

NOTICE INVITING TENDER (NIT)

Ref. Enquiry No.: PE/PG/UPP/E-5825/2017
Dated: 12.01.2018

DUE DATE
22.01.2018
By 11:00 A.M.

Dear Sirs,

Subject: OPEN TENDER ENQUIRY OF "MS ROD FOR BELOW GROUND EARTHING" FOR 2X800MW TANGEDCO UPPUR TPS.

1. We are pleased to invite your offer in two parts strictly as per Clause-2.0 of instructions to bidders of GCC Rev.06 through E-procurement for the under mentioned item/equipment/system:

Manufacture, inspection and testing at manufacturer's works, proper packing and delivery to site of **MS ROD FOR BELOW GROUND EARTHING** as mentioned in different sections of this specification for **2X800MW TANGEDCO UPPUR TPS.**

Sl. NO.	ITEM DESCRIPTION.	Quantity	Delivery
1.0	MS ROD FOR BELOW GROUND EARTHING	As per BOQ & Technical Specification No. PE-TS-425-509-E002 Rev0	As per Clause No. 2.11 shown below

Note:

A. Please refer the Email of BHEL-PEM for the conditions applicable on the specific vendors against this tender enquiry.

B. Please note that you have to submit offers in two parts (Techno-Commercial Bid and Price Bid) separately ONLINE via e-Procurement System. Please send us an Acknowledgment for the receipt of Enquiry by mail or Letter. In case you are not making an offer against this enquiry, you are requested to send a regret e-mail/letter such that the same is received to us on or before the due date.

Your best quotation/offer for the above requirement, in line with our terms and conditions, should be **submitted online via e-procurement system (link- <https://bheleps.buyjunction.in>)**. 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. Part-I bids shall be opened at 03:00 PM** on the due date.

Important Note to be considered by all bidders:

The offers of the bidders who are on the banned list and 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 web site www.bhel.com

- 2. Terms and Conditions: - Please refer GCC Rev.06 and GST related corrigendum to GCC-06. which is available on <https://www.bhelpem.com/gcc.aspx>. You are requested to kindly download the same**

2.1 Bidders to note that following form the part of tender documents:

- General Conditions of Contract (GCC) Rev 06.
- Technical Specifications.
- Price format & Special Conditions of Contract (SCC) Rev.01.
- Technical PQR.
- NIT Conditions
- Any other document enclosed with NIT.

2.2 Bidders to note that offers shall be submitted strictly in accordance with the requirements of the above tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out clearly with their techno-commercial offer in the annexure-II of GCC Rev-06 only.

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Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per General Conditions of Contracts (GCC, Rev.06) including corrigenda, Special Conditions of Contract and Notice Inviting Tender (NIT)" in case of no deviations.

- 2.3 Any hidden conditions/deviations mentioned elsewhere in offer and standard pre-printed terms & conditions of the tenderers shall not be considered valid.
- 2.4 Unsolicited Fresh/Revised Price Bids shall not be entertained.
- 2.5 In case of joint bidding, Scope matrix should be clearly defined between foreign bidder and their Indian representative along with the offer.
- 2.6 If any bidder has mentioned the term Not Applicable / Not Require / Not Quoted in BHEL price format. Hence bidder to need to substantiate the same. If the same item will require in future for the system same will be supplied free of cost.
- 2.7 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.
- 2.8 Tenderers must enclose the Quality Plan in the prescribed format, for approval. Material will be despatched only after Purchaser's/Owner's inspection at the hold points specified in the approved Quality Plan and issue of Material Despatch Clearance Certificate (MDCC).
- 2.9 For all clarifications/ issues related to the tender, please contact:

Ms. Isha Rawat, Dy Mgr, PG-II M/s Bharat Heavy Electricals Limited, Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: isharawat@bhel.in Ph. No. 0120-4213577	Mr. GC Thakur, SR MGR/PG-II M/s Bharat Heavy Electricals Limited, Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: gcthakur@bhel.in Ph. No. 0120-4368519
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- 2.10 Late tenders will be rejected.
- 2.11 **Delivery Schedule:** Delivery completion schedule shall be 02 months from the date of placement of PO/LOA.
- 2.12 "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)

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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)."

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL".

Detailed guidelines of reverse auction 2016 are available in "information section" of www.bhelpem.com, the same is applicable for subject tender (link- <https://www.bhelpem.com/gcc.aspx>).

2.13 All vendors participating in an open tender shall be required to meet the PQ criteria irrespective of their being registered/ not registered with BHEL, failing which offer of such vendor(s) shall be rejected. Price bid (Part-II) opening/Reverse Auction is subject to the following: -

a) Techno-commercial qualification / recommendation of bidder by the BHEL-PEM

b) Approval of bidder by BHEL's Customer (i.e. M/s TANGEDCO). Same shall be taken up by us with customer based on the latest credentials/reference list (Preferably not older than 5 years) furnished by bidder. Accordingly, you are requested to submit the following on or before technical bid Part-1 opening or along with offer: -

- (i) Company Profile
- (ii) List of projects executed/ on hand for power sectors / Govt. organizations for the subject package.
- (iii) Performance Certificates for satisfactory working of the system /equipment's.
- (iv) Copies of major supply order executed by the vendor.

2.14 Evaluation will be done on overall L1 (Total cost to BHEL) basis. Evaluation shall be done excluding GST quoted by bidders.

2.15 In the event of any contradiction in the terms and conditions mentioned in the Special Conditions of the Contract (SCC) and those mentioned elsewhere, stipulations mentioned in the Special Conditions of the Contract shall prevail.

2.16 CIF is not available for this tender.

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- 2.17 Foreign and indigenous bidders participating through open tender will necessarily have to buy class III DSCs issued by the certifying authorities in India for future tenders. Basic procedure /checklist has been upload on www.bhel.com for participating in future tender enquires through e procurement.
- 2.18 MSE suppliers can avail the intended benefits only if they submit, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate applicable for the relevant financial year (latest audited). Documents should be notarized or attested by a Gazetted Officer. Bidder to also note that MSEs who submit registration certificate or register themselves after placement of PO shall also be given payment preference as per MSMED-Act 2006.
- 2.19 Indigenous bidders need to indicate the freight charges in percentage of total Ex-works in unpriced format.
- 2.20 All the tender documents shall automatically become a part of the Order/Contract after its finalization.
- 2.21 The bidder along with its associate/collaborators/sub vendor/subcontractors/sub vendors/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. BHEL Fraud prevention policy is also uploaded in vendor's section on www.bhelpem.com.
- 2.22 All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on website only. Bidders are requested to visit our websites from time to time to keep themselves updated.
- 2.23 Insurance (Ocean and Inland) is in BHEL's scope.
- 2.24 Commercial terms of NIT only to be considered and mentioned anywhere in technical specification in case contradicting to be ignored.
- 2.25 For guidelines of Foreign Suppliers & Indian agents of foreign suppliers: Please refer our website <https://www.bhelpem.com/gcc.aspx>;
- 2.26 As per Incoterms (CFR), risk transfers to buyer when the goods have been loaded on board the ship in the country of Export. Hence, shipped on board date mentioned on the clean Bill of Lading or Air way Bill, shall be treated as the date of Shipment/ Dispatch for all contractual purposes including calculation of LD.
- 2.27 Usance period (90 days) of the L/C shall start from the date of Bill of lading/Air Way Bill.
- 2.28 Bill of Lading shall be considered as equivalent document (refer clause 9.7.1 b) for recognition of despatch.
- 2.29 For claiming payment under clause 9.1.1, 9.2.1 and 9.3.1 Bill of lading shall be considered instead of receipted LR (refer clause 9.7.2 b).
- 2.30 Insurance for evaluation purposes shall be @ 0.1 % of quoted C&F price.
- 2.31 Online Registration Portal is operational in BHEL. Non-registered Vendors, who wish to apply for registration with BHEL-PEM, have to 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 has 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 has to be submitted.

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2.32 Delivery Port shall be Chennai, India.

2.33 PVC clause is not applicable for this package.

2.34 Bank Guarantee Submission clause shall not be applicable for subject tender.

2.35 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

2.36 Detailed offers are to be submitted including the following along with the Price schedule as per BHEL format enclosed with NIT:-

- Acceptance of GCC Rev-06 including GST related corrigenda
- Acceptance of Special Conditions of Contract (SCC Rev 01) for the project.
- Supporting Documents for Technical Pre-qualifying Requirement
- Technical & Commercial Deviations, if any in Annexure-II **(Mandatory to be filled & submitted along with techno-commercial offer)**.
- 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.

Note:-

1. In case you are not making an offer against this enquiry, you are requested to send a regret e-mail/letter such that the same is received to us on or before the due date.

2. All correspondences from BHEL-PEM before part – I opening shall also be the part of NIT.

Thanking you,

Yours faithfully,
For and on behalf of BHEL



Dy Manager / Project Group-II
(Isha Rawat)

Enclosures:

- BOQ cum Price Format (for Indian and Foreign Bidders)- Annexure-1
- Technical Specifications no. PE-TS-425-509-E002 Rev0
- Technical PQR
- Annexure-II of GCC Rev06 **(Mandatory to be filled & submitted along with techno-commercial offer)**
- SCC Rev0



2 X 800 MW UPPUR TPS

VOLUME – II

**TECHNICAL SPECIFICATION
FOR
MS ROD FOR BELOW GROUND EARTHING**

SPECIFICATION NO. : PE-TS-425-509-E002 REV. - 0



**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR
PROJECT ENGINEERING MANAGEMENT
NOIDA – 201301**



**TECHNICAL SPECIFICATION FOR
MS ROD FOR BELOW GROUND EARTHING**

2 X 800 MW UPPUR TPS

SPECIFICATION NO.
PE-TS-425-509-E002

REV NO. : **0** DATE : 27.12.2017

SHEET : 2 OF 4

STANDARD TECHNICAL REQUIREMENTS



TECHNICAL SPECIFICATION FOR
MS ROD FOR BELOW GROUND EARTHING

2 X 800 MW UPPUR TPS

SPECIFICATION NO.

PE-TS-425-509-E002

REV NO. : 0 DATE : 27.12.2017

SHEET : 3 OF 4

1.0 INTENT OF THE SPECIFICATION

1.1 This specification covers the design, manufacture, inspection & testing, packing at manufacturer's works and delivery to site of **MS ROD FOR BELOW GROUND EARTHING**.

1.2 The intent of specification is not to specify all details of design & construction of material. The material shall, however, conform in all aspects to high standard of design, engineering and workmanship and be capable of performing in continuous operation upto & after bidder's guarantee period in manner acceptable to purchaser who will interpret the drawings & specification and shall have power to reject any work or material which in his judgement is not in full accordance with this specification.

2.0 CODES & STANDARDS

2.1 The material shall comply with all currently applicable safety codes and statutory regulations of India as well as of the locality where the material is to be installed.

2.2 Applicable Standards:-

- a) **IS 2062, Grade E250 Sub-quality A:** Hot Rolled Low, Medium and High Tensile Structural Steel.
- b) **ASTM A 510M Grade SAE 1010/1018/1020:** Standard Specification for general requirements of wire rods and coarse round wire, carbon steel.
- c) **IS 1875, Designation 15C8:** Carbon Steel Billets, Blooms, Slabs and bars for forging – Specification.

3.0 TECHNICAL REQUIREMENTS

3.1 Straight lengths of MS rods of standard diameter of **40 mm in minimum length of 9 m** shall be supplied.

3.2 All finished MS rods for Below Ground Earthing shall be free from sharp edges, corners, burs & unevenness.

3.3 Bidder to supply order quantity indicated in the Technical Specification. Overall tolerance on total dispatched quantity shall be restricted to $\pm 3\%$ in line with IS 2062.

4.0 QUALITY / INSPECTION

4.1 The supplier shall perform all tests necessary to ensure that the material and workmanship conform to the relevant standards and comply with the requirements of this specification.

4.2 The tests shall be in accordance with relevant Indian/American standards. The extent of the tests to be performed by the supplier shall include but not be limited to the following: -

a) Routine Tests:

(i) Tests for Chemical Composition

(ii) Test for Mechanical Properties.

Necessary Test Certificates shall be submitted to BHEL for review before actual dispatch of material.

5.0 PACKING

The material shall be packed to ensure protection against damage during transit, storage for prolonged periods and handling.



**TECHNICAL SPECIFICATION FOR
MS ROD FOR BELOW GROUND EARTHING**

2 X 800 MW UPPUR TPS

SPECIFICATION NO.

PE-TS-425-509-E002

VOLUME NO. : II

SECTION -

REV NO. : 0 DATE : 27.12.2017

SHEET : 4 OF 4

BOQ FOR BELOW GROUND EARTHING (MS ROD)

S.NO.	ITEM DESCRIPTION	UNIT	ORDER QUANTITY
1.	40 mm dia. MS ROD	MT	235

BHEL-PEM / PG-II-1, NOIDA

SPECIAL CONDITIONS OF CONTRACT (SCC) Rev.00

2X800 MW TANGEDCO UPPUR TPP BTG (Job No. 425)

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD (TANGEDCO)

These Conditions shall be read and construed along with General Conditions of Contract (GCC) rev.06 & GST related Corrigendum to GCC rev.06, to be enclosed along with the tender enquiry. In case of any conflict or inconsistency, the conditions given in SCC shall prevail over the GCC and its corrigendum.

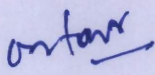
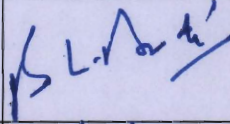
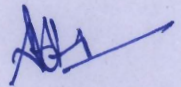
Sl. No.	Title	Description
1.	Project Name	2 X 800 MW TANGEDCO UPPUR TPP BTG
2.	Nature of project & Type of Bidding	Non-Mega & ICB (International Competitive Bidding)
3.	Customer Order Ref. No.	LOA ref. no. CE/Proj/SE/E/T&H(P)/E9/A1/F.Uppur-BTG/D.29/16 Dt. 27.02.2016 & LOI for Supply ref. no. Lr. No. CE/Proj/SE/E/T&H(P)/E9/A1/F.Uppur STPP BTG/D.250/17 Dt. 31.08.2017
4.	BHEL's Customer	Tamil Nadu Generation & Distribution Corporation Limited (TANGEDCO) Uppur, District - Ramanathapuram, Tamil Nadu
5.	Customer Consultants	M/s Tractebel Engineering Pvt. Ltd
6.	Customer (TANGEDCO) GSTIN	33AADCT4784E1ZC
7.	Mode of Dispatch	Air, Road, Rail & Sea Transportation. For indigenous supplies: By Rail/Road on door delivery and freight pre-paid basis. For imported supplies: On C&F basis. Transit Insurance will be in BHEL scope.
8.	Location of Plant	Major Road distance of Project site from Ramanathapuram and Madurai is 28 Km & 140 Km respectively. Nearest Road – East Coast Road connecting Ramanathapuram and Pattukottai Nearest Railway station - Thiruppalaikudi (3 km from site) Nearest Airport – Madurai (140 km from site) Nearest Sea Port – Tuticorin (130 km from site) Nearest City – Madurai (140 km from site)
9.	Road Permit /E-waybill	Road Permit/E-way bill, if required, will be arranged by Supplier.
10.	BHEL Site Office Address	BHEL Site Office, 2 X 800 MW Uppur Supercritical Thermal Power Project Uppur, District - Ramanathapuram, TAMIL NADU– 623 525 Contact : Sh. R Anbarasu, AGM, Email : anbuci@bhelpssr.co.in , Mob. 9442520034
11.	Delivery Address (Ship To)	2 X 800 MW Uppur Supercritical Thermal Power Project Tamil Nadu Generation & Distribution Corporation Limited Uppur, District - Ramanathapuram, TAMIL NADU– 623 525
12.	Consignee Address (Bill To)	BHEL, Power Sector-Project Engineering Management Power Project Engineering Institute Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301

13.	BHEL GSTIN Details	BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC BHEL-PSSR is registered in the State of Tamil Nadu with GSTIN 33AAACB4146P2ZL
14.	Transit Insurance	In BHEL Scope. For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office: (i) Policy No. (ii) Consignee Name. (iii) Consignment Details (items with their weights and value (in INR). (iv) Project Name and P.O. No. (v) LR No. and date, Dispatch origin and destination details, Invoice No. Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in Purchase Order.
15.	Dispatch intimation	Yes in writing, Not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to: BHEL Site office (As mentioned in Sl. No.10) BHEL PEM Noida (As mentioned in NIT) At the point of dispatch, vendor must furnish docs required as given below through Email / Fax ; i. Vendor's invoice ii. LR / RR / GR / Courier Receipt iii. Packing List/ Challan indicating the items dispatched (with their weights) iv. Insurance intimation letter informing the underwriters about the dispatches v. MDCC (of BHEL / TANGEDCO) as applicable vi. Photograph of packing / boxes showing dispatch marking as per Sl. No. 18
16.	Document required for Vendor's payment	For claiming the payment against dispatch, MRC & Freight, documents as mentioned in GCC & its corrigendum shall be submitted by vendor to BHEL. Original money receipt must be submitted for Freight payment. Packing List must comply to Clause No. 19.3 of General Commercial Terms & Conditions of GCC rev.06. Description of items in packing list shall be as per PO such that proper correlation between PO & packing list must be furnished. Soft copy of documents for claiming payment shall be submitted by vendor as advance copy. For materials originating from non-Indian Territory Three (3) original and Three (3) copies of clean bill of lading or One (1) clean original Airway Bill & Three (3) copies, in case of air freight. One (1) original and Three (3) copies of signed Invoices One (1) original and Three (3) copies of Packing List (clearly showing number of packages, gross weight and net weight). Three (3) copies of certificate of country of origin. Copy of MDCC from BHEL / TANGEDCO (as applicable) Three (3) copies of inspection certificate, if any, issued by the customer/his authorised representative. Three (3) of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment.

		Three (3) 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. Shipping Specification – One (1) copy. Quality Certificate – One (1) copy. Approved Test Certificates, if any. - Three (3) copies. Guarantee Certificate – One (1) Original + One (1) copy. Inspection Reports – One (1) Original + One (1) copy. PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.
17.	Buyer and Paying Authority	1. Buyer and Paying Authority shall be BHEL-PEM, NOIDA for the packages of which PO is placed by BHEL-PEM. 2. Buyer and Paying Authority shall be BHEL-PSSR for the packages of which LOA is issued by BHEL-PEM and PO is placed by BHEL-PSSR.
18.	Packing, Identification & Markings for Dispatch	Each box/ Drum shall be marked with Capital Letters indicating any one of the following: Main Supply / Mandatory Spares / Commissioning spares / Tools & Tackles Supplies under each of these headings shall be packed separately. Each package / Drum delivered under the Contract shall be marked by vendor as per details listed below and such markings must be distinct and in English language (all previous irrelevant markings being carefully obliterated) for purpose of identification. Each and every box (package) shall be marked with the following: - Name & address of the Consignee Name of Project Name of BHEL Unit placing the order Package Name, Vendor Name, LR No. and PO No. & Date. Packing No.: (e.g. 1/10, 2/10, 3/10 when there are 10 packages for one consignment) Packing Mark: Symbols indicating "TOP" and other special markings like "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE" etc. Following documents must be put inside the box: 01 copy of respective standard manufacturer's erection instruction / O&M manual shall be kept for immediate reference by BHEL site. 01 damage proof copy of Packing List/Challan indicating the items dispatched (with their weights) <u>Above instructions are to be read in conjunction with Clause No. 19 of General Commercial Terms & Conditions of GCC rev.06 and those specified in NIT.</u> Notwithstanding anything stated in this clause, Vendor shall be entirely responsible for loss, damage or deterioration of the material due to faulty and insecure packing. Note : Each of the items under mandatory spares shall be tagged with part no. and PO item ref no./BBU ref no.
19.	Demurrage charges	Demurrage charges shall be paid by supplier / vendor to the transporter. No claim shall be entertained by BHEL in this regard.
20.	Unloading at site	For Supply packages : By BHEL site office For Turnkey packages (i.e. Supply and E&C) : By vendors
21.	Storage at site	For Supply packages : By BHEL site office For Turnkey packages (i.e. Supply and E&C) : By vendors

22.	Movement of material within Site	For Supply packages : By BHEL site office For Turnkey packages (i.e. Supply and E&C) : By vendors
23.	Concessional custom duty against Essentiality Certificate (EC)	Essentiality Certificate (EC) issued by TANGEDCO shall be passed on to vendor through BHEL (Limited to CIF content indicated in tender/order) for availing Concessional Custom Duty as applicable for imported contents under Project Import regulations. Vendors shall indicate the list of imported items, quantity, CIF value (in Rupee and Foreign currency) and country of origin or country supplying raw material in price bid which will be referred to TANGEDCO for issuing EC. Request for additional Item / additional CIF other than that submitted with original tender shall not be entertained by BHEL during contract execution stage. In case of underutilized / unutilized EC, vendor shall provide the necessary documents to revise the EC. Please refer Package specific NIT for CIF detail. Vendors shall be solely responsible for arranging the foreign exchange release for any material, component & Bought out items that may be required to be imported and no foreign exchange will be paid or arranged by BHEL. Any increase or decrease in exchange rate shall be borne by vendor. Vendor shall consider the Concessional Custom Duty as a part of quoted Ex-works price. Vendor shall provide all necessary documents required to allow BHEL to obtain any Tax benefits / closure of bonds that the BHEL is eligible for under applicable laws existing as the effective date or that come into force thereafter. Vendor shall minimize its liability for seller taxes under applicable laws to the extent legally permissible and pass on the benefit of any savings on account of such reduction to BHEL. Vendor shall inform BHEL and provide the necessary documents to obtain required certificates from BHEL to avail exemption. Obtaining custom duty benefit in line with the Essentiality Certificate issued shall be in vendor's scope.
24.	Material Receipt Certificate	As per Clause 21.0 of General Commercial Terms & Conditions of GCC Rev.06
25.	Taxes & Duties (For Domestic Vendor)	As per General Conditions of Contract (GCC) rev.06 & GST related Corrigendum to GCC rev.06
26.	Taxes & Duties (For Orders of Supply packages directly to Foreign Vendor)	In case of foreign vendors, Quoted prices & Dispatches shall be on C & F (Port-Chennai) basis and the Taxes & duties in the country of dispatch shall be borne by Foreign vendor. All the Taxes & duties and other charges applicable in India shall be borne by BHEL-PEM for the direct order placed by PEM to the foreign bidder.
27.	Inspection Agency	BHEL/BHEL approved 3 rd party inspection agency and/or TANGEDCO/TANGEDCO approved 3 rd party inspection agency
28.	Inspection procedure	<u>For Domestic supplies</u> Vendor shall raise inspection call at least 15 business days in advance on BHEL CQS website to applicable inspection agency (as mentioned in PO/LOI or to be informed later) and submit copy of inspection call to BHEL-PEM for arranging customer participation in inspection/Joint inspection on the proposed date, as applicable. MDCC shall be issued on the basis of clear inspection report (CQIR). <u>For Foreign supplies</u> In case of Foreign supplies, if TANGEDCO/ TANGEDCO approved 3rd party inspection agency does not participate in the inspection, test certificates & inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by PEM and then, sent to TANGEDCO for clearance. The dispatch clearance (MDCC) by TANGEDCO/BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates.
29.	Construction power, Water and Storage Space for Turnkey Packages	Construction Water & Construction Power shall be 'Free of cost' at one point at site and further distributed by the vendor. Storage space will be provided 'Free of cost' for storing material, however contractor has to arrange his own labor colony.

30.	Submission of Final Drgs/Docs alongwith O&M Manual, Type Test Certificates (if any)	As per GCC Rev.06/Technical Specification/Kick-off meeting
31.	Monthly Progress Report	Vendor to provide monthly progress report each month after placement of PO, till supply of material. Monthly progress report of vendor shall include raw material status, BOI status, manufacturing, engineering progress including status of major drawings/docs, inspection & latest dispatch plan. Vendor may use their format to provide required information, however format(if any) issued by Purchaser after placement of PO shall be obligatory to vendor.

	Prepared by	Checked by	Reviewed by	Approved by
Name	JITESH KUMAR	RAJEEV LALWANI	B L BEDI	S BHATTACHARJEE
Designation	Sr. Engineer	Manager	SDGM	AGM & DH
Department	PG-II	PG-II	PG-II	PG-II
Signature				
Date	25.09.2017		25/9/17	25/9/2017



ANNEXURE-1 TO TENDER ENQUIRY No. PE/PG/UPP/E-5825/2017 Dtd. 12.01.2018

PROJECT : 2 X 800 MW TANGEDCO UPPUR TPS

BOQ CUM PRICE FORMAT : MS ROD FOR BELOW GROUND EARTHING MATERIAL

S. No.	ITEM CODE	HSN CODE	ITEM DESCRIPTION	FOR INDIAN BIDDER						FOR FOREIGN BIDDER	
				Total Quantity (MT)	UNIT EX - WORKS PRICE (Rs)	TOTAL EX - WORKS PRICE (Rs)	FREIGHT @.....% of EX WORKS	GST @.....% on TOTAL EXW + FREIGHT	TOTAL F.O.R. PRICE	UNIT C&F Price (Currency)	Total C&F Price (Currency)
					1	2	3	4=GST rate X (2+3)	5=2+3+4		
1	509-12004-A	7214	MS ROD 40MM DIA	235							

NOTES:-

- Bidder to note that total price indicated above shall be considered complete in all respect for the full scope defined and considering all terms and conditions agreed.
- The unit price quoted by bidder shall be binding for quantity variation which is at discretion of purchaser.
- For any clarification please refer Technical Specification No-PE-TS-425-509-E002
- Vendor to follow HSN Code mentioned above for each item of BOQ.
- The purchaser is registered in the State of Uttar Pradesh (UP) vide following registration number: 09AAACB4146P2ZC. Seller/contractor is required to mention the above registration number in their tax: invoice unless stated otherwise in SCC
- CGST/ SGST/ UGST/ IGST shall be paid at actuals against documentary evidence but restricted to the amount and percentage in the order/contract.
- In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax Invoice or expiry to time line prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL.
- All taxes and duties other than CGST/SGST/UGST/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 Purchaser.
- The vendors shall arrange for necessary e-way bill as and when required by law.

Jshafameh

ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWAL)**PROJECT:-****PACKAGE:-****TENDER ENQUIRY REFERENCE:-****NAME OF VENDOR:-**

SL NO	VOULME/ 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 self manufactured items of bidder, 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. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 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.