



**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**PROJECT ENGINEERING MANAGEMENT**  
**NOTICE INVITING TENDER (NIT)**

Enquiry No- PE/PG/BHU/E-7081/2022

Date- 3-Oct-22

BHEL invites offers from reputed bidders as per following terms and conditions -

1. Mode of Enquiry	E - PROCUREMENT	
2. Project	1X660 MW BHUSAWAL TPS UNIT 6	
3. End Customer	MAHAGENCO	
4. Executing Agency	BHEL-PSWR	
5. Package	<b>ELEVATORS</b>	
6. Nature of Package (Divisible/ Non- Divisible)	Non- Divisible	
7. Due Date & Time	<b>13 October 2022</b>	<b>11:00 AM IST</b>
8. Earnest Money Deposit (EMD)	NIL	
9. Security Deposit (SD)	NIL	
10. Tender Cost	NIL	
11. Numbers of Part bid	<b>2-Part bid (Techno-commercial and price bid)</b>	
12. Technical Scope	As per Technical specification No: PE-TS-415-502-A001	
13. Last Date for Seeking Clarification	<b>08 October 2022</b>	
14. Schedule of Pre Bid Discussion	Pre-bid conference shall be arranged based on pre-bid queries received. The schedule of pre-bid meeting shall be intimated later.	
15. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
16. Delivery terms	FOR Site Despatch Station.	
17. Delivery Schedule :-		
For Supply (along with commissioning spares)	08 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 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.	
18. PVC (Price Variation Clause) shall be applicable as per enclosed PVC Annexure-B.		
19. CIF Content	Not Available	
20. Integrity Pact Applicability	NO	
21. <b>Tender Evaluation - The evaluation currency for this tender shall be INR. Combined Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable.</b> In RA, the loading (technical/commercial), if any, shall be added by bidder while submitting the bid in reverse auction portal. Ordering shall be done after de-loading the commercial/ technical loading from bidder's final price. 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 & binding.		
22. Terms & Conditions:- The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), General Conditions of Contract (GCC)-BOP which is available on <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> and other Terms and Conditions included in this Enquiry Letter.		
23. Bidders who fulfil Technical and Financial Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those bidders shall be evaluated who meet the Technical & Financial Pre-Qualifying requirements.		



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24. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) does not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

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

25. Regarding verification of PQR documents- Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.

26. 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. Accordingly, bidders are requested to submit credential as per the format enclosed herewith along with their technical bid.

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](http://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.

27. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website ([www.bhel.com](http://www.bhel.com)), <https://eprocurebhel.co.in/nicgep/app> & BHEL-PEM website ([www.pem.bhel.com](http://www.pem.bhel.com)). Bidders should regularly visit websites to keep themselves updated.

28. BG should be in favour of BHEL-PSWR in place of PEM. Bank Guarantee shall be 3% instead of 5% as mentioned in GCC-BOP.

29. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.

30. Clause no 9.5 (excluding notes of clause) of GTC of GCC-BOP shall be read as- "Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as per clause no 9.6.2 – 9.6.5:

- a. 90 days for non MSME as per MSMED Act
- b. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
- c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act.

31. If bidder mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost.

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

<p><b>Sanjeev Kumar / Dy. Engr, Gr-I – BOP</b> M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD &amp; ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: <a href="mailto:sanjeev_k@bhel.in">sanjeev_k@bhel.in</a> Ph. No. 0120-4368590</p>	<p><b>Sharad Chandra / Manager– BOP</b> M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD &amp; ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: <a href="mailto:sharadchandra@bhel.in">sharadchandra@bhel.in</a> Ph. No. 0120-4213572</p>
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33. Insurance Deductibles shall be as follows:

Normal Excess	Testing & Fire Explosion Excess	AOG Excess	Boiler, TG Sets & Power Transformer Excess	Marine Excess
For each claim 5% of claim amount subject to minimum of Rs.2,25,000/-	Testing-For each claim 5% of claim amount subject to minimum of Rs.6,00,000 Fire & Explosion- 20% of claim amount subject to minimum of Rs.6,00,000/-	For each claim 10% of claim amount subject to minimum of Rs.6,00,000 with an upper limit of Rs.5.00 crores	NORMAL: For each claim 5% of claim amt. subject to min of Rs.15,00,000/- TESTING: For each claim 5% of claim amount subject to minimum of Rs.60,00,000/-	For each claim 0.5% of Consignment Value subject to minimum of Rs.20,000/-



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34. 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.
35. All Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.
36. Purchase preference to MSE vendor shall be as follows:
- a) For Divisible Packages:  
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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. 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 25% of total quantity.
- b) For Non Divisible Packages:  
No purchase preference would be applicable to MSEs bidders over Non-MSEs bidders.
37. GST shall be payable extra at actual as per the HSN code finalised for the items during detailed BBU.
38. Bidders are requested to refer clause no 26.0 (Make in India) of GCC-BOP.
- "For this procurement, the local content to categorise 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."
- This package is not divisible in nature. The margin of purchase preference shall be as per order dtd. 04.06.2020. For this tender, offer from class-1 local suppliers (meeting minimum 60% local content requirement) shall be considered.
- Bidders are required to provide the following along with the part-1 bid:
- (i) Provide a self-certificate (in line with attached draft) meeting minimum local content requirement for class-1 supplier (60%).  
(ii) Provide the details of the location(s) at which the local value addition shall be made.
39. 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 NIT items/Package"
40. BHEL may go for remote inspection for the subject package. Bidders are requested to equipped with the facilities/gadgets as required to smooth conductance for inspection remotely.
41. 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.
42. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.



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43. Bidders to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Bidders shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>.

Following documents need to be uploaded:

- Offer forwarding/ Covering letter & Documents required for meeting Technical & Financial PQRs
- Local content certificate in line with Make in India Order dated 16.09.2020.
- Certificate as per Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.
- Credentials as per format
- Un-price bid, annexure-II (Cost of Withdrawal of Deviation) and Price bid along with annexure-II on BHEL e-procurement portal (<https://eprocurebhel.co.in/nicgep/app>)

44. All other terms & condition shall be as per NIT, SCC Rev-02 of the Project & GCC BOP Rev-00.

45. It shall be the responsibility of the bidder to ensure that the tender is uploaded on or before the due date and time. Part-I bids shall be opened at 04:00 PM on due date through e-procurement Portal.

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date

Thanking You.

For and on behalf of BHEL

**SHARAD CHANDRA**

Digitally signed by SHARAD CHANDRA  
DN: cn=BHARAT HEAVY ELECTRICALS LIMITED, ou=POWER SECTOR-PROJECT ENGINEERING MANAGEMENT (PS-PEM),  
postalCode=201301, st=UTTAR PRADESH,  
2.5.4.20-089a160184a2ca45670a7015d0f0d21753d705d4f65a300a43789460,  
serialNumber=602094866f2c201c1101170d3c30e108a,  
serialNumber=411889C049653E228B6E49EC3DEC952D1A3B15E3422C98EC0882D092E8F81, cn=SHARAD CHANDRA  
Date: 2022.10.03 10:52:57 +05'30'

Sharad Chandra  
Manager /BOP

**Enclosures:** - (1) SCC of the Project (2) Financial PQR (3) Technical Specification (4) Technical PQR (5) BOQ/Price Format (6) Draft format for Make in India certificate and land border certificate (7) Credentials format for Customer approval (8) PVC Annexure-B

## Annexure-A

Main Price Schedule										
NAME OF PROJECT:		1X660 MW BHUSAWAL TPS UNIT-6			Vendor Name					
NAME OF PACKAGE:		ELEVATOR (FOR FGD CONTROL BUILDING)			Enquiry No		PE/PG/BHU/E-7081/2022 Dated 0' .10.2022			
TECHNICAL SPECIFICATION:		PE-TS-415-502-A001			Supply			Service		Total Scope
S. No.	DESCRIPTION	UNIT	QTY	Total Ex-Works Price (INR)	Freight %	Freight in INR	Total FOR Site Price excluding GST (INR)	Unit Price (INR)	Total Price (INR)	Grand Total (Supply +E&C+ Mandatory Spares) excluding GST
1.0	Total lump sum firm price for SUPPLY PART, SERVICE PART & MANDATORY SPARES comprising of design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, fill of lubricants & consumables, mandatory spares alongwith spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site, unloading, handling, transportation & storage at site, in-site transportation, assembly, minor civil works, erection & commissioning, trial run at site, preparation of drawings in 3D (if applicable) and carrying out performance guarantee/Functional/Demonstration tests at site (As applicable), training of customer/client O&M staff (if applicable) & final handing over to end customer in flawless condition for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Lot	1							₹ -
2.0	<b>MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE.</b>									
2.1	Total lump sum firm price for SUPPLY part comprising of design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, fill of lubricants & consumables,spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site, preparation of drawings in 3D (if applicable) (FOR FGD CONTROL BUILDING) for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. (Break-up as per Annexure I)	No.	1	₹ -		₹ -	₹ -			₹ -
2.2	Total lumpsum firm prices for the Services as specified, comprising of service part for unloading, handling, transportation & storage at site, in site transportation, assembly, minor civil works, erection & commissioning, final painting at site, trial run at site, and carrying out performance guarantee/Functional/Demonstration tests at site (As applicable), training of customer/client O&M staff (if applicable) & final handing over to end customer in flawless condition of Elevator (FOR FGD CONTROL BUILDING) for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	No.	1						₹ -	₹ -
2.3	Total lumpsum firm price for Mandatory spares comprising of manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, forwarding, proper packing, shipment, delivery at site & guarantee of Elevator (FOR FGD CONTROL BUILDING) as per tender technical specification above, amendment & agreements till placement of order. (Price break up of mandatory spares is to be furnished as per Annexure- II).	Lot	1	₹ -		₹ -	₹ -			₹ -

### ANNEXURE-I

<b>NAME OF PROJECT:</b>		1X660 MW BHUSAWAL TPS UNIT-6		Enquiry No	
<b>NAME OF PACKAGE:</b>		ELEVATOR (FOR FGD CONTROL BUILDING)		PE/PG/BHU/E-7081/2022 Dated	
<b>TECHNICAL SPECIFICATION:</b>		PE-TS-415-502-A001		0' .10.2022	
S. No.	DESCRIPTION	UNIT	QTY	Unit Ex-Works Price (INR)	Total Ex-Works Price (INR)
<b>BREAK-UP OF SUPPLY PRICES GIVEN IN 2.1 OF MAIN SHEET.</b>					
<b>2.1</b>	Break up of Total lump sum firm price for <b>SUPPLY</b> part comprising of design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, fill of lubricants & consumables, spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site, G.A. drawings in 3D (As applicable) <b>(FOR FGD CONTROL BUILDING)</b> for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. (Break-up as under)	Lot	1		₹ -
<b>2.1.1</b>	Car along with traction machine, Car landing door, VVVF drive and controller, LT Power Cable, Car Operating Panel (COP), Automatic Rescue Device (ARD), Air Conditioner/ Ventilation (as applicable), machine room lighting, Over Speed Governor (OSG), counter weight, buffer springs, Erection and Commissioning Spares, Maintenance tools and tackles, etc.	Lot	1		₹ -
<b>2.1.2</b>	Landing doors, landing operating panel (LOP), door fixing arrangement etc. meeting total landing requirement	Lot	1		₹ -
<b>2.1.3</b>	Rope, Trailing cable, guide rails for car and counter weight, guide brackets, anchor fasteners, Shaft Lighting, compensating chain (if applicable) meeting total travel requirement	Lot	1		₹ -
<b>TOTAL (Should match with prices quoted against SI No. 2.1 of Main sheet)</b>					₹ -

Note:

- 1.) SI No. 2.1.2 shall be used for price adjustments on account of change in landing (if any) for the respective elevators.
- 2.) SI No. 2.1.3 shall be used for price adjustments on account of change in travel (if any) for the respective elevators.

**ANNEXURE-II  
LIST OF MANDATORY SPARES**

<b>NAME OF PROJECT:</b>	<b>1X660 MW BHUSAWAL TPS UNIT-6</b>
<b>NAME OF PACKAGE:</b>	<b>ELEVATOR (FOR FGD CONTROL BUILDING)</b>
<b>TECHNICAL SPECIFICATION:</b>	<b>PE-TS-415-502-A001</b>

**LIST OF MANDATORY SPARES FOR FGD CONTROL BUILDING ELEVATOR i.e. ONE (01) LOT. EACH LOT COMPRISES OF MANDATORY SPARES AS LISTED FROM SL. NO. 1.1 TO 1.23.**

<b>S. No.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>Total Ex-Works Price (INR)</b>
1.1	Friction block	Two (2) Nos.	
1.2	Guide roller of each type	20% of total population or Three (3) Nos. whichever is higher	
1.3	Contactors of each type	Two (2) Nos.	
1.4	Control transformer	One (1) Nos. of each type	
1.5	Time device	Two (2) Nos. of each type	
1.6	Rectifiers	Two (2) Nos. of each type	
1.7	Over current relay	Two (2) Nos. of each type	
1.8	Auxiliary relay	Three (3) Nos. of each type	
1.9	Resistor	Three (3) Nos. of each type	
1.10	Fuses of each rating	20% of the total population	
1.11	Limit switches of each type	Three (3) Nos.	
1.12	Push button	Three (3) Nos. of each type	
1.13	Contact device (if applicable)	Three (3) Nos. of each type	
1.14	Brake motor	Two (2) Nos. of each type	
1.15	Transmitters	Two (2) Nos. of each type	
1.16	Switches of each type	Three (3) Nos.	
1.17	Receiver	Two (2) Nos. of each type	
1.18	Bearings of each type and size	Two (2) Nos.	
1.19	Roller of each type	Three (3) Nos.	
1.20	Spares for worm gear		
1.20.1	'O' rings	Three (3) sets	
1.20.2	Sealing ring of each type	Three (3) sets	
1.21	Spares for brake		
1.21.1	Fan	Two (2) Nos. of each type	
1.21.2	Magnetic coil	Three (3) Nos. of each type	
1.21.3	Brake disc	Two (2) sets	
1.21.4	Brake pad	Two (2) sets	
1.22	Bushing (for door front)	Two (2) sets	
1.23	Pinion	Two (2) Nos. of each type	
<b>TOTAL PRICE</b>			₹ -

Note:

- Mandatory spares listed above is bare minimum requirement. In case any additional mandatory spares requirement is covered elsewhere in the tender specification apart from specified above, same shall be deemed to have been covered in bidders scope of supply.
- If any item is not applicable, bidder to quote equivalent spares within quoted price.
- Applicability of the item will be decided during detailed Engg. by BHEL/Customer without any commercial implications.

**ANNEXURE-II DEVIATION SHEET (COST OF WITHDRAWAL)**

<b>PROJECT:-</b>						1X660 MW BHUSAWAL TPS UNIT-6			
<b>PACKAGE :-</b>						ELEVATOR (FOR FGD CONTROL BUILDING)			
<b>TENDER ENQUIRY :-</b>						PE/PG/BHUE-7081/2022 Dated 03.10.2022			
<b>NAME OF THE BIDDER</b>						0			
Sl. No.	Volume/Section	Page No.	Clause No.	Technical Specification/Tender Document No	Complete Description of Deviation	Cost of withdrawal of deviation to be entered by the bidder in	Reference of price Schedule of which Cost of Withdrawal of Deviation is applicable	Nature of cost of withdrawal of deviation (Positive/Negative)	Reasons for quoting deviation
1	<b>TECHNICAL DEVIATION</b>								
1.01									
1.02									
1.03									
1.04									
1.05									
1.06									
1.07									
1.08									
2	<b>COMMERCIAL DEVIATION</b>								
2.01									
2.02									
2.03									
2.04									
2.05									
2.06									
2.07									
2.08									

**NOTES:**

1. Cost of Withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. All the bidders have to list out all their technical & commercial deviations (if any) in details in the above format.
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.
5. Bidder shall furnish price copy of above format along with price bid.
6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII of GCC, Rev-07 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

**PRICE ADJUSTMENT FORMULA FOR MAIN SUPPLY AND MANDATORY SPARES FOR  
ELEVATOR PACKAGE FOR 1X660MW BHUSAWAL TPP**

(1) The price adjustment formula is defined for price components related to Main Supply including commissioning spares and Mandatory spares.

(2) The amount of price adjustment shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

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

Where

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA.

(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 of major materials/ items involved in the Ex-Works Component of the Contract Price and shall be considered as 0.55.

(iii) 'A' shall be Wholesale Price Index for "LIFTING AND HANDLING EQUIPMENT" as published in RBI Bulletin, Sl.no. 1.3.18.6, Base: 2011-12 = 100

(iv) 'Lb' shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.3.

(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.

Subscript '1' refers to indices of the month before the month in which delivery is made. 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?Id=20964](https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=20964)

Note:

- 1) Prices shall remain firm till completion schedule as defined in LOA/s. Price adjustment as defined above, shall be applicable only beyond completion schedule as per LOA. Price adjustment shall be payable to vendor only if the delay is not attributable to the vendor. However, if the delay is attributable to vendor then the negative price adjustment (if applicable) shall be passed on to BHEL.
- 2) The price adjustment shall be limited to (+) 10% of Ex-Works Supply Price including commissioning spares, Mandatory spares.

**PRICE ADJUSTMENT FORMULA FOR ERECTION & COMMISSIONING ( E & C) PORTION FOR  
ELEVATOR PACKAGE FOR 1X660MW BHUSAWAL TPP**

(1) The price adjustment formula is defined for price components related to Erection & Commissioning.

(2) The amount of price adjustment shall be computed as under:

$$ER = ER1 - ER0$$

ER1 will be computed as follows:

$$ER1 = ER0 \times \{F + L_b \times L_1 / L_0\}$$

Where

ER = Adjustment in E&C Prices (without taxes & duties).

ER1 = Adjusted Amount of E&C Prices (without taxes & duties).

ER0 = E&C Prices (without taxes & duties) as per LOA.

(i) 'F' shall be fixed component and shall be considered as 0.15.

(ii) '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 0.85

(vii) '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).

(viii) For the indices,

Subscript '0' refers to indices of the Base Month.

Subscript '1' refers to indices of the current month. 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?Id=20964](https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=20964)

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- 2) The price adjustment shall be limited to (+) 10% of E & C Prices (without taxes & duties).

## 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

**BHEL/PEM/PG-III****SPECIAL CONDITIONS OF CONTRACT (REV.-02)****1 x 660 MW BHUSAWAL THERMAL POWER STATION PROJECT**

These Conditions shall be read and construed along with General Condition of Contract (GCC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the condition given in special condition of contract (SCC) shall prevail over the general condition of the contract (GCC).

- 1.0 **Project Name** 1 x 660 MW MAHAGENCO BHUSAWAL THERMAL POWER PROJECT
- 2.0 **Consignee Address(Ship To)** Construction Manager, Bharat Heavy Electricals Limited  
(To be mentioned in c/o Chief Engineer / Dy. Chief Engineer (Projects)  
LR/RR/ Consignment Note) Maharashtra State Power Generation Co. Ltd  
Bhusawal Thermal Power Station, Unit-6  
Bhusawal, Dist. Jalgaon (MS)  
Pin-425307 (Maharashtra)
- 3.0 **Consignee Address(Ship To)** Chief Engineer / Dy. Chief Engineer (Projects)  
(To be mentioned in Supplier's Maharashtra State Power Generation Co. Ltd  
Invoice) Bhusawal Thermal Power Station Project  
Bhusawal, Dist. Jalgaon (MS)  
Pin-425307 (Maharashtra)  
GSTIN No. 27AAECM2935R1ZV
- 4.0 **Buyer's Name (Bill To)** **For Supply Scope Packages:** (Purchase order by BHEL-PEM):  
(to be mentioned in Supplier's BHARAT HEAVY ELECTRICALS LIMITED  
Invoice) POWER SECTOR - PROJECT ENGINEERING MANAGEMENT  
PPEI BUILDING, PLOT NO. 25, SECTOR-16A,  
NOIDA-201301 (UTTAR PRADESH)  
GSTIN NO. - 09AAACB4146P2ZC  
**For Turnkey Packages:**  
(LOA to be issued by BHEL-PEM, PO by BHEL-PSWR, BHUSAWAL SITE):  
Construction manager, BHEL Site office,  
1 x 660 MW Unit-6, Bhusawal TPS,  
Deepnagar, Bhusawal, Dist-Jalgaon-425307, Maharashtra.  
BHEL PSWR GSTIN No.- 27AAACB4146P1ZF
- 5.0 **Project Consultant** DCPL 
- 6.0 **Mode of Dispatch & Project Location Details** **By Rail/Road on Door Delivery and freight Pre-Paid Basis.**  
Site is near existing Bhusawal 4 & 5 unit of 500 MW each. Nearest Road head is Bhusawal. The nearest railway station is Bhusawal Junction.
- 7.0 **Clearance for Dispatch of materials** MDCC will be issued by BHEL.  
 **For CAT I & II Items, Customer (MAHAGENCO) MDCC is also applicable.**
- 8.0 **Road Permit/ Waybill Required** Yes. Supplier to generate the e-waybill at their end and furnish the scanned copy of e-waybill along with dispatch document to BHEL immediately so that BHEL will generate their invoice & thereafter e-waybill on same date for transaction to Customer upon which BHEL's Invoice and e-waybill shall be furnished to supplier for dispatch of goods carrying both the e-waybills. In case of default / delay in furnishing the dispatch documents, supplier shall be held responsible.
- 9.0 **Prior dispatch intimation to BHEL site Office and Underwriters** Yes.  
One set consisting of dispatch documents indicating the items dispatched (with the gross weight) and after informing the underwriter about the value of consignment to be sent to following:



**SPECIAL CONDITIONS OF CONTRACT (REV.-02)**

**1 x 660 MW BHUSAWAL THERMAL POWER STATION PROJECT**

- a) BHEL Site Office
- b) BHEL- PEM, Project Group Deptt. (address as per Sl. No. 4 above).
- c) Insurance Co. (address as per Sl. No. 11 below).

It is Supplier's responsibility to ensure availability of trucks well in advance where consignment will require more number of trucks to be deployed for dispatch. No concession for non-availability of trucks, after having given dispatch clearance shall be admissible.

10.0 Insurance

**For Supply Packages: Transit Insurance under BHEL scope**

**For turnkey Package: for transit, unloading, storage, handling, erection and commissioning, insurance is covered under BHEL scope**

11.0 Insurance details Policy No. 2302004418P112095144 (SCE)

Intimation to Underwriters 2302002118P112095158 (MCE)



Policy Period:- w.e.f 14.12.2018 to 13.05.2022 (Mid-night)

Details of underwriter

Sh. Premsagar Barla, Sr.Divisional Manager  
DO-II |19-DHARAMPETH EXTN | SHANKAR NAGAR SQUARE|  
NAGPUR-440010  
Land Line No: 0712 2246651 | Cell No.:94371 96788 |  
e-mail id: premsagarbarla@uiic.co.in;  
premsagarbarla@gmail.com

Refer revised Annexure-2 for Insurance clauses w.r.t. Turnkey BOP Packages only.

12.0 (a) BHEL GSTIN

BHEL PEM GSTIN NO. - 09AAACB4146P2ZC (For Supply packages)

BHEL PSWR GSTIN No.- 27AAACB4146P1ZF (For Turnkey packages)

(b) Mahagenco GSTIN

GSTN No. 27AAECM2935R1ZV

13.0 Paying Authority

For packages where PEM will issue the Purchase Order: BHEL PEM will be the paying authority.

For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSWR: BHEL-PSWR, Bhusawal Site will be the paying Authority.

14.0 Documents Required  
(a) (For Supply + freight payment)  
DIRECT PAYMENT  
(Original + 6 copies)

1. Invoice checklist duly signed & stamped
2. Original Tax Invoice
3. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy)
4. Packing List - Clearly showing number of packages, gross weight net weight.
5. Copy of BHEL/MAHAGENCO MDCC (as applicable)
6. Guarantee Certificate as per GCC.
7. Copy of Insurance Intimation Letter.
8. Copy of Inspection Report / test certificates as applicable
9. PVC Calculation and copy of all applicable indices, if PVC is applicable.
10. Copy of filled Delivery Order.
11. Proof of receipt of material at site.
12. Deleted



For packages where PVC is applicable, supplier to submit PVC calculations before invoicing to BHEL for review.

(b) For MRC PAYMENT  
DIRECT PAYMENT  
(Original + 1 copy)

a. Invoice.



**SPECIAL CONDITIONS OF CONTRACT (REV.-02)**

**1 x 660 MW BHUSAWAL THERMAL POWER STATION PROJECT**

(Original + 1 copy)

- b. Copy of MRC
- c. Proof of submission of Final/As built documents / O&M Manuals in 4 CDs and 12 hardcopies)

**NOTE: -**

- 1. Customer or his representative will be involved for inspection for CHP (Customer Hold Point) items as per Quality Plan. For Non- CHP items as per QP, Inspection to be witnessed by BHEL inspecting agency/ COC (Certificate of Conformance) as applicable.

- 2. ~~MDCC will be issued by BHEL in line with approved BBU for CAT I & II packages customer (Mahagenco) MDCC is also applicable.~~

- 3. ~~The supplier during inspection of materials of Main supplies & Mandatory Spares by BHEL-PEM/ BHEL appointed TPIA/ MAHAGENCO/ MAHAGENCO-Inspection agency (if applicable) shall obtain separate MDCC for items of Main Supplies & MDCC for Mandatory Spares in line with the approved Billing Break Up.~~

- 4. It is deemed that complete set of dispatch documents along with necessary TCs will be submitted to BHEL within maximum 7 days after LR date, to ensure timely processing of same and realization of amount at supplier's end.

15.0 Unloading at site

By BHEL site office for supply packages

By Supplier for turnkey packages.

**NOTE: -** Please note that unloading of materials at site may take 3-4 days. As such, transporters to be advised suitably before dispatch of materials in this regard. Also, no claim on a/c of delay in unloading shall be entertained.

16.0 Storage at site

By BHEL site office for supply packages

By Supplier for turnkey packages.

17.0 Movement of Material within Site

- a) By BHEL site for Supply Packages
- b) By supplier for Turnkey Packages

No movement of loose materials shall be allowed. Items are to be properly packed to ensure proper and safe transportation & storage at site.

18.0 Taxes and duties

- i) Only Basic custom duty shall be charged as concessional @ 5% (Project being under PI Route), all other taxes on imports like IGST, cess etc. (as per prevailing rates) shall be applicable for packages for which CIF content is available as per NIT and customer shall arrange required documents for availing concessional custom duty benefits.

- ii) GST- CGST/SGST/IGST/UTGST: as per corrigendum to GCC Rev 06 or further revisions of BHEL PEM GCC as applicable for the specific Tender enquiry.

Information as per Annexure-1 shall be provided by supplier in the GST compliant invoice.

19.0 Type of Project

Project Import Route (Non-Mega)

20.0 Dispatch markings

Each box shall be marked with Capital Letters in "Red" indicating the PEM SUPPLY (Main Supply/ Commissioning Spares/ Mandatory Spares) for 1 X 660 MW BHUSAWAL THERMAL POWER STATION PROJECT

**NOTE:** Main supply item and items for commissioning spares must be packed separately.

Each package delivered under the Contract shall be marked by 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



**SPECIAL CONDITIONS OF CONTRACT (REV.-02)**

**1 x 660 MW BHUSAWAL THERMAL POWER STATION PROJECT**

consignee, the Gross weight and Net weight of the package, the name of the Supplier, PEM P.O. reference number, with a distinctive number of mark sufficient for purposes of identification. Besides above necessary, packing shall bear a special marking 'TOP', 'BOTTOM', 'DO NOT TURN OVER', "KEEP DRY", "HANDLE WITH CARE", etc

**IMPORTANT: -**

- Two copies of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also
- The Packing list details for the consignment must be put inside the Box/Boxes.

Items like pumps, Valves, Hoists, Cranes, etc shall essentially have O&M Manuals and E&C guidelines duly enclosed in the packing box. Certificate to such effect shall also be reflected in packing slip.

Commissioning Spares

The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details i.e. dispatch (to match the description given in the packing slip) to facilitate their proper identification. One Copy of Packing list must be put inside the Box

Mandatory Spares

The Mandatory spares shall be properly packed separately in separate box painted in Red, indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the CUSTOMER approved BBU for Mandatory spares & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer MAHAGENCO. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc.

Note:- MDCC for mandatory Spares shall be issued only after receipt of detailed list of mandatory spares & photographs before final packing clearly showing mandatory spares with due tagging as per packing list ( to be sent over mail/CD). Separate dispatch clearance will be issued for the mandatory spares in line with availability of customer's stores at site.

21.0 **Delivery Order document submission (For Indigenous Supplies)**

To effect sale in transit, supplier shall have to obtain Delivery Order document duly signed by purchaser at the time of issue of MDCC. The filled in delivery order document shall form part of dispatch document issued and shall be carried by the transporter to the destination along with consignment.

**Note for Turnkey Packages:-**

**(i) Construction Power: - BHEL shall provide Construction Power to suppliers FREE OF COST at one point Further arrangement shall be carried out by supplier himself.**

**(ii) Construction Water: - Water for construction free of cost.**

**(iii) Surplus Material: - Supplier shall be allowed to take back the surplus / unused material/scrap material left after commissioning of the plant, which is non-billable & free supply over and above BBU, after due permission from MAHAGENCO/BHEL Site after successful commissioning of plant.**

	PREPARED BY	CHECKED & REVIEWED BY	Vetted By	APPROVED BY
NAME	RAHUL BHATNAGAR	SK Dubey	(Taxation clause already vetted by Finance vide e-mail dtd 18.04.18)	Rajiv Tivari
DESIGNATION	Dy Mgr/ PGIII	DGM/ PGIII		ADDITIONAL GENERAL MANAGER (DH)/ PGIII
SIGNATURE			Finance	



**SPECIAL CONDITIONS OF CONTRACT (REV.-02)**

**1 x 660 MW BHUSAWAL THERMAL POWER STATION PROJECT**

Annexure-I

Excerpts from Chapter VI for compliance of GST invoice as per Rule 46

**TAX INVOICE, CREDIT AND DEBIT NOTES**

46. Tax invoice.- Subject to rule 54, a tax invoice referred to in section 31 shall be issued by the registered person containing the following particulars, namely,-

- (a) name, address and Goods and Services Tax Identification Number of the supplier;
- (b) a consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolised as "-" and "/" respectively, and any combination thereof, unique for a financial year;
- (c) date of its issue;
- (d) name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
- (e) name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is fifty thousand rupees or more;
- (f) name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is less than fifty thousand rupees and the recipient requests that such details be recorded in the tax invoice;
- (g) Harmonised System of Nomenclature code for goods or services;
- (h) description of goods or services;
- (i) quantity in case of goods and unit or Unique Quantity Code thereof;
- (j) total value of supply of goods or services or both;
- (k) taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
- (l) rate of tax (central tax, State tax, integrated tax, Union territory tax or cess);
- (m) amount of tax charged in respect of taxable goods or services (central tax, State tax, integrated tax, Union territory tax or cess);
- (n) place of supply along with the name of the State, in the case of a supply in the course of inter-State trade or commerce;
- (o) address of delivery where the same is different from the place of supply;
- (p) whether the tax is payable on reverse charge basis; and
- (q) signature or digital signature of the supplier or his authorized representative:

**SUB: Insurance Clauses for BOP-Turnkey Packages**

**Insurance Clause:** As per the Insurance clause no. 6.0 of LOA issued by MAHAGENCO (Copy attached), BHEL shall procure the All Risk Marine-Cum-Erection (MCE) Insurance Policy only from Directorate of Insurance (DoI), Maharashtra State, Mumbai". DoI shall finalise the Insurance agency who will be responsible for all the risk coverage for Bhusawal project.

**Deductibles/ EXCESS:** Following Deductibles/ EXCESS are applicable as per the attached Insurance Policy issued by M/s United India Insurance Co. Ltd (UIIC).

A) **For Marine Cover:** 0.50% of consignment value subject to minimum of Rs 20,000/-

B) **For Storage /Erection and Testing Cover:**

i) **Other Items:** (BOP items)

- Rs 2,25,000/- or 5% of the claim amount whichever is higher for Normal Period.
- Rs 6,00,000/- or 5% of the claim amount whichever is higher for Testing Period.

ii) **Act of God (AOG) Perils:** 10% of the claim amount subject to minimum of testing period excess with an upper limit of Rs 5 Crores.

iii) **Fire / Explosion:** 20% of claim amount subject to minimum of testing period excess Rs. 6,00,000/-



शिरीष बोरकर / SHIRISH BORKAR  
वरिष्ठ उप महाप्रबंधक (कार्गो)  
Sr. Dy. Manager (Cargo)  
बी.ए. बी.बी.  
BHEL, PSWR, HQ, NAGPUR.

**Maharashtra State Power Generation Company Limited****Bhusawal Project (1x660MW)****Proforma of Vendor Approval**

Sr. No.	Information/ Particulars required	Details furnished along with documents thereof	Remarks if any
1	Name of System /Package/Item:		
2	Name of agency on whom order for the main work is placed		
3	Approval for (Name of construction material)		
4	Name of the vendors specified in contract document for this material		
5	Name of the proposed Sub Contractor(Vendor)		
6	Reasons for asking new vendor		
7	Details of supporting documents in lieu of above reasons		
8	Specific requirement of material in terms of dia, size, quantity etc.		
9	When the material is required & for which structure		
10	Whether vendor is Partnership/ Pvt./Public Ltd. Company		
11	Particular of registration with Government		
	i) GST registration No.		
	ii) Company registration No. & Incorporation Certificate		
	iii) PF & ESIC Certificate.		
	iv) Pan No.		
12	Address of vendor's factory		
13	Contact No. of vendor's representative for additional information		
14	Production Business Area		
16	Average annual turnover for last three years as per CA's Certificate		
17	Name of Companies where the vendor is registered		
18	Details of orders completed last 3 years (Quantity & amount)		
19	Details of orders in hand (Quantity & amount)		
20	Maximum value & quantity of work executed during last 3 years		
21	Name of the reputed, well known clients to whom the vendor has supplied the material		
22	End users Performance Certificate (Name & documents) along with the relevant PO.		
23	Any additional information		
24	Recommendation		