



Ref. Enquiry No.: PE/PG/PA1/E-6205/2019 dated 17TH MAY 2019

DUE DATE
7 TH JUNE 2019
BY 2:00 PM

Dear Ma'am/Sir,

Subject: Tender Enquiry for "CONDENSATE FLOW MODEL STUDY FOR WET STACK" for 3X800 MW PATRATU TPP PHASE-I.

BHEL invites offers in hard bid for CONDENSATE FLOW MODEL STUDY FOR WET STACK (as per attached BOQ cum price schedule & brief scope of work) at 3X800 MW PATRATU TPP PHASE-I project.

Your offer shall be submitted in two parts strictly as per "Instructions for submission of offer".

Your best quotation/offer for the above requirement, in line with our terms and conditions, should either be delivered in person or sent by courier/ registered post, to the following address only:

Tender Box, Tender Room, Ground Floor, PPEI Building
(behind Reception Desk)
C/o MANISHA GUPTA, MANAGER, PG-III,
M/s. Bharat Heavy Electricals Ltd.,
Project Engineering Management, Power Project Engineering Institute,
HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301, U.P., INDIA
E-MAIL: manisha.gupta@bhel.in, raeesulazam@bhel.in
Ph. No. +91 9871497600, +91 120 4368520

It shall be the responsibility of the bidder to ensure that the tender is delivered on or before the due date by 2:00 PM. The offer has to be deposited in tender box only. Part-I bids shall be opened at 3:00 PM on the due date in the presence of authorized representatives of the bidders, who may like to be present.

Note:-

1. Please note that Part scope offered for Project shall disqualify the Bidder's offer.

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2. **Techno Commercial Bids and Price Bids should be submitted separately in separate envelopes.**
3. **Evaluation will be done on overall L1 (Total cost to BHEL) basis excluding GST with necessary loading as applicable. Incomplete offer or offer for part of NIT BOM/BOQ shall be summarily rejected.**
4. **Bidder to note that this is a conditional enquiry and WO shall be placed on them subject to techno-commercial recommendation by BHEL.**
5. **Late tenders are liable to be rejected**

INSTRUCTIONS FOR SUBMISSION OF OFFER

1. Enquiry No., due date etc. must be legibly super-scribed on the sealed envelopes.
2. Offers should be submitted in two parts in two separate sealed covers as follows:

Part-I: TECHNO-COMMERCIAL BID
Part-II: PRICE BID
3. Bidders shall submit their offers meeting the requirements of the following tender documents (enclosed) and other Terms & Condition included in this Enquiry Letter:
 - a. Technical Specifications (Signed & Stamped)
 - b. Enquiry Letter (Signed & Stamped)
4. All the original tender papers should be duly signed and stamped on each page by the tenderer in token of the acceptance of all terms and conditions enumerated in the Techno-Commercial Specifications.
5. The Techno-Commercial and Price Bid should be as per Tender Documents.
6. Submission of offer shall mean that the bidder has read the bid documents and agrees to abide by all terms and conditions mentioned in the documents, unless specifically mentioned in the bid as a deviation.
7. Tenders and all correspondence thereof shall be addressed to the following person by name & designation and sent at the following address:

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Raeesul Azam, Dy. Engr./PG-III M/s Bharat Heavy Electricals Ltd. Project Engineering Management (PEM), Power Project Engineering Institute (HRDI), HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301, U.P., INDIA E-MAIL: raeesulazam@bhel.in Ph. No. +91 120 4368520,	Manisha Gupta, Manager/PG-III M/s Bharat Heavy Electricals Ltd. Project Engineering Management (PEM), Power Project Engineering Institute (HRDI), HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301, U.P., INDIA E-MAIL: manisha.gupta@bhel.in Ph. No. +91-120-4368666, +91 7834815222
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8. Tenders shall be submitted strictly in accordance with the requirements of the above tender documents. In case of deviations (Technical/ Commercial), the same shall be highlighted separately giving clause references along with the **Cost of withdrawal of Deviations as per Annexure-II** along with reasons for taking such deviations. **Bidder to note all the points mentioned in "Notes" of Annexure-II.**
9. The Bidder along with its associate/collaborators/sub-Bidders/consultants/ service providers shall strictly adhere to BHEL Fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
10. The offers of the Bidders who are on the banned list as also the offers of the Bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
11. Bidder to note that this is a conditional Open tender enquiry. Hence, price bid (Part-II) opening/RA shall be subject to following criterion:

Bidders shall be asked to submit Technical PQR along with their offer. Bidders who meets the PQR criteria and are Techno-commercially recommended by BHEL shall be considered for price bid opening/ RA.

Hence Bidders are requested to submit the following (as part of their credentials) on or before Part I due date: -

- Reference list indicating PO details, customer name, PO date, execution date etc.
- Performance certificate issued by the clients.

12 Registration in BHEL-PEM

"Online Registration Portal is operational in BHEL. Non-registered Vendors who wish to register can apply through Online Registration Portal available at www.bhelpem.com - vendor section - Online

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Supplier Registration. All credentials and/or documents duly signed and stamped related to registration are to be uploaded on the website and submit the application for registration. One set of hard copy of the filled-up SRF downloaded from Online Registration Portal duly signed and stamped is to be submitted."

13. COST EVALUATION:

- Evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL") project wise excluding GST.
- For evaluation, the exchange rate (TT selling rate of SBI) shall be taken as under:

Single part bids	:	Date of tender opening
Two/three part bids	:	Date of Part-I bid opening
Reverse Auction	:	Date of Part-I bid opening

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.

14. Bidder is requested to quote their best competitive prices. "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer.

The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

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Link for RA guidelines to be followed as:

http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf

15. Security Deposit:

Security Deposit means the security provided by the Contractor towards fulfilment any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value.

Modes of deposit: Security Deposit of 5% of the contract value may be accepted in the following forms:

- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the vendor, a/c BHEL)
- Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of vendor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Collection of Security: At least 50% of the required Security Deposit, shall be collected before start of the work. Balance of the Security Deposit shall be collected by deducting 10% of the gross amount progressively from each of the running bills of the vendor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the vendor or recovered from payment/s due to the vendor.

Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the vendor shall be liable to compensate BHEL for any losses incurred by BHEL. The security deposit shall be refunded within a reasonable time after the date of expiry of the contract subject to the vendor carrying out all obligations / operations as required under the contract.

BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the vendor for losses suffered by BHEL due to failures on the part of the vendor due to termination of contract or vendor becoming disqualified because of liquidation /

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insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses, costs, shall be final and binding on the vendor and the decision shall not be questionable.

Security Deposit shall be released upon fulfilment of contractual obligations as per the terms of the contract. The Security Deposit shall not carry any interest.

ENQUIRY TERMS AND CONDITIONS

1. Following Commercial terms & conditions are part of enquiry:

Payment Terms: Payment shall be made progressively as per the details given below:

Sl. No.	Milestone	Payment %age of total order value	Payment criteria
1	Condensate Calculation	5%	Against approval of the calculation by BHEL and customer
2	Design of Condensate collection system	5%	Against approval of the design documents by BHEL and customer
3	CFD Plume Downwash Study	20%	Against approval of the documents/ reports by BHEL and customer
4	Physical Wet Stack Study	50%	Against acceptance of report by BHEL and customer
5	Site Inspection and Supervision	20%	Against site certification for the completion of the site inspection and supervision.

- Vendor to submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act 2006).
- MSME vendor would be requested to furnish the UAM details.
- Loading will be done for vendors seeking earlier payment w.r.t. above, for the value and the period of deviation, as per Interest Rate for loading will be taken as Base rate of SBI (as applicable on the date of bid opening, Techno-commercial bid, in case of 2 part bids) + 6% for the period of relaxation sought by the bidders.

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- d) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, considering time of payment as payment through bank. No loading will be done if foreign vendors agree for 60 days usance LC or submit the documents on collection basis for payment within 60 days of submission of complete documents.
- e) LC opening/ negotiation/ confirmation charges will be to vendor's account.
- f) Prices shall remain firm till completion of job.
- g) **Delivery Schedule:** Bidder has to carry out the complete activity including physical model, CFD, drawing /documents within 15 weeks from the date of work order (WO). Vendor shall depute their personnel within one month of intimation from BHEL for site inspection and supervision.
- h) **Liquidated Damages:** BHEL reserves the right to recover from the Bidder, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent plus applicable GST of the total contract price per week or part thereof, subject to a maximum of ten (10) percent plus applicable GST, of the total contract price, if Bidder fails to submit study report within agreed delivery period stipulated in the Order/ Contract.
- i) Further, GST related terms & Conditions shall be as per Annexure III.
- j) **Termination of Contract:** If at any time the Bidder defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract as a whole or in part thereof. The notice will be deemed to have been served as and when sent to the address given in the tender.

BHEL reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days' notice with or without assigning any reason without any financial consideration/implication

- 2. Evaluation will be done project wise on overall L1 (Total cost to BHEL i.e., F.O.R. Price) basis excluding GST. Loading Criteria shall be as per Annexure –IV.
- 3. All the enclosed Tender Documents shall automatically become a part of the order/Contract after its finalisation.

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4. Please note that for technical bid, detailed offers are to be submitted including the following along with the Price schedules as per BHEL format enclosed with NIT:
- Un-Priced price schedules (format) duly filled in 'Quoted' or 'Q' in each column/row.
 - Technical Deviations and commercial deviations (if, any) as per format enclosed at Annexure-II.
 - Along with your offers, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed.
 - Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

Note: Bidder must submit UN-PRICED Price format duly filled mentioning the word "QUOTED" in place of actual price. The actual price is to be filled in separately and submitted in price bid.

5. PRICE DISCREPANCY CLAUSE:

Following shall be considered for evaluation and ordering for non-conformities/ errors/ discrepancies in price bid:

- (a) If, in the price structure quoted for the required services, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- (d) If there is such discrepancy in an offer, the same shall be conveyed to the Bidder with target date upto which the Bidder has to send his acceptance on the above lines and if the Bidder does not agree to the decision of the BHEL, the bid is liable to be ignored.

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- (e) Taxes and duties if not specified clearly as extra shall be considered as included in the basic price and, therefore, shall not be reimbursed.

6. STATUTORY VARIATION:

6.1- Statutory variation for CGST/SGST/UGST/IGST is available provided the actual completion of services does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty).

6.2- For variation after the agreed completion periods, the Bidder alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex-works with taxes of Work Order/Contract. For downward revisions, BHEL shall be given the benefit of reduction in CGST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.

6.3- No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by BHEL.

7. DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

7.1 - If Bidder fails to deliver services or any instalment thereof within the period(s) fixed for such delivery or delivers services not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply services covered by the Order/ Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of Order/ Contract not herein specifically provided for or in the event of the death or insanity or if the Bidder being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/ Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm is dissolved under the Partnership Act or if the Bidder being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, BHEL without prejudice to his right to recover any expenses, losses or damages to which BHEL may be put to incur or sustain by reason of Bidder's default or breach of Order/ Contract, BHEL shall be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Bidder and if the BHEL so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the BHEL, which shall be final, readily procurable, at the risk and cost of the Bidder and the Bidder shall be liable to the BHEL for any excess costs provided that the Bidder shall

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continue the performance of the Order/ Contract to the extent not cancelled under the provisions of this clause. The Bidder shall on no account be entitled to any gain on such repurchases.

Except for Clause 7.2, Bidder's maximum liability will be limited to the total contract value including taxes, duties and freight.

7.2 - Recovery on account of purchases made by BHEL at the risk and cost of Bidder shall be worked out as follows:

a. Excess of new service cost over old service cost, where the total value of new Work Order is more than total value of old Work order.

And

b. Additional 5% overheads as departmental charges on the ex-works value of new Work order.

8. TRANSFER, SUB-LETTING/ ASSIGNMENT/ SUB-CONTRACTING

(a) Bidder shall not sublet, transfer or assign order/ contract or any part thereof or interest therein or benefit or advantage thereof save with the prior consent in writing of BHEL. In the event of Bidder sub-letting, transferring or assigning order/ contract or any part thereof or interest therein or benefit or advantage thereof without such permission, BHEL shall be entitled to cancel the Order/ Contract and to get the services from elsewhere at risk and costs of Bidder and the Bidder shall be liable for any loss or damage which BHEL may sustain in consequence of or arising out of such risk purchase.

(b) If Bidder is an individual or proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless the BHEL is satisfied that legal representative of individual Bidder or proprietor of proprietary concern and surviving partners of partnership firm are capable of carrying out and completing the order/ contract, BHEL shall be entitled to cancel the order/ contract as to its incomplete portion and without being in any way liable to payment of any compensation to estate of Bidder/ Bidder and/ or to surviving partners of Bidder's firm on account of cancellation of the order/ contract.

(c) Decision of BHEL that legal representatives of deceased Bidder or surviving partners of the Bidder's firm cannot carry out and complete the order/ contract shall be final and binding on the parties hereto.

(d) Terms and Conditions shall not get affected in case of merger/ amalgamation/ takeover/ re-arrangement etc.

9. DELIVERY / COMPLETION SCHEDULE:

Supply of services shall not be considered complete until they have been accepted at the place and destination specified for delivery by the time stipulated under the terms & conditions of the Order/ Contract. Mere payment by itself shall not constitute acceptance of the report/services in any manner, whatsoever.

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10. FORCE MAJEURE

(a) - Notwithstanding anything contained in Clause 9 above, if at any time during the continuance of the Order/ Contract, the performance in whole or in part by either party of any obligations under the Order/ Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Order/ Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/ Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of BHEL as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.

(b)- In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.

(c) - Notwithstanding the above provisions, BHEL shall reserve the right to cancel the Order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.

11. CONFIDENTIALITY

Bidder shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the BHEL and also of systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalized during the course of execution of order/ contract.

12. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ POWO against the NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

13. LAWS GOVERNING THE CONTRACT

Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto, and shall be subject to the exclusive jurisdiction of the Indian courts at Delhi/ New Delhi.

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14. ARBITRATION:

(a) - In the event of any dispute or difference arising out of execution of order/ contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by Bidder in any manner touching upon order/ contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL. Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) and as amended time to time or statutory modifications or reenactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

(b) - In case of Order/ Contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the extant guidelines of Govt. of India shall be followed.

(c) - The cost of arbitration shall be borne equally by the parties.

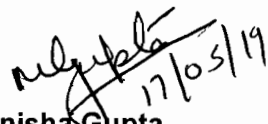
15. JURISDICTION OF COURT

Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

Thanking You.

Yours faithfully,

For and on behalf of BHEL


Manisha Gupta
(Manager/PG-III)

Enclosures:

1. Annexure-I - BOQ-cum-price schedule (**Prices should be quoted strictly in this format only**).
2. Annexure-II – (Schedule of Deviations)
3. Annexure-III (GST related Terms & Conditions).
4. Annexure IV (Loading Criteria)
5. Technical Specifications (PE-TS-434-142-N102 REV. 00)
6. Technical PQR
7. ANNEXURE-A EXPERIENCE LIST

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Regd. Office
BHEL House Siri Fort
New Delhi-110049



Ref. Enquiry No.: PE/PG/PA1/E-6205/2019 dated 17TH MAY 2019

ANNEXURE-III: TAXES AND DUTIES

DIRECT TAXES

- BHEL shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/Contract, as well as tax liability of the Bidder and his personnel.
- Deductions of Tax at source at the prevailing rates shall be effected by the BHEL before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the BHEL as per statutory provisions.

GST LIABILITY ON BHEL: Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the Bidder.

GST RELATED TERMS & CONDITIONS (FOR INDIGENOUS BIDDERS ONLY)

1. CGST/SGST/UTGST/IGST

- a) Bidder is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered.
- b) It is the responsibility of the Bidder to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Bidder to indicate the proper GSTN Registration/ HSN code in their tax invoice.
- c) BHEL is registered in the State of Uttar Pradesh vide following GST registration number: **09AAACB4146P2ZC**
- d) Bidder is required to mention the above registration number in their tax invoice.
- e) CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract

2. OTHER TAXES & LEVIES - All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex Works prices unless specified otherwise by the Bidder in the price bid. No variation in other taxes and duties shall be payable by BHEL.

3. Bidder is required to prepare GST complaint invoice & to upload the same on Web Portal immediately after raising the invoice.

Manisha Gupta
17/05/19

4. All payments against Tax Invoice to Bidders shall be released only after:

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- a) Bidder declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act.
 - b) The tax component charged by the Bidder in the invoice should be matched with the details uploaded by Bidder in GSTR-1.
 - c) Confirmation of payment of GST thereon by Bidder on GSTN portal
5. In case, any GST credit is delayed/denied to BHEL due to delayed receipt of tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the Bidder along with interest levied/leviable on BHEL.
6. In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN/SAC code and quotes rates, correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price)
7. The Bidder should have been registered with the appropriate authority under relevant GST laws.
8. The Bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer
9. No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. Ordering will be done without considering the tax.
10. In the event of any change in the status of Bidder from composite to regular after the submission of the bid but before the supply of services, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the Bidder has to raise the invoice strictly, as per the law, by adjusting their ex-works price.

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ANNEXURE-IV: LOADING CRITERIA

No deviations in NIT terms and conditions are generally acceptable, and bids with deviations are liable to be rejected. However, in exceptional circumstances, BHEL may accept deviations with Loading as given below:

A) LIQUIDATED DAMAGES

If maximum limit asked for is 10% or 5% of Undelivered Portion – 10% value of the total quoted price including GST.

If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by Bidder (at offered value) .

Manisha Gupta
17/05/19

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ANNEXURE-II:A DEVIATION SHEET (COST OF WITHDRAWAL)



PROJECT:- 3 X 800 MW PATRATU STPP

PACKAGE:-Condensate flow model study for Wet Stack

TENDER ENQUIRY REFERENCE:-

NAME OF VENDOR:-

SL NO	VOLUME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWAL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL 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
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NOTES:

- For Study/services, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
- For directly dispatchable items, cost of withdrawal of deviation will be applicable on the basic price including taxes, duties & freight.
- All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.
- Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
- 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.
- Bidder shall furnish price copy of above format along with price bid.
- The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
- Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
- For deviations w.r.t. Liquidated damages, if a bidder chooses not to give any cost of withdrawal of deviation, loading as per Annexure-IV 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.
- Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
- 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.
- 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.
- In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
- In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

Signature
19/05/19

**EXPERIENCE LIST
(ANNEXURE-A)**

NAME OF PROJECT :	
NAME OF CUSTOMER & ADDRESS	
CONTACT NUMBER AND EMAIL ID	
MW RATING OF THE PROJECT	
DATE OF COMPLETION OF STUDY	
TIME TAKEN FOR COMPLETION OF STUDY	
<u>CHIMNEY DETAIL</u>	
Chimney arrangement (single /twin flue)	
Chimney Height in meters	
Chimney liner material	
Chimney liner Inner diameter in meters	
Breeching level elevation in meters	
Maximum flue gas temperature in Deg C	
Chimney (retrofitted / Newly constructed)	
<u>FGD DETAIL</u>	
Type of FGD	
Max. moisture from Mist eliminator	
FGD bypassing provision (YES / NO)	

OPERATING DATA

	Normal Condition	Maximum Condition	Minimum Condition
Atmospheric pressure (in Hg)			
Gas molecular weight (lbm/lbmol)			
Gas composition/moisture content (vol%)			
Flue gas flow rate in TPH			
Flue gas temperature in Deg C			
Flue gas density in kg/m3			

Clean flue gas at FGD outlet / chimney inlet

	Normal Condition	Maximum Condition	Minimum Condition
N2, vol%			
O2, vol%			
CO2, vol%			
H2O, vol%			
SO2, ppmv			
SO3, ppmv			
HCl, ppmv			
HF, ppmv			
Total Flow, Nm3/hr (per boiler)			
Pressure at breech, KPag			
Temperature, deg C			
Density, kg/m3			
Molecular Weight			
Pressure drop from Absorber outlet to Chimney outlet, mmWC			

Signature
17/05/19