

2 	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARIDWAR-249 403 (Uttarakhand), INDIA Email ID: richa_t@bhel.in/ amitsingh@bhel.in TEL: +91 1334 28 4175/ 28 1150	ENQUIRY/ TENDER NO. B/4222/2020/1744V/1 PACKAGE: AIR COOLED CONDENSER PROJECT: 3X800 MW PATRATU PROJECT DATE OF ISSUE OF TENDER: 28.11.2020 TENDER OPENING DATE: 11.01.2021
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NOTICE INVITING TENDER/ ENQUIRY SPECIAL TERMS OF ENQUIRY/ TENDER

1. SCOPE OF ENQUIRY/ TENDER

Sealed Bids are invited from bidders for complete engineering, design, drawings, supply of all material equipment, fabrication, assembly, pre-shipment testing at manufacturer's works, proper packing for transportation, delivery at plant site, supervision of unloading & storage, supervision of erection and commissioning and complete performance testing as specified / or otherwise which are required to complete the job as per detailed specifications, for **3X800 MW PATRATU PROJECT**.

The item wise requirement details are as mentioned below:

Sl. No.	Item Description	Total Quantity	Delivery Schedule
1	Material Code: W97717001217 AIR COOLED CONDENSER PACKAGE AS PER HE57070 REV01 FOR 800MW PROJECT	03 SETS	Lot-1: Qty-1 SET→ 23.03.2021 Lot-2: Qty-1 SET→ 23.09.2021 Lot-3: Qty-1 SET→ 23.03.2022
2	Material Code: W97717001225 MANDATORY SPARES OF ACC PACKAGE AS PER ANNEXURE IV.4-13 OF HE57070 REV01	01 Set	23.03.2021
These dates are tentative and will depend on approval of Civil Design, Civil Erection & Erection Sequence of Mechanical Component. This will be mutually agreed after placement of LOI/ Purchase Order. BHEL's intent is to complete these activities at the earliest. Suppliers are requested to quote their best possible completion schedule, keeping in view the above.			

2. PROJECT INFORMATION

Project Name	3X800 MW PATRATU PROJECT
Consignee Address	PATRATU VIDYUT UTPADAN NIGAM LTD PO# PTPS, DISTRICT RAMGARH JHARKHAND, INDIA PIN 829119
Unloading at Site	As per clause X.1.5 of enclosed BHEL Specification HE 57070 REV.01
Storage at Site	As per clause X.1.5 of enclosed BHEL Specification HE 57070 REV.01
Movement of material at Site	As per clause X.1.5 of enclosed BHEL Specification HE 57070 REV.01
Location and Approach, Meteorological Data etc.	As per Annexure-II-1of Specifications

3. EARNEST MONEY DEPOSIT (EMD)

3.1 Interested bidders must submit their offer along with the following Earnest Money Deposit (EMD) in a separate sealed envelope:

Details	Amount In INR	Amount in Foreign Currency	Type
EMD	INR 210,00,000/- (INR Two Hundred Ten Lacs)	Equivalent foreign currency	Refundable

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3.2 EMD shall not carry any interest.

3.3 Bids not accompanied with requisite EMD shall be liable for rejection.

3.4 Modes of deposit

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender due date/ tender opening date)
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- (iii) As the total EMD amount is more than ` 20 Lakh, the amount in excess of ` 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months (which shall be extended along the validity of the offer/till award of contract).

3.5 The demand Drafts shall be drawn in favor of "BHEL Hardwar". In case of foreign bidders, E- payment is also acceptable. For E-Payment, the RTGS details are as mentioned below:

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO: SBININBB225 CC ACCOUNT NO: 10667995458 IFSC CODE: SBIN0000586	Chief Manager (IBD) Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

3.6 Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes its bid or makes any modification in bid which is not acceptable to BHEL.
- ii) The bidder fails to deposit the required CEBG within the period as per LOI/ Purchase Order.

4. SUBMISSION OF BID/OFFER

4.1 Only English version of all documents would be valid & binding.

4.2 Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon in 'Deviation' sheets by the bidder in his offer. Non-compliance with any of the requirements and instructions in the Tender Enquiry may result in rejection of the offer.

4.3 A person signing the tender or any other document in respect of Order/ Contract on behalf of the tenderer, shall be deemed to have the authorization to bid in the bidder's organization and will be binding on the bidder's organization.

4.4 Name of Bidder's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.

4.5 Tenders are to be submitted in **Two Parts** and **Part-I** (Techno-Commercial Bid, as detailed below) will be opened first. The offers are to be submitted on or before the Due Date and time, as detailed below:

[A] PART-I: PRE-QUALIFICATION REQUIREMENT (PQR) & TECHNO-COMMERCIAL BID (IN ONE ORIGINAL AND TWO COPIES)

Comprising of following documents:

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- a. Earnest Money Deposit (EMD)/details of EMD in case of E-Payment.
- b. Bidders are required to furnish requisite details in the formats specified in bidding documents for meeting the stipulated **Pre-Qualification Requirements (PQR)** along with all supporting documents like copies of End User Certificates, Purchase Orders and Contract Agreements etc. The Pre-Qualification requirements (Proveness) is as per enclosed **Document No. HXE/SK/90345/1 Rev. 01**.
- c. Complete Technical offer with relevant drawings/ documents /QP etc. (as **per detailed specifications**)
- d. **“INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY”** and **“GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry)”** are an integral part of this enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be necessarily submitted along with the offer. Deviations if any are to be listed out separately.
- e. Commercial Terms & Conditions
- f. Any Deviation with reference to specification to be laid down on separate sheet.
- g. Un-Priced replicas of Price Bid & Cost of Withdrawal of Deviation (as per enclosed **Annexure-ACC/OT/COMM/PRICE SCHEDULE and Annexure-ACC/OT/COMM/DEVIATION LIST**)

[B] PART-II: PRICE-BID

Containing Prices as per enclosed Price Bid Format **Annexure-ACC/OT/COMM/PRICE SCHEDULE** and Cost of Withdrawal of Deviation as per enclosed **Annexure-ACC/OT/COMM/DEVIATION LIST** is to be submitted in original, strictly as per enquiry conditions for complete scope of tender enquiry

- 4.6 Following shall be superscribed on the envelopes which shall be addressed by name and designation to the official inviting tender:

- PART-I (refer clause 4.5 [A]) :
1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
 2. DUE DATE FOR OPENING
 3. "TECHNO-COMMERCIAL BID WITH PQR".

- PART-II (refer clause 4.5 [B])
1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
 2. DUE DATE FOR OPENING
 3. "PRICE BID".

- 4.7 Parts – I & II shall be submitted in separate sealed covers duly superscribed as indicated above and shall be enclosed further in a main cover duly sealed and superscribed as:

“OFFER FOR (ITEM NAME) AGAINST ENQUIRY NO. B/4222/2020/1744V/1 DUE ON CONTAINING PART-I & PART-II Bids”. Vendor’s full name and address should be clearly mentioned on the envelope

- 4.8 Envelope not marked with tender enquiry/ tender number is liable to be ignored and may not be opened.

- 4.9 Quotation/ Offer/ Bid must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER/Dropped in the Tender Box, addressed as follows:

To,
THE HEAD OF MATERIAL MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,

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HARIDWAR-249403 (Uttarakhand), INDIA.

- 4.10 Tender opening is scheduled to start in the Tender Room at 2:00 PM (IST), on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM (IST) on due date. Only participating bidders are allowed to attend tender opening. TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.
- 4.11 The bid/quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.
- 4.12 **PART-I (as per clause 4.6 above) (Techno-Commercial bid with PQR)** will be opened on Due Date and time specified in the Enquiry/ NIT, or extension thereof, in presence of tenderers who may like to attend. Incomplete offers are liable to be rejected.
- 4.13 **Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements (Proveness Criteria) mentioned in our Enquiry/ Tender and who have submitted the EMD as stipulated in clause 3 above.** The Pre-Qualification requirements have been compiled in enclosed **Document No. HXE/SK/90345/1 Rev. 01.**
- 4.14 Offers of PQR qualified and techno-commercially acceptable bidders will be subject to approval of Customer (NTPC).
- 4.15 **Price Bid as per clause 4.6 shall be considered for further evaluation only of the Customer (NTPC) approved vendors.**
- 4.16 All correspondence thereof, shall be addressed to the following persons:

Ms. Richa Tiwari Designation: Dy. Manager (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: richa_t@bhel.in Tel: +91 1334 28 4175 Mob. +91 8476006399	Mr. Amit Kumar Singh Designation: Manager (PPX-BOI) 4th Floor, Main Administrative Building, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: amitksingh@bhel.in Tel: +91 1334 28 1150 Mob. +91 7830001050
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- 4.17 In the event of contradiction of terms and conditions mentioned, the order of preference shall be SPECIAL TERMS OF ENQUIRY followed by GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry).
- 4.18 Bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.
- 4.19 Bidder shall not be allowed to carry camera/laptop in the tender room. The use of Mobile Phone is also restricted in the Tender Room.
- 4.20 Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down.
- 4.21 As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

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5 BASIS OF QUOTATION

For Supplies from outside India:

The prices are necessarily to be quoted on CFR Haldia (India) basis (as per price schedule).

For Supplies from within India:

The prices are to be quoted on Ex-Works with freight Pre-paid up to destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website <https://hwr.bhel.com>. Please note that, if you dispatch the material by any BHEL un-approved transporter then you will be required to furnish the MRC (Material Receipt Certificate) from Project Site for processing of your invoice. No demurrage charges would be borne by BHEL.

Vendors should quote inland freight charges (for supplies within India, if any). In case the offer is silent regarding inland freight charges, then, **the same would be considered to be inclusive in the offer.** In such case, no separate freight charges would be payable to the supplier (in the event of ordering) and transportation has to be arranged by supplier at their own cost.

6 OFFER VALIDITY

The offer is to be submitted with a validity of 180 days from the date of opening of techno-commercial offers (Part-I Offer). BHEL will reserve the right to reject the offer, quoting validity less than 180 days. In case for any reason technical evaluation does not get completed in time, vendor may be required to extend the validity of their offer.

7 SUPERVISION/ERECTION & COMMISSIONING/TRAINING/ PG TESTING

- 7.1 **Erection for all the three units of ACC will be in the scope of BHEL**, however supervision during Erection and commissioning of First Unit of ACC (as per scope of specifications) is to be provided by the Bidder. Lump sum charges for the same are to be quoted by the Bidder (as per Price Schedule **Annexure-ACC/OT/COMM/PRICE SCHEDULE**).
- 7.2 BHEL may exercise the option of extending the scope of supervision during E&C for second and third sets also. For this lump sum per Day Charges and lump sum per Visit Charges should be quoted separately in your offer (as per Price Schedule **Annexure-ACC/OT/COMM/PRICE SCHEDULE**). **These optional charges will not be used for evaluation.**
- 7.3 Lump sum Charges for Training (as per clause XIV.1 and clause X.1.4 of enclosed specification HE 57070 REV.01) is to be quoted separately (as per Price Schedule).
- 7.4 The Performance Guarantee Test (PG Test) as per scope of enclosed specification HE 57070 REV.01 is to be conducted by the bidder. The Performance Guarantee Test shall be conducted by the bidder at site in presence of BHEL/NTPC on each unit individually.

8 PRICES & PRICE SCHEDULE

- 8.1 The prices are to be quoted on firm basis. BHEL will reserve the right to reject the offer of the vendors not quoting the prices on Firm basis.
- 8.2 Bidder shall closely peruse all clauses, specifications & drawings etc. indicated in tender documents before quoting. In case of any doubt about meaning of any portion of tender specifications or discrepancies or

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omissions in drawings/ tender document or clarifications regarding scope of work etc., the official(s) inviting the tender (as per clause 4.16) can be contacted for clarifications, before submitting the offer.

- 8.3 Bidder can make independent enquiries as to conditions and circumstances affecting cost estimates, and possibility of executing supplies/ works as described. Bidder shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself as to the form and nature of the site, the quantities and materials necessary for completion of the work and means of transport and access to the site, the accommodation required, and to have quoted prices taking into consideration the risks, contingencies and other circumstances which may influence or affect execution of the Order/ Contract.
- 8.4 The breakup of prices shall be necessarily submitted as per enclosed **PRICE BID FORMAT (Annexure-ACC/OT/COMM/PRICE SCHEDULE)**.
- 8.5 Deviations (Commercial as well as technical) from the Enquiry Conditions are generally not acceptable. Deviations (if any) are to be listed separately and in such case, the cost of Withdrawal of such Technical deviation (if any) along with reason for taking such deviation are to be separately brought out in enclosed **Annexure-ACC/OT/COMM/DEVIATION LIST**.
- 8.6 In the Price Breakup source of billing, source country of supply, Currency of quotation & CFR Haldia (India) Charges (for imported shipment) and rate of all applicable taxes & duties, should be clearly mentioned.
- 8.7 Transit Insurance (both Marine & Inland) would be arranged by BHEL.
- 8.8 Bidder shall quote the rates in English language and international numerals only. Total Price shall be entered in figures as well as in words. All entries in the tender shall either be typed or written legibly in ink. Cancellations, corrections, insertions, erasures, over-writing (if unavoidable) shall be authenticated with signature and seal by the bidder.

9 APPLICABLE TAXES & DUTIES:

- 9.1 **GST (For Indigenous Scope of Supply only):** GST would be payable extra at the rate applicable for the supplied individual item. Bidders are required to submit list of Items to be supplied from India along with the HSN code of items and applicable GST rate.
Since input credit of GST would be available to BHEL only after appearing GST entry made by supplier on BHEL's GST Portal, GST would paid only when the GST entry made by supplier appear on BHEL's GST portal. Supplier's invoice should contain GST No. of Supplier, BHEL and end customer, which would be informed by BHEL before supply of material.
Since input credit of GST will be available to BHEL, the same should not be considered in evaluation of bids. However, it may please be noted that in case supplier does not made entry of GST on BHEL's GST portal, GST would not be paid by BHEL.
In case supplies from India would be made by the supplier registered under composite scheme of GST, no GAS would be paid by BHEL for such supplies.
- 9.2 **CUSTOM DUTY (For supplies from outside India):** The Evaluation of the offers would be done considering Custom duty as applicable. For evaluation, IGST would not be taken into consideration.
- 9.3 **TDS (for Services, i.e. Supervision during E&C, Training, PG Testing etc.):**

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For Services being rendered and billed from outside India

The rates TDS (for all service related components) should be clearly mentioned in your offer.

Please note in case TDS is inclusive in your quoted rates, BHEL will deduct tax from your bill of services at the time of payment of service portion and furnish Tax Deduction at Source (TDS) Certificate.

The rate of TDS will be as per Double Taxation Avoidance Agreement between India and Vendor's Country. You should generally be able to get credit for TDS from the tax authorities in your country based on the certificate provided by BHEL (TDS certificate), if there is a Double-Taxation Avoidance Treaty with India.

The copy of PAN Card (if registered with income tax Department of India) is to be submitted along with your offer. If supplier submit copy of their PAN, TDS @ 10% would be deducted else 20% TDS of service portion would be deducted.

For Services being rendered and billed from within India

BHEL shall not be liable towards income tax of whatever nature including variations thereof, arising out of this order/contract. The TDS for service portion is to be borne by the bidder and no separate payment/implication on account of TDS would be borne by BHEL. TDS would be deducted by BHEL from the invoice of service and TDS certificate shall be provided by BHEL.

- 9.4 **OTHER TAXES & DUTIES:** All taxes & duties other than above shall be deemed to be inclusive in the quoted prices unless specified by the bidder in their offer.

10 EVALUATION CRITERIA

- 10.1 Evaluation would be done on the basis of total landed cost for the complete requirement (considering all Items, Services, Technical & Commercial Loading etc. as per scope of Enquiry) and illustrative method of Evaluation mentioned in the enclosed Price Schedule ***Annexure-ACC/OT/COMM/PRICE SCHEDULE.***
- 10.2 Bids will be evaluated in the INR currency. For evaluation (of offers quoted in Foreign Currency), exchange rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
- 10.3 The price comparison will be on the basis of total cost involved for delivery up to I project site. Import Offers (supply portion offered on CFR Haldia (India) basis) shall be loaded for Port Handling charges, applicable custom duties for the project, freight elements and other charges as per GISTC.
- 10.4 For the evaluation of **Cost of Civil RCC hollow columns & foundations, Cost of Erection work, Steel Duct, Steel Support and piping and technical loading due to Auxiliary Power Consumption, etc. shall be considered.** The loading would be done as per criteria mentioned in enclosed ***Document No. HXE/SK/90345/2 Rev. 01.***

The figures asked against these elements should be mentioned in the format provided by BHEL and should only be mentioned in the Price Bids (Part-II) only. These elements should not be mentioned in

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offer Part-I (wherein only replica of price bid without values have to be submitted). In case these are mentioned in Part-I offer, BHEL will not consider the same during technical evaluation and only figures given in price bid (Part-II) against these elements will be considered for evaluation/ recovery.

Price Bids with incomplete information as mentioned above are liable to be rejected.

10.5 Recoveries on account of excess tonnage/ power consumption from quoted to actual shall be done as per **Document No. HXE/SK/90345/2 Rev. 01**:

- BOQ of Civil Work
- Erection work/Tonnage
- Power Consumption
- Steel Duct and Header Tonnage
- Steel Support Structure Tonnage
- Piping & its supports

11 RECOVERY OF LIQUADATED DAMAGES

The rate of Liquidated damages against shortfall of Functional Guarantees shall be as per **Section III of HE 57070 REV.01**

12 SEQUENTIAL SUPPLY AND CORRESPONDING BILLING BREAKUP

- In the event of Ordering, successful bidder shall submit Sequential Supply Schedule and corresponding Billing Breakup (BBU) for approval of BHEL/ Customer within stipulated time period so that contract delivery schedule is adhered to.
- This will however not absolve the bidder from its responsibilities to supply all those items which may be required to make equipment/system complete in all respects for its safe, reliable, and efficient & trouble free working/ operation, in line with the provisions of specifications/contract, without any implications to BHEL (i.e. material cost, statutory taxes & duties, inland/sea/air freight etc.).

13 PAYMENT TERMS

13.1 For Supply Portion

13.1.1 Thirty-Five (35%) payment of the value of material supplied (As per BHEL approved BBU- Clause No. 12 of NIT) against submission of dispatch documents.

13.1.2 Forty-Four (44%) payment of the value of material received at site against submission of Material Receipt Certificate (MRC) issued by Project Site. This MRC will be issued by project site after physical verification of respective supply at site.

13.1.3 Fifteen (15%) of material portion for each Unit after completion of supply and Commissioning of respective Unit.

In case, commissioning gets delayed for the reason not attributable to Supplier, this 15% payment would be released after 21 months from the date of supply of complete material/ all material of respective unit.

13.1.4 Six (6%) of the material portion (Unit wise) would be paid after issue of successful PG test Certificate issued by BHEL/End Customer.

In case PG testing gets delayed for the reason not attributable to Supplier, this 6% payment would be released after 30 months from the date of supply of complete material/ all material of respective unit.

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13.2 Service Portion i.e. Supervision during E&C, E&C, Training, and Performance Guarantee Testing etc.

100% against submission of successful service completion certificate by BHEL.

13.3 Provision of Advance Payment: In exceptional circumstances, BHEL may agree for advance payment of Material Portion. However, the advance payment would be limited to a maximum of 5% of the material portion only, which will be adjusted in 35% payment against dispatch as mentioned in clause 13.1.1 and 13.2.1 above. This Advance Payment can only be given against Advance Bank Guarantee (ABG) of 110% of the amount being sought as Advance.

The advance payment will be Interest Bearing and the rate of Interest would be @ existing base rate of SBI (as on the date of opening of techno-commercial offer) + 6% for the period of advance sought by bidder.

The ABG shall be kept valid for a period of ninety (90) days beyond the scheduled date of dispatch of last equipment covered under the package as per approved BBU/delivery schedule. However, in case of delay in delivery the validity of the ABG shall be extended by the period of such delay.

The ABG is to be provided in BHEL format and should be from one of the BHEL's consortium Banks in India. Format of ABG & list of BHEL's consortium Banks are enclosed. In case ABG is issued from foreign branch of BHEL's consortium banks, the same should be confirmed by Indian branch of a consortium bank and all charges for confirmation of ABG has to be borne by the bidder.

13.5 TYPE TEST CHARGES

100% against submission of Type Test Report along with Acceptance Certificate issued by BHEL. The billing of Type Test Charges is to be included in invoice of material supply of respective item.

13.6 Loading for Deviation in Payment terms

BHEL reserves the right to load the offers of vendors for deviation in payment terms mentioned in the GISTC. Existing Base rate of SBI (as on the date of opening of techno-commercial offer) + 6%, shall be considered for loading for the period of relaxation sought by bidders.

The payment would be made strictly complying with the agreed sequential deliveries as per approved BBU.

In case the erection is held up due to non-deployment of person for supervision (as per clause X of enclosed specification HE 57070 REV.01), no further payment against supply would be made by BHEL.

14 CONTRACT EXECUTION CUM PERFORMANCE BANK GUARANTEE

- **Contract Execution cum Performance Bank Guarantee (CEPBG)** is to be provided for 5% of the total order/contract value (Material value + Services), within thirty (30) days of LOI/Purchase Order. The CEPBG should be valid for the entire Guarantee/ Warranty period and should have reference of the Contract/Purchase Order.

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- Initially CEPBG has to be submitted for a period of sixty (60) months and extension of the same is to be provided to cover the entire period of Guarantee/Warranty. The extension of the CEPBG has to be provided at least two months before the expiry of Guarantee/Warranty Period at bidders own cost.
- The CEPBG is to be provided in BHEL format and should be from one of the BHEL's consortium Banks in India. Format of Performance Bank Guarantee & list of BHEL's consortium Banks are enclosed.
- In case CEPBG is issued from foreign branch of BHEL's consortium banks, the same should be confirmed by Indian branch of a consortium bank and all charges for confirmation of CEPBG has to be borne by the bidder.
- BHEL reserves the right to invoke the CEPBG and forfeit the amount in case of any default, failure or neglect on part of supplier in fulfillment of performance of the order, deficiency in supply, services etc. as per Order/ Contract.
- No deviation in submission of CEPBG would be accepted by BHEL. BHEL will reserve the right to reject the offers of the vendors not agreeing to submit CEPBG as per BHEL requirement.

15 GUARANTEE CLAUSE

- Seller/Supplier shall warrant that the stores supplied shall be free from all defects and faults in design & engineering, material, workmanship & manufacture and shall be of the highest grade and consistent with the established and generally accepted standards and in full conformity with the Order/ Contract specifications, drawing or samples, if any.
- Guarantee/ Warranty Period: 60 months from supply completion or 24 months from date of successful erection & commissioning or 12 months from PG test, **whichever is earlier**. BHEL reserves the right to either reject the offer or load the prices for any deviation in Guarantee/Warranty Period. The loading would be done for the purpose of evaluation and would be confirmed prior to price bid opening/RA.
- During this Guarantee/Warranty period vendor should warrant that the facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the ACC supplied and of the work executed. At the end of the defect liability period (Guarantee/Warranty Period), the vendor liability ceases except for latent defects. The vendor's liability for latent defect warranty shall be limited to a period of five (5) years from the end of defect liability period. For the purpose of this clause, the latent defect shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the defect liability period.
- All replacements and repairs during the guarantee/warranty period shall be delivered and completed promptly and satisfactorily within a period of one month or any mutually agreed period from the time of reporting the defect/ loss/ rejection. If the Seller/ Contractor so desires and the Purchaser agrees, subject to import control regulations, the replaced parts can be taken over by Seller/ Contractor or his representative or can be dispatched at Seller/ Contractor's cost. No claim, whatsoever shall be entertained by Purchaser on account of such replaced parts.
- All the replaced and replenished stores shall also be guaranteed as per above clauses.

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- Decision of Purchaser with regard to Seller/ Contractor's liability and the amount involved, if any, payable by Seller/ Contractor under the guarantee shall be final, conclusive and binding.

16 PROJECT MILESTONES & DELIVERY PERIOD

- The project milestones defined in the specifications (as per enclosed Annexure-XV-2 of Specification HE 57070 REV.01) are tentative and as per BHEL requirements. Bidders should submit their offer with the best possible period to meet these milestones. In case the offered milestone period do not meet BHEL requirement, bidders would be given the opportunity to review the offered schedules and the project milestones would be finalized during techno-commercial scrutiny before the placement of the order.
- Initial submission of documents starting with Civil Design is to be made within 1 month of LOI/ Purchase Order. BHEL will approve the documents within 4 weeks of receipt. Any delay in delivery due to delay in submission of documents by the vendor or approval of these documents by BHEL would be attributable on respective accounts. The detailed document schedule submission would be finalized after placement of LOI/ Purchase Order. Bidder will have to strictly comply the time schedule for submission of documents as per time lines stipulated in the Purchase Order and thereof.
- Please quote your delivery completion period in line with the enquiry/NIT lot date. In case it is not possible to meet the lot date, you may quote your best possible delivery completion period in number of weeks from the date of LOI/Purchase Order. The package wise breakup (as per approved BBU) of delivery completion period, Procurement, manufacturing, supply etc. is to be provided after placement of Letter of Intent (LOI)/ Purchase Order.

17 PENALTY FOR LATE DELIVERY

- In case of delay in supply of material beyond the agreed delivery of approved BBU for respective unit, the Penalty for Late Delivery shall be levied @ 0.5% of the respective BBU value per week of delay or part thereof subject to a maximum of 10% of the total value of respective BBU of respective unit.
- Further, in case the supply completion for a particular Unit of ACC is delayed beyond agreed schedule as per approved BBU, the penalty for late delivery would be calculated on total material value of the contract of respective unit @ 0.5% per week of delay or part thereof subject to a maximum of 10% of the total material value of the contract for the respective Unit.
- However, the total penalty for late delivery to be deducted under penalty for late delivery clause will not exceed 10% of the total contract value. This limit will be based on the total material value of the contract.
- For Supplies from outside India, the date of OBL (Original Bill of Lading)/ Air Way Bill (AWB) would be treated as the date of delivery for penalty purposes.
- For Supplies within India, the date of GR (Goods Receipt)/ LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes.

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18 VENDOR/SUB-VENDOR APPROVAL, QUALITY REQUIREMENTS & THIRD PARTY INSPECTION

- Successful bidders shall submit list of sub-vendors for approval of BHEL/ NTPC. A list of major BOI items have been compiled as per enclosed document No. HXE/SK/90345/3 REV.01. Sub-Vendor approval of items specified in this list and any other item (if required) would be required and procurement would be made from customer approved vendors/sub-vendors only. Getting the timely approval of sub-vendors would be the prime responsibility of the bidder. BHEL will only act as facilitator and no implication on this account w.r.t. delivery or financial implication will be entertained by BHEL.
- PROVENNES CRITERIA WOULD BE AS PER ENCLSOED DOCUMENT NO. HXE/SK/90345/1 REV.01.
- The tentative scope of Third Party Inspection is as per ANNEXURE- ACC/OT/QA/QUALITY REQUIREMENTS. The final scope of inspection shall be as per BHEL/customer (NTPC) approved Quality Plan.
- For Indigenous Scope: Pre-Inspection would be done by BHEL/BHEL nominated inspection agency / Customer (NTPC) as per BHEL/ customer (NTPC) approved Quality Plan. The charges for carrying out inspection for indigenous scope of supply would be borne by BHEL, however the co-ordination with the Third Party Inspection Agencies would be the sole responsibility of the bidder. The list of approved Third party Inspection agencies would be provided at the time of contract finalization. At least 15 days' notice period should be provided for arranging Pre-Inspection.
- For Imported Scope: The prices are to be quoted inclusive of Third Party Inspection Charges (By LRS/BVQI/TUV). The scope of inspection for Third Party Inspection Agency would be as per BHEL/ Customer (NTPC) approved Quality Plan. The co-ordination & cost of TPI with the Third Party Inspection Agencies would be the sole responsibility of the bidder.
- BHEL/Customer (NTPC) reserve the right to witness the inspection, for imported scope of supply also (at purchaser's own cost).
- The Test Certificates/Inspection reports will be submitted to BHEL for review and acceptance before dispatch of Material at least 3 weeks prior to scheduled delivery.
- The Material is to be dispatched only after receipt of Material Dispatch Clearance from BHEL.
- Material has to be dispatched within 15 days of issuance of MDCC (Material Dispatch Clearance).

19 PACKING

- Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.
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- In case of shipment by sea, the packing shall be sea-worthy and of international standards.

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- Different types of spares i.e. start-up/ commissioning spares and Mandatory spares are to be packed separately. Mandatory Spares shall not be packed with main equipment but shall be packed separately. Packing of Mandatory Spares should have a Red colour band all around the box/ package and words “MANDATORY SPARES” written in Red colour.
-
- Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate:-
 - a) Packing size.
 - b) Gross weight and net weight of each package.
 - c) Contents of the package with quantity of each item separately.

A copy of draft packing list (with above details) should also be submitted along with the offer.

20 STORAGE INSTRUCTIONS

Successful Bidder shall be required to submit detailed instructions for storage of supplies within three months of date of issue of LOI/ Order/ Contract.

21 INTEGRITY PACT (IP):

- a. IP is a tool to ensure that activities and transactions between the Company and its bidders/Contractors are handled in a fair, transparent and corruption free manner. As of now, following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with approval of CVC to oversee implementation of IP in BHE. For update external monitors please visit our website www.bhel.com:
 - a) Sh. Virendra Bahadur Singh, IPS (Retd.)
Email: vbsinghips@gmail.com
 - b) Sh. Arun Chandra Verma, IPS (Retd.)
Email: acverma1@gmail.com

For update external monitors, please visit our website www.bhel.com
- b. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with Techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be preliminary.
- c. The tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.
Note: No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries etc. on the tender issued. All such Clarifications/issues shall be addressed directly to the tender issuing (procurement) department's officials whose details are mentioned below:
 - a) Ms. Richa Tiwari, Sr. Engineer (PPX-BOI)
Email: richa_t@bhel.in
Ph: +91 1334 284175
 - b) Sh. Amit Kumar Singh, Manager (PPX-BOI)
Email: amitksingh@bhel.in
Ph: +91 1334 281150
4th Floor, Main Administrative Building,
HEEP, BHEL, Haridwar- 249403, Uttarakhand, India.

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22 CONFIDENTIALITY

Bidder shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Purchaser and also of systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalized during the course of execution of order/ contract.

23 DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN BHEL

Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

24 PRE-BID MEETING :

Pre-Bid clarifications & deviations (along with meeting, if required) should be sought within 3 weeks of issue of the enquiry. Bidders to compile all clarifications, if any, preferably in single communication. The clarifications would be provided within 3 days of receipt of queries. However for better clarity of their queries, bidders are advised to have across the table discussions for seeking pre-bid clarifications.

25 PLACEMENT OF PURCHASE ORDER

Purchase Order will be placed on successful bidder as per agreed terms & conditions of this tender along with GISTC and subsequent clarification/ confirmation as agreed between BHEL and Bidder before price bid opening. This will be binding till complete execution of Purchase Order.
The prices will remain fixed and firm till execution of Purchase Order.

26 PREFERENCE TO MAKE IN INDIA:

This is a Global Tender.

For this procurement, the local content to categorize, a supplier as a Class-I local supplier/ Class-II local Supplier/Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), PPP-MII Order No. P-45021/ 2/ 2017-PP (BE-II) dtd. 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by the respective Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

27 RESTRICTIONS UNDER RULE NO. 144 (xi) OF GFRs-2017:

All provisions of order no. F. No. 6/18/2019-PPD dtd. 23/07/2020 of Department of Expenditure (DOE) shall be applicable for this tender enquiry (order copy is available at <https://doe.gov.in/> procurement-policy-divisions). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the GOI has extended lines of credit or in which the GOI is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the competent authority as specified in Annexure-I of the said order of DOE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External Affairs website (<https://www.mea.gov.in/>)

For the purpose of this order, definition of bidder from a country which shares a land border with India shall be same as defined in the Annexure-III of the said order.

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Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of bidder) is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that bidder (.....name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the competent authority shall be also be attached along with offer.

28 REVERSE AUCTION:

BHEL shall be resorting to Reverse Auction (Guidelines as available on [www.bhel.com](http://www.bhel.com/index.php/vender) (<http://www.bhel.com/index.php/vender>)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder/bidders do/does not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

Detailed terms and conditions for RA are enclosed (refer **Annexure-ACC/OT/COMM/RA TERMS**)

29 DECLARATION OF BIDDERS

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.

30 IMPORTANT NOTE

INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY are to be read along with GISTC (for both Foreign & Indian Bidders). A signed & stamped copy of these documents as a token of acceptance is to be submitted along with the offer. In the event of contradiction of terms and conditions mentioned, the order of preference shall be INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY followed by GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry). Deviations (if any) are to be listed separately and in such case, the cost of Withdrawal of technical deviation (if any) along with reason for taking such deviation are to be separately brought out in enclosed **Annexure-ACC/OT/COMM/DEVIATION LIST**

Kindly ensure the timely submission of your offer (by 1345 Hrs IST on the due date) and note that Late Offers shall not be entertained under any circumstances.

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31 LIST OF ENCLOSURES

- i. Pre-Qualification Requirements/ Proveness Criteria (Document No. HXE/SK/90345/1 REV.01)
- ii. Technical Specification HE 57070 REV.01.

32 ADDITIONAL DOCUMENTS:

Following are the additional documents pertaining to this tender. These documents may be obtained separately by requesting at the email IDs mentioned:

- iii. Annexures to Technical Specification mentioned at clause XVII of HE 57070 REV.01.
- iv. Quality Requirements (*ANNEXURE- ACC/OT/QA/QUALITY REQUIREMENTS*).
- v. Sub-Vendor approval List (Document No. HXE/SK/90345/3 REV.01)
- vi. Bid Evaluation Criteria (Document No. HXE/SK/90345/2 REV.01)
- vii. Price Schedule (*Annexure-ACC/OT/COMM/PRICE SCHEDULE*)
- viii. Cost of Withdrawal of Deviation (*Annexure-ACC/OT/COMM/DEVIATION LIST*)
- ix. Terms & Conditions of Reverse Auction (*Annexure-ACC/OT/COMM/RA TERMS*)
- x. GISTC (For Foreign Bidders)
- xi. GISTC (for Indian Bidders)
- xii. Format of Integrity Pact
- xiii. Bank Guarantee Format
- xiv. List of BHEL Consortium Banks
- xv. Draft LC Format

For and on behalf of BHEL, Hardwar

(Amit Varan)
AGM (PPX/BOI)