

Ref. Enquiry No.: PE/PG/TS1/E-7120/2022, Dated 30.11.2022

DUE DATE
12 DEC 2021
BY 02:00 PM

Dear Sir/ Ma'am

Subject: Open tender Enquiry for "FLOW ELEMENT - ORIFICE" for 1X800 MW TSGENCO KOTHAGUDAM TPP(FGD pkg) as per Technical Specification No. PE-TS-439-145-I105A.

BHEL invites your offers for Design, Manufacture, calibration, Inspection and Testing at manufacturer's works, proper packing for transportation and delivery to site of the Flow Element Orifice as mentioned in different sections of this specification (No. **PE-TS-439-145-I105A**) and as necessary including commissioning spares and special tools & tackles (as required) for erection & maintenance, amendment & agreements till placement of order **for 1X800 MW TSGENCO KOTHAGUDAM TPP(FGD pkg) for FLOW ELEMENT – ORIFICE.**

Your offer shall be submitted in two parts strictly as per Clause-2.0 of the "Instructions to Bidders" of GCC (Rev. 07), in sealed cover for the below mentioned equipment/system.

Item Description – FLOW ELEMENT - ORIFICE			
Sl. No.	Project	TECHNICAL SPECIFICATIONS	Delivery completion schedule
1	1X800 MW TSGENCO KOTHAGUDAM TPP (FGD pkg)	PE-TS-439-145-I105A	As per annexure – I to NIT

Your best quotation/offer for the above requirement, in line with tender terms and conditions, should be submitted **online via e-procurement system (NIC portal)**. It shall be the responsibility of the bidder to ensure that the tender is submitted **on or before the due date by 02:00 PM, 12.12.2022**. Part-I (techno-commercial) bids shall be opened at **05:00 PM**. on the due date.

Note: 1. Detailed tender documents have been uploaded on following websites:-

<https://eprocurebhel.co.in>, <https://www.bhel.com/tenders>; <https://pem.bhel.com/Home.aspx>

Bidders are requested to upload their best offer on <https://eprocurebhel.co.in> only.

2. In case bidders are not interested to quote, please send us the regret by e-mail or letter.

ENQUIRY TERMS AND CONDITIONS:

- Offers should be submitted/uploaded separately in two parts **online through e-procurement system** as follows:

Part-I: TECHNO-COMMERCIAL BID

Part-II: PRICE BID

For detailed instructions, please refer GCC (Rev. 07)- Instructions to Bidders.

- Bidders shall submit their offers meeting the requirements of the following tender documents indicated in BHEL PEM GCC (Rev- 07) & Corrigendum to GCC (Rev. 07) and other Terms and Conditions included in this Enquiry Letter. Web link of GCC (Rev. 07) & Corrigendum to GCC (Rev. 07) shall be as below, **bidders may download the GCC (Rev. 07) from the given web link and go through the same before quoting: -**

<https://pem.bhel.com/Documents/GCC/GCCRev07.pdf>

https://pem.bhel.com/Documents/GCC/CORRIGENDA_01_GCC%20REV%2007.pdf

- Bidders to note that following form the part of tender documents:
 - General Conditions of Contract (GCC Rev. 07) comprising of: Instructions to Bidders and General Commercial Terms & Conditions
 - Technical Specifications

Sumant Kumar /Dy. Mgr / PG II
PS-Project Engineering Management,
Power Project Engineering Institute,
Plot no. 25, Sector – 16A, Noida (UP) 201301, INDIA

Regd. Office
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- c. Technical PQR
- d. Special Conditions of Contract (SCC Rev. 02) of Project.
- e. Enquiry terms & conditions (NIT)
- f. Annexures I-III & A
4. Any hidden conditions/deviations mentioned elsewhere in offer and standard pre-printed terms & conditions of the tenderers shall not be considered valid.
5. Tenders shall be submitted strictly in accordance with the requirements of the above-mentioned tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately in Annexure-II of GCC Rev-07 along with reasons for taking such deviations in the bidding format in E-Procurement portal (NIC portal). Any deviations (Technical as well as Commercial) not mentioned in the Annexure-II shall not be considered. Bidders to note all the points mentioned in "Notes" of Annexure-II of GCC Rev.07.
6. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per General Conditions of Contracts (GCC, Rev.07), Special Conditions of Contract and Notice Inviting Tender (NIT)" **in case of no deviations.**
7. Unsolicited fresh/revised bids shall not be entertained.
8. If any bidder has mentioned the term "Not Applicable" / "not required" / "not quoted" in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by the successful bidder.
9. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
10. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be dispatched only after Purchaser's/Owner's inspection of the hold points specified in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC).
11. Offers should be submitted separately in two parts online through e-procurement system only (NIC portal), however, all correspondence thereof, shall be addressed to the following persons and sent at the following address:

Mr. Rajeev Ranjan Dy. Engineer, PG-II E-mail: ranjanrajeev@bhel.in Ph. +91-120-4368838; Mob: 9968879839	Mr. Sumant Kumar DY. Mgr. PG-II E-Mail: sumantkumar@bhel.in Ph. No. +91-120- 4368779; Mob: 9456257401	Mr. Amit Kumar Gupta Manager , PG-II E-Mail: amitkg@bhel.in Ph. No. +91-120-4368873; Mob: 9759003285
M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, Plot No 25, Sector-16A, Noida-201301, U.P., INDIA		
12. **Payment Terms:** - As per clause no. 9.1 of General Commercial Terms and conditions of GCC (Rev. 07) for Main supply. Payment terms of Calibration charges will be clause no.9.5 of General Commercial Terms and conditions of GCC (Rev. 07).
13. Evaluation will be done on L1 (Total cost to BHEL excluding GST) basis. Incomplete offer or part offer of NIT BOM/BOQ shall be summarily rejected.
14. The Evaluation Currency for this tender shall be INR.
15. **Evaluation Conditions (Reverse Auction):** - "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

Sumant Kumar /Dy. Mgr / PG II
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bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

Vendors to note that above RA clause will supersede clause no 13 of “Instruction to Bidders” of GCC Rev 07”

Abridged version of Guidelines for Reverse Auction – 2021 is available at

<https://www.bhel.com/sites/default/files/Guidelines%20for%20Reverse%20Auction%20-%202021%20-%20Abridged.pdf>

16. Bidder to note that this is a conditional Open Tender enquiry subject to following condition: -
 - A) Techno-commercial qualification/recommendation of bidder by the BHEL-PEM.
 - B) Approval of vendor from end Customer (TSGENCO). shall be taken up by BHEL-PEM with customer. Bidders who are not approved from TSGENCO (end customer) should furnish the credentials as per TSGENCO (end customer) format – (Annexure –A) along with their bid
 - C) Pre-qualifying Requirements: - Bids of only those bidders shall be evaluated who meet the Technical pre-qualifying requirements.
17. 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 is found not available, BHEL has the right to reject such document from evaluation.
18. Compliance of model clauses as provided in Annexure-III of Ministry of Finance Order (Public Procurement No. 1 issued on 23.07.2020 (Restrictions under Rule 144 (xi) of the GFR,2017) shall be applicable for subject tender. Model Certificates provided in same Annexure-III shall also be complied. Further, relevant clause of order no. 25-11/6/2018-PG dated 02.07.20 issued by MoP shall also be complied. An undertaking regarding Model Clauses (as applicable from Annexure-III) shall be furnished by bidders along with bid documents.

Bidders to ensure,

- compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, MoP circular dated 16.11.21, if applicable.
- ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020, 18/37/2020/-PPD/dated 08.02.21 & F.4/32/2022-PPD/06.09.22
- to submit “Model Certificate for Tenders” as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020, 18/37/2020/-PPD/dated 08.02.21 & F.4/32/2022-PPD/dated 06.09.22

Note: Subsequent orders/circulars to be checked and to be complied.

19. CIF is not available for this package.
20. The variation on overall package value due to changes in the scope shall be +/- 10% of contract value which will prevail over the variation mentioned in clause no.6.0 indicated in the GCTC OF GCC (Rev. 07).
21. For bidders (who are not registered with BHEL-PEM) -Online Registration Portal is operational in BHEL. Registration in BHEL-PEM is not mandatory for this tender. However, Non-registered Vendors, who wish to apply for registration with BHEL-PEM, can apply through Online Registration Portal available at www.bhelpem.com → vendor section → Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration may be uploaded on the website and submit the application for registration.
22. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL websites only (www.pem.bhel.com, www.bhel.com & <https://eprocurebhel.co.in>) under subject tender reference. Bidders are requested to visit our websites from time to time to keep themselves updated. Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender. For Bidders' convenience, the Helpdesk Nos. of E-Procurement (NIC) Portal is available at website i.e. <https://eprocurebhel.co.in>.

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23. If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e-procurement, in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch.
24. Bidders to quote the freight in terms of percentage of Total Ex-works price.
25. Bidders to note that "This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline date 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipments etc.) & hence criteria of prior experience /turnover shall be same for all bidders including start-up /MSME".
26. Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines available at <https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf> to take up the inspection REMOTELY.
27. 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.
28. 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.
29. In case of joint bidding, bidders to furnish scope matrix which should be clearly defined between them along with the offer for the complete scope as per NIT.
30. All other terms and conditions of SCC (Rev 02) of project, NIT & GCC (Rev 07) & corrigendum to GCC (Rev.07) shall be applicable for the subject package.
31. Delivery Terms: - For delivery terms refer Annexure-I to NIT.
32. Detailed offers are to be uploaded including the following along with the Price schedule as per BHEL format enclosed with NIT: -
 - ☐ Acceptance of BHEL-PEM GCC (Rev.-07) & Corrigendum to GCC (Rev. 07).
 - ☐ Acceptance of Special Conditions of Contract (SCC Rev. 02) for the project.
 - ☐ Technical & Commercial Deviations, if any along with Cost of withdrawal.
 - ☐ TECHNICAL Pre-Qualifying Requirement (PQR)
 - ☐ Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of terms & instructions conveyed.
 - ☐ Un-Priced price format duly filled in 'Quoted' or 'Q' in each column/row.
 - ☐ Filled format of Compliance of model clauses

All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.

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Thanking You

- ☐ Please contact to BHEL (via mail or phone) for any clarification (technical or commercial) at least one week before the due date (Techno-Commercial bid opening).
- ☐ Please note all correspondence from BHEL-PEM before part – I opening, shall also be part of NIT.

Yours faithfully,

For and on behalf of BHEL-PEM

**SUMANT
KUMAR**

Digitally signed by SUMANT
KUMAR
DN: cn=SUMANT KUMAR,
o=POWER SECTOR - PROJECT
ENGINEERING MANAGEMENT,
ou=BHARAT HEAVY ELECTRICALS
LIMITED,
email=sumantkumar@bhel.in,
c=IN
Date: 2022.11.30 15:24:53 +05'30'

Sumant Kumar

(DY. MANAGER/PG-II/BHEL-PEM)

Enclosures:

1. Delivery completion cum Drawings/documents submission Schedule (Annexure –I).
2. BOQ cum Unpriced format & COW - Annexure –II.
3. Instructions to Packing List (annexure –III)
4. Performa for End customer approval Annexure –A.
5. Guidelines for remote inspection.
6. SCC (Rev. 02)
7. GCC (Rev. 07)- <https://pem.bhel.com/Documents/GCC/GCCRev07.pdf>
8. Corrigendum to GCC (Rev. 07). https://pem.bhel.com/Documents/GCC/CORRIGENDA_01_GCC%20REV%2007.pdf
9. RA Guideline. <https://www.bhel.com/guidelines-reverse-auction-2021>
10. Technical PQR.
11. Technical Specification No. **PE-TS-439-145-I105A**

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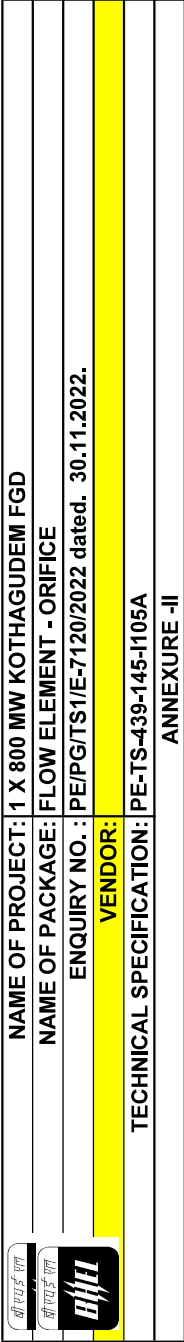
Annexure - I (Delivery cum Drawing/ Document submission / re- submission schedule)

PROJECT :-1X800 MW TSGENCO KOTHAGUDAM TPP(FGD PKG)

PACKAGE :- FLOW ELEMENT - ORIFICE

ENQUIRY NO. :-PE/PG/TS1/E-7120/2022 dated. 30.11.2022.

Standard Delivery Schedule							
Deptt.	BHEL Drawing No	Drawing Title	Primary/ Secondary	BHEL Inputs	Drg Sch for Vendors	Standard Delivery Terms for Supply Portion	Scope of Services, (if any, as per Indent) and corresponding schedule for rendering the services
C&I	PE-V0-XXX-145-I812	DATA SHEET,CALCULATION, BOQ/BOM & GA DRAWING for Flow Orifices	Primary		R-0 within 14 days from PO & subsequent revisions incorporating all the BHEL comments within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.	Within Four (04) months from date of CAT-1 approval of Primary drawing/documents or BHEL manufacturing clearance whichever is later, subjected to drawing/document submission/re-submission schedule as stipulated, in case of any delay in submission/re-submission of Primary drawing/documents, then same shall be reduced from the given delivery period.	
	PE-V0-XXX-145-I813	QAP for Flow Orifices	Primary				
	PE-V0-XXX-145-I814	O&M MANUAL for Flow Orifices	Secondary		within 30 days of issuance of MDCC		
NOTE:-							
a. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.							
b. The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.							
c. Non-applicable drawings shall be decided during bid evaluation.							
d. Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT.							
e. Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Purchase group.							
f. In case BHEL manufacturing clearance date is later than the date of Cat-1 approval of Primary drawing/documents, then the contractual delivery period will be calculated by setting off the time gap between Cat-1 approval date of Primary drawing/documents and the manufacturing clearance date, from any delay by vendor in submission/re-submission of Primary drawing/documents.							



PRICE ESTIMATE FOR FLOW ELEMENT (ORIFICE) FOR KOTHAGUDEM FGD (1 X 800 MW)						
SCHEDULE OF PRICES BASED						
S.No	TAG NO.	SERVICE	SIZE (OD xThk)/NB	pipe material	UNIT	QTY / UNIT
						TOTAL QTY
						Paid
						Paid No.
						UNIT EX-WORKS PRICE (DULY PACKED)
						TOTAL EX-WORKS PRICE (DULY PACKED)
A [Complete Orifice assembly with THREE (3) pairs of tapping, accessories like pair of gasket, nipple, Pressure take-off points etc and commissioning spare of 1 no, pair of gasket for each assembly]						
	a	b	c	d	e	f
1	PCB04CF100	ACW SUPPLY HEADER FLOW	200 NB	CS IS:2062	NO.	1
2	PCB40CF100	ECW SUPPLY HEADER FLOW	200 NB	CS IS:2062	NO.	1
3	PCB47CF100	FGD MAKE-UP SUPPLY HDR FLOW	150 NB	CS ERW/ IS: 1239	NO.	1
TOTAL OF Items mentioned under 1 to 3						3
B CALIBRATION CHARGES (Ex works)						
1	PCB004CF100	ACW SUPPLY HEADER FLOW	200 NB	CS IS:2062	NO.	1
2	PCB40CF100	ECW SUPPLY HEADER FLOW	200 NB	CS IS:2062	NO.	1
3	PCB47CF100	FGD MAKE-UP SUPPLY HDR FLOW	150 NB	CS ERW/ IS: 1239	NO.	1
TOTAL OF Items mentioned under 1 to 3						3
A+B						

ANNEXURE - II

SCHEDULE OF TECHNICAL AND COMMERCIAL DEVIATION

PROJECT:- 1X800 MW TSGENCO KOTHAGUDAM TPP(FGD PKG)

PACKAGE:-FLOW ELEMENT ORIFICE

TENDER REF NO - :-PE/PG/TS1/E-7120/2022 dated. 30.11.2022.

NAME OF VENDOR:-

SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
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TECHNICAL DEVIATIONS

COMMERCIAL DEVIATIONS

PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE

NAME	DESIGNATIONS	SIGN & DATE

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 detail 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 the 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, 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 considered.
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

Project: - 1X800 MW TSGENCO KOTHAGUDAM TPP(FGD PKG)
Package: - FLOW ELEMENT - ORIFICE
Enquiry no. :- -PE/PG/TS1/E-7120/2022 dated. 30.11.2022.

ANNEXURE -III TO INSTRUCTIONS TO PACKING LIST

For faster verification of bills, successful bidder to submit detailed Bill of Material (BOM) at the time of drawings/ documents submission after placement of PO. Each item of the BOM to be uniquely identified with item code no. or item Sl. No. Supplier to ensure that all items which will find separate mention in the packing list are covered in this detailed BOM.

Supplier to also give the following undertaking in the BOM:

“The BOM provided herewith completes the scope (in content and intent) of material supply under PO No. Dated Any additional material which may become necessary for the intended application of the supplied items/package will be supplied free of cost in most reasonable time.

Packing List must indicate:

- a) Packing size
- b) Gross weight and net weight of each package
- c) Contents of the package with cross reference to BOM item code no. / Sl. No.
- d) Quantity of each items separately.

The packing list must cover all the BOM items.

Supplier to give following undertaking in the packing list:

The Packing list provided herewith is as per BOM approved under PO No. ----

Project: - 1X800 MW TSGENCO KOTHAGUDAM TPP(FGD PKG)
Package: - FLOW ELEMENT - ORIFICE
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An undertaking regarding Model Clauses (To be provided alongwith bid)

Refer,

PROJECT	:- 1 X 800 MW TSGENCO KOTHAGUDAM TPP(FGD PKG)
PACKAGE	:- FLOW ELEMENT - ORIFICE
Enquiry no.	:- :-PE/PG/TS1/E-7120/2022 dated. 30.11.2022.

M/s

Reference:

TO WHOM SO IT MAY CONCERN

This is with reference to Ministry of Finance circular dated 23.07.20 reg. restriction under rule 144 (xi) of GFR.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that M/s is not from such a country and is eligible to be considered against Enquiry no: **PE/PG/TS1/E-7120/2022 dated. 30.11.2022.**

Sign & Signature

Date:

CUSTOMER/ BHEL LOGO	VENDOR CREDENTIALS SUMMARY SHEET (TO BE FILLED BY BIDDER AND SUBMITTED WITH BID)
------------------------------------	---

i.	Item/Scope					
ii.	Address of the registered office	Details of Contact Person (Name, Designation, Mobile, Email)				
iii.	Name and Address of the proposed vendor's works where item is being manufactured	Details of Contact Person: (Name, Designation, Mobile, Email)				
iv.	Annual Production Capacity for proposed item					
v.	Annual production for last 3 years for proposed item					
vi.	Details of proposed works					
1.	Year of establishment					
2.	Factory Registration Certificate	Details attached at Annexure – F2.1 (Page No....)				
3.	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc.)	Details attached at Annexure – F2.2 (Page No....)				
4.	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 – F2.3 (Page No....)				
5.	Sources of Raw Material/Major Bought Out Item	Details attached at Annexure – F2.4 (Page No....)				
6.	Quality Control exercised during receipt of raw material/BOI, in-process, Final Testing, packing	Details attached at Annexure – F2.5 (Page No....)				
7.	Manufacturing facilities (List of machines, special process facilities, material handling etc.)	Details attached at Annexure – F2.6 (Page No....)				
8.	Testing facilities (List of testing equipment)	Details attached at Annexure – F2.7 (Page No....)				
9.	Supply reference list including recent supplies (Preferably of reputed, well known clients to whom the vendor has supplied the material and are of quantum of item/scope at point (i) above)	Reputed client name (s)..... Details attached at Annexure – F2.8 (as per format given below) (Page No....)				
Project/ package	Customer Name	Supplied Item (Type/Rating/Model /Capacity/Size etc)	PO ref no/date	Supplied Quantity	Date of Supply	

CUSTOMER/ BHEL LOGO	VENDOR CREDENTIALS SUMMARY SHEET (TO BE FILLED BY BIDDER AND SUBMITTED WITH BID)
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10.	Product satisfactory performance feedback letter/certificates/End User Feedback	Attached at annexure - F2.9 (Page No....)			
11.	Average annual turnover for last three years with documentary proof.				
12.	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 – F2.10 (if applicable) (Page No....)			
13.	Copy of ISO 9001 certificate (if available)	Attached at Annexure – F2.11 (Page No....)			
14.	Product technical catalogues for proposed item (if available)	Details attached at Annexure – F2.12 (Page No....)			
Name		Desig		Sign:	

Company's Seal/Stamp:-

Guidelines for Remote Inspection of PEM BOIs

1) OBJECTIVE:

To lay down the procedure for carrying out Remote Inspection of Bought-out Items (BOIs) for PEM suppliers wherever applicable.

2) SCOPE:

It will cover suppliers for packages of PEM BOIs for various project requirements.

Invitation is sent to the suppliers for remote inspection on applications like MS Teams, Webex, etc. by BHEL.

3) MINIMUM REQUIREMENTS AT SUPPLIER'S WORKS:

- i. Uninterrupted internet services
- ii. Good internet bandwidth (Min 100 Mbps)
- iii. Good resolution camera (2 nos) – one preferably CCTV (static at one place) and one hand hold (moving)
- iv. Smart phone with minimum 8MPi camera front and back both with optical zoom facility suitable for using web applications like Webex, MicroSoft (MS) Teams, etc.
- v. Computer and Scanner with good resolution
- vi. Digital signatures of supplier's Quality Engineer
- vii. Availability of web applications like Webex, MicroSoft (MS) Teams, as required.
- viii. All Test certificates, internal test reports, calibration reports, etc. for the items offered for inspection.
- ix. Availability of the above to be submitted to BHEL two days in advance before inspection.
- x. Dedicated team from supplier side for facilitating inspection requirements.
- xi. For ensuring proper visibility, the suggested Portable lighting sources (torch/ electric LED bulb of minimum 15 W) with no glare is to be ensured at offered job, location for remote inspection/testing. This is to be verified before start of the inspection.
- xii. The GPS location co-ordinates or any method to locate inspection location shall be captured indicating the location of the Vendor-Premises of remote inspection/testing.

4) MINIMUM REQUIREMENTS AT BHEL and CUSTOMER LOCATION :

- i. Uninterrupted internet services
- ii. Suitable internet bandwidth
- iii. Digital signatures wherever required.
- iv. Availability of web applications like Webex, MS Teams, etc. as required.
- v. Clearance from customer for conducting remote inspection

5) PROCEDURE:

- i. Supplier will raise the inspection call in BHEL - CQIR portal.
- ii. Supplier shall ensure availability of minimum requirements at supplier's works as mentioned above at point 3.

- iii. Before starting the inspection, the supplier shall submit the documents (TCs, internal test reports and calibration certificates as per approved QAP) two days before the date of inspection for review by BHEL and supplier shall coordinate with BHEL and if found satisfactory, inspection shall be considered for remote.
 - iv. Prior to commencement of remote inspection a pre inspection meeting shall be organised by BHEL inspector with supplier to ascertain the readiness for remote inspection.
- 6) During inspection, supplier shall share the location on Google maps for verifying the address of the manufacturer. Location may be captured by BHEL as screenshot.
- i. Inspection shall be on the basis of approved Quality Plans and associated reference documents mentioned.
 - ii. For witnessing inspection, supplier shall bring the mobile video camera near to the surface of the equipment or as per requirement of the inspector for clarity in viewing the test/ equipment which shall be the responsibility of supplier. Supplier shall ensure that proper lighting is available during live video streaming.
 - iii. Before start of the inspection, inspector shall ensure that all instruments shall have valid calibration report. Supplier shall ensure use of digital instruments preferably for inspection to the extent possible.
 - iv. Details of suppliers's dedicated team handling the remote inspection shall also be incorporated in the CQIR.
 - v. All details of inspection/ testing referred documents shall be mentioned in the CQIR. Recording of remote inspection shall be maintained by the BHEL inspector and this recording (unedited) shall be maintained at BHEL system for a minimum period of 3 years or till the warranty period whichever is later.
 - vi. PEM (Engineering) shall accord final technical clearance, in case of any deviation in inspected item noticed during inspection.
 - vii. Inspection shall be conducted by PEM-Q&BE assigned inspector along with PEM-Engg (if required). CQIR shall be prepared and maintained by PEM-Q&BE.
 - viii. PG will issue MDCC on the basis of acceptance of inspected items along with accepted packing photographs as per contract provisions.
- 7) **UNDERTAKING BY VENDOR:** Material inspected through remote inspections is meeting all technical requirements of BHEL. In case of any discrepancy from the above procedure/ material inspected, if found later, vendor will replace the materials without any cost implication to BHEL.
- 8) Vendor shall provide the signed and stamped of the above guidelines to BHEL as a token of acceptance.

	<p align="center">PRE-QUALIFICATION REQUIREMENTS</p>	PE-PQ-999-145-I003
		REVISION NO. 05 DATE 02.02.18
		SHEET NO. 1 OF 1

PACKAGE: **FLOW ORIFICE**

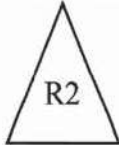
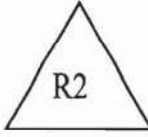
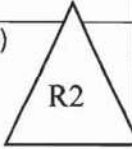
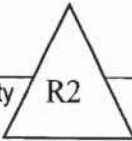
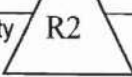
1.0	<p>a. Supplier should be Original equipment manufacturer (OEM) for FLOW ORIFICE.</p> <p>b. In case supplier is not OEM, evaluation shall be done as following:</p> <ol style="list-style-type: none"> 1. If supplier happens to be Indian subsidiaries of foreign OEM, then the credentials of the foreign OEM can also be considered for meeting PQR. 2. If supplier happens to be Authorized channel partner or having a valid collaboration agreement / licensing agreement with some other company or being a Joint Venture Company, then the credentials of collaborator / licensing company / Principal company /JV partner can also be considered for meeting PQR as per scope of the work. The scope matrix shall include their respective roles including design vetting, manufacturing of critical component and warranty/guarantee. If supplier(s) qualifies on the basis of credentials of his principal/JV partner/Collaborator etc., then the principal/JV partner/Collaborator shall be responsible for overall design vetting and warranty/guarantee of the package.
2.0	<p>The Product being offered by the Supplier should be in use successfully in power plant or any other industrial application for at least 1 (One) year. Supplier to submit either of following supporting documents for the product:</p> <p>a. Copy of minimum 1 (One) Performance Certificate from end user / customer certifying that product has been running satisfactorily for 1 (One) year from date of commissioning to the date of application. The certificate should clearly indicate date of commissioning, date of issue of certificate and name/designation of the certificate issuer. Copy of purchase order & technical parameter to be attached along with the performance certificate.</p> <p align="center">OR</p> <p>b. Copy of repeat orders from minimum 2 (Two) different purchasers. Order received by supplier from same purchaser with a gap of minimum 2 (Two) years shall be considered as repeat order. Copy of technical parameters for each order to be attached.</p>
3.0	Supplier to furnish experience list of last 5 years indicating customer name, purchase order reference, item supplied & year of supply to establish the continuity of business.
4.0	Supplier to submit all documents in English. If documents submitted by supplier are in language other than English, a self-attested English Translated document should also be submitted.

<p>PREPARED BY</p> <p>SACHIN MGR. MAYANK MGR. CHETAN MGR.</p>	<p>REVIEWED BY</p> <p>RKR / SSB SCS BS SR. MGR</p>	<p>APPROVED BY</p> <p>DIPESH PALIT/SHIPRA MALLICK DH-2 (AGM) / DH-1 (AGM)</p>
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SPECIAL CONDITIONS OF CONTRACT (REV 02)

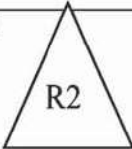
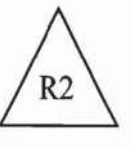

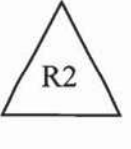
FOR 1 X 800 MW TSGENCO KOTHAGUDEM TPS, UNIT # 12 Job No. 410

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	1X 800 MW TSGENCO KOTHAGUDEM TPS, UNIT # 12
2.0	Ultimate Customer 	Telangana State Power Generation Corporation Ltd.
3.0	Location of Plant	<p>Location: At Paloncha, Khamman District, Telangana State, India</p> <p>Access by:</p> <p>Nearest Railway Station: Bhadrachalam road (known as Kothagudem) at a distance of 12km. Kothagudem – Bhadrachalam national highway branches off to the power station site near village Paloncha.</p> <p>Nearest Airport: Vijayawada airport (128km near)</p> <p>Nearest sea port: Vishakhapatnam Sea Port.</p> <p>Access by road: 30KM from Bhadrachalam. 300KM from Hyderabad.</p> <p>Major Towns/ Cities: Bhadrachalam, Palwancha and Yellandu.</p> <p>Availability of Land: Within existing Thermal Power Station</p> <p>Latitude: 170 36' 40"N.</p> <p>Longitude: 800 42' 03"E.</p> <p>Elevation above MSL: 89m.</p>
4.0	Delivery Address (Ship To) 	<p>CONSTRUCTION MANAGER, BHARAT HEAVY ELECTRICALS LIMITED, Site Office , Kothagudem Super Critical Thermal Power Station, UNIT# 12, Stage-VII TSGENCO, Paloncha-507115 District : Khamman State : Telangana</p>
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.)
	Notes: 	<p>Consignee address (Bill To) in Invoice & LR should be strictly as per Sl. No. 05. Place of supply along with name of state to be clearly indicated by vendor in invoice.</p> <p>Delivery address (Ship To) in Invoice and LR should be as per Sl. No. 04. Invoice should clearly specify "Billing from" and "Shipping from" addresses. Vendor to note that to effect "Sale in Transit", BHEL shall issue "Delivery Order" to the Transporter for transferring the ownership from BHEL to customer (TSGENCO).</p> <p>It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement.</p> <p>Delivery Order shall be carried by transporter along with other dispatch documents.</p>
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 BHEL-PSSR .

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Power Project Engg. Institute, Plot No. 25, Sector 16 - A,
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7.0	Mode of Dispatch	By Road/Rail/Sea on Door Delivery and freight Pre-Paid Basis.
8.0	Road Permit / E-way bill 	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.	500300/44/15/04/BHEL KOTHAGODUM 1 (SCE POLICY NO.) 500300/21/15/02/BHEL KOTHAGODUM 1 (MARINE POLICY NO.)
	Name of the Insurance Company details	United India Insurance Co. Ltd. D-24 & E-25, 2nd Floor, Himalaya House, 23, K.G Marg, Connaught Place, New Delhi-110001 TEL – 011-23318077, 41521760 FAX: 011-23355307 E-MAIL: corpcelldel@uiic.co.in
10.0	BHEL-PEM GST No. 	BHEL PEM: 09AAACB4146P2ZC
11.0	Customer GST & PAN No. 	TSGENCO provisional GST no.- 36AAFCT0257Q3ZT PAN No. - AAFCT0257Q
12.0	Unloading, Storage and Movement of Material within Site 	<ul style="list-style-type: none"> - By BHEL site office for Supply packages. (The Vendor shall furnish LR wise Gross Wt. and net weight of the consignment in attached format annex-II for the purpose of handling the consignment by BHEL site loading/unloading contractor). - By Vendor for Turnkey i.e. Supply and Erection & Commissioning Packages.

Handwritten signature and date 14/09/17

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13.0	Provision of facilities at Site (Applicable for Turnkey Packages)	<p>Construction Power:</p> <p>Construction Power at 11 KV level shall be provided at one point in the project "Site" free of cost.</p> <p>Construction Water:</p> <p>Construction water shall be provided free of cost at one point.</p>
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 (as informed by PEM) on "BHEL CQS Website"; with a copy of inspection call to BHEL-PEM for arranging Customer/Third Party participation (Where ever 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 & Inspection reports duly accepted by the Foreign Vendor Inspection agency in line with approved QAP/Customer Hold Points shall be submitted to BHEL-PEM, NOIDA. The above Inspection reports & Test certificates shall be reviewed by PEM-Engineering in line with the Technical Specifications & Approved Data sheets and then sent to customer for their clearance. The customer dispatch clearance (MDCC) will be given to the Foreign Vendor or their representative in India through BHEL-PEM after acceptance/clearance of above test certificates by Customer.</p>

[Handwritten Signature]
14/09/17

15.0	Dispatch Documents required (to be furnished by Vendor for payment)	<p><u>For Despatch Payment</u></p> <p>For materials originating from Indian Territory</p> <p>(a). One (1) original and Six (6) copies of the clean rail/lorry receipt.</p> <p>For payment Receipted LR (signed & 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> <p>For materials originating from non-Indian Territory</p> <p>(a). Three (3) original and Seven (7) copies of clean bill of lading or One (1) clean original Airway Bill & Four (4) copies, in case of air freight.</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>
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Handwritten signature and date: 14/09/17

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		<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> <p>For Claiming Dispatch payments (for materials originating from Indian territory), Freight, MRC & Services Payments - refer GCC.</p>
16.0	Material Receipt Certificate (MRC).	<p>FOR Packages wherever E&C is in the scope of Vendor, The vendor shall arrange Material Receipt Certificate from the project site, duly signed by Customer and BHEL-Site after receipt & physical verification of the material at site.</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.	<p>Taxes & Duties (For Domestic Bidder)</p> <div style="text-align: center;"> </div>	<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 Project Import Regulations.</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 & 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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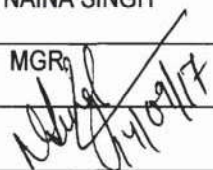
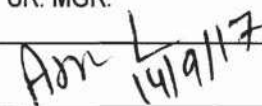
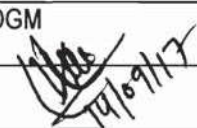
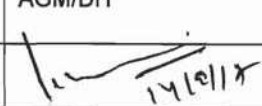
18.	Taxes & Duties (For Order Directly to Foreign Bidders)	<p>In case of Order on foreign Vendor, the dispatches shall be on C&F basis and the Taxes Duties in the country of dispatch (origin) shall be borne by Foreign Bidder & to be accounted in the prices quoted to BHEL/PEM/NOIDA.</p> <p>Evaluation shall be done as per provisions of GCC.</p>
19.0	Packing, Identification & marking	<ul style="list-style-type: none">• The supplier shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling & transport by air, sea, rail and road.• All packing shall allow for easy removal and checking at site. Special precaution shall be taken to prevent rusting of steel and iron parts during transit by sea. Gas seals or other materials shall be adopted by the Contractor for protection against moisture during transit.• The number of each package in a shipment shall be shown in fraction, numerator showing number of the package and the denominator showing total number of packages in a lot / consignment. The packages number shall be generally prepared in the sequence in which they will be required for erection.• Each package delivered under the Contract shall be marked by and at the expense of the supplier and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and

M. Singh
14/09/12



		<p>address of 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"> • Rotor bearings should not be used as a support while packing. • Besides wherever necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc. • All packing cases, containers (excluding marine container), packing and other similar materials shall be new. • Notwithstanding anything stated in this clause, the Contractor shall be entirely responsible for loss, damage or depreciation or deterioration to the materials & supplies due to faulty and/or insecure packing. • One copy of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package/container for immediate reference. • Each and every package box shall be marked with the following, as a minimum: <ul style="list-style-type: none"> (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 clause 10.10.(4) & 10.10.(6) above] (ix). Type of Equipment : <ul style="list-style-type: none"> "E" (for Equipment supply) "T" (for Tools & Tackles) "S" (for Mandatory Spares) • Two copies of packing list should be kept in case/package No. 1 of each consignment of the goods and four copies in each case (three inside the box and one copy in a special packet at the outer side of the Box).
20.0	Commissioning spares	<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>

21.0	Mandatory Spares	Packing as per GCC. 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:	MGR.	SR. MGR.	DGM	AGM/DH
Signature:				
Date:	14/9/17	14/9/17	14/9/17	14/9/17

Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05
Dated: 08.03.2021

1.0 Scope

This document describes the guidelines to be followed by BHEL for conducting Reverse Auction (RA) for procurement of material/ works/ services. The RA shall follow the philosophy of English Reverse (No ties).

English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

3.0 Upfront declaration in NIT

Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following **clause**:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

6.0 Business rules for RA

Model Annexure-I is attached.

7.0 Role of Service Provider

- Acknowledge the receipt of mandate from BHEL.
- Contact the bidders, provide business rules and train them, as required.
- Get the process compliance form signed by all the participating bidders before RA event.

Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05
Dated: 08.03.2021

- Conduct the event as per the contract and business rules.
- Submit the Login Reports, Results, History sheet and authorized final bid from the bidders.
- To obtain price breakup from successful bidder and submit the same to BHEL.

10.0 Reverse Auction Process

10.1 Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying techno-commercially.

In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

10.2 During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed envelope price bid.

10.3 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

11.0 Processing of case after RA

11.2 In case of splitting requirement, bidders who were removed from participation in RA may also be considered for counter offer if the pre-stated (NIT) numbers of suppliers do not accept the counter offer.

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13.0 Others

- 13.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
- 13.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.
- 13.4 Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.

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This has reference to tender no **{tender number....date...}**. BHEL shall finalise the Rates for the supply of **{item name}** through Reverse Auction mode. BHEL has made arrangement with M/s. **{Service provider}**, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. **Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on {date}: ;{start time}: ;{Close Time: }.

3. **Auction extension time:** If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...}

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minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. **Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document, including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
6. **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. All bids

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made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer.

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During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory

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signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
 - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen

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contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.

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