



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

Enquiry No- PE/PG/YAD/E-6706/2021

Date- 23-Jul-21

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

1. Mode of Enquiry	E - PROCUREMENT	
2. Project	5X800 MW YADADRI TPS	
3. End Customer	TSGENCO	
4. Executing Agency	BHEL-PSSR	
5. Package	CONDENSATE POLISHING UNIT	
6. Due Date & Time	02 August 2021	11 :00 : AM IST
7. Earnest Money Deposit (EMD)	NIL	
8. Security Deposit (SD)	NIL	
9. Tender Cost	NIL	
10. Numbers of Part bid	2-Part bid (Techno-commercial and price bid)	
11. Technical Scope	As per Technical specification No: PE-TS-417-155A-A001	
12. Last Date for Seeking Clarification	05 days before due date of tender opening	
13. Schedule of Pre Bid Discussion	30 July 2021 at BHEL-PEM.	
14. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
15. Delivery terms	FOR Despatch Station	
16. Delivery Schedule:	CPU package shall be supplied under two Stages (Stage -1 & Stage -2). Stage-1 is for Unit 1 & 2 and Stage-2 is for Unit-3, 4 & 5. A) Stage 1 shall consist of items of two service vessel areas, first stage of regeneration system and interconnection. B) Stage 2 shall consist of items of three service vessel areas and second stage regeneration system. C) Price for Stage-1 during BBU stage shall be 45% of the Ordered Value [(Supply + E&C) but excluding Mandatory Spares and Engineering charges] D) Price for Stage-2 during BBU stage shall be 55% of the Ordered Value [(Supply + E&C) but excluding Mandatory Spares and Engineering charges]	
Engineering	Delivery schedule shall be as per Annexure-VII of Technical Specification.	
Supply (with commissioning spares)	Stage-I: 08 Months from the date of LOA. Stage-II : 12 Months from the date of LOA.	
Mandatory Spares	To be delivered along with the last consignment of main supply of Stage-1.	
E & C	Within 4 months from the date of availability of front for respective stage. Site front availability will be reckoned as the date when site informs vendor for mobilization of manpower & resources.	
17. Prices shall be Firm till completion of contract.	PVC Formula, If applicable :- NA	
18. CIF Content	Not Available	CIF Value: Not Applicable
19. Integrity Pact Applicability -	YES	
20. In line with cl. No. 12 of (ITB) GCC Rev 07, following Independent External Monitors (IEMs) have been appointed by BHEL.	Shri Arun Chandra Verma, IPS (Retd.) (EMAIL-acverma1@gmail.com) Shri Virendra Bahadur Singh, IPS (Retd.) (EMAIL-vbsinghps@gmail.com)	
21. Tender Evaluation - Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable.	Ordering shall be done after de-loading the commercial/ technical loading from bidder's final price.	



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

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** (SCC- copy enclosed), GCC Rev 07 which is available on www.bhelpem.com and other Terms and Conditions included in this Enquiry Letter.

23. BGs should be in favour of BHEL-PSSR instead of BHEL PEM. L1 Vendor will be required to submit BGs as per GCC Rev-07.

24. Bidders who fulfil Technical & Financial Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those bidders shall be evaluated who meet the Technical as well as Financial Pre-Qualifying requirements.

25. BHEL shall be resorting to Reverse Auction(RA) (Guidelines as available on 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) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

Note: - Vendors to note that above RA clause will supersede clause no 13 of " Instruction to bidders " of GCC Rev-07.

26. 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.

27. Bidder to note that this is an Open Tender enquiry & RA 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.bhelpem.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.

28. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com), & BHEL-PEM website (www.bhelpem.com). Bidders should regularly visit websites to keep themselves updated.

29. 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.

30. Storage at site, Construction power and Construction water shall be as per SCC (Rev01)



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

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

Sharad Chandra/MGR– BOP M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: sharadchandra@bhel.in Ph. No. 0120-4213572	Mr. Upendra Chaudhary /MGR-BOP M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: upendrachaudhary@bhel.in Ph. No. 0120-4213561
---	---

32. Over all (%) quantity variation: The variation on overall package value due to changes in the scope shall be limited to +/-10% in place of 30% mentioned in clause no 6.0 of GCC-REV-07.

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

34. **Insurance Deductibles/Excess:**

Marine:

0.25% of consignment value minimum 20,000/- in r/o eel.

SCE:

Normal: 5% of the claim amount subject to a min of INR 1.25 crore

AOG/Testing & Commissioning/Fire & Explosion: 10% of the claim amount subject to a min of INR 2.5 crore.

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. Bidder to quote freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.

37. GST shall be payable extra at actual as per the HSN code finalised for the items during detailed BBU.

38. In place of clause no 26 of (ITB) GCC-Rev-07, following clause to be considered:

"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. 16.09.2020. For this tender, offer from only class-1 local suppliers (meeting minimum 50% local content requirement) shall be considered.

Bidders are required to provide the following along with the part-1 bid:

- (I) Provide a certificate (in line with attached draft) from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (i) 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. 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.

41. Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017



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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity Incorporated. established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner is* situated in such a country: or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a Citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership Interest or who exercises control through other means,
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions Including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together. or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;
 4. Where no natural person is Identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall Include identification of the author of the trust. the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note- The above clause shall not be applicable for the bidders from those countries (even if sharing a land order with India) to which the Government of India (GoI) has extended lines of credit or in which the GoI is engaged in development work.

42. 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 on due date through e-procurement Portal.



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

43. The evaluation currency for this tender shall be INR.

44. 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.

45. All bidders to submit the performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.

46. All bidders to declare 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.

47. 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.

48. **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
- Local content certificate in line with Make in India circular.
- Land Border Certificate.
- Credentials as per format.
- Documents required for meeting Technical & Financial PQRs
- Un-price bid, annexure-II (Cost of Withdrawal of Deviation) and Price bid in 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
Manager/ BOP/ PEM Noida

Enclosures: - (1) SCC of the Project (2) Financial PQR (3) Technical Specifications (4) Technical PQR (5) BOQ (6) Draft format for Make in India certificate (7.) Format for land/ border declaration (9) Cost of withdrawal of deviation(s) as per annexure II of GCC rev 07.

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-.....

Offer No-.....

Name of Package:

Order no. F. No. 6/18/2019-PPD dt. 23.07.2020 issued by Ministry of Finance, Department of
Expenditure Public Procurement Division.

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)

Letter head of Company

Ref.....

Date.....

To,

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

Subject: - Certification regarding local content

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items offered by us for (package name) for.....(Project Name) have local content of%.

Further, it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017-revision, having ref. no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 & 16.09.2020 and we qualify as Class-I supplier.

We further confirm that address of the location at which the local value addition is made will be as follows:

1.
2.

Thanking You,

..... (authorized signatory of company)

..... (firm name)

authorized signatory

of company

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:_____

(Name & Address) _____

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
POWER SECTOR, PROJECT ENGINEERING MANAGEMENT
Power Project Engg. Institute, Plot No. 25, Sector 16 - A,
HRDI & ESI Complex, NOIDA 201 301 (UP)



SPECIAL CONDITIONS OF CONTRACT (REV 01)

FOR 5 X 800 MW TSGENCO YADADRI TPS [Job No. 417]

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.

1.0	Project Name	5 X 800 MW TSGENCO YADADRI TPS
2.0	Ultimate Customer	TELANGANA STATE POWER GENERATION CORPORATION LIMITED [TSGENCO]
3.0	Location of Plant	Location: At Virlapalem Village, Damaracherla Mandal, Nalgonda District, Telangana State, India. Site is located 7 Kms from NH5. Access by: Nearest Railway Station: 6.5 Km from Damaracherla. Nearest Airport: Vijayawada airport (130 Km) Nearest sea port: Vishakhapatnam Sea Port. Access by road: 30KM from Miryalaguda Latitude: 16° 42'20.40 N. Longitude: 79° 34'41.56 E Elevation above MSL: 85m
4.0	Delivery Address (Ship to)	Later
5.0	Consignee Address (Bill To) 	BHEL, POWER SECTOR - PROJECT ENGINEERING MANAGEMENT, POWER PROJECT ENGINEERING INSTITUTE, PLOT NO.25, SECTOR-16A, NOIDA-201301 (U.P.)

Handwritten signature and date
24/09/17

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
POWER SECTOR, PROJECT ENGINEERING MANAGEMENT
Power Project Engg. Institute, Plot No. 25, Sector 16 - A,
HRDI & ESI Complex, NOIDA 201 301 (UP)



	Notes 	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. Delivery address (Ship To) in Invoice and LR should be as per Sl. No. 04. Invoice should clearly specify "Billing from" and "Shipping from" addresses. 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). It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement. Delivery Order shall be carried by transporter along with other dispatch documents.
6.0	Buyer and Paying Authority	Packages for which PO is placed by BHEL-PSSR & LOA is issued by BHEL-PEM - Buyer and Paying Authority shall be <u>BHEL-PSSR</u> .
7.0	Mode of Dispatch	By Road / Rail / Sea on Door Delivery and Freight Pre-Paid Basis.
8.0	Road Permit Required 	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: (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.	Later

Handwritten signature and date
24/09/17

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
POWER SECTOR, PROJECT ENGINEERING MANAGEMENT
Power Project Engg. Institute, Plot No. 25, Sector 16 - A,
HRDI & ESI Complex, NOIDA 201 301 (UP)



	Name of the Insurance Company details	Later
10.0	BHEL-PEM GST No. 	BHEL PEM: 09AAACB4146P2ZC
11.0	Customer GST & PAN No 	TSGENCO provisional GST no.- 36AAFCT0257Q3ZT PAN No. - AAFCT0257Q
12.0	Unloading at site	- By BHEL site office for Supply packages. (The Vendor shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL site contractor). - By Vendor for Turnkey i.e. Supply and Erection & Commissioning Packages.
	Storage at site	- By BHEL site for Supply packages. - By Vendor for Turnkey i.e. Supply and Erection & Commissioning Packages.
	Movement of Material within Site	- By BHEL site for Supply packages. - By Vendor for Turnkey i.e. Supply and Erection & Commissioning Packages.
13.0	Provision of facilities at Site (Applicable for Turnkey Packages)	Construction Power: Construction Power shall be provided free of cost at one point. Construction Water: Construction water shall be provided free of cost at one point.

Handwritten signature
24/09/17

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
POWER SECTOR, PROJECT ENGINEERING MANAGEMENT
Power Project Engg. Institute, Plot No. 25, Sector 16 - A,
HRDI & ESI Complex, NOIDA 201 301 (UP)



14.0	Inspection Agency (Domestic supplies)	Vendor shall give inspection call in line with approved QAP / Customer Hold Points to Regional BHEL-CQS center / Third Party Inspection Agency (TPIA) (as informed by PEM) on "BHEL CQS Website"; with a copy of inspection call to BHEL-PEM for arranging Customer/Third Party participation (wherever applicable), with an advance notice of 15 days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by customer based on the BHEL-CQS/TPIA report OR Joint inspection report of BHEL CQS/TPIA & Customer (wherever applicable).
	Inspection Agency (Imported supplies)	In case of Imported Supplies advance notice of 30 days for participation in inspection (if applicable, in line with approved QAP / Customer Hold Points) to be given. The Test Certificates & Inspection reports duly accepted by the Foreign Vendor Inspection agency in line with approved QAP/Customer Hold Points shall be submitted to BHEL-PEM, NOIDA. The above Inspection reports & Test certificates shall be reviewed by PEM-Engineering in line with the Technical Specifications & Approved Data sheets and then sent to customer for their clearance. The customer dispatch clearance (MDCC) will be given to the Foreign Vendor or their representative in India through BHEL-PEM after acceptance/clearance of above test certificates by Customer.

Handwritten signature
27/09/17

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
POWER SECTOR, PROJECT ENGINEERING MANAGEMENT
Power Project Engg. Institute, Plot No. 25, Sector 16 - A,
HRDI & ESI Complex, NOIDA 201 301 (UP)



15.0	Dispatch Documents required (to be furnished by Vendor for payment)	For Dispatch Payment For materials originating from Indian Territory (a). One (1) original and Six (6) copies of the clean rail/lorry receipt. For payment Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original / copy. (b). One (1) original and Six (6) copies of signed Invoices (Paying Authority along with TIN No. should be mentioned, for VAT cases Annexure-I to be followed). (c). One (1) original and Seven (7) copies of Challan and Packing List (clearly showing number of packages, gross weight and net weight). (d). Six (6) copies of inspection certificate, if any issued by the customer. (e). Eight (8) copies of Customer/BHEL MDCC. (f). Six (6) copies of Approved Test Certificates if any. (g). Delivery order- Two (2) copies. (h). Guarantee Certificate – One (1) Original + One (1) copy. (i). Insurance Intimation - Two (2) copies. (j). CQIR / Inspection Reports – One (1) Original + One (1) copy. (k). PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.
------	---	---

Handwritten signature and date
27/09/17

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
POWER SECTOR, PROJECT ENGINEERING MANAGEMENT
Power Project Engg. Institute, Plot No. 25, Sector 16 - A,
HRDI & ESI Complex, NOIDA 201 301 (UP)



		For materials originating from non-Indian Territory (a). Three (3) original and Seven (7) copies of clean bill of lading or One (1) clean original Airway Bill & Four (4) copies, in case of air freight. (b). One (1) original and Six (6) copies of signed Invoices (Paying Authority along with TIN No. should be Mentioned). (c). One (1) original and Seven (7) copies of Packing List (clearly showing number of packages, gross weight and net weight). (d). Six (6) copies of certificate of country of origin. (e). Eight (8) copies of Customer/BHEL MDCC. (f). Six (6) copies of inspection certificate, if any, issued by the customer/his authorised representative. (g). Six (6) copies of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment. (h). Six (6) 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. (i) Shipping Specification – One (1) copy. (j). Quality Certificate – One (1) copy. (k). Approved Test Certificates if any. - Six (6) copies. (l). Guarantee Certificate – One (1) Original + One (1) copy. (m). Inspection Reports – One (1) Original + One (1) copy. (n). PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.
--	--	--

Handwritten signature and date:
24/09/17

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
POWER SECTOR, PROJECT ENGINEERING MANAGEMENT
Power Project Engg. Institute, Plot No. 25, Sector 16 - A,
HRDI & ESI Complex, NOIDA 201 301 (UP)



		For Claiming Dispatch payments (for materials originating from Indian territory), Freight, MRC & Services Payments - refer GCC.
16.0	Material Receipt Certificate (MRC)	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. For Supply Packages, Material Receipt Certificate shall be arranged by BHEL-PEM. Vendor to provide copy of receipted LR's to enable BHEL-PEM to obtain MRC from site.
17.0	Taxes & Duties (For Domestic Bidder) 	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. 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. 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. Availability of CIF for packages, if any, shall be intimated in NIT. Bidders has to note that in order to derive the total Landed Cost to BHEL, Evaluation shall be done excluding GST quoted by bidders. However, same shall be re-confirmed during techno-commercial evaluation of bids.

[Signature]
27/09/17

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
POWER SECTOR, PROJECT ENGINEERING MANAGEMENT
Power Project Engg. Institute, Plot No. 25, Sector 16 - A,
HRDI & ESI Complex, NOIDA 201 301 (UP)



18.0	Taxes & Duties  (For Order Directly to Foreign Bidders)	In case of Order on foreign Vendor, the dispatches shall be on C&F basis and the 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. Evaluation shall be done as per provisions of GCC.
19.0	Packing, Identification & marking	- 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

Handwritten signature
24/09/17

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
POWER SECTOR, PROJECT ENGINEERING MANAGEMENT
Power Project Engg. Institute, Plot No. 25, Sector 16 - A,
HRDI & ESI Complex, NOIDA 201 301 (UP)



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.

- Rotor bearings should not be used as a support while packing.
- 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:

Handwritten signature and date: 27/09/17

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
POWER SECTOR, PROJECT ENGINEERING MANAGEMENT
Power Project Engg. Institute, Plot No. 25, Sector 16 - A,
HRDI & ESI Complex, NOIDA 201 301 (UP)



		(i). Name and address of Consignee : (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 : Vishakhapatnam Sea Port. (viii). Packing Mark : [symbols indicating "TOP" and other special markings as per (ix). Type of Equipment : "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).
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.

Handwritten signature and date:
24/09/17

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
POWER SECTOR, PROJECT ENGINEERING MANAGEMENT
Power Project Engg. Institute, Plot No. 25, Sector 16 - A,
HRDI & ESI Complex, NOIDA 201 301 (UP)



21.0	Mandatory Spares	The Mandatory spares shall be properly packed separately in separate box 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 Ultimate Customer Contract & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer M/s TSGENCO. 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	Approved By
Name:	NAINA SINGH	ANIL KUMAR PAL	ASIF IQBAL QURAISHI	PERMINDER SINGH
Designation:	MANAGER	SR. MANAGER	DGM	AGM / DH
Signature:				
Date:	27/09/17	27/9/17	27/09/17	05/10/17

	Power Sector – PEM Noida Technical Pre - Qualification Requirements (For Open Tender)	PROJECT: 5X800 MW YADADRI THERMAL POWER STATION
		PACKAGE:CONDENSATE POLISHING UNIT
		DEPARTMENT:- MECHANICAL AUXILIARY
	Sheet 1 of 1	REVISION:- REV 0

PRE-QUALIFICATION REQUIREMENT – CONDENSATE POLISHING UNIT IN YADADRI TPS (5X800 MW)

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

1.0 a)	The Bidder should have designed, supplied, erected and commissioned at least one (1) Condensate Polishing Plant with external regeneration system, comprising of at least two (2) deep mixed bed type service vessels operating in parallel and in conjunction with the main TG unit. Each of these vessels shall have a minimum capacity of 325 m3/hr running successfully for minimum one (1) year from date of commissioning as on the date of bid opening. The bidder shall be qualified for plants having similar external regeneration system with associated mechanical, electrical & control systems, incorporating the same resin separation and regeneration process as adopted in the plants by virtue of which the bidder is qualified.
1.0 b)	The Bidder who do not meet the qualification requirements stipulated at clause 1.0 a) above, may also participate provided the Bidder is a Contractor in water treatment plant and has executed at least one (1) number ion exchange based demineralising plant of minimum capacity of 60 Cu.m/hr consisting of maximum two (2) streams and associates for this bid with an Associate /Collaborator/Technology provider/Licenser/Qualified equipment manufacturer who in turn fully meets the requirements stipulated at clause 1.0 a) above. In such case, the Bidder shall be required to furnish a 'letter of support' from the Associate /Collaborator/Technology provider/Licenser/Qualified equipment manufacturer as per Annexure-I along with scope matrix for execution and the bidder shall be solely liable for the successful performance of condensate polishing plant with technical support (as per scope matrix from Associate /Collaborator/Technology provider/Licenser/Qualified equipment manufacturer).
2.0	Bidder has to submit of following supporting documents meeting above mentioned pre-qualifying requirements. Copy of minimum one performance certificate in English from end user along with copy of related Purchase Order (PO)/ Letter of Intent(LOI)/ Letter of award(LOA) or Work order(WO) specifying that the product is running successfully for one (1) year from date of commissioning, in support of PQR clause mentioned at S. No. 1.0 a) & 1.0 b) above.
3.0	Bidder shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/ purchase order. In order to meet the PQR, the bidder shall provide all necessary data such as type, design, make, capacity, duty conditions, date of commissioning/ operation etc.
4.0	Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a translation copy of its pertinent passages in English language shall be used for purposes of interpretation of the bid.
5.0	Notwithstanding anything stated above, BHEL/Customer reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in overall interest of BHEL/Customer.
6.0	Consideration of offer shall be subject to customer's approval of bidder.
7.0	After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.

ANNEXURE-I

**LETTER OF SUPPORT FOR SATISFACTORY PERFORMANCE OF CONDENSATE POLISHING UNIT
FOR YADADRI TPS (5X800 MW)**

To: Telengana State Power Generation Corporation Ltd

Vidyut Soudha

Khairatabad, Hyderabad-500 082

Sub: Letter of Support submitted From (name of the Associate*/Collaborator*/Technology provider*/Licensor*/Qualified equipment manufacturer*) undertaking the responsibility for satisfactory performance of Condensate polishing unit.

Dear Sirs,

1. In accordance with the Award of the Contract by BHEL, PEM, Noida-201301 (Name of the Contractor) to M/s. (Name of the vendor), we the aforesaid Associate /Collaborator*/Technology provider*/Licensor*/Qualified equipment manufacturer*, (M/s) shall provide technology license and technical support to the licensee as per scope matrix for satisfactory performance of the Condensate polishing unit.
2. Further, the manner of achieving the objective set forth in point 1 above shall be as follows:
For Condensate polishing unit,
 - a) We shall provide technology license and technical support to the licensee as per scope matrix for design, engineering & commissioning, manufacturing and assembly drawings of Condensate polishing unit. Condensate polishing unit shall be manufactured and supplied as per above design provided by us and the drawings approved by Employer.
 - b) We shall depute technical experts to Bidder's/sub-vendor's works for supervision during manufacturing, assembly, erection, commissioning and final testing (as and when necessary) of the Condensate polishing unit.
 - c) We shall promptly provide technical support as per scope matrix to the licensee who will carry out all the corrective measure and shall promptly provide corrected design and the licensee shall undertake replacements, rectifications or modifications to the equipment as required in case the equipment fails to demonstrate successful performance as per contract at site.
 - d) We shall participate in Technical Co-ordination meetings (TCMs) from time to time, as and when required by Employer
3. We, the Associate* /Collaborator*/Technology provider*/Licensor*/Qualified equipment manufacturer* do hereby undertake and confirm that this Letter of Support shall be valid for a period up to commissioning and PG test of condensate polishing unit.

Signature of the Authorised Representative: ...

For M/s

(Associate*/Collaborator*/Technology provider*/Licensor/Qualified equipment manufacturer*)

Name

Designation

Date.....

Common Seal of the Company

***: Strike off whichever is not applicable.**