



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

( भारत सरकार का उपक्रम )

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

Ref: PSER:SCT:NKP-M1734:4953

Date: 31-03-2016

**NOTICE INVITING TENDER**

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

Sealed offers 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. Following points relevant to the tender may please be noted and complied with.

SALIENT DETAILS OF NIT		
SL NO	ISSUE	DESCRIPTION
1.0	SUBJECT	Design, engineering, manufacturing, supply, erection, testing & commissioning, etc Gas Chlorination Plant for NTPC, 3x660 MW, North Karanpura Super Thermal Power Project, Jharkhand.
2.0	TENDER NO	PSER:SCT:NKP-M1734:16
3.0	DETAILS OF TENDER DOCUMENT	
3.1	Volume-IA	General conditions of contract (supply) – <b>Applicable.</b>
3.2	Volume-IB	General conditions of contract (service) - <b>Applicable.</b>
3.3	Volume-IC	Special conditions of contract (supply) – <b>Applicable.</b>
3.4	Volume-ID	Special conditions of contract (service) – <b>Applicable.</b>
3.5	Volume-IC &ID	Special conditions of contract (Supply & Service- Common ) – <b>Applicable.</b>
3.6	Volume-IE	Annexure, formats etc – <b>Applicable.</b>
3.7	Volume-II	Scope of work, technical specification, drawing etc – <b>Applicable.</b>
3.8	Volume-III	Price schedule, Rev-0 (Absolute value) - <b>Applicable.</b>
3.9	Volume-III B	Price schedule, Rev-0 (Percent value) – Not applicable.
4.0	TENDER START (ZERO) DATE	31-03-2016. <u>Sale from BHEL PSER office</u> Start: 31-03-2016 Close: 20-04-2016  <u>From BHEL website (www.bhel.com &amp; www.jantermanter.com)</u> Tender documents can however be downloaded from website till due date of submission.
5.0	DUE DATE OF OFFER SUBMISSION	Date: 21-04-2016 Time: 15-00 hrs Place: BHEL office, Salt Lake City, Kolkata (Bidders are requested to visit website to view corrigendum/ addenda/ amendments/ extension/ modification to PQ etc in the form of TCN before submitting offer ).
6.0	DUE DATE & TIME OF OPENING OF TECHNO-COMMERCIAL OFFER.	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-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

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691/ 232117981691/ 23211796

7.0	EMD AMOUNT	NA
8.0	COST OF TENDER	Rs.2,500/-
9.0	SCHEDULE OF PBD	To be held at BHEL Office, Kolkata / Noida , date & time will be intimated later, if required
10.0	LAST DATE OF SEEKING CLARIFICATION	14-04-2016 (Along with soft version also, addressing to undersigned & to others as per contact address given below)
11.0	INTEGRITY PACT	Not Applicable
12.0	DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Not Applicable
13.0	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 and not in the newspapers. Bidders to keep themselves updated with all such information.

- 1.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Price shall not be mentioned by them anywhere in the techno-commercial offer. Price shall be furnished in the relevant price schedule only and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
- 2.0 Unless specifically stated otherwise, bidder shall remit cost of tender (non-refundable) in the form of demand draft, drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata along with techno-commercial offer.
- 3.0 Unless specifically stated otherwise, bidder shall deposit EMD demand draft/ pay order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. EMD in the form of Bank Guarantee is not acceptable.
- 4.0 The offers shall be sent as per following details in separate sealed envelopes to BHEL, PSER, Kolkata as per address given below (refer salient details of NIT, pre-page, for applicability of various issues/ documents).

Sl no	Description	No of copy
I	COVER-I (TECHNO-COMMERCIAL BID)	
I.a	Offer forwarding/ covering letter.	Original & 3 copy.
I.b	Duly filled-in 'No deviation certificate' as per prescribed format to be placed after document under sl no I.a above.  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.a above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.	Original & 3 copy.
I.c	Techno-commercial offer enclosing supporting document/ annexure/ schedules/ drawing etc as required in line with pre-qualification criteria/ prescribed format. Bidder shall mark/ index relevant document in support of corresponding 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.	Original & 3 copy.
I.d	Duly filled-in annexures, formats etc of Volume-IE.	Original & 1 copy.
I.e	All volumes of tender document pertinent for the subject job along with this NIT together with subsequent changes to tender in the form of TCN, correspondences etc, signed &	Original.

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	stamped on all pages.	
I.f	Volume-III – un-priced without disclosing rates/ price, but mentioning only ‘quoted/ unquoted’ against each item of schedules.	Original & 3 copies.
I.g	Any other details preferred by bidder with proper indexing.	Original.
II	COVER-IIA (PRICE BID – ABSOLUTE VALUE)	
II.a	Copy of offer forwarding/ covering letter (as referred in I.a).	1 copy.
II.b	Duly filled-in Volume-III (BOQ-cum-price schedule in absolute value) together with signed preamble in separate sealed envelope.	Original.
III	COVER-III (COST OF TENDER)	
IV	COVER-IV (EMD)	
Demand Draft etc towards EMD as per instruction (as applicable).		
V	COVER-V	
All aforesaid sealed covers shall be enclosed in this cover & sealed. This cover shall be super-scribed with (i) Cover no; (ii) Details of covers inside this cover and (iii) Name of the job, tender document no & due date of submission.		

SPECIAL NOTE :

- A) Your offer & documents submitted along with offer shall be 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) All documents/annexure 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.
- 5.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification 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.
- 6.0 BHEL reserve the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve 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.
- 7.0 Bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 8.0 For any clarification on the tender document, you may seek the same in writing (2 copies) together with soft version (thru e-mail) as per enclosed format schedule date, from the office of the undersigned for clarification. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay. Any clarification/ query received after pre bid conference date shall not be entertained.
- 9.0 BHEL may decide holding pre-bid discussion [PBD] with any/ all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 10.0 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 (as applicable), otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing

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error/ missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before pre-bid meeting/ submission of offer, or else, BHEL's interpretation shall prevail & binding on you.

- 11.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender along with TCNs including PBD, if any.
- 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 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of evaluation on pre-qualification criteria/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. BHEL's decision in this regard shall be final & binding. BHEL also reserve the right to reject bidder with unsatisfactory past performance in execution of a contract. BHEL's decision in this regard shall be final & binding.
- 14.0 While BHEL reserve the right to open the price bid (Cover-II) of the offers in camera, the date & time to open the Cover-II (PRICE BID) tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
- 15.0 Tenders must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in SCC, will be governed by GCC.
- 16.0 Validity of the offer shall be for six months from the latest due date of offer submission or specified otherwise in SCC of tender.
- 17.0 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. To derive absolute rate/ amount of each item of schedules, BHEL will open sealed envelope containing percentage value price bid (Volume-IIIB), if applicable. Alternatively, bidder will be asked to submit rate/ price break-up of Closing Price in line with Volume-III.

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 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".

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.

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- 18.0 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) etc or will be issued directly to you, as applicable.
- 19.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 20.0 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.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid failing which offer from Bidder may not be considered.
- 22.0 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).
- 23.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 24.0 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)).
- 25.0 The bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultanta/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
- 26.0 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 with respect to the project.
- 27.0 Annexure-A -Amendment to GCC/SCC shall be read in conjunction with 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.
- 28.0 Annexure-B - Terms & conditions of Reverse Auction is enclosed herewith.
- 29.0 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.

**30.0** Order of precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price bid.
- d. Special Conditions of Contract (SCC) — Volume-IC & ID
- e. Technical Specification (TS) — Volume-II
- f. General Conditions of Contract (GCC) — Volume-IA & IB
- g. Forms and procedures – Volume-IE .

for BHARAT HEAVY ELECTRICALS LTD

Sr. Engr (SCT)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	033- 23398235
	FAX no	033-23211960
	e-mail	<a href="mailto:k.anish@bhelpser.co.in">k.anish@bhelpser.co.in</a> ; <a href="mailto:soma@bhelpser.co.in">soma@bhelpser.co.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	0120-4329053 (D)
	FAX no	0120-4329046
	e-mail	<a href="mailto:sandeepkumar@bhelpem.co.in">sandeepkumar@bhelpem.co.in</a>

**Enclosure**

01. Annexure-1: Pre-qualification Criteria
02. Annexure-2: Format for No-deviation certificate.
03. Annexure-3: Format for seeking query.
04. Annexure-A: Amendment to GCC
05. Annexure-B: Terms and conditions of RA
06. Annexure-C: Certificate by Chartered Accountant for MSME bidders
07. Tender document as per above details.

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फैक्स/Fax : (033) 23211960

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**ANNEXURE-1 (Page 1 of 2)****PRE QUALIFYING CRITERIA**

JOB	Design, engineering, manufacturing, supply, erection, testing & commissioning, etc Gas Chlorination Plant for NTPC, 3x660 MW, North Karanpura Super Thermal Power Project, Jharkhand.
TENDER NO.	PSER:SCT:NKP-M1734:16

BIDDER SHALL NOTE & COMPLY WITH THE POINTS REFERRED BELOW.

SL NO	PRE QUALIFICATION CRITERIA (COMMERCIAL)
1.0	<p>BIDDERS SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM Rs. 31.97 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.</p> <p>RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.</p>

**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 THE TENDER.
C	CONSIDERATION OF OFFER WILL BE SUBJECT TO CUSTOMER'S APPROVAL OF BIDDER.

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**ANNEXURE-1 (Page 2 of 2)****PRE QUALIFYING CRITERIA**

JOB	Design, engineering, manufacturing, supply, erection, testing & commissioning, etc Gas Chlorination Plant for NTPC, 3x660 MW, North Karanpura Super Thermal Power Project, Jharkhand.
TENDER NO.	PSER:SCT:NKP-M1734:16

**CRITERIA (TECHNICAL)**

- A) Supplier should have designing/manufacturing capability and having testing facility (in house or outsourced).
- B) Gas chlorination plant should be of minimum capacity of each stream of 30 kg/hr comprising of Chlorinator, Evaporator, ejector and booster pumps and leak absorption system.
- C) Gas chlorination plant should have been successfully in use for at least one year in power plant or other industries e.g. refinery/steel/process/commercial etc. For this the supplier has to submit either of following supporting documents meeting above mentioned conditions.
- i) Copy of minimum one (1) performance certificate in English from end user specifying that the product is running successfully for one (1) year from date of commissioning.  
OR
- ii) Minimum one second/repeat purchase order (placed with a minimum gap of one (1) year after commissioning of first order) from same purchaser meeting the minimum pre-qualifying requirement.  
OR
- iii) Minimum three purchase orders (placed with minimum gap of one (1) year from previous purchase order) from same purchaser meeting the minimum pre-qualifying requirement.

**Notes:**

- 1) Vendor shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/purchase order.
- 2) In case documents submitted for meeting PQR are in language other than English, notarized English translation shall also be submitted.
- 3) PEM registered vendors are also required to submit the credentials to meet the PQR.
- 4) Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, as per BHEL evaluation procedure, should the circumstances warrant such assessment in the overall interest of BHEL.
- 5) Final acceptance of Bidder is subject to End Customer's approval.

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

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

Sub	No Deviation Certificate.	
Job	Design, engineering, manufacturing, supply, erection, testing & commissioning, etc Gas Chlorination Plant for NTPC, 3x660 MW, North Karanpura Super Thermal Power Project, Jharkhand.	
Ref	01	Tender No. PSER:SCT:NKP-M1734:16.
	02	BHEL's NIT, vide reference no PSER:SCT:NKP-M1734:4953 , dated 31-03-2016
	03	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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**ANNEXURE - 3****FORMAT FOR SEEKING CLARIFICATION**

JOB	Design, engineering, manufacturing, supply, erection, testing & commissioning, etc Gas Chlorination Plant for NTPC, 3x660 MW, North Karanpura Super Thermal Power Project, Jharkhand.
TENDER NO	PSER:SCT:NKP-M1734:16

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

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**ANNEXURE-A****AMENDMENT 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.

**NOTE (applicable for supply of the Main Equipment only):** Since this is 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, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691/ 23211798/ 23211796/23211495

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

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

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

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

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

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

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

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फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691/ 23211798/ 23211796/23211495

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. Wherever more than one bidder is H1, all H1 bidders will not be allowed to participate in further RA, provided minimum 3 bidders are left after removal of all such H1 bidders

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

This is to Certify that M/S ..... ,  
 (hereinafter referred to as 'company') having its registered office at  
 ..... is registered under MSMED Act 2006, (Entrepreneur  
 Memorandum No (Part-11) ..... dtd:.....,  
 Category:..... (Micro/Small)). (Copy enclosed).

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

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :  
 Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
 Rs.....Lacs

**(Strike off whichever is not applicable)**

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

Or

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

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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