



BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR SOUTHERN REGION, CHENNAI
NOTICE INVITING TENDER (NIT)

Enquiry No. PSSR-BOP-ENQ-ENRSEZ-001

Date: 18.09.2025

BHEL invites offers as per following terms and conditions

1. Mode of Enquiry	E-Procurement		
2. Tender Type	Limited Tender (Domestic-Indian)		
3. Package	Sewage Treatment Plant		
4. Project	2 X 660 MW Ennore SEZ		
5. Executing Agency	BHEL-PSSR		
6. Numbers of Part bid	2-Part bid (Techno-commercial and Price bid)		
7. Due Date & Time	For offer submission	29.09.2025	10.00 hrs
	For Part- 1 bid opening	29.09.2025	16.00 hrs
8. Earnest Money Deposit (EMD) (Refer S.no- 26 for details)	Applicable	EMD Amount (Rs)	6,00,000/-
9. Tender Cost	Nil		
10. End Customer	TNPGL (earlier called as TANGEDCO)		
11. Executing Agency	BHEL-PSSR		
12. Nature of Package (Divisible/Non-Divisible)	Non-Divisible		
13. Technical Scope	As per Technical specification No: PE-TS-412-673-A002, R0 Bidders can also download detailed tender for subject package & project uploaded at www.bhel.com		
14. Pre-Bid Discussion	Applicable		
15. Last Date for Seeking Clarification	22.09.2025		
	Bidders to contact BHEL (over email/visit-BHEL-PSSR) for any clarification (technical or commercial) & get it clarified well before last date of seeking clarification. BHEL reserves the right not to respond to pre-bid clarifications received after last date of seeking clarification. Bidders to furnish the pre-bid queries in editable format also.		
16. Schedule of Pre-Bid Discussion	22.09.2025, 11.00 AM		
17. Pre-Qualification Requirements	a) Submission of Integrity Pact duly signed b) Submission of all documents as prescribed in the Tender including "No Deviation Certificate"		
18. Price Basis	PVC Applicable, Refer NIT Annexure 6.		
19. Price Finalisation Mode	Price Bid.		
20. CIF Applicability	Not Applicable		
21. Customer Approval	Not applicable		
22. Eligibility of Tender as per MII Order (Refer S No. 45)	Nature of Package: Non – Divisible Minimum 60%- Class-I Local Supplier		
23. HSE Guidelines	Applicable.		
24. Evaluation Criteria	Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable. The evaluation currency for this tender shall be INR.		



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	<p>In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.</p> <p>In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder (s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.</p>
25. Integrity Pact Applicability - YES	<p>In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL.</p> <p>1. Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in) 2. Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)</p>
26. Bidder to note that this is a Limited (Domestic-Indian) Tender enquiry & consideration for price bid opening shall be subject to following condition:	
a. Techno-commercial acceptance of offer by BHEL-PSSR.	
27. Earnest Money Deposit (also known as Bid Security)	<p>EMD is to be submitted by all the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)). EMD amount shall be Rs. 6 Lakh.</p> <p>Modes of deposit: -</p> <p>The EMD may be accepted only in the following forms:</p> <p>i. Electronic Fund Transfer credited in BHEL account (before tender opening) and furnish the details of EFT along with the offer</p> <p>For Electronic Fund Transfer the details are as below:-</p> <p>a) Name of the Beneficiary -: Bharat Heavy Electricals Limited</p> <p>b) Bank Particulars</p> <ul style="list-style-type: none">• Bank Name -: State Bank of India• Bank Tel no. (with STD code)-: 044 29530724,044-29530803• Branch Address-: SBI SME Guindy Branch 004327, No 65-A, G.S.T. Road, Guindy, Chennai, Tamil Nadu-600032• Branch Code -: 04327• 9 Digit MICR Code of the Bank Branch -: 600002114• Bank Account Number -: 10610819499• Bank Account Type -: Cash Credit Account• 11 Digit IFSC Code of Beneficiary Branch-: SBIN0004327



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- Details for SFMS (Structured Financial Messaging System) transmission of BG
 - Bank and branch: SBI TFCPC Branch
 - Branch code: 5056
 - IFSC Code: SBIN0005056

- ii. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PSSR, Chennai(along with the offer).
- iii. Bank Guarantee from any of the Scheduled Banks. (Format attached)
- iv. Insurance Surety Bonds.

The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

EMD shall not carry any interest

Forfeiture of EMD

- I. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- II. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines.

Return of EMD

- I. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, bid securities of unsuccessful bidders during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation.
- II. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.



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28. Performance Security

Successful bidder is required to submit Performance Security to BHEL-PSSR as below within 14 days from the date of LOA:

- I. Initially 10% of the contract value (total order value excluding Price Variation Clause, herein referred to as PVC). However, 5% of the contract value (as above) will be released after completion of Main Supply based on certification by BHEL.

OR

- II. 5% of the contract value (total order value excluding PVC). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of Main Supply based on certification by BHEL.
- III. **Validity of PS:** As per GCC BOP Rev-00, Validity mentioned in clause 11.3 of GCC BOP shall be applicable for all allowed instruments of performance security.

Modes of deposit:

Performance security may be furnished in the following forms:

- a. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- b. Bank Guarantee in favour of BHEL PSSR, Chennai from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. (BG to be in favour of BHEL-PSSR, Chennai, format as per GCC-BOP Annexure III. Any claim or dispute arising under the terms of this Guarantee shall be subject to the exclusive jurisdiction of the court at Chennai.
BG should be signed by two bank officials. Issuing Bank Name, Address, Mail Id and Contact Number should be mentioned in BG. Banks' place of invocation (Chennai branch address with contact details) should be mentioned in the BG.

In Case of SFMS Compliant BG the same may be indicated during BG Submission to BHEL-PSSR, Chennai.)
- c. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- d. Insurance Surety Bond.



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	<p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <p>Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p>Notes/ Remarks</p> <p>a. The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>b. Performance security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>The Performance Security shall not carry any interest.</p>
29. Breach of contract, Remedies and Termination	<p>Clause no. 27.0 of GCTC of GCC-BOP is not applicable. However, in case of Breach of Contract by supplier, BHEL shall recover 10% of the contract value from the supplier using following instruments:</p> <p>(i) Encashment of security instruments like EMD, Performance Security with PSSR against the said contract</p> <p>(ii) Balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Vendor, retention amount etc. with BHEL PSSR.</p> <p>(iii) Balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL</p> <p>(iv) if recovery is not possible then legal remedies shall be pursued”</p> <p>The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>



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30. Delivery terms for Supply portion	FOR Despatch Station
31. Watch and ward of materials at site	In Bidder scope as per cl. No. 17.6 of GCTC (GCC-BOP Rev 0)
32. Price Adjustment (Price Variation Clause, i.e. PVC)	Applicable
33. Free Issue Items	Materials which will be issued as Free-supply items are included in Technical Specification. Drawings (for which engineering has been included) are included in Technical Specification. Bidder to quote after considering the above.
34. Inspection travel	The cost of travel expenses, boarding and lodging expenses of end Customer (M/s TANGEDCO) for the inspection of materials as per approved MQP have to be borne by the Bidder. (applicable for domestic travel within India only)
35. LD applicability	Refer BOP GCC Corrigendum 1 clause 16.2.1
36. Construction Power & Construction water shall be as per s.no -22 of SCC of the project.	
37. GST shall be payable extra at actual.	
38. Delivery Schedule shall be as follows-	
<p style="margin-left: 40px;">Supply (along with commissioning spares) – 3 Months from the date of LOA.</p> <p style="margin-left: 40px;">E&C (along with commissioning spares) – 2 Months from the date of front availability by site</p> <p style="margin-left: 40px;">Mandatory Spares - Mandatory Spares and Tools & tackles (if any) are to be delivered along with the last consignment of main supply within the contractual delivery period.</p> <p style="margin-left: 40px;">Note: Above delivery conditions are to be complied by bidder strictly</p> <p style="margin-left: 40px;">Guarantee of the package shall be as per GCC-BOP (Ref. Clause 12 of GCTC, GCC BOP Rev-00).</p>	
39. Payment Terms - As per GCC BOP Rev-00.	
40. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:	
<ul style="list-style-type: none">i. Amendments to Purchase Order/ Work Order/ Framework Agreementii. Purchase Order/ Work Order/ Framework Agreementiii. Letter of intent (LOI)/ Letter of Award (LOA)iv. Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditionsv. The final set of deviations acceptable to purchaser with loading as specified in relevant section.vi. Corrigenda to NIT, with those of later date having precedence over those of earlier datevii. Enquiry letter along with Buyer specific ATC and annexures except documents listed in point no (viii) to (ix) belowviii. Technical specificationsix. Special Conditions of Contract (SCC)x. GCC – BOP Rev 00 along with corrigendum-01 to GCC – BOP	



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41. Policy deductibles as follows:

- *Cyclone/Tsunami: 10% of claim amount subject to a minimum of INR 7,50,00,000
 - *Other AOG Claims/Testing/Major perils/Explosion/Extd. Maintenance: 10% of claim amount subject to a minimum of INR 5,00,00,000
 - *Other Perils: 10% of claim amount subject to a minimum of INR 2,50,00,000
 - *Design defect: 5 times of AOG Excess
- "The above-mentioned insurance deductibles/excess are tentative in nature and may change after award of contract which will be applicable within quoted price".

42. Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents:

- i. 90 days for non MSME as per MSMED Act
- ii. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
- iii. 60 days for vendors qualified as Medium Enterprises as per MSMED Act.

Notes:

1. Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. In case PVC indices not available, vendors to submit PVC invoices on availability of applicable indices.
2. Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of remaining payments.

43. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

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

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other



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

44. Bidders to ensure that Third party/ customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e - mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.

45. Make in India: For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier shall be as defined in Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024.

This package is not divisible in nature. For this tender, offer from only Class-1 Local Suppliers (meeting minimum 60% local content requirement) shall be considered.

Bidders are required to provide the following along with the part-1 bid:

- i. Provide a certificate (in line with attached draft) from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. ii.
- ii. Provide the details of the location(s) at which the local value addition shall be made.

Please submit the extract of AGM Resolution of your company regarding appointment of statutory auditor or cost auditor of current year.

46. MSE Purchase preference: Purchase preference would be applicable to MSE bidders as per GOI circular (No. F.1/4/2021-PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications. All the bidders are required to declare their ownership status (SC/ ST or Women-owned or others) along with their MSE category in format enclosed with NIT. This declaration, along with the Udyam Certificate, shall be mandatory for bidders to avail benefits under the Public Procurement Policy.

47. Bidders to comply Govt. of India, Ministry of Power order no-25-11/6/2018-PG dated 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.

48. This item/ package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated.20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the items/Package”

49. Bidders may 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



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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.

50. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines

51. Conflict of interest

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- I. If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- II. The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- III. Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- IV. A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. **In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.**



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52. HSE Plan Rev-02 for site operations by contractor shall be applicable.

Bidders can also download detailed HSE Plan Rev-02 from www.pem.bhel.com and www.bhel.com.

53. Bidder to quote non-zero freight %.

54. "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."

55. Self-declarations/ auditor's/ accountant's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07- 2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.

56. Jurisdiction mentioned in BOP GCC, GCTC Clause Nos 33, 34 and 35 shall be Chennai

57. All formats/declarations/Annexures shall be addressed to "Bharat Heavy Electricals Limited, Power Sector Southern Region, BHEL Integrated Office Complex, TNEB Road, Chennai 600 100."

58. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation

59. Bidders to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Bidders shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>.

Following documents need to be uploaded:

- a) Offer forwarding/ covering letter
- b) Local Content Certificate in line with Make in India circular
- c) Land Border Certificate.
- d) Integrity Pact
- e) Un-price bid
- g) Annexure-II of GCC-BOP Rev 00 (Cost of Withdrawal of Deviation)
- h) Udyam certificate for MSME, along with detailed format
- i) Declaration regarding conflict of interest
- h) Price bid

60. It shall be the responsibility of the bidder to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

61. Other Terms & Conditions shall be as per enclosed Special Conditions of Contract (SCC) of the project, General Conditions of Contract (GCC)-BOP Rev 00 along with corrigendum-01 to GCC - BOP and other Terms and Conditions included in this Enquiry Letter.



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62. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

A Menaka Sr Manager/Purchase Bharat Heavy Electricals Limited Power Sector - Southern Region BHEL Integrated Office Complex, TNEB Road, Pallikaranai, Chennai – 600100 hena@bhel.in Phone: 044 - 2458 9415	Sreenath N G Manager/Purchase Bharat Heavy Electricals Limited Power Sector - Southern Region BHEL Integrated Office Complex, TNEB Road, Pallikaranai, Chennai – 600100 sreenath.ng@bhel.in Phone: 044 - 2458 9419
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Thanking You,
For and on behalf of BHEL

AGM/ SCT, Purchase & Legal

Enclosures:

- 1) Annexure 1- Free Issue Items
- 2) Annexure 2- Declaration regarding Minimum Local Content In Line With Revised Public Procurement (Preference To Make In India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s)
- 3) Annexure 3- Declaration Regarding Compliance to Restrictions Under Rule 144 (xi)
- 4) Annexure 4- BG format for Earnest Money Deposit
- 5) Annexure- 5- Declaration for status of MSMEs
- 6) Annexure- 6- Price Variation Clause
- 7) Annexure 7- Changes to Special Conditions of Contract
- 8) Price Format
- 9) Integrity Pact
- 10) Other Documents



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ANNEXURE 1

FREE ISSUE ITEMS

The following items required for Sewage Treatment Plant at 2x660 MW Ennore SEZ project shall be issued to the successful bidder during project execution as free issue items. Bidder to quote accordingly.

Item Description	Unit	Qty
50NB UPVC Pipe (Sewage sump (S1) to STP area common collection sump)	Mtrs	800
50NB UPVC Pipe (Sewage sump (S2) to STP area common collection sump)	Mtrs	1100
50NB UPVC Pipe (Sewage sump (S3) to STP area common collection sump)	Mtrs	550
50NB UPVC Pipe (Sewage sump (S4) to STP area common collection sump)	Mtrs	550
50NB UPVC Pipe - For Transferring treated water through treated water disposal pumps to horticulture network	Mtrs	500
Interconnecting Pipes for STP Plant	Lot	1



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ANNEXURE 2

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

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

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref : 1) NIT/Tender Specification No:
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**'/ '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____
3. _____ 4. _____

Thanking you,
Yours faithfully,

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

** - *Strike out whichever is not applicable.*

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.



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ANNEXURE 3

CERTIFICATION REGARDING LAND BORDER

To be given on Letter head of Bidder

Ref:

Date:

To,
Bharat Heavy Electricals Limited
Power Sector Southern Region,
BHEL Integrated Office Complex, Chennai 600 100

Reference:

Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.

Tender Enquiry No-.....

Offer No-.....

Name of Package:

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that(Company name), is not from such a country and is eligible to be considered.

Thanking You,
Yours faithfully,
(Company director seal and signature)



**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR SOUTHERN REGION, CHENNAI
NOTICE INVITING TENDER (NIT)**

**ANNEXURE 4
BANK GUARANTEE FOR EMD**

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To
(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....1(Tender Conditions), M/s.having its registered office at2 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....3 invited by Bharat Heavy Electricals Limited(hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi- 110049 through its unit at Bharat Heavy Electricals Limited, Power Sector Southern Region, BHEL Integrated Office Complex, TNEB Road, Pallikaranai, Chennai- 600100.

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of5 is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee, we, the[Name & address of the Bank]having our Registered Office at.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. 5(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.



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We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....6 and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the 7 we shall be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....5
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before _____7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
 (Name of the Bank)
 Date.....
 Place of Issue.....



BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR SOUTHERN REGION, CHENNAI
NOTICE INVITING TENDER (NIT)

- 1 Details of the Invitation to Bid/Notice Inviting Tender
- 2 Name and Address of the Tenderer
- 3 Details of the Work
- 4 Name of the Employer
- 5 BG Amount in words and Figures
- 6 Validity Date
- 7 Date of Expiry of Claim Period (Claim period shall be minimum of 3 Months after the validity date of Bank Guarantee)

Note:

1. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
2. In Case of Bank Guarantees submitted by Foreign Vendors
 - a. From Nationalized / Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.



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POWER SECTOR SOUTHERN REGION, CHENNAI
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ANNEXURE 5
DECLARATION

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

To
Bharat Heavy Electricals Limited
Power Sector Southern Region
BHEL Integrated Office Building
TNEB Road, Pallikaranai,
Chennai 600 100, Tamil Nadu

Dear Sir / Ma'am,

Sub: Declaration for status of MSMEs

Ref:

1) Tender No:

I/ We, _____ hereby submitted documentary evidence/ Govt. Certificate etc. in support of the MSMEs Status with following details:

MSME Certificate No	Type under MSME	Women Owned	SC/ST Owned	OBC Owned	General Owned	Remarks
	Micro					
	Small					
	Medium					

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSME category.

Yours faithfully

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Date:

Place:



BHARAT HEAVY ELECTRICALS LIMITED
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ANNEXURE 6

PRICE VARIATION CLAUSE

PRICE ADJUSTMENT FOR SUPPLY AND MANDATORY SPARES

- (i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour and material components in accordance with the provisions described below:
- (ii) The price adjustment provisions shall be applicable separately for price components relating to Supply of Equipment as per price break-up furnished in the Technical Specification.
- (iii) Only following components of the Contract Price will be subject to Price adjustment:
 - (a) Ex-Works supply price of Plant and Equipment including commissioning spares, Mandatory spares.
- (iv) Price adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of Contract (INR).
- (v) The indices for price adjustment shall be as elaborated hereunder.
- (vi) The price adjustment formula for the components of the Contract Price, as mentioned at Sl.No. (iii) above, shall be as stipulated hereinafter.
- (vii) **Ex-Works Price Component of Plant and Equipments including commissioning spares, Mandatory Spares.**

It is understood that the price component of the equipments for any shipment/despatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a variable portion linked with the indices for various materials and labour (description and co-efficient as enumerated below).

The amount of price adjustment towards variable portion payable/recoverable on each shipment/despatch shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \{F + a \times A1/ A0 + Lb \times L1/ L0\}$$

Where

EC = Adjustment to Ex-Works supply Price Component expressed in the currency of The Contract (INR) payable to the contractor for each shipment/despatch.



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EC1 = Adjusted Amount of Ex-Works supply Price Component expressed in the currency of the Contract (INR) payable to the Contractor for each shipment/despatch.

EC0 = Ex-Works supply Price for the plant and equipments in the currency of the Contract (INR), shipment/despatch wise.

- F shall be fixed portion of the Ex-Works Component of the Contract and shall be considered as 0.15.
- a shall be co-efficient of major materials/items involved in the Ex-Works Component of the Contract Price and shall be considered as 0.55.
- 'A' shall be published price indices of corresponding major materials/items.

Case 1: 'A', in case of all applicable supply part / component/ items etc. index for "Manufacture of Fabricated Metal Products, Except Machinery and equipment" shall be used as published by Ministry of Commerce & Industry, GOI base year 201112=100

- 'Lb" shall be co-efficient for labour component in the Ex-Works Component of the Contract Price which shall be considered as 0.3.

'L' shall be consumer price index number for industrial workers (All India average) as published by Labour Bureau, Shimla/RBI Base year 2016=100.

For the indices, subscript '0' refers to indices as on date of completion of delivery as per LOA.

Subscript '1' refers to indices as on date of shipment/despatch.

Note:

- 1) PVC shall be applicable only beyond original overall completion schedule as per LOA. PVC (Positive) shall be applicable only if the delay is not attributable to contractor/ vendor. However even if the delay is attributable to vendor/BHEL then also the negative price variation shall be passed on to BHEL.
- 2) The price variation shall be limited to (+) 10% of Ex-Works Supply Price including commissioning spares, Mandatory spares.



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NOTICE INVITING TENDER (NIT)

PRICE ADJUSTMENT FOR SERVICE PART (E&C)

- (i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour in accordance with the provisions described below:
- (ii) The price adjustment provisions shall be applicable for price components relating to service part (E&C) as per price break-up furnished by the Contractor.
- (iii) Only following components of the Contract Price will be subject to Price adjustment:
 - (a) Service part (E&C) component of Contract Price.
- (iv) The indices for price adjustment shall be as elaborated hereunder.
- (v) The price adjustment formula for the components of the Contract Price, as mentioned at Sl.No. (iii) above shall be as stipulated hereinafter.

a) Indian Rupee Portion of the Installation Services

$$ER = ER1 - ER0$$

ER1 will be computed as follows:

$$ER1 = ER0 (0.15 + L_b \times (L_1 / L_0))$$

Where:

ER = Adjustment to Erection & Commissioning price component of contract price expressed in Indian Rupees payable to the contractor for each billing.

ER1 = Adjusted amount of Erection & Commissioning price component of contract price expressed in Indian Rupees payable to the Contractor.

ER0 = Value of the Erection & Commissioning work done in the billing period, which shall be calculated as under:

For the purpose of computing ER0, each Erection & commissioning bill (service part) during the E&C period up to the 'Completion of the Facilities' shall be calculated as described in this document.

L_b – Coefficient of labour (for all categories) content in the Indian Rupee portion of the erection & commissioning = 0.85

L = Indian field labour index namely, all India consumer price index for industrial workers (All India Monthly Average) as published labour bureau, Shimla, Government of India.



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For the indices, subscript '0' refers to indices as on date of completion of delivery as per LOA.
Subscript '1' refers to indices as applicable for the month of execution of the E&C work

Note:

- 1) PVC shall be applicable only beyond original overall completion schedule as per LOA. PVC (Positive) shall be applicable only if the delay is not attributable to contractor/ vendor. However even if the delay is attributable to vendor/BHEL then also the negative price variation shall be passed on to BHEL.
- 2) The price variation shall be limited to +10% of total E&C price (excluding taxes).



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ANNEXURE 7

CHANGES TO SPECIAL CONDITIONS OF CONTRACT

Changes to clauses in Special Conditions of Contract (Rev 02)

SCC ref. no.	Description	To be read as
5.0	Consignee address	Bill to : Construction Manager, BHEL PSSR Site Office, 2X660MW ENNORE SEZ Supercritical Thermal Power Project at Ash Dyke of NCTPS, Vayalur Village, Ambathur Taluk, Thiruvallur District, Tamil Nadu 600120. Ship to: M/s Tamil Nadu Generation and Distribution Corporation Limited 2X660MW ENNORE SEZ Supercritical Thermal Power Project at Ash Dyke of NCTPS, Vayalur Village, Ambathur Taluk, Thiruvallur District, Tamil Nadu 600120.
9.0	<ul style="list-style-type: none">• Policy No. • Name of the Insurance Company	SCE: 5003004415P117124074 valid up to 30-06-2026 Marine: 5003002124P113625664 valid up to 30-06-26 United India Insurance Company Limited D-24 & E-25, Himalaya House 23, K G Marg, NCR, New Delhi - 110001
10.0	BHEL PSSR GST No.	33AAACB4146P2ZL
All clauses	Name of company	BHEL-PEM may be read as BHEL-PSSR