DUE DATE
24-Apr-2017
By 02.00 P.M.

Ref. Enquiry No.: PE/PG/APP/E-5546/2017
Dated: 03.04.2017

Dear Sir/Madam,

Subject: TENDER ENQUIRY FOR CHEMICAL DOSING SYSTEM FOR 1x800MW APGENCO VIJAYWADA TPS UNIT-8 & 1x800MW APPDCL KRISHNAPATTANAM TPP STAGE-II.

Our Ref: TENDER ENQUIRY NO: PE/PG/APP/E-5546/2017 DT: 03.04.2017

BHEL invites offers from reputed Vendors for Design, Manufacture, Inspection & Testing at vendor's works, proper packing and delivery to site of **CHEMICAL DOSING SYSTEM** complete with all accessories & spares as mentioned in different sections of the specifications for **1X800 MW APGENCO VIJAYWADA TPS UNIT-8 & 1X 800 MW APPDCL KRISHNAPATTANAM TPP STAGE-II.** Detailed scope of work as per technical specifications and other details hosted on above websites.

Item Description - CHEMICAL DOSING SYSTEM			
Sl. No.	Project	Quantity	Delivery
1.	**1X 800 MW APPDCL KRISHNAPATTANAM TPP STAGE-II**	As per BOQ & technical specification No. **PE-TS-420-154-A001**	As per cl no. 13 below
2.	**1X800 MW APGENCO VIJAYWADA TPS UNIT-8**	As per BOQ & technical specification No. **PE-TS-419-154-A001**	As per cl no. 13 below

Your best quotations/offers for the above requirement, in line with our terms and conditions as per clause 2.0 of Instructions to bidders of GCC Rev.06, should be submitted in tender box, containing Part-I & II offers in separate covers, preferably cloth lined envelopes & properly marked before due date and time, with proper numbering through stamping or otherwise. It shall be the responsibility of the bidder to ensure that the tender is delivered on **or before the due date by 02:00 P.M.** Part-I bids shall be opened **on the due date at 03.00 P.M.** in the presence of authorized representatives of the bidders, who may like to be present.

Tender Box, Tender Room, Ground Floor, PPEI Building
(behind Reception Desk)
C/o Arjun Srivastava, Sr. Engineer, PG-I-1 / Rahul Verma, A.E, PG-I-1
M/s. Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301, U.P., INDIA
E-MAIL: arjunsrivastava@bhelpem.co.in; rahulverma@bhelpem.co.in
+91-120- 4368839/ 4368804, Mob-09953038740

Important Note to be considered by All Bidders:
The offers of the bidders who are on the banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site **http://www.bhel.com/vender_registration/vender.php**

Terms and Conditions: - Please refer GCC Rev-06 which is available on www.bhelpem.com. You are requested to kindly download the same.

1. Enquiry No., due date etc. must be legibly superscribed on the sealed envelopes as per clause no. 2.0 of "Procedure for submission and opening of tenders" of "Instructions to bidders" of GCC Rev.06.

2. Bidders shall submit their offers meeting the requirements of the following tender documents (enclosed) and other Terms and Conditions included in this Enquiry Letter:

   - **Part-I: Techno-Commercial Bid:** Comprising of technical offer, Annexure-I, Commercial terms and conditions, unpriced copy of price bid and "Unpriced copy for Cost of Withdrawal", Annexure-II of GCC Rev.06, PQR documents (if applicable) in (02) sets.

   - **Part-II: Price Bid**: Containing prices, priced cost of withdrawal of deviation;if any, as per Annexure-II, to be submitted in original, strictly, as per price schedule of BHEL for complete scope of Tender enquiry.

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Separate offers are to be submitted for each project. Techno-Commercial bids and Price bids should be submitted in separate envelopes. Enquiry No. & Name of the project/package is to be clearly mentioned in BOLD LETTERS on top of each envelope submitted.

3. Tenders shall be submitted strictly in accordance with the requirements of the above tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately along with reasons as per **Annexure II of GCC Rev 06**.

4. Standard pre-printed terms & conditions of the tenderers shall not be considered valid.

5. Unsolicited fresh/revised Price Bids shall not be entertained.

6. Bidders are requested to provide the cost of withdrawal (unpriced copy with unpriced bid and price copy with price bid) as per Annexure-II of GCC Rev-06 for technical or commercial deviation(s).

7. 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.

8. 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.

9. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be despatched only after Purchaser's/Owner's inspection at the hold points specified in the approved Quality Plan and issue of Material Despatch Clearance Certificate (MDCC).

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

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

Mr. Arjun Srivastava / Sr. Engineer	**Mr. Rahul Verma / A.E.**
M/s Bharat Heavy Electricals Ltd.,	M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,	Project Engineering Management,
Power Project Engineering Institute,	Power Project Engineering Institute,
HRD & ESI Complex,	HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301	Plot No 25, Sector-16 A, Noida-201301
Kind Attn: Arjun Srivastava / PG-I-I	Kind Attn: Rahul Verma / PG-I-I
E-MAIL: arjunsrivastava@bhelpem.co.in	E-MAIL: rahulverma@bhelpem.co.in
Ph. No. 0120- 4368839 / 9971599688	Ph. No. 4368804

12. Late tenders will be rejected.

13. **Delivery: -**
    a. **Main Supply (along with Commissioning Spares)**:- Six (06) months from date of Drg/Doc approval in CAT – I. Bidder to submit drawings/documents as mentioned in Annexure VII of Technical Specification-PE-TS-419-154-A001 & PE-TS-420-154-A001.
    b. **Mandatory Spares** to be delivered within 03 months from manufacturing clearance. Separate dispatch/ manufacturing clearance will be issued for Mandatory Spares as per SCC Rev-00.

14. **Payment Terms:** - As per GCC Rev. 06, Clause No. 9.1

15. Please contaet BHEL (via mail or phone) for any clarification (technical or commercial) one week before due date.

16. Bidder to note for compliance that this is conditional enquiry and the price bid (Part-II) opening /Reverse Auction (RA) is subject to the following
    a) Techno-commercial qualification / recommendation of bidder by the BHEL-PEM.

Arjun Srivastava

b) Approval of bidder by end-project customer. Same shall be taken up by us with customer based on the latest credentials/reference list. Accordingly, you are requested to submit the following on or before technical bid Part-1 opening: -

i. Reference list indicating PO details, customer name, PO date, exeeution date etc.
ii. Performance certificate issued by the clients.

Note: - Non-registered Vendors have to apply for registration in BHEL-PEM 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."

17. **PRE-QUALIFICATION REQUIREMENT:-**

Technical Pre-Qualification Requirement Criteria are part of NIT and the bidders are required to submit both Technical Pre-Qualification Requirement Criteria along with their offer. **Only those bidders, who fulfill these requirements, shall be considered further for evaluation.**

18. **Evaluation/Ordering shall be done project-wise and on Total cost to BHEL i.e. FOR site price.**

19. Indigenous bidders have to quote F.O.R. site prices and foreign bidders to quote their C& F Mumbai Sea Port Price (Insurance shall be in BHEL scope as per clause no 17.0 of GCC, Rev.06). However, F.O.R site price for foreign bidders will be calculated by loading their C& F Mumbai Sea Port Price as per GCC, Rev.06.

20. **CIF is not available for subject package.**

21. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.bhelpem.com) and CPP portal only. Bidders should regularly visit website to keep themselves updated.

22. Foreign and indigenous bidders participating through open tenders will necessarily have to buy class III DSCs issued by the certifying authorities in India for future tenders. Basic procedure /checklist has been upload on www.bhel.com for participating in future tender enquires through e procurement.

23. Indigenous bidders need to indicate the freight charges in percentage of total Ex-works in unpriced format.

24. The bidder along with its associate/collaborators/sub vendor/subcontractors/sub vendors/consultants/ service providers shall strictly adhere to BHEL fraud Prevention Policy displayed on BHEL website 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.

25. Foreign Suppliers & Indian agents of foreign suppliers: Please refer our website http://www.bhelpem.com/Tenders.aspx for details.

26. All the tender documents shall automatically become a part of the Order/Contract after its finalization.

27. BHEL reserves the right to finalize Prices by conducting RA or by conventional way of price bid opening, which will be decided after techno-commercial evaluation. Bidders to give their acceptance with their 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.

In view of this, Bidder is requested to quote their most competitive prices as no **negative price impact** shall be applicable on account of non-conduction of RA. Detailed Guidelines for RA are available in "information section" of www.bhelpem.com.

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).

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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** w.e.f 26.11.2016 are available in "information section" of **www. bhelpem.com,** same are applicable for subject tender.

28. Fraud prevention Policy and RA guidelines are available on **www. bhelpem.com.**

29. Detailed offers are to be submitted along with following documents as per BHEL format enclosed with NIT:-

- Acceptance of GCC Rev-06
- Acceptance of Special Conditions of Contract (SCC Rev 00) for both projects.
- Pre-qualifying Requirement (PQR) - Technical PQR.
- Technical & Commercial Deviations, if any in line with Annexure- II of GCC Rev 06.
- Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of terms & instructions conveyed.
- Cost of withdrawal sheet.
- Un-Priced price format duly filled in 'Quoted" or 'Q' in each column/row.
- Credentials in CD form **(02 nos. of CD)** for taking approval from end customer.

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

Arjun Srivastava

(Arjun Srivastava)
(Sr. Engineer / Project Group-I-1)

अर्जुन श्रीवास्तव / ARJUN SRIVASTAVA
वरिष्ठ अभियंता (पी.जी.-1) / Sr. Engineer (PG-1)
भारत हैवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals L...
पावर सेक्टर-परियोजना इंजीनियरिंग प्रबंधन
Power Sector-Project Engineering Management
प्लॉट नं. 25, सेक्टर-16ए, नोएडा-201 301
Plot No. 25, Sector-16A, Noida-201 301

Enclosures:

a) Price Format (both Main Supply and Mandatory spares for each project separately). Prices should be quoted in this format only, without making any changes.
b) Technical Specifications nos. PE-TS-419-154-A001 (Vijaywada) & PE-TS-420-154-A001 (Krishnapattanam).
c) Technical PQR.
d) SCC Rev_00 each for Vijaywada & Krishnapattanam projects.
e) Bank Guarantee format as per Annexure-A to be followed.

Rev-00

PRICE FORMAT

NAME OF PROJECT:	**1X800 MW Dr. NTTPS VIJAYWADA STAGE-V**
NAME OF PACKAGE:	**CHEMICAL DOSING SYSTEM**
ENQUIRY REF. No:	**PE/PG/APP/E-5546/2017 Dt:03.04.2017**
TECHNICAL SPECIFICATION:	**PE-TS-419-154-A001**

S. No.	Description	UNIT	QTY	Unit Ex-Works Price (duly packed) INR	Total Ex-Works Prices (duly packed) INR	Excise duty @......% of total Ex-Works	CST @.......% against C-form &EI/EII form OR VAT @....% (INR)	Freight Charges including service tax @.....% of Total Ex-works	Total FOR Site prices (INR)
1.0	Total lump sum firm price for design, engineering, manufacture, fabrication, assembly, supply, inspection / testing at vendor's & sub-vendor's works, painting, **mandatory spares**, startup and commissioning spares, special tools and tackles (as applicable), forwarding, proper packing, shipment and delivery at site, preparation and submission of drawing /documents & euipment / system guarantee etc. inclusive of all prevailing taxes, duties and other levies for the package specified above for above mentioned project to the end customer complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification no. as specified above, amendment & agreements till placement of order.	Set	1						
2.0	**MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE.**								
2.1	Total lump sum firm price for design, engineering, manufacture, fabrication, assembly, supply, inspection / testing at vendor's & sub-vendor's works, painting, startup and commissioning spares, special tools and tackles (as applicable), forwarding, proper packing, shipment and delivery at site, preparation and submission of drawing /documents & euipment / system guarantee etc. inclusive of all prevailing taxes, duties and other levies for the package specified above for above mentioned project to the end customer complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification no. as specified above, amendment & agreements till placement of order.	Set	1						
2.2	Total lumpsum on FOR basis inclusive of all prevailing taxes, duties and other levies for SUPPLY OF MANDATORY SPARES (as per ANNEXURE- I) and as per BHEL NIT & tender technical specification as specified above, amendment & agreements till placement of order.	Lot	1						

Particulars of bidder / authorised representative

Name	**Designation**	**Signature**	**Date**	**Company Seal**	

Arjun Srivastava

अर्जुन श्रीवास्तव/ARJUN SRIVASTAVA
वरिष्ठ अभियंता (पी.जी.-1)/ Sr. Engineer (PG-1)
भारत हैवी इलेक्ट्रिकल्स लिमिटेड/Bharat Heavy Electricals Ltd.
पावर सेक्टर-परियोजना इंजीनियरिंग प्रबंधन
Power Sector-Project Engineering Management
प्लाट नं.-25, सैक्टर-16ए, नोएडा-201 301
Plot No. 25, Sector-16A, Noida-201 301

Rev-00

PRICE FORMAT ANNEXURE-I

NAME OF PROJECT: 1X800 MW Dr. NTTPS VIJAYWADA STAGE-V

NAME OF PACKAGE:CHEMICAL DOSING SYSTEM: LIST OF MANDATORY SPARES

ENQUIRY REF. No: PE/PG/APP/E-5546/2017 Dt:03.04.2017

TECHNICAL SPECIFICATION: PE-TS-419-154-A001

S. N.	Description	QTY	Unit Ex-Works Price (duly packed) INR	Total EX-Works Prices (duly packed) INR	Excise duty @......% of total EX-Works	CST @.......% against C-form &EI/EII forms OR VAT @....% (INR)	Freight Charges including service tax @.....% of Total Ex-works	Total FOR Site prices (INR)
1	Chemical Dosing Pumps (Each Type & Duty)							
1.1	Piston Ring (Guide Ring)	2 Sets for each type and Duty of Pump						
1.2	Piston (Plunger)	2 Sets for each type and Duty of Pump						
1.3	Seals and other Wear out Part	2 Set for each type and Duty of Pump						
1.4	Complete Set of Bearings	1 Set for each type and Duty of Pump						
1.5	Crank Shaft	2 Set for each type and Duty of Pump						
1.6	Cross Head Assembly	2 Set for each type and Duty of Pump						
1.7	Conneting Rod Plate	2 Set for each type and Duty of Pump						
1.8	Complete Set of Valves	10% of the total quantity used for each unit for each type and Size or Minimum 2 No. whichever is higher						
1.9	Strainer	1 No. for each type, size and duty.						
2	Electrical Items							
2.1	Complete Set of Motor	1 No. for each application						
3	C&I Items							
3.1	Transmitters/ Gauges/Switches etc. along with relevant accessories	5 % of total or at least two (whichever is higher) for each type, size, model & instrument range along with accessories.						

Note: Mandatory spares listed above is bare minimum requirement. In case any additional mandatory spares requirement is covered elsewhere in the tender technical specification, same shall be deemed to have been covered in bidders scope of supply.

Particulars of bidder / authorised representative

Name	**Designation**	**Signature & Company Seal**		**Date**

Arjun Srivastava

अर्जुन श्रीवास्तव/ARJUN SRIVASTAVA
वरिष्ठ अभियंता (पी.जी.-1)/ Sr. Engineer (PG-1)
भारत हैवी इलेक्ट्रिकल्स लिमिटेड/Bharat Heavy Electricals Ltd.
पावर सेक्टर-परियोजना इंजीनियरिंग प्रबंधन
Power Sector-Project Engineering Management
प्लॉट नं.-25, सैक्टर-16ए, नोएडा-201 301
Plot No. 25, Sector-16A, Noida-201 301

Rev-00

PRICE FORMAT

NAME OF PROJECT:	**1X800 MW APPDCL KRISHNAPATNAM STAGE-II**
NAME OF PACKAGE:	**CHEMICAL DOSING SYSTEM**
ENQUIRY REF. No:	**PE/PG/APP/E-5546/2017 Dt:03.04.2017**
TECHNICAL SPECIFICATION:	**PE-TS-420-154-A001**

S. No.	Description	UNIT	QTY	Unit Ex-Works Price (duly packed) INR	Total Ex-Works Prices (duly packed) INR	Excise duty @......% of total Ex-Works	CST @.......% against C-form &EI/EII form OR VAT @....% (INR)	Freight Charges including service tax @.....% of Total Ex-works	Total FOR Site prices (INR)
1.0	Total lump sum firm price for design, engineering, manufacture, fabrication, assembly, supply, inspection / testing at vendor's & sub-vendor's works, painting, **mandatory spares**, startup and commissioning spares, special tools and tackles (as applicable), forwarding, proper packing, shipment and delivery at site, preparation and submission of drawing /documents & euipment / system guarantee etc. inclusive of all prevailing taxes, duties and other levies for the package specified above for above mentioned project to the end customer complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification no. as specified above, amendment & agreements till placement of order.	Set	1						
2.0	**MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE.**								
2.1	Total lump sum firm price for design, engineering, manufacture, fabrication, assembly, supply, inspection / testing at vendor's & sub-vendor's works, painting, startup and commissioning spares, special tools and tackles (as applicable), forwarding, proper packing, shipment and delivery at site, preparation and submission of drawing /documents & euipment / system guarantee etc. inclusive of all prevailing taxes, duties and other levies for the package specified above for above mentioned project to the end customer complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification no. as specified above, amendment & agreements till placement of order.	Set	1						
2.2	Total lumpsum on FOR basis inclusive of all prevailing taxes, duties and other levies for SUPPLY OF MANDATORY SPARES (as per ANNEXURE- I) and as per BHEL NIT & tender technical specification as specified above, amendment & agreements till placement of order.	Lot	1						

Particulars of bidder / authorised representative

Name	**Designation**	**Signature**	**Date**	**Company Seal**

Arjun Srivastava

अर्जुन श्रीवास्तव/ARJUN SRIVASTAVA
वरिष्ठ अभियंता (पी.जी.-I)/ Sr Engineer (PG-1)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड/Bharat Heavy Electricals Ltd.
पावर सेक्टर-परियोजना इंजीनियरिंग प्रबंधन
Power Sector-Project Engineering Management
प्लॉट नं.-25, सैक्टर-16ए, नोएडा-201 301
Plot No. 25, Sector-16A, Noida-201 301

PRICE FORMAT ANNEXURE-I									
NAME OF PROJECT: 1X800 MW APPDCL KRISHNAPATNAM STAGE-II									
NAME OF PACKAGE:CHEMICAL DOSING SYSTEM: LIST OF MANDATORY SPARES									
ENQUIRY REF. No: PE/PG/APP/E-5546/2017 Dt:03.04.2017									
TECHNICAL SPECIFICATION: PE-TS-420-154-A001									
S. N.	**Description**	**QTY**	**Unit Ex-Works Price (duly packed) INR**	**Total EX-Works Prices (duly packed) INR**	**Excise duty @......% of total EX-Works**	**CST @.......% against C-form &EI/EII forms OR VAT @....% (INR)**	**Freight Charges including service tax @.....% of Total Ex-works**	**Total FOR Site prices (INR)**	
1	Chemical Dosing Pumps (Each Type & Duty)								
1.1	Piston Ring (Guide Ring)	2 Sets for each type and Duty of Pump							
1.2	Piston (Plunger)	2 Sets for each type and Duty of Pump							
1.3	Seals and other Wear out Part	2 Set for each type and Duty of Pump							
1.4	Complete Set of Bearings	1 Set for each type and Duty of Pump							
1.5	Crank Shaft	2 Set for each type and Duty of Pump							
1.6	Cross Head Assembly	2 Set for each type and Duty of Pump							
1.7	Conneting Rod Plate	2 Set for each type and Duty of Pump							
1.8	Complete Set of Valves	10% of the total quantity used for each unit for each type and Size or Minimum 2 No. whichever is higher.							
1.9	Strainer	1 No. for each type, size and duty.							
2	Electrical Items								
2.1	Complete Set of Motor	1 No. for each application							
3	C&I Items								
3.1	Transmitters/ Gauges/Switches etc. along with relevant accessories	5 % of total or at least two (whichever is higher) for each type, size, model & instrument range along with accessories.							
Note: Mandatory spares listed above is bare minimum requirement. In case any additional mandatory spares requirement is covered elsewhere in the tender technical specification, same shall be deemed to have been covered in bidders scope of supply.									
Particulars of bidder / authorised representative									
	Name	**Designation**	**Signature & Company Seal**			**Date**			

ArjunSrivastava
अर्जुन श्रीवास्तव/ARJUN SRIVASTAVA
वरिष्ठ अभियंता (पी.जी.-1)/ Sr Engineer (PG-1)
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Power Sector-Project Engineering Management
प्लॉट नं.-25, सेक्टर-16ए, नोएडा-201 301
Plot No. 25, Sector-16A, Noida-201 301

BHEL-PEM-MAUX
PRE-QUALIFICATION CRITERIA

भेल BHEL	PACKAGE: CHEMICAL DOSING SYSTEM	PE-PQ-999-154-A001	
		DATE	29/04/2016
	PRE-QUALIFICATION REQUIREMENT.	REV NC	00

1.0	Supplier should have capabilities for design/ manufacture and having in-house/ out-sourced facility for testing of Chemical Dosing System.
2.0	The supplier has to submit either of following supporting documents meeting above mentioned pre-qualifying requirement a. Copy of minimum one (1) performance certificate in English from end user along with copy of related Purchase Order (PO) or letter of intent (LOI) or letter of award (LOA) or work order (WO) specifying that the product/ equipment is running successfully for one (1) year from date of commissioning meeting the minimum pre-qualifying requirement. OR b. Minimum two PO/ LOI /LOA/ WO placed with a minimum gap of six (6) months from same purchaser meeting the minimum pre-qualifying requirement. OR c. Minimum one PO/ LOI /LOA/ WO after commissioning of first order from same purchaser meeting the minimum pre-qualifying requirement. OR d. In case, vendor has executed contract (s) for BHEL-PEM, internal assessment by BHEL-PEM shall be followed for evaluation for satisfactory performance. For this, vendor to submit the request along-with relevant documents. OR e. Minimum three customer's/ third party's inspection reports/ test certificates/commissioning certificates meeting the minimum pre-qualifying requirement.
3.0	Minimum two (2) nos. Purchase orders, shall be submitted which should not be more than ten (10) years old as on date of bid submission, for establishing continuity in business.

Supplier to comply general points of PQR available at http://bhelpem.com/vensection/pmd/pmd.aspx
in case supplier is not OEM, the offer shall be evaluated as per point no 1 of general PQR.

06/05/16 — Prepared by

6/5/2016 — Reviewed by

06/05/2016 — Approved by

S K Bhaumik
6/5/2016

Annexure-'A'

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.......................dated ....[3] valued at Rs...........[4] (Rupees ---------------------)/FC.................(in words..........) for ....[5] (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 the ....bank 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 the ....[7]we 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 to ....[9]
c) Unless the Bank is served a written claim or demand on or before ____________[10] 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.

परियोजना इंजीनियरिंग प्रबंधन
Project Engineering Management

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
(भारत सरकार का उपक्रम)
Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)

बीएचईएल
BHEL

Rev00
Dt 17/12/16

SPECIAL CONDITIONS OF CONTRACT

FOR 1 X 800 MW APPDCL KRISHNAPATTNAM STAGE-II

These Conditions shall be read in conjunction with General Condition of Contract (GCC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.

1.0	**Project Name**	SDSTPS STAGE-II, Unit-3 (1X 800 MW) KRISHNAPATNAM
2.0	**Ultimate Customer**	Andhra Pradesh Power Development Company Ltd.
3.0	**Location of Plant**	**Location:** At KRISHNAPATTANAM, NELLORE District, Andhra Pradesh, India **Access by:** **Nearest Railway Station:** Nellore 19.6 km., Venkatachalam RS (23 km). **Nearest Airport:** Chennai (170 km). **Nearest sea port:** Krishnapattanam Sea Port. **Access by road:** 19.6 KM from Nellore. 300KM from Hyderabad. **Availability of Land:** Within existing Thermal Power Station 14o 20' 40"N Latitude 800 07' 35" E Longitude **Elevation above MSL:** 66 ft.
4.0	**Consignee Address / BHEL Site Office Address**	Construction Manager, BHEL Site Office SDSTPS Stage-II, Nelaturu (V), Muthukuru(M) SPSR, Nellore Dist. A.P-524344.
	Notes:	1. Consignee address in **LR** should be strictly as per Sl. No. 04. 2. **Consignee in Invoice** shall be Divisional Engineer, (Store & Services), APPDCL, SDSTPS, Stage-II, Nellore Dist. A.P-524344. 3. **Buyer in Invoice** will be BHEL-PEM, NOIDA. 4. Vendor to note that to effect "Sale in Transit", BHEL shall issue "Delivery order" in the name of Transporter for transferring the ownership from BHEL to customer (APPDCL). 5. Original Consignee LR (After mentioning net & gross weight) must be submitted/handed over to BHEL site office. Delivery note shall be carried by transporter along with other dispatch documents.
5.0	**Buyer and Paying Authority**	A) **For Inter-State sales (where CST is applicable):** 1. **BHEL,PEM, Noida**:- For those packages, for which PO is placed by BHEL, PEM, Noida. 2. **BHEL-PSSR, Chennai:-** For those packages, for which PO is placed by BHEL-PSSR & LOA/LOI is issued by BHEL-PEM, Noida. B) **For Intra-state(Local) Supplies(where VAT is applicable)**:-- 1.,) **BUYER**- Please refer Annexure-I 2.) **PAYING AUTHORITY**: BHEL PEM, NOIDA
6.0	**Mode of Dispatch**	By Road, freight Pre-Paid Basis. **Rail/train freight is not available.**
7.0	**Road Permit Required**	Online road permit is required for this project. Prescribed format (to be provided at execution stage) duly filled up by the vendor to be submitted to BHEL PEM for arranging road permit from customer.
8.0	**Transit Insurance**	In BHEL Scope. Vendor shall inform the following details of dispatches to the Underwriter (refer details below) under intimation to BHEL-PEM and BHEL Site office: (1) Policy No. (2) Consignee Name. (3) Consignment Details (items description with their weights, Qty and value (in INR)). (4) Project Name and P.O. No. (5) LR No. and date, Despatch origin and destination details, Inv. No.
	Policy No.	To be provided later
	Name of the Insurance Company details	-----Later---------

	Prepared By	Checked & Reviewed By	Vetted By Finance	Approved By
Name:	P. GAUTAM/A. SHARMA	V. BANSWAL		PRADIP GUPTA
Designation:	Sr. Engr	DGM		AGM& DH
Signature:		Vikas Banswal	17/12/16	17/12/2016
Date:	17/12/16			

9.0	**BHEL-PEM TIN No.**	09765702874
10.0	**APPDCLCST & VAT Nos.**	APPDCL TIN - 37811330199 APPDCL ST. No. – AAFCA6825RST001 APPDCL PAN No. - AAFCA6825R
11.0	**Unloading at site, Storage at site & Movement of Material within Site**	- By BHEL site office for Supply packages. (The Vendor shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL site contractor). - By Vendor for Turnkey i.e. Supply and Erection & Commissioning Packages. **Notes:** Please note that unloading of material at site can take at least 3-4 days. As such, transporters to be advised suitably before dispatch of material in this regard. Also, no claim on account of delay in unloading before this period shall be entertained. Prior intimation as mentioned in SNo 08 above is solicited.
12.0	**Inspection Agency**	Vendor shall give inspection call in line with approved QP/Customer Hold Points to Regional BHEL-CQS center / Third Party Inspection Agency (as informed by PEM) on "BHEL CQS Website"; with a copy of inspection call to BHEL-PEM for arranging APPDCL/Third Party participation (Wherever applicable), with an advance notice of 15 days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by APPDCL/BHEL-PEM based on the BHEL-CQS/TPIA report OR Joint inspection report of BHEL CQS/TPIA & APPDCL (Wherever applicable).
13.0	**Documents required for payment (original+5 Sets)**	**A. For Dispatch/Supply Payment** **(i) <u>For materials originating from Indian Territory</u>** (a). Receipted LR(declaring net weight and gross weight) copy of the clean/properly visible lorry receipt. (b). Supplier invoices along with documentary evidence of excise (Paying Authority along with TIN No. should be mentioned,(**for VAT cases Annexure-I to be followed**). (c). Challan /Packing List (clearly showing number of packages/qty, gross weight and net weight). (d). APPDCL/BHEL MDCC. (e). CQIR / Inspection Reports, approved Test Certificates, if any. (f). Delivery order duly filled. (g). Guarantee Certificate. (h). Insurance Intimation letter (i). PVC Calculation and copy of all applicable indices, if PVC applicable. **(ii) <u>For materials originating from non-Indian Territory apart from above</u>** (a). Three (3) original and Four (4) copies of clean bill of lading **or** One (1) clean Original Airway Bill & Four (4) copies, in case of air freight. (b). signed Invoices (Paying Authority along with TIN No. should be Mentioned). (d). Certificate of country of origin. (e). Six (6) copies of certificate from the vendor, to effect that drawings (final/approved) and catalogues for customs clearance purpose have been kept with the packages for shipment. (f). Shipping Specification – One (1) copy. B. **<u>For Claiming Freight, MRC & Services Payments:-</u>** Refer clause no. 9.0 of GCC Rev 06.
14.0	**Material Receipt Certificate (MRC).**	**FOR Packages wherever E&C is in the scope of Vendor**, The vendor shall arrange Material Receipt Certificate from the project site, duly signed by Customer and BHEL-Site after receipt & physical verification of the material at site. **For Supply Packages**: - Shall be arranged by BHEL-PEM

	Prepared By	Checked & Reviewed By	Vetted By Finance	Approved By
Name:	P. GAUTAM/A. SHARMA	V. BANSWAL		PRADIP GUPTA
Designation:	Sr. Engr.	DGM		AGM& DH
Signature:		Vikas Banswal		
Date:	17/12/16	17.12.2016	17/12/16	17/12/2016

15.0	**Taxes & Duties** **(For Domestic Bidder)**	All bidders/vendors to note that this project is a **NON-Mega** Power Project The bidder has to indicate in their offer, the import contents/raw material (if any) for the package i.e. list of items along with qty., currency of import, country of import & CIF value. Concessional Customs duty, against Essentiality Certificate against PI (As applicable) for project imports is to be included in the offer subject to maximum CIF component. Same shall be considered for evaluation. Essentiality certificate will be provided for concessional duty against PI route. Availability of CIF for the packages, if any, shall be intimated in NIT. Concessional Sales Tax against issuance and exchange of form 'C' & 'E1/E2' / VAT, as applicable, are to be quoted by the bidder in their offer. Bidders has to note that in order to derive the total Landed Cost to BHEL at project site, following pricing elements shall be considered in evaluation: i. ED (as applicable on self-manufactured items), ii. CST/VAT (as applicable), iii. Freight (including service Tax), iv. Service tax(as applicable for supply packages) Service Tax quoted in case of Turn-Key packages shall not be considered in evaluation. VAT for Intra-state Despatch shall be paid as specified in Annexure I. Wherever cenvat credit, if applicable could not be availed by BHEL within statutory time limit of six months(as per cenvat credit rule,2014) due to delay in submission of invoices or for any other reason attributable to supplier/bidder/contractor, liability towards loss of such cenvat credit(Excise duty/service tax etc.) should be passed on to bidders/contractors.
16.0	**Taxes & Duties** **(For Order Directly to Foreign Bidders)**	In case of order on foreign Vendor, the dispatches shall be on C&F basis and the Taxes & Duties in the country of dispatch (origin) shall be borne by Foreign Bidder & to be accounted in the prices quoted to BHEL/PEM/NOIDA. The taxes & duties applicable in India, shall be borne by BHEL/PEM/NOIDA as port clearance/handling in India shall be done by BHEL-PEM/BHEL-ROD for the direct order placed by PEM to the foreign bidder. Evaluation shall be done as per provisions of GCC Rev-06.
20.0	**Commissioning spares**	The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details (to match the description given in the packing slip) to facilitate their proper identification. Three copies of packing list is to be kept inside the box and one copy in a special packet at the outer side of the Box.
21.0	**Mandatory Spares**	**Supply of spares will be separate from main supplies/items. Mandatory Spares will be required after synchronization of plant and same shall be supplied within 3 months from manufacturing clearance or within 15 days of providing MDCC (material dispatch clearance certificate) by BHEL-PEM, whichever is later.** The Mandatory spares shall be properly packed separately in separate box indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the Ultimate Customer Contract & Number per item (to match the description given in the packing slip/P.O) to facilitate their proper identification by ultimate customer M/s APPDCL. Three copies of packing list along with Manufacturing drawing no. Reference, Catalogue reference etc. is to be kept inside the box and one copy in a special packet at the outer side of the Box.
22.0	**Submission of Final Drawing / Documents along with O&M Manual, Type Test Certificates (if any)**	As per GCC/ Technical specification/ Kickoff meeting.

	Prepared By	Checked & Reviewed By	Vetted By Finance	Approved By
Name:	P. GAUTAM/A. SHARMA	V. BANSWAL		PRADIP GUPTA
Designation:	Sr. Engr.	DGM		AGM& DH
Signature:	[signature]	Vikal Banswal 17.12.2016	[signature] 17/12/16	[signature] 17/12/2016
Date:	17/12/16			

22.0	**Submission of Final Drawing / Documents along with O&M Manual, Type Test Certificates (if any)**	As per GCC/ Technical specification/ Kickoff meeting.
19.0	**Dispatch marking Packing & Identification.**	• The supplier shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling & transport by air, sea, rail and road. • All packing shall allow for easy removal and checking at site. Special precaution shall be taken to prevent rusting of steel and iron parts during transit by sea. Gas seals or other materials shall be adopted by the Contractor for protection against moisture during transit. • The number of each package in a shipment shall be shown in fraction, numerator showing number of the package and the denominator showing total number of packages in a lot / consignment. The packages number shall be generally prepared in the sequence in which they will be required for erection. All markings shall be carried out with such materials as to ensure quickness of drying, fastness and indelibility. Each equipment or parts of equipment shall, when shipped or railed or otherwise dispatched be tagged with reference to the assembly drawings and corresponding part numbers. Each bundle or package shall contain a packing note quoting specifically the name of the Contractor, the number and date of contract and the name of the office placing the contract, nomenclature of the stores and include a schedule of parts for each complete equipment giving the part numbers with reference to the assembly drawing and the quantity of each part, drawings nos. and tag numbers. • Rotor bearings should not be used as a support while packing. • Besides wherever necessary, packing shall bear a special marking "TOP","BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE",etc. • All packing cases, containers (excluding marine container), packing and other similar materials shall be new. • Notwithstanding anything stated in this clause, the Contractor shall be entirely responsible for loss, damage or depreciation or deterioration to the materials & supplies due to faulty and/or insecure packing. • One copy of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package/container for immediate reference. • Each and every package box shall be marked with the following, as a minimum: (i). Name and address of Consignee : (ii). Project reference : (iii). Contract No.: (iv). Packing No.: (1/10, 2/10, 3/10 ...... when there are 10 packages For one consignment) (v). Net Weight/Gross Weight : (vi). Port of Loading : (vii). Destination Port: Vishakhapatnam Sea Port. (viii). Packing Mark : [symbols indicating "TOP" and other special markings as per clause 10.10.(4) & 10.10.(6) above] (ix). Type of Equipment : "E" (for Equipment supply) "T" (for Tools & Tackles) "S" (for Mandatory Spares) • Two copies of packing list should be kept in case/package No. 1 of each consignment of the goods and four copies in each case (three inside the box and one copy in a special packet at the outer side of the Box). • Two copies of packing list should be kept in case/package No. 1 of each consignment of the goods and four copies in each case (three inside the box and one copy in a special packet at the outer side of the Box).

	Prepared By	Checked & Reviewed By	Vetted By Finance	Approved By
Name:	P. GAUTAM/A. SHARMA	V. BANSWAL	Checked w.r.t. taxes & duties only.	PRADIP GUPTA
Designation:	Sr. Engr.	DGM		AGM& DH
Signature:		Vikas Banswal 17.12.2016	17/12/16	17/12/2016
Date:	17/12/16			

Annexure-I

SPECIAL CONDITIONS OF CONTRACT (REV 00)

FOR 1 X 800 MW SDTPS Krishnapattnam,Stage-II STPP, Job No. 420

In order to avail the benefit of input tax credit available to BHEL in case of VAT leviable on intra-state transaction between BHEL and vendor, & to fulfill the compliances as per requirements of applicable State's VAT law, the following modality shall be applicable:

BHEL has identified a nodal agency in each State to take care of VAT compliances in the State in which project is located. For the subject project nodal agency shall be:

BHEL, HPEP, RC Puram Hyderabad, Medak- 502 032
VAT TIN No. 36360151179.

Nodal agency is defined as Buyer in such cases, where VAT is applicable.

Vendors' original tax invoice for intra State transactions is one of important documents for availing Input Tax credit. In this regard the following may be noted by all vendors for strict compliance:

- As a general rule, a tax invoice must be original, must contain vendor's TIN No with full address, invoice no & date, product description with unit rate, quantity, value, VAT rate, VAT amount, gross value of bill, **buyer i.e. BHEL address with TIN No**, (as given above) special marking like "Original" and/or "valid for input credit"/ Buyer can take credit against this" etc as per applicable State VAT law.
- Please note that BHEL's address and TIN to be mentioned in vendors tax invoice shall be **principal place of business & applicable TIN No. of nodal agency of BHEL, as given above. In no case the vendors, invoices shall be addressed to BHEL PEM nor shall they contain our TIN as buyer.**
- As original tax invoice of vendors are to be furnished to nodal unit for assessment/VAT audit purposes, extra copy of Original invoice is required to be submitted by vendors for retaining with bank payment voucher.
- Original tax invoice along with extra copy of Original Tax invoice in line with respective state VAT law shall be essential document to be submitted by vendor for claiming payment.
- Vendor shall also furnish a certificate/statement/document as prescribed under applicable State VAT law. Please note that some of the States requires additional certificate/documents e.g. Haryana requires certificate in form C-4 in addition to original tax invoice.
- Please note that reimbursement/payment of VAT shall be subject to furnishing of Vat complaint tax invoice and other certificate/document as per applicable State VAT law.
- Tax invoice must show Vat rate & VAT amount separately and in no case all inclusive prices is to be shown in the tax invoice since input credit is not admissible in case VAT is not indicated separately.
- In case vendor is unable to furnish Vat compliant tax invoice & other certificate/document, VAT shall not be reimbursed by BHEL.
- Where the supplies are made from within the same state where the project is located, the vendor has to provide VAT tax invoice for such supplies even if the price quoted is all inclusive.

	Prepared By	Checked & Reviewed By	Vetted By Finance	Approved By
Name:	P. GAUTAM/A. SHARMA	V. BANSWAL		PRADIP GUPTA
Designation:	Sr. Engr.	DGM		AGM& DH
Signature:	[signature]	Vikas Banswal 17.12.2016	[signature]	[signature] 17/12/2016
Date:	17/12/16		17/12/16	

SPECIAL CONDITIONS OF CONTRACT

FOR 1 X 800 MW DR. NTTPS STAGE-V, UNIT-8 VIJAYAWADA

These Conditions shall be read in conjunction with General Condition of Contract (GCC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.

1.0	**Project Name**	1 X 800 MW Dr. NTTPS Stage-V, Unit-8, Vijayawada
2.0	**Ultimate Customer**	Andhra Pradesh Power Generation Corporation Ltd. (APGENCO)
3.0	**Location of Plant**	**Location:** At Ibrahimpatnam, Krishna District, Andhra Pradesh near Vijaywada **Access by:** **Nearest Railway Station:** Kondapalli, 3KMs **Nearest Airport:** Vijaywada (16kms) Hyderabad (285kms). **Access by road:** 16 km on the north side of Vijaywada city 285 km from Hyderabad. **Availability of Land:** Existing Setup :- The proposed Thermal Power Plant will be installed adjacent to the existing 1x500 MW Unit-7 of Dr. Narla Tata Rao Thermal Power Station.
4.0	**Consignee Address / BHEL Site Office Address**	Construction Manager, BHEL Site Office Dr. NTTPS Stage-V Ibrahimpatnam, Krishna District, Andhra Pradesh-521456.
	Notes:	1. **Consignee address** in **LR** should be strictly as per Sl. No. 04. 2. **Consignee in Invoice** should be Divisional Engineer, (Store & Services), Dr. NTTPS Stage-V, APGENCO, Ibrahimpatnam, Krishna District, Andhra Pradesh-521456 and **Buyer** will be BHEL-PEM, NOIDA. 3. **Buyer in Invoice** will be BHEL-PEM, NOIDA. 4. Vendor to note that to effect "Sale in Transit", BHEL shall issue **"Delivery order"** in the name of Transporter for transferring the ownership from BHEL to customer (APGENCO). 5. Original Consignee LR/RR (After mentioning net & gross weight) must be submitted/handed over to BHEL site office. Delivery note shall be carried by transporter along with dispatch documents for each consignment.
5.0	**Buyer and Paying Authority**	A) **For Inter-State sales (where CST is applicable):** 1. **BHEL, PEM, Noida**:- For those packages, for which PO is placed by BHEL, PEM, Noida. 2. **BHEL-PSSR, Chennai**:- For those packages, for which PO is placed by BHEL-PSSR & LOA/LOI is issued by BHEL-PEM, Noida. B) **For Intra-state(Local) Supplies(where VAT is applicable**:-- Please refer Annexure-I
6.0	**Mode of Dispatch**	By Road, freight Pre-Paid Basis. **Rail/train freight is not available.**
7.0	**Road Permit Required**	Road Permit is applicable in A.P and will be arranged by BHEL-PEM based on details, which shall be provided by vendor.
8.0	**Transit Insurance**	In BHEL Scope. Vendor shall inform the following details of dispatches to the Underwriter (refer details below) under intimation to BHEL-PEM and BHEL Site office: (1) Policy No. (2) Consignee Name. (3) Consignment Details (items description with their weights, Qty and value (in INR)). (4) Project Name and P.O. No. (5) LR No. and date, Despatch origin and destination details, Inv. No.
	Policy No.	To be provided later.
	Name of the Insurance Company details	To be provided later.

	Prepared By	Checked & By	Reviewed By	Vetted By Finance	Approved By
Name:	Ashutosh Sharma	Prateek GAUTAM	Vikas BANSWAL	Swati Kashyap	PRADIP GUPTA
Designation:	Sr. Er.	Sr. Engr.	DGM		AGM& DH
Signature:	Ashutosh Sharma	[signature]	Vikas Banswal	[signature]	[signature]
Date:	08/09/16	8/9/16	08/9/2016	22/9/16	26/09/2016

9.0	**BHEL-PEM TIN No.**	09765702874
10.0	**APGENCO CST & VAT Nos.**	APGENCO CST No. - JT/07/1/1839/99-2000 dated 9.4.99 APGENCO TIN - 28280126964 APGENCO TAN No. - Later APGENCO PAN No. - Later
11.0	**Unloading at site, Storage at site & Movement of Material within Site**	- By BHEL site office for Supply packages. (The Vendor shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL site contractor). - By Vendor for Turnkey i.e. packages wherein Erection & Commissioning is in vendor's scope.
12.0	**Inspection Agency**	Vendor shall give inspection call in line with approved QAP/Customer Hold Points to Regional BHEL-CQS center / Third Party Inspection Agency (as informed by PEM) on "BHEL CQS Website"; with a copy of inspection call to BHEL-PEM for arranging APGENCO/Third Party participation (Wherever applicable), with an advance notice of 15 days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by APGENCO based on the BHEL-CQS/TPIA report OR Joint inspection report of BHEL CQS/TPIA & APGENCO (Wherever applicable).
13.0	**Documents required for payment (original+5 Sets)**	**A. For Dispatch/Supply Payment** **(i) <u>For materials originating from Indian Territory</u>** (a). Receipted L.R. (declaring net weight and gross weight) copy of the clean/properly visible rail/lorry receipt. (b). Supplier invoices along with documentary evidence of excise(Paying Authority along with TIN No. should be mentioned, **for VAT cases Annexure-I to be followed**). (c). Challan /Packing List (clearly showing number of packages/qty, gross weight and net weight). (d). APGENCO/BHEL MDCC. (e). CQIR / Inspection Reports, approved Test Certificates, if any. (f). Delivery order duly filled. (g). Guarantee Certificate. (h). Insurance Intimation letter (i). PVC Calculation and copy of all applicable indices, if PVC applicable. **(ii) <u>For materials originating from non-Indian Territory apart from above</u>** (a). Three (3) original and Seven (4) copies of clean bill of lading **or** One (1) clean Original Airway Bill & Four (4) copies, in case of air freight. (b). signed Invoices (Paying Authority along with TIN No. should be Mentioned). (d). Certificate of country of origin. (e). Six (6) copies of certificate from the vendor, to effect that drawings (final/approved) and catalogues for customs clearance purpose have been kept with the packages for shipment. (f). Shipping Specification – One (1) copy. B. **<u>For Claiming Freight, MRC & Services Payments:-</u>** Refer clause no. 9.0 of GCC Rev 06.
14.0	**Material Receipt Certificate (MRC).**	**FOR Packages wherever E&C is in the scope of Vendor,** The vendor shall arrange Material Receipt Certificate from the project site, duly signed by Customer and BHEL-Site after receipt & physical verification of the material at site. **For Supply Packages**: - Shall be arranged by BHEL-PEM. However for items not billable to penultimate customer, Receipted LR in original shall be considered as MRC.

Vetted w.r.t taxes & duties

	Prepared By	Checked & By	Reviewed By	Vetted By Finance	Approved By
Name:	Ashutosh Sharma	Prateek GAUTAM	Vikas BANSWAL	S. Rashogi	PRADIP GUPTA
Designation:	Sr. Er.	Sr. Engr.	DGM		AGM& DH
Signature:	Ashutosh Sharma	[signature]	Vikas Banswal	[signature]	Pgupta
Date:	08/09/16	8/9/16	08/9/2016	26/09/16	26/09/2016

15.0	**Taxes & Duties** **(For Domestic Bidder)**	All bidders/vendors to note that this project is a **NON-Mega** Power Project • If mentioned in NIT, the bidder has to indicate in their offer, the import contents/raw material (if any) for the package i.e. list of items along with qty., currency of import, country of import & CIF value. • Concessional Customs duty, against Essentiality Certificate (As applicable) for project imports is to be included in the offer subject to maximum CIF component. Same shall be considered for evaluation. If mentioned in NIT, Essentiality certificate will be provided for concessional custom duty on PI basis. Availability of CIF for the packages, if any, shall be intimated in NIT. • Concessional Sales Tax against issuance and exchange of form 'C' & 'E1/E2' / VAT, as applicable, are to be quoted by the bidder in their offer. Same shall be considered for evaluation. Bidders has to note that in order to derive the total Landed Cost to BHEL at project site, following pricing elements shall be considered in evaluation: i. ED (as applicable on self-manufactured items), ii. CST/VAT (as applicable), iii. Freight (including service Tax), iv. Service tax(as applicable for supply packages) • Service Tax quoted in case of Turn-Key packages shall not be considered in evaluation. • VAT for Intra-state despatch shall be paid as specified in Annexure I. Wherever cenvat credit is applicable and could not be availed by BHEL within statutory time limit of six months(as per cenvat credit rule,2014) due to delay in submission of invoices or for any other reason attributable to supplier/bidder/contractor, liability towards loss of such cenvat credit(Excise duty/service tax etc.) shall be passed on to bidders/contractors.
16.0	**Taxes & Duties** **(For Order Directly to Foreign Bidders)**	In case of order on foreign Vendor, the dispatches shall be **on C&F/ CIF basis (Indian Port)** and the Taxes & Duties in the country of dispatch (origin) shall be borne by Foreign Bidder & to be accounted in the prices quoted to BHEL/PEM/NOIDA. The taxes & duties applicable in India, shall be borne by BHEL/PEM/NOIDA as port clearance/handling in India shall be done by BHEL-PEM/BHEL-ROD for the direct order placed by PEM to the foreign bidder. Evaluation shall be done as per provisions of GCC Rev-06.
17.0	**Commissioning spares**	The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details (to match the description given in the packing slip) to facilitate their proper identification. Three copies of packing list is to be kept inside the box and one copy in a special packet at the outer side of the Box.
18.0	**Mandatory Spares**	**Supply of spares will be separate from main supplies/items. Mandatory Spares will be required after synchronization of plant and same shall be supplied within 3 months from manufacturing clearance. The dates for supply of Mandatory Spares shall be provided** Separately. The Mandatory spares shall be properly packed separately in separate box indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the Ultimate Customer Contract & Number per item (to match the description given in the packing slip/P.O) to facilitate their proper identification by ultimate customer M/s APGENCO. Three copies of packing list along with Manufacturing drawing no. Reference, Catalogue reference etc. is to be kept inside the box and one copy in a special packet at the outer side of the Box.
20.0	**Submission of Final Drawing / Documents along with O&M Manual, Type Test Certificates (if any)**	As per GCC/ Technical specification/ Kickoff meeting/BHEL Email.

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	Prepared By	Checked & By	Reviewed By	Vetted By Finance	Approved By
Name:	Ashutosh Sharma	Prateek GAUTAM	Vikas BANSWAL	Swati Rastogi	PRADIP GUPTA
Designation:	Sr. Er.	Sr. Engr.	DGM		AGM& DH
Signature:	Ashutosh Sharma	[signature]	Vikas Banswal	[signature]	[signature]
Date:	08/09/16	08/9/16	08/9/2016		26/09/2016

21.0	**Dispatch marking Packing & Identification.**	• The supplier shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling & transport by air, sea, rail and road. • All packing shall allow for easy removal and checking at site. Special precaution shall be taken to prevent rusting of steel and iron parts during transit by sea. Gas seals or other materials shall be adopted by the Contractor for protection against moisture during transit. • The number of each package in a shipment shall be shown in fraction, numerator showing number of the package and the denominator showing total number of packages in a lot / consignment. The packages number shall be generally prepared in the sequence in which they will be required for erection. All markings shall be carried out with such materials as to ensure quickness of drying, fastness and indelibility. Each equipment or parts of equipment shall, when shipped or railed or otherwise dispatched be tagged with reference to the assembly drawings and corresponding part numbers. Each bundle or package shall contain a packing note quoting specifically the name of the Contractor, the number and date of contract and the name of the office placing the contract, nomenclature of the stores and include a schedule of parts for each complete equipment giving the part numbers with reference to the assembly drawing and the quantity of each part, drawings nos. and tag numbers. • Rotor bearings should not be used as a support while packing. • Besides wherever necessary, packing shall bear a special marking "TOP","BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE",etc. • All packing cases, containers (excluding marine container), packing and other similar materials shall be new. • Notwithstanding anything stated in this clause, the Contractor shall be entirely responsible for loss, damage or depreciation or deterioration to the materials & supplies due to faulty and/or insecure packing. • One copy of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package/container for immediate reference. • Each and every package box shall be marked with the following, as a minimum: (i). Name and address of Consignee : (ii). Project reference : (iii). Contract No.: (iv). Packing No.: (1/10, 2/10, 3/10 ...... when there are 10 packages For one consignment) (v). Net Weight/Gross Weight : (vi). Port of Loading : (vii). Destination Port: Vishakhapatnam Sea Port. (viii). Packing Mark : [symbols indicating "TOP" and other special markings as per clause 10.10.(4) & 10.10.(6) above] (ix). Type of Equipment : "E" (for Equipment supply) "T" (for Tools & Tackles) "S" (for Mandatory Spares) • Two copies of packing list should be kept in case/package No. 1 of each consignment of the goods and four copies in each case (three inside the box and one copy in a special packet at the outer side of the Box). • Two copies of packing list should be kept in case/package No. 1 of each consignment of the goods and four copies in each case (three inside the box and one copy in a special packet at the outer side of the Box).

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Name:	Ashutosh Sharma	Prateek GAUTAM	Vikas BANSWAL		PRADIP GUPTA
Designation:	Sr. Er.	Sr. Engr.	DGM	S. Raghav	AGM& DH
Signature:	Ashutosh Sharma	[signature]	VikasBanswal	[signature]	[signature]
Date:	08/09/16	08/09/16	08/9/2016		26/09/2016

परियोजना इंजीनियरिंग प्रबंधन
Project Engineering Management

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
(भारत सरकार का उपक्रम)
Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)

बीएचई एल
BHEL

Rev00
Dt 08/09/16

Annexure-I

SPECIAL CONDITIONS OF CONTRACT (REV 00)

FOR 1 X 800 MW DR. NTTPS STAGE-V, UNIT-8 VIJAYAWADA Job No. 419

In order to avail the benefit of input tax credit available to BHEL in case of VAT leviable on intra-state transaction between BHEL and vendor, & to fulfill the compliances as per requirements of applicable State's VAT law, the following modality shall be applicable:

BHEL has identified a nodal agency in each State to take care of VAT compliances in the State in which project is located. For the subject project nodal agency shall be:

BHEL, HPEP, RC Puram Hyderabad, Medak- 502 032
VAT TIN No. 36360151179.

Nodal agency is defined as Buyer in such cases, where VAT is applicable.

Vendors' original tax invoice for intra State transactions is one of important documents for availing Input Tax credit. In this regard the following may be noted by all vendors for strict compliance:

- As a general rule, a tax invoice must be original, must contain vendor's TIN No with full address, invoice no & date, product description with unit rate, quantity, value, VAT rate, VAT amount, gross value of bill, **buyer i.e. BHEL address with TIN No**, (as given above) special marking like "Original" and/or "valid for input credit"/ Buyer can take credit against this" etc as per applicable State VAT law.
- Please note that BHEL's address and TIN to be mentioned in vendors tax invoice shall be **principal place of business & applicable TIN No. of nodal agency of BHEL, as given above. In no case the vendors, invoices shall be addressed to BHEL PEM nor shall they contain our TIN as buyer.**
- As original tax invoice of vendors are to be furnished to nodal unit for assessment/VAT audit purposes, extra copy of Original invoice is required to be submitted by vendors for retaining with bank payment voucher.
- Original tax invoice along with extra copy of Original Tax invoice in line with respective state VAT law shall be essential document to be submitted by vendor for claiming payment.
- Vendor shall also furnish a certificate/statement/document as prescribed under applicable State VAT law. Please note that some of the States requires additional certificate/documents e.g. Haryana requires certificate in form C-4 in addition to original tax invoice.
- Please note that reimbursement/payment of VAT shall be subject to furnishing of Vat complaint tax invoice and other certificate/document as per applicable State VAT law.
- Tax invoice must show Vat rate & VAT amount separately and in no case all inclusive prices is to be shown in the tax invoice since input credit is not admissible in case VAT is not indicated separately.
- In case vendor is unable to furnish Vat compliant tax invoice & other certificate/document, VAT shall not be reimbursed by BHEL.
- Where the supplies are made from within the same state where the project is located, the vendor has to provide VAT tax invoice for such supplies even if the price quoted is all inclusive.

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Name:	Ashutosh Sharma	Prateek GAUTAM	Vikas BANSWAL		PRADIP GUPTA
Designation:	Sr. Er.	Sr. Engr.	DGM		AGM& DH
Signature:	Ashutosh Sharma	[illegible]	Vikas Banswal	[illegible]	[illegible]
Date:	08/09/16	8/9/16	08/9/2016	22/09/16	26/09/2016