



**BHARAT HEAVY ELECTRICALS LIMITED**  
**POWER SECTOR SOUTHERN REGION, CHENNAI**  
**NOTICE INVITING TENDER (NIT)**

**Enquiry No. PSSR-BOP-Yadadri TPS -001**

**Date: 11.11.2024**

**BHEL invites offer from reputed Suppliers for Balance works of Ventilation package including mandatory spares for Stage I of 5x800 MW Yadadri TPS as per following details:**

1. Mode of Enquiry	E-Procurement
2. Tender Type	Limited Tender (Domestic-Indian)
3. Package	Ventilation
4. Project	5 X 800 MW Yadadri Project
5. Due Date & Time	21.11.2024, 11.00 AM IST
6. End Customer	TG GENCO
7. Executing Agency	BHEL-PSSR
8. Nature of Package (Divisible/Non-Divisible)	Non-Divisible
9. Technical Scope	As per Technical specification No: PE-TS-417-554-A006 (R 00)
10. Pre-Bid Discussion	Applicable
11. Last Date for Seeking Clarification	13.11.2024 Bidders to contact BHEL (over email/visit-BHEL-PSSR) for any clarification (technical or commercial) & get it clarified well before last date of seeking clarification.  BHEL reserves the right not to respond to pre-bid clarifications received after last date of seeking clarification. Bidders to furnish the pre-bid queries in editable format also.
12. Schedule of Pre-Bid Discussion	13.11.2024, 03.00 PM IST
13. Pre-Qualification Requirements	a) Submission of Integrity Pact duly signed b) Submission of all documents as prescribed in the Tender including "No Deviation Certificate"
14. Price Basis	PVC Applicable, Refer NIT Annexure 5.
15. Price Finalisation Mode	Reverse Auction. In case of single qualified bid, price bid of single qualified bidder shall be opened
16. CIF Applicability	Not Applicable
17. Customer Approval	Not applicable
18. Eligibility of Tender as per MII Order	Minimum 60%- Class-I Local Supplier
19. Evaluation Criteria	Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable. The evaluation currency for this tender shall be INR.  In RA, the loading (technical/commercial), if any, shall be added by bidder while submitting the bid in reverse auction portal. Ordering shall be done after de-loading the commercial/technical loading from bidder's final price.  In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than



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	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.
20. Integrity Pact Applicability - YES	<p>In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL.</p> <ol style="list-style-type: none"><li>1. Shri Otem Dai, IAS (Retd.) (iem1@bhel.in)</li><li>2. Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in)</li><li>3. Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)</li></ol>
21. Bidder to note that this is a Limited (Domestic-Indian) Tender enquiry & PBO/RA participation shall be subject to following condition:  a. Techno-commercial acceptance of offer by BHEL-PSSR.	
22. Earnest Money Deposit (also known as Bid Security)	<b>EMD is Not Applicable.</b>
23. Performance Security	<p>I. Initially 10% of the contract value. However, 5% of the contract value (as above) will be released after completion of Main Supply based on certification by BHEL.</p> <p style="text-align: center;">OR</p> <p>II. 5% of the contract value (total order value excluding PVC). Additional 5% of the contract value will be retained from first bill &amp; subsequent bill(s) of the same contract. The retention amount will be released after completion of Main Supply based on certification by BHEL.</p> <p>III. Validity of performance security: Till completion of guarantee period.</p> <p><b>Modes of deposit:</b></p> <p>Performance security may be furnished in the following forms:</p> <ol style="list-style-type: none"><li>a. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</li><li>b. Bank Guarantee in favour of BHEL PSSR, Chennai from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. (BG to be in favour of BHEL-PSSR, Chennai, format as per GCC-BOP Annexure III. Any claim or dispute arising under the terms of this Guarantee shall be subject to the exclusive jurisdiction of the court at Chennai. BG should be signed by two bank officials. Issuing Bank Name, Address, Mail Id And Contact Number should be</li></ol>



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	<p>mentioned in BG. Banks' place of invocation (Chennai branch address with contact details) should be mentioned in the BG.</p> <p>In Case of SFMS Compliant BG the same may be indicated during BG Submission to BHEL-PSSR, Chennai.)</p> <p>c. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>d. Insurance Surety Bond.</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <p>Performance Security is to be furnished within 14 days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p><b>Forfeiture of Performance Security:</b></p> <p>a. The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>Performance security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>The Performance Security shall not carry any interest.</p> <p>In addition to above, other clauses as per 11 of GCTC (GCC-BOP Rev 0) shall be applicable.</p>
24. Breach of contract, Remedies and Termination	<p>Clause no. 27.0 of GCTC of GCC-BOP is not applicable. However, in case of Breach of Contract by supplier, BHEL shall recover 10% of the contract value from the supplier using following instruments:</p> <p>(i) Encashment of security instruments like EMD, Performance Security with PSSR against the said contract</p>



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	<p>(ii) Balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Vendor, retention amount etc. with BHEL.</p> <p>(iii) Balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL</p> <p>(iv) if recovery is not possible then legal remedies shall be pursued”</p> <p>The balance scope shall be got done independently without Risk &amp; Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
25. Delivery terms for Supply portion	FOR Despatch Station
26. Watch and ward of materials at site	In Bidder scope as per cl. No. 17.6 of GCTC (GCC-BOP Rev 0)
27. Price Adjustment (Price Variation Clause, i.e. PVC)	Applicable
28. LD applicability	Refer BOP GCC Corrigendum 1 clause 16.2.1
29. Technical Conditions (Additional)	Technical Conditions (Additional) shall be part of this tender (refer NIT Annexure 1). Bidder to quote after considering the same.
<b>30. Delivery Schedule</b> shall be as follows-	
<p>Main supply: to be completed in 5 months from date of LOA</p> <p>Erection &amp; Commissioning including PG Test &amp; handing over to end Customer (TG GENCO) to be completed within 6 months from date of LOA. Site front is readily available.</p> <p>Mandatory Spares - Mandatory Spares and Tools &amp; tackles (if any) are to be delivered along with the last consignment of main supply within the contractual delivery period.</p> <p>Note: Above delivery conditions are to be complied by bidder strictly.</p> <p>Guarantee of the package shall be as per GCC-BOP (Ref. Clause 12 of GCTC)</p>	
<b>31. Payment Terms</b> - As per GCC BOP Rev-00.	
<b>32. Evaluation Criteria</b> - Total Package Price (including freight and taxes)	
<p>Bidder has to quote the total package price of complete scope, as per technical specification, (including main supply along with commissioning spares, Erection &amp; Commissioning and supply of mandatory spares. Price break up of total package price shall be provided by bidder in price format.</p> <p>In case of discrepancy between total package price and price break up, total price quoted shall prevail and break up shall be corrected accordingly.</p>	



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33. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:

- i. Amendments to Purchase Order/ Work Order/ Framework Agreement
- ii. Purchase Order/ Work Order/ Framework Agreement
- iii. Letter of intent (LOI)/ Letter of Award (LOA)
- iv. Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions
- v. The final set of deviations acceptable to purchaser with loading as specified in relevant section.
- vi. Corrigenda to NIT, with those of later date having precedence over those of earlier date
- vii. Enquiry letter along with Buyer specific ATC and annexures except documents listed in point no (viii) to (ix) below
- viii. Technical specifications
- ix. Special Conditions of Contract (SCC)
- x. GCC – BOP Rev 00 along with corrigendum-01 to GCC - BOP

34. Policy deductibles as follows:

A) Marine-0.25% of consignment value, minimum 20,000/-in respect of each and every loss.

SCE-

Normal-5% of claim amount subject to minimum of 1.25 Crs. for each and every loss.

AOG/Testing-10% of the claim amount subject to minimum of 2.5 Crs. for each and every loss.

35. 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.

36. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).

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

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

1.2. Commitment by Bidder/ Supplier/ Contractor:



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1.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

37. 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.

38. Make in India: 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 shall be as defined in Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024 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. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024.

This package is not divisible in nature. The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. 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:

- 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. ii.
- ii. Provide the details of the location(s) at which the local value addition shall be made.

Please submit the extract of AGM Resolution of your company regarding appointment of statutory auditor or cost auditor of current year.

39. MSE Purchase preference: Purchase preference would be applicable to MSE bidders as per GOI circular (No. F.1/4/2021-PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications.





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40. Bidders to comply Govt. of India, Ministry of Power order no-25-11/6/2018-PG dated 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.
41. 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"
42. 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.
43. 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
44. 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



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- 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.
45. HSE Plan Rev-02 for site operations by contractor shall be applicable.  
Bidders can also download detailed HSE Plan Rev-02 from [www.pem.bhel.com](http://www.pem.bhel.com) and [www.bhel.com](http://www.bhel.com).
46. Bidder to quote non-zero freight %.
47. "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."
48. 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.
49. Jurisdiction mentioned in BOP GCC, GCTC Clause Nos 33, 34 and 35 shall be Chennai
50. All formats/declarations/Annexures shall be addressed to "Bharat Heavy Electricals Limited, Power Sector Southern Region, BHEL Integrated Office Complex, TNEB Road, Chennai 600 100."
51. 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
52. 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:  
a) Offer forwarding/ covering letter  
b) Local Content Certificate in line with Make in India circular.  
c) Land Border Certificate.  
d) Integrity Pact  
e) Documents required for meeting Technical & Financial PQRs  
f) Un-price bid,  
g) Annexure-II of GCC-BOP Rev 00 (Cost of Withdrawal of Deviation) and  
h) Price bid
53. It shall be the responsibility of the bidder to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.
54. Other Terms & Conditions shall be as per enclosed Special Conditions of Contract (SCC) of the project, General Conditions of Contract (GCC)-BOP Rev 00 along with corrigendum-01 to GCC - BOP and other Terms and Conditions included in this Enquiry Letter





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

Hena Eben SDGM/Purchase Bharat Heavy Electricals Limited Power Sector - Southern Region BHEL Integrated Office Complex, TNEB Road, Pallikaranai, Chennai – 600100 <a href="mailto:hena@bhel.in">hena@bhel.in</a> Phone: 044 - 2458 9415	Sreenath N G Manager/Purchase Bharat Heavy Electricals Limited Power Sector - Southern Region BHEL Integrated Office Complex, TNEB Road, Pallikaranai, Chennai – 600100 <a href="mailto:sreenath.ng@bhel.in">sreenath.ng@bhel.in</a> Phone: 044 - 2458 9419
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Thanking You,  
For and on behalf of BHEL

AGM/ Purchase

ATC



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**ANNEXURE 1**

**TECHNICAL CONDITIONS (ADDITIONAL)**

**Technical Conditions (Additional) for Supplies & Works of Ventilation Package of 5x800 MW**  
**Yadadri TPS**

- The Ventilation package of subject project was originally Designed and Engineered by another agency. However, the complete Supplies and Erection works could not be executed ( Only partial supplies and erection taken up . The bidder is required to supply all the balance materials under this tender, complete all the balance erection works under this tender, perform PG test of the entire Ventilation package and handover the System to end customer M/s TG GENCO.
- As partial items are already supplied/ erected by earlier vendor, BOQ is prepared for balance items only. Hence all items mentioned in current BOQ are Variable items. Hence Quantity variation clause in BOP GCC Rev 00 is not applicable.
- The Civil fronts have already been provided at site based on the Detailed Engineering Documents submitted by the said agency and approved by BHEL/ Customer/ Consultant. The items to be supplied by Bidder should be able to integrate/hook with the existing Civil Work/Foundation. Bidder shall carryout rectification in existing/under construction civil work if any, before erection & commissioning of the plant
- The list of materials to be supplied under this tender is attached as Annexure- under suggestive price format.
- The indicative list of works to be executed under this tender is as below.
  - Erection, Commissioning & Performance Guarantee testing of materials being supplied under this contract.
  - Erection, commissioning of works as per quantum specified in Annexure of suggestive price format.
  - All the tools & tackles, consumables required for completion of works shall be in the scope of bidder.
- Bidder to visit site to acquaint themselves of the prevailing site conditions before offer submission.



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**ANNEXURE 2**

**CERTIFICATION REGARDING LOCAL CONTENT**

**Letter head of CA/ Statutory auditor / Cost auditor**

Ref: .....

Date: .....

To,  
Bharat Heavy Electricals Limited  
Power Sector Southern Region,  
BHEL Integrated Office Complex, Chennai 600 100

**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.

Further, cost of locally imported items (inclusive of taxes) sourced locally from resellers/ distributors is Rs ..... and cost of licence/royalty paid/technical expertise cost etc. source from outside of India is Rs.....

Details of the location(s) at which the local value addition is made are as follows-

.....  
.....

Thanking You,  
For (CA/Cost Firm Name with FRN & Seal)  
Chartered/Cost Accountants  
(name of Member)  
(Membership no.)  
(UDIN no.)



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**ANNEXURE 3**

**CERTIFICATION REGARDING LAND BORDER**

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

Ref: .....

Date: .....

To,  
Bharat Heavy Electricals Limited  
Power Sector Southern Region,  
BHEL Integrated Office Complex, Chennai 600 100

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)



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**ANNEXURE 4**

**BANK GUARANTEE FOR EMD**

Not Applicable

ATC



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**ANNEXURE 5**

**PRICE VARIATION CLAUSE**

**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 Sl.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.eaindustry.nic.in](http://www.eaindustry.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.





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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



**BHARAT HEAVY ELECTRICALS LIMITED**  
**POWER SECTOR SOUTHERN REGION, CHENNAI**  
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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 Sl.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:

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

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.

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



**BHARAT HEAVY ELECTRICALS LIMITED**  
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**ANNEXURE 6**

**SPECIAL CONDITIONS OF CONTRACT**

Project Engineering  
Management


**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
POWER SECTOR, PROJECT ENGINEERING MANAGEMENT  
Power Project Engg. Institute, Plot No. 25, Sector 16 - A,  
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**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	<p><b>Location:</b> At Virlapalem Village, Damaracherla Mandal, Nalgonda District, Telangana State, India. Site is located 7 Kms from NH5.</p> <p><b>Access by:</b> <b>Nearest Railway Station:</b> 6.5 Km from Damaracherla. <b>Nearest Airport:</b> Vijayawada airport (130 Km) <b>Nearest sea port:</b> Vishakhapatnam Sea Port. <b>Access by road:</b> 30KM from Miryalaguda <b>Latitude:</b> 16° 42'20.40 N. <b>Longitude:</b> 79° 34'41.56 E <b>Elevation above MSL:</b> 85m</p>
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.)

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	Notes	Consignee address (Bill To) in Invoice & LR should be strictly as per SI. 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 SI. 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 <b><u>BHEL-PSSR</u></b> .
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

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	Name of the Insurance Company details	Later
10.0	BHEL-PEM GST No. 	BHEL PEM: 09AAACB4146R2ZC
11.0	Customer GST & PAN No 	TSGENCO provisional GST no.- 36AAFCT0257Q3ZT PAN No. - AAFCT0257Q
12.0	Unloading at site	<ul style="list-style-type: none"><li>- 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).</li><li>- By Vendor for Turnkey i.e. Supply and Erection &amp; Commissioning Packages.</li></ul>
	Storage at site	<ul style="list-style-type: none"><li>- By BHEL site for Supply packages.</li><li>- By Vendor for Turnkey i.e. Supply and Erection &amp; Commissioning Packages.</li></ul>
	Movement of Material within Site	<ul style="list-style-type: none"><li>- By BHEL site for Supply packages.</li><li>- By Vendor for Turnkey i.e. Supply and Erection &amp; Commissioning Packages.</li></ul>
13.0	Provision of facilities at Site (Applicable for Turnkey Packages)	<b>Construction Power:</b> Construction Power shall be provided free of cost at one point.  <b>Construction Water:</b> Construction water shall be provided free of cost at one point.

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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)	<p>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.</p> <p>The Test Certificates &amp; 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 &amp; Test certificates shall be reviewed by PEM-Engineering in line with the Technical Specifications &amp; 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.</p>

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15.0	Dispatch Documents required (to be furnished by Vendor for payment)	<p>For Dispatch Payment</p> <p>For materials originating from Indian Territory</p> <p>(a). One (1) original and Six (6) copies of the clean rail/lorry receipt. For payment Receipted LR (signed &amp; stamped)/ confirmation from site regarding receipt of packages/ Boxes original / copy.</p> <p>(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).</p> <p>(c). One (1) original and Seven (7) copies of Challan and Packing List (clearly showing number of packages, gross weight and net weight).</p> <p>(d). Six (6) copies of inspection certificate, if any issued by the customer.</p> <p>(e). Eight (8) copies of Customer/BHEL MDCC.</p> <p>(f). Six (6) copies of Approved Test Certificates if any.</p> <p>(g). Delivery order- Two (2) copies.</p> <p>(h). Guarantee Certificate – One (1) Original + One (1) copy.</p> <p>(i). Insurance Intimation - Two (2) copies.</p> <p>(j). CQIR / Inspection Reports – One (1) Original + One (1) copy.</p> <p>(k). PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.</p>
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	<p><b>For materials originating from non-Indian Territory</b></p> <p>(a). Three (3) original and Seven (7) copies of clean bill of lading or One (1) clean original Airway Bill &amp; Four (4) copies, in case of air freight.</p> <p>(b). One (1) original and Six (6) copies of signed Invoices (Paying Authority along with TIN No. should be Mentioned).</p> <p>(c). One (1) original and Seven (7) copies of Packing List (clearly showing number of packages, gross weight and net weight).</p> <p>(d). Six (6) copies of certificate of country of origin.</p> <p>(e). Eight (8) copies of Customer/BHEL MDCC.</p> <p>(f). Six (6) copies of inspection certificate, if any, issued by the customer/his authorised representative.</p> <p>(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.</p> <p>(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.</p> <p>(i) Shipping Specification – One (1) copy.</p> <p>(j). Quality Certificate – One (1) copy.</p> <p>(k). Approved Test Certificates if any. - Six (6) copies.</p> <p>(l). Guarantee Certificate – One (1) Original + One (1) copy.</p> <p>(m). Inspection Reports – One (1) Original + One (1) copy.</p> <p>(n). PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.</p>
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		For Claiming Dispatch payments (for materials originating from Indian territory), Freight, MRC & Services Payments - refer GCC.
16.0	Material Receipt Certificate (MRC)	<p>For Packages wherever E&amp;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 &amp; physical verification of the material at site.</p> <p>For Supply Packages, Material Receipt Certificate shall be arranged by BHEL-PEM. Vendor to provide copy of receipted LR's to enable BHEL-PEM to obtain MRC from site.</p>
17.0	Taxes & Duties (For Domestic Bidder) 	<p>All bidders/vendors to note that this project is a Non-Mega power Project. However, Essentiality certificate shall be issued by TSGENCO (customer) for availing concessional custom duty under <b>Project Import Regulations</b>.</p> <p>Essentiality certificate shall be issued by TSGENCO through BHEL for the items to be imported by the vendor for specified items, limited to CIF content mentioned in the offer/order, for availing concessional custom duty.</p> <p>The bidder has to indicate in their offer, the import contents (if any) i.e. list of items along with qty., currency of import, country of import &amp; CIF value.            Availability of CIF for packages, if any, shall be intimated in NIT.</p> <p>Bidders has to note that in order to derive the total Landed Cost to BHEL,</p> <p>Evaluation shall be done excluding GST quoted by bidders.</p> <p>However, same shall be re-confirmed during techno-commercial evaluation of bids.</p>

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18.0	<p><b>Taxes &amp; Duties</b></p>  <p>(For Order Directly to Foreign Bidders)</p>	<p>In case of Order on foreign Vendor, the dispatches shall be on C&amp;F basis and the Taxes Duties in the country of dispatch (origin) shall be borne by Foreign Bidder &amp; to be accounted in the prices quoted to BHEL/PEM/NOIDA.</p> <p>Evaluation shall be done as per provisions of GCC.</p>
19.0	<p><b>Packing, Identification &amp; marking</b></p>	<ul style="list-style-type: none"><li>• The supplier shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling &amp; transport by air, sea, rail and road.</li><li>• 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.</li><li>• 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.</li><li>• 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</li></ul>

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	<p>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.</p> <ul style="list-style-type: none"><li>• Rotor bearings should not be used as a support while packing.</li><li>• Besides wherever necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE" etc.</li><li>• All packing cases, containers (excluding marine container), packing and other similar materials shall be new.</li><li>• Notwithstanding anything stated in this clause, the Contractor shall be entirely responsible for loss, damage or depreciation or deterioration to the materials &amp; supplies due to faulty and/or insecure packing.</li><li>• One copy of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package/container for immediate reference.</li><li>• Each and every package box shall be marked with the following, as a minimum:</li></ul>
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		<p>(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 &amp; Tackles) "S" (for Mandatory Spares)</p> <ul style="list-style-type: none"><li>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).</li></ul>
20.0	Commissioning spares	<p>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.</p>

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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



**BHARAT HEAVY ELECTRICALS LIMITED**  
**POWER SECTOR SOUTHERN REGION, CHENNAI**  
**NOTICE INVITING TENDER (NIT)**

**ANNEXURE 7**

**CHANGES TO SPECIAL CONDITIONS OF CONTRACT**

**Changes to clauses in Special Conditions of Contract (Rev 01)**

SCC ref. no.	Description	To be read as
4.0	Delivery Address (Ship to)	Ship to: M/s TG GENCO -5 x 800 MW Yadadri TPS Veerlapalem, Damaracharla Mandal, Nalgonda, Telangana
5.0	Consignee address	Bill to: BHEL Construction Manager, 5 X 800 MW Yadadri TPS Veerlapalem, Damaracharla Mandal, Nalgonda, Telangana
9.0	<ul style="list-style-type: none"><li>Policy No.</li><li>Name of the Insurance Company</li></ul>	1) Marine Policy: 5003002121P106996949 2) SCE Policy: 5003004421P106996939  United India Insurance Company Limited D-24 & E-25, Himalaya House 23, K G Marg, NCR, New Delhi - 110001
10.0	BHEL PSSR GST No.	33AAACB4146P2ZL
All clauses	Name of company	BHEL-PEM may be read as BHEL-PSSR