



**BHARAT HEAVY ELECTRICALS LIMITED**  
**PROJECT ENGINEERING MANAGEMENT, NOIDA**

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

1. Tender Type	<b>Open Tender (Domestic-Indian)</b>	
2. Package	<b>ELEVATORS</b>	
3. Project	<b>2X500 MW NTPC SIPAT TPS, STAGE-II FGD</b>	
4. End Customer	<b>NTPC</b>	
5. Executing Agency	<b>BHEL-PSWR</b>	
6. Nature of Package (Divisible/Non-Divisible)	<b>Non-Divisible</b>	
7. Technical Scope	As per Technical specification No: PE-TS-491-502-A001  Bidders can also download detailed tender for subject package & project uploaded at <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> and <a href="http://www.bhel.com">www.bhel.com</a> .	
8. Schedule of Pre-Bid Discussion	Based on Bidder's request, Pre-Bid meeting shall be arranged.	
9. PVC	YES	
10. CIF APPLICABLE	NO	
11. QUANTITY VARIATION	AS PER GCC (+/-10%)	
12. REVERSE AUCTION	<b>YES – BID TO RA H1 ELIMINATION</b>	
13. CUSTOMER APPROVAL REQUIRED	YES	
14. Eligibility of Local Supplier as per Make in India Guideline	Only Class I Supplier (with local content 60% and above)	
15. HSE Guideline	YES	
16. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
17. Bidder to note that this is an Open (Domestic-Indian) Tender enquiry & PBO/RA participation shall be subject to following condition:	<p>a. Qualifying Technical &amp; Financial Pre-Qualification Requirement.</p> <p>b. Techno-commercial acceptance of offer by BHEL-PEM.</p> <p>c. 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. Accordingly, bidders are requested to submit credential along with their technical bid.</p> <p>The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> --&gt;vendor section--&gt;online supplier registration. All credentials and/or documents duly signed &amp; stamped related to registration has to be uploaded on the website &amp; submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed &amp; stamped has to be submitted.</p>	
18. Earnest Money Deposit	<p><b>EMD is applicable. EMD amount shall be Rs.60,000.</b></p> <p><b>Modes of deposit: -</b></p> <p>The EMD may be accepted only in the following forms:</p>	



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	<p>i. Electronic Fund Transfer credited in BHEL account (before tender opening) and furnish the details of EFT along with the offer</p> <p>BHEL-PEM account details are as follows:</p> <p>Bank name, State Bank of India  Account No: 39922687394  IFSC: SBIN0017313  BRANCH-CAG II NEW DELHI</p> <p>ii. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer).</p> <p>iii. Fixed Deposit Receipt (FDR)</p> <p>iv. Bank Guarantee from any of the Scheduled Banks.(Format attached)</p> <p>v. Insurance Surety Bonds.</p> <p>The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p><b>Forfeiture of EMD</b></p> <p>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.</p> <p>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 <a href="http://www.bhel.com">www.bhel.com</a>)" and forfeited/ released based on the action as determined under these guidelines.</p> <p>III. 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-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.</p> <p>IV. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.</p> <p>V. EMD shall not carry any interest</p>
19.Performance Security	



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I. Initially 10% of the contract value (total order value excluding 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. Initial validity of performance security shall be 28 months from LOA date (Considering delivery period of 08 months + 18 months guarantee period + 2 months claim period is already mentioned in GTC cl no. 7.ii GeM 3.0). Further, extension if any shall be as per GeM Terms.

**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 from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- c. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- d. 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).
- e. Insurance Surety Bond.

(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)

Performance Security is to be furnished within 14 days from the date of PO/LOA and it 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.

**Forfeiture of Performance Security:**



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	<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>
20. Breach of contract, Remedies and Termination	<p>"In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:</p> <p>(i) Encashment of security instruments like EMD, Performance Security with PEM 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.</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 &amp; 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>
21. Delivery terms for Supply portion	FOR Despatch Station
22. Integrity Pact Applicability -	NO
23. Bidders can also download detailed tender for subject package & project uploaded at <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> and <a href="http://www.bhel.com">www.bhel.com</a> .	
24. 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)	
25. <b>Main Supply (along with commissioning spares)</b> – 08 months from the date of LOA.	
<b>Erection and commissioning</b> - Within 04 months from the date of availability of front. Site front availability will be reckoned as the date when site informs vendor for mobilization of manpower & resources.	
<b>Mandatory Spares</b> – Mandatory Spares and Tools & tackles (if any) are to be delivered	



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along with the last consignment of main supply within the contractual delivery period.

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

Delivery on GeM portal shall be selected as 999 days. Same shall be indicative to suffice the GeM portal requirement.

**26. Payment Terms** - As per GCC BOP Rev-00. Provision of offline payment in GeM shall be utilized.

**27. Evaluation Criteria** - Total Package Price (including freight and taxes)

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 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.

**28. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:**

- i. Amendments to Purchase Order/ Work Order/ Framework Agreement
- ii. Purchase Order/ Work Order/ Framework Agreement
- iii. Letter of intent (LOI)/ Letter of Award (LOA)
- iv. Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions
- v. 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 date
- vii. Enquiry letter along with Buyer specific ATC and annexures except documents listed in point no (vii) to (ix) below
- viii. Technical specifications
- ix. Special Conditions of Contract (SCC)
- x. GeM GTC latest version applicable as on enquiry date.

**29. Insurance Deductibles and Excess:**

For Marine Cover: 0.25% of consignment value subject to minimum INR 20,000 for each and every claim.

For Storage /Erection and Testing Claims: 5% of the claim amount subject to a minimum of INR 750,000.00

Testing Period Claims: 5% of the claim amount subject to a minimum of INR 200,000.00

Act of God Claims: - 10.00 % of the claim amount subject to a minimum of INR 200,000.00

Fire / Explosion Claims: 10.00 % of claim amount subject to minimum of INR 200,000.00



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30. 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.

31. 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](http://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 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](http://www.bhel.com) and/or under applicable legal provisions".

32. 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.





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<p>In case the same found not available, Purchaser has right to reject such document from evaluation.</p>
<p>33. Bidders 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.</p>
<p>34. 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) &amp; hence no relaxation of PQR for start-up/MSME vendors is envisaged for the items/Package"</p>
<p>35. Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law &amp; 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.</p>
<p>36. 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</p>
<p>37. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they have controlling partner (s) in common;' or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:</p> <p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>2. Indian/foreign agent on behalf of only one principal,'</p> <p>or</p> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar</p>



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restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

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

Bidders can also download detailed HSE Plan Rev-02 [www.pem.bhel.com](http://www.pem.bhel.com) and [www.bhel.com](http://www.bhel.com).

39. Bidder to quote non-zero freight %.

40. "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."

41. 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.

**42. Bidder to agree with all the clauses except (clause no-6.0 to 9.0, 13.0, 15.0 & 25.0 of ITB of GCC-BOP, 11.0 & 27.0 of GCTC of GCC-BOP) of GCC BOP (available on [www.pem.bhel.com](http://www.pem.bhel.com)) & SCC Rev-02 of the project.**

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

**Rekha kumari/MGR-BOP**  
M/s Bharat Heavy Electricals Ltd.,  
Project Engineering Management,  
Power Project Engineering Institute,  
HRD & ESI Complex,  
Plot No 25, Sector-16 A, Noida-201301  
E-MAIL: [rekhakumari@bhel.in](mailto:rekhakumari@bhel.in)  
Ph. No. 09811398690

**Vinod Kumar/Sr. DGM-BOP & SDC**  
M/s Bharat Heavy Electricals Ltd.,  
Project Engineering Management,  
Power Project Engineering Institute,  
HRD & ESI Complex,  
Plot No 25, Sector-16 A, Noida-201301  
E-MAIL: [vinod.kumar@bhel.in](mailto:vinod.kumar@bhel.in)  
Ph. No. 9873711252





**BHARAT HEAVY ELECTRICALS LIMITED**  
**PROJECT ENGINEERING MANAGEMENT, NOIDA**

**Certification regarding local content**

**Letter head of CA/ Statutory auditor / Cost auditor**

Ref: .....

Date: .....

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building, Plot No 25,  
Sector -16A, Noida (U.P)-201301

**Subject: - Certification regarding local content**

Reference: Tender Enquiry No-.....

Name of Package: .....

Dear Sir,

We hereby certify that items of ..... (package name) for.....(Project Name) offered by M/s .....(bidder's name) having its works/office at ..... has local content of .....%.

Further, it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017- revision, having ref. no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 & 16.09.2020 and M/s ..... qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.

Details of the location(s) at which the local value addition-

Thanking You,

For (CA/Cost Firm Name with FRN & Seal)

Chartered/Cost Accountants

(name of Member)

(Membership no.)



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(UDIN no.)

**Company Letter head**

Ref: .....

Date: .....

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building, Plot No 25,  
Sector -16A, Noida (U.P)-201301

**Subject: - Certification regarding local content**

Reference: Tender Enquiry No-.....

Name of Package: .....

Dear Sir,

We hereby certify that items of ..... (package name) for.....(Project Name) offered by M/s .....(bidder's name) having its works/office at ..... has local content of .....%.

Further, it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017- revision, having ref. no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 & 16.09.2020 and M/s ..... qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.

Thanking You,

(AUTHORISED SIGNATORY)



**BHARAT HEAVY ELECTRICALS LIMITED**  
**PROJECT ENGINEERING MANAGEMENT, NOIDA**

**Certification regarding land border**

**To be given on Letter head of Bidder**

Ref: .....

Date: .....

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building,  
Plot No 25, Sector -16A  
Noida (U.P)-201301

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)



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**BANK GUARANTEE FOR EMD**

Bank Guarantee No: \_\_\_\_\_

Date: \_\_\_\_\_

To,

Name & Addresses of The Beneficiary

Dear Sirs,

Beneficiary: Noida Account no. - 39922687394 IFSC Code- SBIN0017313 Branch- CAG II New Delhi (BHEL PEM Noida) (hereinafter referred to as Beneficiary / Government) Date: ..... [Insert date of issue of BG](To be insert by issuing bank) ..... Bank Guarantee No.: ..... [Insert guarantee number].....(To be insert by issuing bank)..... Bank Guarantee Amount: .....(BG Amount)..... Bid / RA No.: .....(GeM Bid No.)..... EMD Applicant / Bidder: .....NAME AND ADDRESS OF THE VENDOR / CONTRACTOR / SUPPLIER..... Guarantor: ..... [Insert name and address of the issuing Bank] .....(To be insert by issuing bank).....

Whereas Applicant / Bidder is willing to submit its bid against above referred Bid / RA by the Beneficiary on behalf of President of India/Governor of State/Chairman, CMD, Secretary, Commissioner etc. of Central/State PSUs/Departments for the supply of Goods and / or Services and as per Bid / RA conditions, Applicant is required to submit a Bank Guarantee as EMD.

At the request of the Applicant, we as 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 INR ..... (BG AMOUNT IN FIGURES AND WORDS).....(in words Indian Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.



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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 INR \_\_\_\_\_(BG AMOUNT IN FIGURES AND WORDS)\_\_\_\_\_.

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.

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 up to and including.....(BG AMOUNT IN FIGURES AND WORDS)..... 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 .....(DATE OF EXPIRY OF CLAIM PERIOD)..... 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:



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- a) The liability of the Bank under this Guarantee shall not exceed..... (BG AMOUNT IN FIGURES AND WORDS ).....
- b) This Guarantee shall be valid up to .....
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_ (DATE OF EXPIRY OF CLAIM PERIOD) \_\_\_\_\_ 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.....



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	<b>PACKAGE: ELEVATORS</b>	DOC NO. PE-PQ-491-502-A001	
	<b>PROJECT: 2X500 MW NTPC SIPAT TPS STAGE-II FGD</b>	DATE	JAN 2024
	<b>PRE-QUALIFICATION REQUIREMENT</b>	REV NO.	00

1.0	Supplier should have capabilities for designing, manufacturing and testing of Elevator with minimum capacity 680 KG.
2.0	The supplier has to submit the following supporting documents meeting above mentioned pre-qualifying requirement. Copy of minimum one (1) performance certificate in English from end user specifying that the product/ equipment is running successfully for one (1) year from date of commissioning along with copy of related Purchase Order (PO) or letter of intent (LOI) or letter of award (LOA) or work order (WO).
3.0	Bidder shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/purchase order.
4.0	Minimum one (1) no. Purchase order shall be submitted which should not be more than seven (7) years old as on date of bid submission, for establishing continuity in business. This is over and above the requirement of PO mentioned of PQR clause at Sl. No. 2.0 above.
5.0	Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.
6.0	Notwithstanding anything stated above, BHEL/ Customer reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL / Customer.
7.0	Consideration of offer shall be subject to customer's approval of bidder/s.
8.0	After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.





## PRE - QUALIFYING REQUIREMENTS

ENQUIRY NO:

PROJECT:

2X500MW NTPC SIPAT TPS

PACKAGE:

Elevator

### CRITERIA FOR EVALUATION - FINANCIAL :

	Amount (in Rs.)
Average annual financial turnover during the last Three Financial Years should not be less than Rs. Seventeen Lakh only	17,00,000.00

#### Notes:-

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:-

i) If the accounts are available for  $\leq 1$  Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).

ii) If the accounts are available for  $>1$  but  $\leq 2$  Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).

iii) If the accounts are available for  $>2$  but  $\leq 3$  Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).

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.

c) Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, turnover figure excluding taxes shall be considered.

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.

## **PRICE ADJUSTMENT FORMULA FOR 'ELEVATORS'**

### **A. FOR SUPPLY PORTION AND MANDATORY SPARES**

- (1) The price adjustment formula is defined for price components related to Main Supply package and Mandatory spares.
- (2) The amount of price adjustment shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \{F + a \times A_1 / A_0 + L_b \times L_1 / L_0\}$$

Where,

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA/ PO.

(i) 'F' shall be fixed portion of the Ex-Works supply Price and shall be considered as 0.15.

(ii) 'a' shall be co-efficient which shall be considered as 0.6

(iii) A shall be Wholesale Price Index for "Manufacture of other fabricated metal products" as published in RBI Bulletin, Sl.no. 1.3.15.6. Base: 2011-12 = 100

(iv) 'L<sub>b</sub>' shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.25

(v) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(vi) For the indices,

Subscript '0' refers to indices of the Base Month which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month before the month in which delivery is required to be made as per the Purchase Order or its amendments issued. The latest available indices are to be extrapolated to the above defined month wrt the base month.

Source link of RBI bulletin: [https://rbi.org.in/Scripts/BS\\_ViewBulletin.aspx](https://rbi.org.in/Scripts/BS_ViewBulletin.aspx)

#### **Note:**

1) PVC shall be applicable only beyond original overall completion schedule as per LOA. PVC shall be applicable only if the delay is not attributable to contractor/ vendor. However even if the delay is attributable to vendor then also the negative price variation shall be passed on to BHEL.

2) Total/Net price variation of package shall be calculated and settled at the end of all required supplies of the package and shall be limited to (+) 10% of Total Ex-Works Supply Price and Mandatory spares.

## **PRICE ADJUSTMENT FORMULA FOR 'ELEVATORS'**

### **B. 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:

$$ER1 = ER0 (0.15 + L_b \times (L1/ L_0))$$

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.

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 E&C completion schedule as per LOA. PVC shall be applicable only if the delay is not attributable to Contractor/ Supplier. However, even if the delay is attributable to Supplier, 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).

These Conditions shall be read and construed along with General Conditions of Contract (GCC) rev.07 dated 10.01.2020 to be enclosed along with the tender enquiry. In case of any conflict or inconsistency, the conditions given in SCC shall prevail over the GCC.

Sl No.	Title	Description
1.	Project Name	2X500 MW NTPC SIPAT TPS, STAGE-II – FGD
2.	Nature of project & Type of Bidding	Competitive Bidding
3.	Customer Order Ref No	CS-9545-109(6)-9-SCNOA-7037 dated 06.10.2021 for Service Contract CS-9545-109(6)-9-FCNOA-7036 dated 06.10.2021 for Supply Contract
4.	BHEL's Customer	NTPC
5.	<b>NTPC Sipat</b>	<b>22AAACN0255D4Z5</b>
6.	Customer Consultants	No consultant
7.	Consignee Address (Bill To)	For supply package: BHEL, Power Sector-Project Engineering Management, Power Project Engineering Institute, Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301. GSTIN: 09AAACB4146P2ZC  For turnkey packages (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSWR): Construction Manager, BHEL site office, <b>2x500 MW Sipat FGD, STG-II</b> <b>P.O. Ujjwal Nagar, Sipat,</b> <b>Distirct – Bilaspur,</b> <b>Chhatisgarh - 495555</b> BHEL GSTIN No.- <b>22AAACB4146P1ZP</b>
8.	Delivery Address (Ship To)	Construction Manager, BHEL site office, <b>2x500 MW Sipat FGD, STG-II</b> <b>P.O. Ujjwal Nagar, Sipat,</b> <b>Distirct – Bilaspur,</b> <b>Chhatisgarh - 495555</b>
9.	BHEL Site Office Address	Construction Manager, BHEL site office, <b>2x500 MW Sipat FGD, STG-II</b> <b>P.O. Ujjwal Nagar, Sipat,</b> <b>Distirct – Bilaspur,</b> <b>Chhatisgarh - 495555</b>
10.	Location of Plant	The site is located east of the Kurung left bank canal and is bounded by villages Rank, Kaudia and Janji in the Bilaspur district of Chhattisgarh. It is in between latitudes 22o05' & 22o09' North and longitudes 82o 16' & 82o 18' East. The site is approx. 20 kms. from Bilaspur city and is approachable via the Bilaspur - Sipat state highway which takes off to the North-East from Bilaspur City. The nearest railway station is Jairamnagar on the Nagpur-Raipur-Calcutta mainline. Raipur, which is approximately 140 kms. from the site is the nearest commercial airport.
11.	Mode of Dispatch	For indigenous supplies: By Road on door delivery and freight pre-paid basis. For imported supplies: On C&F basis
12.	BHEL GSTIN Details	For supply packages: BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC For Turnkey packages: BHEL GSTIN No.- <b>22AAACB4146P1ZP</b>

13.	Transit Insurance	<p>In BHEL Scope.</p> <p>For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office:</p> <ul style="list-style-type: none"> <li>(i) Policy No.</li> <li>(ii) Consignee Name.</li> <li>(iii) Consignment Details (items with their weights and value (in INR).</li> <li>(iv) Project Name and P.O. No.</li> <li>(v) LR No. and date, Dispatch origin and destination details, Invoice No.</li> </ul> <p>Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in PO.</p>
14.	Dispatch intimation	<p>Yes, in writing, not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to:</p> <p>BHEL Site office (address as mentioned at Sl. No. 9)  BHEL PEM Noida (address as mentioned in NIT for PO issued by PEM)  BHEL PSWR Nagpur (For PO Issued by BHEL PSWR)</p>
15.	Document required for Vendor's payment.	<p>For claiming the payment, documents as mentioned in GCC rev 07 shall be submitted by vendor to BHEL.</p> <p><b>Packing List</b> must comply to Clause No. 19.3 of General Commercial Terms &amp; Conditions of GCC rev.07. Description of items in packing list shall be as per PO such that proper correlation between PO &amp; packing list must be furnished.</p> <p>Soft copy of documents for claiming payment shall be submitted by vendor as advance copy.</p>
16.	Buyer and Paying Authority	<p>For packages where PEM will issue the Purchase Order: <b>BHEL PEM</b> will be the paying authority. For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by <b>BHEL PSWR</b>, 2X500 MW NTPC SIPAT TPS, STAGE-II – FGD (LOT-6). <b>BHEL Site will be the paying Authority.</b></p>
17.	Demurrage charges	<p>Demurrage charges shall be paid by supplier/ vendor only. No claim shall be acceptable to BHEL in this regard.</p>
18.	Unloading, Storage & Movement of material at site	<p>a.) By BHEL site office for supply packages (where only supply is in vendor's scope).  b.) By vendors for Turnkey (where Supply and E&amp;C is in vendor scope)</p> <p><b>Note:</b> The Supplier shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL Site Contractor. Please note that unloading of materials at Site shall sometimes may take 3-4 days. As such, transporters to be advised suitably before dispatch of materials in this regards. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in sl. no. 14 above is solicited</p>
19.	Concessional custom duty against Essentiality certificate (EC)	<p>The project has been qualified through Project Import route. Accordingly, the benefits applicable to PI project would be granted for this project. In this regard applicable documents such as Essentiality certificate will be issued by NTPC (ultimate customer). Under this, Concessional rate of Customs Duty shall be applicable on the Import Contents of the supplier respectively. Based on the above EC, Customs Duty Benefits will be passed on to the vendor. The Bidder to indicate the Import contents i.e. list of the item, Currency of Import and Country of Import including CIF value in their offers. BHEL shall inform, the availability of CIF value for a particular package, if any, at the time of NIT. The benefits availed in Concessional Customs Duty must be passed on to BHEL in their offer.</p> <p>Vendor shall inform BHEL and provide the necessary documents to obtain required certificates from BHEL to avail exemption. Obtaining custom duty benefit in line with the Essentiality Certificate issued shall be in vendor's scope.</p>
20.	Taxes & Duties (For Domestic Vendor)	<p>As per General Conditions of Contract (GCC rev 07)</p>
21.	Taxes & Duties (For Order Directly to Foreign Bidders)	<p>In case of foreign vendors, quoted prices &amp; Dispatches shall be on C &amp; F Indian (Mumbai) port basis and the Taxes &amp; duties in the country of dispatch shall be borne by Foreign vendor. All the Taxes &amp; duties and other charges applicable in India shall be borne by BHEL-PEM for the direct order placed by PEM to the foreign bidder and by BHEL-PSWR for the orders placed by PSWR.</p>
22.	Inspection Agency	<p>Inspection of packages shall be carried out by agency as per below Inspection category of packages:</p> <ul style="list-style-type: none"> <li>1) Cat-I: Inspection shall be done jointly or separately by NTPC and BHEL or BHEL's TPIA</li> <li>2) Cat-II: Inspection shall be done by BHEL only.</li> </ul>

*Handwritten signature and date: 08/08/22*

		<p>3) Cat-III: Certificate of Compliance shall be furnished by Vendor.</p> <p>Note: Please note, for Cat I &amp; II items BHEL reserve the right to carry inspection by themselves or through nominated third party inspection agency (TPIA). Third party inspection agency, if any, shall be informed after award of contract.</p>
23.	Inspection procedure	<p><u>For Domestic supplies</u></p> <p>Please refer clause no. 14.0 of GCC Rev 07. Vendor to furnish photographs pertaining to packing of materials before despatch. MDCC shall be issued on the basis of clear inspection reports.</p> <p><u>For Foreign supplies</u></p> <p>In case of Foreign supplies, if NTPC approved 3rd party inspection agency does not participate in the inspection, test certificates &amp; inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by BHEL PEM and then, sent to NTPC for clearance. Vendor to furnish photographs pertaining to packing of materials before despatch. The dispatch clearance (MDCC) by NTPC/ BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates.</p>
24.	Material Dispatch Clearance Certificate (MDCC) Issuing Agency	<p><b>For Cat-I item</b>, MDCC shall be issued by NTPC and it's the responsibility of vendor to arrange MDCC from them and furnish <b>original MDCC to BHEL</b>.</p> <p><b>For Cat- II &amp; Cat-III items</b>, MDCC shall be issued by BHEL However, the vendor shall furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of NTPC MDCC by BHEL.</p>
25.	Submission of Final Drgs/Docs alongwith O&M Manual, Type Test Certificates (if any)	<p><u>No. of O&amp;M Manuals</u></p> <p>As per GCC rev.07/ Technical Specification/Kick-off meeting.</p> <p>If not specified anywhere, Vendor to submit final approved O&amp;M Manual in 12 Hard copies and 4 No of CD ROMs/DVDs/Pen drive.</p>

	Prepared by	Checked by	Reviewed by	Approved by
Name	Manisha Gupta	Rajeev Lalwani	Rajeev Lalwani	Rajeev Tiwari
Designation	Manager/ PG III	Sr. Manager/ PG III	Sr. Manager/ PG III	AGM & DH/ PG III
Signature				