



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

( भारत सरकार का उपक्रम )

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

Ref: PSER:SCT:NKP-M1733:4945

Date: 24-03-2016

**NOTICE INVITING TENDER**

**NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES  
OR  
PURCHASE TENDERS FROM THIS OFFICE**

Sealed offers in two part bid system are invited from reputed & experienced bidders meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue of tender to any bidder shall not construe that the bidder is considered to be qualified. Consideration of their offer is subject to CUSTOMER APPROVAL & compliance of loading criteria as per clause no. 9.0 of NIT 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-M1733:16
ii	Broad Scope of job	<i>Design, engineering, manufacturing, supply, erection, testing &amp; commissioning, etc of Auxiliary Cooling Water (ACW) Treatment Plant including chemicals for 3x660 MW NTPC, North Karanpura Super Thermal Power Project, Jharkhand.</i>
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	General conditions of contract (Supply) <i>Applicable.</i>
b	Volume-IB	General conditions of contract (Service) <i>Applicable.</i>
c	Volume-IC&ID	Special conditions of contract (Supply & Service - Common) <i>Applicable.</i>
d	Volume-IC	Special conditions of contract (Supply) <i>Applicable.</i>
e	Volume-ID	Special conditions of contract (Service) <i>Applicable.</i>
f	Volume-IE	Forms and Procedures etc. <i>Applicable.</i>
g	Volume-IF	Technical Conditions of Contract (TCC) <i>Applicable</i>
h	Volume-III	Price Schedule-Rev00 (Absolute value) <i>Applicable</i>
iv	Issue of Tender Documents	<p>1. <u>Sale from BHEL PS ER office:</u> Start : 24-03-2016 Close: 13-04-2016</p> <p>2. From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) &amp; <a href="http://www.jantermanter.com">www.jantermanter.com</a> /CPP Portal) Tender documents can however be downloaded from website till due date of submission.</p>
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date : 14-04-2016 Time :15-00 Hrs. Place : BHEL office, Salt Lake City, -kolkata</p>
vi	OPENING OF TENDER	<p>Date : 14-04-2016 2 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-</p>

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फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 2321 1691 / 2339 8237

		<i>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.</i>	
vii	EMD AMOUNT	NIL	Not Applicable
viii	COST OF TENDER	Rs. 2,500/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: <b>04-04-2016</b> 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">www.jantermanter.com</a> →Tender Notice & CPP Portal ) <b>and not in the newspapers</b> . 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 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 and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata, issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PSER, at KOLKATA, Sundays and second/ last Saturdays .
- 4.0 Unless specifically stated otherwise, bidder shall have to deposit through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 Procedure for Submission of Tenders: The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
  - PART-II (Price Bid for ) – in sealed and superscribed envelope (ENVELOPE-III)

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- One set of tender documents shall be retained by the bidder for their reference.

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. (All pages to be signed and stamped as a token of acceptance/agreement about the content of the document)

Sl no	Description	Remarks
	<b>Part-I A</b>	
	<b>ENVELOPE – I superscribed as :</b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING:-</b>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.  <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 placed after document under sl no (i) above. 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 shall be indexed properly 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.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Not Applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – IA & IB : General Conditions of Contract (GCC) – Supply & Service	
ix.	Volume – I C & I D Common : Special Conditions of Contract (SCC)- Supply & Service Common	
x.	Volume – I C & I D : Special Conditions of Contract (SCC)- Supply & Service	
xi.	Volume – I E : Forms & Procedures etc.	
xii.	Volume – II : SCOPE OF WORK, TECHNICAL SPECIFICATION, DRAWING ETC.	
xiii.	Volume – III (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item.	
xiv.	Any other details preferred by bidder with proper indexing.	

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<b>PART-I B</b>	
	<b>ENVELOPE – II superscribed as:</b> PART-I (EMD &/or COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:
	<b>CONTAINING THE FOLLOWING:-</b>
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender <b>OR</b> Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender  2. Cost of Tender ( Demand Draft or copy of Cash Receipt as the case may be)

<b>PART-II</b>	
	<b>PRICE BID</b> consisting of the following shall be enclosed
	<b>ENVELOPE-III</b> superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:
	<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)

<b>OUTER COVER</b>	
	<b>ENVELOPE-V (MAIN ENVELOPE / OUTER ENVELOPE)</b> superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:
	<b>CONTAINING THE FOLLOWING:</b>
i	<ul style="list-style-type: none"> <li>○ Envelopes I</li> <li>○ Envelopes II</li> <li>○ Envelopes III</li> <li>○ Envelopes IV</li> </ul>

**SPECIAL NOTE :**

- A) Your offer & documents submitted along with offer shall be signed & stamped in each page by your authorised representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)  
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B) All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

7.0 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.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

#### 9.0 Assessment of Capacity of Bidders:

**Bidders capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:**

I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The 'Load' is the sum of the unit wise identified packages (refer Table-1) for contracts with BHEL Regions. The cut off month for reckoning 'Load' shall be the month, two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:

(Note: For example if latest bid submission is in Aug 2011, then the 'load' shall be calculated upto and inclusive of June 2011)

i). **Total number of Packages**

Total number of Packages in hand = P

Where

- 'P' is the sum of all unit wise identified packages under execution with BHEL Regions as of the cut off month defined above, including packages yet to be commenced, excepting packages which are on HOLD due to reasons not attributable to Bidder.

II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (**under execution/** executed during the 'Period of Assessment' in all the Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the month two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:

(Note: For example if 'latest date of bid submission' is in Aug 2011, then the 'performance' shall be assessed for a 6 month period upto and inclusive of June 2011, for all the unit wise identified packages (refer Table I)

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

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

- a)  $P_1, P_2, P_3, P_4, P_5, \dots, P_N$  etc be the packages (**under execution/** executed during the 'Period of Assessment' in all Regions) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions =  $P_T$  (ie  $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$ )

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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- b) Number of Months 'T<sub>1</sub>' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P<sub>1</sub>. Similarly T<sub>2</sub> for package P<sub>2</sub>, T<sub>3</sub> for package P<sub>3</sub>, etc for the tendered scope. Now calculate cumulative total months 'T<sub>T</sub>' for total similar Packages 'P<sub>T</sub>' for all Regions ( i.e T<sub>T</sub> = T<sub>1</sub> + T<sub>2</sub> + T<sub>3</sub> + T<sub>4</sub> + .. T<sub>N</sub> )
- c) Sum 'S<sub>1</sub>' of 'Monthly Performance Evaluation' Scores (S<sub>1-1</sub>, S<sub>1-2</sub>, S<sub>1-3</sub>, S<sub>1-4</sub>, S<sub>1-5</sub>,..... S<sub>1-N</sub> ) for similar package P<sub>1</sub>, for the 'period of assessment' 'T<sub>1</sub>' (i.e S<sub>1</sub> = S<sub>1-1</sub>+ S<sub>1-2</sub>+ S<sub>1-3</sub>+ S<sub>1-4</sub>+ S<sub>1-5</sub>+...S<sub>1-N</sub>). Similarly S<sub>2</sub> for package P<sub>2</sub> for period T<sub>2</sub>, S<sub>3</sub> for package P<sub>3</sub> for period T<sub>3</sub>, etc for the tendered scope for all Regions. Now calculate cumulative sum 'S<sub>T</sub>' of 'Monthly Performance Evaluation' Scores for total similar Packages 'P<sub>T</sub>' for all Regions (i.e 'S<sub>T</sub>' = S<sub>1</sub>+ S<sub>2</sub>+ S<sub>3</sub>+ S<sub>4</sub>+ S<sub>5</sub>+.... S<sub>N</sub>.)
- d) Overall Performance Rating 'R<sub>BEHL</sub>' for the similar Package/Packages (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL):

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

= -----

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

$$= \frac{S_T}{T_T}$$

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

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

Sl no	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P <sub>1</sub>	P <sub>2</sub>	P <sub>3</sub>	P <sub>4</sub>	P <sub>5</sub>	...	P <sub>N</sub>	Total No of similar packages for all Regions = P <sub>T</sub> ie Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding similar Package (as in row 1)	T <sub>1</sub>	T <sub>2</sub>	T <sub>3</sub>	T <sub>4</sub>	T <sub>5</sub>	...	T <sub>N</sub>	Sum (Σ) of columns (iii) to (ix) = T <sub>T</sub>
3	Monthly performance scores for the corresponding period (as in Row 2)	S <sub>1-1</sub> , S <sub>1-2</sub> , S <sub>1-3</sub> , S <sub>1-4</sub> , ... S <sub>1-T1</sub>	S <sub>2-1</sub> , S <sub>2-2</sub> , S <sub>2-3</sub> , S <sub>2-4</sub> , ... S <sub>2-T2</sub>	S <sub>3-1</sub> , S <sub>3-2</sub> , S <sub>3-3</sub> , S <sub>3-4</sub> , ... S <sub>3-T3</sub>	S <sub>4-1</sub> , S <sub>4-2</sub> , S <sub>4-3</sub> , S <sub>4-4</sub> , ... S <sub>4-T4</sub>	S <sub>5-1</sub> , S <sub>5-2</sub> , S <sub>5-3</sub> , S <sub>5-4</sub> , ... S <sub>5-T5</sub>	.. ... ... ... ...	S <sub>N-1</sub> , S <sub>N-2</sub> , S <sub>N-3</sub> , S <sub>N-4</sub> , ... S <sub>N-TN</sub>	-----
4	Sum of Monthly Performance scores of the corresponding Package for the	S <sub>1</sub>	S <sub>2</sub>	S <sub>3</sub>	S <sub>4</sub>	S <sub>5</sub>	...	S <sub>N</sub>	Sum (Σ) of columns (iii) to (ix) = S <sub>T</sub>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 2321 1691 / 2339 8237

corresponding period (as in row-3)									
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- ii) Calculation of Overall 'Performance Rating' ( $R_{BHEL}$ ) in case 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

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

- 'Period of Assessment.
- 12 months preceding the cut-off month
- 24 months preceding the cut-off month
- 36 months preceding the cut-off month

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

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

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

### III. 'Assessment of Capacity of Bidder':

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

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

i.e.  $(R_{BHEL} - 60)/L$

Note:

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

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if  $P \leq P_{Max}$

(where P is calculated as per clause 9.1)

### IV. Explanatory note:

- Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or CI, etc at the individual level irrespective of rating of Plant, and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, CI, Civil, Structure, etc is considered individual level of package. For example in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl no II above, needs to be evaluated considering all the

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identified packages (ie Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above

b) Identified Packages (Unit wise)

**Table-1**

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

c) Bidders who have not been evaluated for at least six package months in the last 36 months in the online BHEL system for contractor performance evaluation in BHEL PS Regions, wef July'2010 shall be considered "NEW VENDOR".

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

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

The "FIRST TIMER" tag shall remain till execution of work for a period of not less than 09 months, from the commencement of work of first package

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

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

d) In the unlikely event of all bidders shortlisted against Technical and Financial Qualification criteria not meeting the criteria on 'Assessment of Capacity of Bidders' detailed above, OR leads to a single tender response on applying the criteria of 'Assessment of Capacity of Bidders' or due to non-approval by Customer, then BHEL at its discretion reserves the right to consider the further processing of the Tender based on the **Overall Performance Rating 'R<sub>BHEL</sub>'** only, starting from the upper band.

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

- i. up to Boiler Steam Blowing in case of Steam Generator and Auxiliaries
- ii. upto Synchronisation in case of all other works excepting sl no (i) and (iii)

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- iii. Upto execution of at least 90% of anticipated contract value in case of Civil & Structures (unit wise), Enabling works and upto 90% of material unloading (in tonnage) as per the original contract in case of MM Package.

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

- f) Performance evaluation in CL 9 above is applicable to Prime bidder and consortium partner (or Technical tie up partner) for their respective scope of work

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

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

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if any) unless specified otherwise.

- 19.0 BHEL reserves the right to go Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder to decide the successful bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In such case all qualified bidders will be intimated regarding procedure/ modality of process prior to RA and price will be decided through RA process only. In such a case, sealed envelope containing absolute value price bid (Volume-III) will not be opened.

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

However, if reverse auction process is not adopted or is unsuccessful for whatsoever reason, absolute value price bid (Volume-III) contained in sealed envelope will be opened for deciding the successful bidder. BHEL's decision in this regard will be final & binding on bidder.

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

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

- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the details to be complied with is enclosed herewith as per Annexure-5 (NOT APPLICABLE) UNLESS SPECIFIED OTHERWISE IN PQR.
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The 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";

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

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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 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-A -Amendment to GCC/SCC shall be read in conjunction with respective clauses of GCC -Volume-IB & SCC-Volume-ID.

This Annexure –A (Amendment to GCC/SCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC/SCC only.

- 31.0 Annexure-B - Terms & conditions of Reverse Auction is enclosed herewith.
- 32.0 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
  - SCOPE OF WORK, TECHNICAL SPECIFICATION, DRAWING ETC —Volume-II
  - Special Conditions of Contract (SCC) —Volume-IC & ID, IC & ID COMMON
  - General Conditions of Contract (GCC) —Volume-IA & IB
  - Forms and Procedures —Volume-IE

for BHARAT HEAVY ELECTRICALS LTD

DGM (SCT)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	033-2339 8228/ 033-2339 8234/033-2321 1691.
	FAX no	033-23211960
	E-mail	<a href="mailto:soma@bhelpser.co.in">soma@bhelpser.co.in</a> ; <a href="mailto:sganguly@bhelpser.co.in">sganguly@bhelpser.co.in</a>

#### Enclosure

- Annexure-1: Pre Qualifying Criteria
- Annexure-2: Format for No deviation Certificate
- Annexure-3: Format for seeking clarification.
- Annexure-4: Check List.
- Annexure -A- Amendment to GCC.
- Annexure -B- Terms & conditions of Reverse Auction.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

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07. Annexure –C-CA certificate Format.
08. Integrity Pact Agreement format.(Separate)
09. Other Tender documents as per this NIT.

**ANNEXURE – 1****PRE QUALIFYING CRITERIA**

JOB	<i>Design, engineering, manufacturing, supply, erection, testing &amp; commissioning, etc of Auxiliary Cooling Water (ACW) Treatment Plant including chemicals for 3x660 MW NTPC, North Karanpura Super Thermal Power Project, Jharkhand.</i>
TENDER NO	PSER:SCT:NKP-M1733:16

SL NO	CRITERIA (COMMERCIAL)
1.0	<p>BIDDERS SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM Rs. 39.00 LACS IN LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2015 AND MUST HAVE EARNED PROFIT IN ANY ONE OF LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2015 &amp; SHOULD HAVE POSITIVE NET WORTH AS ON 31-03-2015. AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT OF THE COMPANY NEED TO BE SUBMITTED FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2015 IN SUPPORT OF THIS REQUIREMENT.</p> <p>IN CASE AUDITED BALANCE SHEET AND PROFIT AND LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THE THREE YEARS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDER AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY THE CHARTERED ACCOUNTANT.</p>
2.0	<p>BIDDER SHOULD HAVE VALID PAN. RELEVANT SUPPORTING DOCUMENT SHALL BE SUBMITTED.</p>

**NOTE**

1.0	CONSORTIUM/ JV BIDDING IS NOT ALLOWED.
2.0	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA/ REQUIREMENT, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.
3.0	CONSIDERATION OF OFFER WILL BE SUBJECT TO CUSTOMER'S APPROVAL OF BIDDER.

SL NO	CRITERIA (TECHNICAL)
1.1	The Bidder should have executed contracts for cooling water treatment programme of at least two (2) different cooling water systems each having a flow rate not less than 10,000 Cu.M/hr operating in alkaline pH range and both the treatment programs should have been in successful operation for at least one (1) year prior to the date of 28/11/2013. These contracts should include supply of chemicals, operation and maintenance of the system. The Chemicals used in these programme should have been organic polymers/ organic phosphorous compounds/ organic phosphates based chemicals.
<b>NOTES:-</b> For establishing above, the supplier has to submit the following supporting documents:	
a	Copy of performance certificate from end user specifying that the product is running successfully for minimum specified period as indicated above.
b	Bidder shall submit supporting documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate.
c	In case documents submitted for meeting PQR are in language other than English, notarized English translation shall also be submitted by bidder.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

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d	Notwithstanding anything stated above, BHEL & NTPC reserves the right to assess the capabilities and capacity of the Bidder to perform the contract.
e	Final acceptance of the Bidder is subject to End customer's approval.

**Explanatory Notes for the PQR (unless otherwise specified in the PQR):**

1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated along with all annexures.
2. In case audited Financial statements have not been submitted for all the three years as indicated, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.
3. NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)
4. PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years.
5. 'Additional' Criteria in respect of 'Technical' criteria of PQR for Civil, Electrical, CI, unless otherwise specified:
  - i) 'Similar' work means
    - a. Civil or Structures or Civil & Structures or Chimney respectively as applicable to the tendered scope in respect of 'CIVIL' Works
    - b. Electrical works in respect of 'ELECTRICAL'
    - c. CI works in respect of 'CI' Works
    - d. Material Handling and/or Management works in respect of 'MM' works
6. Time period for achievement of the 'Technical' criteria of PQR will be the last 7 years ending on the 'latest date' of Bid submission
7. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR even if the Contract has not been completed or closed
8. Unless otherwise specified, for the purpose of 'Technical' criteria of PQR, the word 'EXECUTED' means:
  - i) "BOILER LIGHT UP" in respect of Boiler & Aux and ESP
  - ii) "SYNCHRONISATION" in respect of STG/GTG and 'SPINNING' in case of HTG
  - iii) "STEAM BLOWING COMPLETION" in respect of at least Main Steam Line of Power Cycle Piping
  - iv) "HYDRAULIC TEST" of the system in respect of Structures, Pressure parts/IBR Piping
  - v) "CHARGING" in respect of power Transformers, Bus ducts, HT/LT switchgears
  - vi) "Completion of RCC Shell and liner (steel or brick as per tendered scope) up to the HEIGHT specified using slip form" in case of RCC Chimney.
  - vii) Achievement of physical Quantities as per respective PQRs in respect of Civil & Structures and Piling Works
  - viii) 'Readiness for coal Filling" in respect of Bunker Structure Work.
9. Boiler means HRSG or WHRB or any other types of Steam Generator
10. Critical/Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass, LP Bypass lines
11. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating in terms of MW shall be considered for evaluation.
12. In case the experience/PO/WO certificate enclosed by bidders do not have separate break up prices for the E&C portion of Electrical and CI Works, (i.e. the certificates enclosed are for composite order for supply and erection of Electrical & CI and other works if any), then value of Erection and Commissioning for the Electrical & CI portion shall be considered as 15% of the supply & erection of Electrical & CI, unless otherwise specifically indicated in the PQR.
13. Scope for capital overhaul of STG shall cover Bearing Inspection work and overhauling of all cylinders of the Turbine unless otherwise specifically indicated in the PQR.
14. In case the tendered scope is not a Pulverised Fuel Boiler, experience of Oil/Gas Fired Boilers also can be considered unless otherwise specifically indicated in the PQR.
15. Value of work is to be updated as per the PVC formula of GCC with indices for "ALL India Avg. consumer price index for industrial workers" with base month as date of execution and indexed upto two months prior to the opening month.

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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	<i>Design, engineering, manufacturing, supply, erection, testing &amp; commissioning, etc of Auxiliary Cooling Water (ACW) Treatment Plant including chemicals for 3x660 MW NTPC, North Karanpura Super Thermal Power Project, Jharkhand.</i>	
Ref	1.0	Tender no PSER:SCT:NKP-M1733:16
	2.0	BHEL's NIT, vide reference no PSER:SCT:NKP-M1733:4945 Date: 24-03-2016.
	3.0	All other pertinent issues till date.

Dear Sirs,

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

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

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

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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

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

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

<b>JOB</b>	<i>Design, engineering, manufacturing, supply, erection, testing &amp; commissioning, etc of Auxiliary Cooling Water (ACW) Treatment Plant including chemicals for 3x660 MW NTPC, North Karanpura Super Thermal Power Project, Jharkhand.</i>
<b>TENDER NO</b>	PSER:SCT:NKP-M1733:16

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

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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: <b>Please tick ( √ ) whichever applicable:-</b> <b>ONE TIME EMD / ONLY FOR THIS TENDER</b>	
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 <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

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

DATE :

AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)

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Annexure -AAMENDMENT TO GCC

Introduction of following Clauses of GCC as below:

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

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

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

A = 80% of BHEL estimate

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

**OR**

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

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

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

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

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

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

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

However, (applicable for supply of the Main Equipment only) this being a turnkey BOP package, LD shall be leviable if erection, commissioning & handing over of the package/system (under the total scope of supply & service part as per completion schedule indicated in the service part, Vol-1D) is delayed due to delay in completion of the supply.

However, Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date due to reasons attributable to the contractor.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 2321 1691 / 2339 8237

4.0 Clause no. 13.3.1 of GCC-1A shall be read as below:

In addition to the security deposit the contractor shall provide to BHEL guarantee of an approved nationalised bank for an amount equal to 5% of the contract price as performance bond (under the terms of a bond) within 30 days from the date of LOI(Letter of Intent) and terms of the said bond shall be such as shall be approved by BHEL. The bond shall remain valid until 6 (SIX) month after the expiry of warranty / guarantee period. The obtaining of such guarantee and the cost of bond to be so entered into shall be at the expense in all respects to the contractor.

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

1. If any dispute or differences of any kind whatsoever shall arise between BHEL and the contractor, arising out of the contract for the performance of the work whether during the progress of termination, abandonment or breach of the contract, it shall in the first place be referred to and settled by the Designated Engineer (nominated by BHEL for settlement of the disputes arising out of this contract) who within a reasonable period after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the contractor who shall proceed with the work with all due diligence, whether he or BHEL required arbitration as hereinafter provided or not.
2. If after the Designated Engineer has given written notice of this decision to the party, no claim to arbitration has been communicated to him by the party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the contractor being dissatisfied with any such decision or if amicable settlement can not be reached then all such disputed issues shall be referred to the sole arbitration of the person appointed by BHEL.
3. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Power Sector Region issuing the Contract. It shall not be open to the Contractor to object to such arbitrator only on the ground that such arbitrator is an employee/ex-employee of BHEL or has dealt with or has expressed any opinion on any issue touching upon the Contract.

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

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

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

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

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फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 2321 1691 / 2339 8237

Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively.

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

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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 four bidders have submitted online sealed bids.

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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.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 / 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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