsche Bank AG
3	Bank of Baroda	15	State Bank of Travancore	23	The Hongkong and Shanghai Banking Corporation Limited
4	Canara Bank	16	UCO Bank	24	Standard Chartered Bank
5	Corporation bank	17	Union Bank of India	25	J P Morgan
6	Central bank	18	United Bank of India		Private bank
7	Indian Bank	19	Vijaya Bank	26	Axis Bank
8	Indian Oversea Bank			27	The Federal Bank Limited
9	Oriental bank of Commerce		Public Sector Banks	28	HDFC
10	Punjab National Bank	20	IDBI	29	Kotak Mahindra Bank
11	Punjab & Sindh Bank			30	ICICI
12	State Bank of India			31	Indusind Bank
				32	Yes Bank

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Annexure - GAmendment to GCC

AMENDED/ REVISED/MODIFIED TERMS	
CLAUSE NO	DESCRIPTION
VOLUME-IA-GCC (SUPPLY)/ VOLUME-IB-GCC (SERVICE)	
(I)	New clauses have been introduced under Volume-IA-GCC/ Volume-IB-GCC superseding all pertinent clauses of risk and cost
1.1	<p>Risk and cost may be invoked in any of the following cases:</p> <p>i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of supply does not appear to be executable within balance available period considering its performance of execution.</p> <p>ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</p> <p>iii). Non completion of work/ Non-supply by the Contractor within scheduled completion/ delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor.</p> <p>iv). Termination of Contract on account of any other reason (s) attributable to Contractor.</p> <p>v). Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>vi). Non-compliance to any contractual condition or any other default attributable to Contractor.</p> <p><u>Risk &amp; Cost Amount against Balance Work:</u>  Risk &amp; Cost amount against balance work shall be calculated as follows:  Risk &amp; Cost Amount= [(A-B) + (A x H/100)]  Where,  A= Value of Balance scope of Work/ Supply (*) as per rates of new contract  B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC &amp; ORC, if any.  H = Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>* Balance scope of work/ supply (in case of termination of contract):  Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk &amp; cost amount.  Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.  Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.  Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.  However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>NOTE: Incase portion of work is being withdrawn at risk &amp; cost of contractor instead of</p>

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	<p>termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/ supply' for calculating Risk &amp; Cost amount.</p> <p><u>LD against delay in executed work/ supply in case of Termination of Contract:</u></p> <p>LD against delay in executed work/ supply shall be calculated in line with LD clause no. 12.2.1 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work/ supply till termination of contract.</p> <p>Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.</p> <p>i). Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</p> <p>ii). Let the value of executed work/supply till the time of termination of contract= X</p> <p>iii). Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y</p> <p>iv). Delay in executed work/supply attributable to contractor i.e. <math>T2=[1-(X/Y)] \times T1</math></p> <p>v). LD shall be calculated in line with LD clause (clause 12.2.1) of GCC for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.</p>
1.2	<p><u>Recoveries arising out of Risk &amp; Cost and LD or any other recoveries due from Contractor</u></p> <p>Following sequence shall be applicable for recoveries from contractor:</p> <p>a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.</p> <p>b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.</p> <p>c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery: Dues payable to contractor against other contracts in the same Region shall be considered for recovery.</p> <p>If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.</p> <p>In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.</p>
(II)	<p>Additional clauses have been introduced under Volume-IA-GCC/ Volume-IB-GCC under security deposit (SD) &amp; performance bond (PB) for supply part &amp; service part.</p>
2.0	<p><u>A Security deposit (SD) &amp; performance bond (PB) for supply part</u></p> <p>SD/ PB BG shall be submitted by successful bidder before release of 1<sup>st</sup> payment by BHEL. Payment will be released on submission of SD &amp; PB BG or after recovery from RA bill(s) of requisite SD (minimum 50% as per tender provision) and PB amount.</p> <p>In case, successful bidder submits SD &amp; PB BG for the equivalent amount, recovered amount will be refunded.</p> <p>In case of delay in extension of SD/PB BG at a later date as per the tender requirement, SD/ PB BG will be invoked. However, if successful bidder submits a new BG after invocation of the previous BG then, it shall be refunded and recovery for the gap period, ie the duration for which BG is not available, shall be made as @SBI PLR +2% on amount equivalent to SDBG / PBG value to be made for the gap period.</p> <p><u>B Security deposit (SD) &amp; performance bond (PB) for service part</u></p> <p>2.1 SD/ PB BG shall be submitted by successful bidder before release of 1<sup>st</sup> payment by BHEL. Payment will be released on submission of SD &amp; PB BG or after recovery from RA bill(s) of requisite SD (minimum 50% as per tender provision) and PB amount.</p>

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	<p>2.2 In case, successful bidder submits SD &amp; PB BG for the equivalent amount, recovered amount will be refunded.</p> <p>2.3 In case of delay in extension of SD/ PB BG at a later date as per the tender requirement, SD/ PB BG will be invoked. However, if successful bidder submits a new BG after invocation of the previous BG then, it shall be refunded and recovery for the gap period, i.e. the duration for which BG is not available, shall be made as @SBI PLR +2% on amount equivalent to SDBG / PBG value to be made for the gap period.</p>
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**Annexure- CPP-GST/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	
ALL THE STATES WHERE BIDDER HAS A PLACE OF BUSINESS*	
ALL ADDRESS OF VENDOR MENTIONING THEIR PIN AS PER THE LATEST GST REGISTRATION*	
GSTN OF ALL THE ABOVE NOTED PLACES OF VENDOR*	
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 /undertaking/joint venture/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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