



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
PROJECT ENGINEERING MANAGEMENT
NOTICE INVITING TENDER (NIT)

Enquiry No- PE/PG/NCF/E-7048/2022

Date- 11-Aug-22

OPEN TENDER ENQUIRY THROUGH E-PROCUREMENT
(CONDITIONAL ENQUIRY)

BHEL invites offers from reputed bidders as per following terms and conditions -

1. Mode of Enquiry	E - PROCUREMENT	
	Tender submission through e-procurement portal- https://eprocarebhel.co.in/nicgep/app	
2. Project	1X800 MW TANGEDCO NORTH CHENNAI TPP STAGE-III – (FGD SYSTEM PACKAGE)	
3. End Customer	TANGEDCO	
4. Executing Agency	BHEL-PS-PEM	
5. Package	GYPSUM DEWATERING EQUIPMENT (VACUUM BELT FILTER TYPE) (SUB ASSEMBLY OF FGD)	
5.1 Nature of Package	Non-divisible	
6. Due Date & Time	08 Sept 2022	11.00AM
Opening Date & Time	08 Sept 2022	16.00PM
7. Earnest Money Deposit (EMD)	NIL	
8. Security Deposit (SD)	NIL	
9. Tender Cost	NIL	
10. Numbers of Part bid	2-Part bid (Techno-commercial and price bid)	
11. Technical Scope	As per Technical specification No: PE-TS-485-571-A901, Rev 00	
12. Last Date for Seeking Clarification	22 August 2022	
13. Schedule of Pre Bid Discussion	Pre-bid conference shall be arranged based on pre-bid queries received. The schedule of pre-bid meeting shall be intimated later.	
14. Prequalification Requirement	Financial PQR-NO	Technical PQR- YES
15. Delivery terms	FOR Despatch Station.	
16. Delivery Schedule :-		
For Supply	Within 08 months from the date of CAT-I approval of primary drawing/document or manufacturing clearance subjected to drawing/documents submission /re-submission as stipulated in Annexure-V of Section –I of project technical specification.	
Mandatory Spares	Supply of mandatory spares shall be along with respective main equipment	
Supervision for Services & PG Test	Bidder to depute their personnel at site within 4 weeks from the date of intimation by BHEL	
	Bidders to note the followings- a. The end period specified is for completion of the deliveries and vendor may be asked to supply the material before delivery schedule to meet the project requirement. b. Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT Master Drawing List with Schedule of Submission has been provided at Annexure-V, Sub-Section-D of Section-I in the technical specification.	



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	Note : Supply time period as specified above shall be reduced by the time period equivalent to the delay attributable to bidder in submission/resubmission of drawing/document beyond stipulated time frame..
17. Bidders to contact BHEL-PEM (over phone/mail/visit-BHEL-PEM) for any clarification (technical or commercial) at least 10 days before due date of tender opening & get it clarified well before due date so that offers by the bidders may be submitted within due date & time.	
18. Prices shall be Firm till completion of contract.	PVC Formula, If applicable :- NA
19. CIF Content	Not available
20. Integrity Pact Applicability -	YES
21. In line with cl. No. 12 of (ITB) GCC Rev 07, following Independent External Monitors (IEMs) have been appointed by BHEL. 1. Shri Otem Dai, IAS (Retd.) - iem1@bhel.in 2. Shri Bishwamitra Pandey, IRAS (Retd.) - iem2@bhel.in 3. Shri Mukesh Mittal, IRS (Retd.) -iem3@bhel.in	
22. Tender Evaluation - The evaluation currency for this tender shall be INR. Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable. The loading (technical/commercial), if any, shall be added at the time of evaluation. Ordering shall be done after de-loading the commercial/ technical loading from bidder's final price.	
23. Terms & Conditions:- The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), GCC Rev 07 and Corrigenda 01 to GCC Rev 07 which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.	
24. Bidders who fulfil Technical Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements.	
25. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) does not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking." In case of single qualified bid, price bid of single qualified bidder shall be opened.	
26. Regarding verification of PQR documents- Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same are found not available, Purchaser has right to reject such document from evaluation.	
27. Bidder to note that this is an Open Tender enquiry & PBO/RA participation shall be subject to following condition: a) Qualifying Technical Pre-Qualification Requirement. b) Techno-commercial acceptance of offer by BHEL-PEM. c) Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder. Accordingly, bidders are requested to submit credential as per the format enclosed herewith along with their technical bid. The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at www.bhelpem.com-->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.	
28. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com), https://eprocurebhel.co.in/nicgep/app & BHEL-PEM website (www.pem.bhel.com). Bidders should regularly visit websites to keep themselves updated.	
29. BG should be in favour of PEM. L1 Vendor will be required to submit BG as per GCC Rev-07. Bidder to refer SI No 10 of Corrigenda 01 to GCC Rev 07 in this regard.	
All bidders to note that clause no 11.2 of GCTC of GCC Rev 07 shall be read as	



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For Order/ PO values (cumulative value of contract – main supply, services, mandatory spares, etc.) equal to or above Rs. 25 Lakhs (excluding taxes, duties and freight), the vendor shall submit Contract Performance Bank Guarantee (as per Annexure-III) for 5% of Order/ Contract value (excluding taxes, duties & freight) before first submission of documents for payment to cover the due performance of Order/ Contract and to fulfil the guarantee conditions stipulated in the Order/ Contract.

30. Payment terms:

- a. Payment terms for Main supply: - As per GCC Rev 07.
- b. Payment terms for training: -100% payment shall be released after successful completion of the activity on pro rata basis, on Site certification/ certification by engineering as applicable.
- c. Payment terms for Supervision of E&C, Mandatory spares & PG test shall be as per GCC Rev 07.

Clause no 9.6 of GCTC of GCC Rev 07 shall be read as-

"Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as per clause no 9.7.2 – 9.7.5 below –

- a. 90 days for non MSME as per MSMED Act
- b. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
- c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act."

31. If bidder mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, bidder shall be bound to supply the same without any extra cost and the same shall be deemed to be included in the price quoted by the bidder.

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

MR. SUMEET SAHAY, MGR, BOP
M/S BHARAT HEAVY ELECTRICALS LTD.,
PROJECT ENGINEERING MANAGEMENT,
POWER PROJECT ENGINEERING
INSTITUTE,
HRD & ESI COMPLEX,
PLOT NO 25, SECTOR-16 A, NOIDA-201301
KIND ATTN: SUMEET SAHAY/ BOP
E-MAIL: SUMEETSAHAY@BHEL.IN
PH. NO. 0120-4213532 ,09999498202

MR. MANISH SHUKLA/SR DGM-BOP
M/S BHARAT HEAVY ELECTRICALS LTD.,
PROJECT ENGINEERING MANAGEMENT,
POWER PROJECT ENGINEERING
INSTITUTE,
HRD & ESI COMPLEX,
PLOT NO 25, SECTOR-16 A, NOIDA-201301
E-MAIL: MANISHSHUKLA@BHEL.IN
PH. NO. 0120- 4368844, 9811711428

33. Over all (%) quantity variation: The variation on overall package value due to changes in the scope shall be limited to +/-10%

34. **Insurance Deductibles** - Insurance Deductibles/Excess shall be as follows:

For Marine Cover:

- a. 0.25% of consignment value subject to minimum of Rs 20,000/-

"The above mentioned insurance deductibles/excess are tentative in nature and may change after award of contract which will be applicable within quoted price".

35. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the Bidder is found having indulged in any of the above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

36. All Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.

37. GST shall be payable extra at actual as per the HSN code finalized for the items during detailed BBU.

38. In place of clause no 26 of (ITB) GCC-Rev-07, following clause to be considered:

"For this procurement, offers from Class I Local Supplier / Class II Local Supplier / Non Local supplier shall be considered. Purchase preference to Class I local supplier, as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dated 16.09.2020 issued by DPIIT shall be given. Further, please note that this package is not divisible in nature.



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Bidders are required to provide the following along with the part-1 bid:

- (i) The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content, in accordance with para 9 (b) of PP-MII order revision dated- 16.09.2020.
- (ii) Provide the details of the location(s) at which the local value addition shall be made.

39. This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated.20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc.) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the NIT items/Package”

40. **CHARGES FOR SUPERVISION OF E&C:** Supervision of E&C charges should not exceed 2% of the total contract value, failing which the quoted amount shall be restricted (2% of the total contract value) by BHEL at the time of evaluation and ordering.

41. Due to Covid-19 Pandemic crisis prevailing in the country, BHEL may go for remote inspection for the subject package. Bidders are requested to be equipped with the facilities/gadgets as required for smooth conductance of inspection remotely.

42. Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.

43. SI No 03 of Corrigenda 01 to GCC Rev 07 regarding “Restriction under Rule 144(xi) of General Financial Rules (GFRs) 2017” shall not be applicable.

44. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.

45. Bidders to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Bidders shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>.

Following documents need to be uploaded:

- Offer forwarding/ Covering letter & Documents required for meeting Technical & Financial PQRs
- Local content certificate in line with Make in India Order dated 16.09.2020.
- Certificate as per Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.
- Credentials as per format
- Un-price bid, annexure-II (Cost of Withdrawal of Deviation) and Price bid along with annexure-II on BHEL e-procurement portal (<https://eprocurebhel.co.in/nicgep/app>)

46. It shall be the responsibility of the bidder to ensure that the tender is uploaded on or before the due date and time. Late offers are not accepted. Part-I bids shall be opened at 04:00 PM on due date through e-procurement Portal.

47. Please note that Part Supplies offered for tender BOQ shall disqualify the bidder's offer.

48. Documents and Credential as per Technical PQR, Techno Commercial Bids and Price Bids should be uploaded on the e-procurement portal.

49. Bidder to give single (Non Zero) % of freight charges in the freight column. Bidders have to give same % of freight for both Main Supply and Mandatory Spares Supply.

50. Successful L1 bidder will be asked to submit mandatorily the GeM Seller ID before placement of Order/Award of contract.

51. “Self-declarations/ auditor's/ accountant's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07- 2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.”

52. Purchase preference to Micro and Small Enterprises (MSEs)

52.1 For Divisible Packages:



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Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L 1 + 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% percentage of total quantity.

52.2 For Non Divisible Packages:

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L 1 + 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% percentage of total quantity.

53. Please refer GCC Rev 07 and Corrigenda 01 to GCC Rev 07 which is available on <https://pem.bhel.com/> You are requested to kindly download the same.

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date

Thanking You.
For and on behalf of BHEL

Sumeet Sahay/Manager /BOP

Enclosures: - (1) Annexure I – Price Schedule/BOQ (2) Annexure II – Cost of Withdrawal (3) Annexure III – Integrity Pact (4) Annexure IV - Credentials format for Customer approval (5) SCC for project (6) Technical Specification (9) Technical PQR

ANNEXURE-I (PRICE FORMAT)

NAME OF PROJECT:	1X800 MW TANGEDCO NORTH CHENNAI TPP STAGE-III – (FGD SYSTEM PACKAGE)
NAME OF PACKAGE:	GYPSPUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)
ENQUIRY NO.	PE/PG/NCF/E-7048/2022, DTD-11.08.2022
TECHNICAL SPECIFICATION:	PE-TS-485-571-A901, Rev 00
Name of the Bidder	

S. No.	DESCRIPTION	UOM	QTY	ONLY FOR INDIAN BIDDERS				ONLY FOR FOREIGN BIDDERS	
				TOTAL Ex-WORKS PRICE (INR)	FREIGHT IN %	FREIGHT AMOUNT (INR)	TOTAL FOR SITE PRICE (INR)	CURRENCY	TOTAL C&F PRICE (AT NEAREST PORT OF NORTH CHENNAI SITE)
1.0	Total lump sum firm price for SUPPLY PART, SERVICE PART & MANDATORY SPARES comprising of design (i.e.preparation and submission of drawing/ documents including “As Built” drawings and O&M manuals), Engineering, manufacture, fabrication, assembly, inspection / testing at vendor’s & sub-vendor’s works,Charges of BHEL/ Customer nominated inspection agency (if equipment sourced from outside India), painting, maintenance tools & tackles, fill of lubricants & consumables, mandatory spares alongwith spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site, Supervision of Erection & Commissioning, trial run at site and carrying out performance guarantee tests at site, training of customer/client O&M staff, training at manufacturer’s works & final handing over to end customer in flawless condition for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order for the complete Gypsum Dewatering Equipment.	Lot	1				₹ -	-	-
2.0	MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE.								
2.1	Prices for SUPPLY part comprising of design (i.e. preparation and submission of drawing /documents including “As Built” drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor’s & sub-vendor’s works, Charges of BHEL/ Customer nominated inspection agency (if equipment sourced from outside India), painting, maintenance tools & tackles, fill of lubricants & consumables, alongwith spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. Price breakup to be furnished as per enclosed at Annexure-I A	Lot	1	₹ -		₹ -	₹ -		-
2.2	Total lumpsum firm prices for Services comprising of Supervisory service part for assembly, erection & commissioning, trial run at site and carrying out Performance guarantee at site, Training to customer/ client personnel covering hands on experience of operation and maintenance and training at manufacturer’s works for Gypsum Dewatering Equipment and handover in flawless condition of the package to the customer complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification as specified above, amendment & agreements till placement of order. Price breakup to be furnished as per enclosed at Annexure-I B	Lot	1	₹ -		NA	₹ -		-

ANNEXURE-I (PRICE FORMAT)

NAME OF PROJECT:	1X800 MW TANGEDCO NORTH CHENNAI TPP STAGE-III – (FGD SYSTEM PACKAGE)
NAME OF PACKAGE:	GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)
ENQUIRY NO.	PE/PG/NCF/E-7048/2022, DTD-11.08.2022
TECHNICAL SPECIFICATION:	PE-TS-485-571-A901, Rev 00
Name of the Bidder	

S. No.	DESCRIPTION	UOM	QTY	ONLY FOR INDIAN BIDDERS				ONLY FOR FOREIGN BIDDERS	
				TOTAL Ex-WORKS PRICE (INR)	FREIGHT IN %	FREIGHT AMOUNT (INR)	TOTAL FOR SITE PRICE (INR)	CURRENCY	TOTAL C&F PRICE (AT NEAREST PORT OF NORTH CHENNAI SITE)
2.3	Total lumpsum firm price for Mandatory spares comprising of manufacture, fabrication, assembly, inspection / testing (as applicable) at vendor's & sub-vendor's works, painting, forwarding, proper packing, shipment, delivery at site & guarantee as per tender technical specification above, amendment & agreements till placement of order. Price breakup to be furnished as per enclosed at Annexure-I C	Lot	1	₹ -	0%	₹ -	₹ -		-
2.4	Prices for ENGINEERING PART for project and package specified for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Lot	1				₹ -		

Note -
 1) Please note that the complete engineering of the package is in the scope of bidder as per the tender requirement. However, for the payment purpose bidder to note that 50% of price as per sl. no. 2.4 shall be made against basic engineering (i.e. submission & approval of basic drawing/ documents as indicated in tender specification Section-I, Sub section-ID, Annexure-V) and and the remaining payment shall be made for the balance engineering drawing /document submission & approval on pro-rata basis.

**ANNEXURE - I A TO NIT REF NO-PE/PG/NCF/E-7048/2022, DTD-11.08.2022
(PRICE BREAKUP FOR SUPPLY)**

NAME OF PROJECT:		1X800 MW TANGEDCO NORTH CHENNAI TPP STAGE-III – (FGD SYSTEM PACKAGE)						
NAME OF PACKAGE:		GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)						
TECHNICAL SPECIFICATION No:		PE-TS-485-571-A901, Rev 00						
SL NO.	DESCRIPTION	UOM	Qty	ONLY FOR INDIAN BIDDERS		ONLY FOR FOREIGN BIDDERS		
				UNIT Ex-WORKS PRICE (INR)	TOTAL Ex-WORKS PRICE (INR)	CURRENCY	UNIT C&F PRICE (AT NEAREST PORT OF NORTH CHENNAI SITE)	TOTAL C&F PRICE (AT NEAREST PORT OF NORTH CHENNAI SITE)
1	Total Lumpsum prices for SUPPLY part comprising of design (i.e. preparation and submission of drawing /documents including “As Built” drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor’s & sub-vendor’s works, Charges of BHEL/ Customer nominated inspection agency (if equipment sourced from outside India), painting, maintenance tools & tackles, first fill & top-up of lubricants & consumables, alongwith spares for erection, startup and commissioning as required, forwarding, proper packing (sea worthy packaging in case shipped through sea), shipment and delivery at site for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	LOT	1		0.00	0		-
MAJOR BREAK-UP OF PRICES OF 1.0 ARE MENTIONED BELOW								
1.1	Primary hydro cyclone comprising of hydrocyclone clusters, anchor bolts, nuts and washers, flanges for inlet and overflow, a variety size of vortex finders for all the hydro cyclone, accessory piping within the skid to make the system complete.	SET	2		₹ -			-
1.2	Secondary hydro cyclone comprising of hydrocyclone clusters, anchor bolts, nuts and washers, companion flanges for inlet and overflow, variety size of vortex finders for all the hydro cyclone & accessory piping within the skid to make the system complete.	SET	2		₹ -			-
1.3	Vacuum Belt Filters complete with accessories, maintenance platform with staircase including discharge chute, and driving motors (IE3) with VFD & inverter panel, coupling along with guard.	NOS.	2		₹ -			-
1.4	Vacuum receivers with anchor bolts, nuts and washers.	NOS.	2		₹ -			-
1.5	Vacuum pumps with drive (IE3 motor) along with all connecting bolts/ nuts/ washers/foundation bolts for installation, coupling along with guard, required instruments and safety device (as required).	NOS.	2		₹ -			-
1.6	Vent fan including enclosure along with drive motor (IE3), coupling along with guard	NOS.	2		₹ -			-
1.7	Complete arrangement for cloth and cake washing arrangement, cloth and cake wash pumps with motors (IE3), coupling along with guard, associated piping, valves, spray nozzles & accessories	LOT	1		₹ -			-
1.8	Complete interconnected piping (slurry, air and water pipes) along with valves, rubber lining (wherever applicable), supports, gaskets, fasteners and accessories which is integral to Gypsum Dewatering Equipment as defined in technical specification, Section I, Sub-section-C1, Clause no. 2.1.1.9 (i).	LOT	1		₹ -			-
1.9	Complete instruments associated with equipment and integral piping as defined at 1.8 above for Gypsum Dewatering Equipment.	LOT	1		₹ -			-
GRAND TOTAL						₹ -		-
NOTE:								
1	Bidder to note that above BOQ for this tender has to be read in conjunction with tender specification. Any item, if not mentioned in above BOQ but indicated in tender specification and required for completion of the system shall deemed to be included in above price.							
2	Referring to Section I, Sub-section-C1, Clause no. 2.1.1.9 (ii) of the Technical Specification; Scope of Interconnected piping (slurry, air and water pipes) along with instruments, valves, rubber lining (wherever applicable), supports, gaskets, fasteners and accessories which is non-integral to Gypsum dewatering system are limited to engineering only and supply shall be made by BHEL. Engineering in bidder's scope includes layout & routing of pipes, preparation of isometric drawing and BOQ.							

**ANNEXURE - I B TO NIT REF NO-PE/PG/NCF/E-7048/2022, DTD-11.08.2022
(PRICE BREAKUP FOR SERVICES)**

NAME OF PROJECT:	1X800 MW TANGEDCO NORTH CHENNAI TPP STAGE-III – (FGD SYSTEM PACKAGE)
NAME OF PACKAGE:	GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)
TECHNICAL SPECIFICATION:	PE-TS-485-571-A901, Rev 00

S. No.	DESCRIPTION	UOM	QTY	FOR INDIAN BIDDERS		FOR FOREIGN BIDDERS		
				UNIT PRICE (INR)	TOTAL PRICE (INR)	CURRENCY	UNIT PRICE	TOTAL PRICE
1.0	Total lumpsum firm prices for Services comprising of Supervisory service part for assembly, erection & commissioning, trial run at site, carrying out Performance guarantee at site, Training to customer/ client personnel covering hands on experience of operation and maintenance at site, training at manufacturer's works and final handing over to end customer in flawless condition for project and package complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification as specified above, amendment & agreements till placement of order.	LOT	1		₹ -	-		-
MAJOR BREAK-UP OF PRICES OF 1.0 ARE MENTIONED BELOW								
1.1	COST OF SUPERVISION FOR SERVICES (EXCEPT ACTIVITIES MENTIONED AT 1.2 & 1.3)							
1.1.1	Total lump sum prices for visits [should include travel expenses to/ fro site, visa/ insurance (if applicable), intermediary stay] for Supervision of assembly, erection and commissioning, trial run at site & taining to O&M staffs	Nos.	4		₹ -			-
1.1.2	Total lump sum prices for Supervision of assembly, erection and commissioning, trial run at site & training to O&M staffs at Site including, local transportation, boarding, lodging & other related expenses.	days	60		₹ -			-
1.2	Total Lump sump price for successful conductance of Performance Guarantee test and handover in flawless condition of the package to the customer shall include to/ fro site travel expenses, visa/ insurance (as applicable), intermediary stay, local transportation, boarding & lodging & other related expenses.	LOT	1		₹ -			-
1.3	Total Lump sump price for training of employees of customer at manufacturer's works (6 man-days including lodging and boarding)	LOT	1		₹ -			-
GRAND TOTAL						₹ -		-

Note:	
1	No. of days at site defined at S.N. 1.1.2 above shall be calculated on the basis of presence at site (travel time is excluded).
2	Supervision of E&C charges (S.N. 1.1.1 & S.N. 1.1.2) should not exceed 2% of the total contract value, failing which the quoted amount shall be restricted (2% of the total contract value) by BHEL at the time of evaluation and ordering.
3	No. of Visits and days as mentioned at 1.1.1 & 1.1.2 above may vary, depending upon site requirement. Any variation in no. of visits & no. of days shall be exercised based on unit rate arrived from S.N. 1.1.1 & 1.1.2 above respectively.

**ANNEXURE - I C TO NIT REF NO-PE/PG/NCF/E-7048/2022, DTD-11.08.2022
(LIST OF MANDATORY SPARES)**

NAME OF PROJECT:		1X800 MW TANGEDCO NORTH CHENNAI TPP STAGE-III – (FGD SYSTEM PACKAGE)			
NAME OF PACKAGE:		GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)			
TECHNICAL SPECIFICATION:		PE-TS-485-571-A901, Rev 00			
Sl. No.	DESCRIPTION	Qty	ONLY FOR INDIAN BIDDERS		ONLY FOR FOREIGN BIDDERS
			TOTAL Ex-WORKS PRICE (INR)	CURRENCY	TOTAL C&F PRICE (AT NEAREST PORT OF NORTH CHENNAI SITE)
I.	MECHANICAL				
1	Hydro-cyclones (Gypsum Primary Dewatering, Secondary Waste Water and any other Hydrocyclone)				
a.	Hydro-cyclone Isolation Valve	10% of each type OR 1 no. whichever is higher			
b.	Hydro-Cyclone	10% of each type OR 1 no. whichever is higher			
c.	Hydro-Cyclone rubber lining - feed chamber & overflow chamber	10% of each type OR 1 no. whichever is higher			
d.	Vortex finder & Apex inserts	10% of each type OR 1 no. whichever is higher			
2	Vacuum Belt Filter				
a.	Filter Cloth	4 sets			
b.	Belt	1 sets			
c.	Vacuum Box Seals	2 sets			
d.	Drive Motor	1 no.			
3	Vacuum Pumps				
a.	Pump Impeller Assembly	1 no.			
b.	Pump Bearing	1 set			
c.	Seals	1 set			
d.	Motor	1 no.			
e.	V Belt	1 no.			
4	Vacuum Breaker Valves				
a.	Valve Assembly	1 no.			
b.	Actuator	1 no.			
5	Slurry Valves	4 nos. of each type and size			
6	Slurry Line Bends	4 nos. of each type and size			
7	Horizontal Centrifugal Pumps				
a.	Complete Impeller Assembly	1 no. of each type			
b.	Casing Liners	1 set* of each type			
c.	Bearing	2 set*			
d.	Motor	1 no. of each type			
e.	Pump discharge valve assembly	1 nos. of each type			
f.	V Belt	2 sets			
II.	MEASURING INSTRUMENTS				
SI. NO.	PARTICULARS	QUANTITY			
1.01.00	MEASURING INSTRUMENTS				
1.01.01	(i) All type of Transmitters including sensors.	10% or 1 no. of each type and model, whichever is more.			
1.01.02	1. Temperature elements				
	(i) RTD's* of each type and length(with head assembly, terminal block & nipple)	10% or 2 no. of each type & length, whichever is more.			
	(ii) Thermocouples of each type like K-type, R-type, metal etc. * (with head assembly, terminal block & nipple)	10% or 2 no. of each type & length, whichever is more.			
	(iii) Cold junction compensation boxes of each model (if applicable)	10% or 2 no. of each type & length, whichever is more.			
	(iv) Thermostatic units for each model of CJC box (if applicable)	10% or 2 no. of each type & length, whichever is more.			
	(v) Temperature transmitters	10% or 2 no. of each type & length, whichever is more.			
1.01.03	(i) Limit switches (for isolation valves)	2 nos. of each type			
	(ii) Local Indicators like temperature gauges, pressure gauges, differential pressure gauges, flow gauges, flow meters etc.,	5% or 1 no. of each make, model and type whichever is more (to be divided to various ranges in proportion to main of all make, model, type population)			
	(iii) Process Actuated Switch Devices Includes all types of Pressure, differential pressure, flow, temperature, differential temperature, level switch Devices	5% or 1 no. of each type and model whichever is more			
1.01.04	Any other instrument (Flow transmitter, Density meter) (as applicable)	10% or 1 no. of each type and model whichever is more			
1.02.00	PROCESS CONNECTION PIPING (For Impulse Piping / Tubing and Air Supply Piping as Applicable)				

**ANNEXURE - I C TO NIT REF NO-PE/PG/NCF/E-7048/2022, DTD-11.08.2022
(LIST OF MANDATORY SPARES)**

NAME OF PROJECT:		1X800 MW TANGEDCO NORTH CHENNAI TPP STAGE-III – (FGD SYSTEM PACKAGE)			
NAME OF PACKAGE:		GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)			
TECHNICAL SPECIFICATION:		PE-TS-485-571-A901, Rev 00			
Sl. No.	DESCRIPTION	Qty	ONLY FOR INDIAN BIDDERS		ONLY FOR FOREIGN BIDDERS
			TOTAL Ex-WORKS PRICE (INR)	CURRENCY	TOTAL C&F PRICE (AT NEAREST PORT OF NORTH CHENNAI SITE)
1.02.01	Valves of all types and models	10% or 1 no. of each type, class, size and model whichever is more.			
1.02.02	2 way, 3way, 5way valve manifolds	10% or 1 no. of each type, class, size and model whichever is more.			
1.02.03	Fittings	10% or 1 packet of each type, class, size and model whichever is more.			
1.02.04	Purge meters	5% of each model or 1 no. whichever is more.			
1.02.05	Filter regulators	20% of each model or 2 nos. whichever is more.			
1.03.00	CONTROL VALVES, ACTUATORS & ACCESSORIES (Following items shall be provided under this clause for all modulating control valves being supplied under this package)				
1.03.01	Pneumatic and electro-hydraulic actuator assembly	10% or 1 no. of each type, model and rating, whichever is more.			
1.03.02	Valve trim (including cage, plug, stem, seat rings, guide bushings etc.)	1 set for each type of control valve.			
1.03.03	Diaphragms, O' rings, seals etc. of all types make etc.	100%			
1.03.04	Pressure Gauges of all types, make, rating etc.	10% or 2 nos. of each type whichever is more			
1.03.05	Solenoid valves (if applicable)	10% or 2 nos. of each type whichever is more			
1.03.06	Positioner units (complete unit)& accessories (link assembly)	10% or 1 no. of each type whichever is more			
1.03.07	Pneumatic air-filter/Regulator of each type, make rating etc.	10% or 2 Nos., whichever is more			
1.03.08	Air lock relays	10% or 2 nos. of each type whichever is more			
1.04.00	PNEUMATICS ISOLATION / BLOCK VALVES, ACTUATORS & ACCESSORIES (For all ON/OFF valves supplied under this package)				
1.04.01	Pneumatic actuator assembly	10% or 1 no. of each type, model and rating, whichever is more.			
1.04.02	Diaphragms, O' rings, seals etc. of all types make etc.	100%			
1.04.03	Limit switches (complete unit) & accessories (link assembly)	10% or 2 Nos., whichever is more			
1.04.04	Pneumatic air-filter/Regulator of each type, make rating etc.	10% or 2 Nos., whichever is more			
GRAND TOTAL			₹	-	0
NOTE:					
1	Wherever set is mentioned, one set of the spares of that item shall be for complete replacement of that particular item for one equipment.				
2	Any fraction of a item shall mean the next higher integer.				
3	Wherever quantity has been specified as percentage (%), the quantity of mandatory spares to be provided by contractor shall be the specified percentage (%) of the total population of the plant. In case, the quantity so calculated happens to be fraction, the same shall be rounded off to next higher whole number.				
4	Wherever the quantities have been indicated for each type, size, thickness, material, radius, range, etc., these shall cover all the items supplied and installed and the breakup for these shall be furnished in the bid.				
5	In case, spares indicated in the list are not applicable to the particular design offered by the bidder, the bidder should offer spares applicable to offered design with quantities generally in line with the approach followed in the above list.				
6	(*) Unless otherwise stated, a set shall mean complete replacement for one equipment.				
7	Mandatory spares listed above is bare minimum requirement. In case any additional mandatory spares requirement is covered elsewhere in the tender specification apart from specified above, same shall be deemed to have been covered in bidders scope of supply. Bidder is also required to refer to notes mentioned at Annexure-II, Sub Section-E, Section-I in technical specification.				

**ANNEXURE - I D TO NIT REF NO-PE/PG/NCF/E-7048/2022, DTD-11.08.2022
GUARANTEED POWER CONSUMPTION FORMAT**

NAME OF PROJECT:	1X800 MW TANGEDCO NORTH CHENNAI TPP STAGE-III – (FGD SYSTEM PACKAGE)
NAME OF PACKAGE:	GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)
TECHNICAL SPECIFICATION:	PE-TS-485-571-A901, Rev 00

Sl.No	Description / Item	Working	Standby	Power Consumption (KW) (at motor input terminal)	Duty Factor	Power Consumption (KW)
1	2	3	4	5	6	7 = 3 x 5 x 6
a.	Vacuum Belt Filter	1	1		1	0
b.	Vacuum Pump	1	1		1	0
c.	Cake Wash Pump	1	1		1	0
d.	Belt Filter Wash Pump	1	1		1	0
e.	Belt Filter Vent Fan	1	1		1	0
				Total Guaranteed power (KW)		0

Notes

1	Guaranteed Power Consumption (GPC) falls under Category - I Guarantees.
2	Power consumption (KW) of motors shall be measured at motor input terminals when the system operating at the rated capacity. For this purpose, the drives of standby equipment shall not be considered. Duty factor of all mentioned drives should be considered as 1.0 while quoting power consumption.
3	Guaranteed Power Consumption in this Format shall be submitted in sealed envelope along with price bid as part of techno commercial offer. However along with unpriced format, bidder shall furnish guaranteed power consumption format indicating "Quoted" in the above table.
4	The value of the total guaranteed power consumption quoted by the techno-commercially qualified bidder(s) shall be taken as the respective guaranteed power during the execution/ PG test. However, for bid evaluation, base GPC shall be 140 KW.
5	The total guaranteed power consumption quoted by the bidders at column no. (7) shall be loaded at the rate of INR 235,360/- (INR Two Hundred Thirty Five Thousand Three Hundred Sixty only) per KW for the differential power quoted over the base guaranteed power mentioned at S.N. 4 above.
6	<p>Power quoted by bidder shall be termed as 'Guaranteed Power consumption' (GPC) and bidder shall be liable to demonstrate compliance to GPC value during PG test/ Demonstration test at site.</p> <p>If the actual power consumption exceeds the quoted guaranteed power consumption, then the contractor shall carry out all necessary modifications and/or replacements to make the equipment/system comply with the guaranteed power consumption at no extra cost to the Customer/BHEL and reconduct the performance guarantee test with Customer/BHEL consent.</p> <p>In case the actual power consumption during performance test still does not meet the guaranteed power consumption within 90 days or a reasonable time period allowed by Customer/BHEL, Customer/BHEL reserves the right to either of the following.</p> <p>a) Reject the equipment/system/plant and recover from the successful bidder the payments already made or b) Accept the equipment/system/plant after levying Liquidated damages at the rate of INR INR 235,360/- (INR Two Hundred Thirty Five Thousand Three Hundred Sixty only) per KW excess power consumption, over the guaranteed power consumption indicated by bidder in his bid.</p>
7	Any equipment/ item required by bidder as per their proven design to make 'Vacuum Belt Filter' complete/ operational and is operating on continuous basis, shall be considered under S.N. 'a' in the GPC format, i.e., "Vacuum belt filter" and the power consumption shall be quoted accordingly.
8	USD Conversion rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I bid in case of two part bid) shall be considered.

**ANNEXURE-II A
DEVIATION SHEET (COST OF WITHDRAWAL) FOR INDIAN BIDDER ONLY**

PROJECT:-							1X800 MW TANGEDCO NORTH CHENNAI TPP STAGE-III – (FGD SYSTEM PACKAGE)			
PACKAGE :-							GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)			
TENDER ENQUIRY :-							PE/PG/NCF/E-7048/2022, DTD-11.08.2022			
NAME OF THE BIDDER										
Sl. No.	Volume/Section	Page No.	Clause No.	Technical Specification/Tender Document No	Complete Description of Deviation	CURRENCY	Cost of withdrawal of deviation to be entered by the bidder in	Reference of price Schedule of which Cost of Withdrawal of Deviation is applicable	Nature of cost of withdrawal of deviation (Positive/Negative)	Reasons for quoting deviation
1	TECHNICAL DEVIATION									
1.01										
1.02										
1.03										
1.04										
1.05										
1.06										
1.07										
1.08										
2	COMMERCIAL DEVIATION									
2.01										
2.02										
2.03										
2.04										
2.05										
2.06										
2.07										
2.08										

NOTES:
1. Cost of Withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. All the bidders have to list out all their technical & commercial deviations (if any) in details in the above format.
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
4. 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. In absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.
5. Bidder shall furnish price copy of above format along with price bid.
6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII of GCC, Rev-07 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.
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
10. 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.
11. 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.
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

**ANNEXURE-II B
DEVIATION SHEET (COST OF WITHDRAWAL) FOR FOREIGN BIDDER ONLY**

PROJECT:-							1X800 MW TANGEDCO NORTH CHENNAI TPP STAGE-III – (FGD SYSTEM PACKAGE)			
PACKAGE :-							GYPSUM DEWATERING EQUIPMENT (SUB ASSEMBLY OF FGD)			
TENDER ENQUIRY :-							PE/PG/NCF/E-7048/2022, DTD-11.08.2022			
NAME OF THE BIDDER										
Sl. No.	Volume/Section	Page No.	Clause No.	Technical Specification/Tender Document No	Complete Description of Deviation	CURRENCY	Cost of withdrawal of deviation to be entered by the bidder in	Reference of price Schedule of which Cost of Withdrawal of Deviation is applicable	Nature of cost of withdrawal of deviation (Positive/Negative)	Reasons for quoting deviation
1	TECHNICAL DEVIATION									
1.01										
1.02										
1.03										
1.04										
1.05										
1.06										
1.07										
1.08										
2	COMMERCIAL DEVIATION									
2.01										
2.02										
2.03										
2.04										
2.05										
2.06										
2.07										
2.08										

NOTES:

1. Cost of Withdrawal of deviation will be applicable on the C&F price only.
2. All the bidders have to list out all their technical & commercial deviations (if any) in details in the above format.
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
4. 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. In absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.
5. Bidder shall furnish price copy of above format along with price bid.
6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII of GCC, Rev-07 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.
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
10. 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.
11. 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.
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

ANNEXURE - III TO NIT REF NO-PE/PG/NCF/E-7048/2022, DTD-11.08.2022

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 _____ (hereinafter referred to as "Contract"). 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 panel of Independent External Monitor(s) (IEMs), 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.
 - 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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during 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 Indian Penal Code (IPC) and Prevention of Corruption 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 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 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. 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.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and 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 , terminate the contract, if already awarded, exclude from future business dealings and/ 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 (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above , the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

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 panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption 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 IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor (s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact 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 Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

Sumeet Sahay
Digitally signed by Sumeet Sahay
 DN: cn=Sumeet Sahay, o=Bharat
 Heavy Electricals Ltd, ou=PS-PEM,
 email=sumeetsahay@bhel.in, c=IN
 Date: 2022.04.28 14:57:08 +05'30'

For & On behalf of the Principal
 (Office Seal)

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

Place-----

Date-----

SHARAD
 Witness:
CHANDRA
 (Name & Address)

Digitally signed by SHARAD CHANDRA
 DN: c=IN, o=SHARAD HEAVY ELECTRICALS LIMITED, ou=POWER SECTOR,
 PROJECT ENGINEERING MANAGEMENT (PS-PEM), postalCode=201301,
 SCUTTAR PRADESH,
 2.2.A.205-089616018625cac45670e8ff7d15d0909021775267d5d6c6d63d
 -----BEGIN-----
 sha1Digest=BD2948864F2C2291CB1007210178DC109E308A,
 serialNumber=411890C6A63E220386465C0C062D1A2B152E342C,
 98EC8B22C928FF83, o=SHARAD CHANDRA
 -----END-----

Witness: _____
 (Name & Address) _____

ANNEXURE TO NIT REF NUMBER- PE/PG/NCF/E-7048/2022, DTD-11.08.2022

Credentials to be submitted for vendor approval :- 1x800MW North Chennai-3 FGD project	
Sl.No	Following document required:-
1	Latest PO Copies for the similar items/equipment/capacity by the bidders
2	End user Certificates issued
3	List of projects executed by the bidders in the last three years
4	Reference list for the supplies made to TANGEDCO power project
5	Financial statement of Last three years

**PEM / PG-I, BHEL, Noida
SPECIAL CONDITIONS OF CONTRACT (SCC) Rev-0
1X800 MW TANGEDCO North Chennai TPP Stage-III – (FGD SYSTEM PACKAGE): Job No. 485**

These Conditions shall be read and construed along with General Conditions of Contract (GCC) rev.07 dated 10.01.2020, to be enclosed along with the tender enquiry. In case of any conflict or inconsistency, the conditions given in SCC shall prevail over the GCC.

SI No.	Title	Description
1.	Project Name	1X800 MW TANGEDCO North Chennai TPP Stage-III – FGD
2.	Nature of project & Type of Bidding	Domestic Competitive Bidding
3.	Customer Order Ref No	Lr.No.CE/Proj-II/SE/E/P-II/EV/AEE3/F.NCTPS Stg-III (FGD)/D.62/21,dt.22.2.2021
4.	BHEL's Customer	TANGEDCO
5.	TANGEDCO GSTIN	33AADCT4784E1ZC
6.	Customer Consultants	M/s Fichtner, India
7.	Consignee Address (BILL TO)	For supply package: BHEL, Power Sector-Project Engineering Management, Power Project Engineering Institute, Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301. GSTIN: 09AAACB4146P2ZC For turnkey packages (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSSR): BHEL-PSSR, TEK TOWERS, 11, RAJIV GANDHI IT EXPWAY, THURAIPAKKAM, CHENNAI-600097 GSTIN:33AAACB4146P2ZL
8.	Delivery Address (SHIP TO)	1X800 MW North Chennai Stage-III (BTG), Tamil Nadu Generation & Distribution Corporation Ltd (TANGEDCO), Athipattu, Pudhunagar, Chennai ,Tamil Nadu- 600120
9.	BHEL Site Office Address	Construction Manager, Bharat Heavy Electricals Limited, NCTPP, Stage III TANGEDCO Athipattu, Pudhunagar, Chennai ,Tamil Nadu.pincod-600120
10	Location of Plant	Plant locations details are as follows: District: Thiruvallur Next big cities to site:Chennai (35 Km) Road access: Pattamandri on the Thiruvottiyur-Ponneri highway Nearest Railway Station:- Athipattu Pudunagar (~ 5 Km) on Chennai-Vijayawada Line Nearest Airport: Chennai (60 Km) Nearest Harbour: Ennore (3 Km)

Netrapal

नेत्रपाल सिंह / Netrapal Singh
सिंह / Singh (B.E./E.E. Engineer PG-I)
श्री श्री इंजीनियरिंग कॉलेज / Shri Shri Engineering College Ltd
कोलकाता-दिल्ली रोड / Kolkata-Delhi Road
Power Sector-Project Engineering Management
BHEL and TANGEDCO, 11, Rajiv Gandhi IT Expway, Thuraiyakkam, Chennai
PG-I Stage, H.R.D.I. & BHEL Complex,
1001 'A' St., Sector 16, Noida - 201301
Plot No. 25, Sec. 16A, Noida - 201301

11.	Mode of Dispatch	For indigenous supplies: By Rail/Road on door delivery and freight pre-paid basis. For imported supplies: On C&F basis.
12.	BHEL GSTIN Details	BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN -09AAACB4146P2ZC BHEL PSSR is registered in the State of Tamil Nadu with GSTIN- 33AAACB4146P2ZL
13.	Transit Insurance	In BHEL Scope. For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL site office: i. Policy No. ii. Consignee Name. iii. Consignment Details (items with their weights and value (in INR). iv. Project Name and P.O. No. v. LR No. and date, Dispatch origin and destination details, Invoice No. Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in PO.
14.	Dispatch intimation	Yes in writing, Not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to: a. BHEL site office (As mentioned in Sl. No.9) b. BHEL PEM Noida (As mentioned in NIT) At the point of dispatch, vendor must furnish docs required as given below through Email / Fax i. Vendor's invoice ii. LR / RR / GR / Courier Receipt iii. Packing List/ Challan indicating the items dispatched (with their weights) iv. Insurance intimation letter informing the underwriters about the dispatches v. MDCC (of BHEL / TANGEDCO) as applicable vi. E-way bill if applicable. vii. Photograph of packing / boxes showing dispatch marking as per Sl. No. 25
15.	Buyer and Paying Authority	A. Packages for which PO is placed by BHEL-PEM Buyer and Paying Authority shall be BHEL-PEM, NOIDA. B. Packages for which PO is placed by BHEL-PSSR & LOA is issued by BHEL-PEM - Buyer and Paying Authority shall be BHEL-PSSR.
16.	Demurrage charges	Demurrage charges shall be paid by supplier/ vendor only to the transporter. No claim shall be acceptable to BHEL in this regard.
17.	Unloading, Storage & Movement of material at site	a. By BHEL site office for supply packages. b. By vendors for Turnkey i.e. Supply and E&C packages

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नेत्रपाल सिंह / Netrapal Singh
 नैरो अफिस (इंजीनियरिंग) / Sr. Engineer (PG-I)
 नैरो सेक्टर प्रोजेक्ट एन्जिनियरिंग / Senior Project Engineer (PG-I)
 नैरो सेक्टर प्रोजेक्ट एन्जिनियरिंग प्रोवाइडर
 Power Sector-Project Engineering Management
 नैरो सेक्टर प्रोजेक्ट एन्जिनियरिंग प्रोवाइडर
 PPGI Stage, H.R.C.I. & E&C Complex,
 नैरो-1, डा. शर्मा रोड, नैरो-1, नैरो-1
 Pin: 22, Sec. 13 A, Noida - 201301


		Note: The Supplier shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL Site Contractor. Please note that unloading of materials at Site shall sometimes may take 3-4 days. As such, transporters to be advised suitably before dispatch of materials in this regards. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in sl. no. 14 above is solicited
18.	Taxes & Duties (For Domestic Vendor)	As per General Conditions of Contract (GCC rev 07)
19.	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of foreign vendors, quoted prices & Dispatches shall be on C & F (Port-Chennai) basis and the Taxes & duties in the country of dispatch shall be borne by Foreign vendor. All the Taxes & duties and other charges applicable in India shall be borne by BHEL-PEM for the direct order placed by PEM to the foreign bidder and by BHEL-PSSR for the orders placed by PSSR.
20.	Inspection Agency	BHEL/ BHEL approved 3rd party inspection agencies and/or TANGEDCO/ Customer Agency as applicable.
21.	Inspection procedure	For Domestic supplies Please refer clause no. 14.0 of GCC Rev 07. Vendor to furnish photographs pertaining to packing of materials before despatch. MDCC shall be issued on the basis of clear inspection report (CQIR). For Foreign supplies In case of Foreign supplies, if TANGEDCO/ TANGEDCO approved 3rd party inspection agency does not participate in the inspection, test certificates & inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by PEM and then, sent to TANGEDCO for clearance. The dispatch clearance (MDCC) by TANGEDCO/BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates.
22.	Packages for which CIF is available	NIL
23.	Monthly Progress Report	Vendor to provide monthly progress report each month after placement of PO, till supply of material. Monthly progress report of vendor shall include raw material status, manufacturing, inspection & latest dispatch plan. Vendor may use their format to provide required information, however format (if any) issued by Purchaser after placement of PO shall be obligatory to vendor.
24.	Submission of Final Drgs/ Docs along with O&M Manual, Type Test Certificates (if any)	No. of O&M Manuals As per GCC rev.07/ Technical Specification/Kick-off meeting. If not specified anywhere, Vendor to submit final approved O&M Manual in 10 Hard copies and 4 No of CD ROMs/DVDs/Portable Hard Disk.
25.	Packing, Identification &	Each box/ Drum shall be marked with Capital Letters

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<p>marking [if not specified in NIT]</p>	<p>indicating any one of the following: Main Supply / Mandatory Spares / Commissioning spares / Tools & Tackles Supplies under each of these headings shall be packed separately. Each package / Drum delivered under the Contract shall be marked by vendor as per details listed below and such markings must be distinct and in English language (all previous irrelevant markings being carefully obliterated) for purpose of identification. Each and every box (package) shall be marked with the following: - Name & address of the Consignee Name of Project Name of BHEL Unit placing the order Package Name, Vendor Name, LR No. and PO No. & Date. Packing No.: (e.g. 1/10, 2/10, 3/10 when there are 10 packages for one consignment) Packing Mark: Symbols indicating "TOP" and other special markings like "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE" etc. Following documents must be put inside the box: 01 copy of respective standard manufacturer's erection instruction / O&M manual shall be kept for immediate reference by BHEL site. 01 damage proof copy of Packing List/Challan indicating the items dispatched (with their weights) Above instructions are to be read in conjunction with Clause No. 19 of General Commercial Terms & Conditions of GCC rev.07 and those specified in NIT. Notwithstanding anything stated in this clause, Vendor shall be entirely responsible for loss, damage or deterioration of the material due to faulty and insecure packing. Note: Each of the items under mandatory spares shall be tagged with part no. and PO item ref no. /BBU ref no.</p>
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नेत्रपाल सिंह / Netrapal Singh
 नम्रो अधिका (B.E./S. Engineer (PS-I))
 नम्रो प्रो. यशोवन्त (PS-1), Thermal Power Distribution Ltd.
 नम्रो नम्रो-नम्रो नम्रो नम्रो नम्रो
 Power Section-Project Engineering Management
 नम्रो नम्रो नम्रो नम्रो नम्रो नम्रो नम्रो नम्रो
 PPEI (Engg. H.P.D.S. & ESI) Complex,
 नम्रो नम्रो नम्रो नम्रो नम्रो नम्रो नम्रो नम्रो
 Plot No. 03, New, 10-A, Noida - 201301

	PROJECT: TANGEDCO, NORTH CHENNAI TPS, STAGE – III (1X800 MW) FGD PRE-QUALIFICATION REQUIREMENT (PQR) GYPSUM DEWATERING EQUIPMENT	DOC NO.: PE-PQ-485-571-A101	
		DATE	06.08.2022
		REV NO.	00

1.0	The bidder shall submit its credentials having previously designed and manufactured for at least one (1) number Vacuum Belt Filter of minimum capacity of 17.15 Tons per hour (wet cake), for dewatering process in a Wet Limestone based FGD application in a Coal fired power plant, which is in successful operation for a period of not less than one (1) year as on 28.05.2019.
2.0	In case any Bidder does not have the credential required at clause no. 1.0, but has designed (either by itself or under collaboration/ licensing agreement), manufactured / got manufactured Vacuum Belt Filter of minimum capacity of 8.6 Tons per hour (wet cake) for dewatering process in a Wet Limestone based FGD application in Coal fired power plant or in any other process application such that the equipment/ system should have been in successful operation in at least one (1) plant for a period not less than one (1) year as on the date of techno-commercial bid-opening at BHEL.
3.0	In case bidder is bidding under collaboration/ licensing agreement, then bidder has to submit additional supporting documents mentioned at Annexure-I, as applicable.
4.0	The supplier has to submit following supporting documents meeting above mentioned pre-qualifying requirement: Copy of minimum one (1) performance certificate (in English) from end user along with copy of related Purchase Order (PO) or Letter of intent (LOI) or Letter of Award (LOA) or Work Order (WO) in support of PQR above.
5.0	Bidder shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/ purchase order.
6.0	Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern. The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.
7.0	Notwithstanding anything stated above, BHEL/ CUSTOMER reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL/ CUSTOMER.
8.0	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.

Notes:

1. PQR indicated at Clause no. 1.0 is requirement of BHEL's end Customer (M/s TANGEDCO) with respect to the capacity and FGD application in coal fired power plant.
2. Bidders are advised to furnish the PQR documents in line with Clause no. 1.0 which is specific requirement of BHEL's end customer. However, in case the bidder feels that they are not meeting the requirement of clause no. 1.0, but can meet the requirement of clause no. 2.0, then they are advised to submit the bids along with PQR documents meeting the clause no. 2.0. **The bids meeting the requirement of clause no. 2.0 shall be technically recommended by BHEL and shall be forwarded to**

	PROJECT: TANGEDCO, NORTH CHENNAI TPS, STAGE – III (1X800 MW) FGD PRE-QUALIFICATION REQUIREMENT (PQR) GYPSUM DEWATERING EQUIPMENT	DOC NO.: PE-PQ-485-571-A101	
		DATE	06.08.2022
		REV NO.	00

end-customer for the acceptance with respect to clause no. 2.0 and shall be subject to approval of bidder(s) by M/s TANGEDCO.

3. In case BHEL's end customer (M/s TANGEDCO) does not consider bidder's credentials with respect to clause no. 2.0, the bids and bidder's approval shall be solely governed with respect to clause no. 1.0 of PQR and bidder will not have any claim with respect to clause no. 2.0.

Prepared By

Reviewed By

Approved By

Annexure-1 to PQR Document No. PE-PQ-485-571-A101**For a JV / Subsidiary Company:**

1. For a JV / Subsidiary Company formed for manufacturing and supply of equipment(s) as listed at clause no. 1.0 or 2.0 of the PQR document no. PE-PQ-485-571-A101, in India can also manufacture such equipment(s), provided that it has a valid collaboration or licensing agreement for design, engineering, manufacturing of such equipment(s) in India with a Qualified Equipment Manufacturer who meets the requirements stipulated at the said clause (or the technology provider of the qualified equipment manufacturer) for the respective equipment(s). Before taking up the manufacturing of such equipment(s), the bidder must create /have created manufacturing facilities at his works as per collaborator's/licenser's design, manufacturing and quality control system for such equipment(s).
2. Further, in such a case, such qualified equipment manufacturers should have, directly or indirectly through its holding company/ subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/ Subsidiary Company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture/ Subsidiary or up to the end of defect liability period of the contract, whichever is later.
3. In such case(s), the bidder shall furnish the following details of JV/Subsidiary company:
 - a. Copy of document of incorporation of JV/ Subsidiary company in India
 - b. Copy of valid ongoing collaboration and technology transfer agreement for design, engineering, manufacturing, supply of such equipment in India with the collaborator who meets the requirement stipulated at clause 1.0 of the PQR document no. PE-PQ-485-571-A101.
 - c. Copy of document of at least 26% equity participation of qualified equipment manufacturer in the Indian JV company/subsidiary company directly or indirectly through its holding/Subsidiary company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such JV/Subsidiary or up to the end of defect liability period of the contract whichever is later.
 - d. Further, the details of collaborator or technology provider of the Qualified Equipment Manufacturer who meets the requirement stipulated at clause 1.0 or 2.0 of the PQR document no. PE-PQ-485-571-A101 shall be furnished by the bidder as specified.

For a Belt Filter Manufacturing Company:

1. The bidder should be a manufacturer of Vacuum Belt Filter of lower capacity for dewatering application and also have a valid ongoing collaboration and technology transfer agreement with a Qualified Equipment Manufacturer who meets the requirement specified at clause no. 1.0 or 2.0 of the PQR document no. PE-PQ-485-571-A101, valid minimum up to the end of the defect liability period of the contract. In such a case, Bidder can either source the Vacuum Belt Filter from such manufacturer or manufacture/get manufactured the same as per the design and manufacturing drawings released by such Qualified Equipment Manufacturer.

General:

- I. In either case, Bidder shall be required to furnish a letter of support from Collaborator / Licensor / Technology provider / Qualified Equipment Manufacturer (*who meets the requirement specified at*

Annexure-1 to PQR Document No. PE-PQ-485-571-A101

clause no. 1.0 or 2.0 of the PQR document no. PE-PQ-485-571-A101) for successful performance of respective equipment valid up to the end of defect liability period of the contract as per the format enclosed herein.

- II. Before taking up the manufacturing of such equipment(s), the Bidder must create (or should have created) manufacturing and testing facilities at its works as per Collaborator / licensor's design, manufacturing and quality control system for such equipments duly certified by the Collaborator / licensor. Further, the Collaborator / Licensor shall provide (or should have provided) all design, design calculation, manufacturing drawings and must provide (or should have provided) technical and quality surveillance assistance and supervision during manufacturing, erection, testing, commissioning of equipments.
- III. BHEL/ CUSTOMER reserves the right to fully satisfy himself regarding capability and capacity of Bidder and the proposed arrangement and may prescribe additional requirement before allowing manufacture of the equipment listed above for this contract.
- IV. Whenever the term 'coal fired' is appearing, 'Coal' shall be deemed to also include Bituminous coal/ Brown coal/ Anthracite coal/ Lignite.
- V. In case BHEL's end customer (M/s TANGEDCO) does not consider bidder's credentials with respect to clause no. 2.0, the bids and bidder's approval shall be solely governed with respect to clause no. 1.0 of the PQR document no. PE-PQ-485-571-A101 and bidder will not have any claim with respect to clause no. 2.

Annexure-1 to PQR Document No. PE-PQ-485-571-A101

FORMAT FOR FILLING THE DETAILS OF PROVENNESS

LETTER OF SUPPORT FOR SATISFACTORY PERFORMANCE OF
..... (Name of Equipment) FOR 1 x 800 MW NCTPP STAGE-III

TO:
The Chief Engineer/ Projects – II
TANGEDCO
1st Floor, Udangudi Complex,
144, Anna Salai,
Chennai – 6000002

Sub: Letter of Support submitted From (name of the Collaborator*/Technology provider*/Licensor*/Qualified equipment manufacturer*) undertaking the responsibility for satisfactory performance of (name of the equipment).

Dear Sir/s,

1. In case of Award of the Contract to M/s.(Name of the sub-vendor), we the aforesaid Collaborator*/Technology provider*/Licensor*/Qualified Equipment manufacturer*, (M/s) shall be fully responsible for the satisfactory performance of the (Equipment name).
2. Further, the manner of achieving the objective set forth in point 1 above shall be as follows:
For (Equipment name):
 - (a) We shall provide design, manufacturing and assembly drawings of..... (Equipment name) shall be manufactured and supplied as per above design provided by us and the drawings approved by Purchaser/ Employer.
 - (b) We shall depute technical experts to Bidder's/sub-vendor's works for supervision during manufacturing, assembly, erection, commissioning and final testing (as and when necessary) of the..... (Equipment name).
 - (c) We shall promptly carry out all the corrective measures and shall promptly provide corrected design and shall undertake replacements, rectifications or modifications to the equipment as required in case the equipment fails to demonstrate successful performance as per contract at site.
3. We, the Collaborator*/Technology provider*/Licensor*/Qualified Equipment Manufacturer* do hereby undertake and confirm that this Letter of Support shall be valid till the end of the defect liability period of the contract.

Signature of the Authorised Representative:

For M/s
(*Collaborator*/Technology provider*/Licensor/ Qualified equipment manufacturer*)

Name
Designation
Date:.....
Common Seal of the Company

*: Strike off whichever is not applicable.