



BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING MANAGEMENT, NOIDA

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

1. Tender Type	Open Tender (Domestic-Indian)	
2. Package	HVAC FOR FGD	
3. Project	4X270MW TSGENCO MANUGURU TPS· MOEF NORMS	
4. End Customer	TSGENCO	
5. Executing Agency	BHEL-PSWR	
6. Nature of Package (Divisible/Non-Divisible)	Non-Divisible	
7. Technical Scope	As per Technical specification No: PE-TS-440-571-13000-A-A001 (REV 00) APRIL 2024	
8. Pre-Bid clarifications	Bidders to contact BHEL-PEM (over phone/mail/visit-BHEL-PEM) for any clarification (technical or commercial) at least 05 days before due date of tender opening & get it clarified well before due date so that offers by the bidders may be submitted within due date & time.	
9. Schedule of Pre-Bid Meeting	Pre - Bid meeting may be conducted, if required, and the same shall be communicated through corrigenda for this tender enquiry before technical bid opening.	
10. PVC	Applicable Please refer PVC Annexure enclosed in GeM bid	
11. CIF APPLICABLE	NO	
12. QUANTITY VARIATION	AS PER GCC BOP (+/-30%)	
13. REVERSE AUCTION	YES – BID TO RA H1 ELIMINATION	
14. CUSTOMER APPROVAL REQUIRED	YES	
15. Eligibility of Local Supplier as per Make in India Guideline	Only Class I Supplier (with local content 60% and above)	
16. HSE Guideline	Applicable.	
17. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
18. Delivery terms for Supply portion	FOR Despatch Station	
19. Bid Security/ Earnest Money Deposit (EMD)	EMD is applicable. EMD amount shall be Rs. 6 Lakhs. EMD is to be submitted by the all bidders along with their bids (exemption from EMD shall be as GeM GTC) Modes of deposit The EMD may be accepted only in the following forms: i) Electronic Fund Transfer credited in BHEL account (before tender opening) BHEL-PEM account details are as follows: Bank name, State Bank of India	



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Account No: 39922687394

IFSC: SBIN0017313

BRANCH-CAG II NEW DELHI

Scanned copy of the transaction receipt to be uploaded under Part-I bid.

ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL-PEM, Noida (along with the offer).

iii) Fixed Deposit Receipt (FDR)

iv) Bank Guarantee from any of the Scheduled Banks (refer Annexure A along with GeM Bid/NIT for BG Format)

v) Insurance Surety Bonds.

Validity period of EMD

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

EMD shall not carry any interest.

Forfeiture of EMD

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

Return of EMD

- I. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.



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	<p>II. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.</p>
20. Performance Security (PS)	<p>I. Initially 10% of the contract value (total order value in case of GeM POs excluding PVC/total Ex-works price in case of outside GeM POs excluding PVC). However, 5% of the contract value (as above) will be released after completion of Main Supply based on certification by Project Group/Purchaser. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.</p> <p>OR</p> <p>II. 5% of the contract value (total order value in case of GeM POs excluding PVC/total Ex-works price in case of outside GeM POs 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 Project Group/Purchaser. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.</p> <p>Validity of PS</p> <p>Initial validity of performance security shall be 25 months from LOA date. Considering delivery period of 5 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.</p> <p>Further, extension if any shall be as per GeM Terms</p> <p>Modes of deposit</p> <p>Performance security may be furnished in the following forms:</p> <p>a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>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.</p>



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- 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.

Remarks for PS

- a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.
- 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.

The Performance Security shall not carry any interest.



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21. 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 executing agency (PS-Regions/PEM as applicable) 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 executing agency (PS-Regions/PEM as applicable)</p> <p>(iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL</p> <p>(iv) if recovery is not possible then legal remedies shall be pursued</p> <p>The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
22. Integrity Pact Applicability -	YES
23. Bidders can to download detailed technical specification number- PE-TS-440-571-13000-A-A001 (REV 00) APRIL 2024 at www.pem.bhel.com and www.bhel.com	
<ul style="list-style-type: none">Bidders are requested to refer clause no 26.0 (Make in India) of GCC-BOP. <p>“For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non Local supplier and purchase preference to Class I local supplier is as defined in Public Procurement (Preference to Make India), Order 2017 dated 16.09.2020 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.”</p> <p>This package is not divisible in nature. The margin of purchase preference shall be as per order dtd. 16.09.2020. For this tender, offer from only class-1 local suppliers (meeting minimum 60% local content requirement) shall be considered.</p> <p>Bidders are required to provide the following along with the part-1 bid:</p> <ul style="list-style-type: none">Provide a certificate (in line with attached draft) giving the percentage of local content.Provide the details of the location(s) at which the local value addition shall be made.	
24. MSE Purchase preference:	Purchase preference would be applicable to MSE bidders as per GOI circular (No. F.1/4/2021-PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications.



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25. Please furnish land border certificate as per enclosed format duly signed and stamped by Director or Company Secretary or authorised person by Board of the Company.

26. 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)

27. Delivery Schedule shall be as follows-

- Main Supply: Five (05) months from the date of LOA.
- Mandatory Spares: to be delivered along with the last consignment of main supply within the contractual delivery period.
- E&C: Within Four (04) months from the date of availability of front at site.
- O&M Services: Personnel for Maintenance Services shall be deputed within 10 days of intimation.

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.

28. **Payment Terms – As per GCC BOP.**

Provision of offline payment in GeM shall be utilized.

29. **Guarantee Period : As per GCC BOP**

30. Construction Power and Water shall be as per SCC.

31. 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.

32. **In case of single qualified bid, price bid of single qualified bidder shall be opened.**

33. 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.

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

1. Insurance Deductibles and Excess:



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Deductibles/ Excess: Following Deductibles/ EXCESS may be considered.

For Marine Cover: a. Rs. 20,000/- (for Consignments upto Rs.100 crores)

b. 0.25% of Consignment value subject to minimum of Rs. 20,000/- (for Consignments above Rs.100 crores)

For Storage /Erection and Testing Cover:

a. Normal Period: 5 % of the claim amount subject to a minimum of Rs. 0.75 Lakh.

b. Testing Period: 5% of the claim amount subject to minimum of Rs. 2.0 Lakh.

Act of God Perils: - 10% of the claim amount subject to a maximum of Rs. 5 Crs. Per event and minimum of Testing period excess

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

Extended Maintenance Cover/ Defect Liability Cover: As applicable for testing period excess.

Third Party Liability: The policy excesses (normal/testing periods) shall apply for third party liability property damage claims also. For third party liability claims arising out of acts of GOD perils, the excess applicable to AOG claims shall apply.

The above-mentioned insurance deductibles/excess are tentative in nature and may change after award of contract which will be applicable within quoted price.

2. 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.

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

a. Qualifying Technical & Financial Pre-Qualification Requirement.

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

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.



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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.

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

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

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

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit 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 and/or under applicable legal provisions”.

5. 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.



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6. 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.
7. 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"
8. 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.
9. 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
10. 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:
 - a) they have controlling partner (s) in common;' or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - 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
 - 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
 - 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:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal,'or
 - 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
 - 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 restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "




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11. Bidder to quote non-zero freight %.
12. BOCW shall be reimbursed on documentary evidence, if applicable
13. "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."
14. 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) & SCC Rev-04 of the project.
15. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Vinod Kumar / SDGM, 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: vinod.kumar@bhel.in	Nitin Kumar / Manager– 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: nitin.kumar@bhel.in Ph. No. 0120-6748329	
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BHEL-PEM-MAUX
PRE-QUALIFICATION CRITERIA

	PACKAGE: HVAC FOR FGD STANDARD PQR PROJECT: 4X270 MW BHADRADRI TPS (FGD SYSTEM PACKAGE) PRE-QUALIFICATION REQUIREMENT		PE-PQ-440-(571-13000-A)-A001	
			DATE	12/04/2024
			REV NO	00

1.	<p>Supplier should have designed, supplied, erected and commissioned at least one (1) number of either of the following systems: -</p> <ul style="list-style-type: none"> AC system: - Minimum installed capacity of AC system shall be 30 TR (Chiller/Precision package AC/Condensing unit/Package AC/ Ductable Split AC) along with associated ducting work etc. for complete Air Conditioning System . <p style="text-align: center;">or</p> <ul style="list-style-type: none"> Ventilation System: - Minimum installed capacity of single UAF / Air Washer / Fan Filtration (With Centrifugal Fan) unit shall be 50,000 CMH along with associated ducting work etc. for complete Ventilation system.
2.	<p>The supplier has to submit following supporting documents meeting above mentioned pre-qualifying requirement.</p> <p>Copy of minimum one(1) performance certificate (in English) from end user along with copy of related Purchase Order (PO) or Letter of Intent(LOI) or letter of Award(LOA) or Work Order (WO) specifying that the product is running successfully for one (1) year from date of commissioning as on date of bid opening in support of PQR clause at S. No. 1.0 above.</p>
3.	<p>Bidder shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate / purchase order.</p>
4.	<p>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.</p>
5.	<p>Notwithstanding anything stated above, CUSTOMER/BHEL 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 the Employer.</p>
6.	<p>BHEL shall evaluate and qualify the bidders for this tender based on their performance in previously awarded jobs as per attached Annexure A.</p>
7.	<p>Consideration of offer shall be subject to customer's approval of bidders, if applicable.</p>
8.	<p>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.</p>
9.	<p>The bidder shall meet PQR based on its own credentials. Bid from joint venture (JV) company / Consortium bid is not acceptable.</p>

Assessment of bidder wrt performance feedback from current projects under execution by PS- Region concerned

Name of Supplier:

Reference project & Enquiry details:

Packages quoted for:

Project Name for which assessment done

Sl. No.	Area of Assessment	Particulars for evaluation	Maximum marks	Qualifying marks	Marks awarded
1	Material supply		40	20	0
1a	Package Name	Whether agency has supplied the material within given contractual period. Supply 100% - 30 marks 75% - 20 marks 50% - 15 marks	30	15	
1b		Assesment of Qualitative ability of agency to follow the approved documents/ BHEL procedures / guidelines for material inspections/ inspection call/ MDCC request / Dispatch documentation.	10	5	
2	Execution Capabilities		60	40	0
2a	Package Name	Whether agency has engaged competent graduate engineer as site incharge and other supervisors/ manpowers to handle site execution.	10	10	
2b		Agency has made at least one no. office shed/container and one no. storage shed/ container.	10	5	
2c		Vendor involvement/ behaviour/ engagement during E&C at site and initiative to resolve of interface issues.	5	2	
2d		Quality of erection drawings and BOQ availability .	5	3	
2e		Agency efforts & inclination on implementation of HSE, Safety and quality during excution of system.	10	5	
2f		Whether agency has made the system ready before corresponding project milestone requirement.	20	15	
	Grand Total		100	60	

Note: 1. Performance feedback for each project under execution of respective PS-Region will be considered for evaluation.

2. The bidder will have to qualify in each project individually.

BHEL Region representative (Projects)

BHEL Region GM/Head (Projects)

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)

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: 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 an 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-

Yours very truly

..... (Signing Authority Name & Sign)

..... (Firm Name)

Company Stamp

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.

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:

- 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.....





SPECIAL CONDITIONS OF CONTRACT (REV 04)
FOR 4 X 270 MW BHADRADRI TPS

These Conditions shall be read in conjunction with General Condition of Contract (GCC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC and its corrigendum, if any.

1.0	Project Name		4X270 MW TSGENCO BHADRADRI TPS
2.0	Ultimate Customer		TSGENCO 4 X 270MW Bhadradri TPS Manuguru Mandal, Khammam(dist.) - 507117, Telangana (State)
3.0	Delivery Address (Ship To)		Construction Manager, Bharat Heavy Electrical Limited site office, BTPS Manuguru, Khammam District, Telangana - 507117
4.0	Location of Plant		The distance from Manuguru to Major cities in state: Hyderabad-345KM, Warangal-180km, Bhadrachalam-38km, Kothagudem-70km and Khammam-130km, Vijayawada-195km. Village: RAMANUJAVARAM District: KHAMMAM State : TELANGANA, Nearest Airport: The nearest airport is Vijayawada Airport but the most used airport is the Hyderabad International Airport. Nearest Railway Station: Manuguru railway station is 10KM from nearby town. However Warangal/Vijaywada railway Station is major railway station near to Manuguru.
5.0	Consignee Address (Bill To)		BHEL, POWER SECTOR - PROJECT ENGINEERING MANAGEMENT, POWER PROJECT ENGINEERING INSTITUTE, PLOT NO.25, SECTOR-16A, NOIDA-201301 STATE - UTTAR PRADESH




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SPECIAL CONDITIONS OF CONTRACT (REV 04)
FOR 4 X 270 MW BHADRADRI TPS

	Notes:	<ol style="list-style-type: none"> 1. Consignee address (Bill To) in Invoice & LR should be strictly as per Sl. No. 05. Place of supply along with name of state to be clearly indicated by vendor in invoice. 2. Delivery address (Ship To) in Invoice and LR should be as per Sl. No. 03. 3. Invoice should clearly specify "Billing from" and "Shipping from" addresses. 4. Vendor to note that to effect "Sale in Transit", BHEL shall issue "Delivery Order" to the Transporter for transferring the ownership from BHEL to customer (TSGENCO). 5. It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement. <p>Delivery Order shall be carried by transporter along with other dispatch documents.</p>
6.0	Buyer and Paying Authority 	Packages for which PO is placed by BHEL-PSWR & LOA is issued by BHEL-PEM - Buyer and Paying Authority shall be <u>BHEL-PSWR</u> .
7.0	Mode of Dispatch	By Road/Rail/Sea on Door Delivery and freight Pre-Paid Basis.
8.0	Road Permit / E-waybill 	To be arranged by Supplier, if required
9.0	Transit Insurance	In BHEL Scope. Vendor shall inform the following details of dispatches to the Underwriter (refer details below) under intimation to BHEL-PEM and BHEL Site office: <ol style="list-style-type: none"> (1) Policy No. (2) Consignee Name. (3) Consignment Details (items with their weights and value (in INR)). (4) Project Name and P.O. No. (5) LR No. and date, Despatch origin and destination details, Inv. No.
	Policy No.	500300/21/15/02/00000031 (Marine policy) 500300/44/15/04/40000014 (SCE Policy no)


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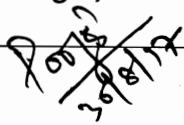
SPECIAL CONDITIONS OF CONTRACT (REV 04)
FOR 4 X 270 MW BHADRADRI TPS

	Name of the insurance company details:	Mr. Ashim Mukherjee (CRM) United India Insurance Co. Ltd (UIIC) (A company wholly owned by Govt. of India) D-24 & E-25, 2nd Floor, Himalaya House, 23, KG Marg, New Delhi, Pin - 110001. Mb. No. 09899720652, Telephone no.: 01123318077, 41521760 E-mail id: (akmukherjee@uiic.co.in , corpcelldel@uiic.co.in)
10.0	GST Registration No. 	BHEL-PEM: 09AAACB4146P2ZC
11.0	Customer GST & PAN Nos.	TSGENCO GST REGN NO. - 36AAFCT0257Q3ZT  PAN No. - AAFCT0257Q
12.0 	Unloading, Storage and Movement of Material within Site	<ul style="list-style-type: none"> - By BHEL site office for Supply packages. (The Vendor shall furnish LR wise Gross Wt. and net weight of the consignment in attached format annex-II for the purpose of handling the consignment by BHEL site loading/unloading contractor). - By Vendor for Turnkey i.e. Supply and Erection & Commissioning Packages.
13.0	Provision of facilities at Site (Applicable for Turnkey Packages)	<p>Construction Power: it will be provided at one point of plant boundary free of cost.</p> <p>Construction Water: it will be provided at one point of plant boundary free of cost.</p>
14.0	Inspection Agency (Domestic & Imported supply supplies)	Later


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SPECIAL CONDITIONS OF CONTRACT (REV 04)
FOR 4 X 270 MW BHADRADRI TPS

15.0	<p>Dispatch Documents required (to be furnished by Vendor for payment)</p> <p></p>	<p>Vendor to furnish the scanned copy of dispatch documents immediately on the date of dispatch for billing at BHEL end.</p> <p>For materials originating from non-Indian Territory</p> <p>(a). Three (3) original and Three (3) copies of clean bill of lading or One (1) clean original Airway Bill & Three (3) copies, in case of air freight.</p> <p>(b). One (1) original and Three (3) copies of signed Invoices</p> <p>(c). One (1) original and Three (3) copies of Packing List (clearly showing number of packages, gross weight and net weight).</p> <p>(d). Three (3) copies of certificate of country of origin.</p> <p>(e). Copy of Customer/BHEL MDCC.</p> <p>(f). Three (3) copies of inspection certificate, if any, issued by the customer/his authorised representative.</p> <p>(g). Three (3) of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment.</p> <p>(h). Three (3) copies of certificate from the vendor to the effect that the contents in each case are not less than that entered in the invoices and guaranteed as new and as per the relevant technical specifications.</p> <p>(i) Shipping Specification – One (1) copy.</p> <p>(j). Quality Certificate – One (1) copy.</p> <p>(k). Approved Test Certificates, if any. - Three (3) copies.</p> <p>(l). Guarantee Certificate – One (1) Original + One (1) copy.</p> <p>(m). Inspection Reports – One (1) Original + One (1) copy.</p> <p>(n). PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.</p> <p>For Claiming Dispatch payments (for materials originating from Indian territory), Freight, MRC & Services Payments - refer GCC.</p>
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SPECIAL CONDITIONS OF CONTRACT (REV 04)
FOR 4 X 270 MW BHADRADRI TPS

16.0	Material Receipt Certificate (MRC)	<p>For Packages wherever E&C is in the scope of Vendor, The vendor shall arrange Material Receipt Certificate from the project site, duly signed by Customer and BHEL-Site after receipt & physical verification of the material at site.</p> <p>For Supply Packages, Material Receipt Certificate shall be arranged by BHEL-PEM. Vendor to provide copy of receipted LRs to enable BHEL-PEM to obtain MRC from site.</p>
17.0	<p>Taxes & Duties (For Domestic Bidder)</p> 	<p>All bidders/vendors to note that this project is a Non-Mega power Project. However Essentiality certificate shall be issued by TSGENCO (customer) for availing concessional custom duty under Project Import Regulations.</p> <p>Essentiality certificate shall be issued by TSGENCO through BHEL for the items to be imported by the vendor for specified items, limited to CIF content mentioned in the offer/order, for availing concessional custom duty.</p> <p>The bidder has to indicate in their offer, the import contents (if any) i.e. list of items along with qty., currency of import, country of import & CIF value.</p> <p>Availability of CIF for packages, if any, shall be intimated in NIT.</p> <p>Bidders has to note that in order to derive the total Landed Cost to</p> <p>Evaluation shall be done excluding GST quoted by bidders.</p> <p>However, same shall be re-confirmed during techno-commercial evaluation of bids.</p>
18.0	<p>Taxes & Duties (For Order Directly to Foreign Bidders)</p>	<p>In case of Order on foreign Vendor, the dispatches shall be on C&F basis and Taxes & Duties in the country of dispatch (origin) shall be borne by Foreign Bidder & to be accounted in the prices quoted to BHEL/PEM/NOIDA.</p> <p>Evaluation shall be done as per provisions of GCC and its corrigendum, if any.</p>

Handwritten signature and date: 30/6/17

SPECIAL CONDITIONS OF CONTRACT (REV 04)
FOR 4 X 270 MW BHADRADRI TPS

19.0	Packing, Identification & marking [if not specified in NIT]	<ul style="list-style-type: none">• The supplier shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling & transport by air, sea, rail and road.• All packing shall allow for easy removal and checking at site. Special precaution shall be taken to prevent rusting of steel and iron parts during transit by sea. Gas seals or other materials shall be adopted by the Contractor for protection against moisture during transit.• The number of each package in a shipment shall be shown in fraction, numerator showing number of the package and the denominator showing total number of packages in a lot / consignment. The packages number shall be generally prepared in the sequence in which they will be required for erection.• Each package delivered under the Contract shall be marked by and at the expense of the supplier and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee, the gross weight and net weight of the package, the name of the Contractor with a distinctive number of mark sufficient for purposes of identification. All markings shall be carried out with such materials as to ensure quickness of drying, fastness and indelibility. Each equipment or parts of equipment shall, when shipped or railed or otherwise dispatched be tagged with reference to the assembly drawings and corresponding part numbers. Each bale or package shall contain a packing note quoting specifically the name of the Contractor, the number and date of contract and the name of the office placing the contract, nomenclature of the stores and include a schedule of parts for each complete equipment giving the part numbers with reference to the assembly drawing and the quantity of each part, drawings nos. and tag numbers.
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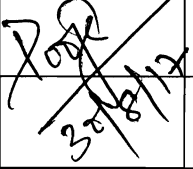
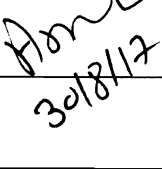
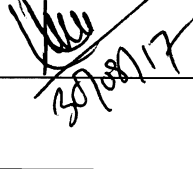
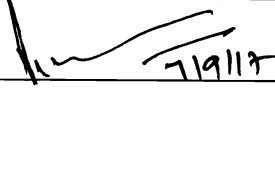
SPECIAL CONDITIONS OF CONTRACT (REV 04)
FOR 4 X 270 MW BHADRADRI TPS

		<p>Rotor bearings should not be used as a support while packing.</p> <ul style="list-style-type: none"> Besides wherever necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc. All packing cases, containers (excluding marine container), packing and other similar materials shall be new. Notwithstanding anything stated in this clause, the Contractor shall be entirely responsible for loss, damage or depreciation or deterioration to the materials & supplies due to faulty and/or insecure packing. One copy of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package/container for immediate reference. Each and every package box shall be marked with the following, as a minimum: <ul style="list-style-type: none"> (i). Name and address of Project : (ii). Project reference : (iii). Contract No.: (iv). Packing No.: (1/10, 2/10, 3/10 when there are 10 packages For one consignment) (v). Net Weight/Gross Weight : (vi). Port of Loading : (vii). Destination Port : (viii). Packing Mark : [symbols indicating "TOP" and other special markings as per clause 10.10.(4) & 10.10.(6) above] (ix). Type of Equipment : <ul style="list-style-type: none"> "E" (for Equipment supply) "T" (for Tools & Tackles) "S" (for Mandatory Spares) Two copies of packing list should be kept in case/package No. 1 of each consignment of the goods and four copies in each case (three inside the box and one copy in a special packet at the outer side of the Box).
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SPECIAL CONDITIONS OF CONTRACT (REV 04)
FOR 4 X 270 MW BHADRADRI TPS

20.0	Commissioning spares	The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details (to match the description given in the packing slip) to facilitate their proper identification. Three copies of packing list is to be kept inside the box and one copy in a special packet at the outer side of the Box.			
21.0	Mandatory Spares 	Packing as per GCC. Three copies of packing list along with Manufacturing drawing no. Reference, Catalogue reference etc. is to be kept inside the box and one copy in a special packet at the outer side of the Box.			
22.0	Submission of Final Drawing / Documents along with O&M Manual, Type Test Certificates (if any)	As per GCC/ Technical specification/ Kickoff meeting.			
	Prepared By	Checked By	Reviewed By	Vetting by Finance	Approved By
Name:	POOJA BHARDWAJ	ANIL KUMAR PAL	ASIF IQBAL QURAISHI		PERMINDER SINGH
Designation:	Dy. MGR/ PG-IV	Sr MGR / PG-IV	DGM / PG-IV		DH / PG-IV
Signature:					
Date:	30/8/17	30/8/17	30/8/17		31/8/17

CUSTOMER/ BHEL LOGO	VENDOR CREDENTIALS SUMMARY SHEET (TO BE FILLED BY BIDDER AND SUBMITTED WITH BID)
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i.	Item/Scope				
ii.	Address of the registered office	Details of Contact Person (Name, Designation, Mobile, Email)			
iii.	Name and Address of the proposed vendor's works where item is being manufactured	Details of Contact Person: (Name, Designation, Mobile, Email)			
iv.	Annual Production Capacity for proposed item				
v.	Annual production for last 3 years for proposed item				
vi.	Details of proposed works				
1.	Year of establishment				
2.	Factory Registration Certificate	Details attached at Annexure – F2.1			
3.	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc.)	Details attached at Annexure – F2.2			
4.	After sales service set up in India, in case of foreign sub-vendor(Location, Contact Person, Contact details etc.)	Applicable / Not applicable Details attached at Annexure – F2.3			
5.	Sources of Raw Material/Major Bought Out Item	Details attached at Annexure – F2.4			
6.	Quality Control exercised during receipt of raw material/BOI, in-process, Final Testing, packing	Details attached at Annexure – F2.5			
7.	Manufacturing facilities (List of machines, special process facilities, material handling etc.)	Details attached at Annexure – F2.6			
8.	Testing facilities (List of testing equipment)	Details attached at Annexure – F2.7			
9.	Supply reference list including recent supplies (Preferably of reputed, well known clients to whom the vendor has supplied the material and are of quantum of item/scope at point (i) above)	Reputed client name (s)..... Details attached at Annexure – F2.8 (as per format given below)			
Project/ package	Customer Name	Supplied Item (Type/Rating/Model /Capacity/Size etc)	PO ref no/date	Supplied Quantity	Date of Supply

CUSTOMER/ BHEL LOGO	VENDOR CREDENTIALS SUMMARY SHEET (TO BE FILLED BY BIDDER AND SUBMITTED WITH BID)
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10.	Product satisfactory performance feedback letter/certificates/End User Feedback	Attached at annexure - F2.9
11.	Average annual turnover for last three years with documentary proof.	
12.	Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating) Note:- Reports need not to be submitted	Applicable / Not applicable Details attached at Annexure – F2.10 (if applicable)
13.	Copy of ISO 9001 certificate (if available)	Attached at Annexure – F2.11
14.	Product technical catalogues for proposed item (if available)	Details attached at Annexure – F2.12

Name		Desig		Sign:		Date	
						:	

Company's Seal/Stamp:-



PRE - QUALIFYING REQUIREMENTS

PROJECT: 4X270 MW BHADRADRI FGD THERMAL POWER PROJECT

PACKAGE: HVAC for FGD

CRITERIA FOR EVALUATION - FINANCIAL :

Amount (in Rs.)

Average annual financial turnover value during any three out of last six Financial Years as on tender due date should not be less than 61,00,000.00

Rs.Sixty One Lakh only

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 any three out of last six Financial 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 ≤ 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 ≤ 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 ≤ 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.

e) Bidder who is 50% or above subsidiary of any other company including those registered outside India and does not meet any of the above Financial Criteria, such bidder may be qualified based on credentials of its holding company provided such holding company meets the above PQR criteria. In such case, the Bidder would be required to furnish a Letter of Support from its Holding Company, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

f) In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, a Certificate would be required from CEO/CFO stating that the financial results of the Company are under audit as on the date of Techno-commercial bid opening and are not available.