



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

Enquiry No- PE/PG/NB2/E-7018/2022

Date- 23-Jul-22

OPEN TENDER ENQUIRY THROUGH E-PROCUREMENT
(CONDITIONAL ENQUIRY)

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

1. Mode of Enquiry	E - PROCUREMENT	
	Tender submission through e-procurement portal- https://eprocurebhel.co.in/nicgep/app	
2. Project	3X660MW NPGCPL NABINAGAR STPP (FGD SYSTEM PACKAGE)	
3. End Customer	NABINAGAR POWER GENERATION CO. PVT LTD	
4. Executing Agency	BHEL-PS-PEM	
5. Package	GYPSUM DEWATERING EQUIPMENT (VACUUM BELT FILTER TYPE)	
5.1 Nature of Package	Non-divisible	
6. Due Date & Time	22.08.2022	11.00AM
Opening Date & Time	22.08.2022	16.00PM
7. Earnest Money Deposit (EMD)	NIL	
8. Security Deposit (SD)	NIL	
9. Tender Cost	NIL	
10. Numbers of Part bid	2-Part bid (Techno-commercial and price bid)	
11. Technical Scope	As per Technical specification No: PE-TS-457-571-A101	
12. Last Date for Seeking Clarification	02.08.2022	
13. Schedule of Pre Bid Discussion	Pre-bid conference shall be arranged based on pre-bid queries received. The schedule of pre-bid meeting shall be intimated later.	
14. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
15. Delivery terms	FOR Despatch Station.	
16. Delivery Schedule :-		
For Supply	Within 13 (Thirteen) months from the date of LOI. Drawings/ documents submission/ re-submission schedule shall be as per Annexure-V of Section-I of project specific Technical Specification.	
Mandatory Spares	Supply of mandatory spares shall be along with respective main equipment	
Supervision for Services & PG Test	Bidder to depute their personnel at site within 4 weeks from the date of intimation by BHEL	
	Bidders to note the followings- a. The end period specified is for completion of the deliveries and vendor may be asked to supply the material before delivery schedule to meet the project requirement. b. Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT Master Drawing List with Schedule of Submission has been provided at Annexure-V, Sub-Section-D of Section-I in the technical specification.	
17. The material and thickness of the liners of slurry pumps (Filtrate Extraction Pump, in our case) shall ensure a minimum service life of 2 years before replacement. All the wear parts of the pump shall be guaranteed		



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for a minimum wear life of not less than 14000 hours. Refer Clause 4.5.20, Sub-Section C1, Section-I of Technical Specification

18. Prices shall be Firm till completion of contract.	PVC Formula, If applicable :- NA
19. CIF Content	Not available
20. Integrity Pact Applicability -	YES
21. In line with cl. No. 12 of (ITB) GCC Rev 07, following Independent External Monitors (IEMs) have been appointed by BHEL. I. Shri Arun Chandra Verma, IPS (Retd.) (EMAIL-acverma1@gmail.com) II. Shri Virendra Bahadur Singh, IPS (Retd.) (EMAIL-vbsinghips@gmail.com)	
22. Tender Evaluation - The evaluation currency for this tender shall be INR. Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable. The loading (technical/commercial), if any, shall be added at the time of evaluation. Ordering shall be done after de-loading the commercial/ technical loading from bidder's final price.	
23. Terms & Conditions:- The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), GCC Rev 07 and Corrigenda 01 to GCC Rev 07 which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.	
24. Bidders who fulfil Technical and Financial Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those bidders shall be evaluated who meet the Technical & Financial Pre-Qualifying requirements.	
25. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) does not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking." In case of single qualified bid, price bid of single qualified bidder shall be opened.	
26. Regarding verification of PQR documents- Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same are found not available, Purchaser has right to reject such document from evaluation.	
27. Bidder to note that this is an Open Tender enquiry & PBO/RA participation shall be subject to following condition: a) Qualifying Technical & Financial Pre-Qualification Requirement. b) Techno-commercial acceptance of offer by BHEL-PEM. c) Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder. Accordingly, bidders are requested to submit credential as per the format enclosed herewith along with their technical bid. The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at www.bhelpem.com-->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.	
28. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com), https://eprocurebhel.co.in/nicgep/app & BHEL-PEM website (www.pem.bhel.com). Bidders should regularly visit websites to keep themselves updated.	
29. BG should be in favour of PEM. L1 Vendor will be required to submit BG as per GCC Rev-07. Bidder to refer SI No 10 of Corrigenda 01 to GCC Rev 07 in this regard. All bidders to note that clause no 11.2 of GCTC of GCC Rev 07 shall be read as For Order/ PO values (cumulative value of contract – main supply, services, mandatory spares, etc.) equal to or above Rs. 25 Lakhs (excluding taxes, duties and freight), the vendor shall submit Contract Performance Bank Guarantee (as per Annexure-III) for 3% of Order/ Contract value (excluding taxes, duties & freight) before first submission of documents for payment to cover the due performance of Order/ Contract and to fulfil the guarantee conditions stipulated in the Order/ Contract.	



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30. Payment terms:

- a. Payment terms for Main supply: - As per GCC Rev 07.
- b. Payment terms for training: -100% payment shall be released after successful completion of the activity on pro rata basis, on Site certification/ certification by engineering as applicable.
- c. Payment terms for Supervision of E&C, Mandatory spares & PG test shall be as per GCC Rev 07.

31. If bidder mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, bidder shall be bound to supply the same without any extra cost and the same shall be deemed to be included in the price quoted by the bidder.

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

MR. SUMEET SAHAY, MGR, BOP
M/S BHARAT HEAVY ELECTRICALS LTD.,
PROJECT ENGINEERING MANAGEMENT,
POWER PROJECT ENGINEERING
INSTITUTE,
HRD & ESI COMPLEX,
PLOT NO 25, SECTOR-16 A, NOIDA-201301
KIND ATTN: SUMEET SAHAY/ BOP
E-MAIL: SUMEETSAHAY@BHEL.IN
PH. NO. 0120-4213532 ,09999498202

MR. MANISH SHUKLA/SR DGM-BOP
M/S BHARAT HEAVY ELECTRICALS LTD.,
PROJECT ENGINEERING MANAGEMENT,
POWER PROJECT ENGINEERING
INSTITUTE,
HRD & ESI COMPLEX,
PLOT NO 25, SECTOR-16 A, NOIDA-201301
E-MAIL: MANISHSHUKLA@BHEL.IN
PH. NO. 0120- 4368844, 9811711428

33. Over all (%) quantity variation: The variation on overall package value due to changes in the scope shall be limited to +/-10%

34. **Insurance Deductibles** - Insurance Deductibles/Excess shall be as follows:
For Marine Cover: 0.25% of consignment value subject to a minimum of INR 20,000 for each and every claim.

35. 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 any of the above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

36. All Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.

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

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

"For this procurement, offers from Class I Local Supplier / Class II Local Supplier / Non Local supplier shall be considered. Purchase preference to Class I local supplier, as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dated 16.09.2020 issued by DPIIT shall be given. Further, please note that this package is not divisible in nature.

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

- (i) The local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate from the 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) Provide the details of the location(s) at which the local value addition shall be made.

39. This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated.20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc.) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the NIT items/Package"



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PROJECT ENGINEERING MANAGEMENT
NOTICE INVITING TENDER (NIT)

40. **CHARGES FOR SUPERVISION OF E&C:** Supervision of E&C charges should not exceed 2% of the total contract value, failing which the quoted amount shall be restricted (2% of the total contract value) by BHEL at the time of evaluation and ordering.
41. Due to Covid-19 Pandemic crisis prevailing in the country, BHEL may go for remote inspection for the subject package. Bidders are requested to be equipped with the facilities/gadgets as required for smooth conductance of inspection remotely.
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. SI No 03 of Corrigenda 01 to GCC Rev 07 regarding "Restriction under Rule 144(xi) of General Financial Rules (GFRs) 2017" shall not be applicable.
44. 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.
45. Bidders to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Bidders shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>.
Following documents need to be uploaded:
- Offer forwarding/ Covering letter & Documents required for meeting Technical & Financial PQRs
 - Local content certificate in line with Make in India Order dated 16.09.2020.
 - Certificate as per Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.
 - Credentials as per format
 - Un-price bid, annexure-II (Cost of Withdrawal of Deviation) and Price bid along with annexure-II on BHEL e-procurement portal (<https://eprocurebhel.co.in/nicgep/app>)
46. It shall be the responsibility of the bidder to ensure that the tender is uploaded on or before the due date and time. Late offers are not accepted. Part-I bids shall be opened at 04:00 PM on due date through e-procurement Portal.
47. Please note that Part Supplies offered for tender BOQ shall disqualify the bidder's offer.
48. Documents and Credential as per Technical & Financial PQR, Techno Commercial Bids and Price Bids should be uploaded on the e-procurement portal.
49. Bidder to give single (Non Zero) % of freight charges in the freight column. Bidders have to give same % of freight for both Main Supply and Mandatory Spares Supply.
50. Successful L1 bidder will be asked to submit mandatorily the GeM Seller ID before placement of Order/Award of contract.
51. "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."
52. Purchase preference to Micro and Small Enterprises (MSEs)
- 52.1 For Divisible Packages:
- Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L 1 + 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% percentage of total quantity.



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PROJECT ENGINEERING MANAGEMENT
NOTICE INVITING TENDER (NIT)

52.2 For Non Divisible Packages:

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L 1 + 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% percentage of total quantity.

53. Clause no 9.6 of GCTC of GCC Rev 07 shall be read as-

"Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as per clause no 9.7.2 – 9.7.5 below –

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

54. Please refer GCC Rev 07 and Corrigenda 01 to GCC Rev 07 which is available on <https://pem.bhel.com/> You are requested to kindly download the same.

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

Thanking You.
For and on behalf of BHEL

Sumeet Sahay/Manager /BOP

Enclosures: - (1) Annexure I – Price Schedule/BOQ (2) Annexure II – Cost of Withdrawal (3) Annexure III – Integrity Pact (4) Annexure VI- Draft format for Make in India certificate (5) Annexure V - Credentials format for Customer approval (6) SCC for project (7) Technical Specification (8) Technical PQR & Financial PQR

ANNEXURE-I (PRICE FORMAT)									
NAME OF PROJECT:			3X660MW NPGCPL NABINAGAR STPP (FGD SYATEM PACKAGE)						
NAME OF PACKAGE:			GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)						
ENQUIRY NO.			PE/PG/NB2/E-7018/2022, DTD-23.07.2022						
TECHNICAL SPECIFICATION:			PE-TS-457-571-A101						
Name of the Bidder									
				ONLY FOR INDIAN BIDDERS				ONLY FOR FOREIGN BIDDERS	
S. No.	DESCRIPTION	UOM	QTY	TOTAL Ex-WORKS PRICE (INR)	FREIGHT IN %	FREIGHT AMOUNT (INR)	TOTAL FOR SITE PRICE (INR)	CURRENCY	TOTAL C&F PRICE (AT NEAREST PORT OF NABINAGAR SITE)
1.0	Total lump sum firm price for SUPPLY PART, SERVICE PART & MANDATORY SPARES comprising of design (i.e.preparation and submission of drawing/ documents including “As Built” drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works,Charges of BHEL/ Customer nominated inspection agency (if equipment sourced from outside India), painting, maintenance tools & tackles, fill of lubricants & consumables, mandatory spares alongwith spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site, Supervision of Erection & Commissioning, trial run at site and carrying out performance guarantee tests at site, training of customer/client O&M staff, training at manufacturer's works & final handing over to end customer in flawless condition for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order for the complete Gypsum Dewatering Equipment.	Lot	1				₹ -	-	-
2.0	MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE.								
2.1	Prices for SUPPLY part comprising of design (i.e. preparation and submission of drawing /documents including “As Built” drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, Charges of BHEL/ Customer nominated inspection agency (if equipment sourced from outside India), painting, maintenance tools & tackles, fill of lubricants & consumables, alongwith spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. Price breakup to be furnished as per enclosed at Annexure-I A	Lot	1	₹ -		₹ -	₹ -		-
2.2	Total lumpsum firm prices for Services comprising of Supervisory service part for assembly, erection & commissioning, trial run at site and carrying out Performance guarantee at site, Training to customer/ client personnel covering hands on experience of operation and maintenance and training at manufacturer's works for Gypsum Dewatering equipment and handover in flawless condition of the package to the customer complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification as specified above, amendment & agreements till placement of order. Price breakup to be furnished as per enclosed at Annexure-I B	Lot	1	₹ -		NA	₹ -		-

ANNEXURE-I (PRICE FORMAT)									
NAME OF PROJECT:			3X660MW NPGCPL NABINAGAR STPP (FGD SYATEM PACKAGE)						
NAME OF PACKAGE:			GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)						
ENQUIRY NO.			PE/PG/NB2/E-7018/2022, DTD-23.07.2022						
TECHNICAL SPECIFICATION:			PE-TS-457-571-A101						
Name of the Bidder									
				ONLY FOR INDIAN BIDDERS				ONLY FOR FOREIGN BIDDERS	
S. No.	DESCRIPTION	UOM	QTY	TOTAL Ex-WORKS PRICE (INR)	FREIGHT IN %	FREIGHT AMOUNT (INR)	TOTAL FOR SITE PRICE (INR)	CURRENCY	TOTAL C&F PRICE (AT NEAREST PORT OF NABINAGAR SITE)
2.3	Total lumpsum firm price for Mandatory spares comprising of manufacture, fabrication, assembly, inspection / testing (as applicable) at vendor's & sub-vendor's works, painting, forwarding, proper packing, shipment, delivery at site & guarantee as per tender technical specification above, amendment & agreements till placement of order. Price breakup to be furnished as per enclosed at Annexure-I C	Lot	1	₹ -	0%	₹ -	₹ -		-
2.4	Prices for ENGINEERING PART for project and package specified for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Lot	1				₹ -		
Note - 1) Please note that the complete engineering of the package is in the scope of bidder as per the tender requirement. However, for the payment purpose bidder to note that 50% of price as per sl. no. 2.4 shall be made against basic engineering (i.e. submission & approval of basic drawing/ documents as indicated in tender specification Section-I, Sub section-ID, Annexure-V) and and the remaining payment shall be made for the balance engineering drawing /document submission & approval on pro-rata basis.									

**ANNEXURE - I A TO NIT REF NO-PE/PG/NB2/E-7018/2022, DTD-23.07.2022
(PRICE BREAKUP FOR SUPPLY)**

NAME OF PROJECT:				3X660MW NPGCPL NABINAGAR STPP (FGD SYATEM PACKAGE)				
NAME OF PACKAGE:				GYP SUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)				
TECHNICAL SPECIFICATION No:				PE-TS-457-571-A101				
SL NO.	DESCRIPTION	UOM	Qty	ONLY FOR INDIAN BIDDERS		ONLY FOR FOREIGN BIDDERS		
				UNIT Ex-WORKS PRICE (INR)	TOTAL Ex-WORKS PRICE (INR)	CURRENCY	UNIT C&F PRICE (AT NEAREST PORT OF NABINAGAR SITE)	TOTAL C&F PRICE (AT NEAREST PORT OF NABINAGAR SITE)
1	Total Lumpsum prices for SUPPLY part comprising of design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, Charges of BHEL/ Customer nominated inspection agency (if equipment sourced from outside India), painting, maintenance tools & tackles, fill of lubricants & consumables, alongwith spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	LOT	1		0.00	0		-
MAJOR BREAK-UP OF PRICES OF 1.0 ARE MENTIONED BELOW								
1.1	Primary hydro cyclone comprising of hydrocyclone clusters, anchor bolts, nuts and washers, flanges for inlet and overflow, a variety size of vortex finders for all the hydro cyclone, accessory piping within the skid to make the system complete.	SET	2		₹ -			-
1.2	Secondary hydro cyclone comprising of hydrocyclone clusters, anchor bolts, nuts and washers, companion flanges for inlet and overflow, variety size of vortex finders for all the hydro cyclone & accessory piping within the skid to make the system complete.	SET	2		₹ -			-
1.3	Vacuum belt filters complete with accessories, maintenance platform with staircase including discharge chute, and driving motors (IE3) with VFD & inverter panel, coupling along with guard.	NOS.	2		₹ -			-
1.4	Vacuum receivers with anchor bolts, nuts and washers.	NOS.	2		₹ -			-
1.5	Vacuum pumps with drive (IE3 motor) along with all connecting bolts/ nuts/ washers/foundation bolts for installation, coupling along with guard, required instruments and safety device (as required).	NOS.	2		₹ -			-
1.6	Vent fan including enclosure along with drive motor (IE3), coupling along with guard	NOS.	2		₹ -			-
1.7	Complete arrangement for cloth and cake washing arrangement, cloth and cake wash pumps with motors (IE3), coupling along with guard, associated piping, valves, spray nozzles & accessories	LOT	1		₹ -			-
1.8	Complete arrangement of Filtrate extraction pumps with motors (IE3), coupling along with guard, suction and discharge valves, instrumentation etc. to make system complete.	LOT	1		₹ -			-
1.9	Complete arrangement of Vacuum pump seal water sump pumps with motors (IE3), valves, coupling along with guard(as applicable), instrumentation etc. to make system complete.	LOT	1		₹ -			-
1.10	Complete interconnected piping (slurry, air and water pipes) along with valves, rubber lining (wherever applicable), supports, gaskets, fasteners and accessories which is integral to Gypsum dewatering equipment as defined in technical specification, Section I, Sub-section-C1, Clause no. 2.1.1.9 (i).	LOT	1		₹ -			-
1.11	Complete instruments associated with equipment and integral piping as defined at 1.10 above for Gypsum Dewatering Equipment	LOT	1		₹ -			-
GRAND TOTAL					₹ -			-
NOTE:								
1	Bidder to note that above BOQ for this tender has to be read in conjunction with tender specification. Any item, if not mentioned in above BOQ but indicated in tender specification and required for completion of the system shall deemed to be included in above price.							
2	Referring to Clause no. 2.1.1.9 (ii) sheet 4 & 5 of 19, Sub-section-C1, Section-I of the Specification); Interconnected piping (slurry, air and water pipes) along with valves, rubber lining (wherever applicable), supports, gaskets, fasteners and accessories which is non integral to Gypsum dewatering equipment are limited to engineering only and supply shall be made by BHEL. Engineering includes layout & routing of pipes, preparation of isometric drawing and BOQ.							

ANNEXURE - I B TO NIT REF NO-PE/PG/NB2/E-7018/2022, DTD-23.07.2022 (PRICE BREAKUP FOR SERVICES)								
NAME OF PROJECT:			3X660MW NPGCPL NABINAGAR STPP (FGD SYATEM PACKAGE)					
NAME OF PACKAGE:			GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)					
TECHNICAL SPECIFICATION:			PE-TS-457-571-A101					
				FOR INDIAN BIDDERS		FOR FOREIGN BIDDERS		
S. No.	DESCRIPTION	UOM	QTY	UNIT PRICE (INR)	TOTAL PRICE (INR)	CURRENCY	UNIT PRICE	TOTAL PRICE
1.0	Total lumpsum firm prices for Services comprising of Supervisory service part for assembly, erection & commissioning, trial run at site and carrying out Performance guarantee at site, Training to Customer/ client personnel covering hands on experience of operation and maintenance and training at manufacturer's works for Gypsum Dewatering equipment.and handover in flawless condition of the package to the customer complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification as specified above, amendment & agreements till placement of order.	LOT	1		₹ -	-		-
MAJOR BREAK-UP OF PRICES OF 1.0 ARE MENTIONED BELOW								
1.1	COST OF SUPERVISION FOR SERVICES (EXCEPT ACTIVITIES MENTIONED AT 1.2 & 1.3)							
1.1.1	Total lump sum prices for visits [should include travel expenses to/ fro site, visa/ insurance (if applicable), intermediary stay] for Supervision of assembly, erection and commissioning, trial run at site & taining to O&M staffs	Nos.	4		₹ -			-
1.1.2	Total lump sum prices for Supervision of assembly, erection and commissioning, trial run at site & taining to O&M staffs (in days) including visit charges, local transportation, boarding, lodging & other related exepenses for the total scope defined as per BHEL NIT & tender technical specification, amendment &	days	60		₹ -			-
1.2	Total Lump sump price for successful conductance of Performance Guarantee test and handover in flawless condition of the package to the customer at site visit charges, local transportation, boarding, lodging & other related exepenses	LOT	1		₹ -			-
1.3	Total Lump sump price for training of employees of customer at manufacturer's works (3 persons for 2 days including lodging and boarding)	LOT	1		₹ -			-
GRAND TOTAL					₹ -			-
Note:								
1	No. of days at site defined at S.N. 1.1.2 above shall be calculated on the basis of presence at site (travel time is excluded).							
2	Supervision of E&C charges (S.N. 1.1.1 & S.N. 1.1.2) should not exceed 2% of the total contract value, failing which the quoted amount shall be restricted (2% of the total contract value) by BHEL at the time of evaluation and ordering.							
3	No. of Visits and days as mentioned at 1.1.1 & 1.1.2 above may vary, depending upon site requirement. Any variation in no. of visits & no. of days shall be exercised based on unit rate arrived from S.N. 1.1.1 & 1.1.2 above respectively.							

ANNEXURE - I C TO NIT REF NO-PE/PG/NB2/E-7018/2022, DTD-23.07.2022 (LIST OF MANDATORY SPARES)					
NAME OF PROJECT:		3X660MW NPGCPL NABINAGAR STPP (FGD SYATEM PACKAGE)			
NAME OF PACKAGE:		GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)			
TECHNICAL SPECIFICATION:		PE-TS-457-571-A101			
			ONLY FOR INDIAN BIDDERS		ONLY FOR FOREIGN BIDDERS
Sl. No.	DESCRIPTION	Qty	TOTAL Ex-WORKS PRICE (INR)	CURRENCY	TOTAL C&F PRICE (AT NEAREST PORT OF NABINAGAR SITE)
I.	MECHANICAL				
1	Hydro-cyclones (Gypsum Primary Dewatering, Secondary Waste Water and any other Hydrocyclone)				
a.	Hydro-cyclone Isolation Valve	10% of each type OR 1 no. whichever is higher			
b.	Hydro-Cyclone	10% of each type OR 1 no. whichever is higher			
c.	Hydro-Cyclone rubber lining	10% of each type OR 1 no. whichever is higher			
d.	Vortex finder & Apex inserts	10% of each type OR 1 no. whichever is higher			
2	Vacuum Belt Filter				
a.	Filter Cloth	6 sets			
b.	Belt	2 sets			
c.	Vacuum Box Seals	3 sets			
d.	Drive Motor	1 no.			
3	Vacuum Pumps				
a.	Pump Impeller Assembly	1 no.			
b.	Pump Bearing	1 set			
c.	Seals	1 set			
d.	Motor	1 no.			
e.	V-belt	2 no.			
3	Vacuum Breaker Valves				
a.	Valve Assembly	1 no.			
b.	Actuator	1 no.			
4	Slurry Pumps				
a.	Impeller Assembly	6 no. of each type and size			
b.	Complete Casing	2 no. of each type and size			
c.	Casing Liners (where replaceable liners are provided)	2 set*			
d.	Seals	6 set of each type and size			
e.	Bearings	4 no. of each type and size			
f.	Motor	1 no. of each type and size			
g.	Gear Box	1 no. of each type and size of pump			
h.	Motor-Pump Coupling	1 no. of each type			
5	Slurry Valves	6 nos. of each type and size			
6	Slurry Line Bends	6 nos. of each type and size			
7	Sump Pumps				
a.	Complete Impeller Assembly	1 no. of each type			
b.	Casing Liners	1 set* of each type			
c.	Bearing	3 set			
d.	Motor	4 no. of each type			
e.	Pump discharge valve assembly	1 no. of each type			
e.	V-belt	2 Set			
8	Horizontal Centrifugal Pumps				

ANNEXURE - I C TO NIT REF NO-PE/PG/NB2/E-7018/2022, DTD-23.07.2022 (LIST OF MANDATORY SPARES)					
NAME OF PROJECT:		3X660MW NPGCPL NABINAGAR STPP (FGD SYATEM PACKAGE)			
NAME OF PACKAGE:		GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)			
TECHNICAL SPECIFICATION:		PE-TS-457-571-A101			
			ONLY FOR INDIAN BIDDERS	ONLY FOR FOREIGN BIDDERS	
Sl. No.	DESCRIPTION	Qty	TOTAL Ex-WORKS PRICE (INR)	CURRENCY	TOTAL C&F PRICE (AT NEAREST PORT OF NABINAGAR SITE)
a.	Complete Impeller Assembly	2 nos. of each type			
b.	Casing Liners	2 set* of each type			
c.	Bearing	2 set*			
d.	Motor	1 no. of each type			
e.	Pump discharge valve assembly	2 nos. of each type			
e.	V-belt	3 Set			
II.	MEASURING INSTRUMENTS				
SI. NO.	PARTICULARS				
1.01.00	MEASURING INSTRUMENTS				
1.01.01	(i) Transmitters of all types and model no. (for measurement of pressure, differential pressure, flow, level, temp, etc.). This shall include magnetic/ electromagnetic flow meter, mass flow meter also.	10% or 1 no. of each type and model, whichever is more.			
	ii) Density meter	10% or 1 no. of each type and model, whichever is more.			
1.01.02	Temp Elements along with thermo well (except winding temp elements of motor)	10% or 2 no. of each type, model & length, whichever is more.			
1.01.03	(i) Process Actuated Switches (Pressure, Differential pressure, flow, level, temp) (ii) Limit switches (for pneumatic and manual valves)	10% or 2 no. of each type and model, whichever is more.			
1.01.04	Local Gauges for Pressure, Differential pressure, flow, level,temp	5% or 1 no. of each type, model and range, whichever is more.			
1.02.00	OTHER RELATED CONTROL AND INSTRUMENTATION SYSTEMS / EQUIPMENTS				
1.02.01	Set of gaskets/O-rings/ seals	200% of each type, model, rating and size			
1.02.02	Filters, light source, sensor, detector, etc.	100% of each type, model and rating			
1.02.03	Complete Probe with shield assembly (Not applicable for In situ-path)	1 no. of each type and model			
1.02.04	Electronic card assembly/ PCBs, moisture/condensate monitor,power supply modules	10% of each type, model and rating			
1.03.00	PROCESS CONNECTION PIPING (For Impulse Piping / Tubing and Air Supply Piping as Applicable)				
1.03.01	Valves of all types and models	10% or 1 no. of each type, class, size and model whichever is more.			
1.03.02	2 way, 3way, 5way valve manifolds	10% or 1 no. of each type, class, size and model whichever is more.			

ANNEXURE - I C TO NIT REF NO-PE/PG/NB2/E-7018/2022, DTD-23.07.2022 (LIST OF MANDATORY SPARES)					
NAME OF PROJECT:		3X660MW NPGCPL NABINAGAR STPP (FGD SYATEM PACKAGE)			
NAME OF PACKAGE:		GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)			
TECHNICAL SPECIFICATION:		PE-TS-457-571-A101			
			ONLY FOR INDIAN BIDDERS	ONLY FOR FOREIGN BIDDERS	
Sl. No.	DESCRIPTION	Qty	TOTAL Ex-WORKS PRICE (INR)	CURRENCY	TOTAL C&F PRICE (AT NEAREST PORT OF NABINAGAR SITE)
1.03.03	Fittings	10% or 1 packet of each type, class, size and model whichever is more.			
1.03.04	Purge meters	5% of each model or 1 no. whichever is more.			
1.03.05	Filter regulators	20% of each model or 2 nos. whichever is more.			
1.04.00	CONTROL VALVES, ACTUATORS & ACCESSORIES (Following items shall be provided under this clause for all modulating control valves being supplied under this package)				
1.04.01	Pneumatic and electro-hydraulic actuator assembly	10% or 1 no. of each type, model and rating, whichever is more.			
1.04.02	Valve trim (including cage, plug, stem, seat rings, guide bushings etc.)	1 set for each type of control valve.			
1.04.03	Diaphragms, O' rings, seals etc. of all types make etc.	100%			
1.04.04	Pressure Gauges of all types, make, rating etc.	10% or 2 nos. of each type whichever is more			
1.04.05	Solenoid valves (if applicable)	10% or 2 nos. of each type whichever is more			
1.04.06	Positioner units (complete unit)& accessories (link assembly)	10% or 1 no. of each type whichever is more			
1.04.07	Pneumatic air-filter/Regulator of each type, make rating etc.	10% or 2 Nos., whichever is more			
1.04.08	Air lock relays	10% or 2 nos. of each type whichever is more			
1.05.00	PNEUMATICS ISOLATION / BLOCK VALVES, ACTUATORS & ACCESSORIES (For all ON/OFF valves supplied under this package)				
1.05.01	Pneumatic actuator assembly	10% or 1 no. of each type, model and rating, whichever is more.			
1.05.02	Diaphragms, O' rings, seals etc. of all types make etc.	100%			
1.05.03	Limit switches (complete unit) & accessories (link assembly)	10% or 2 Nos., whichever is more			
1.05.04	Pneumatic air-filter/Regulator of each type, make rating etc.	10% or 2 Nos., whichever is more			

ANNEXURE - I C TO NIT REF NO-PE/PG/NB2/E-7018/2022, DTD-23.07.2022 (LIST OF MANDATORY SPARES)					
NAME OF PROJECT:		3X660MW NPGCPL NABINAGAR STPP (FGD SYATEM PACKAGE)			
NAME OF PACKAGE:		GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)			
TECHNICAL SPECIFICATION:		PE-TS-457-571-A101			
			ONLY FOR INDIAN BIDDERS	ONLY FOR FOREIGN BIDDERS	
Sl. No.	DESCRIPTION	Qty	TOTAL Ex-WORKS PRICE (INR)	CURRENCY	TOTAL C&F PRICE (AT NEAREST PORT OF NABINAGAR SITE)
1.05.05	Solenoid valves	10% or 2 nos. of each type whichever is more			
1.06.00	CABLES				
1.06.01	Pre fabricated cable of each type.	10% of installed quantity			
1.06.02	Pre fabricated cable connector of each type	10% or 1 no. of each type and model, whichever is more.			
1.06.03	Other cables	5% of each type, pair and size of actual installed quantity			
1.07.00	ELECTRICAL ACTUATORS				
1.07.01	Actuators	1 no of each type and rating			
1.07.02	Electronic PCB of all types	10% of each type & model			
1.07.03	Absolute Encoder (replaceable part)	5% of each type & model			
1.07.04	Electronic Torque sensor	5% of each type & model			
GRAND TOTAL			₹ -		0
NOTE:					
1	Wherever set is mentioned, one set of the spares of that item shall be for complete replacement of that particular item for one equipment.				
2	Any fraction of a item shall mean the next higher				
3	Wherever quantity has been specified as percentage (%), the quantity of mandatory spares to be provided by contractor shall be the specified percentage (%) of the total population of the plant. In case, the quantity so calculated happens to be fraction, the same shall be rounded off to next higher whole				
4	Wherever the quantities have been indicated for each type, size, thickness, material, radius, range, etc., these shall cover all the items supplied and installed and the				
5	In case, spares indicated in the list are not applicable to the particular design offered by the bidder, the bidder should offer spares applicable to offered design with quantities generally in line with the approach followed in the above list.				
6	(*) Unless otherwise stated, a set shall mean complete replacement for one equipment.				
7	Mandatory spares listed above is bare minimum requirement. In case any additional mandatory spares requirement is covered elsewhere in the tender specification apart from specified above, same shall be deemed to have been covered in bidders scope of supply. Bidder is also required to refer to notes mentioned at Annexure-II, Sub Section-E, Section-I in technical specification.				

ANNEXURE - I D TO NIT REF NO-PE/PG/NB2/E-7018/2022, DTD-23.07.2022
GUARANTEED POWER CONSUMPTION FORMAT

NAME OF PROJECT:		3X660MW NPGCL NABINAGAR STPP (FGD SYATEM PACKAGE)				
NAME OF PACKAGE:		GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)				
TECHNICAL SPECIFICATION:		PE-TS-457-571-A101				
Sl.No	Description / Item	Working	Standby	Power Consumption (KW) (at motor input terminal)	Duty Factor	Power Consumption (KW)
1	2	3	4	5	6	7 = 3 x 5 x 6
a.	Vacuum Belt Filter	1	1		1	0
b.	Vacuum Pump	1	1		1	0
c.	Cake Wash Pump	1	1		1	0
d.	Belt Filter Wash Pump	1	1		1	0
e.	Belt Filter Vent Fan	1	1		1	0
f.	Filtrate Extraction Pump	1	1		1	0
g.	Sump Pump	1	1		1	0
				Total Guaranteed power (KW)		0
Notes						
1	Guaranteed power consumption falls under Category - I guarantees.					
2	Power consumption (KW) of motors shall be measured at motor input terminals when the system operating at the rated capacity. For this purpose, the drives of standby equipment shall not be considered. Duty factor of all mentioned drives should be considered as 1.0 while quoting power consumption.					
3	The minimum value of the total guaranteed power consumption quoted amongst techno commercially qualified bidders shall					
4	The total guaranteed power consumption quoted by the bidders at column no. (7) shall be loaded at the rate of USD 1538 per KW for the differential power quoted over the guaranteed base power arrived as mentioned at S.N. 2 above.					
5	Guaranteed Power Consumption in this Format shall be submitted in sealed envelope along with price bid as part of techno commercial offer. However along with unpriced format, bidder shall furnish guaranteed power consumption format indicating "Quoted" in the above table.					
6	<p>Power quoted by bidder shall be termed as 'Guaranteed Power consumption' (GPC) and bidder shall be liable to demonstrate compliance to GPC value during PG test/ Demonstration test at site.</p> <p>If the actual power consumption exceeds the quoted guaranteed power consumption, then the contractor shall carry out all necessary modifications and/or replacements to make the equipment/system comply with the guaranteed power consumption at no extra cost to the NPGCL/BHEL and reconduct the performance guarantee test with NPGCL/BHEL consent.</p> <p>In case the actual power consumption during performance test still does not meet the guaranteed power consumption within 90 days or a reasonable time period allowed by NPGCL/BHEL, NPGCL/BHEL reserves the right to either of the following.</p> <p>a) Reject the equipment/system/plant and recover from the successful bidder the payments already made</p> <p>or</p> <p>b) Accept the equipment/system/plant after levying Liquidated damages at the rate of USD 2484 KW excess power consumption, over the guaranteed power consumption indicated by the bidder in his bid. Such liquidated damages may be recovered by BHEL by deduction from the contract price or by enforcing the contract performance guarantee or in any other manner deemed fit by BHEL.</p>					
7	"Any equipment/ item required by bidder as per their proven design to make 'vacuum belt filter' complete/ operational and is operating on continuous basis, shall be considered under S.N. 'a' in the GPC format, i.e., "Vacuum Belt Filter" and the power consumption shall be quoted accordingly."					
8	USD Conversion rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I bid in case of two part bid) shall be considered.					

ANNEXURE-II A

DEVIATION SHEET (COST OF WITHDRAWAL) FOR INDIAN BIDDER ONLY

PROJECT:-						3X660MW NPGCPL NABINAGAR STPP (FGD SYATEM PACKAGE)				
PACKAGE :-						GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)				
TENDER ENQUIRY :-						PE/PG/NB2/E-7018/2022, DTD-23.07.2022				
NAME OF THE BIDDER										
Sl. No.	Volume/Section	Page No.	Clause No.	Technical Specification/Tender Document No	Complete Description of Deviation	CURRENCY	Cost of withdrawal of deviation to be entered by the bidder in	Reference of price Schedule of which Cost of Withdrawal of Deviation is applicable	Nature of cost of withdrawal of deviation (Positive/Negative)	Reasons for quoting deviation
1	TECHNICAL DEVIATION									
1.01										
1.02										
1.03										
1.04										
1.05										
1.06										
1.07										
1.08										
2	COMMERCIAL DEVIATION									
2.01										
2.02										
2.03										
2.04										
2.05										
2.06										
2.07										
2.08										

NOTES:

1. Cost of Withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.

2. All the bidders have to list out all their technical & commercial deviations (if any) in details in the above format.

3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.

4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.

5. Bidder shall furnish price copy of above format along with price bid.

6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.

7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.

8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII of GCC, Rev-07 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.

9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.

10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.

11. Cost of withdrawal is to be given seperately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.

12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.

13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

ANNEXURE-II B DEVIATION SHEET (COST OF WITHDRAWAL) FOR FOREIGN BIDDER ONLY										
PROJECT :-							3X660MW NPGCPL NABINAGAR STPP (FGD SYATEM PACKAGE)			
PACKAGE :-							GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)			
TENDER ENQUIRY :-							PE/PG/NB2/E-7018/2022, DTD-23.07.2022			
NAME OF THE BIDDER										
Sl. No.	Volume/Section	Page No.	Clause No.	Technical Specification/Tender Document No	Complete Description of Deviation	CURRENCY	Cost of withdrawal of deviation to be entered by the bidder in	Reference of price Schedule of which Cost of Withdrawal of Deviation is applicable	Nature of cost of withdrawal of deviation (Positive/Negative)	Reasons for quoting deviation
1	TECHNICAL DEVIATION									
1.01										
1.02										
1.03										
1.04										
1.05										
1.06										
1.07										
1.08										
2	COMMERCIAL DEVIATION									
2.01										
2.02										
2.03										
2.04										
2.05										
2.06										
2.07										
2.08										

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

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.

- 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.

- 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.

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=Bharat
Heavy Electricals Ltd, ou=PS-PEM,
email=sumeetsahay@bhel.in, c=IN
Date: 2022.04.28 14:57:08 +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: c=IN, o=SHARAD HEAVY ELECTRICALS LIMITED, ou=POWER SECTOR,
PROJECT ENGINEERING MANAGEMENT (PS-PEM), postalCode=201301,
serialNumber=11589C5A963E220B8E465C0DC9C3D1A2B152E342C,
2.5.4.20=09616018023cc45670d9ff7d16d090921775267d5defc6e3d
o=SHARAD CHANDRA
serialNumber=8028948064F2C2291CB1001210178DCCE109E10BA,
serialNumber=411890C5A963E220B8E465C0DC9C3D1A2B152E342C,
98EC0B22C9D2EF81, ou=SHARAD CHANDRA
email=sharad.chandra@bhel.in, c=IN

Witness: _____
(Name & Address) _____

**ANNEXURE – IV TO NIT REF NO-PE/PG/NB2/E-7018/2022, DTD-
23.07.2022**

Letter head of CA/ Statutory auditor / Cost auditor

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.

Details of the location(s) at which the local value addition-

Thanking You,

For (CA/Cost Firm Name with FRN & Seal)

Chartered/Cost Accountants


(name of Member)

(Membership no.)

(UDIN no.)

	CORPORATE QUALITY ASSURANCE SUB-VENDOR QUESTIONNAIRE
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i.	Item/Scope of Sub-contracting	
ii.	Address of the registered office 	Details of Contact Person (Name, Designation, Mobile, Email)
iii.	Name and Address of the proposed Sub-vendor's works where item is being manufactured 	Details of Contact Person: (Name, Designation, Mobile, Email)
iv.	Annual Production Capacity for proposed item/scope of sub-contracting	
v.	Annual production for last 3 years for proposed item/scope of sub-contracting	
vi.	Details of proposed works	
1.	Year of establishment of present works	
2.	Year of commencement of manufacturing at above works	
3.	Details of change in Works address in past (if any)	
4.	Total Area	
	Covered Area	
5.	Factory Registration Certificate	Details attached at Annexure – F2.1
6.	Design/ Research & development set-up (No. of manpower, their qualification, machines & tools employed etc.)	Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design Details attached at Annexure – F2.2 (if applicable)
7.	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc)	Details attached at Annexure – F2.3
8.	After sales service set up in India, in case of foreign sub-vendor (Location, Contact Person, Contact details etc.)	Applicable / Not applicable Details attached at Annexure – F2.4
9.	Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any	Details attached at Annexure – F2.5
10.	Sources of Raw Material/Major Bought Out Item	Details attached at Annexure – F2.6
11.	Quality Control exercised during receipt of raw material/BOI, in-process, Final Testing, packing	Details attached at Annexure – F2.7

	CORPORATE QUALITY ASSURANCE SUB-VENDOR QUESTIONNAIRE
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12.	Manufacturing facilities <i>(List of machines, special process facilities, material handling etc.)</i>	Details attached at Annexure – F2.8			
13.	Testing facilities <i>(List of testing equipment)</i>	Details attached at Annexure – F2.9			
14.	If manufacturing process involves fabrication then- List of qualified Welders List of qualified NDT personnel with area of specialization	Applicable / Not applicable Details attached at Annexure – F2.10 (if applicable)			
15.	List of out-sourced manufacturing processes with Sub-Vendors' names & addresses	Applicable / Not applicable Details attached at Annexure. –F2.11 (if applicable)			
16.	Supply reference list including recent supplies	Details attached at Annexure – F2.12 (as per format given below)			
Project/ package	Customer Name	Supplied Item (Type/Rating/Model /Capacity/Size etc)	PO ref no/date	Supplied Quantity	Date of Supply
17.	Product satisfactory performance feedback letter/certificates/End User Feedback			Attached at annexure - F2.13	
18.	Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating) Note:- Reports need not to be submitted			Applicable / Not applicable Details attached at Annexure – F2.14 (if applicable)	
19.	Statutory / mandatory certification for the proposed product			Applicable / Not applicable Details attached at Annexure – F2.15 (if applicable)	
20.	Copy of ISO 9001 certificate (if available)			Attached at Annexure – F2.16	
21.	Product technical catalogues for proposed item (if available)			Details attached at Annexure – F2.17	
Name: <input style="width: 250px;" type="text"/> Desig: <input style="width: 150px;" type="text"/> Sign: <input style="width: 100px;" type="text"/> Date: <input style="width: 100px;" type="text"/>					

Company's Seal/Stamp:-



PEM / PG-III, BHEL, Noida

SPECIAL CONDITIONS OF CONTRACT (SCC) Rev-0

3x660 MW NPGCPL NABINAGAR STPP (FGD SYSTEM PACKAGE): Job No. 457

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	3x660 MW NPGCPL NABINAGAR STPP (FGD SYSTEM PACKAGE)
2.	Nature of project & Type of Bidding	Mega, Competitive Bidding
3.	Customer Order Ref No	CS-0370-109-(1A)-2-FC-NOA-0059 dated 14.06.2019 CS-0370-109-(1A)-2-SC-NOA-0060 dated 14.06.2019
4.	BHEL's Customer	NABINAGAR POWER GENERATING CO PVT LIMITED
5.	NPGCPL site GSTIN	10AACCN9448C1ZS
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): Construction Manager, BHEL site office, NPGCPL, NABINAGAR STPP (3X660 MW) FGD, DIST: AURANGABAD, STATE: BIHAR BHEL PSER GSTIN No.- 10AAACB4146P1ZU
8.	Delivery Address (Ship To)	Construction Manager, BHEL site office, NPGCPL, NABINAGAR STPP (3X660 MW) FGD, DIST: AURANGABAD, STATE: BIHAR 824301
9.	BHEL Site Office Address	Construction Manager, BHEL site office, NPGCPL, NABINAGAR STPP (3X660 MW) FGD, DIST: AURANGABAD, STATE: BIHAR 824301
10.	Location of Plant	The plant is located in Aurangabad district of Bihar at a distance of about 15 kms .from Barun in Aurangabad district of Bihar and is approachable from NH-2 through a 20 Kms (approx.) long single lane metaled road. Nearest railway station is Ankorha on Sone - Garwa Road at about 1.0 Kms. from the project site. The nearest airport at Gaya is at a distance of about 120 Kms from 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. (ii) Consignee Name. (iii) Consignment Details (items with their weights and value (in INR).


		<p>(iv) Project Name and P.O. No.</p> <p>(v) LR No. and date, Dispatch origin and destination details, Invoice No.</p> <p>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:</p> <p>BHEL Site office (address as mentioned at Sl. No. 9)</p> <p>BHEL PEM Noida (address as mentioned in NIT for PO issued by PEM)</p> <p>BHEL PSWR Nagpur (For PO Issued by BHEL PSWR).</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 & Conditions of GCC rev. 07. Description of items in packing list shall be as per PO such that proper correlation between PO & 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.</p> <p>For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL PSER. NPGCPL Nabinagar FGD BHEL Site will be the paying Authority.</p>
17.	Demurrage charges	Demurrage charges shall be paid by supplier/ vendor only to the transporter. No claim shall be acceptable to BHEL in this regard.
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)</p> <p>b.) By vendors for Turnkey (where Supply and E&C is in vendor's scope)</p> <p>Note: 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)	No CIF is available for the project.
20.	Taxes & Duties (For Domestic Vendor)	As per General Conditions of Contract (GCC rev 07)
21.	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of foreign vendors, quoted prices & Dispatches shall be on C & F Indian (Mumbai) port basis and the Taxes & duties in the country of dispatch shall be borne by Foreign vendor. All the Taxes & 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.
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"> 1) Cat-I: Inspection shall be done jointly or separately by NTPC and BHEL or BHEL's TPIA 2) Cat-II: Inspection shall be done by BHEL or BHEL TPIA only. 3) Cat-III: Certificate of Compliance shall be furnished by the Vendor. <p>Note: Please note, for Cat I & II items BHEL reserve the right to carry inspection by themselves or through nominated third party inspection agency (TPIA). For Inspecting Agency for various items, vendor may refer to Quality Plan. Third party inspection agency, if any, shall be informed after award of contract.</p>
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</p>

Arut
20/01/2020

Shyam
22/01/2020

		the inspection, test certificates & 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.
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 & 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&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&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	Amit Kumar	Manish Kr. Sinha	P.K. Gautam	Asim Mishra
Designation	Sr. Engr./ PG III	Manager/ PG III	Sr. DGM/ PG III	AGM & DH/ PG III
Signature	<i>Amit Kumar</i> 24/10/2020	<i>Manish Kr. Sinha</i> on leave	<i>P.K. Gautam</i> 22/10/2020	<i>Asim Mishra</i> 24/1/20

	PROJECT: 3X660 MW NPGCL NABINAGAR STPP		DOC NO.: PE-PQ-457-571-A101	
	PACKAGE: GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)		DATE	01.07.2022
	PRE-QUALIFICATION REQUIREMENT (PQR) - TECHNICAL		REV NO.	00

1.0	The bidder shall be manufacturer who has previously designed (either by itself or under collaboration / licensing agreement), manufactured / got manufactured, Vacuum Belt Filter (Belt Type) for dewatering process in a Wet Limestone based FGD application in Coal fired power plant or in any other process application, of minimum capacity of 52.24 Tons per hour (wet cake) such that the system should have been in successful operation in at least one (1) plant for a period not less than one (1) year as on 13.12.2019.
2.0	The bidder 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) in support of PQR above.
3.0	In case bidder is bidding under collaboration/ licensing agreement, then bidder has to submit additional supporting documents mentioned at Annexure-I & II.
4.0	Bidder shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/purchase order.
5.0	Bidder shall offer and supply only the type of the above equipment(s) for which it, itself or the manufacturer / Collaborator(s) / Licensor(s) proposed by the Bidder for the above equipment(s) is qualified.
6.0	Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern. The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.
7.0	Notwithstanding anything stated above, BHEL/NTPC 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 BHEL/ NTPC.
8.0	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.

1. Bidder shall offer and supply only the type of the specified equipment(s) for which he himself or the manufacturer proposed by the bidder for the equipment(s) is qualified.
2. A JV / Subsidiary Company formed for manufacturing and supply of equipment(s) as listed at clause no. 1.0 of document no. PE-PQ-457-571-A101, in India can also manufacture such equipment(s), provided that it has a valid collaboration or licensing agreement for design, engineering, manufacturing of such equipment(s) in India with a qualified equipment manufacturer who meets the requirements stipulated at the said clause (or the technology provider of the qualified equipment manufacturer) for the respective equipment(s). Before taking up the manufacturing of such equipment(s), the bidder/ his sub-vendor(s) must create /have created manufacturing facilities at his works as per collaborator's/licenser's design, manufacturing and quality control system for such equipment(s).
3. Further, in such a case, such qualified equipment manufacturers should have, directly or indirectly through its holding company/ subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/ Subsidiary Company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture/ Subsidiary or up to the end of defect liability period of the contract, whichever is later.
4. Before taking up the manufacturing of such equipment(s) as per clause 2 above, the Bidder must create (or should have created) manufacturing and testing facilities at its works as per Collaborator / licensor's design, manufacturing and quality control system for such equipments duly certified by the Collaborator / licensor. Further, the Collaborator / Licensor shall provide (or should have provided) all design, design calculation, manufacturing drawings and must provide (or should have provided) technical and quality surveillance assistance and supervision during manufacturing, erection, testing, commissioning of equipments.
5. Bidder shall offer and supply only the type of the above equipment(s) for which it, itself or the manufacturer / Collaborator(s) / Licensor(s) proposed by the Bidder for the above equipment(s) is qualified.
6. BHEL/NPGCPL reserves the right to fully satisfy himself regarding capability and capacity of Bidder / its sub-vendor(s) and the proposed arrangement and may prescribe additional requirement before allowing manufacture of the equipment listed above for this contract.
7. Whenever the term 'coal fired' is appearing, 'Coal' shall be deemed to also include Bituminous coal/ Brown coal/ Anthracite coal/ Lignite.

**FLUE GAS DESULPHURISATION (FGD) SYSTEM PACKAGE
FOR
LOT-1A PROJECTS
BIDDING DOCUMENT NO. CS-0011-109(1A)-2**

Bidder's Name and Address:

To
Contract Services-II
NTPC Limited
Noida-201301

Summary of Critical Equipment indicated under clause 4.01.00, sub-section-I, Part-A of Section-VI.

Equipment Name	Sub-Vendor Name	Collaborator's Name, if applicable	Seeking Qualification as per clause..... Sub-Section-I, Part-A of Section-VI
Booster Fans			*4.01.01 /*4.01.02 /*4.01.03
*Slurry Recirculation Pumps			*4.01.01 /*4.01.03 /*4.01.07
Oxidation Blowers			*4.01.01 /*4.01.03 /*4.01.04
Wet limestone Grinding mills			*4.01.01 /*4.01.03 /*4.01.05 (i)/ 4.01.05 (ii)
Slurry Pumps			*4.01.01/*4.01.03
Agitators			*4.01.01 /*4.01.03 /*4.01.06
Vacuum Belt filters			*4.01.01 /*4.01.03

Note : *Strike-off whichever is not applicable.

- If qualification sought as per clause 4.01.01, sub-section-I-A, Part-A of Section-VI then the details of the sub vendor (manufacturer) shall be filled by the bidder in the format A to G.

2. If the qualification sought as per the clause 4.01.02, sub-section-I-A, Part-A of Section-VI, then the details of proposed sub vendor (i.e manufacturer of such equipments for at least 500 MW unit rating) shall be filled individually by the bidder in the format A and the details of collaborator who meets the requirement stipulated at 4.01.01, sub-section-I-A, Part-A of Section-VI shall also be filled by the bidder in the format A separately. Further, in case of qualification vide clause 4.01.02, sub-section-I-A, Part-A of Section-VI a copy of valid ongoing collaboration and technology transfer agreement for design, engineering, manufacturing, supply of such equipment in India with the collaborator who meets the requirement stipulated at 4.01.01, sub-section-I-A, Part-A of Section-VI shall also be furnished.
3. If the qualification sought as per the clause 4.01.03, sub-section-I-A, Part-A of Section-VI then the details of JV/Subsidiary Company formed for manufacturing of such equipments in India shall be furnished individually for each equipment by the bidder such as,
- i) Copy of document of incorporation of JV/Subsidiary company in India
 - ii) Copy of valid ongoing collaboration and technology transfer agreement for design, engineering, manufacturing, supply of such equipment in India with the collaborator who meets the requirement stipulated at 4.01.01, sub-section-I-A, Part-A of Section-VI.
 - iii) Copy of document of at least 26% equity participation of qualified equipment manufacturer in the Indian JV company/subsidiary company directly or indirectly through its holding company /Subsidiary company, which shall be maintained for a lock -in period of seven (7) years from the date of incorporation of such JV/subsidiary or up to the end of defect liability period of the contract which ever is later.

Further, the details of collaborator or technology provider of the qualified equipment manufacturer who meets the requirement stipulated at 4.01.01, sub-section-I-A, Part-A of Section-VI shall be filled by the Bidder in the format A to G (format given at 1.00.00). In addition to that, the sub vendor along with the Indian JV company/subsidiary company, qualified equipment manufacturer and its holding company/subsidiary company as applicable shall furnish the DJU.

*** strike out whichever is not applicable.**

~~1.00.00 (Applicable for Bidder/his sub vendors seeking qualification as per clause no. 4.01.01, Sub section-I, Part-A of Section-VI. Bidder shall furnish the required data only for those equipments / auxiliaries which are proposed to be sourced under this route.)~~

~~We, hereby furnish the data on proveness criteria for critical equipment, auxiliaries, systems and Bought Out Items such as Booster Fans, *Slurry Recirculation Pumps, Oxidation Blowers, Wet Limestone Grinding Mills, Slurry Pumps, & Agitators which have been designed (either by self manufacturer or under valid ongoing collaboration and technology transfer agreement), *manufactured/ *got manufactured and supplied by us /Manufacturer (or manufactured/ got manufactured & supplied by our proposed sub-vendors) and these are in successful operation in at least one (1) plant for a period not less than one year reckoned as on the date~~

- G. Vacuum Belt filters:** We declare that, we/our Sub-Vendor, have designed (either by itself or under collaboration / licensing agreement), *manufactured/*got manufactured and supplied at least one (1) number of Vacuum Belt filter of minimum 80% of the offered Vacuum Belt filter capacity , Belt type, working in Wet Limestone based FGD application in Coal fired power plant[#]and which has been in successful operation for minimum one(1) year reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder, as per the details furnished below:
Or in any other process application

Sl. No.	Description	Reference Work
1.	Name of the reference plant & location:	
2.	Client name and his address:	
3.	No. of units and capacity in MW of unit:	
4.	Whether power plant is coal fired	-*Yes/*No
5.	Whether operating in a Wet Limestone based FGD application in coal fired power plant	-*Yes/*No
6.	Name of equipment manufacturer & address:	
7.	Date of commission of the equipment:	
8.	Model no. of the equipment:	
9.	Brief Technical particulars of the equipment:	
10.	Capacity-TPH

Sl. No.	Description	Reference Work
11.	Whether the equipment(s) are in successful operation in atleast one(01) plant for a period not less than one(01) year reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder	-*Yes/*No
12.	Flue gas Desulphurization system details:	*Technical extract/ *paper letter/ *email/ *Drwaing from user or *contract document or *scheme or *any document in public domain enclosed at annexure....to Attachment-3K
13.	Scope of Work:	*Letter of Award or *Contract or *P.O. enclosed at Annexure.....to Attachment-3K
14.	Performance details:	*Certificate/*Letter/*E-mail from End user enclosed at Annexure.....to Attachment-3K

* Strike off whichever is not applicable.

~~*2.00.00~~ ~~Applicable for Bidder/his sub vendors seeking provenness criteria as per clause no. 4.01.02, Sub section-I, Part-A of Section-VI.~~

2.01.00 We, hereby confirm that we/our sub-vendors are a regular manufacturer of Booster Fan for units of atleast 500MW rating and the details in this regard on provenness criteria as per clause **4.01.01**, sub-section-I, Part-A, Section-VI are hereby furnished below:



PRE - QUALIFYING REQUIREMENTS

ENQUIRY NO:

PROJECT:

3X660MW NPGCL NABINAGAR STPP (FGD SYSTEM PACKAGE)

PACKAGE:

GYPSUM DEWATERING EQUIPMENT

CRITERIA FOR EVALUATION - FINANCIAL :

Average annual financial turnover during the last Three Financial Years should not be less than
Rupees Nine Crore Eighty Lakh(s) Only

Amount (in Rs.)
Rs.9,80,00,000.00

Notes:-

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 ≤ 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 ≤ 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 ≤ 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.