



Ref. Enquiry No.: PE/PG/RTC/E-5999/2018

Dated: 19.07.2018

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
04.08.2018
BY 02:00PM

SUBJECT: TENDER ENQUIRY FOR RATE CONTRACT OF DEBRIS FILTER AS PER TECHNICAL SPECIFICATION NO. PE-TS-RC-165-N003 (REV 0)

OUR REF: TENDER ENQUIRY NO: PE/PG/RTC/E-5999/2018, DTD-19.07.2018

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.abcpocure.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	DEBRIS FILTER - Refer Technical specification no PE-TS-RC-165-N003 for detailed description.	As per BOQ cum price schedule in Annexure-I & IA) cumulative for the Prospective Projects as per Annexure-IV	For Main Supply- Six (06) months from Drgs. /docs. Approval in CAT-I issued by BHEL. Successful bidder to make 1st submission of drawing/docs as per list mentioned in clause 10.0, Section IA of Technical Specification-PE-TS-RC-165-N003, taking care of all the comments of BHEL. Any deficiency in documents submitted w.r.t. agreed specification/ comments from BHEL shall be treated as non-submission and no. of days delay in submission of complete documents during approval process, on account of this, would be reduced from the delivery. The vendor shall be responsible for getting approval from BHEL as early as possible and BHEL will support the process, in full, within above time frame and terms & conditions. For Services at Site (Installation Check, Commissioning, Trail Run and PG Testing): Vendor to depute their representative to site for carrying out above activities within two weeks of intimation by BHEL, subject to site readiness, failing which LD @ 0.5% per week or part thereof of total contract value for Services at Site for that project shall be levied limited to 10% of contract value for Services at Site. For Mandatory Spares: Mandatory Spares to be delivered within 04 months from manufacturing clearance. Separate dispatch/ manufacturing clearance will be issued for Mandatory Spares.

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.

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(OFF) 0120-4213591, 9911170053

Regd. Office:
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Note: -

1. Please note that Part Supplies offered for tender BOQ shall disqualify the bidder's offer.
2. Documents and Credential as per Technical PQR, Techno Commercial Bids and Price Bids should be uploaded on the e-procurement portal.

Please refer GCC Rev-06 & Corrigenda to GCC Rev 06 which is available on www.bhelpem.com. You are requested to kindly download the same.

1. Rate contract is proposed for two (2) years (with a provision for further extension after review on mutual consent) in the ratio of 70:30 value wise at L1 FOR SITE price for this package.
2. Evaluation will be done on overall L1 (Total cost to BHEL excluding GST) basis with necessary loading as applicable.
3. Rate Contract is proposed to be finalized on total lump sum basis. However, there is % allocation weightage against BOQ quantity of each item which shall be used for arriving at price break up and same will also ensure that item rates of L1 bidder will be lowest for each items compared with other bidders' rate.
4. Bidders to note the the following: -
 - a) Rate contract shall be decided on the basis of grand Total Ex works price & Freight Charges of Total BOQ of Debris Filter as listed in Annexure-I.
 - b) Though evaluation is proposed on Ex Works + Freight, but there is % allocation weight age against BOQ quantity of each item which shall be used for arriving at price break up. Indigenous Bidders need to give only their total ex works price for given BOQ of Main Supply for respective BOQ at the specific cells ("X" or "M" whichever is applicable) that has been kept opened in the price schedule available in the e-procurement portal (i.e. sl. no. A.4 column no. 8 for Annexure I). Foreign bidders need to give only their total C&F price for given BOQ of Main Supply for respective BOQ at the specific cells that has been kept opened in the price schedule available in the e-procurement portal (i.e. at sl. no. A.4 column no. 15 for Annexure-I).
 - c) Indigenous Bidders also requires to mention applicable % GST for of taxes/ duties (against respective column for GST) applicable for each item of the BOQ.
 - d) Indigenous bidder to give freight charges excluding GST as single percentage of Ex works value of Main Supply considering anywhere in India in the freight column
 - e) Rest of the prices shall be derived by BHEL in line with % allocation fixed for each item.
 - f) 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
 - g) Bidders to mention applicable GST rate on (total Ex. works + freight) in the specified cells of price schedule.
However, may please note that GST shall not be considered in evaluation.
 - h) Incomplete offer or offer for part of NIT BOM/BOQ shall liable to be rejected.
 - i) Bidders will be asked to fill applicable HSN code for all the BOQ items.
5. CIF is not applicable for the package.
6. Quantity variation shall be applicable as plus 5 percent of the contract value.

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7. Additional overhead charges shall be 5% instead of 30% as mentioned in clause no 26.2 of GCC Rev 06

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://bhel.abcpocure.com> 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.
 - ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWAL)** - To be furnished by the BiddersAll 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
- Please note the following:**
 - Price format is enclosed for compliance.**
 - 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.**
- Tenders shall be submitted strictly in accordance with the requirements of the above tender documents.
- Standard pre-printed terms & conditions of the tenderers shall not be considered valid.
- Validity of offer shall be as per **Clause No. 7.0, "Instructions to Bidders" of GCC Rev 06.**
- Unsolicited fresh/revised Price Bids shall not be entertained.
- 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.
- Late tenders will be rejected.
- Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

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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. 0120-4368749, 9818989654	Mr. N C SHARMA, 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: N C SHARMA/ CMM E-MAIL: ncsharma@bhel.in Ph. No. 0120-4213591, 9911170053
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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. **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).
17. 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"
18. 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 as per Point No-5 of NIT.
19. All the above Tender Documents shall automatically become a part of the Order/Contract after its finalization.
20. **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.**
21. **"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.
22. Bidders are requested to visit constantly our website to update them self for any technical or commercial change in the NIT.
23. 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.abcpocure.com> under subject tender reference. Bidders are requested to visit our websites from time to time to keep themselves updated. **Bidders**

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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.

24. Bidders to submit their offers strictly in line with the enclosed price format.
25. Inspection shall be done by BHEL/ END CUSTOMER/Third party Agency (finalized by BHEL).
26. Any other taxes & duties applicable on the date of bid but not quoted by the bidders shall be to bidder account.
27. Delivery terms for dispatches shall be FOR Dispatch Station.
28. This enquiry is subject to Conditions/ limits if any imposed in PMD / Vendor registration.
29. 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.
30. 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."
31. 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.
32. 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':

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"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

Indigenous Bidders has to quote the Single Price (i.e. Total Cost to BHEL excluding GST) in Reverse Auction i.e. Price mentioned in at sl. no. A.4 column no. 8 of Annexure-I with loading/de loading (if any).

Foreign Bidders has to quote the Single Price in INR (i.e. Total Cost to BHEL excluding GST) arrived after loading their C&F price in Reverse Auction i.e. Price mentioned in at sl. no. A.4 column no. 15 for Annexure-I with loading/de loading (if any).

Note: In case of Price bid opening: if indigenous vendor has quoted freight Nil/Inclusive, the avg. freight value i.e. @ 1.8% shall be considered for evaluation.

33. 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.
34. Foreign Suppliers & Indian agents of foreign suppliers: Please refer our website <http://www.bhelpem.com/Tenders.aspx> for details.
35. 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
36. All other terms and conditions shall be as per GCC Rev 06 and Special Conditions of Rate Contract as per attached Annexure-III. In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be NIT / corrigenda related to GCC Rev.06/ Rate contract SCC / GCC Rev. 06
37. Vendors shall have to enter into Integrity Pact (IP) with BHEL. The Integrity pact shall be returned by the bidder along with their Techno-commercial Bid, duly filled & signed by the authorized signatory and will form part of the order. Only those vendors/bidders who enter into Integrity Pact with BHEL, would be qualified to participate in the bidding Process. (Refer Annexure-IX, as per GCC Rev-06).
To oversee implementation of IP, Shri D R S Chaudhary, IAS (Retd), has been appointed as IEM (Independent External Monitor) by BHEL.
38. Foreign bidders will have to quote C & F (cost & freight) basis instead of FOB.

For importing materials on C&F basis, bidders to note following:

- a) In case of foreign bidders, the quoted C&F price shall be loaded by factors mentioned in GCC cl no-19.4, ITB, to arrive at total FOR Site price and evaluation will be done on FOR price in Indian currency.
- b) As per Incoterms (CFR), risk transfers to buyer when the goods have been loaded on board the ship in the country of Export. Hence, shipped on board date mentioned on the clean Bill of Lading or Air way Bill, shall be treated as the date of Shipment/ Dispatch for all contractual purposes including calculation of LD.

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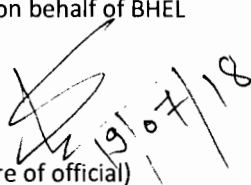
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- c) Usance period (90 days) of the L/C shall start from the date of Bill of lading/Air Way Bill.
- d) Bill of Lading shall be considered as equivalent document (refer clause 9.7.1 b OF GCC rev-06) for recognition of dispatch.
- e) For claiming payment under clause 9.1.1 and 9.2.1 Bill of lading shall be considered instead of receipted LR (refer clause 9.7.2 b of GCC rev-06)
- f) Freight is to be quoted as inclusive in basic price by vendor and is not to be quoted separately.
- g) Insurance for evaluation purposes shall be @ 0.1 % of quoted C&F price.
- h) There will be no change in MRC payment.

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


(Signature of official)

Enclosure:

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



RATE CONTRACT - NIT REF NO-PE/PG/RTC/E-5999/2018, DTD 19.07.2018

PRICE SCHEDULE FOR DEBRIS FILTER

NAME OF VENDOR-

INDIGENOUS VENDOR										FOREIGN VENDOR						
SL NO	ITEM DESCRIPTION	UOM	ORDERED QUANTITY	HSN CODE	UNIT EX-WORKS PRICE (DULY PACKED) IN PERCENTAGE OF TOTAL EX WORKS PRICE OF DEBRIS FILTER GIVEN AT SL NO-A.4 OF COLUMN 8	UNIT EX-WORKS PRICE (DULY PACKED) (INR)	TOTAL EX-WORKS PRICE (DULY PACKED) IN PERCENTAGE OF TOTAL EX WORKS PRICE OF DEBRIS FILTERS GIVEN AT SL NO-A.4 OF COLUMN 8	TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	FREIGHT CHARGES WITHOUT GST @ % OF TOTAL EX WORKS (INR)	APPLICABLE GST RATE % ON (TOTAL EX WORKS + FREIGHT) (INR)	TOTAL F.O.R SITE PRICE (INR)	UNIT C & F PRICE (DULY PACKED) IN PERCENTAGE OF TOTAL PRICE OF DEBRIS FILTERS GIVEN AT SL NO-A.4 OF COLUMN 15 INDIAN SEA PORT	UNIT C & F PRICE (DULY PACKED) INDIAN SEA PORT (CURRENCY)	TOTAL C & F PRICE (DULY PACKED) IN PERCENTAGE OF TOTAL PRICE OF DEBRIS FILTERS GIVEN AT SL NO-A.4 OF COLUMN 15 INDIAN SEA PORT	TOTAL C & F PRICE (DULY PACKED) INDIAN SEA PORT (CURRENCY)	
1	2	3			4	5	6	7	8	9	10	11	12	13	14	15
A	DEBRIS FILTER- MAIN SUPPLY															
A.1	TYPE I	NOS.	10		6.1714	Derived	61.7142	Derived			Derived	6.1714	Derived	61.7142	Derived	
A.2	TYPE II	NOS.	2		5.6000	Derived	11.2000	Derived			Derived	5.6000	Derived	11.2000	Derived	
A.3	TYPE III	NOS.	4		6.7714	Derived	27.0857	Derived			Derived	6.7714	Derived	27.0857	Derived	
A.4	TOTAL (A.1 TO A.3)						100.00	TO BE QUOTED = Rs X	Derived		Derived			100.00	TO BE QUOTED = M	
B	CHARGES OF SITE ACTIVITIES (INSTALLATION CHECK, COMMISSIONING, TRAIL RUN AND PG TESTING)															
Refer Annexure-IA for BOQ & % weightage Type wise (ex-works value of services at site component is 1.8% of "X" at sl. No. A.4 col. 8)																
C	MANDATORY SPARES															
Refer Annexure-IA for BOQ & % weightage type wise (ex-works value of mandatory spares component is 5.62% of "X" at sl. No. A.4 col. 8)																
D	GRAND TOTAL (A.4+B+C)										Derived = Rs Y				Derived = N	
Note:-																
1. Bidder to note that evaluation shall be on Grand Total Ex works price + Freight charges, however, Bidder to quote grand total Ex works/total C&F value of the Debris Filters mentioned at A.1 to A.3 (Rs X for Indigenous bidders/ M for foreign bidder) only as per the BOQ above. The item wise break up of Ex works prices (unit as well as total) for all the items in the BOQ shall be derived as per the formulae indicated above by BHEL. Indigenous bidder also need to indicate taxes percentage in the respective column and freight percentage of Ex works value considering delivery anywhere in India in the freight column.																
2. Rate contract shall be decided on the basis of grand Total Ex works price + Freight charges of Total BOQ																
3. % Freight as quoted for Main Supply items, same shall also be considered for mandatory spares items.																
4. Value is to be filled only where "to be quoted" is mentioned and for other columns where "derived" is mentioned same shall be derived by BHEL as per % allocation fixed against each item																
5. Bidder to note that total price indicated above at D shall be considered for evaluation and hence should be complete in all respect for the full scope defined and considering all terms and conditions agreed.																
6. The unit price quoted by bidder shall be binding for quantity variation which is at discretion of purchaser.																
7. Prices shall remain firm during contract execution.																
8. For any clarification please refer Technical Specification No-PE-TS-RC-16S-N003																
9. Price of all accessories, commissioning spares, special Tools & tackle and other accessories not listed above shall be included in the price of Debris Filter & shall be supplied with the Debris Filter.																
10. Bidder shall furnish this price Schedule indicating "Quoted/Not-Quoted" along with technical offer and actual prices in his price offer.																
11. ONE SITE VISITS OF FOUR (4) DAYS EACH HAS BEEN CONSIDERED IN FOR INSTALLATION CHECK, COMMISSIONING, TRAIL RUN AND PG TESTING FOR ONE (1) NOS DF. THE PRICES SHALL BE INCLUSIVE OF CHARGES OF TRAVELLING, BOARDING/LODGING, MEDICAL, INSURANCE ETC.																
12. SITE CERTIFICATION SHALL BE REQUIRED IN CALCULATION OF "COST OF SERVICE AT SITE" MENTIONED WHETHER EXTRA STAY/ LESS STAY.																
13. IN CASE OF NON-COMPLETION OF INSTALLATION CHECK, COMMISSIONING, TRAIL RUN AND PG TESTING IN SITE VISITS STIPULATED AT NOTE NO. 11 ABOVE, FOR ANY REASONS NOT ATTRIBUTABLE TO VENDOR (TO BE CERTIFIED BY BHEL SITE), VENDOR SHALL COMPLETE ABOVE ACTIVITIES IN SUBSEQUENT SITE VISITS FOR WHICH COST SHALL BE BORNE BY BHEL ON PRO-RATA BASIS ON PRICE OF SITE VISIT QUOTED BY BIDDER.																
14. BOQ MENTIONED IN THE SPARESE LIST (Annexure- IA) IS TENTATIVE AND MAY VARY DURING THE PROJECT EXECUTION.																

RATE CONTRACT -DEBRIS FILTER BREAK UP FOR SUPPLY, SERVICES AND MANDATORY SPARES FOR ALL PROJECT											Annexure-IA
Sl. No.	ITEM DESCRIPTION	UOM =DESCRIPTION	UOM	TYPE I		TYPE II		TYPE III			
				QTY.	PRICE	QTY.	PRICE	QTY.	PRICE		
1	2	3	4	5	6	7	8	9	10		
I	1.1	Unit Ex-Works Price (for 1 Set of DF)	Rs.		Derived		Derived		Derived		
	1.2	Quantity (Total Sets of DF)	Nos.		10	2		4			
	1.3	Total Ex-Work Price per type (as per Sl. No 1.1 x 1.2)	Rs.		Derived		Derived		Derived		
		Percentage wise (%) Breakup wrt to Total Ex-works Cost of DF	%		61.71		11.20			27.09	
		Total Ex- works Cost of DF	Rs.								
		PERCENT=%	%				100				
2	CHARGES OF SITE ACTIVITIES (INSTALLATION CHECK, COMMISSIONING, TRAIL RUN AND PG TESTING)										
	2.1	Unit Ex-Works Price (for 1 Set of DF)	Rs.		Derived		Derived		Derived		
	2.2	Quantity (Total Sets of DF)	Nos.		10	2		4			
	2.3	Total Ex-Work Price (as per Sl. No 2.1 x 2.2)	Rs.		Derived		Derived		Derived		
		Percentage wise (%) Breakup of Unit Ex-works Price wrt to Unit Ex- works Cost of respective DF	%		1.85		2.04		1.69		
3	MANDATORY SPARES										
3.1	Valve Complete Assembly	10% of each type and size of total population or minimum 1(one) No. whichever is higher= 1 LOT	LOT	2	4.44	1	2.45	1	2.03		
3.2	Field Instruments	10% of total or at least two (whichever is higher) for each type along with accessories. = 1 LOT	LOT	2	8.85	1	4.88	1	4.03		
3.2.1	Transmitters/ Gauges/Switches etc. along with relevant accessories	10% of each type, range and immersion length. Or Minimum 5 nos = 1 LOT	LOT	2	0.04	1	0.02	1	0.02		
3.2.2	Temperature element/RTD	Thermocouple 1 no. = 1 LOT	LOT	2	0.07	1	0.04	1	0.03		
3.2.3	Furnace Temperature Probe	5% of installed capacity= 1 LOT	LOT	2	0.49	1	0.27	1	0.22		
3.3	Control Panel/ Desk	100% of the total quantity =1 LOT	LOT	2	0.11	1	0.06	1	0.05		
3.3.1	Back up panel mounted devices (selector switched/push buttons/indicators etc.)	10% of installed capacity =1 LOT	LOT	2	0.04	1	0.02	1	0.02		
3.3.2	Lamps/ LEDs	10% of each type & rating =1 LOT	LOT	2	0.19	1	0.10	1	0.08		
3.3.3	Blank Tiles	100% of each type & rating =1 LOT	LOT	2	0.74	1	0.41	1	0.34		
3.3.4	MCBs										
3.3.5	Fuses/ Fuse holder										
3.4	Annunciation System										
3.4.1	Each type of module	1(one) No. each = 1 LOT	LOT	2	0.07	1	0.04	1	0.03		
3.4.2	Lamp Box with Facia & Lamps (LED type)	5 (five) Nos. = 1 LOT	LOT	2	0.19	1	0.10	1	0.08		

3.4.3	Hooper	1 (one) No. = 1 LOT	LOT	2	0.11	1	0.06	1	0.05
3.5	415 Volt Motor (Upto 30KW Rating)	3 Set for each type and rating of Motor = 1 LOT	LOT	2	0.15	1	0.08	1	0.07
3.5.1	Driving End & Non-Driving End Bearing	2 No. for each type and rating of Motor = 1 LOT	LOT	2	0.56	1	0.31	1	0.25
3.5.2	Cooling Fan	5 No. for each type and rating of Motor = 1 LOT	LOT	2	0.37	1	0.20	1	0.17
3.5.3	Motor Terminal Block	1 Set for each Application = 1 LOT	LOT	2	0.19	1	0.10	1	0.08
3.5.4	Complete Set of Coupling	1 Set = 1 LOT	LOT	1	0.19	1	0.20	1	0.17
3.6	Filter element seating component	1 Set = 1 LOT	LOT	1	1.39	1	0.51	1	1.27
3.7	Actuators along with motors	1 Set = 1 LOT	LOT	1	0.46	1	0.25	1	0.42
3.8	Debris discharge and other valves	2 Sets = 1 LOT	LOT	1	0.02	1	0.02	1	0.02
3.9	Gaskets etc.	1 Set = 1 LOT	LOT	1	0.02	1	0.02	1	0.02
3.10	Wetted nuts and bolts etc	20% = 1 LOT	LOT	1	0.19	1	0.20	1	0.17
3.11	Other nuts and bolts etc	10% or 2 no. of each type and model whichever is more = 1 LOT	LOT	1	1.85	1	2.04	1	1.69
3.12	Transmitters of all types, range and model no. (for the measurement of whichever is more Pressure, differential Electronic cards / PCB's for each type and model and model of is more transmitters	10% or 5 nos. of each type, whichever is more = 1 LOT	LOT	1	0.06	1	0.06	1	0.05
3.13	Terminal block	10% of total quantity used for each type and rating = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
3.14	MCBs	1 no. of each type & rating = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
3.15	Relays interposing relay	10% or 2 nos. of each type and model whichever is more = 1 LOT	LOT	1	0.01	1	0.01	1	0.01
3.16	Fuses	100 % of each type and rating = 1 LOT	LOT	1	0.01	1	0.01	1	0.01
3.17	PROCESS CONNECTION	10% or 2 no. of each type, class, size and model whichever is more. = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
3.18	Valves of all types and models	10% or 2 no. of each type, class size and model whichever is more. = 1 LOT	LOT	1	0.19	1	0.20	1	0.17
3.18.1	2 way, 3 way, 5 way valve manifolds	10% of each type & size = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
3.18.2	Fittings	10 nos. of each type = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
3.18.3	Purge meters	10 % of each model or 2 Nos. whichever is more = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
3.18.4	Filter regulators	10% of each model or 2 Nos. whichever is more = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
3.18.5	Impulse pipe & tubing of all type	20 mtrs each type & size = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
3.18.6	Impulse line root valve	10% of total quantity used or 4 no. whichever is more for each type and rating of each size = 1 LOT	LOT	1	0.19	1	0.20	1	0.17
3.18.7	SS tube	40 mtrs of each type/size = 1 LOT	LOT	1	0.28	1	0.31	1	0.25
3.18.8	Fitting for SS tube	40 nos. of each type/size = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
3.18.9	INSTRUMENTATION CABLE. INTERNAL WIRING AND ELECTRICAL FIELD	10% of installed quantity = 1 LOT	LOT	1	0.09	1	0.10	2	0.17
3.19	Pre fabricated cable of each type	10% or 1 no. of each type and model, whichever is more. = 1 LOT	LOT	1	0.28	1	0.31	2	0.51
3.19.1	Pre fabricated cable connector	5% of each type, pair and size of actual installed quantity = 1 LOT	LOT	1	0.46	2	1.02	2	0.84
3.19.2	Other cables	10% or 1 no. of each type, model and rating, whichever is more. = 1 LOT	LOT	1	2.31	1	2.55	1	2.11
3.19.3	ELECTRICAL ACTUATORS	10% or 2 nos. of each type, whichever is more. = 1 LOT	LOT	1	0.19	1	0.20	1	0.17
3.2	MANDATORY SPARES	10% or 2 nos. of each type, whichever is more. = 1 LOT	LOT	1	0.19	1	0.20	1	0.17
3.20.1	Actuators	10% or 2 nos. of each type, whichever is more. = 1 LOT	LOT	1	0.19	1	0.20	1	0.17
3.20.2	Power unit for modulating actuator	10% or 2 nos. of each type, whichever is more. = 1 LOT	LOT	1	0.19	1	0.20	1	0.17
3.20.3	DC-DC unit/ power pack units	10% or 2 nos. of each type, whichever is more. = 1 LOT	LOT	1	0.19	1	0.20	1	0.17

Handwritten signature/initials.

3.20.4
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3.24.6
3.24.7
3.25
3.25.1

Electronic cards	10% or 5 nos. of each type, whichever is more = 1 LOT	LOT	1	0.19	1	0.20	1	0.17
Brake assembly	10% or 2 nos. of each type, whichever is more = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
Brake coils	10% or 2 nos. of each type whichever is more = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
Position feed back transmitters	10% or 2 nos. of each type whichever is more= 1 LOT	LOT	1	0.37	1	0.41	1	0.34
Control unit	10% or 2 nos. of each type whichever is more = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
Torque and limit switch assembly of each unit	10% or 2 nos. of each type, whichever is more = 1 LOT	LOT	1	0.93	1	1.02	1	0.84
O-ring	1 set of each size = 1 LOT	LOT	1	0.02	1	0.02	1	0.02
Motor	1 no. of each type & rating = 1 LOT	LOT	1	0.56	1	0.61	1	0.51
Auxiliary contact	10% of total quantity used or 2 nos. whichever is more for each type and rating of each size = 1 LOT	LOT	1	0.19	1	0.20	1	0.17
Seal kit	1 set of each type & size = 1 LOT	LOT	1	0.04	1	0.04	1	0.03
Electronic modules/ cards or any other electronic components	10 % of each type = 1 LOT	LOT	1	0.93	1	1.02	1	0.84
CONTROL, METERING AND PROTECTIVE PANELS								
Trip Circuit supervision relay	5 sets = 1 LOT	LOT	1	0.19	1	0.20	1	0.17
Voltmeter of each ranges	5 sets = 1 LOT	LOT	1	0.04	1	0.04	1	0.03
Ammeter of each ranges	5 sets = 1 LOT	LOT	1	0.05	1	0.05	1	0.04
MW meter of each ranges	1 set = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
MVAR meter of each ranges	1 set = 1 LOT	LOT	1	0.05	1	0.05	1	0.04
MWH Meter of each make and model	1 no. = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
Frequency Meter of each make and model	1 no. = 1 LOT	LOT	1	0.15	1	0.16	1	0.14
MW Transducer of each make and model	2 nos. = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
Micro PLC system (i.e. integrated CPU & I/O system, where above mentioned components are not applicable)	One Complete Set = 1 LOT	LOT	1	0.93	1	1.02	1	0.84
CONTROL PANEL AND LOCAL REMOTE CONTROL DESK (AS APPLICABLE)								
Recorder	1 (one) No. each type and model= 1 LOT	LOT	1	0.19	1	0.20	1	0.17
Bar graph indicator	10% of total quantity used in the system or minimum 1(one) for each type and model = 1 LOT	LOT	1	0.19	1	0.20	1	0.17
Digital indicator	10% of total quantity used in the system or minimum 1(one) no. whichever is more for each type and model= 1 LOT	LOT	1	0.19	1	0.20	1	0.17
Mosaic/Conventional Type Push button Station	10% of total quantity used in the button Station system or minimum 2(two) nos. whichever is more for each type and model= 1 LOT	LOT	1	0.19	1	0.20	1	0.17
Mosaic Type Push button Station with LED indication	10% of total quantity used in the with LED Indication system or minimum 2(two) nos. whichever is more for each type and model = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
Mosaic Type LED Indication Station	10% of total quantity used in the system or minimum 2(two) nos. whichever is more for each type and model= 1 LOT	LOT	1	0.09	1	0.10	1	0.08
Simaphore Indicator	2(two) Nos. each type = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
ANNUNCIATION SYSTEM								
Each type of PCB (for non-PLC driven system)	1(one) No. each = 1 LOT	LOT	1	0.19	1	0.20	1	0.17

Handwritten signature or mark.

3.25.2	Lamp Box with Facia & Lamps LED Type	10% with minimum 2 nos. = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
3.25.3	Hooter	1 (one) No. = 1 LOT	LOT	1	0.06	1	0.06	1	0.05
3.26	Actuator along with motors	1 Set = 1 LOT	LOT	1	1.39	1	1.53	1	1.27
3.27	Debris discharge valve	1 Set = 1 LOT	LOT	1	0.09	1	0.10	1	0.08
3.28	Local Indicators like temperature gauges, pressure gauges, differential pressure gauges, flow gauges, flow meters etc.,	10% or 2 no. of each make, model and type whichever is more. = 1 LOT	LOT	1	0.28	1	0.31	2	0.51
3.29	Electrical actuator, complete assembly, of each rating	2 Nos. = 1 LOT	LOT	1	1.39	1	1.53	1	1.27
4	SERVICES AT SITE (OPTIONAL)	Per Day Charge for staying extra/ less number of days at site for each type of DF (in percentage w.r.t Total Ex-Works price of DF of main supply) - "Not for Evaluation"	%	0.0185		0.1020		0.0422	
			Rs.	Derived		Derived		Derived	



ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWAL)

PACKAGE:- DEBRIS FILTER- RATE CONTRACT

TENDER ENQUIRY REF NO-RATE CONTRACT - NIT REF NO-

NAME OF VENDOR:-

SL NO	VOLUME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWAL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/ NEGATIVE)	REASONS FOR QUOTING DEVIATION
TECHNICAL DEVIATIONS									
COMMERCIAL DEVIATIONS									
PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE									
NAME					DESIGNATIONS		SIGN & DATE		

NOTES:

- For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
- For directly dispatchable items, cost of withdrawal of deviation will be applicable on the basic price including taxes, duties & freight.
- All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.
- Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
- Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable
- Bidder shall furnish price copy of above format along with price bid.
- The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
- Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered
- For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
- Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
- All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
- Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
- In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
- In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.



BHEL / PEM / CMM
SPECIAL CONDITIONS OF RATE CONTRACT

ANNEXURE III TO ENQ. NO. PE/PG/RTC/E-5999/2018 dtd 19/07/2018

SPECIAL CONDITION OF RATE CONTRACT FOR DEBRIS FILTER

1. BHEL/PEM intends to enter into Rate Contract for supply of the tendered items 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. Details of consignee and project site information for dispatch of material shall be intimated at the time of placement of PO for specific project after finalization of RC.
3. Transit Insurance is in BHEL scope.
4. 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.
5. The prices shall remain firm during the RC period.
6. 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. 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.
8. Mode of dispatch shall be by road through Schedule Bank/BHEL (PEM) approved transporters.
9. Other terms and conditions shall be as per Standard Technical specification, GCC Rev 06 & Corrigenda to GCC Rev 06, Enquiry letter.
10. This enquiry is subject to Conditions/ limits if any imposed in PMD/ Vendor registration.
11. Tentative quantity is given in enquiry.
12. Bidders to submit offer for RC of said items ONLINE via e-Procurement System only. Bidder to upload tender documents complete in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
13. 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.

ANNEX-IV TO ENQ. NO. PE/PG/RTC/E-5999/2018
TENTATIVE PROJECT LIST

SL NO.	PROSPECTIVE PROJECT LIST
1	5X800 MW YADADARI
2	2X660 MW UDANGUDI
3	1X660MW Bhusawal TPS

Note-

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.



	PRE-QUALIFYING REQUIREMENTS (TECHNICAL) – DEBRIS FILTERS (DF)	DOCUMENT NO: PE-TS-165-RC-N003
		REVISION NO: 00 DATE: 19/07/18
		SHEET: 1 of 2

FORM NO. PEM 6100-0	ENQUIRY NO.:
	PROJECT: RATE CONTRACT – DEBRIS FILTER
	PACKAGE: DEBRIS FILTERS
	1. The bidder should have designed, manufactured, tested, inspected & supplied the Debris Filters with minimum size of 0.6 times the DF size as mentioned in the Technical datasheet-A of Technical specification, which have been successfully in use for at least 1 year in thermal power plant or similar industry/ application and bidder is in business of Debris Filters on continuous basis.
	2. The Bidders shall furnish following support documents for assessment of Bidder w.r.t. PQR as indicated at Sl. No. 1 above: A. Bidder's Experience list of Debris filter for last 5 years (as on the enquiry/NIT date) for assessment of bidder for supplying the Debris filter on regular basis for establishing business continuity in enclosed format- Annexure-1. Bidder shall furnish the PO copy of at least one executed Contract as indicated in the experience list. B. Bidder shall furnish any one from below in support of successful performance of Debris filter for one year: i. Satisfactory Performance feedback certificates from End Customer (Owner) (in English) for at least one successfully executed contract which has been in use for at least One year indicating salient features like year of commissioning of Debris Filter, rating of project, Size of Debris filter, project name etc., date of issue of certificate and name/ designation of the certificate issuer for power plant/similar application industry. The date of satisfactory performance feedback certificate should not be later than the date of subject enquiry/NIT. OR ii. The bidder has been awarded One repeat contract for Debris filter from End Customer (Owner) / Purchaser (in English) for power plant/similar application industry. Repeat contract shall be considered when the second contract is given by the same purchaser/ owner after lapse of minimum 1 year from execution (viz. commissioning) of first contract. Supporting documents for execution of the first contract like commissioning report or PG test report along with the PO Copy to be furnished, if bidder intends to submit the documents for Repeat Contracts. The date of repeat contract order should not be later than the date of subject enquiry/NIT. Notes:- N1 - Purchase order copy, supporting drgs/technical data sheets etc. are to be submitted along with the bid for which the bidder intends to furnish the performance feedbacks / repeat contracts for reference purpose only. Any additional document required in support of above documents to establish the co-relation between the above documents and the supplied item shall be provided by the

PREPARED BY:	REVIEWED BY:	APPROVED BY:
NAME: NISHANT SHEKHER DESIGNATION / DEPT.:	NAME: AJAY JAIN/ VISHAL YADAV	NAME: ASHWANI KHANNA DESIGNATION / DEPT.:

	PRE-QUALIFYING REQUIREMENTS (TECHNICAL) – DEBRIS FILTERS (DF)	DOCUMENT NO: PE-TS-165-RC-N003
		REVISION NO: 00 DATE: 19/07/18
		SHEET: 2 of 2

	bidder.
	3. 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.
	4. 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.
	5. After satisfactory fulfilment 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:	REVIEWED BY:	APPROVED BY:
NAME: NISHANT SHEKHER	NAME: AJAY JAIN/ VISHAL	NAME: ASHWANI KHANNA
DESIGNATION / DEPT.:	YADAV	DESIGNATION / DEPT.:

Annexure – A-1									
<u>EXPERIENCE LIST</u>									
EQUIPMENT/PACAKAGES : DEBRIS FILTER									
Vendor :									
SL. NO.	PROJECT	CUSTOMER/CONSULTANTS	YEAR OF SUPPLY OF DF	SIZE (MM)	CAPACITY (Cub. M/ Hr)	QTY	MATERIAL OF CONSTRUCTION (HOUSING/STRAINER ELEMENT)	QUALITY OF WATER HANDLED	Performance feedback certificate from end user (enclosed/not enclosed)



	PRE-QUALIFYING REQUIREMENTS (TECHNICAL) – DEBRIS FILTERS (DF)	DOCUMENT NO: PE-TS-165-RC-N003
		REVISION NO: 00 DATE: 19/07/18
		SHEET: 1 of 2

FORM NO. PEM 6100-0	ENQUIRY NO.:
	PROJECT: RATE CONTRACT – DEBRIS FILTER
	PACKAGE: DEBRIS FILTERS
	1. The bidder should have designed, manufactured, tested, inspected & supplied the Debris Filters with minimum size of 0.6 times the DF size as mentioned in the Technical datasheet-A of Technical specification, which have been successfully in use for at least 1 year in thermal power plant or similar industry/ application and bidder is in business of Debris Filters on continuous basis.
	2. The Bidders shall furnish following support documents for assessment of Bidder w.r.t. PQR as indicated at Sl. No. 1 above: A. Bidder's Experience list of Debris filter for last 5 years (as on the enquiry/NIT date) for assessment of bidder for supplying the Debris filter on regular basis for establishing business continuity in enclosed format- Annexure-1. Bidder shall furnish the PO copy of at least one executed Contract as indicated in the experience list. B. Bidder shall furnish any one from below in support of successful performance of Debris filter for one year: i. Satisfactory Performance feedback certificates from End Customer (Owner) (in English) for at least one successfully executed contract which has been in use for at least One year indicating salient features like year of commissioning of Debris Filter, rating of project, Size of Debris filter, project name etc., date of issue of certificate and name/ designation of the certificate issuer for power plant/similar application industry. The date of satisfactory performance feedback certificate should not be later than the date of subject enquiry/NIT. OR ii. The bidder has been awarded One repeat contract for Debris filter from End Customer (Owner) / Purchaser (in English) for power plant/similar application industry. Repeat contract shall be considered when the second contract is given by the same purchaser/ owner after lapse of minimum 1 year from execution (viz. commissioning) of first contract. Supporting documents for execution of the first contract like commissioning report or PG test report along with the PO Copy to be furnished, if bidder intends to submit the documents for Repeat Contracts. The date of repeat contract order should not be later than the date of subject enquiry/NIT. Notes:- N1 - Purchase order copy, supporting drgs/technical data sheets etc. are to be submitted along with the bid for which the bidder intends to furnish the performance feedbacks / repeat contracts for reference purpose only. Any additional document required in support of above documents to establish the correlation between the above documents and the supplied item shall be provided by the

PREPARED BY:	REVIEWED BY:	APPROVED BY:
NAME: NISHANT SHEKHER	NAME: AJAY JAIN/ VISHAL	NAME: ASHWANI KHANNA
DESIGNATION / DEPT.:	YADAV	DESIGNATION / DEPT.:

	PRE-QUALIFYING REQUIREMENTS (TECHNICAL) – DEBRIS FILTERS (DF)	DOCUMENT NO: PE-TS-165-RC-N003
		REVISION NO: 00 DATE: 19/07/18
		SHEET: 2 of 2

	bidder.
	3. 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.
	4. 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.
	5. After satisfactory fulfilment 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:	REVIEWED BY:	APPROVED BY:
NAME: NISHANT SHEKHER DESIGNATION / DEPT.:	NAME: AJAY JAIN/ VISHAL YADAV	NAME: ASHWANI KHANNA DESIGNATION / DEPT.:

EXPERIENCE LIST**EQUIPMENT/PACAKAGES :** DEBRIS FILTER**Vendor :**

SL. NO.	PROJECT	CUSTOMER/ CONSULTANTS	YEAR OF SUPPLYOF DF	SIZE (MM)	CAPACITY (Cub. M/ Hr)	QTY	MATERIAL OF CONSTRUCTION (HOUSING/STRAINER ELEMENT)	QUALITY OF WATER HANDLED	Performance feedback certificate from end user (enclosed/not enclosed)	

COMPANY SEAL

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.

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ANNEXURE– IX

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or

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document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process & exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 – Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

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5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders / Contractors / Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by

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bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Date-----

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____