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भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division

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PB 2606 , Mysore Road Bangalore , 560026 INDIA

CE: PR: 003- Rev 02

SPECIAL COMMERCIAL CONDITIONS OF CONTRACT

Reference is brought to BHEL's Instructions to Bidders (Document Ref: CE: PR: 001- Rev 04) and General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 03).

These two documents along with Special Conditions of Contract annexed to this RFQ will form an integral part of the contract as and when the RFQ culminates into a Purchase Order / Contract.

RFQ No. MGRM0000404

Customer/project: UPRVUNL/ PANKI 1X660 MW TPP

Item Description: Steam and Water Analysis System (SWAS)

Type of Bid: THREE PART BID (Pre-Qualification Bid: Part-I; Techno-commercial bid: Part-II; Price-bid: Part-III)

Kindly submit your quotation as three-part bid in EPS portal: <https://eprocurebhel.co.in/nicgep> within **19/07/2022,13:30 hrs. IST.**

Purchase Executives: Clarifications with regard to the tender shall be addressed to purchase officers whose e-mail IDs are given below:

mounishg@bhel.in or padmanabha@bhel.in

Destination: Items are to be directly despatched to:

The Superintending Engineer (MMC - Stores)
Panki TPS Expansion 1 x 660 MW
Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd.,
Panki,Kanpur,Uttar Pradesh - 208020.

Terms of Delivery:

Indigenous scope of supply: Ex-works, <indicate station of dispatch> (including Packing & Forwarding charges but excluding Taxes).

Imported scope of supply: C.I.F. (for sea consignments) < ICD, Bangalore > (including Packing, Forwarding, Handling, Ancillary charges like processing of Sight Draft/ Letter of Credit, negotiation of bank documents, Export declaration, Country of Origin etc.).

Bidders can choose to quote in foreign currency in the price bid format by converting foreign currency into an equivalent INR, thereby enabling BHEL to place PO on *direct import* basis. The applicable exchange rate considered for conversion is to be indicated in bid document.

Kindly indicate the approximate weight of the total imported consignment, which is required for calculating air-freight and/or Inland freight charges: _____

Under-mentioned details shall be provided against indigenous supplies and services:

- a. GSTIN (no.) of place of supply: _____
- b. HSN (Harmonized System of Nomenclature) code: _____
Applicable tax and Rate: _____ & _____
- c. SAC (Service Accounting Code) no.: _____
Applicable tax and Rate: _____ & _____
- d. GSTIN (no.) of place of supply of service: _____
- e. GeM Seller ID is mandatorily required for PO placement: _____
- f. If bidder is MSE vendor, is supporting document enclosed: Yes /No
(If MSE, supporting document viz., Udyam certificate has to be enclosed)

Bidder to note that Deviations shall not be permitted for the below mentioned terms and are deemed to be complied. In case of non-compliance/deviation, offer may be liable for rejection:

- (1) **Freight Charges:** Freight charges shall be to vendor's account. Vendor to quote reasonable lump sum Freight charges separately indicating applicable tax in priced offer.
- (2) **Validity:** The offer will be valid for a period of 75 days from the date of Part-I bid opening and in case of Negotiation, price validity will apply afresh for a period of 25 days from the date of according final price by bidder (or) up to original validity period, whichever is later.
- (3) Warranty period of the supplied products shall be applicable for a period of 24 months from the date of delivery of goods at consignee location. The seller should guarantee the rectification of goods in case of any break down during the Warranty period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service.
- (4) **Evaluation criteria to determine L1 bidder:** Items will not be split on item-wise lowest offer. Evaluation of the lowest bidder will be done as a combined package basis by considering the e-price bids without conducting Reverse Auction.
- a. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% of total value.
- b. Preference to Make in India products: Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is 50%. If the

bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.

Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. It shall be noted that Purchase preference to Micro and Small Enterprises clause will get precedence over this clause.

Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.

Please provide Percentage of local content and details of location(s) at which the local value addition is made:

{‘Local content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent}.

{‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under Public procurement order no.P-45021/2/2017-PP (BE-II) dt: 16.09.2020.

‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under Public procurement order no.P-45021/2/2017-PP (BE-II) dt: 16.09.2020.

In the event of any Nodal Ministry prescribing higher or lower margin of purchase preference and/or higher or lower percentage of local content in respect of this procurement, same shall be applicable}.’

(Refer Clause ‘A’ Sl. No. 12 of Instructions to Bidders).

Note: Non-Local suppliers (with Local content <20%) are also eligible to participate in this tender.

(5) Reverse Auction: Not applicable for this tender.

(6) Submission of documents post LOA viz., drawings /data sheet etc. as indicated in Cl: 04 of GCC: Within 02 weeks from the date of receipt of LOA for RC. Delay in this submission of complete set of specified documents in NIT, will attract Penalty as per GCC Clause no.04.a).

In case of any corrections in documents to be incorporated by seller for approval of document based on end-user/consultant/buyer comments, revised documents have to be submitted incorporating all corrections within 07 days.

(7) Terms of Payment at the time of material supply:

Supply with Service(s): Refer Clause “F” of Instructions to Bidder for BHEL standard Payment terms and loading factors applicable for non-compliance against payment terms:

Indigenous Scope: a) Supply with Service(s)

Imported Scope: c) Supply with Service(s)

High-Sea sales: e) Supply with Service(s)

Spares: b) and/or d)/f) depending upon the scope

- (8) **Payment terms for E&C charges:** 100% E&C charges along with tax as applicable, will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of successful installation & commissioning.
- (9) **Despatch Documents:** Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be forwarded to Purchase Executive/BHEL directly. Despatch documents shall include the following: Invoice (01 original and 01 copy with original sign & seal / digitally signed invoice), Lorry Receipt (L/R) / AWB /BoL , Packing List, NIL Short-Shipment Certificate, insurance intimation letter, original Performance Bank Guarantee (directly from issuing bank to BHEL) and/or original POD (Proof of Delivery) on L/R as applicable.
- (10) **Performance Bank Guarantee:** PBG will be applicable for a period of 24 months from the date of dispatch of goods + claim period of 03 months, for a value equal to 10% of the basic value of purchase order. It shall however be noted that PBG is not applicable against supply of mandatory spares.

Refer Clause “H” of Instructions to Bidders. Also note that PBG should be in the format specified in Annexure-VII of ITB and no deviation to this format will be allowed.

The Performance Bank Guarantee shall be returned to the supplier, without payment of any interest, on successful completion of all the contractual formalities.

Note: In case PBG is not furnished, the 10% basic amount will be withheld from the supply invoice. This withheld amount will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.

- (11) **Erection & Commissioning - Evaluation methodology:** E&C charges should not be less than **05%** of the main item supply value. In case the quoted total E&C value is less than **05%** of the main item supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price proportionally from all items and apportioning towards E&C charges.

Tentative Erection & Commissioning schedule: Q3 of FY2022-23. Commissioning/E&C call will be issued to seller after readiness of site.

- (12) Based on the under-mentioned declaration of Bidder as insisted under Rule 144(Xi) of General Financial Rules,2017 amendment dt 23.07.2020, eligibility of offer will be ascertained in the tender:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our firm is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that our firm fulfils all requirements in this regard and is eligible to be considered.”

Note: Wherever applicable, evidence of valid registration by the Competent Authority shall be attached.

- (13) **Delivery Period:** Within 14 weeks from the date of issue of Manufacturing clearance along with approved document. Delay in contractual delivery will attract Penalty as per GCC Clause no.04.b.

(14) Pre-dispatch inspection at Seller premises: Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specification. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing.

The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods shipment.

With this, we hereby confirm that all the terms & conditions as indicated in Annexure-A to SCC, Instructions to Bidders (Document Ref: CE: PR: 001- Rev 04) & General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 03) are also accepted without any deviation.

Vendor's Signature with Seal

Note: The above filled-in document shall be furnished as a part of Techno-commercial bid (i.e., Part-II Bid).

Bidders are requested to note the below Chemical Composition details of Waste Water and Slurry medium applications for pH Analysers of FGD package.

Waste water slurry composition:

Slurry concentration :3 %

Slurry Temperature: 50-60 deg C(normal) & 70 deg C(design)

Slurry composition:

H ⁺	mg/l	2.54E-06
Na ⁺	mg/l	106.524716
K ⁺	mg/l	0
Ca ⁺⁺	mg/l	1,373.34
TO-Mg	mg/l	6,108.29
Mg ⁺⁺	mg/l	5,873.87
Mn ⁺⁺	mg/l	28.34173976
Al ⁺⁺⁺	mg/l	0.55698732
NH ₄ ⁺ (AS N)	mg/l	0
Cl ⁻	mg/l	14,939.98
Br ⁻	mg/l	0.00
NO ₃ ⁻ (AS N)	mg/l	55.9348909
NO ₂ ⁻ (AS N)	mg/l	0.439946514
S ₂ O ₆ ⁻	mg/l	116.2544918
SO ₄ ⁻	mg/l	5,743.22
HSO ₄ ⁻	mg/l	0.469805071
TOTAL SO ₄	mg/l	5,743.69
F ⁻	mg/l	27.90641955
TOTAL F	mg/l	211.260468
B	mg/l	0.00
TDS	mg/l	29,106.81
TOTAL N	mg/l	68.61768723

RC pump pH analyser slurry analysis:

S.No	Constituents	Parameters
1.	Slurry to be handled	Gypsum Slurry
2.	Chloride Content	<20,000 ppm
3.	Specific Gravity at pump suction	<u>1.215 @ design point & 1.211 @ guarantee Point.</u>
4.	Vapor Pressure at Pump	13.1 KPa
5.	Viscosity at Pump	0.01 Pa.S
6.	Concentration of Solid	30% wt.
7.	SiO ₂ Content	4 to 6 g/l
8.	pH	4-8
9.	Slurry Temperature	50-60 deg C (normal operating temp.); 70 deg C(design)

ENGINEERING CHECKLIST
PROJECT: PANKI 1X660 MW

Important Note: Bidders to Mandatorily fill the below checklist and submit along with technical bid, otherwise offers shall be rejected.

Sl. No.	DESCRIPTION	NOT CONFIRMED (If applicable Please Tick Mark 'V')	CONFIRMED (If applicable Please Tick Mark 'V')
1	All Analysers shall have 2 x 4-20 mA, galvanically isolated outputs and relay contacts for alarms shall be provided as per Specs.		
2	All offered analyser shall be suitable for 240 V supply & shall be 4 wire analysers.		
3	Mandatory spares shall be offered against each line item of the specs. If any item is not available meeting the description of the specs, then functionally equivalent item shall be offered against that line item.		
4	Pl. furnish the cell constants for each Tag No. and confirm that in the event of any change in cell constant required during approval stage, same shall be done without any commercial implication.		
5	Analysers are with digital communication facility like RS485 / HART / Modbus / Profibus (One of the communication method will be chosen during detailed Engg. without any price implication.). Pl. confirm.		
6	All sample wetted parts & Sampling tubes/coil of Primary & Secondary coolers shall be SS316 material. Also cooling water lines from headers to Coolers shall be SS 316		
7	Pl. confirm that offer includes high pressure reducing valve in the primary rack for all High Pr. Samples (>100 Kg/cm2)		
8	Chiller for the project shall have required 2x100% REDUNDANT - Min. 5 TR rating and Maximum as per Process calculation (With 25% extra Capacity) & shall be with SS 316 Tank		
9	Chiller Tank shall be provided with Floating Ball Valve assembly at DMCW Make up/Tank Inlet.		
10	1 time Gas filing shall be considered for Chiller at site during commissioning/handing over. This is in addition to gas filling done for functional checking during inspection at vendor works.		
11	Packing shall be as per corporate standard indicated in Specs.		
12	Pl. confirm that all analyzers shall be provided with all consumables & reagents required for 12 months operation after commissioning of system.		
13	All items with limited shelf life shall be supplied during commissioning only. If any items require replacement due to expiry of shelf life, same shall be replaced without any commercial implication to BHEL-EDN (Such as Tygon tube, pH Cells, DO sensors, Reagents).		
14	All headers in Primary racks & Wet Panel shall be supplied with suitable sized counter and mating flanges. In addition to this, 1 set of mating & counter flanges shall be provided for all the cooling water headers for connecting to tapping point in field.		
15	Pl. confirm that all components/accessories required to meet the intent of the specification shall be offered. If it is found, at any stage of procurement /commissioning, that some components/accessories have not been offered/supplied, same shall be supplied without any cost/time implication to BHEL to meet the system / product requirement		
16	Pl. confirm that for tubing between wet and dry panel suitable DFDC connectors shall be provided		
17	Pl. confirm that Insulation of Pipe between Chiller and wet panel shall be done at site.		
18	Pl. confirm that stream selector shall be with pulse based selection.		
19	Mandatory Spares shall be sent in pre-decided lots in containers /secure boxes distinctly marked in Red colour with boldly written "S" mark on each face of the containers /secure boxes.		
20	Items used for SWAS system shall be from Approved vendors indicated in Specs. For items not covered in the list bidders approved vendors will be acceptable.		
21	Site work for both Analysers & Sample Handling system shall be as per Scope of Supply		
22	If offered Models of Analysers are not accepted during document approval, same shall be replaced by Analyser models of customer approved vendors without any commercial impact.		
23	Individual Flow indicators are provided in return cooling water lines of each primary & secondary coolers.		
24	Bulkhead in Primary racks & Wet Panel shall be suitable for pipe sizes indicated in Enquiry specs		
25	Primary & Secondary cooler shell drain shall be valved and piped to waste drain header as per Specs.		
26	Loose supply item such as cabling and tubing shall be calculated by considering the Total Qty of Analyser and 30 Meter per run.		
27	Inconel – 625 coil primary coolers will be supplied for all high pressure and temperature sampling lines.		
28	At later stage if it is found that vendor offer is not in line with tender specification requirements, then vendor to supply material in line with tender specification without any price impact to BHEL.		

(Company seal and Signature)