



Ref. Enquiry No.: PE/PG/RTC/E-6175/2019

Dated: 12.04.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
23.04.2019
BY 14:00PM

SUBJECT: TENDER ENQUIRY FOR RATE CONTRACT OF AIR TRAPS (CCS MATERIAL & CAPACITY 1000KG/HRS) AS PER TECHNICAL SPECIFICATION NO. PE-TS-020-555-M011

OUR REF: TENDER ENQUIRY NO: PE/PG/RTC/E-6175/2019, DTD-12.04.2019

Dear Sir/ Ma'am,

We are pleased to invite your offer for subject package in two parts strictly as per Clause-2.0 of the enclosed "Instructions to Bidders". Please upload your best quotation/ offer on <https://bhel.abcpurchase.com> for the requirement strictly as per schedule of price format before above mentioned due date & time. The details of the tender enquiry are as mentioned below:

Sl. No	Description for which Rate Contract is desired	Tentative Quantity	Delivery required
1	Air Traps CCS Materials & Capacity 1000Kg/Hr) - Refer Technical specification no. PE-TS-020-555-M011 for detailed description.	As per BOQ cum price schedules in Annexure-I	"Four (04) months from drgs. /docs. approval in CAT-I issued by BHEL. Successful bidder to make 1st submission of drawing/docs within two weeks from the date of P.O. as per clause no-13 of Technical Specification-PE-TS-020-555-M011. Vendor to re-submit documents within 7 days, taking care of all the comments of BHEL. In case there are delays in drawing/docs submission and resubmission, that much delay would be reduced from delivery period."

Your best quotation/offer for the above requirement, in line with our terms and conditions, should be submitted online via e-procurement system. It shall be the responsibility of the bidder to ensure that the Tender is submitted on or before the due date by 2 p.m. Part-I bids shall be opened at 3 p.m. 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 Supplies offered for NIT BOQ shall disqualify the bidder's offer.
2. Credentials as per Technical PQR, Techno Commercial Bids and Price Bids should be submitted separately in separate envelopes.

12/4/19

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POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

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TERMS AND CONDITIONS: - Please refer GCC Rev-06 which is available on www.bhelpem.com. You are requested to kindly download the same.

- Rate contracts for 100 percent value on L1 bidder is proposed for two years from placement of Rate Contract PO with a provision for further extension after review on mutual consent.
- Please note that item consists of Ball Float Air Trap Assembly along with external Y-type Strainer assembly. Bidders require to quote single price for the item for given BOQ. % breakup of Air Trap & corresponding strainer assembly mentioned in price format and same will be used to derive separate unit price of Air Trap and Y type strainer. All bidders to note that the same %age allocation should be bidding for bidders for any addition or deletion of item. Bidders to note that any prices quoted not in line with price format or %age allocation shall not be taken into cognizance and BHEL may consider the Total Ex Works price quoted and rest unit prices will be derived as per the %age allocation as per price schedule.
- Evaluation will be done on overall L1 basis with necessary loading as applicable. GST shall not be considered in evaluation. Incomplete offer or offer for part of NIT BOM/BOQ shall be summarily rejected.
- Bidders to note following points: -
 - Evaluation is proposed on Ex Works + Freight basis.
 - Bidders also requires to mention % of GST applicable
 - Bidder to give % of freight charges considering anywhere in India in the freight column
 - All bidders to note that if any vendor will quote freight as Nil/Included, their ex works price will be deloaded with 3.82775% to calculate freight portion and accordingly evaluation will be done.**
 - For better clarity to the bidders where value is to be filled is noted as "to be quoted" and for other columns it will be noted as "derived" which denotes shall be derived by BHEL as per allocation fixed against each item.
 - Applicable HSN Code is 8481, same is mentioned in Price Formats.
 - Incomplete offer shall be summarily rejected.
 - Pre-Qualifying Requirements (PQR): All the bidders (registered/ non-registered) will be asked to submit documents fulfilling PQR requirements along with the bid & their further evaluation shall be done accordingly.
 - Bidders to note that their bid shall be conditional subject to qualify PQR by registered vendors & non-registered vendors have to qualify PQR & get registered with PEM for the package.
 - Additional overhead charges shall be 5% instead of 30% as mentioned in clause no 26.2 of GCC Rev 06
 - Quantity variation shall be +10%. Project list is indicative only, BHEL may ask for delivery anywhere in India for any of the project added in the prospective project/ existing projects during RC period.
 - CIF allocation is not applicable for this tender. Bidder to quote accordingly.
 - Bidders to note Model Conciliation Clause under BHEL Conciliation Scheme, 2018 as per Annexure VI
 - Following shall be made part of NIT regarding preference to "Make in India" circular from Corporate office (Page-42)-

"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/ PO/WO against the NIT. In the event of any Nodal

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Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable"

Vendors are requested to go through the above mentioned orders and confirm the following-

The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content as per above mentioned orders and shall give details of the location(s) at which the local value addition is made.

5. Evaluation will be done on item wise L1 (Ex Works + Freight) basis (excluding GST) with necessary loading/COW as applicable.

TERMS AND CONDITIONS

- Procurement of the subject package shall be done through e-procurement
- Enquiry No., due date etc. must be legibly super scribed on the offers as per clause no. 2.0 of "Instructions to Bidders".
- Offers should be uploaded in two parts online at <https://bheleps.buyjunction.in> as follows:
 - Part-I Bid: - Documents and Credential as per Technical PQR and Techno-Commercial offer (along with un-priced copy of un-priced bid and un-priced schedule of Technical-Commercial Deviation, Annexure I & II)
 - Part II Bid: - Price Bid and Priced schedule of Technical-Commercial Deviation
- Terms and conditions: -
 - Part I bid will be opened on date & time mentioned in the NIT or subsequent corrigenda/amendments, if any.
 - Techno-commercial offer of only those bidders shall be evaluated who will meet the Technical pre-qualifying requirement of the tender.
- Bidders shall submit their offers meeting the requirements of the following tender documents and other Terms and Conditions included in this Enquiry Letter:
 - ANNEXURE-I of GCC Rev. 06: Letter to be furnished by the Bidders.
 - DEFINITION OF TERMS.
 - Volume-I: Comprising i) Part-A: Instructions to Bidders, ii) Part-B: General Commercial Terms & Conditions and iii) Special Conditions of Contract, if applicable.
 - Volume-II: Comprising i) Part-A: General Technical Conditions and, ii) Part-B: Technical Specification.
 - Volume-III: Schedules and Data Sheets.All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.
- Vendors shall quote in accordance with the requirements mentioned in the 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 to GCC Rev 06 of "DEVIATION SHEET (COST OF WITHDRAWAL)" along with reasons for taking such deviations

Bidder to note all the points mentioned in "Notes" of Annexure-II to GCC Rev 06

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7. **Please note the following:**
- a. Price format is enclosed for compliance.
 - b. SCC enclosed for compliance.
- GCC enclosed for compliance. GCC Rev-06 is available on www.bhelpem.com. You are requested to kindly download the same. GST related corrigenda to GCC Rev.06 is enclosed. Bidders are requested for furnishing compliance of these documents.**
8. Tenders shall be submitted strictly in accordance with the requirements of the above tender documents.
9. Standard pre-printed terms & conditions of the tenderers shall not be considered valid.
10. Validity of offer shall be as per **Clause No. 7.0, "Instructions to Bidders" of GCC Rev 06.**
11. Unsolicited fresh/revised Price Bids shall not be entertained.
12. 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.
13. Late tenders will be rejected.
14. Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Mr. I P SINGH, DGM, CMM M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 Kind Attn: I P SINGH/ CMM E-MAIL: indra.pal.singh@bhel.in Ph. No. 0120-4218749 ,09818989654	Mr. SUMEET SAHAY, DY MGR, CMM M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 Kind Attn: SUMEET SAHAY/ CMM E-MAIL: sumeetsahay@bhel.in Ph. No. 0120-4213532 ,09999498202
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15. Definition of Terms is also enclosed. These definitions will apply to all the tender documents including this Enquiry Letter.
16. **Delivery:**

"Four (04) months from drgs. /docs. approval in CAT-I issued by BHEL. Successful bidder to make 1st submission of drawing/docs within two weeks from the date of P.O. as per clause no-13 of Technical Specification-PE-TS-020-555-M011. Vendor to re-submit documents within 7 days, taking care of all the comments of BHEL. In case there are delays in drawing/docs submission and resubmission, that much delay would be reduced from delivery period."

17. **PRE-QUALIFICATION REQUIREMENT: -**
Bidders is requested to fill up the details in "TECHNICAL PRE-QUALIFYING REQUIREMENT" as per the conditions mentioned in the PQR and also to submit the credentials.
Bids of only those bidders shall be evaluated who meet the Technical pre-qualifying requirements (if applicable).

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18. Bidders to note that their bid shall be conditional subject to qualify PQR by registered vendors & non-registered vendors have to qualify PQR & get registered with PEM for the package.
For registration in PEM "Bidders needs to apply & get registered for subject package with PEM before P-2 (price bid opening) & hence you need to apply online for registration on PEM web portal & have to enclose acknowledgement with this effect with the bid documents else your bid will not be considered for evaluation"
19. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS AS PER GCC (06), SCC AND NIT". In case of deviations, bidder to clearly mention the same with their techno-commercial offer.
20. All the above Tender Documents shall automatically become a part of the Order/Contract after its finalization.
21. The offers of the bidders who are on the banned list as also the offer 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.
22. "The Bidder along with its associate/ collaborators/ sub-contractors/ 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.
23. Bidders are requested to visit constantly our website to update them self for any technical or commercial change in the NIT.
24. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL websites only (www.bhelpem.com., www.bhel.com & <https://bhel.abcprocure.com> 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.**
25. Bidders to submit their offers strictly in line with the enclosed price format.
26. Inspection shall be done by BHEL/ END CUSTOMER/Third party Agency (finalized by BHEL).
27. Any other taxes & duties applicable on the date of bid but not quoted by the bidders shall be to bidder account.
28. Delivery terms for dispatches shall be FOR Dispatch Station.
29. This enquiry is subject to Conditions/ limits if any imposed in PMD / Vendor registration.
30. Foreign & indigenous bidders participating through open/limited tender will necessarily have to but class III DSCs issued by the certifying authorities in India. Basic procedure/ checklist is uploaded on www.bhel.com.
31. Non-registered bidder to submit the credentials required for Registration in BHEL PEM: -
"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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32. Purchaser reserves the right to split up the scope of the tender enquiry and place the orders for different scope/ items with different bidders and also increase or decrease the quantity.
33. In case of RA, revised RA guidelines AA:SSP:RA:03 issued on 26.09.2016 (uploaded on http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf) shall be applicable.
34. 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).

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, same are applicable for subject tender.

IMPORTANT INSTRUCTION TO BIDDERS IN CASE OF REVERSE AUCTION

"The Bidders has to quote the Single Price (i.e. Total Cost to BHEL) in Reverse Auction. Price are to be inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, Freight as applicable, GST, including loading (if any). De-loading (if any) shall be done in line with NIT terms.

Various Conditions, arrived after Reverse Auction, shall be treated as follows:

Case-I (Taxes & duties and freight are identical in Reverse Auction & Conventional Price Bid)

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Resolution: - Ordering shall be done on lower of the two bids (RA closing price & Conventional Price Bid). After successful completion of reverse auction L1 bidder shall be asked to submit break up in line with taxes & duties, freight quoted in their Conventional Price Bid.

Note: - Applicable taxes & duties shall be determined as per location of works of bidder".
Kindly consider the same while quoting the tender.

35. If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in BHEL price format. The bidder needs to substantiate the same. If the same item will be required in future for the system same will be supplied free of cost.
36. Foreign Suppliers & Indian agents of foreign suppliers: Please refer our website <http://www.bhelpem.com/Tenders.aspx> for details.
37. L1 bidder will have to submit Bank Guarantee for each POs (irrespective of value) which will be placed under the Rate Contract finalised through this tender considering RC as original contract as per format mentioned in Annexure V to NIT instead of format mentioned in GCC Rev 06
38. All other terms and conditions shall be as per GCC Rev 06 and Special Conditions of Rate Contract as per attached Annexure-II. In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be NIT and Annexures/Technical Specification/ corrigenda related to GCC Rev.06/ Rate contract SCC / GCC Rev. 06

Note: Tenderer must submit UN-PRICED Price format duly filled mentioning the word "QUOTED" in place of actual price given in sealed price bid.

Thanking you,
Yours faithfully,
For and on behalf of BHEL

[Signature]
12/4/19

(Signature of official with Name & Designation)

सुमीत सहाय / SUMIT SAHAY
उप प्रबंधक (सी. एम. एम.) / Sr. Engr. (CMM)
भारत भारी इलेक्ट्रिकल्स लि. / Bharat Heavy Electricals Ltd.
पावर प्रोजेक्ट इंजीनियरिंग संस्थान / Power Project Engineering Institute
एन.ए.ए.सी. कॉम्प्लेक्स / N.E.P.S.I. Complex,
प्लॉट नं. 25, सेक्टर - 16, नोडा - 201301
Plot No 25, Sec 16 A, Noida - 201301

Enclosure:

1. Enquiry Terms & Conditions
2. Price Format (Prices should be quoted in this format only) – Annexure I
3. Techno-Commercial Deviation Sheet (Annexure-II to GCC Rev 06) – Annexure II
4. BOQ & Technical Specifications
5. Technical PQR
6. SCC – ANNEXURE III
7. Prospective Project List – Annexure IV
8. Corrigenda to GCC Rev 06
9. Annexure V - BG Format
10. Annexure VI - Model Conciliation Clause under BHEL Conciliation Scheme, 2018

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ANNEXURE-I TO NIT REF NO-PE/PG/RTC/E-6175/2019, DTD-12.04.2019

RATE CONTRACT

PRICE SCHEDULE FOR AIR TRAPS (CCS MATERIAL & CAPACITY 1000KG/HRS)

NAME OF VENDOR:-

SL. NO.	DESCRIPTION	Connecting Pipe Size (OD X Thick)	Body Matl.	Working Press. (kg/sq.cm)	Working Temp. (deg. C)	Condensate discharge capacity (Kg/Hr)	End Connection	INTERNAL S	Quantity MAINS (Nos.)	% Break up of ex works price of Trap/strainer	UNIT EX- WORKS PRICE (DULY PACKED) (INR)	TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	FREIGHT CHARGES % OF TOTAL EX WORKS (INR)	GST @ % OF TOTAL EX WORKS + FREIGHT (INR)	TOTAL F.O.R SITE PRICE (INR)	TOTAL F.O.R SITE PRICE (INR) IN WORDS	Type of GST ICGST/CGST/UTGST/SGST	HSN Code
1	2	3	4	5	6	7	8	9	9	10	11	13	14	15	16	17	18	19
A	BALL FLOAT AIR TRAP (WITHOUT STRAINER) COMPLETE ASSLY.	34.2 X 4	CCS	8.5	50	1000	Screwed as per IS:554	AISI-304	300	78	TO BE QUOTED	TO BE QUOTED	% TO BE QUOTED	% TO BE QUOTED	TO BE QUOTED	TO BE QUOTED	TO BE QUOTED	8481
	EXTERNAL 'Y' TYPE STRAINER COMPLETE ASSLY.								300	22	TO BE QUOTED	TO BE QUOTED	% TO BE QUOTED	% TO BE QUOTED	TO BE QUOTED	TO BE QUOTED	TO BE QUOTED	8481
B	TOTAL											Rs. X						
Rs. X In figure & words																		

NOTE :-

- Ball float air traps without strainers are used with external 'Y' type strainers. In this case traps and external 'Y' type strainers will be considered as single unit for ordering. Offers will only be considered when both the items are quoted.
- For detailed material of construction refer page 2 of 2, of this DataSheet-A.
- Bidder to indicate trap & strainer size, MOC offered in the compliance sheet and the same shall be binding to bidder.
- Strainer Inlet & trap outlet shall be matched with connecting pipe size by bidder. Strainer outlet and trap inlet shall be matched by bidder through expander/reducer, if required. Bidder to consider all reducer/expander as required, in their scope.
- Bidder to specify flow handling capacity & working pressure for trap and strainer.
- CCS: Cast Carbon Steel
- (H) Project wise applicability of 304/316 internals and 20-40 mesh will be informed during project specific ordering.
- Rate contract shall be decided on the basis of Total Ex works price and Freight charges. GST will not be considered in evaluation. Also note that Air Trap assembly and corresponding strainer assembly shall be treated as single item.
- The unit price quoted by bidder shall be binding for quantity variation which is $\pm 10\%$ for this tender.
- Prices shall remain firm during contract execution.
- For any clarification please refer Technical Specification No-PE-TS-020-555-M011
- Price of all accessories, commissioning spares, special Tools & tackle and other accessories not listed above shall be included in the price of Air Traps & shall be supplied with the Air Traps.
- In case of spares, any item indicated as "Not Applicable" by bidder but actually found applicable for Air Traps, shall be supplied by bidder at cost based on cost percentage break-up for spares furnished along with NIT.
- Please note that item consists of Ball Float Air Trap Assembly along with external 'Y'-type Strainer assembly. Bidders require to quote single price for the item for given BOQ. % Breakup of Air Trap & corresponding strainer assembly mentioned in price format and same will be used to derive separate unit price of Air Trap and 'Y' type strainer. All bidders to note that the same %age allocation should be bidding for any addition or deletion of item. Bidders to note that any prices quoted not inline with price format or %age allocation shall not be taken into cognizance and BHEL may consider the Total Ex Works price quoted and rest unit prices will be derived as per the %age allocation as per price schedule.
- If any bidder will quote freight as Nil/included, their ex works price will be devalued with 3.8275% to calculate freight portion and accordingly evaluation will be done.


12/11/19
J. K. SAHAYA
General Manager
BHEL
16 N. Nov.



PACKAGE:--RATE CONTRACT - AIR TRAPS (CCS MATERIAL & CAPACITY 1000KG/HRS)

TENDER ENQUIRY REF NO-PE/PG/RTC/E-6175/2019, DTD-12.04.2019

NAME OF VENDOR:-

COMMERCIAL DEVIATIONS

PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE

NOTES:

- | | |
|-----|---|
| 1. | 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. |
| 2. | For directly dispatchable items, cost of withdrawal of deviation will be applicable on the basic price including taxes, duties & freight. |
| 3. | All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format. |
| 4. | Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of. |
| 5. | 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 |
| 6. | Bidder shall furnish price copy of above format along with price bid. |
| 7. | The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser. |
| 8. | Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered |
| 9. | 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. |
| 10. | Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted. |
| 11. | 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. |
| 12. | 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. |
| 13. | In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive. |
| 14. | In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering. |

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Power : 200 W
गतिशीलता : २०० वाट
प्रेरक : PPE १०

SA. १५A (CMM)
Heavy Electricals Ltd.
गिरीश्वरी ट्रांस
Leasing Management

ANNEXURE- III TO NIT REF NO – PE/PG/RTC/E-6175/2019, DTD-12.04.2019

SPECIAL CONDITION OF RATE CONTRACT FOR AIR TRAPS (CCS MATERIALS & CAPACITY 1000/Hrs)

1. BHEL/PEM intends to enter into Rate Contract for the tendered various type/sizes initially for a period of two years. The Rate Contract shall come into force from the date of issue of Purchase order for Rate Contract. Validity for ordering shall be two years from the purchase order for Rate Contract.
2. Transit Insurance is in BHEL scope
3. The items will be required against respective projects. Exact quantities and Project information shall be intimated while placing order for a specific project based on the Rate Contract.
4. Tentative list of projects covered under this RC is enclosed in Annexure III. However, BHEL may ask for delivery to any other project. Vendor to quote freight charges as percentage (%) of ex-works price for destination anywhere in India.
5. The prices shall remain firm during the period of two years with a provision for further extension after review on mutual consent.
6. Inspection of materials shall be carried out by BHEL/CQA and or by Customer or by an authorized agency at manufacture's works before dispatch, if required. Dispatch of material to be done, only after receipt of BHEL/Customer MDCC. It is responsibility of vendor to for obtain Material Dispatch Clearance Certificate (MDCC) from BHEL or Customer as required before dispatch of material.

Vendor shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL-PEM for arranging Customer participation (if applicable) in inspection / Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL-PEM.

Items have to be manufactured as per specification and supplied strictly in accordance with the approved BHEL / Customer's Drawings & Quality Plan. The items/ test certificate of items, which for any reason are not acceptable to BHEL / Customer, shall be required to be retested. No extra charge shall be payable on those account by BHEL.

7. Mode dispatch shall be by road through Schedule Bank/BHEL (PEM) approved transporters.
8. Other terms and conditions shall be as per Standard Technical specification no. PE-TS-020-555-M011A, GCC Rev 06 & Corrigenda to GCC Rev 06, Enquiry letter.
9. This enquiry is subject to Conditions/ limits if any imposed in PMD/ Vendor registration.
10. Tentative quantity is given in enquiry.
11. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.


सुमीत साहाय / SUMIT SAHAY
उप प्रबन्धक (वि. एम. एम.) Dy. Manager (GMM)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भारती भारी इलेक्ट्रिकल्स लि.
पावर प्रोजेक्ट्स एंजिनियरिंग मैनेजमेंट
Power Projects Engineering Management
बीपीईएम, एनएचपी & एसी कॉम्प्लेक्स
BHEL (UPP, NHPP & ESC) Complex,
प्लॉट नं. 25, सेक्टर 16 ए, नोवा - 201301
Plot No 25, Sec 16 A, Noida - 201301

ANNEX-IV TO NIT REF NO-PE/PG/RTC/E-6175/2019, DTD-12.04.2019 RATE CONTRACT - AIR TRAPS (CCS MATERIAL & CAPACITY 1000KG/HRS)	
Sl no.	Prospective Project List
1	3X800MW NTPC PATRATU
2	2X660MW UDANGUDI STPP
3	2X660MW TALCHAR TPP

12/4/19

रामजी साहय (RAM)
 साहय लि. (RAM)
 भारत हेडी इन्क. लि.
 पावर सेक्टर
 Power Sector
 प्लॉट नं. 25, सेक्टर 16, नोडा-201301
 PPE Ltd.
 प्लॉट नं. 25, सेक्टर 16, नोडा-201301
 Plot No. 25, Sec 16 A, Noida - 201301

FRAMEWORK AGREEMENT

TECHNICAL SPECIFICATION

FOR

AIR TRAPS

SPECIFICATION NO. PE-TS-020-555-M011

Rev. no.: 00



**BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR
PROJECT ENGINEERING MANAGEMENT
NOIDA, INDIA**

	TECHNICAL SPECIFICATION AIR TRAPS FRAMEWORK AGREEMENT	SPECIFICATION NO: PE-TS-020-555-M011
		REV. NO.: 00
		DATE: 25.03.2019
		SHEET 1 OF 1

CONTENTS

S No.	SECTION	TITLE	NO. OF SHEETS
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2.	SECTION-II	i) DATA SHEET-A ii) QUALITY PLAN (BALL FLOAT) iii) QUALITY PLAN (EXT. Y-STNR) iv) COMPLIANCE SHEET	2 3 3 1

 	TECHNICAL SPECIFICATION AIR TRAPS FRAMEWORK AGREEMENT	SPECIFICATION NO: PE-TS-020-555-M011
		REV. NO.: 00
		SECTION: I
		DATE: 25.03.2019

SECTION-I

SPECIFIC TECHNICAL REQUIREMENTS

	SPECIFIC TECHNICAL REQUIREMENTS FOR AIR TRAPS FRAMEWORK AGREEMENT	SPECIFICATION NO: PE-TS-020-555-M011
		SECTION : I
		REV. NO. 00
		DATE: 25.03.2019
		SHEET 1 OF 3

1 GENERAL

- 1.1 The air traps and strainer shall meet the technical requirements and conform to the requirements of Section-I and Data sheet-A of Section-II. However, in the event of contradictions between Section-I & Section-II/Data Sheet-A, Data Sheet-A will prevail.
- 1.2 The technical requirements for air traps and strainer shall, in general, be as per the attached Data sheet A of Section-II

2 SCOPE OF SUPPLY

- 2.1 The air traps along with strainer shall be supplied as per Data sheet A of Section II. For detail refer the same.
- 2.2 Commissioning spares, if any.
- 2.3 Mandatory spares as applicable depending upon the project requirement.

3 DESIGN REQUIREMENTS

All traps shall be suitable for removal of water from compressed air piping and shall be suitable for the service conditions i.e. flow, temperature and pressure under which they are required to operate. Those performing similar duties shall be interchangeable with each other unless otherwise specified.

4 CONSTRUCTION FEATURES:

- 4.1 The traps covered in the specification shall be of Ball Float Type with auto-drain arrangement conforming to supplier's own proven design and shall be with External Strainer designed suitably to prevent the internals of the trap from damage due to dirt etc.
- 4.2 The traps should be with internals easily accessible and replaceable.
- 4.3 Arrow showing inlet should be cast on the body of traps.
- 4.4 For ball float type traps, trap design should take care of removal of entrapped air for proper functioning of trap. A balancing line connection at the top of the body shall also be provided.
- 4.5 A metallic (stainless steel plate 2mm thick) nameplate shall be fitted on each trap. Nameplate inscription required for each trap shall be indicated at the contract stage. Inscriptions shall be engraved 1 mm deep filled with enamel paint.

5 MATERIALS

- 5.1 The materials of construction of main parts of traps shall be specified in Data sheet-A.
- 5.2 The materials of construction of the remaining parts shall be suitable for the service conditions shall be subject to approval of the purchaser.
- 5.3 Materials used in manufacture of traps shall be of tested quality.

 	SPECIFIC TECHNICAL REQUIREMENTS FOR AIR TRAPS FRAMEWORK AGREEMENT	SPECIFICATION NO: PE-TS-020-555-M011
		SECTION : I
		REV. NO. 00
		DATE: 25.03.2019
		SHEET 2 OF 3

6 TESTING AND INSPECTION

- 6.1 The items covered under this contract shall be subjected to inspection, testing and quality surveillance. The Inspection Agency shall, at all reasonable times have access to Vendor's works, Quality Control records and all facilities as reasonably required for carrying out the inspection and testing efficiently, and these shall be provided by the vendor free of cost.
- 6.2 The minimum NDT/testing and inspection requirements for traps shall be as per the attached Quality Plan. However, in case of order, final inspection and testing shall be carried out as per the final approved quality plan without any price implications.

7 EXCLUSIONS

Erection & Commissioning of equipment at site is excluded from the bidder's scope.

8 QUALITY ASSURANCE

- 8.1 The Quality Plan enclosed with this specification specify minimum quality control requirement. During contract stage vendor shall furnish this Quality Plan duly signed & stamped for BHEL approval. Quality plans shall be approved by BHEL and customer. All inspection and testing shall be carried out by BHEL/ BHEL representative and customer (as applicable). In case inspection is by both BHEL and their customer, then the inspection can be carried out jointly or separately, which will be informed later. In case of the foreign bidder, inspection shall be carried out by reputed third party.
- 8.2 There may be changes in quality plan depending on customer/consultant comments which will have to be accommodated by vendor at no extra cost.
- 8.3 The minimum NDT/testing and inspection requirements for air traps and strainer shall be as per the attached Quality Plan. However, in case of order, final inspection and testing shall be carried out as per the final approved quality plan without any price implications.
- 8.4 The charges for third party inspection (Lloyds, TUV or equivalent) for foreign bidders shall be included in the base price of the item by the bidder. This third party agency shall be approved by BHEL. Bidder to inform the same in the offer and mention the same in Quality Plan.

9 SURFACE PREPARATION AND GALVANIZING

- 9.1 The surfaces of equipment to be galvanised shall be thoroughly cleaned of all grease, oil, loose mill scale, dirt, rust and any other foreign materials as mentioned in IS:2629.
- 9.2 Traps & Strainers of Carbon steel material bodies shall be hot dip galvanised as per IS:2629 after the necessary testing has been carried out. The minimum thickness of galvanizing shall be minimum 40 microns.

10 PACKING INSTRUCTION

- 10.1 Each trap and strainer shall be drained, cleaned, prepared and suitably protected in such a way so as to minimize the possibility of damage and deterioration during transit and storage.
- 10.2 The trap / strainer shall be dispatched in total assembled form.
- 10.3 Body ends shall be suitably sealed to protect them against damage during transit and storage.

	SPECIFIC TECHNICAL REQUIREMENTS FOR AIR TRAPS FRAMEWORK AGREEMENT	SPECIFICATION NO: PE-TS-020-555-M011
		SECTION : I
		REV. NO. 00
		DATE: 25.03.2019
		SHEET 3 OF 3

10.4 Tag Nos. shall be incorporated in all the dispatch documents.

10.5 Proper care shall be taken to avoid damage to the finished surface during transit. All the traps and strainers shall be packed suitably in wooden cases in order to avoid damage during transit and also during storage at site in tropical climate conditions for a period of 15-18 months.

10.6 Vendor to provide the following:

- Photographs (soft) of Trap & strainer duly placed inside the wooden box just before final packing.
- Photographs (soft) of the wooden box in which the Trap & strainer have been finally packed just before dispatch.

Clearance for dispatch of traps & strainer will be given only after receiving the photos of traps & strainer in satisfactory condition as mentioned in the condition stated above.

11 SPARES

11.1 **Mandatory Spares:** These shall be as per Data Sheet-A.

11.2 Order for the spares may be placed simultaneously or otherwise at the option of purchaser.

12 DOCUMENTS TO BE SUBMITTED ALONG WITH OFFER

Bidder shall submit the following documents duly filled, signed and stamped along with the bid:

- Compliance sheet
- Documents as per the list indicated in the NIT.

The above are the only documents which will be used for technical evaluation unless other documents are asked for during technical clarifications. Any other technical document enclosed with the bid shall be ignored for the purpose of technical evaluation. All other documents attached with the specification are for information of the vendor and no comments shall be marked on these.

13 DOCUMENTS TO BE SUBMITTED AFTER AWARD OF FRAMEWORK AGREEMENT:

Category-A:

13.1 GA Drawing indicating complete cross sectional arrangement of valve, binding dimensions, dismantling clearances, weight and Bill of Material incorporating all material of construction (MOC) of various parts & relevant standard to which MOC confirms to.

13.2 Quality plan duly signed and stamped.

Approval of above documents shall be required for manufacturing clearance and the same shall be considered for delay analysis by BHEL.

The above drawings/ documents will be considered as reference documents for different projects PO which will be placed later.

	TECHNICAL SPECIFICATION		SPECIFICATION NO. PE-TS-020-555-M011	
	AIR TRAPS		SECTION: II	
	FRAMEWORK AGREEMENT		REV.: 00	DATE: 25.03.2019
			SHEET 1 OF 1	

SECTION-II

- DATA SHEET – A
- QUALITY PLAN (BALL FLOAT AIR TRAP)
- QUALITY PLAN (EXT. Y-TYPE AIR STRAINER)
- COMPLIANCE SHEET

DATASHEET - A										SPECIFICATION NO.: PE-TS-020-555-M011	
REQUIREMENT OF AIR TRAPS FOR FRAMEWORK AGREEMENT										SECTION: II	
										SHEET 1 OF 2	
										REV: 0 DATE: 25.03.2019	
</											

Note:

1. Ball float air traps without strainers are used with external 'Y' type strainers. In this case traps and external Y type strainers will be considered as single unit for ordering. Offers will only be considered when both the items are quoted.
2. For detailed material of construction refer page 2 of 2, of this DataSheet-A.
3. Bidder to indicate trap & strainer size, MOC offered in the compliance sheet and the same shall be binding to bidder.
4. Strainer inlet & trap outlet shall be matched with connecting pipe size by bidder. Strainer outlet and trap inlet shall be matched by bidder through expander/reducer, if required. Bidder to consider all reducer/expander as required, in their scope.
5. Bidder to specify flow handling capacity & working pressure for trap and strainer.
6. CCS: Cast Carbon Steel
7. (#) Project wise applicability of 304/316 internals and 20-40 mesh will be informed during project specific ordering.

	DATA SHEET-A AIR TRAPS FRAMEWORK AGREEMENT	SPECIFICATION NO. PE-TS-020-555-M011	
		SECTION : II	
		REV. NO.: 00	DATE: 25.03.2019
		Sheet 2 of 2	

MATERIAL OF CONSTRUCTION FOR CARBON STEEL TRAPS/ STRAINER

			PART NAME	MATERIAL REQUIRED
A	BALL FLOAT AIR TRAP (WITHOUT STRAINER) COMPLETE ASSLY.	1	Body and Cover	Cast Carbon Steel as per ASTM A216 Gr. WCB (Hot Dip Galvanization)
		2	Valve, Valve seat	AISI 420 (hardened to minimum 40 RC). Differential hardness shall be maintained between seats.
		3	Float unit assembly, Valve seat gasket, Pivot frame, Support frame and Pivot pin	AISI 304
		4	Bolts/ Nuts	ASTM A193 Gr.B7/ ASTM A194 Gr.2H
B	EXTERNAL 'Y' TYPE STRAINER COMPLETE ASSLY.	1	Body & Cap	ASTM A216 Gr. WCB (Hot Dip Galvanization)
		2	Screen	SS to AISI 316 / 304 (40 / 20 mesh) #
		3	Gasket	Non - Asbestos type

NOTE: Equivalent/higher material is acceptable and will be binding to bidders. Bidder to furnish detail MOC of the traps and strainer offered along with the offer

: The strainer's screen material and mesh size shall be informed as per project specific requirement.

QUALITY PLAN				CUSTOMER:		PROJECT: FRAMEWORK AGREEMENT			SPEC. NO : PE-TS-020-555-M011		
SHEET 2 OF 3				BIDDER/VENDOR:		REV. 00 DATE: 25.03.2019			SPEC. TITLE AIR TRAPS		
S.NO.	COMPONENT/OPERATION	CHARACTERISTICS CHECKED	SYSTEM	SERVICE AIR/INSTRUMENT AIR	EXTENT OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	AGENCY	REMARKS	
			CATEGORY	TYPE/METHOD OF CHECK					P W V		
3.2	COVER	1. ALIGNMENT	MA	VISUAL	100%	-DO--	PROPER FITTING	INT. INSPN. REPORT	2	2	1
4.0	HYDRAULIC TEST (FOR CCS MATERIAL, TEST TO BE CONDUCTED BEFORE GALVANISING)										
4.1	BODY COVER SHELL TEST	LEAK TIGHTNESS OF BODY	CR	HYDRO. TEST AT 1.5 TIMES OF TRAP DESIGN PRESSURE	100%	APPD. DRG./DATA SHEET	NO LEAKAGE	TEST CERT	2	2	1
5.0	GALVANISING (APPLICABLE FOR CCS MATERIAL ONLY)										
5.1	HOT DIP GALVANISING OF BODY, COVER	1. SURFACE PREPARATION & THICKNESS OF GALVANISING & UNIFORMITY.	MA	VISUAL & MEASURE-MENT	100%	IS:2629	IS:2629	INSPN. REPORT	2	2,1*	-
6.0	ASSEMBLY (FOR CCS MATERIAL, TEST TO BE CONDUCTED AFTER GALVANISING)										
6.1	COMPLETE ASSEMBLY	1. CLEANLINESS & COMPLETENESS, DIMENSIONS, THREADING ENDS, ARROW MARKING ETC. 2. LEAK TIGHTNESS OF BODY 3. FUNCTIONAL TEST	MA	VISUAL & MEASURE-MENT	100%	APPROVED DRAWING	APPROVED DRAWING	INSPN. REPORT	2	2,1*	-
			CR	HYDRO. TEST AT 1.5 TIMES OF TRAP DESIGN PRESSURE	100%	APPD. DRG./DATA SHEET	NO LEAKAGE	TEST CERT	2	1*	-
			CR	FUNCTIONAL TEST AT MINIMUM 8Kg/cm ² PRESSURE (VISUAL DISCHARGE OF CONDENSATE)	100%	APPD DRG./ GIVEN PROCEDURE ON THIS QP. PAGE 3/3 OF	NO AIR LEAKAGE	TEST CERT.	2	1*	-
BHEL											
PARTICULARS											
NAME											
SIGNATURE											
DATE											
BIDDER'S/ VENDOR'S COMPANY SEAL											

		QUALITY PLAN		CUSTOMER:		PROJECT: FRAMEWORK AGREEMENT		SPEC. NO : PE-TS-020-555-M011	
		SHEET 3 OF 3		BIDDER/VENDOR:		REV. 00 DATE: 25.03.2019		SPEC. TITLE AIR TRAPS	
COMPONENT/ OPERATION		CHARACTERISTICS CHECKED	SYSTEM	SERVICE AIR/ INSTRUMENT AIR	EXTENT OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	AGENCY
S.N.O.			CATE- GORY	TYPE/METHOD OF CHECK	1 PER PRESSURE RATING & ORIFICE SIZE TRAP	APPD. FLOW CAPACITY	APPD. FLOW CAPACITY	TYPE TEST CERTIFICA TE	REMARKS

6.2	FLOW CAPACITY TEST (TYPE TEST)	CONDENSATE DISCHARGE	CR	DISCHARGE FLOW	1 PER PRESSURE RATING & ORIFICE SIZE TRAP	APPD. FLOW CAPACITY	APPD. FLOW CAPACITY	TYPE TEST CERTIFICA TE	3/2	2	1	
7.0	END CONN.	DIMENSIONS	CR	MEASUREMENT	100%	APPD. DRG./	APPD.DRG	INSPN REPORT	3/2	2,1*	-	
8.0	PROVISION OF NAME PLATE WITH PURCHASER'S TRAP TAG NOS. & PACKING IN WOODEN CASES	AS PER APPD DRG	MA	VISUAL	100%	--DO--	--DO--	(Soft copy of photographs)	2	2	1	Vendor to provide the following: Photographs of traps duly placed inside the wooden box just before final packing. Photographs of the wooden box in which the traps have been finally packed just before dispatch. Clearance for dispatch of traps will be given only after receiving the photos of traps in satisfactory condition as mentioned in the condition stated above.

FUNCTIONAL TEST PROCEDURE.

1. COMPRESSED AIR (MINIMUM AT 6 Kg/cm² PRESSURE) TO BE SUPPLIED IN A MIXING CHAMBER.
 2. WATER IS ADDED IN THE SAME CHAMBER SO THAT AIR IN THE CHAMBER HAS SUFFICIENT MOISTURE
 3. TRAP IS INSTALLED AT THE BOTTOM OF THIS CHAMBER AND ITS PERFORMANCE IS CHECKED.
- A GOOD PERFORMING TRAP DRAINS OUT ONLY WATER DROPLETS AND RETAINS COMPRESSED AIR BACK IN THE SYSTEM.

NOTE:-

CR = CRITICAL ACTIVITY
1 = PURCHASER (BHEL/CUSTOMER)
P = PERFORMED BY

MA= MAJOR ACTIVITY
2 = VENDOR
W = WITNESSED BY

MI= MINOR ACTIVITY
3 = SUB VENDOR OF THE VENDOR
V = VERIFIED BY

* The Quantum of check to be witnessed is 10% of project specific PO quantity or Min. 2 Nos. at random by BHEL/Customer & 100 % by Vendor for each type, Size & Rating.

BHEL		PARTICULARS		BIDDER/VENDOR	
PRABHJYOT SINGH		NAME			
Prabhat Singh		SIGNATURE			
25/03/2019		DATE		BIDDER'S/ VENDOR'S COMPANY SEAL	

	QUALITY PLAN			CUSTOMER:		PROJECT: FRAMEWORK AGREEMENT		SPEC. NO.: PE-TS-020-555-M011		
	SHEET 1 OF 3			BIDDER/VENDOR:		QP NO. . PE-QP-020-555-M016 REV. 00 DATE: 25.03.2019		SPEC. TITLE AIR TRAPS		
				SYSTEM		SERVICE/ INSTRUMENT AIR		ITEM: EXTERNAL Y-TYPE AIR STRAINER		
S.NO.	COMPONENT/ OPERATION	CHARACTERISTICS CHECKED	CATE- GORY	TYPE/METHOD OF CHECK	EXTENT OF CHECK	REFERENC E DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	AGENCY P W V	REMARKS

1.0	MATERIAL CONTROL											
1.1	BODY, CAP	1 PHYS & CHEM PROPERTIES	MA	PHYS TESTS CHEM TESTS	ONE/HEAT/ BATCH	APPD. DATA SHEET	APPD. DATA SHEET	TEST CERT.	3/2	2	1	CORRELATION REQD.
		2. SURFACE DEFECTS	MA	VISUAL	100%	--DO--	--DO---	INSPN. REPORT	3/2	2	1	
1.2	MESH	1. CHEM PROPERTIES	MA	CHEM. TESTS	1/SHEET	APPD. DATA SHEET	APPD. DATA SHEET	TEST CERT	3/2	2	1	
		2. MESH SIZE/ PERFORATION DIA	MA	MEASUREMENT	SAMPLE PIECE	--DO--	--DO---	INSPN REPORT	3/2	2	1	
2.0	IN PROCESS CONTROL											
2.1	ALL COMPONENTS	1.WORKMANSHIP & FINISH	MA	VISUAL	100%	MFG DRG	MFG DRG	INSP REPORT	2	2	1	
		2.DIMENSIONS	MA	MEASUREMENT	100%	MFG DRG	MFG DRG	MFG DRG	2	2	1	
3.0	HYDRAULIC TEST (FOR CCS MATERIAL, TEST TO BE CONDUCTED BEFORE GALVANISING)											
3.1	BODY CAP	LEAK TIGHTNESS OF BODY	CR	HYDROTEST AT 1.5 TIMES OF STRAINER DESIGN PRESSURE	100%	APPD.DRG	NO LEAKAGE	TEST CERT	2	2	1	
4.0	GALVANISING (APPLICABLE FOR CCS MATERIAL ONLY)											

	BHEL		PARTICULARS		BIDDER/VENDOR	
	QA ABHJ 20 T SIN 64		NAME			
	Theobald Singh		SIGNATURE			
25/03/2019		DATE		BIDDER'S/ VENDOR'S COMPANY SEAL		

				QUALITY PLAN		CUSTOMER: BIDDER/VENDOR:		PROJECT: FRAMEWORK AGREEMENT QP NO. : PE-QP-020-555-M016 REV. 00 DATE: 25.03.2019		SPEC. NO. : PE-TS-020-555-M011		
SHEET 2 OF 3				SYSTEM		SERVICE/ INSTRUMENT AIR		ITEM: EXTERNAL Y-TYPE AIR STRAINER		SPEC. TITLE AIR TRAPS SECTION VOLUME		
S.NO.	COMPONENT/ OPERATION	CHARACTERISTICS CHECKED	CATE- GORY	TYPE/METHOD OF CHECK	EXTENT OF CHECK	REFERENC E DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	AGENCY	REMARKS		
4.1	HOT DIP GALVANISING OF BODY, COVER	1. SURFACE PREPARATION & THICKNESS OF GALVANISING & UNIFORMITY.	MA	VISUAL & MEASURE-MENT	100%	IS:2629	IS:2629	INSPN REPORT	2	2,1 *	-	The minimum thickness of galvanizing shall be minimum 40 microns.
5.0	ASSEMBLY CONTROL (FOR CCS MATERIAL, TEST TO BE CONDUCTED AFTER GALVANISING)											
5.1	COMPLETE STRAINER	1. WORKMANSHIP AND FINISH	MA	VISUAL	100%	APPD.DRG	APPD.DRG	INSPN. REPORT	2	2	1	
		2. OVERALL DIMENSIONS	CR	MEASUREMENT	100%	--DO--	DO--	--DO--	2	2,1 *	1	
		3. LEAK TIGHTNESS OF BODY	CR	HYDROTEST AT 1.5 TIMES OF STRAINER DESIGN PRESSURE	100%	APPD.DRG /	NO LEAKAGE	TEST CERT	2	2,1 *	1	
6.0	END CONN.	DIMENSIONS	CR	PRESSURE MEASUREMENT	100%	APPD DRG .	APPD DRG	INSPN REPORT	2	2,1 *	-	
7.0	PROVISION OF NAME PLATE WITH PURCHASER'S STRAINER TAG NOS IF ANY & PACKING IN WOODEN CASES	AS PER APPD DRG	MA	VISUAL	100%	APPD DRG	APPD DRG	(Soft copy of photographs)	3/2	2	1	Vendor to provide the following: a) Photographs of strainer duly placed inside the wooden box just before final packing. b) Photographs of the wooden box in which the strainer have been finally packed just before dispatch. Clearance for dispatch of valves/traps will be given only after receiving the photos of valves/traps in satisfactory condition as mentioned in the condition stated above.

BHEL		PARTICULARS		BIDDER/VENDOR	
PRABHJOT SINGH		NAME			
Prabhjot Singh		SIGNATURE			
25/03/2019		DATE			
				BIDDER'S/ VENDOR'S COMPANY SEAL	

		QUALITY PLAN		CUSTOMER:		PROJECT: FRAMEWORK AGREEMENT		SPEC. NO : PE-TS-020-555-M011		
				BIDDER/VENDOR:		QP NO. : PE-QP-020-555-M016		REV. 00 DATE: 25.03.2019		SPEC. TITLE AIR TRAPS
SHEET 3 OF 3		SYSTEM		SERVICE/INSTRUMENT AIR		ITEM: EXTERNAL Y-TYPE AIR STRAINER		SECTION VOLUME		
S.NO.	COMPONENT/OPERATION	CHARACTERISTICS CHECKED	CATE-GORY	TYPE/METHOD OF CHECK	EXTENT OF CHECK	REFERENC E DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	AGENCY P W V	REMARKS

NOTE: CR = CRITICAL ACTIVITY MA = MAJOR ACTIVITY MI = MINOR ACTIVITY

1 = PURCHASER (BHEL/CUSTOMER) 2 = VENDOR 3 = SUB VENDOR OF THE VENDOR

P = PERFORMED BY W = WITNESSED BY V = VERIFIED BY

* The Quantum of check to be witnessed is 10% of project specific PO quantity or Min. 2 Nos. at random by BHEL/Customer & 100 % by Vendor for each type, Size & Rating.

BHEL		PARTICULARS		BIDDER/VENDOR	
PRABHJYOT SINGH <i>Prabjyot Singh</i> 25/03/2019		NAME			
		SIGNATURE			
		DATE		BIDDER'S/ VENDOR'S COMPANY SEAL	

	COMPLIANCE SHEET AIR TRAPS FRAMEWORK AGREEMENT		SPECIFICATION NO. PE-TS-020-555-M011
			SECTION : II
	REV. NO.: 00		DATE: 25.03.2019
	Sheet 1 of 1		

A. I hereby comply/not comply (*) to all the requirements of this technical specification in totality. In case the bidder does not comply to the technical specification, the deviations shall be explicitly listed in the technical deviation sheet of GCC. Deviations listed in technical deviation sheet shall only be considered.

B. Specify NB, Condensate discharge capacity, MOC & Model no of trap & strainer offered. (as applicable).

Sl.No. (As per Data Sheet- A)	Type (As per Data Sheet-A)	Trap/ Strainer Size (NB) (To be filled by Bidder)	Condensate Discharge Capacity (Kg/Hr) (To be filled by Bidder)	Material Grade (To be filled by Bidder)	Applicable Trap/ Strainer Model no (To be filled by Bidder)
1	BALL FLOAT AIR TRAP (CS Body) (WITHOUT STRAINER) COMPLETE ASSLY.				
2	EXTERNAL 'Y' TYPE STRAINER (CS Body) COMPLETE ASSLY				

Notes:

1. Strainer inlet & trap outlet shall be matched with connecting pipe size by bidder. Strainer outlet and trap inlet shall be matched by bidder through expander/reducer, if required. Bidder to consider all reducer/expander as required, in their scope.
2. The above size/model shall be binding on bidder. However, bidder may provide model of higher capacity/superior material if required during contract stage

Name of Bidder / Authorized Representative :-

Designation :-

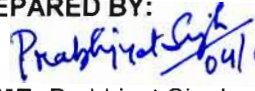
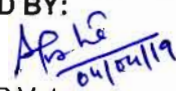
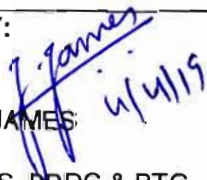
Signature:-

Company Seal :-

Date :-

	PRE - QUALIFYING REQUIREMENTS	DOCUMENT NO: PE-TS-020-000-M057
		REVISION NO: 00
		DATE: 04.04.2019
		SHEET: 1 of 2

Enquiry No (To be filled by CMM):
Project: Framework Agreement
Package: Air Traps
<u>CRITERIA FOR EVALUATION (TECHNICAL / FINANCIAL):</u>
1. <u>Technical Pre-Qualifying Requirements:</u> 1.1 The bidder should have designed, in-house manufactured, tested, inspected and supplied ball float air traps and strainer (as mentioned below) for use in a power plant or for similar application. a. <u>Air traps package</u> CS/SS ball float air traps (with external 'Y' type strainer) with minimum condensate discharge capacity of 500Kg/Hr. 1.2 The item(s) mentioned in point 1.1 should have performed successfully for atleast one year. To establish meeting this requirement, the bidder shall conform to any one of the following clauses: (i) Execution of two purchase orders for different End-users with the item(s) performing successfully for one (1) year from date of commissioning to the date of bid submission as defined in NIT. Different projects of a customer shall be considered as different End-users. (ii) Minimum one (1) repeat contract from two (2) different Purchasers (i.e. 2 Nos of Purchase orders from each purchaser). A contract shall be considered as repeat, when the second contract is given by the same purchaser after lapse of minimum one (1) year from supply completion of first contract. (iii) Execution of one (1) purchase order as per sl. no. (i) above from one End-user and one (1) repeat contract from another Purchaser as per sl. No. (ii) above. (iv) Three (3) repeat contracts from one (1) Purchaser. Second and third repeat contract shall be after lapse of minimum one (1) & two (2) years respectively from supply completion of first contract. 1.3 The bidder to furnish the following documents, as applicable, in support of the above: a) For point 1.2(i): Performance certificates from End-user (duly signed & dated) specifying that the product is performing successfully for one (1) year from date of commissioning along with correlated purchase order(s) and documents in support of discharge capacity. b) For point 1.2 (ii) & (iv): Purchase order(s), Material dispatch clearance certificate (MDCC)/ Material receipt certificate (MRC)/Lorry receipt (LR)/Invoice and documents in support of discharge capacity of trap & strainer. 1.4 In addition to above, bidder should have the following facilities of discharge capacity as per BHEL requirement as mentioned in Data sheet-A of technical specification: a) Capability of designing and manufacturing of the item(s).

PREPARED BY:  NAME: Prabhjot Singh DESIGNATION: Sr. Engineer DEPT.: PS-PEM/ MPL	REVIEWED BY:  NAME: S P Vatsa DESIGNATION: Sr. DGM DEPT.: PS-PEM/ MPL	APPROVED BY:  NAME: JACOB JAMES DESIGNATION: GM - MPL, IPDS, PPDC & BTG
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	PRE - QUALIFYING REQUIREMENTS	DOCUMENT NO: PE-TS-020-000-M057
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- b) In-house testing facilities for carrying out tests as per relevant standards & Quality plan. In case, the in-house testing facilities are not available, then bidder shall furnish undertaking that test(s) will be carried out from govt. approved lab or test house recognized by reputed customers.

Bidder to submit supporting documents (Purchase order(s) / Certificate indicating manufacturing & testing capacity and details / undertaking of manufacturing & testing facilities) for point (a) & (b) above.

- 1.5 To establish business continuity, bidder is required to submit at least two (2) Purchase orders for trap and strainer having minimum condensate discharge capacity of 500Kg/Hr in last 3 (three) years prior to the date of bid submission as defined by BHEL-PEM in NIT.

- 2.0 Bidder to also comply with general points mentioned below:

- 2.1 Offers of the JV companies/ Joint Bidders/ bidders having collaboration/ licensing agreement/ MOU/ Indian subsidiaries shall be evaluated as follows:

- If bidder happens to be an Indian subsidiaries of foreign OEM, then the credentials of the foreign OEM can also be considered for meeting PQR.
- If bidder happens to be the Joint Venture Company, then the credentials of any of JV partners can be also considered for meeting PQR.
- If bidder happens to be the having valid collaboration agreement/ MOU/ licensing agreement with some other company, then the credentials of collaborator/ MOU partner/ licensing company can also be considered for meeting PQR.

Note: If bidder(s) qualifies on the basis of credentials of his principal/ JV partner/ Collaborator/ joint bidder etc., then the principal/ JV partner/ Collaborator/ MOU partner/ joint bidder shall be responsible for overall design vetting and warranty/ guarantee of the package. The scope matrix clearly defining their respective roles including design vetting, manufacturing of critical component, E&C etc. and warranty/ guarantee shall be submitted along with the offer.

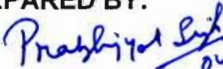
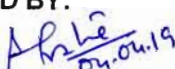
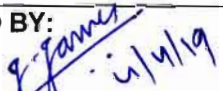
- 2.2 Bidder to note that the arrangement of bidding (joint bid partners/ collaborator/ MOU partner/ licensing company etc.) once offered to BHEL as a part of bidding documents cannot be changed till the execution of contract(s).

- 2.3 Consideration of offer shall be subject to customer's approval of bidders, if applicable.

- 2.4 Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.

- 2.5 Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.

- 2.6 After satisfactory fulfillment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

PREPARED BY:  NAME: Prabhjyot Singh DESIGNATION: Sr. Engineer DEPT.: PS-PEM/ MPL	REVIEWED BY:  NAME: S P Vatsa DESIGNATION: Sr. DGM DEPT.: PS-PEM/ MPL	APPROVED BY:  NAME: JACOB JAMES DESIGNATION: GM - MPL, IPDS, PPDC & BTG
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GST related Corrigendum to GCC Rev 06

Clause Ref:	Existing Clause as:	Replaced/ New Clause as:
Clause No.4 of GCTC (General commercial terms and conditions)	TAXES AND DUTIES 4.1 EXCISE DUTY 4.1.1 Seller/ Contractor is required to ensure that excise duty including cess, if any, is quoted as per the existing tariff on the date of the offer and all benefits as per existing rules have been considered. 4.1.2 Excise duty actually incurred by Seller/ Contractor on self-manufactured items alone shall be reimbursed against documentary evidence. Excise duty paid by Purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than Seller/ Contractor's factory/ works shall be included by the bidder in the quoted basic price. 4.1.3 If excise duty is paid under protest or dispute, it shall not be reimbursed till the dispute is settled. If the Seller/ Contractor claims/ obtains any refund of the excise duty paid, the same shall be refunded to the Purchaser immediately 4.1.4 Invoice cum Excise duty gate pass (Excise Invoice) should contain the name of the ultimate consignee as per Order/ Contract/ Special Conditions of Contract. 4.1.5 If required by Purchaser, the Seller / Contractor will provide a certificate stating that CENVAT benefit has been availed of on the inputs and the same has been passed on to the Purchaser. 4.1.6 Excise duty shall be paid at actuals against documentary evidence but restricted to the amount and percentage indicated in the Order/ Contract. 4.2 SALES TAX / VALUE ADDED TAX (VAT) 4.2.1 Central Sales Tax / Value Added Tax shall be reimbursed only if the same is paid by the Seller / Contractor to the respective Govt. authorities on direct sales by the Seller/ Contractor to the Purchaser, meeting all statutory requirements and availing all exemptions/ concessions under the respective Central Sales Tax / Value Added Tax Acts. The offer should clearly indicate CST/ VAT percentage and the total	TAXES AND DUTIES 4.1 CGST/SGST/UTGST/IGST 4.1.1 Seller/ Contractor 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. 4.1.2 It is the responsibility of the seller/contractor 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). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice. 4.1.3 The purchaser is registered in the State of Uttar Pradesh vide following GST registration number: 09AAACB4146P22C 4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC. 4.1.5 CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract

GST related Corrigendum to GCC Rev 06

	amount along with concessional form(s), if any. 4.2.2 Purchaser is registered in NOIDA, U.P. vide following Registration Numbers: Central Sales Tax Registration No. : ND – 5341151 w.e.f. 01-07-2006 UP Trade Tax Registration No. : ND – 0345307 w.e.f. 01-07-2006 UP TIN No. : 09765702874 4.2.3 Central Sales Tax/ Value Added Tax shall be reimbursed, as per tariff applicable, but restricted to the percentage and amount shown in the Order/ Contract. If it is shown as included in the quoted price/ not applicable, it will not be reimbursed by the Purchaser. 4.2.4 Purchaser proposes to make sale-in-transit under section 6 (2) (b) of Central Sales Tax Act where goods movement is inter-state. Form-C shall be issued and exchanged against Form-E1/E2 based on quarterly transactions. Seller/Contractor is required to submit his request in the format enclosed at Annexure-VI within 30 days from end of the Quarter, giving State-wise invoice details. 4.2.5 VAT invoices, in format prescribed by the respective State Sales Tax Act, have to be submitted in the name of Nodal Agency specified in Special Conditions of Contract. 4.3 SERVICE TAX 4.3.1 Service Tax paid by the Service Provider /contractor to the Government authorities directly shall only be reimbursed at actuals against documentary evidence, but restricted to the rate and amount mentioned in the order/contract. The offer should clearly indicate the percentage and the total amount of service tax. 4.3.2 Service provider/Contractor to ensure their registration for “Intended Service” to be provided, before claiming Service tax under the “intended category”. Decision of BHEL shall be final w.r.t. the “Intended category” in which the service will be falling. 4.3.3 If required by the Purchaser, the Service Provider/Contractor will provide a certificate stating that “CENVAT Benefit has been availed of on the input and the	4.2 OTHER TAXES & LEVIES 4.2.1 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 Purchaser. 4.3 CUSTOMS DUTY
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GST related Corrigendum to GCC Rev 06

	same has been passed on to the purchaser” or “CENVAT Benefit has not been availed of on the inputs”. 4.4 OTHER TAXES & LEVIES All taxes and duties other than Excise Duty, Sales Tax/ VAT, Service Tax 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. However, statutory variation in Octroi will be payable extra against documentary evidence. 4.5 CUSTOMS DUTY 4.5.1 Customs Duty element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. No variation in customs duty and exchange rate for imported items shall be payable by Purchaser. 4.5.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.5.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, country of origin etc., shall be submitted by the bidder as part of Price bid. 4.6 DIRECT TAX 4.6.1 Purchaser 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 Seller/ Contractor and his personnel.	4.3.1 Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. 4.3.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.3.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid. 4.4 DIRECT TAXES 4.4.1 Purchaser 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 Seller/ Contractor and his personnel. 4.4.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions
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	4.6.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.	
	5.0 STATUTORY VARIATION 5.1 If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser. 5.2 Statutory Variations in Excise Duty, Service Tax and Central Sales Tax/ Value Added Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser. 5.3 Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/ duties. This will be without prejudice to the levy of penalty for delay in delivery/ completion schedule. 5.4 Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.	5.0 STATUTORY VARIATION 5.1 Statutory variation for CGST/SGST/UGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty). 5.2 For variation after the agreed completion periods, the seller/contractor 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 Purchase Order/Contract. For downward revisions, purchaser 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. 5.4 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.

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Clause 8	8.0 TRANSPORTATION & FREIGHT CHARGES 8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis. 8.2 Road permit/ entry permit, if required as per law of the State, shall be arranged by Purchaser. 8.3 Freight charges (including Service Tax) shall be payable after delivery of the goods at the project site, on receipt of MRC or receipted LR on pro-rata basis.	8.0 TRANSPORTATION & FREIGHT CHARGES 8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis. 8.2 Road Permit/E-way bill, if required, will be arranged by Supplier.
	9.0 TERMS OF PAYMENT 9.1 SUPPLY PACKAGES 9.1.1 Ninety percent (90%) of basic price of materials supplied, as per PO, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.1.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser, on submission of all final documents for the packages as detailed below, duly certified by Engg. Deptt. of purchaser, and submission of Form E1/ E2 against Form-C, if applicable. List of packages with required final documents is as per Annexure-X. 9.2 SUPPLY PACKAGES WITH PERFORMANCE GUARANTEE / DEMONSTRATION TEST AT SITE IN VENDOR'S SCOPE 9.2.1 Eighty Five percent (85%) of basic price of materials supplied, as per PO / approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.2.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable. 9.2.3 Five percent (5%) of the total basic price of materials and PG/ Demonstration test charges shall be released after submission of all final documents as per Technical	9.0 TERMS OF PAYMENT 9.1 SUPPLY PACKAGES Payment of basic price of materials supplied alongwith freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser on submission of all the final documents for the packages as detailed below, duly certified by engineering department of purchaser. List of packages with required final documents is as per Annexure-X. 9.2 Supply packages with performance guarantee/demonstration test at site in vendor's scope Payment of basic price of materials supplied, as per PO/ as per approved billing schedule, along with freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rate basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below: a) 10% will be released after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser.

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Specifications and successful completion of the Performance Guarantee (PG)/ Demonstration Test at site. Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then last 5% payment will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight). 9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE) 9.3.1 Eighty Five percent (85%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. OR i) Five percent (5%) lump sum payment of total basic price (excluding taxes, duties & freight) against approval of design documents and quality plan as certified by Engineering. Design documents and quality plan shall be as defined in the Technical Specifications. ii) Eighty percent (80%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.3.2 Five percent (5%) of basic price of materials supplied along with freight, if applicable, will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable. Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor. 9.3.3 Ten percent (10%) of the total basic price shall be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of	b) 5% will be released after submission of final documents as per technical specification and successful completion of the performance guarantee (PG)/ Demonstration test at site. Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then 5% security deposit will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight). 9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE) 9.3.1 Payment of basic price of materials supplied, as per approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below: a) 5% will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser. Collection of Material Receipt Certificate from site/owner and its submission for claiming the payment shall be the responsibility of the Seller/Contractor. b) 10% will be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract
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	Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract. 9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES 9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner. 9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package. 9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable. 9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES 100% payment shall be released after successful completion of the activity, on Site certification. 9.6 Vendors shall 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). To be eligible for payment as Micro and Small category, vendors shall submit annual certification for validation from designated authority under MSMED Act or Chartered Accountant within first quarter of every financial year. . <u>Note:</u> 1) For indigenous suppliers, if the documents are routed through Bank, then all bank charges will be to vendor's account. 2) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for	9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES 9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner. 9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package. 9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable. 9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES 100% payment shall be released after successful completion of the activity, on Site certification. 9.6 Vendors shall 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). <u>Note:</u> 1) Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. 2) For indigenous suppliers, if the documents are routed through Bank,
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	evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days usance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents. 3) LC opening/ negotiation/ confirmation charges will be to vendor's account. 4) Form C/ E1/E2 are not applicable for foreign bidders. 5) In extreme case of vendors not agreeing to link 10% payment with submission of Form E1/ E2 against Form-C as above, their prices will be loaded as per Annexure-VIII. 6) Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of MRC payment. 7) Payment terms for mandatory spares shall be as per clause 9.1.	then all bank charges will be to vendor's account. 3) 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, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days usance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents. 4) LC opening/ negotiation/ confirmation charges will be to vendor's account. 5) Payment terms for mandatory spares shall be as per clause 9.1. 9.7 The applicable TDS under CGST/SGST/UGST/IGST/ Goods and Services (Compensation to States) Act will be deducted from the payments. 9.8 Other clauses 1. Vendor/Supplier will intimate & upload the Tax invoice along with LR/RR(as applicable) on web portal & intimate BHEL immediately on removal of goods from vendor/supplier works. In case of Services, Vendor is required to upload the Tax invoice on Web Portal immediately after raising the invoice. BHEL will issue the delivery order/instruction to dispatch the material to the customer as indicated in SCC. 2. All payments against Tax Invoice to vendors/contractors shall be released only after:
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		a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. b) The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1. c) Confirmation of payment of GST thereon by vendor on GSTN portal 3. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or 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 vendor/contractor along with interest levied/leviable on BHEL. 4. 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 vendor/contractor.
Clause 9	9.7 DOCUMENTS TO BE SUBMITTED BY VENDOR 9.7.1 For Recognition of Dispatch Copy of the following documents by e-mail/ fax immediately on despatch: a. Invoice b. LR along with Delivery Order c. Packing List d. Insurance Intimation e. Dispatch Clearance 9.7.2 For Claiming Payments (under clause 9.1.1, 9.2.1, 9.3.1): a. Invoice – original+1 copy b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy	9.7 All same a. to be replaced with “GST compliant invoice” in 9.7.1, 9.7.2, 9.7.3 Modification in the clause Duty drawback documents “As per applicable law” (original+1 copy.)

GST related Corrigendum to GCC Rev 06

	c. Delivery order- 2 copies d. Packing List - clearly showing number of packages, gross weight and net weight. - original+1 copy e. MDCC from BHEL/ Customer – as per SCC – 2 copies f. Guarantee Certificate – Original + 1 copy g. Insurance Intimation - 2 copies CQIR / Inspection Reports – Original+1 copy i. PVC Calculation and copy of all applicable indices, if PVC applicable. – 2 copies j. Duty drawback documents (original excise invoice, original disclaimer certificate, original certificate from excise authority for payment of excise duty), if applicable. – original + 1copy 9.7.3 For Claiming Freight Payment a. Invoice – Original + 1 copy b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy c. Transporter’s document indicating the freight amount. Original money receipt to be submitted if required as per SCC. 9.7.4 For Claiming MRC Payment a. Invoice – Original + 1 copy b. Copy of MRC 9.7.5 For Claiming Payment for Services involving Service Tax a. Invoice as per rule 4A of Service Tax Act – Original + 1 copy b. Copy of Service Tax registration certificate c. Copy of challan for Service Tax payment	
Clause 3.0 Instruction to bidders	Total erection & commissioning charges including service tax should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.	Total erection & commissioning charges including applicable tax but excluding freight along with GST should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.

GST related Corrigendum to GCC Rev 06

Clause 16.0 Instruction to bidder	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 will apply.	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII will apply.
Clause 16.0 of GCTC	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR date for indigenous supplies and AWB/ BL date for FOB contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR date is beyond three months from the date of LR, such excess period shall also be considered for LD purpose. 2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)	Purchaser reserves the right to recover from the Seller/ Contractor, 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 of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR/ eway bill date for indigenous supplies and AWB/ BL date for C&F contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR/eway bill date is beyond three months from the date of LR/e-way bill, such excess period shall also be considered for LD purpose. 2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)

GST related Corrigendum to GCC Rev 06

Deviation sheet- Cost of Withdrawal	Point no-9 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.	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices 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.
Annexure-VI		Deleted
Annexure-VIII		Following changes in annexure-8, (remaining portion of annex-8 is same): C) LIQUIDATED DAMAGES If maximum limit asked for is 10% or 5% of Undelivered Portion – 10% value of the total quoted price including GST & freight. 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) . E) DEVIATION TO SUBMISSION OF FORM E1/ E2 BEFORE CLAIMING 10% PAYMENT 10% of Ex-Works supply value.
New clauses:		
a) In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN ;code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price) b) The bidder should have been registered with the appropriate authority under relevant GST laws. c) The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer d) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be considered for evaluation purpose. However, the ordering will be done without considering the tax. e) In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.		

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

ANNEXURE-C

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
- On the date of signing of the Settlement agreement by the Parties; or,
 - By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

Sl No	Particulars	Amount
		In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.

Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated_____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

**FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC**

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date ____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO
THE IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*