



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3707915  
Dated/दिनांक : 18-07-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	31-07-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	31-07-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	Da Bhel
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	HVAC - KAHALGAON FGD (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

**Bid Details/बिड विवरण**

<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।</b>	Yes

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	32

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

PSER

DA BHEL, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises  
(Pser)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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**Details of the Competent Authority for MSE**

Name of Competent Authority	HARISH KUMAR
Designation of Competent Authority	GM
Office / Department / Division of Competent Authority	BOP

CA Approval Number	MOP
Competent Authority Approval Date	17-07-2023
Brief Description of the Approval Granted by Competent Authority	APPROVAL RECEIVED FROM COMPETENT AUTHORITY FOR NO MSE PREFERENCE

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

### Reserved for Make In India products

Reserved for Make In India products	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

### Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

PRICE SCHEDULE - [1689678615.xlsx](#)

### HVAC - KAHALGAON FGD ( 1 set )

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

Whether Price variation applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price variation clause document
Yes	PVC ANNEXURE	<a href="#">577aa45269f40058c674e5c4e5e019bc.pdf</a>

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ranjan Kumar Singh	813214, BHEL SITE OFFICE, BHEL-ESP (R&M) Stage-1 (4 X 210 MW), Old BMD Office- NTPC, 1st Floor, Near Stage-1 Chimney, NTPC-Kahalgaon, Bhagalpur, Bihar, PIN-813214	1	2190

**Buyer Consignee Mapping**

S.No./क्र.सं.	Ministry	Organization	Department	Designation	Buyer Name	Consignee Name
1	Ministry of Heavy Industries and Public Enterprises	Bharat Heavy Electricals Limited (BHEL)	Department of Heavy Industry	MANAGER PURCHASE	Rajendra	Ranjan Kumar Singh

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**3. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

**4. Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

**Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**

**Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD**

**Terms & Conditions to be made part of NIT**

<b>PROJECT</b>	:	<b>4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD</b>
<b>PACKAGE</b>	:	<b>HVAC FOR FGD</b>
<b>SUBJECT</b>	:	<b>ADDITIONAL TERMS &amp; CONDITIONS (ATC)</b>

1. Executing Agency	<b>BHEL-PSER</b>
2. Nature of Package (Divisible/Non-Divisible)	<b>Non-Divisible</b>
3. Technical Scope	As per Technical specification No: PE-TS-481- (571-13000-A)-A001 (REV-0)
4. Last Date for Seeking Clarification	05 days before due date of tender opening
5. Schedule of Pre-Bid Discussion	Based on Bidder's request, Pre-Bid meeting shall be arranged.
6. Delivery terms for Supply	FOR Despatch Station
7. Integrity Pact Applicability -	YES
8. PVC (Price Variation Clause).	Yes Refer PVC annexure
9. CIF Content	Not applicable
10. CIF Value	
11. Bidders to download detailed technical specification number- PE-TS-481- (571-13000-A)-A001 (REV-0) at <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> and <a href="http://www.bhel.com">www.bhel.com</a>	
12. In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL. Shri Otem Dai, IAS (Retd.) ( <a href="mailto:iem1@bhel.in">iem1@bhel.in</a> ) Shri Bishwamitra Pandey, IRAS (Retd.) ( <a href="mailto:iem2@bhel.in">iem2@bhel.in</a> ) Shri Mukesh Mittal, IRS (Retd.) ( <a href="mailto:iem3@bhel.in">iem3@bhel.in</a> )	
13. Delivery Schedule –  Design/Engg. Services- Drawing/ documents submission schedule shall be as per Annexure-VII (Sub Section-E) of Technical Specification- PE-TS-481- (571-13000-A)-A001.  Supply (along with commissioning spares) – 08 months from the date of LOA.  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.  Mandatory Spares - Mandatory Spares and Tools & tackles (if any) are to be delivered along with the last consignment of main supply within the contractual delivery period.  O&M Services- Personnel for O&M Services shall be deputed within 10 days of intimation.  ** For PVC calculation purpose contractual delivery for E&C shall be considered as 14 months from LOA	

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

Delivery on GeM portal shall be selected as 2190 days. Same shall be indicative to suffice the GeM portal requirement.

#### 14. Evaluation Criteria

Total Package Price (including freight and taxes)

Bidder has to quote the total package price of complete scope, as per technical specification, in GeM. Price break up of total package price shall be provided by bidder in price format uploaded in GeM.

In case of discrepancy between total package price and price break up, total price quoted on GeM shall prevail and break up shall be corrected accordingly.

Bidder to refer clause no. 3.0 (Instruction to bidder), GCC BOP for E&C charges and note of clause no 9.4 (General Commercial Terms & Conditions), GCC BOP for Engineering Design charges.

15. Over all (%) quantity variation: The variation on overall package value due to changes in the scope shall be limited to +/-30. Please refer clause no 6 of GCTC of GCC BOP

16. Bidders are requested to refer clause no 26.0 (Make in India) of GCC-BOP.

“For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier is as defined in Public Procurement (Preference to Make India), Order 2017 dated 16.09.2020 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.”

This package is not divisible in nature. The margin of purchase preference shall be as per order dtd. 16.09.2020. For this tender, offer from only class-1 local suppliers (meeting minimum 60% local content requirement) shall be considered.

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

- Provide a self- certificate (in line with attached draft) giving the percentage of local content.
- Provide the details of the location(s) at which the local value addition shall be made.

17. **M/s Ventech Systems Private Limited and M/s Greenoz Cooling System Private Limited are not eligible to quote for the tender.**

18. All the terms & condition shall be as per Terms & Conditions of NIT ( enclosed ), SCC Rev-00 of the Project, GCC BOP Rev-00

#### PQR Applicability

Technical PQR



Financial PQR



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### Terms & Conditions to be made part of NIT

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

1. 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.

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.

2. Payment Terms - As per GCC BOP Rev-00. Provision of offline payment in GeM shall be utilized.
3. Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents:
  - i. 90 days for non MSME as per MSMED Act
  - ii. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
  - iii. 60 days for vendors qualified as Medium Enterprises as per MSMED Act.

#### Notes:

1. Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. In case PVC indices not available, vendors to submit PVC invoices on availability of applicable indices.
2. Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of remaining payments.
4. 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.
5. HSE Plan for site operations by contractor shall be applicable.
6. Bidder to quote non zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.
7. Construction power and construction water shall be as follows:

Construction Power: To meet the construction power requirement of the complete FGD and associated systems, the Customer shall provide Two Number 415V feeders in LT switchgears in each stage, power drawal limited to 400KVA or as permitted by respective DISCOM,

## Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD

### Terms & Conditions to be made part of NIT

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whichever is lower, from each feeder. In case total construction power requirement is more than specified above, Contractor may use one of the Owner's existing HT feeders proposed to be used for FGD, the modification of which is in scope of Contractor as per Tender SLD.

The Contractor shall extend supply from these Construction power feeders to meet the construction power requirements at the various locations included in the Contractor's scope through suitably rated Isolation Transformers along with LT distribution boards as per requirement. LT Packaged Sub-stations with isolation transformers may also be used for this purpose. Suitable metering arrangement along with associated Instrument transformers and Metering Cubicles meeting the DISCOM requirements shall be provided by the Contractor at each Construction power feeder, for the measurement of actual energy consumed by the Contractor. The charges only for the actual energy consumed by the Contractor shall be recovered by the BHEL based on prevalent rate of DISCOM for type of connection (HT/LT as applicable). Complete Construction Power arrangement along with power draw limits shall comply with respective DISCOM service rules.

Supply, erection, testing and commissioning of all equipments as required for further distribution for meeting the construction power requirements shall be in the Contractor's scope. All necessary statutory requirements for charging construction power of Contractor's network shall be in the Contractor's scope. Construction power supply network is a temporary arrangement which shall be used during the project construction phase. To meet this requirement, the equipments may be arranged by Contractor either by shifting their existing equipments at other installation or by fresh procurement, which may be taken back after commissioning of the project. Even though the BHEL shall make all efforts to maintain a continuous supply of construction power, the same is not guaranteed and BHEL shall not be responsible for any loss or delays which the contractor may suffer on this account. Also the BHEL shall not entertain any claim for exemption/reduction of liquidated damages for delay in execution of the contract due to irregular power supply. Contractor shall arrange/provide necessary backup arrangement on his own for uninterrupted power supply.

The Contractor shall maintain a minimum drawl power factor as per DISCOM regulations for their substations, and all such devices for maintaining power factor shall be under the scope of contractor. All temporary wiring must comply with local regulations and will be subject to BHEL's inspection and approval before connection to supply. Power supply shall not be provided for use in labor and staff colony.

Construction Water: - Bidder has to make an arrangement for construction water at his own cost by resorting to the methods like bore well (if permitted), water tankers etc. All permissions in this regard is to be arranged by bidder only

8. Following tentative insurance deductibles / excess shall be part of NIT.

#### EXCESS/ DEDUCTIBLE

For Marine Cover:

- i). 0.25% of consignment value subject to minimum of Rs 20,000/

For Storage /Erection and Testing Cover:

- i) Normal Excess: 5 % of the claim amount subject to a minimum of Rs. 75,000 EEL.

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- ii) Testing Excess: 5% of the claim amount subject to minimum of Rs. 2,00,000 EEL.
- iii) Act of God Perils: 10% of the claim amount subject to minimum of testing period excess.
- iv) Fire / Explosion Claims: Minimum Excess as per Tariff

#### SELF-SURVEY LIMIT:

For all claims this limit will be Rs. 20,000 over and above the excess applicable.

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

#### 9. Contract Performance Bank Guarantee

a) Contract Performance Bank Guarantee shall be 03%.

Initial ePBG validity	32 months: - Initial e-PBG validity shall be 32 months from PO date for Main supply (Considering delivery period of 12 months + 18 months guarantee period + 2 months claim period is already mentioned in GTC cl no. 7.ii of GeM (applicable as on date). However, BG will be released only after completion of all contractual liability or guarantee period whichever is later.
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Clause no 11.0 (except Clause no 11.3) of GCTC of GCC BOP Rev-00 along with its notes shall also be applicable. BG value shall remain 3% instead of 5% as mentioned in Clause No 11.1 of GCTC of GCC BOP

- 10. 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.
- 11. Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dated 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.
- 12. This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated.20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc.) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the items/Package”
- 13. 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.
- 14. 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

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process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines

15. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common;' or
  - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them;
- or
- c) they have the same legal representative/agent for purposes of this bid; or
  - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
  - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
  - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
    - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
    - 2. Indian/foreign agent on behalf of only one principal,'
- or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
  - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "
16. "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."
17. "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."

## Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD

### Terms & Conditions to be made part of NIT

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18. Bidder to agree with clause no. 1.6,3, & 22 (Instruction to bidders), clause no. 6.0, 10.0, 12.0, 13.0, 14.0 to 30.0, 34.2, 36.0 to 46.0 of GCC BOP (available on [www.pem.bhel.com](http://www.pem.bhel.com)) & SCC of the project.
19. Pre - Bid meeting may be conducted, if required, and the same shall be communicated through corrigenda for this tender enquiry before technical bid opening.
20. 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.
21. Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dated 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.
22. This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated.20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the items/Package"
23. 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.
24. 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
25. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - a) they have controlling partner (s) in common;' or
  - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
  - c) they have the same legal representative/agent for purposes of this bid; or
  - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
  - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are

## Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD

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involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or


- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2. Indian/foreign agent on behalf of only one principal,'
    - i. or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

- 26. 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 finalization.
- 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)), GeM Portal & BHEL-PEM website ([www.pem.bhel.com](http://www.pem.bhel.com)). Bidders should regularly visit websites to keep themselves updated.

# Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD

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### FINANCIAL PQR


	PRE - QUALIFYING REQUIREMENTS
ENQUIRY NO:	
PROJECT:	4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD
PACKAGE:	HVAC FOR FGD SYSTEM
<b>CRITERIA FOR EVALUATION - FINANCIAL :</b>	
Average annual financial turnover during the last Three Financial Years should not be less than Rs.One Crore Eighteen Lakh only	Amount (in Rs.) 1,18,00,000.00
<b>Notes:-</b>	
a) The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for last three years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below:-	
i) If the accounts are available for $\leq 1$ Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).	
ii) If the accounts are available for $>1$ but $\leq 2$ Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).	
iii) If the accounts are available for $>2$ but $\leq 3$ Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).	
b) Foreign bidder is to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria.	
c) Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, turnover figure excluding taxes shall be considered.	
d) For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.	

# Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD

## Terms & Conditions to be made part of NIT

### TECHNICAL PQR

#### BHEL-PEM-MAUX PRE-QUALIFICATION CRITERIA

	PACKAGE: HVAC FOR FGD SYSTEM PROJECT: 4 X 210MW + 3 X 500MW KAHALGAON STPP – FGD SYSTEM PRE-QUALIFICATION REQUIREMENT	PE-PQ-481-(571-13000-A)-A001	
		DATE	27/06/2023
		REV NO	00

1.	Supplier should have designed, supplied, erected and commissioned at least one (1) number of either of the following systems: - <ul style="list-style-type: none"><li>AC system: - Minimum installed capacity of AC systems shall be 30 TR (Chiller/Precision package AC/Condensing unit/Package AC/ Ductable Split AC) along with associated ducting work etc. for complete Air Conditioning system.</li></ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"><li>Ventilation System: - Minimum installed capacity of single UAF / Air Washer / Fan Filtration Unit with Centrifugal Fan, shall be 50,000 CMH along with associated ducting work etc. for complete Ventilation system.</li></ul>
2.	The supplier has to submit following supporting documents meeting above mentioned pre-qualifying requirement. Copy of minimum one (1) performance certificate (in English) from end user along with copy of related Purchase Order (PO) or Letter of Intent (LOI) or letter of Award (LOA) or Work Order (WO) specifying that the product is running successfully for one (1) year from date of commissioning as on date of bid opening in support of PQR clause at S. No. 1.0 above.
3.	Bidders shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate / purchase order.
4.	Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated documents should also be submitted.
5.	Notwithstanding anything stated above, CUSTOMER/BHEL reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.
6.	Consideration of offers shall be subject to customer's approval of bidders, if applicable.
7.	After satisfactory fulfilment of all the above criteria / requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.
8.	The bidder shall meet PQR based on its own credentials. Bid from joint venture (JV) company / Consortium bid is not acceptable.

# Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD

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### INTEGRITY PACT

#### 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 \_\_\_\_\_ (hereinafter referred to as "Contract"). 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 panel of Independent External Monitor(s) (IEMs), 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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during 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.

# Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD

## Terms & Conditions to be made part of NIT

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 shall 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, terminate the contract, if already awarded, exclude from future business dealings and/ 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 (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

### Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

### Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity 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 panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

# Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD

## Terms & Conditions to be made part of NIT

- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted, However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a 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 or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, 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 the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs 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 Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have 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 IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

### Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact 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. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, 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 Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor (s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact 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 Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

**Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD**

**Terms & Conditions to be made part of NIT**

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

Sumeet Sahay

Digitally signed by Sumeet Sahay  
DN: cn=Sumeet Sahay, o=Power  
Systems, email=Sumeet.Sahay@NTPC,  
serial=2022.04.28.14:57:56+05'30'

For & On behalf of the Principal  
(Office Seal)

For & On behalf of the Bidder/ Contractor  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

SHARAD  
Witness  
CHANDRA  
(Name & Address)

Digitally signed by SHARAD CHANDRA  
DN: cn=SHARAD CHANDRA, o=POWER SYSTEMS,  
email=sharad.chandra@npsc.com, serial=2022.04.28.14:57:56+05'30'

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

**Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD**

**Terms & Conditions to be made part of NIT**

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**Certification regarding land border**

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

Ref: .....

Date: .....

To,

Bharat Heavy Electricals Limited

PEM, PPEI Building,

Plot No 25, Sector -16A

Noida (U.P)-201301

Reference:

Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.

Tender Enquiry No-.....

Offer No-.....

Name of Package: .....

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that Company name, is not from such a country and is eligible to be considered.

Thanking You,

Yours faithfully,

(Company director seal and signature)

**Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD**

**Terms & Conditions to be made part of NIT**

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**Certification regarding local content**

**Company Letter head**

Ref: .....

Date: .....

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

**Subject: - Certification regarding local content**

Reference: Tender Enquiry No-.....

Name of Package: .....

Dear Sir,

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

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

Thanking You,

(AUTHORISED SIGNATORY)

# Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD

## Terms & Conditions to be made part of NIT

### PVC ANNEXURE

#### **PRICE ADJUSTMENT FOR SUPPLY AND MANDATORY SPARES**

- (i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of material in accordance with the provisions described below
- (ii) The price adjustment provisions shall be applicable separately for price components relating to Supply of Equipment as per price break-up furnished by the Contractor.
- (iii) Only following components of the Contract Price will be subject to Price adjustment:
  - (a) Ex-Works supply price of Plant and Equipment including commissioning spares, Mandatory spares.
- (iv) Price adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of Contract (INR).
- (v) The indices for price adjustment shall be as elaborated hereunder.
- (vi) The price adjustment formula for the components of the Contract Price, as mentioned at SI.No. (iii) above, shall be as stipulated hereinafter.
- (vii) **Ex-Works Price Component of Plant and Equipment including Mandatory Spares**

The amount of price adjustment towards variable portion payable/recoverable on each item shall be computed as under:

Indices to be used for each item shall be as per Economic advisor WPI data for finished goods published at [www.eajindustry.nic.in](http://www.eajindustry.nic.in) for respective month.

Major list of Indices to be used for HVAC are specified in table A below

Wherever indices of items are not directly specified in WPI data, Indices for the same shall be suitably decided during execution of contract.

EC against each item shall be calculated as per following formula

$$EC = \frac{(P1 - P0) \times EC0}{P0}$$

Where

EC = Adjustment to Ex-Works supply Price Component expressed in the currency of The Contract (INR) payable/recoverable to the contractor for each shipment/despatch.

EC0 = Ex-Works supply Price for the plant and equipment in the currency of the Contract (INR), shipment/despatch wise.

P1 = Indices as on date of dispatch

P0 = Indices as on date of completion of delivery as per LOA.

# Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD

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Note:

- 1) PVC shall be applicable only beyond original overall completion schedule as per LOA. PVC shall be applicable only if the delay is not attributable to contractor/ vendor. However even if the delay is attributable to vendor then also the negative price variation shall be passed on to BHEL.
- 2) Though the calculation shall be done for each Billing Break up (BBU) item at the time of dispatch as per formula mentioned above, Total/Net price variation of package shall be calculated and settled at the end of all required supplies of the package and shall be limited to (+) 10% of Total Ex-Works Supply Price including Mandatory spares.

**TABLE A**

Chillers
Cooling Towers
Steel pipes, tubes & poles
Cold Rolled (CR) Coils & Sheets, including Narrow Strip
Steel Container
Air Conditioner
Manufacture of plastics products
Centrifugal Pumps
Manufacture of Fabricated Metal Products, Except Machinery and Equipment
Manufacture of other fabricated metal products
Manufacture of lifting and handling equipment
Manufacture of electronic components
Manufacture of measuring, testing, navigating and control equipment
Salt
Manufacture of Water purifier
Manufacture of Electric heaters
Manufacture of steam generators, except central heating hot water boilers
Manufacture of Fan
Hand tools
Processed rubber
Air Coolers
Manufacture of AC motor
GC/GP sheets
Manufacture Of Electrical Equipment
Industrial Valves

## Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD

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#### **PRICE ADJUSTMENT FOR SERVICE PART (E&C)**

- (i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour in accordance with the provisions described below.
- (ii) The price adjustment provisions shall be applicable for price components relating to service part (E&C) as per price break-up furnished by the Contractor.
- (iii) Only following components of the Contract Price will be subject to Price adjustment:
  - (a) Service part (E&C) component of Contract Price.
- (vi) The indices for price adjustment shall be as elaborated hereunder.
- (v) The price adjustment formula for the components of the Contract Price, as mentioned at S.No. (iii) above shall be as stipulated hereinafter.

#### **a) Indian Rupee Portion of the Installation Services**

ER = ER1 – ER0

ER1 will be computed as follows:

$$ER1 = ER0 (0.15 + L_0 \times (L_1 / L_0))$$

Where:

ER = Adjustment to Erection & Commissioning price component of contract price expressed in Indian Rupees payable to the contractor for each billing.

ER1 = Adjusted amount of Erection & Commissioning price component of contract price expressed in Indian Rupees payable to the Contractor.

ER0 = Value of the Erection & Commissioning work done in the billing period, which shall be calculated as under:

For the purpose of computing ER0, each Erection & commissioning bill (service part) during the E & C period up to the 'Completion of the Facilities' shall be calculated as described in this document.

$L_0$  - Coefficient of labour (for all categories) content in the Indian Rupee portion of the erection & commissioning = 0.85

L = Indian field labour index namely, all India consumer price index for industrial workers (All India Monthly Average) as published labour bureau, Shimla, Government of India.

For the indices, subscript '0' refers to indices as on date of completion of delivery as per LOA.

Subscript '1' refers to indices as applicable for the month of execution of the E & C work

Note:

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

2) The price variation shall be limited to +10% of total E&C price (excluding taxes).

# Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD

## Terms & Conditions to be made part of NIT

SCC



PEM / PG-III, BHEL, Noida

**SPECIAL CONDITIONS OF CONTRACT (SCC) Rev-0**

**4x210MW & 3X500MW NTPC KAHALGAON STPS STG-I & II (FGD SYSTEM PACKAGE); Job No. 481**

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

Sl No.	Title	Description
1.	Project Name	4x210MW & 3X500MW NTPC KAHALGAON STPS STG-I & II (FGD SYSTEM PACKAGE)
2.	Nature of project & Type of Bidding	Non-Mega, National Competitive Bidding
3.	Customer Order Ref No	CS-4200-109(4)-9-FC-COA-6916 CS-4200-109(4)-9-FC-COA-6917
4.	BHEL's Customer	NTPC
5.	NTPC site GSTIN	10AAACN0255D2ZC
6.	Customer Consultants	No consultant
7.	Consignee Address (BILL TO)	For supply package: BHEL, Power Sector-Project Engineering Management, Power Project Engineering Institute, Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301. GSTIN: 09AAACB4146P2ZC  For turnkey packages (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSER): The Construction Manager, BHEL Site Office, Old BMD(NTPC) Office, Near Stage-I Chimney 4X210MW STAGE-I & 3X500MW STAGE-II FGD NTPC-KAHALGAON DIST: BHAGALPUR, STATE: BIHAR 813214 BHEL PSER GSTIN No.- 10AAACB4146P1ZU
8.	Delivery Address (SHIP TO)	The Construction Manager, BHEL Site Office, Old BMD(NTPC) Office, Near Stage-I Chimney 4X210MW STAGE-I & 3X500MW STAGE-II FGD NTPC-KAHALGAON DIST: BHAGALPUR, STATE: BIHAR 813214
9.	BHEL Site Office Address	The Construction Manager, BHEL Site Office, Old BMD(NTPC) Office, Near Stage-I Chimney 4X210MW STAGE-I & 3X500MW STAGE-II FGD NTPC-KAHALGAON DIST: BHAGALPUR, STATE: BIHAR 813214
10.	Location of Plant	The plant is located in Bhagalpur district of Bihar, having latitude and longitude of 25degree 15"N and 87degree 15E respectively. Bhagalpur town is located at a distance of about 30 kms from the plant. Colgong (Kahalgaon) railway station on Patna Kolkata broad (BG) section of Eastern Railway (NR) is 2 kms away. The nearest airport is located at Patna at a distance of approximately 250 km from the project site.
11.	Mode of Dispatch	For indigenous supplies: By Rail/Road on door delivery and freight pre-paid basis. For imported supplies: On C&F basis.
12.	BHEL GSTIN Details	For supply packages: BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC For Turnkey packages: BHEL PSER BIHAR GSTIN No.- 10AAACB4146P1ZU
13.	Transit Insurance	In BHEL Scope.  For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office:  (i) Policy No.

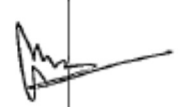
*Jalaluddin*  
24/10/2020

# Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD

## Terms & Conditions to be made part of NIT

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

*John Lamb*  
24/10/2020



# Project- 4X210 MW + 3 X 500 MW NTPC KAHALGAON-FGD

## Terms & Conditions to be made part of NIT

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

	Prepared by	Checked by	Reviewed by	Approved by
Name	Isha Rawat	Sanjeev Kumar	Sanjeev Kumar	Asim Mishra
Designation	Dy Manager/ PG III	DGM / PG III	DGM / PG III	AGM & DH/ PG III
Signature	