



TECHNOCOMMERCIAL BID (SCC) FOR ENTERING IN TO MOU

BHEL is submitting an offer to M/s. BPDB (BANGLADESH POWER DEVELOPMENT BOARD) for Construction of Raozan 400 MW $\pm$ 10% Combined Cycle Power Plant Project, Chattogram, BPDB, Bangladesh. " (BPDB's Tender No : 27.11.0000.101.14.008.19-6721). BHEL as an EPC has to tie up with a BIDDER/ vendor for supply of Complete power block scope i.e. Gas turbine(GT) + Common Generator + Steam turbine(ST) + Gas Booster compressors (GBC)+ Heat Recovery Steam Generator(HRSG) + Distributed Control System (DCS) etc. and their auxiliaries package along with Separate LTSA Service for above site as per scope documents. BHEL desires to have a Pre-bid tie up with BIDDER with an MoU on "back to back" basis in line with end Customer tender.

BHEL REFERENCE : HY/GT/PUR/BPDB Raozan /MOU/2020/001		NAME OF THE SUPPLIER	OFFER REF. NO. :
Date	16-06-2020	CONTACT PERSON	OFFER DATE :
BID DUE date : 30.06.2020		E-MAIL ID	
		PHONE NO:	
BHEL requirements			Supplier Confirmations (YES / NO / NOTED)
A	For complete Techno-Commercial conditions of the present tender, vendors are requested to refer to the following documents by BHEL: a) Special Conditions of Contract (SCC). i.e., this document -- To be duly filled up by Vendor b) Instructions To Bidder(ITB) -- To be duly filled up by Vendor In general, all the requirements indicated in BHEL ITB & SCC are applicable. In case of any conflict between this document SCC or ITB, this document (SCC) shall prevail upon. Note: a) The vendor's offer should consists of the Enquiry / Special conditions format (i.e., this document) and the ITB (enclosed) duly filled in, signed and stamped. BHEL reserves the right to reject the offers submitted in any other format. Commercial Conditions quoted in any place other than these two formats, including stated in Vendor's General Terms and conditions, if any, shall be summarily ignored and be invalid for evaluation of the L1 Bidder. b) It is the sole responsibility of the vendor to understand both technical and commercial requirements of the tender before submission of two-part bid within the due date. All the clarifications (if any) regarding technical and commercial terms shall be clarified before submission of offer. Any deviations to the clauses on account of interpretations & assumptions shall not be allowed. Revised price / Impact price will be allowed only in the event of change in technical / commercial conditions by BHEL. (Refer clause 4(iv)B of BHEL ITB).		BIDDER to confirm
B	ITEM DETAILS & SCOPE OF WORK		



BHEL requirements		Supplier Confirmations (YES / NO / NOTED)
	1. Description of the Works: Design, engineering, manufacture, testing, supply & supervision of erection and commissioning of Complete power block scope i.e. Gas turbine(GT) + Common Generator + Steam turbine(ST) + Gas Booster compressors (GBC)+ Heat Recovery Steam Generator(HRSG) + Distributed Control System (DCS) etc and their auxiliaries package along with Separate LTSA Service for above site as per scope documents/specifications and amendments (as applicable) for the end Customer site. 2. End Customer Tender No. : 27.11.0000.101.14.008.19-6721 Design, engineering, manufacture, procurement of materials and bought out components, assembly at shop, inspection, testing at manufacturer's works, Performance Guarantee test run at site, packing, delivery of the following, including supply of commissioning spares (Note- below) & special tools and tackles, documentation as per the enclosed BPDB standard specifications, job specification, data sheets etc. and other codes and standards attached or referred. (for complete details refer BPDB Specifications) Note -Commissioning Spares and Special Tools & Tackles etc. as applicable, as per Material Requisition (refer clause H- PRICE SCHEDULE below) BIDDER/ Vendor to confirm to the same on back to back basis for the scope applicable to BIDDER for end Customer Site as per NIT and corrigendums /addendums etc.	BIDDER to confirm
C	PROCESS OF FINALISATION OF TENDER.	
	The vendor has to sign an MOU with BHEL as per the attached "In principle MoU" document in Annexure A (ANNEXURE-A1-In Principle MoU between BHEL and BIDDER BPDB RaozanProject.docx) . Detailed MOU with BIDDER will be entered in accordance with Terms & conditions mutually agreed between BHEL & BIDDER along with the end Customer on "back to back basis" upon receipt of end customer order/LOI. BHEL will evaluate the Technocommercial Bid. The tender documents which are complying to scope, quality and delivery requirements will be Technically Qualified. BHEL will open the priced bid only upon Technically qualification. BHEL will subsequently evaluate the priced offers to select the BIDDER for entering into "Pre-Bid Tie Up" with BHEL and submit offer from BHEL to the end customer . Subject to BHEL bagging the contract from the end Customer and placement of LOI by the end Customer on BHEL, BHEL units (HPEP/HPVP/HEEP/EDN) will place PO for their respective power block scope i.e. GT + Common Generator + ST + GBC +HRSG + DCS etc.and their auxiliary packages as per the Pre-bid NIT agreements between BHEL and the selected BIDDER. BHEL will place purchase orders on BIDDER which shall be in line with the terms and conditions mutually agreed as per this tender document as well as the MOU. End Customer tender documents is also attached for details required for preparation of BIDDER Offer. Note: This project calls for customer approval and qualification criteria.(Refer ANNEXURE I- SEC B,CLAUSE 3). Same shall be informed to you before price bid opening.	BIDDER to confirm
D	TECHNICAL REQUIREMENTS:	
d1	This tender document along with the following documents duly filled in, signed and stamped shall constitute the offer. BIDDER to confirm that the offer is in total conformity with the Specification for all equipment. Writing words like "Refer Offer" is not acceptable Only the deviations agreed to by end Customer in Clarifications and amendments etc are allowed. (also refer clause "d7" below)	BIDDER to confirm
d2	ANNEXURE-A1-In Principle MoU between BHEL and BIDDER for BPDB Raozan Project: The vendor has to sign an MOU with BHEL as per the attached "In principle MoU" document in Annexure A1 . Detailed MOU with selected BIDDER/vendor will be entered in accordance with Terms & conditions mutually agreed between BHEL & BIDDER/vendor along with the end Customer on "back to back basis", later. Subject to BHEL bagging the contract from the end Customer, BHEL will place a Purchase order on BIDDER which shall be in line with the terms and conditions mutually agreed as per this tender document as well as the MOU. End Customer tender documents is also attached for details required for preparation of BIDDER Offer. BHEL reserves the right to reject the offer without the Signed document of Inprinciple MOU.	BIDDER to confirm



BHEL requirements		Supplier Confirmations (YES / NO / NOTED)
d3	TECHNICAL BID -Strictly as per BHEL DOCUMENT NO: HY/HPEP/RAOZAN/2020/0001 and end Customer specifications for BPDB tender : 27.11.0000.101.14.008.19-6721 for the project. NOTE : The Annexures 1-8 are to be mandatorily submitted without which the offer will not be considered for evaluation	BIDDER to confirm
d3-1	Gas Turbine & Associated Auxiliaries as per end customer specification shall be provided by BIDDER. NOTE : The ANNEXURE-1 (NIT for Gas Turbine & Associated Auxiliaries) is to be mandatorily submitted without which the offer will not be considered for evaluation. The Item will be ordered by BHEL unit of HPEP Hyderabad, India.	BIDDER to confirm
d3-2	Common Generator & Associated Auxiliaries as per end customer specification shall be provided by BIDDER. NOTE : ANNEXURE-2 (NIT for Common Generator & Associated Auxiliaries) to be mandatorily submitted without which the offer will not be considered for evaluation . The Item will be ordered by BHEL unit of HEEP Hardwar, India.	BIDDER to confirm
d3-3	Steam Turbine as per end customer specification shall be provided by BIDDER. NOTE : ANNEXURE-3 (NIT for Steam Turbine & Associated Auxiliaries) to be mandatorily submitted without which the offer will not be considered for evaluation . The Item will be ordered by BHEL unit of HPEP Hyderabad, India.	BIDDER to confirm
d3-4	Condenser, GSC & Condenser Air Removal System as per end customer specification shall be provided by BIDDER. NOTE : ANNEXURE-4 (NIT for Condenser Ejector, Gland steam condenser & Associated Auxiliaries) to be mandatorily submitted without which the offer will not be considered for evaluation. The Item will be ordered by BHEL unit of HPEP Hyderabad, India.	BIDDER to confirm
d3-5	Gas Booster compressor (GBC) as per end customer specification shall be provided by BIDDER. NOTE : ANNEXURE-5 (NIT for Gas booster compressor & Associated Auxiliaries) to be mandatorily submitted without which the offer will not be considered for evaluation. The Item will be ordered by BHEL unit of HPEP Hyderabad, India.	BIDDER to confirm
d3-6	HRSG as per end customer specification shall be provided by BIDDER. NOTE : ANNEXURE-6 (NIT for Heat recovery steam generator & Associated Auxiliaries) to be mandatorily submitted without which the offer will not be considered for evaluation. The Item will be ordered by BHEL unit of HPVP Vizag, India.	BIDDER to confirm
d3-7	DCS as per end customer specification shall be provided by BIDDER. NOTE : ANNEXURE-7 (NIT for Distributed control system & Associated Auxiliaries) to be mandatorily submitted without which the offer will not be considered for evaluation. The Item will be ordered by BHEL unit of EDN Bengaluru, India.	BIDDER to confirm
d3-8	Pumps as per end customer specification shall be provided by BIDDER. NOTE : ANNEXURE-8 (NIT for BFP Pump, Condensate Extraction Pump, Cooling Water Pump & Associated Auxiliaries) to be mandatorily submitted without which the offer will not be considered for evaluation. The Item will be ordered by BHEL unit of HPEP Hyderabad, India.	BIDDER to confirm



BHEL requirements		Supplier Confirmations (YES / NO / NOTED)
d3-9	BIDDER to confirm LONG TERM SERVICE AGREEMENT (LTSA) : Supply of Spares & Consumables and Required Works for Schedule Maintenance (CI, HGPI & MI or its equivalent inspections) & Un-schedule Maintenance for 7 (seven) years of GTG unit & their self-auxiliaries from the Original Equipment Manufacturer (BIDDER) of GTG package for Raozan 400 MW Combined Cycle Power Plant at Raozan, Chattogram under 'Long Term Service Agreement (LTSA)' inline with customer requirements in VOLUME 2 OF 2, PART C . The BIDDER shall submit with its financial offer the LTSA proposal including Price (This price will not be considered in financial evaluation) from Original equipment manufacturer. (ITT 24.3(d)) (Vol-1 of 2) Page 45. Also refer : Letter of Intent (Form PG5A – 5b) (Vol-1 of 2) Page 188	BIDDER to confirm
d4	Customer Specifications Latest revision with the Clarifications/amendments/addendums & clarifications etc.(applicable to BIDDER's scope) - To be confirmed by BIDDER on back to back basis for BIDDER Scope only	BIDDER to confirm
d4-1	End Customer specification for enquiry vide BPDB Document No : 27.11.0000.101.14.008.19-6721 and all Clarifications & Addendum etc. is already enclosed with the enquiry. However ,it is BIDDER/ vendor's responsibility to confirm to all the latest specifications/amendments/clarifications etc. by downloading the documents from end customer BPDB e-tendering portal : https://bd.bpdb.gov.bd/bpdb_new/index.php/site/page/7e08-ae1e-dd42-914c-d858-1933-ddc3-0b63-0672-924f	BIDDER to confirm
d5	BHEL's ITB document BIDDER to submit the signed document	BIDDER to confirm
d6	Framework Confidentiality Agreement Cum Undertaking -Annexure II (ANNEXURE II OF BHEL ITB) BIDDER to submit the signed document	BIDDER to confirm
d7	DEVIATIONS : Deviations (if Any) for specifications are acceptable only in DEVIATION SHEETS as per prescribed format SCHEDULE – G DEVIATIONS FROM SPECIFICATIONS (Vol-2 of 2, PART B) Page 90. If deviations in prescribed format are not submitted it is deemed that all the end Customer Specifications are being complied in-toto. NOTE 1: BIDDER to submit " Specifications Submission and Compliance Sheet (Form PG5A-4a) "(Vol-1 of 2) 184 NOTE 2: BIDDER to note GCC Clause 49. Technical Evaluation and Responsiveness .	BIDDER to confirm
d7-1	Rejection of Tenders : BIDDER to submit filed in "ANNEXURE-R -Rejection of BIDDER's offer" mandatorily. In case any 'deviation /exception' is mentioned or noticed, Bidder's Bid may be rejected.	BIDDER to confirm
d8	No cost addition will be allowed during post bid. Any deviations NOT accepted by the end customer shall be withdrawn by BIDDER without any price and delivery implication to BHEL/BPDB.	BIDDER to confirm
d9	Any other information required/deemed required during tender by the End Customer for the bid to be submitter by BIDDER : BIDDER to indicate and confirm.	BIDDER to confirm
d10	In case of any additions, deletions and changes in scope of supplies and works initiated by end Customer,if any at a later stage BIDDER & BHEL will discuss with end Customer and mutually agree on price and time implication/financial commitment and accordingly the value of PO on BIDDER may vary. BIDDER to confirm.	BIDDER to confirm
d11	All erection documents required for Erection at Customer Site in BIDDER scope of supplies to be submitted eg. Packing List and Weights etc.. Preliminary documents to be submitted by BIDDER along with the Bid for BHEL to make estimate for E&C contract.	BIDDER to confirm
d12	Detailed decription of Commissioning & Performance test, trial run etc shall be furnished for all BIDDER scope of supplies	BIDDER to confirm



BHEL requirements		Supplier Confirmations (YES / NO / NOTED)
d13	BIDDER to confirm:PCC/GCC 22.3 (Vol-1 of 2) (Vol-1 of 2) Page 64,108 The BIDDER agrees to supply spare parts and consumables for the whole plant except schedule inspection of spares of GTG & its auxiliaries for a period of: 2 years for Defect Liability period. PCC/GCC 22.3 (Vol-1 of 2) Page 108. In addition to the supply of Mandatory Spare Parts included in the Contract, the BIDDER agrees to supply spare parts required for the operation and maintenance of the Facilities for the period specified in the PCC and the provisions, if any, specified in the PCC. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Employer/BHEL and the BIDDER, and the price of such spare parts shall be that given in Annexure-P and Price Schedule No.1 & 2 under form PG5A-3, which shall be added to the Contract Price. The price of such spare parts shall include the purchase price therefor and other costs and expenses (including the BIDDER's fees) relating to the supply of spare parts.	BIDDER to confirm
d14	Bar Chart for commissioning schedules for all BIDDER scope of supplies	BIDDER to confirm
d15	Tenderer Information (Form PG5A-2a) (Vol-1 of 2) Page 149 to 152 shall be submitted by BIDDER.	BIDDER to confirm
d16	BIDDER to confirm that all Manufacturer's authorization required as per TDS ITT 28.1(b) (Vol-1 of 2) Page 46 and SI 3 to 10 as per TDS [ITT 24.2(r)] (Vol-1 of 2) Page 43,44 is provided as per Manufacturer's Authorisation Letter (Form PG5A - 5) (Vol-1 of 2) Page 185 A Manufacturer's Authorisation Letter is only required for following Items: 1) Gas Turbine Unit, Steam Turbine, Generator package, 2) HRSG, 3) Unit Transformer(Generator Step up Transformer), 4) Generator Circuit Breaker, 5) DCS System (ABB, Germany or USA or Singapore/Foxboro or Schneider, USA or Singapore/Siemens, Germany/ Alstom, France/ GE,USA or EU/ Mitsubishi, Japan), 6) Gas Booster Compressor (ATLAS COPCO, USA or Germany / MAN TURBO, Germany/ INGERSOLL RAND, USA), 7) CW Pump 8) Feed Water Pump.	BIDDER to confirm
d17	Test & Inspection : BIDDER to confirm as per SI.No. 38 GCC (Vol-1 of 2) Pages 77,78,) and PCC/GCC 38.2 (Vol-1 of 2) Page 115,116	BIDDER to confirm
d18	BIDDER to confirm submission of all relevant documents as applicable for BIDDER scope as per SI 3 to 10 as per TDS [ITT 24.2(r)] (Vol-1 of 2) Page 44. and point 61 of BPDB Clarifications & Addendum no. 01	BIDDER to confirm
d19	BIDDER to furnish BPDB Format Schedule-I List of SubBIDDER (Vol-2 of 2, PART B) Page 93 for Bidder scope	BIDDER to confirm
d20	BIDDER to submit SubBIDDER Information (Form PG5A-2c) (Vol-1 of 2) Page 156	BIDDER to confirm
d21	Additional information: The required Technical Proposal shall include the following additional information: BIDDER must give complete information and performance data on the equipment offered, as per New Clause TDS[ITT 28.2]: BIDDER to confirm submission of all relevant documents as per clause TDS[ITT 28.2] :(Vol-1 of 2) Pg 46 &47	BIDDER to confirm
COMMERCIAL ASPECTS OF THE TENDER:		
E	INTEGRITY PACT	



BHEL requirements				Supplier Confirmations (YES / NO / NOTED)												
e1	Integrity Pact (IP) (a) IP is a tool to ensure that activities and transactions between the company and its Bidders/BIDDERS are handled in a fair, transparent and corruption free manner. Following independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, incase of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any compliant arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only. Note: No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc on the tenders issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below. Details of contract person(s) <table><tr><td>(1)</td><td>(2)</td></tr><tr><td>Name: Sandeep Kumar</td><td>Name: Anil Kumar PSS</td></tr><tr><td>Dy Manager/SDC/CMM</td><td>AGM/SDC&WSC</td></tr><tr><td>HPEP Hyderabad</td><td>HPEP-Hyderabad</td></tr><tr><td>04023182151</td><td>04023183405</td></tr><tr><td>dsandeep@bhel.in</td><td>anilpatur@bhel.in</td></tr></table>			(1)	(2)	Name: Sandeep Kumar	Name: Anil Kumar PSS	Dy Manager/SDC/CMM	AGM/SDC&WSC	HPEP Hyderabad	HPEP-Hyderabad	04023182151	04023183405	dsandeep@bhel.in	anilpatur@bhel.in	BIDDER to confirm
(1)	(2)															
Name: Sandeep Kumar	Name: Anil Kumar PSS															
Dy Manager/SDC/CMM	AGM/SDC&WSC															
HPEP Hyderabad	HPEP-Hyderabad															
04023182151	04023183405															
dsandeep@bhel.in	anilpatur@bhel.in															
e2	<table><tr><th>SI No.</th><th>IEM</th><th>Address</th><th>Phone & Email</th></tr><tr><td>1.</td><td>Shri Arun Chandra Verma, IPS (Retd.)</td><td>Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)</td><td>acverma1@gmail.com</td></tr><tr><td>2.</td><td>Shri Virendra Bahadur Singh, IPS (Retd.)</td><td>H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010</td><td>vbsinghips@gmail.com</td></tr></table>			SI No.	IEM	Address	Phone & Email	1.	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail.com	2.	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	vbsinghips@gmail.com	BIDDER to confirm
SI No.	IEM	Address	Phone & Email													
1.	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail.com													
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	vbsinghips@gmail.com													
F	DELIVERY PERIOD BIDDER to confirm delivery period as : 15 months from date of ordering(BHEL PO) on CIP Raozan Power Plant, Chattogram,Bangladesh. BIDDER to provide detailed time schedule of delivery (design, procurement, manufacture and testing). NOTE : BIDDER to please note BHEL reserves the right to reject the offer for offers with unsuitable deliveries. Hence, BIDDER to provide the best delivery as per BHEL NIT .			BIDDER to confirm												
f1	BIDDER to submit the format SCHEDULE-D DELIVERY TIME along with bid. (Vol-2 of 2, PART B) Page 86 for scope applicable to BIDDER			BIDDER to confirm												
G	DELIVERY TERMS															



BHEL requirements		Supplier Confirmations (YES / NO / NOTED)
	Incoterms : All Plant and Equipment to be supplied from outside Bangladesh, including Mandatory Spare Parts, shall be quoted on Incoterms "CIP [Raozan Power Plant]" in export sea worthy packing as per BPDB specification, Ocean Freight & Insurance in scope of BIDDER. BHEL reserves the right to reject or load the offer with any other Delivery Terms, as per BHEL ITB Clause 16.	BIDDER to confirm
g1	BIDDER to confirm Appendix-1 Clause F. PACKAGING of Appendix-1 (Vol-1 of 2) page 131,132	BIDDER to confirm
g2	Any missing items in the BIDDER shipment noticed after despatch shall be delivered in DDP site basis only. BIDDER to confirm.	BIDDER to confirm
H	SUBMISSION OF PRICE BID (Part-2) and TECHNOCOMMERCIAL BID (Part-1)- SEE Note below This tender document along with the following documents duly filled in, signed and stamped shall constitute the offer. 1. Price bid shall be furnished inline with BHEL document Annexure-P. Further, the Schedule for Plant and Services (Form PG5A – 3, Vol. 1 of 2 Page 158 of tender document) shall also be properly filled up by the BIDDERS. BIDDERS are not allowed to change/ modify the format of Annexure-P / Price Schedule for Plant and Services (Form PG5A – 3). Tender Submission Letter for Financial offer (Form PG5A- 1b) (Vol-1 of 2) Page 146 to 148 shall be submitted with price bid . NOTE: It is mandatory for the BIDDER to indicate "QUOTED/Not applicable/Nil" in the unpriced schedule of Priced Schedule submitted along with the Technical and unpriced commercial bid. If the Bidder fails to quote for any item in the Price bid, it will be implied that such item is either included elsewhere in the quoted prices or Not Applicable/Nil as per Owner's decision depending upon the item.	BIDDER to confirm
h1	NOTE for TECHNICAL BID Submission : The offer containing the above along with other documents should be submitted by the vendor in sealed cover clearly indicating the tender no. and due date on the envelope, to the following address :Tender box, Vendor Complex Building , Adjacent to Admn. bldg., BHEL R.C.Puram, Hyderabad,Telangana State, India 502032. The offer with heading subject HY/GT/PUR/BPDB Raozan/MOU/2020/001 Prebid Technical Bid can also be sent by E-mail to technicalbid_hyd@bhel.in Note : Please ensure that the email size does not exceed 7MB. If the size is higher than 7 MB, please split the email in many parts and send the emails with heading as "HY/GT/PUR/BPDB Raozan/MOU/2020/001" Prebid Technical Bid- Part 1 of n " , "HY/GT/PUR/BPDB Raozan/MOU/2020/001 Prebid Technical Bid- Part 2 of n" , etc till , "HY/GT/PUR/BPDB Raozan/MOU/2020/001" PrebidTechnical Bid- Part n of n "	BIDDER to confirm
h2	NOTE for PRICE BID Submission :The offer containing the priced offer as per above should be submitted by the vendor in sealed cover clearly indicating the tender no. and due date on the envelope, to the following address :Tender box, Vendor Complex Building , Adjacent to Admn. bldg., BHEL R.C.Puram, Hyderabad,Telangana State, India 502032. Also REFER POINT B(i) of BHEL ITB Document. The offer with heading HY/GT/PUR/BPDB Raozan/MOU/2020/001 Prebid PRICE Bid can also be sent by E-mail to pricebid_hyd@bhel.in	BIDDER to confirm
h3	NOTE : The Offers have to be mandatorily submitted as per points above. BHEL reserves the right to reject the Bids which are not submitted as per above.	
I	PRICE SCHEDULE (currency to be indicated).	



BHEL requirements		Supplier Confirmations (YES / NO / NOTED)
i1	BIDDER/ Vendor to confirm to submit prices in formats as per G above. The rates stated in the Price Schedule and the lump sum price(s) shall not be subject to escalation or increase for any reason whatsoever upto validity.Quoted prices are firm and fixed till complete execution of the entire order.The Contract Price shall be firm and not be subject to price adjustment.(PCC-56.2) Bidder must quote the price in this Price Schedule formats only. The formats shall not be changed and/or retyped.Prices submitted in any other format is not acceptable. NOTE : With Technical Bid: Bidder to clearly indicate 'Quoted' against each Sr. No. in the price column in the unpriced Price Schedule against relevant columns . i.e Unpriced part with the Unpriced Bid. With Price bid :Bidders to submit Price part of above Price schedule in their Priced Bid Evaluation shall be done as per the NIT.	BIDDER to confirm
i2	Prices for BIDDER scope of supply to be quoted in Price bid Annexure-P separately. Name of the foreign currency: U.S. Dollars/Euro/ Pound Sterling /Japanese yen and Bangladeshi Taka (Section 2 ITT 27.4 (Vol-1 of 2 Page 45)	BIDDER to confirm
i3	Spares & consumables during Warrantee period As per SCHEDULE-F (Page 89 Vol-2 of 2, PART B) , Note: Prices to be quoted in Price bid Annexure-P separately. As part of the contract, the BIDDERS will be liable for providing all spares, consumable and expertise service for day to day, unscheduled, breakdown maintenance of complete combined cycle power plant including GTG & their auxiliaries during defect liability period from the Operational Acceptance Certificate of the plant.	BIDDER to confirm
i4	Special tools and tackles: To be supplied for all equipment of Bidders scope of supply NOTE : Special tools and tackles shall be handed over to OWNER.Special tools, Special lifting & handling appliances and dismantling & assembling tools for GT and ST unit SI No IG-11 (Vol-1 of 2) Page 164 Note: Prices to be quoted in Price bid Annexure-P separately.	BIDDER to confirm
i5	Startup and Commissioning spares, : As per d13 above, During warranty, contractor has to supply complete spares including O&M, normal wear & tear, consumables etc. required during 2 years operation. Bidder has to submit the detailed list with the tender. In case there is any spare items required during warranty period which is not part of the list then also bidder has to supply that spare parts Note: Prices to be quoted in Price bid Annexure-P separately.	BIDDER to confirm
i6	Foundation hardware: All foundation hardware for the equipment in BIDDER scope and all Auxiliaries to be mandatorily considered by BIDDER Note :BIDDER/ Vendor to confirm the Clause. Note: Prices to be quoted in Price bid Annexure-P separately.	BIDDER to confirm
i7	Supervision of Erection and Commissioning (TDI): As per Technical Direction for Installation (TDI) services, BHEL DOCUMENT NO: HY/HPEP/RAOZAN/2020/0001 for all equipment of Bidders scope of supply. Note: Prices to be quoted in Price bid Anexure-P separately.	BIDDER to confirm



BHEL requirements		Supplier Confirmations (YES / NO / NOTED)
i8	Training services: To confirm as per end customer specifications Refer i) PCC/GCC 38.2 (Vol-1 of 2) Page 115,116, ii) Also confirm submission of "Schedule No. 3 – Design & other Services" (Vol-1 of 2) Page 168 and iii) SCHEDULE - J DESCRIPTION OF TRAINING PROGRAMME (Page 94 Vol-2 of 2, PART B) etc.. iv) Clause 2.15 of Section 2 of Vol-2 of 2, PART A Note: Prices to be quoted in Price bid Annexure-P separately.	BIDDER to confirm
i9	Operation & Maintenance During Warranty Period for Gas Turbine & Associated Auxiliaries Note: Prices to be quoted in Price bid Annexure-P separately.	BIDDER to confirm
i10	BIDDER to confirm that goods and services are subject to stage-wise & final Inspection by Owner / Owner's Authorized representative and prices quoted are considering the above. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.	BIDDER to confirm
i11	LONG TERM SERVICE AGREEMENT (LTSA) : Note: Prices to be quoted in Price bid Annexure-P separately.	BIDDER to confirm
J	PAYMENT TERMS	
	PAYMENT for supplies: BIDDER to confirm clauses below If LC is opted , then all LC charges within India to BHEL account. All charges outside India including , confirmation/ discounting/ extension charge etc. to be borne by BIDDER.	BIDDER to confirm
J1	PAYMENT for supplies (Plant and Mandatory Spare Parts): All payments shall be made by BHEL to BIDDER after receipt of payments from end customer. The payments will be based on mile stone payments. Payment shall be released within 75 days after receipt of relevant documents complete in all respects (refer BPDB Appendix 1 Clause C,D,E,F -pages 128 to132 of Annexure-1(Vol-1 of 2). i) Ten percent (10%) Pro rata against placement of sub orders for major raw materials against submission of equivalent BG, valid till complete execution of order plus three months claim period, through Wire Transfer. Major Raw Material for payment against placement of sub orders: Castings/Forgings for Gas Turbine, Steam turbine, Generator, Gas Booster Compressor and Pressure Parts for HRSG and I/O modules and Processor modules for DCS. ii) Sixty percent (60%) of the total or pro rata CIP amount upon Incoterm "CIP," shall be paid out of the irrevocable Letter of Credit upon presentation of invoice along with complete shipping documents. Payment advice shall be issued to the Bank upon receipt of the negotiable shipping documents duly verified by BHEL. iii) Twenty percent (20%) of the total or pro rata value of CIP amount upon Incoterm "CIP", after issuance of RCDR (Receiving Cum Damage Report). The payment shall be paid against submission of invoices duly verified by BHEL. iv) Five percent (5%) of the total or pro rata value of CIP amount shall be paid only after successful ICO, Guarantee tests and after issuance of Operational Acceptance Certificate/ Provisional acceptance certificate (PAC) against submission of invoices duly verified by BHEL. v) Five percent (5%) of the total or pro rata value of CIP amount shall be paid after issuance of Final Acceptance Certificate (FAC) against submission of invoices duly verified by BHEL. Note-1 : Major Raw Material for payment against placement of sub orders : Castings/Forgings of Gas Turbine & Steam turbine, Generator, GBC and HRSG tubes.	BIDDER to confirm



BHEL requirements		Supplier Confirmations (YES / NO / NOTED)
J2	DOCUMENTATION FOR PAYMENT and REPORTING, CLEARING AND SHIPPING DOCUMENTS BIDDER to confirm BPDB Appendix 1 Clause C,D, -pages 128 to130 of Appendix- 1(Vol-1 of 2). .	BIDDER to confirm
J3	PAYMENT FOR Supervision of Erection & Commisioning of equipment & Auxiliaries , Installation and Commissioning Services : Payment for Supervision of Erection & Commissioning of GT, Gen, ST, HRSG, GBC, DCS & Auxiliaries shall be made by BHEL to BIDDER after receipt of payments from end customer. Payment shall be released within 75 days after receipt of relevant documents complete in all respects. i) Ninety percent (90%) of the total or pro rata value of measured value of work performed by the BIDDER, against monthly invoice duly verified by BHEL ii) Five percent (5%) of the total or pro rata value of Installation and Commissioning Services amount shall be paid only after successful Reliability Test run (ICO), Guarantee tests and after issuance of Operational Acceptance Certificate/ Provisional acceptance certificate (PAC) against submission of invoices duly verified by BHEL iii) Five percent (5%) of the total or pro rata value of installation & other services amount shall be paid after issuance of Final Acceptance Certificate (FAC) against submission of invoices duly verified by BHEL. Note: No interest will be applicable for delayed payment.	BIDDER to confirm
J4	Payment for LTSA -NOTE: As per BPDB Clause GCC/PCC 65.1 , Vol. 2 of 2 (PART C) Page 44	BIDDER to confirm
J5	TAXES : For both Main supplies & Services BIDDER to note that TDS towards taxes against WHT has to be borne by BIDDER as per Double Taxation Avoidance Agreement (DTAA.). Form-16A for such TDS deductions will be provided by BHEL. BIDDER to confirm this clause . Also refer BHEL ITB Clause 6B	BIDDER to confirm
J6	BIDDER to confirm BPDB Clause 60 GCC TAXES AND DUTIES :GCC Clause 60. (Vol-1 of 2) Page 96 and also PCC/GCC 60.1 & 60.2 (Vol-1 of 2) Pg 120,121	BIDDER to confirm
J7	E. BOOKS AND RECORDS : The BIDDER shall maintain books and records covering all transactions under this Contract. These books and records shall be available for inspection and audit by the Board for a period of three (3) years after termination as provided under the Contract. Refer Appendix-1 (Vol-1 of 2) Page 131	
K	PRICE REDUCTION FOR NEGOTIATIONS WITH end Customer In the event of price reduction during negotiation between BHEL and the end Customer, any corresponding reduction related with M/s BIDDER scope shall be discussed and same reduction will be passed on to M/s BIDDER.	BIDDER to confirm
L	LIQUIDATED DAMAGES FOR DELAYED DELIVERY: a) LDs for delay : BIDDER to confirm Clause no.63 of BPDB's GCC (Vol-1 of 2) Page 97 however, the applicable rate for liquidated damages for BHEL enquiry: i) 0.1% of total BHEL PO price per day for delay in BHEL PO delivery date. Maximum deduction for liquidated damages for delay: 10% of the BHEL PO price . The date of IGM for shipment of last consignment shall be considered for LD. ii)No bonus will be given for earlier Completion of the Facilities or part thereof.	BIDDER to confirm
M	PRICE REDUCTION FOR FUNCTIONAL GUARANTEES (PERFORMANCE PENALTY)	



BHEL requirements		Supplier Confirmations (YES / NO / NOTED)
	b) LD for Functional Guarantee & penalty : BIDDER to confirm Clause no.43 of BPDB's GCC and PCC- Functional Guarantees for BIDDER scope of supply and BPDB tender specifications on back to back basis. Apart from LD above , separate LD for Functional Guarantee & penalty during defect liability period (Vol-1 of 2- Page 141) will be imposed as per Appendix-8. (Vol-1 of 2- Page 140,141).	BIDDER to confirm
m1	Total LD cap: As per BPDB Clarifications & Addendum no. 01 SI no. 10: If LD for Delay in completion is more than 10% of the total contract price or / and LD for Net output and Net Heat Rate (for any one individual case such as failure to achieve guaranteed Net Output or failure to achieve guaranteed Heat Rate) is more than 10% of the total contract price, BPDB reserves the right to terminate the contract. Total LD cap for Delay in completion LD and LD for Functional Guarantees is limited to 20%. BIDDER to confirm.	BIDDER to confirm
N	DEFECT LIABILITY PERIOD AND LATENT DEFECTS BIDDER to confirm Clause 42 of GCC (Vol-1 of 2) Pg 83 to 85 and also PCC (Vol-1 of 2).(Vol-1 of 2) Page 118,119 on back to back basis. The Defect Liability Period shall be twenty four (24) months from the Operational Acceptance of the Facilities. BHEL reserves the right to reject offers for any other terms.	BIDDER to confirm
O	BID BOND / BANK GUARANTEE SUBMISSION (on Non Judicial Stamp Paper for applicable value) Refer Clause o2 below for List of Banks BID BOND : As per BHEL norms, the BIDDER/ Vendor to confirm to submit a bid bond for 1% value of MOU i.e. BHEL contract/PO value on BIDDER/vendor within 30 days of signing of MOU as security deposit valid during validity period of MOU. BHEL Bank Guarantee format-enclosed -Document (Bank Guarantee Format for Bid Bond or Security Deposit.pdf) (No deviations) to be submitted ,duly filled-in	BIDDER to confirm
o1	PERFORMANCE BANK GUARANTEE:: BIDDER to confirm PERFORMANCE BANK GUARANTEE as per Bidding documents.:BIDDER to submit within 15 days of BHEL PO, a Performance Bank Guarantee for 10% Value of BHEL PO value valid up to the completion of the Contract including the Defects Liability Period plus 6 months beyond the expiry of defect liability period. BHEL Bank Guarantee format-enclosed -Document (Bank Guarantee Format for Performance.pdf) (No deviations) to be submitted Duly filled-in (as applicable at the time of contract finalisation) Performance security shall not be reduced. The security shall be valid to its full value until completion of the Defects Liability Period (plus 6 months), provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 42.8 hereof, the BIDDER shall issue an additional security in an amount proportionate to the Contract Price of that part.	BIDDER to confirm



BHEL requirements		Supplier Confirmations (YES / NO / NOTED)																																								
o2	LIST of BHEL Consortium BANKS for opening of BANK GUARANTEES by BIDDER/ Vendor <table><tr><th colspan="2">List of Consortium Banks *</th></tr><tr><th>Nationalised Banks</th><th>Nationalised Banks</th></tr><tr><td>1 Allahabad bank</td><td>19 Vijaya Bank</td></tr><tr><td>2 Andhra bank</td><th>Public Sector Banks</th></tr><tr><td>3 Bank of Baroda</td><td>20 IDBI</td></tr><tr><td>4 Canara Bank</td><th>Foreign banks</th></tr><tr><td>5 Corporation bank</td><td>21 CITI Bank N.A</td></tr><tr><td>6 Central bank</td><td>22 Deutsche Bank AG</td></tr><tr><td>7 Indian Bank</td><td>23 The Hongkong and Shanghai Banking Corporation Limited</td></tr><tr><td>8 Indian Oversea Bank</td><td>24 Standard Chartered Bank</td></tr><tr><td>9 Oriental bank of Commerce</td><td>25 J P Morgan</td></tr><tr><td>10 Punjab National Bank</td><td></td></tr><tr><td>11 Punjab & Sindh Bank</td><th>Private banks</th></tr><tr><td>12 State Bank of India</td><td>26 Axis Bank</td></tr><tr><td>13 State Bank of Hyderabad</td><td>27 The Federal Bank Limited</td></tr><tr><td>14 Syndicate Bank</td><td>28 HDFC</td></tr><tr><td>15 State Bank of Travancore</td><td>29 Kotak Mahindra Bank</td></tr><tr><td>16 UCO Bank</td><td>30 ICICI</td></tr><tr><td>17 Union Bank of India</td><td>31 Indusind Bank</td></tr><tr><td>18 United Bank of India</td><td>32 Yes Bank</td></tr></table>	List of Consortium Banks *		Nationalised Banks	Nationalised Banks	1 Allahabad bank	19 Vijaya Bank	2 Andhra bank	Public Sector Banks	3 Bank of Baroda	20 IDBI	4 Canara Bank	Foreign banks	5 Corporation bank	21 CITI Bank N.A	6 Central bank	22 Deutsche Bank AG	7 Indian Bank	23 The Hongkong and Shanghai Banking Corporation Limited	8 Indian Oversea Bank	24 Standard Chartered Bank	9 Oriental bank of Commerce	25 J P Morgan	10 Punjab National Bank		11 Punjab & Sindh Bank	Private banks	12 State Bank of India	26 Axis Bank	13 State Bank of Hyderabad	27 The Federal Bank Limited	14 Syndicate Bank	28 HDFC	15 State Bank of Travancore	29 Kotak Mahindra Bank	16 UCO Bank	30 ICICI	17 Union Bank of India	31 Indusind Bank	18 United Bank of India	32 Yes Bank	BIDDER to confirm
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P	PRICE VALIDITY : The prices should be kept valid for acceptance for a minimum period of 9 months from the date of opening of BPDB's Technical and Unpriced commercial Bids. Quoted price shall be valid for the period and should be firm during validity of offer and execution of Purchase order.- BIDDER to confirm BHEL reserves the right to reject the bids for non compliance. A bid valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances, prior to the expiration of the bid validity period, the BHEL may request Bidders to extend the period of validity of their Bids.[(BPDB Section 1. Instructions to Tenderers Clause 31. (Vol-1 of 2) Extension of Tender Validity and Tender Security)]	BIDDER to confirm																																								
p1	SPARES PRICE VALIDITY: i) BIDDER to indicate the itemized price for each spare in the list of Commisioning, Mandatory and 2 years O&M spares etc . BIDDER to confirm that quoted prices are firm and fixed till guarantee/warranty period of the entire order. ii) BHEL reserves the right to procure any of the spares from above list.	BIDDER to confirm																																								
R	ARBITRATION: As per Clause 57 of BHEL ITB Document enclosed	BIDDER to confirm																																								
S	LEGAL SETTLEMENT: This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India as per Clause 58 of BHEL ITB Document enclosed	BIDDER to confirm																																								
T	LIMITATION OF LIABILITY: BIDDER to confirm Clause 45 of Section 3. BPDB's GCC : Cl 45.1 Except in cases of criminal negligence or willful misconduct, (a) neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, other than specifically provided as any obligation of the Party in the Contract, and the aggregate liability of the BIDDER to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the amount resulting from the application of the multiplier of 1.0 to the Contract Price.	BIDDER to confirm																																								
U	SUSPENSION AND TERMINATION CLAUSE: BIDDER to confirm BPDB Clause 66,67&68 of BPDB GCC/PCC (Vol-1 of 2) 101 to 105	BIDDER to confirm																																								



BHEL requirements		Supplier Confirmations (YES / NO / NOTED)
V	INSURANCE: BIDDER to provide Cargo Insurance During Transport as per delivery incoterms as per BHEL PO for Bidder's scope . As per BPDB Clarifications & Addendum no. 01 Sl no. 11 : (a) Cargo Insurance: Amount [in currency(ies)] 110% of CIP value of Contract Price (b) Installation All Risks Insurance: Amount [in currency (ies)] 110% of Contract Price of respective price schedule. BIDDER to confirm providing the insurance for their workers, general liability and employer's liability, ARBR/CAR, All risk property insurance etc. BHEL will take required insurances separately as per Customer contract .	BIDDER to confirm
W	NOTE 1: BIDDER/ Vendor to confirm that all Customer's NIT points along with Corrigendums/Amendments/revisions etc. and Clarification Clauses etc. are agreed to on "back to back" basis for both the Technical and Commercial T & C for the scope applicable to BIDDER NOTE 2: The Bidder shall bear all costs associated with the preparation and submission of its Bid, Site visits, clarifications meetings in or out of the End Customer or Bidder(BHEL) offices and BHEL shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process. NOTE 3: BHEL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for the BHEL's action.	BIDDER to confirm
	Signature	
	Name	
	Stamp /Seal	