



BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA

PROJECT	:	2X660 MW TANGEDCO UDANGUDI STAGE-I
PACKAGE	:	CONDENSATE POLISHING UNIT
SUBJECT	:	ADDITIONAL TERMS & CONDITIONS (ATC)

PQR Applicability			
Technical PQR	<input checked="" type="checkbox"/>	Financial PQR	<input checked="" type="checkbox"/>

Bidders to note the following Additional Terms and Conditions for subject tender-

i) Evaluation & Price Break-up: Bidder has to quote the total package price of complete scope, as per technical specification, in GeM. Price break up of total package price shall be provided by bidder in excel sheet (price format) uploaded in GeM.

In case of discrepancy between total package price and price break up, total price quoted on GeM shall prevail and break up shall be corrected accordingly.

Bidder to note the following for preparing the price break up of total package price.

Bidder to refer clause no. 3.0 (Instruction to bidder), GCC BOP for E&C charges (Min E&C Charges shall be 10% instead of 20% as mentioned in GCC BOP), and note of clause no 9.4 (General Commercial Terms & Conditions), GCC BOP for Engineering Design charges.

ii) Payment Terms & Conditions: Provision of offline payment in GeM shall be utilized.

Refer GCC -BOP available on www.pem.bhel.com.

- Engineering Charges: As per clause no. 9.4 of GCTC of GCC BOP
- Main Supply: As per clause no. 9.2.1 of GCTC of GCC BOP.
- Supply of Mandatory Spares: As per clause no. 9.1.1 of GCTC of GCC BOP
- Erection & Commissioning: As per clause no. 9.3 of GCTC of GCC BOP

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

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

iii) Insurance Deductibles and Excess: Following tentative insurance deductibles / excess shall be applicable.



BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA

A. For Marine Cover: Rs 20,000/-

B. For Storage /Erection and Testing Cover:

a. Normal Excess: 5% of the claim amount subject to a minimum of Rs. 2.25 Lakh.

b. Testing Excess: 5% of the claim amount subject to minimum of Rs. 6.0 Lakh.

C. Act of God Perils: - 10% of the claim amount subject to minimum of testing period excess and maximum of Rs 5.0 Crores.

D. Fire / Explosion Claims: 20% of the claim amount subject to minimum of testing period excess

E. Third Party Liability:

a. The policy excesses (normal/testing periods) shall apply for third party liability property damage claims also.

b. For third party liability claims arising out of acts of GOD perils. The excess applicable to AOG claims shall apply.

iv) CIF availability: Not available.

v) Delivery: Delivery schedule for this package shall be as follows.

- **Engineering Completion** - As per Technical Specification.
- **Supply (along with commissioning spares) Completion** - 10 Months from the date of PO.
- **E&C** - 06 Months from the date of availability of fronts for each unit.
- **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.
- **Annual Maintenance Service-** As per Technical Specification.

Note: Above delivery conditions are to be complied by bidder strictly

Delivery on GeM portal shall be selected as 2190 days. Same shall be indicative to suffice the GeM portal requirement.

vi) PVC (Price Variation Clause): PVC shall be applicable as per PVC Sheet. Bidder to refer clause no. 45.0 of GCC BOP (available on www.pem.bhel.com).

vii) Contract Performance Bank Guarantee: Contract Performance Bank Guarantee shall be 03%.

Initial ePBG validity	30 months: - Initial e-PBG validity shall be 38 months from PO date for Main supply (Considering delivery period of 10 months + 18 months guarantee period + 2 months claim period is already mentioned in GTC cl no. 7.ii GeM 4.0 Version 1.7). However, BG will be released only after completion of all contractual liability or guarantee period whichever is later.
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BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA

viii) Quantity Variation Quantity variation shall be +/-10% in line with GCC-BOP. Bidder to refer clause no. 6.0 of General Commercial Terms & Conditions of GCC BOP (available on www.pem.bhel.com).

ix) The cost of travel expenses, boarding and lodging expenses of the inspection have to be borne by the EPC contractor. This includes inspection in India and foreign countries.

Following shall be the conditions for Construction Power and Water in place of s.no-29 of SCC.

Construction Power: -

a. Construction power will be provided to the contractor at one single point within the plant area by BHEL on chargeable basis as per the as per the prevailing rates of TANGEDCO. The present monthly tariff includes Consumption charges, Fixed MD (Maximum demand) charges as applicable per month, Electricity Tax on total amount. The TANGEDCO tariff and tax may vary from time to time.

b. The required digital Energy meter for measuring the consumption and MD shall be provided and installed by the contractor. Any dispute regarding consumption, the BHEL engineer's decision is final. The contractor shall make his own arrangement for further distribution (as required within plant boundary and outside plant boundary) with necessary isolator/Distribution boards/LCB/approved cables observing safety rules laid down by electrical authority of the State / BHEL / TANGEDCO with appropriate statutory requirements etc.

c. Necessary "Capacitor Banks" to improve the Power factor to a minimum of 0.9 shall be provided by the contractor at his cost. Penalty if any levied by customer on this account will be recovered from contractor's bills.

d. Any duty, deposit involved in getting the Electricity shall be borne by the bidder. As regards contractor's office shed also all such expenditure shall be borne by the contractor.

e. As there are bound to be interruptions in regular power supply, power cut/ load shedding in any construction sites, contractor should make his own arrangement for alternative source of power supply through deployment of adequate number of DG sets at their cost during the power breakdown / failure to get urgent and important work to go on without interruptions within the quoted rate.

Construction Water: - Construction Water required for construction purposes to be arranged by the bidder at bidder's cost. The required pumps & accessories, pipes for drawing water from the given point and further distribution will be arranged by the contractor at their cost to go on without interruptions.

x) Bidder to be in agreement with clause no. 1.6 (Instruction to bidders), clause no. 10.0, 12.0, 13.0, 14.0 to 30.0, 34.2, 36.0 to 46.0 of General Commercial Terms and Conditions (GCTC) of GCC BOP (available on www.pem.bhel.com) & SCC of the project.

xi) Miscellaneous Conditions

a) Bidder to note that this is an Open Tender enquiry & PBO/RA participation shall be subject to following condition:

1. Qualifying Technical & Financial Pre-Qualification Requirement.

2. Techno-commercial acceptance of offer by BHEL-PEM.

3. Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder in the format enclosed. Accordingly, bidders are requested to submit credential along with their technical bid.



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PROJECT ENGINEERING MANAGEMENT, NOIDA

The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at www.pem.bhel.com -->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

b) Regarding verification of PQR documents, "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."

c) Bidders will be asked to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dated 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.

d) Due to Covid-19 Pandemic crisis prevailing in the country, BHEL may go for remote inspection for the subject package. Bidders are requested to equipped with the facilities/gadgets as required to smooth conductance for inspection remotely.

e) 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"

f) 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 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.

g) All other terms & conditions shall be as per GeM bid, selected Terms & Conditions from GeM library, GTC on GeM 4.0 Version 1.7 (applicable as on date) and Additional terms and conditions (ATC).



BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA

Technical PQR

	Power Sector – PEM Noida	PROJECT: 2 X 660 MW UDANGUDI PROJECT
	Technical Pre - Qualification Requirements	PACKAGE: CONDENSATE POLISHING UNIT
	(For Open Tender)	DEPARTMENT: - MECHANICAL AUXILIARY
	Sheet 1 of 1	REVISION: - REV. 00


The Bidder is required to meet the Provenness criterion and/ or qualification requirement for condensate polishing unit as per criteria stipulated below:

1.0	<p>The Bidder should have designed, supplied, erected and commissioned at least one (1) Condensate Polishing Plant of mixed bed, deep bed type consisting of service vessel of minimum capacity of 325 M3/hr. The plant shall have external regeneration system, incorporating the same resin separation and regeneration process as proposed by the Bidder for this package. The above plant should have been in successful operation for a period of at least one (1) year as on date of bid opening.</p> <p style="text-align: center;">OR</p> <p>The Bidder who do not meet the qualification requirements stipulated above, may also participate provided the Bidder associates for this bid with an Associate who in turn fully meets the requirements stipulated above.</p> <p>In such a case, the Bidder shall be required to furnish a letter of technical support from Collaborator / Associate for successful performance of Condensate Polishing Plant, as per the format enclosed in Annexure-1. This letter of technical support should be submitted along with scope matrix clearly defining their respective roles including design vetting, manufacturing of critical components, E&C, warrantee/ guarantee etc.</p>
2.0	Bidder has to submit the performance certificate in English from end user/ users along with copy of related Purchase Order (PO)/ Letter of Intent (LOI)/ Letter of award (LOA) or Work order (WO) specifying that the Condensate Polishing Plant is running successfully. Bidder shall submit design documents to substantiate technical parameters specified in PQR
3.0	Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a translation copy of its pertinent passages in English language shall be used for purposes of interpretation of the bid.
4.0	Notwithstanding anything stated above, BHEL/ Customer (end user) reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in overall interest of BHEL/ Customer (end user). Consideration of offer shall be subject to end customer's approval of bidder.

Date of bid opening to determine successful operation of plant shall be considered as the bid opening (original bid opening date without considering any extension) date of this tender i.e. **27.02.2023**.



BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA

	Power Sector – PEM Noida	PROJECT: 2 X 660 MW UDANGUDI PROJECT
	Technical Pre - Qualification Requirements	PACKAGE: CONDENSATE POLISHING UNIT
	(For Open Tender)	DEPARTMENT: - MECHANICAL AUXILIARY
	Sheet 1 of 1	REVISION: - REV. 00

ANNEXURE – I

**LETTER OF SUPPORT FOR SATISFACTORY PERFORMANCE OF CONDENSATE POLISHING UNIT FOR
UDANGUDI PROJECT (2 x 660 MW)**

To:
Tamil Nadu Generation and Distribution Corporation Ltd.
5th floor, TANTRANSCO building, 144, Anna Salai,
Chennai - 600 002

Sub: Letter of Support submitted from..... (name of the Collaborator) undertaking the responsibility for satisfactory performance of Condensate polishing unit.

Dear Sirs,

In accordance with the Award of the Contract by BHEL, PEM, Noida-201301 to M/s..... (name of the vendor), we the aforesaid Technology Provider, (M/s.....) shall be fully responsible for the satisfactory performance of the Condensate Polishing unit of UDANGUDI Project (2 x 660 MW).

Further, the manner of achieving the objective set forth shall be as follows, for condensate polishing Plant (CPP),

1. We shall be fully responsible for design, engineering & commissioning and extending all necessary support for putting into satisfactory operation and carrying out the Guarantee Tests for Condensate polishing plant to the satisfaction of the employer.
2. We shall depute technical experts to Bidder's/ sub-vendor's works for supervision during manufacturing, assembly, inspection, as and when required by employer. We shall participate in site erection, commissioning and final testing (as and when necessary) of the Condensate polishing Plant.
3. We shall participate in Technical Co-ordination meetings (TCMs) from time to time, as and when required by Employer.
4. We shall promptly carry out all the corrective measure and shall promptly provide corrected design and shall undertake replacements, rectifications or modifications to the Condensate Polishing plant as and when required by employer in case the Condensate Polishing plant fails to demonstrate successful performance as per contract at site.
5. We, technology provider does hereby undertake and confirm that this Letter of Technical Support shall be valid shall be valid up to the end of the defect liability period of contract.

Signature of the Authorised Representative:

For M/s
(Collaborator)

Name

Designation


Date.....

Common Seal of the Company



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FINANCIAL PQR

	PRE - QUALIFYING REQUIREMENTS						
ENQUIRY NO:							
PROJECT:	2 x 660 MW Udangudi project						
PACKAGE:	Condensate Polishing Unit						
<p>CRITERIA FOR EVALUATION - FINANCIAL :</p> <table style="width: 100%;"><thead><tr><th></th><th style="text-align: right;">Amount (in Rs.)</th></tr></thead><tbody><tr><td>Average annual financial turnover during the last Three Financial Years should not be less than</td><td style="text-align: right;">3,84,00,000.00</td></tr><tr><td colspan="2">Rs.Three Crore Eighty Four Lakh only</td></tr></tbody></table> <p><u>Notes:-</u></p> <p>a) The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for last three years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below:-</p> <p>i) If the accounts are available for ≤ 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).</p> <p>ii) If the accounts are available for >1 but ≤ 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).</p> <p>iii) If the accounts are available for >2 but ≤ 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).</p> <p>b) Foreign bidder is to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria.</p> <p>c) Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, turnover figure excluding taxes shall be considered.</p> <p>d) For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.</p>			Amount (in Rs.)	Average annual financial turnover during the last Three Financial Years should not be less than	3,84,00,000.00	Rs.Three Crore Eighty Four Lakh only	
	Amount (in Rs.)						
Average annual financial turnover during the last Three Financial Years should not be less than	3,84,00,000.00						
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In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL.

Shri Otem Dai, IAS (Retd.) (iem1@bhel.in)

Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in)

Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)

ATC