

Pre-qualification criteria for covered coal storage shed for Ennore SEZ project:

A. FINANCIAL CRITERIA

- A.1 Bidder should have average minimum annual financial turnover of **Rs 8.80 crore** during three consecutive Financial Years (FY) from immediate four previous FYs (FY considered shall be FY 2017-18, 2018-19 & 2019-20 or 2018-19, 2019-20 & 2020-21) or corresponding financial year followed by the bidder and having positive net worth (in case of companies) as on latest audited accounts as submitted for para A.3.
- A.2 Bidder must have earned profit (Profit before tax) in any one of the three Financial Years as applicable in the last three Financial Years as furnished for A.1 above or corresponding financial year followed by the bidder. Audited balance sheet and profit & loss account of the company for the respective years as indicated against A.1 above or corresponding financial year followed by the bidder need to be submitted in support of above.
- A.3 In case audited balance sheet and profit and loss account has not been submitted for all three years indicated above then the applicable financial audited statements submitted by the bidders against the requisite three years will be averaged for three years.
- A.4 If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by chartered accountant.
- A.5 Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under liquidation/BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.

B. TECHNICAL CRITERIA

- B.1 Bidder should have ‘executed’ the following job during last 7(seven) years, ending on the latest due date of submission of offer.
- B.1.1. Supply of at least one tubular space frame or one steel frame structure having minimum 39 Meter clear span width for any project.
AND
- B.1.2. Design of at least one tubular space frame or one steel frame structure having minimum 39 Meter clear span width for any project
AND
- B.1.3. (A) Erection of “at least one tubular space frame or one steel frame structure having minimum 39 Meter clear span width for any project”
OR
(B) Erection of steel structure of Minimum height 20m (height shall be measured from bottom of base plate of column/ truss/ etc.) or above for any project in which, weight of the structure shall be minimum 1000MT or above.

‘Executed’ means the bidder should have achieved the technical criteria specified in the pre-qualification criteria, even if the Contract has not been completed or closed. Relevant document including certificate for completion from customer in support of above shall be submitted. Completion date for achievement of the technical criteria specified in the QR B.1. should be in the last 7 years ending on the ‘latest date of bid submission’ of the tender irrespective of date of start of work.

B.2. In case of consortium bidding, the following points shall be complied and relevant documents shall be submitted.

B.2.1. Number of partner(s) including prime bidder shall not be more than 3.

B.2.2. Prime bidder along with consortium partner(s) shall enter into agreement.

B.2.3. Prime bidder should comply with the financial criteria mentioned at Sl. No. A and minimum one technical criterion mentioned at B.1.1, B.1.2, B.1.3.

B.2.4. Consortium may be permitted for the balance technical criteria mentioned at B.1.1, B.1.2 and B.1.3 other than the criteria complied by the prime bidder.

B.2.5. Prime bidder along with the consortium partner(s) shall comply with all Pre-qualifying criteria for the tender unless otherwise specified.

B.2.6. Prime bidder shall be responsible for overall execution of the contract. Prime bidder along with consortium partner(s) have to submit individual CPBG (Contract Performance Bank Guarantee) amounting to 10% of the total order/contract value. Each CPBG as submitted by Prime bidder and consortium partner(s) shall be in the proportion of value of work being executed individually as indicated in their consortium agreement. The prime bidder shall submit CPBG (Contract Performance Bank Guarantee) equivalent to 1% of the total contract value in addition to the individual CPBGs to be submitted by all consortium partners including prime bidder, as dealt above.

B.3. ‘Standalone’ bidder should submit CPBG equal to 10% of the total order/contract value.

‘Standalone’ bidder is the bidder who fulfils all the conditions stipulated under clauses A and B1 above on their own without any consortium partner. In case, the standalone bidder executed the work on EPC basis (i.e. design, supply and erection of at least one tubular space frame of 39m clear span width for any project), then the time of handing over to customer for certification of entire work, shall be considered as date of completion for qualification against B.1.Criteria.

C. GENERAL

C.1 Consortium bidding is allowed. Following shall be complied with in case of consortium

- i. Prime bidder and consortium partner(s) are required to enter into a consortium agreement as per BHEL format provided in the tender. Validity period of consortium agreement shall be six months from the date of bid submission plus the duration of work indicated in the tender/ contract along with the extended period if any plus the warranty period required for the package as per tender/ contract (copy of consortium agreement to be given to BHEL). ‘Standalone bidder’ cannot be a prime bidder or consortium partner in consortium bidding. A prime bidder shall not form more than one consortium. However, consortium partner may enter into consortium agreement

with other prime bidders. In case of non-compliance, consortium bids of such prime bidders will be rejected.

- ii. In case any consortium partner(s) back out, their CPBGs shall be encashed by BHEL. In such a case, other consortium partner(s) meeting the PQR have to be engaged by the prime bidder, and if not, the respective work will be withdrawn and executed at risk and cost of the prime bidder along with applicable BHEL overhead. The new consortium partner(s) shall submit fresh CPBG as applicable.
 - iii. In case the prime bidder fails in performance/withdraws, the whole contract shall be considered cancelled and shall be carried out by BHEL at the risk & cost of bidder (prime bidder + consortium partner(s)) along with applicable BHEL overhead. However, BHEL reserves its right to cancel the entire contract or only the portion under the direct execution scope of prime bidder whose performance is poor and proceed with the consortium partner(s) for their respective areas of work, where the performance of consortium partner(s) is satisfactory to BHEL. Commercial implications, if any, on account of such exercise, arising out of withdrawal of total work or withdrawal of prime bidders' portion of work alone, is to the account of prime bidder who has failed to perform. This risk and cost will also include the difference in cost between the contracted rates for consortium partner(s) scope and the agreement between the prime bidder and consortium partner against documentary evidence subject to approval of BHEL.
 - iv. Credentials of works executed by prime bidder and consortium partner(s) should be submitted separately for their respective area of work.
- C.2. Shortlisted bidders (standalone/ prime bidder with his consortium partner(s)) shall be considered for the tender subjected to the approval by our customer i.e. "TANGEDCO".
- C.3. *Equivalent amount means that it is converted (other currency to INR) at State Bank of India TT selling rate as on date of tender opening (Part-I bid in case of two part bid).
- C.4. Bid documents are to be only in English language. In case documents submitted for meeting PQR are in language other than English, notarized English translation shall also be submitted.
- C.5. In case of non-Indian bidders, the bid supporting documents other than English language are to be supported with translated documents in English certified/ attested by embassy of respective country or Indian embassy as applicable. Bilingual certificates if any shall also be vetted by embassy.
- C.6. Non-Indian bidders to submit the Report from third party business rating agencies e.g. Dun & Bradstreet / Credit Reform / Government authorized rating agency/ies.

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SPECIAL CONDITIONS OF CONTRACT **FOR 2 X 660 MW ENNORE SEZ SUPERCRITICAL TPS**

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

1.0	Project Name	2 x 660 MW ENNORE SEZ SUPERCRITICAL TPS UNITS- 1 & 2 at ASH DYKE OF NCTPS
2.0	Ultimate Customer	TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LIMITED [TANGEDCO]
3.0	Location of Plant	Location: Plant will be located at Ash dyke of North Chennai Thermal Power Station, near Voyalur village, approx. 35 km from Chennai, Tamil Nadu, India. Access by: Location co-ordinates: 80° 18' E to 80° 19' E Longitude 13° 17' N to 13° 18' N Latitude Nearest Village: Voyalur Nearest Town & City: Chennai (35 Km) Nearest Railway Station: Athipattu Pudunagar (~5 Km) Nearest Airport: Chennai (~60 Km) Nearest Seaport: Ennore (~5 Km) Nearest Road access: All weather road from Pattamandri on the Thiruvottiyur – Ponneri district highway Site Elevation: (+) 10.0 m above Mean Sea Level
4.0	Delivery Address(Ship to)	ENNORE SEZ SUPERCRITICAL TPS 2 x 660 MW, Vayalur Village, Chennai, Tamil Nadu
5.0	Consignee Address (Bill To)	BHEL GSTN - 33AAACB4146P2ZL NAME - BHEL Site Office ADDRESS - 2 X 660 MW Ennore SEZ STPP, Vayalur BR PO, Minjur PO, TAMILNADU - 601203
	Notes	Consignee address (Bill To) in Invoice & LR should be strictly as per Sl. No. 05. Place of supply along with name of state to be clearly indicated by vendor in invoice. Delivery address (Ship To) in Invoice and LR should be as per Sl. No. 04. Invoice should clearly specify “Billing from” and “Shipping from” addresses. It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement. Delivery Order shall be carried by transporter along with other dispatch documents.
6.0	Buyer and Paying Authority	Paying Authority shall be Site Finance. 2x 660 MW Ennore SEZ STP

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7.0	Mode of Dispatch	By Road/Rail/Sea on Door Delivery and Freight Pre-Paid Basis.
8.0	Road Permit Required	E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., brought into the project site is to be arranged by the Contractor only.
9.0	Transit Insurance	In BHEL Scope Vendor shall inform the following details of dispatches to the Underwriter (refer details below) under intimation to BHEL-PSSR and BHEL Site office: (1) Policy No. (2) Consignee Name. (3) Consignment Details (items with their weights and value (in INR)). (4) Project Name and P.O. No. (5) LR No. and date, Dispatch origin and destination details, Inv. No.
	Policy No.	Marine policy: BY BHEL (Policy details shall be intimated to the successful bidder) SCE Policy: BY BIDDER
10.0	GST No.	33AAACB4146P2ZL
11.0	Customer GST & PAN No	TANGEDCO provisional GST no.- 33AADCT4784E1ZCPAN No. - AADCT4784E
12.0	Unloading at site	By Vendor at their own cost
	Storage at site	By Vendor at their own cost
	Movement of Material within Site	By Vendor at their own cost

1. Name of Job

- 1.1. Providing, installing and handing over of two covered coal sheds covering three coal stock piles using tubular steel sections conforming to IS 1161 / IS 4923 and Steel structural sections conforming to IS 2062-2006, Roof monitor if required shall be provided on full length as per the requirement. Scope is inclusive of Designing, supplying, fabrication, welding, painting, handling, assembling & erection in position of tubular space frame structure or Steel framed structure, cladding sheets (roof and side sheeting) and handing over to customer.

2. Broad Scope of work

- 2.1. Designing also includes:
- 2.1.1. Preparation, submission and obtaining approval of design basis report, Preparation and submission of super structure designs and drawings of cover sheds, which includes steel structure connection designs & details along with obtaining approval for the same.
- 2.1.2. Preparation and submission of sub structure designs and drawings of cover sheds i.e., design pile layout, pile cap & pedestal design along with obtaining approval for the same.

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- 2.1.3. Preparation & submission of design, documents and drawings to BHEL / TANGEDCO, obtaining approvals from M/s Desein Consulting Services and & TANGEDCO (customer).
- 2.1.4. Preparation of manufacturing drawings, submission of Quality Plan viz. manufacturing quality plan & field quality plan, erection sequence and methodology.
- 2.1.5. Fixing of lightening protection to shed including supply of fixing fasteners. However, supply of lightening protection strip is in BHEL scope.
- 2.2. Steel structural sections conforming to IS 2062-2006 (or latest revision) and tubular steel sections conforming to IS 1161 / IS 4923 shall be procured only from the approved vendor list as given in Annexure-I.
- 2.3. Execution of RCC works i.e., Pile, Pile cap & Pedestal is in the scope of BHEL. Grouting of column bases is in the scope of the contractor. Packing plates as per requirement shall be provided by the contractor. All minor adjustments up to (+/-) 25 mm of foundation level, dressing, chipping of foundation surface enlarging the pockets in foundations and grouting of equipments etc. as may be required for the erection of equipments / plants shall be carried out by the Contractor.
- 2.4. Structure shall be designed as per the design criteria furnished elsewhere in the specification.
- 2.5. Supply and fabrication works includes structural steel sections, tubes/pipes, plates, steel cones, props / end connectors / node connectors, side runners, purlins, cladding sheet (roof and side sheeting), gussets, bolts (only galvanised bolts (permanent bolts) to be used for all erection works), foundations bolts, templates for foundation bolts (five numbers templates - for handing it over to civil agency for using it for erection of foundation bolts), fasteners, splice plates, base plates, stiffeners, gutters, rain water down comers, wind ties and other supporting systems, etc., all complete required for successful erection & handing over of shed structure for the adequate loads as per specifications elsewhere in this tender. Foundation bolts & templates shall be supplied immediately after approval of the drawings to enable civil agency to timely execute the fixing of foundation bolts in pedestals / columns.
- 2.6. Scope is also inclusive of transportation, threading, machining, straightening, cutting, bending, rolling, grinding, machining, drilling, welding, electrodes if any and other consumables, alignment, fasteners, erection bolts & nuts (if any required - weight of erection bolts, nuts and welds not payable extra and deemed to have been included in the offer), assembly, edge preparation, preheating (if any required as per codes & specifications), post heating, testing of welders, inspection of welds, visual inspection, non-destructive and special testing, rectification and correction of defective welding works, production test plate, inspection and testing, erection scheme, protection against damage in transit, stability of structures, installation of temporary structures, setting column bases, surface preparation by means of manual or mechanical power tools as per relevant codes & specifications, touch-up painting, rectification, dismantling and removal of all temporary structures (weight of temporary structures not payable), etc all complete as specified elsewhere in this

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tender document. Leads and lifts up to all height, tools and plant, all necessary scaffolding, cranes of all capacities required as per the erection requirement, other supporting equipment like small capacity cranes, hydras, trailers, trucks, tractors etc. required for completion of work shall be arranged by the bidder.

- 2.7. General Structural arrangement of the shed, location of column and foundation load data table to be furnished to BHEL along with the technical bid. Concrete Pedestal shall be 1.5 M above the finished ground level. Spacing of the shed column shall not be less than 8m and more than 9m.
- 2.8. Rain water down comer shall be considered to drain the water collected between two sheds and shall be directed to peripheral drain of coal stock pile.
- 2.9. Basic Clear Dimensions to be maintained is given below and the same is furnished in the annexure No A-1 –II (Drawing No. IS-1-CE-688-303-C523 R0):

Sl.No	Structure	Length in meters	Width in meters	Height in meters
1	Covered Shed for coal stock pile – 2nos	80	97.50	26 (min.)

- 2.10. Profile of the shed shall be selected in such a way that the structure shall not interfere with machines and their clearances. Clear clearance of 1.5 meters has to be maintained from the equipment / machines.
- 2.11. Note:
- 2.11.1. Drawings issued vide Annexure No. A-1-I (Drawing No. PE-DG-412-100-M001 R05A), A-1-II (Drawing No. IS-1-CE-688-303-C523 R0) and A-1-III (Drawing No. IS-1-CE-688-100-C006 R5 Sheet 1 of 3, Sheet 2 of 3 and Sheet 3 of 3) are for tender purpose only. No additional financial implication will be entertained by BHEL at a later date on account of any alteration to this, except otherwise specifically addressed in the tender.
- 2.11.2. The works to be performed under this contract, consist of providing all labour, supervision, material, scaffolding, construction equipments, tools and plants, temporary works, supplies including POL (i.e. Petroleum, oil & lubricants), transportation and all incidental items not shown or specified but reasonably implied or necessary for the proper completion of work in all respects. Testing of all materials, preparation of fabrication drawings etc. are included in the scope of works.
- 2.12. The bidder should fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon pattern, local conditions, soil strata and site specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may have not been specifically brought out in the specifications.
- 2.13. The work to be done under this specification comprises of design, engineering, manufacturing, assembly, inspection, testing at manufacturer's/ sub-vendor's works, painting, proper packing, transportation, delivery, handing over at site of

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structure as stated above & detailed in the specification & elsewhere in tender documents.

- 2.14. The intent of this specification is to provide services for execution of the project according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards installation of the structure shall not relieve the successful bidder of the responsibility of providing such services/ facilities to complete the work or portion of work awarded to him. The quoted/ accepted rates/ price shall deem to be inclusive of all such contingencies. Any mismatch/ defect found due to mistake in fabrication/ erection shall have to be rectified by successful bidder free of cost. Inspection by BHEL/ customer does not relieve successful bidder of their responsibility of executing quality erection.
- 2.15. The work to be carried out under scope of this specification, covers complete work of handling including receipt of the material, transportation to site, temporary storage & preservation prior to erection, if required, cleaning, preservative painting, erection, alignment, welding, levelling, adjustment etc. The work shall conform to dimensions & tolerances given in various drawings & documents. If any portion of works is found to be defective in workmanship & not conforming to drawings/ documents or other stipulations, the successful bidder shall dismantle and redo the work duly replacing the defective materials at their own cost, failing which recoveries, as determined by BHEL (i.e. supply and/or installation is to be carried out at risk & cost of contractor along with BHEL overhead as applicable), shall be effected from successful bidder's bills.
- 2.16. It is not the intent of this specification to specify herein all the details of erection and commissioning. However, the system shall conform in all respects to high standards of quality & workmanship for performing the required duties in a manner acceptable to purchaser, who will interpret the meaning of drawings and specifications and shall be entitled to reject any work or material, which in his judgments, is not in full accordance herewith. Rejected and other defective equipment, materials and Plant shall be satisfactorily replaced with proper replacements. The costs and expenses associated with such repairs and replacements shall be to the account of Successful bidder and not reimbursable.
- 2.17. The scope of work broadly covers as per specification & elsewhere in the document but shall not be limited to the following:
- 2.17.1. Detail design of covered sheds as per specification.
 - 2.17.2. Preparing the manufacturing quality plan.
 - 2.17.3. Complete manufacturing of all the structures, testing and assembly as per specification at manufacturer's/ sub vendor's premises.
 - 2.17.4. Providing requisite sets (both hard & soft copy) of engineering drawings, as-built drawing, plant handbook, storage, preservation & painting manual, erection manual, etc. as specified elsewhere in the tender.
 - 2.17.5. Arranging inspection of equipment and accessories etc. at manufacturer's/ sub vendor's premises.
 - 2.17.6. Packing & transportation of goods from manufacturer's works/ sub vendor's works within the quoted/ accepted rates/ price.

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- 2.17.7. Any equipment not specified here but required to make the equipment complete shall be under the scope of the successful bidder.
- 2.17.8. Transportation of materials on FOR destination/ site basis and door delivery of materials at site.
- 2.17.9. The bidder shall act as “Transporter” of the materials after Transfer of Ownership of the materials at the registered place of the Bidder. However, the Bidder shall continue to act as custodian of the materials and in case of any loss in transit, appropriate recovery shall be made from the Bidder.
- 2.17.10. Unloading of materials at railway station/ transporter’s godown/ railway siding/ inside or outside the project area, transportation to successful bidder’s stores, assessment of lost/ damaged items in transit, arranging the Insurance claims and replacement of lost/ damaged items. The successful bidder shall be responsible for making good the losses/ damages for cases for which BHEL is unable to lodge Insurance claim. If BHEL is unable to recover the full cost from Insurance company against any claims, the balance including deductible franchise wherever applicable, will be recovered from the successful bidder.
- 2.17.11. Transport of material to their respective places of erection and erection of the complete plant & equipment as supplied under this tender.
- 2.17.12. Deployment of all skilled and unskilled manpower required for erection, supervision of erection, watch & ward, commissioning and other services to be rendered under this specification.
- 2.17.13. Deployment of all erection tools & tackle, construction machinery, transportation vehicles and all other implements in adequate number and size, appropriate for the erection work to be handled under scope of this tender except otherwise specified.
- 2.17.14. Supply of all consumables, eg. welding electrodes, cleaning agents, diesel oil, lubricant etc. as well as materials required for temporary supports, scaffolding, etc. as necessary for such erection work, unless specified otherwise.
- 2.17.15. Providing support services for the successful bidder’s erection staff, eg, construction of site offices, temporary stores, residential accommodation and transport to work site for erection personnel, watch and ward for security and safety of the materials under the successful bidder’s scope and to be arranged at their own cost, etc, as required.
- 2.17.16. Preparing schedules and furnishing progress report in requisite mode & number.
- 2.17.17. Removal of the scrap generated at site.
- 2.18. All other points shall be as per the terms & conditions and specification along with aforesaid references together with amendments incorporated thereto.
- 2.19. Following shall be the responsibility of successful bidder and have to be provided within finally accepted rates/ prices:
 - 2.19.1. Provision as required of all types of labour, supervisors, engineers, watch and ward, tools & tackles, calibrated IMTEs (Inspection, measuring and testing equipment) as specified and otherwise required for the work, consumables for erection, testing and commissioning including material handling.
 - 2.19.2. Proper out-turn as per BHEL plan and commitment.
 - 2.19.3. Completion of work as per BHEL schedule.
 - 2.19.4. Good quality and accurate workmanship for proper performance of the equipment.
 - 2.19.5. Repair and rectification.

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- 2.19.6. Preservation/ re-conservation of all components during storage/ erection/ commissioning till handing over.
- 2.20. Construction of Temporary Office, Stores etc.: The successful bidder shall arrange at his own cost the construction of his temporary office, stores, fabrication yards, labour colony etc. and also the watch & ward of all above
- 3. SITE VISIT**
- 3.1. Bidder should visit site and acquire full knowledge & information about prevailing site conditions and in & around plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.
- 4. Facilities & Consumables in the Scope of Contractor / BHEL (Scope Matrix)**

Sl.No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1	PART I			
1.1	ESTABLISHMENT			
1.1.1	FOR CONSTRUCTION PURPOSE:			
1.1.1.1	Open space for office	Yes		Free
1.1.1.2	Open space for storage	Yes		Free
1.1.1.3	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
1.1.1.4	Bidder's all office equipments, office / store / canteen consumables		Yes	
1.1.1.5	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
1.1.1.6	Fire fighting equipments like buckets, extinguishers		Yes	
1.1.1.7	Fencing of storage area, office, canteen etc of the bidder		Yes	
1.1.2	FOR LIVING PURPOSES OF THE BIDDER			
1.1.2.1	Open space		Yes	
1.1.2.2	Living accommodation		Yes	
1.2	ELECTRICITY			
1.2.1	Electricity For construction purposes			Chargeable Basis.
1.2.1.1	Single point source	Yes		As provided by TANGEDCO
1.2.1.2	Further distribution for the work to be done which include supply of materials and execution		Yes	At bidder's own cost
1.2.2	Electricity for the office, stores, canteen etc of the bidder which include:		Yes	

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Sl.No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.2.2.1	Distribution from single point including supply of materials and service		Yes	
1.2.2.2	Supply, installation and connection of material of energy meter including operation and maintenance		Yes	Calibration certificate to be provided
1.2.2.3	Duties and deposits including statutory clearances for the above		Yes	
1.2.2.4	Demobilization of the facilities after completion of works		Yes	
1.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc on the above lines		Yes	
1.3	WATER SUPPLY			
1.3.1	For construction purposes:			Chargeable Basis
1.3.1.1	Making the water available at single point	Yes		Refer Note B
1.3.1.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.3.2	Water supply for bidder's office, stores, canteen etc			
1.3.2.1	Making the water available at single point		Yes	
1.3.2.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.4	LIGHTING			
1.4.1	For construction work (supply of all the necessary materials) At office storage area At the preassembly area At the construction site /area		Yes	
1.4.2	For construction work (Execution of the lighting work / arrangements) At office storage area At the preassembly area At the construction site /area		Yes	
1.5	COMMUNICATION FACILITIES for site operations	-		
1.5.1	Telephone, Fax, internet, internet, email etc		Yes	
2	PART II			
2.1	ERECTION FACILITIES			
2.1.0	Engineering works for construction			In consultation with BHEL
2.1.1	Providing the erection drawings for all the equipments covered under this scope		Yes	
2.1.2	Drawings for construction methods		Yes	

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Sl.No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
2.1.3	As-built drawings – wherever deviations observed and executed and also based on the decisions taken at site		Yes	In consultation with BHEL
2.1.4	Shipping lists etc. for reference and planning the activities		Yes	In consultation with BHEL
2.1.5	Preparation of site erection schedules and other input requirements		Yes	In consultation with BHEL
2.1.6	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments		Yes	In consultation with BHEL
2.1.7	Weekly erection schedules		Yes	In consultation with BHEL
2.1.8	Daily erection / work plan		Yes	
2.1.9	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	
2.1.10	Preparation of preassembly bay		Yes	

A. Construction Power:

- 1 Construction power will be provided to the contractor at one single point within the plant area by BHEL on chargeable basis as per the prevailing rates of TANGEDCO under LT tariff VI at the nearest substation.
- 2 The present LT tariff VI rate of TANGEDCO is
 - Consumption charges at Rs.12.00 per unit
 - Maximum demand (MD) charges as applicable per month
 - Low Power Factor (LPF) charges
 - Electricity Tax on total amount
 - Any other miscellaneous charges charged by M/s TANGEDCO pertaining to construction power supply.
- 3 The TANGEDCO tariff and tax may vary from time to time and the same is applicable for the bidder. The required digital Energy meter (CT Type) for measuring the consumption and MD shall be provided and installed by the contractor. Any dispute regarding consumption, the BHEL engineer's decision is final.
The contractor shall make his own arrangement for further distribution (as required within plant boundary and outside plant boundary) with necessary isolator / LCB etc.

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- 4 Necessary "Capacitor Banks" to improve the Power factor to a minimum of 0.9 shall be provided by the contractor at his cost. Penalty if any levied by customer on this account will be recovered from contractor's bills.
- 5 Provision for distribution of electrical power from the given single central common point to the required places with proper distribution boards, approved cables and cable laying including supply of all materials like cables, switch boards, pipes etc., observing the safety rules laid down by electrical authority of the State / BHEL / their customer with appropriate statutory requirements shall be the responsibility of the tenderer / contractor.
- 6 BHEL is not responsible for any loss or damage to the contractor's equipment as a result of variations in voltage / frequency or interruptions in power supply.
- 7 Contractor has to make their own arrangements for electricity requirement for labour colony at their cost. Any duty, deposit involved in getting the Electricity for contractors use i.e. Office shed, labour colony etc shall be borne by the bidder.
- 8 As there are bound to be interruptions in regular power supply, power cut/ load shedding in any construction sites, contractor should make his own arrangement for alternative source of power supply through deployment of adequate number of DG sets at their cost during the power breakdown / failure to get urgent and important work to go on without interruptions. No separate payment shall be made for this contingency.

B. Construction Water:

Water required for construction purposes will be provided at one single point within the plant area on chargeable basis from the nearest storage tank located inside the plant area at the prevailing rates of TANGEDCO / Metro water. The required water meter for measuring the consumption shall be provided and installed by the contractor. The required pumps & accessories, pipes for drawing water from the storage tank and further distribution will be arranged by the contractor at their cost.

The water charges may vary from time to time as per TANGEDCO / Metro water conditions, however the prevailing water charge is Rs.191.00 per 1000 litres. Any dispute regarding consumption, the BHEL engineer decision will be final

Incase of non-availability of water, the contractor shall make his own arrangements of water suitable for construction purpose to have uninterrupted work. No separate payment shall be made for any contingency arrangement made by contractor, due to delay / failure for providing water supply. Contractor has to make his own arrangements for his water requirement for his labour colony at his cost.

C. Open space:

Availability of land within plant boundary is very limited and the contractor has to plan and use the existing land considering the use of land by other Civil /mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erections agencies. Land will be allocated with certain time frame and to the extent available/ considered necessary, and will be reviewed by BHEL depending upon the area availability. Area within plant premises for fabrication, office, storage area etc. for construction purpose shall be provided as per availability free of cost. The contractor will be responsible for handing back all lands, as handed over to him by BHEL.

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Contractor has to make his own arrangements for labour colony at his cost. The contractor to construct labour colony as per his requirements after obtaining approval of formalities from statutory body. The contractor shall provide adequate water arrangement for drinking/washing/bathing with required toilets, drainage system, lighting facilities etc. in labour colony. Suitable paved area to be provided in the labour colony. The Contractor shall provide adequate arrangements for electricity requirements for labour colony.

D. LIGHTING FACILITY:

Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site of construction, and contractor's material storage area etc. at his cost.

E. DEWATERING

Contractor shall ensure at all times that his work area & approach/ access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of subsoil, surface water or catchments water, if required, at any time during execution of the work including monsoon period, excluding the situation of flood, shall be considered by BHEL. In case of situation of flood (as declared by local administrative authority or as assessed by BHEL Site In – Charge), necessary measures for flood mitigation/ flood control/ water ingress control/ evacuation of water logged portion will be taken by BHEL.

5. TACKLING PANDEMIC

- 5.1.** Special arrangements to be made for tackling pandemic – Contractor shall make arrangements for stay of workers within their premises as far as possible and/ or adjacent building and for implementation of STANDARD OPERATING PROTOCOL (SOP) as per government order. The transportation of workers to work place shall be arranged by the contractor in dedicated transport by ensuring social distance. Any person violating the pandemic measures published vide government order time to time will be liable to be proceeded for legal action as per the government order. Following shall be observed in work place:
- 5.1.1.1. All work places shall have adequate arrangements for temperature screening and provide sanitizers at convenient places.
 - 5.1.1.2. Work places shall have a gap of one hour between shifts and will stagger the lunch breaks of staff, to ensure social distancing.
 - 5.1.1.3. Use of AROGYA SETU will be encouraged for all employees both private and public.
 - 5.1.1.4. Contractor shall sanitize their work place between shifts.
 - 5.1.1.5. Large meetings to be prohibited. Spitting shall be strictly prohibited. Wearing of face cover is compulsory.
 - 5.1.1.6. Government order (state/ center) being issued time to time for protective measures of pandemic shall be complied with strictly until government (state/ center) declares end of pandemic.

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5.1.1.7. Standard operating procedure for social distancing for workplace and offices

The following measures shall be implemented by contractor for their office and workplaces:

1. All areas in the work premises including the following shall be disinfected completely using user friendly disinfectant mediums:
 - a. Entrance gate of work place, office, if any
 - b. Cafeteria and canteens, if any
 - c. Meeting room, conference halls/ open area available/ verandah/ entrance gate of site, bunkers, porta cabins, buildings, etc.
 - d. Equipments and lifts
 - e. Washroom, toilet, sink, water points, etc
 - f. Wall/ all other surfaces
2. For workers coming from outside, special transportation facility shall be arranged without any dependency on the public transport system. These vehicles should be allowed to work only with 30-40% passenger capacity.
3. All vehicles and machinery entering the premise should be disinfected by spray mandatorily.
4. Mandatory thermal scanning of everyone entering and exiting the work place to be done.
5. Medical insurance for the workers to be made mandatory.
6. Provision for hand wash & sanitizer preferably with touch free mechanism shall be made at all entry and exit points and common areas. Sufficient quantities of all the items should be available.
7. Work places shall have a gap of one hour between shifts and will stagger the lunch breaks of staff, to ensure social distancing.
8. Large gatherings or meetings of 10 or more people to discouraged. Seating at least 6 feet away from others on job sites and in gatherings, meetings and training sessions.
9. Not more than 2/4 persons (depending on size) will be allowed to travel in lifts or hoists.
10. Use of staircase for climbing should be encourages.
11. There should be strict ban of gutka, tobacco, etc. and spitting should be strictly prohibited.
12. There should be total ban on non-essential visitors at sites.
13. Hospitals/ clinics in the nearby areas, which are authorized to treat COVID-19 patients, should be identified and list should be available at work place all the times.

6. Inspection Agency (Domestic supplies)

- 6.1. Vendor shall give inspection call in line with approved QAP / Customer Hold Points to Regional BHEL-CQS center / Third Party Inspection Agency (TPIA) (as informed by BHEL) on "BHEL CQS Website"; with a copy of inspection call to BHEL-PSSR for arranging Customer/Third Party participation (wherever applicable), with an advance notice of 15 days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by customer/BHEL based on the BHEL-CQS/TPIA report OR Joint inspection report of BHEL CQS/TPIA & Customer (wherever applicable)

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7. Inspection Agency (Imported supplies)

- 7.1. In case of Imported Supplies advance notice of 30 days for participation in inspection (if applicable, in line with approved QAP / Customer Hold Points) to be given.
- 7.2. The Test Certificates & Inspection reports duly accepted by the Foreign Vendor Inspection agency in line with approved QAP/Customer Hold Points shall be submitted to BHEL-PSSR, CHENNAI. The above Inspection reports & Test certificates shall be reviewed by BHEL-PSSR in line with the Technical Specifications & Approved Data sheets and then sent to customer for their clearance. The customer dispatch clearance (MDCC) will be given to the Foreign Vendor or their representative in India through BHEL-PSSR after acceptance/clearance of above test certificates by Customer.

8. Dispatch Documents required

- 8.1. 75% of the payment (as per clause 22, SI No. 3 of SCC) shall be released against dispatch of material from registered place of dispatch of supplier. This payment shall be released on submission of the following documents:

8.1.1. For materials originating from Indian Territory

- 8.1.1.1. GST complaint Invoice in original & duplicate
- 8.1.1.2. Test certificate in original
- 8.1.1.3. Copy of Inspection Report (if applicable)
- 8.1.1.4. MDCC (Material Dispatch Clearance Certificate)
- 8.1.1.5. Original copy of Lorry Receipt(LR)/Railway Receipt(RR)
- 8.1.1.6. Packing List
- 8.1.1.7. Copy of letter, addressed to insurance company intimating dispatch.

8.1.2. For materials originating from non-Indian Territory

- 8.1.2.1. Three (3) original and Seven (7) copies of clean bill of landing or One (1) clean original Airway Bill & Four (4) copies, in case of air freight.
- 8.1.2.2. One (1) original and Six (6) copies of signed Invoices (Paying Authority along with TIN No. should be Mentioned).
- 8.1.2.3. One (1) original and Seven (7) copies of Packing List (clearly showing number of packages, gross weight and net weight).
- 8.1.2.4. Six (6) copies of certificate of country of origin.
- 8.1.2.5. Eight (8) copies of Customer/BHEL MDCC.
- 8.1.2.6. Six (6) copies of inspection certificate, if any, issued by the customer/his authorized representative.
- 8.1.2.7. Six (6) copies of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment.
- 8.1.2.8. Six (6) copies of certificate from the vendor to the effect that the contents in each case are not less than that entered in the invoices and guaranteed as new and as per the relevant technical specifications.
- 8.1.2.9. Shipping Specification – One (1) copy.
- 8.1.2.10. Quality Certificate – One (1) copy.
- 8.1.2.11. Approved Test Certificates if any. - Six (6) copies.

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- 8.1.2.12. Guarantee Certificate – One (1) Original + One (1) copy.
- 8.1.2.13. Inspection Reports – One (1) Original + One (1) copy.
- 8.1.2.14. Copy of letter, addressed to insurance company intimating dispatch

9. Material Receipt Certificate (MRC)

- 9.1. The vendor shall obtain Material Receipt Certificate from the project site, duly signed by Customer and BHEL-Site after receipt & physical verification of the material at site.

Taxes & Duties

- 10.1. All bidders/vendors to note that this project is a Non-Mega power Project. However, Essentiality certificate shall be issued by TANGEDCO (customer) for availing concessional custom duty under Project Import Regulations.
- 10.2. Essentiality certificate shall be issued by TANGEDCO through BHEL for the items to be imported by the vendor for specified items, limited to CIF content mentioned in the offer/order, for availing concessional custom duty.
- 10.3. The bidder has to indicate in their offer, the import contents (if any) i.e. list of items along with qty., currency of import, country of import & CIF value.
- 10.4. Availability of CIF for packages, if any, shall be intimated in NIT.
- 10.5. Bidder has to note that in order to derive the total Landed Cost to BHEL, evaluation shall be done excluding GST quoted by bidders. However, same shall be re-confirmed during techno-commercial evaluation of bids.

11. Packing, Identification & marking

- 11.1. The supplier shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling & transport by air, sea, rail and road.
- 11.2. All packing shall allow for easy removal and checking at site. Special precaution shall be taken to prevent rusting of steel and iron parts during transit by sea. Gas seals or other materials shall be adopted by the Contractor for protection against moisture during transit.
- 11.3. The number of each package in a shipment shall be shown in fraction, numerator showing number of the package and the denominator showing total number of packages in a lot / consignment. The packages number shall be generally prepared in the sequence in which they will be required for erection.
- 11.4. Each package delivered under the Contract shall be marked by and at the expense of the supplier and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee, the gross weight and net weight of the package, the name of the Contractor with a distinctive number of mark sufficient for purposes of identification. All markings shall be carried out with such materials as to ensure quickness of drying, fastness and indelibility. Each equipment or parts of equipment shall, when shipped or railed or otherwise dispatched be tagged with reference to the assembly drawings and corresponding part numbers. Each bale or package shall contain a packing note quoting specifically the name of the Contractor, the number and date of contract and the name of the office placing the contract, nomenclature of the stores and include a schedule of parts for each complete equipment giving the part numbers

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with reference to the assembly drawing and the quantity of each part, drawings nos. and tag numbers.

- 11.5. Besides wherever necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE" etc.
- 11.6. All packing cases, containers (excluding marine container), packing and other similar materials shall be new.
- 11.7. Notwithstanding anything stated in this clause, the Contractor shall be entirely responsible for loss, damage or depreciation or deterioration to the materials & supplies due to faulty and/or insecure packing.
- 11.8. Two copies of packing list should be kept in case/package No. 1 of each consignment of the goods and four copies in each case (three inside the box and one copy in a special packet at the outer side of the Box).
- Name and address of Consignee:
 - Project reference:
 - Contract No.:
 - Packing No.: (1/10, 2/10, 3/10 when there are 10 packages for one consignment)
 - Net Weight/Gross Weight:
 - Port of Loading:
 - Destination Port:
12. **Submission of Final Drawing / Documents along with O&M Manual, Type Test Certificates (if any)**
- 12.1. As per GCC/ Technical specification/ Kick-off meeting.
13. **Inspection by Customer at works (foreign and India)**
- 13.1. 1 man week that shall be split able by the Customer into any number of visits. All expenses on this account is to be borne by the Contractor.
14. **Divisible Contract**
- 14.1. Bidder shall quote total price for SCH-1 only as mentioned in the price schedule. All other amounts/ rates of each item of works in respective schedules/ parts will be derived based on allocated percentages. As such, any uncalled figure/ amount noted at any other place will not be reckoned & will stand null & void.
- 14.2. Bidder shall note that separate orders shall be placed for a) Supply part (SCH-3- DESIGN & SUPPLY - Price schedule), (b) Services part (SCH-4 –SERVICE - Price schedule). Contract Performance Bank Guarantee (CPBG) shall be calculated for respective orders separately and successful bidder shall submit accordingly.
- 14.3. Notwithstanding anything stated elsewhere in the tender, the contract has to be awarded on the basis of supply & service contract (divisible contract) on single source responsibility. In the mode of contracting on the basis of supply & service, the supply portion of the contract will correspond to the price of supply part of price schedule, and service portion of contract will correspond to the price of service part of price schedule.
- 14.4. But the two contract shall not in any way dilute the responsibility of the successful bidder for the successful completion of job as per tender and both contracts shall contain a cross-fall breach clause, namely that a breach in one contract shall

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automatically be classified as a breach on other contract which will confer a right on BHEL to terminate the other contract at the risk and cost of the successful bidder along with BHEL overhead.

- 14.5. The title of ownership of goods to be supplied shall pass on to the owner on dispatch ex-works/ FOR destination. However, till the scope is completed in all respect and the plant/ equipment is taken over, the goods shall remain with the custody of the successful bidder.

15. EVALUATION OF BID

- 15.1. Bidders should quote prices as per format provided in the tender. Bids shall be evaluated based on total price quoted (supply & service) including any loading of price as mentioned in technical specification/ SCC/ Price Schedule, as applicable.

- 15.2. **Currency of bidding shall be in INR only.**

16. TIME SCHEDULE

- 16.1. The date of commencement of erection work at site shall be mutually agreed between bidder and BHEL Engineer In-Charge.

- 16.2. During the total period of contract, the contractor has to carry out the activities in a phased manner as required by BHEL and as per the program of milestone events.

17. SCHEDULE OF SUPPLY

- 17.1. The successful bidder shall complete the supply of materials within **10 (Ten) months** from the date of placement of PO as per the below mentioned schedule:

S. No.	Activity	Time schedule
1	Submission of Design Basis Report	1 month from date of placement of PO for supply portion
2	Preparation of design, drawing and submission of the same for approval and submission of MQP (manufacturing quality plan) for approval	2 months from date of placement of PO for supply portion
3	Completion of third party inspection at manufacturing shop as per approved MQP	Progressively by 8 months from date of placement of PO for supply portion
4	Completion of supply of all materials	10 months from date of placement of PO for supply portion

18. SCHEDULE OF EXECUTION

- 18.1. The successful bidder shall complete the erection work within **7 (Seven) months** from date of commencement of work at site in line with PO placed for erection work as per the below mentioned schedule:

S. No.	Activity	Time schedule
1	Completion of pre-assembly and erection	Progressively by 6 months from date of commencement of work at site in line with PO placed for erection work
2	Reconciliation and handing over to BHEL	7 months from date of commencement of work at site in line with PO placed for erection work

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19. MOBILISATION

- 19.1. The Contractor has to subsequently augment his resources in a prudent manner to achieve the COMPLETION SCHEDULES as specified in the contract.
- 19.2. The above time allowed for completion of work (as per clause 17 and clause 18) includes Sundays and Holidays. Detailed program to be prepared by the tenderer taking in to consideration of the COMPLETION SCHEDULES /site decision on drawings flow (latest) and submitted for BHEL's approval.
- 19.3. In order to meet above schedule in general, and any other intermediate targets set, to meet customer / project schedule requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL.
- 19.4. In case the project is to be advanced, work in the scope of the contractor is to be advanced to meet the project requirement. No extra payment whatsoever shall be paid on this account.

20. SUBMISSION OF L3 SCHEDULE

- 20.1. The Successful bidder shall prepare L1 schedule/ network of engineering, manufacturing, testing, and procurement of sub-vendor items, as per completion schedule given in this document. This network must conform to the overall project schedule.
- 20.2. Based on L1 network the successful bidder will prepare L2 network which will indicate exhaustive list of activities of engineering, procurement of raw materials, manufacturing, testing, procurement of sub-vendor items, and dispatch as per completion schedule given in this document. This network must include all milestone and key activities for each subsystems/ components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), dispatch, erection/ commissioning.
- 20.3. Based on L2 network The successful bidder will develop L3 network, which will indicate micro details of each activity of L2 network and also show customer/ BHEL hold points, responsibility of the customers/ BHEL and Successful bidder.
- 20.4. The contractor shall submit a detailed L3 schedule within 15 days of placement of LOI in consultation with BHEL. The detailed L3 schedule shall be approved by BHEL and same shall be implemented. Bidder shall submit L3 schedule in MS Projects to meet the agreed project schedule.
- 20.5. The schedule shall be acceptable to BHEL for meeting their mile stone targets/schedule.
- 20.6. The successful bidder shall prepare and submit to BHEL monthly progress report indicating progress on key activities, management summary for critical activities, list of actions requiring attention of BHEL in CD (compatible to BHEL software) and also in requisite number of hard copies. The input & output data for all such schedule shall be furnished to BHEL in a manner compatible with BHEL software available at site. A copy of progress report must be submitted to Construction Manager/ BHEL/ site and Project Manager/ BHEL/ Chennai latest by 7th of every month covering the detailed progress achieved in the previous month.
- 20.7. The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which The successful bidder intends to take to make good the slippage or lost time, so that

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further works again proceed as per the original program and the slippage's do not accumulate and affect the overall program.

- 20.8. Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving target. The program of subsequent week shall also be presented by Successful bidder for discussions. The Successful bidder shall constantly update/revise his work program to meet the overall requirement.
- 20.9. Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of Successful bidder will be held once in a month. These meetings will be attended by reasonably higher officials of the Successful bidder and will be used as a forum for discussing all areas where progress needs to be sped up. The Successful bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
- 20.10. Successful bidder has to provide electronic/ computerized storing & re-production/ printing/ plotting of various data, log sheets, protocols, measurements etc. These may be stored in virus free CD & handed over to BHEL as per requirement.

21. QUALITY ASSURANCE

- 21.1. All materials, components and equipment covered under this specification shall be procured, manufactured, and tested at all the stages, as per a comprehensive Quality Assurance Program. An indicative program of inspection/tests to be carried out by the successful bidder for some of the major items is given in the quality assurance program. This is however not intended to form a comprehensive program as it is the responsibility of the successful bidder to draw up and implement such program duly approved by BHEL. The detailed quality plan for manufacturing should be drawn up by the Successful bidder and will be submitted to BHEL for approval.
- 21.2. Manufacturing Quality Plans and Field Quality Plans will detail out all the equipment & components, various tests/ inspection to be carried out as per requirement of specification & standards mentioned therein and the quality practices & procedures, etc. to be followed by the successful bidder 's quality control organization during various stages of materials procurement, manufacturing, assembly, handling, erection and final testing/ performance testing.
- 21.3. Quality audit/ approval of the results of tests and inspection will not prejudice the right of BHEL to reject equipment not giving the desired performance after erection and shall not in any way limit the liabilities and responsibilities of the successful bidder in earning satisfactory performance of equipment as per specification.
- 21.4. Repair/ rectification procedures to be adopted to make any job acceptable shall be subjected to the approval of BHEL/ owner.
- 21.5. The Successful bidder shall furnish copies of reference documents/ plant standards/ acceptance norms/ tests and inspection procedures etc. as referred in Quality Plans along with Quality Plan. These Quality Plans and reference documents/ standards etc. will be subject to BHEL/ owner's approval without which manufacturing will not proceed. These approved documents will form part of the contract. In these approved Quality Plans, BHEL/ authorized representative shall identify customer hold points, test/ checks which shall be carried out in presence of BHEL/ owner's representative and beyond which work will not proceed without consent of BHEL/ owner. All deviations to the specifications, approved Quality Plan and Applicable standards must be documented and referred to BHEL for approval & disposition.

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(A Govt. Of India Undertaking)
Power Sector – Southern Region



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22. Terms of payment for supply portion

22.1. Billing Break Up (BBU) shall be submitted by the contractor and shall be approved by BHEL.

Note:

Guideline for proposal of billing break up -

SL. NO.	Description	% payment on pro-rata basis	
		Against activity	Cumulative
Price Sch-3 Item no. 1a)	Engineering		
1.	Approval of DBR (Design Basis Report)	20%	20%
2.	Preparation, finalization & approval of design & drawing as well as QAP	80%	100%
Price Sch-3 Item no. 1b) & 1c)	1b) Structural Material (Supply) 1c) Sheeting Material (Supply)		
3.	Third party inspection & issuance of MDCC on pro-rata basis along with intimation for on-transit insurance	75%	75%
4.	Receipt of material at site and production of MRC on pro-rata basis	20%	95%
5.	Preservation of material supplied and utilization in erection on pro-rata basis (i.e. final acceptance certificate, which is to be issued by BHEL after completion of warranty period. However, if desired by vendor, this 5% may be released by BHEL against submission of equivalent amount bank guarantee as per performance bank guarantee format to be kept valid till warranty period, subject to the following: i) Receipt of certificate that all works are completed in all respects ii) Reconciliation of materials/ T&P/ MME (Monitoring and measuring equipment) iii) Completion of final bill formalities and iv) Handing over to BHEL	5%	100%

Note: In case of consortium, payments shall be made to the Prime bidder only.

23. Terms of payment for service portion

SL NO.	Description	% payment on pro-rata basis	
		Against activity	Cumulative

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Sch-4 Item no. 2 a) & 2 b)	2 a) Structural Material (Erection) 2 b) Sheeting Material (Erection)		
1.	Pre-assembly and erection of supplied materials on pro-rata basis	95%	95%
2.	Final acceptance certificate, which is to be issued by BHEL after completion of warranty period. However, if desired by vendor, this 5% may be released by BHEL against submission of equivalent amount bank guarantee as per performance bank guarantee format to be kept valid till warranty period, subject to the followings: i) Receipt of certificate that all works are completed in all respects ii) Reconciliation of materials/ T&P/ MME (Monitoring and measuring Equipment) iii) Completion of final bill formalities and iv) Handing over to BHEL	5%	100%

Note: In case of consortium, payments shall be made to the Prime bidder only.

24. Currency of payment

24.1. All payment by BHEL for supply and service portion, shall be done in INR only.

25. T&PS TO BE DEPLOYED BY CONTRACTOR

25.1. Following Major T&Ps to be arranged by contractor within the indicated time

S.No.	Major T&P items	Broad Mobilizing time from date of start of erection work
1	4 Nos 100T Crawler crane of having minimum boom length 60m or higher capacity as per requirement for erection.	2 Nos. before start erection activity Balance 2 nos. within 1 month from start of erection activity.
2	2 nos pick & carry crane(12/ 14 T capacity)	2 Nos. Before start of erection activity
3	Welding rectifiers	As per site requirement.
4	20 T trailer	As per site requirement.
5	Sufficient quantity of ladders for approach up to the top of each erected structure.	As per site requirement.
6	2nos. mobile lighting mast (These towers shall have 4x1000W metal halide lights.)	Within 30 days of commencing erection

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7	Portable fire extinguishers	As per site instruction, Before starting of erection work
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Note:

T&P and the mobilization shown in the above mentioned list is tentative requirement considering parallel working. However, Mobilization schedule and quantity/ numbers of T & Ps, and period of deployment as mutually agreed at site for major T&Ps, have to be adhered to. Numbers/ time of requirement will be reviewed time to time at site and contractor will provide required T&P/ equipment's to ensure completion of entire work within schedule/target date of completion without any additional financial implication to BHEL. Vendor will give advance intimation & certification regarding capacity etc. prior to dispatch of heavy equipment's. Also on completion of the respective activity, demobilization of T&P in total or in part can be done with the due approval of engineer in charge. Retaining of the T&P's during the contract period will be mutually agreed in line with construction requirement.

- 25.2. All T&P and all IMTEs, which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition.
- 25.3. All T&P, lifting tackles and pulling devices to be deployed by the successful bidder must bear valid/ latest test certificates for their suitability, and documents shall be preserved at site.
- 25.4. In case of expiry of validity of any such test certificate during construction, successful bidder shall arrange for revalidation of the same well in advance, so that the construction activities do not suffer on account of non-availability of such Test certificates.
- 25.5. In the event of non-mobilization of Tools, Plants, Machinery, Equipment, Material or non-availability of the same owing to breakdown and as a result progress of work suffers, BHEL reserves the right to make alternative arrangement (available or higher capacity) and hire charges shall be recovered as per BHEL norms. applicable as under:
- 25.5.1. Case 1: BHEL provides its own Capital T&P: If BHEL provides owned T&P then BHEL, hire charges (as per BHEL norms) will be recovered from the contractor as per the prevailing BHEL Corporate hire charges applicable (as enclosed in annexure-C1,annexure-C2,annexure-T I, annexure-T II,) as per following cases:
- 25.5.1.1. In case the T&P is specifically listed in "T&Ps to be deployed by Contractor", 'Rates of hire charges applicable to outside agencies other than contractors working for BHEL' (annexure-C2 and annexure-T II) will apply.
- 25.5.1.2. In case the T&P is not specifically listed in "T&Ps to be deployed by Contractor", 'Rates of hire charges applicable to contractors working for BHEL' (annexure-C1 and annexure-T I) will apply.
- 25.5.1.3. The hire charges of Capital Tools & Plants are exclusive of operating expenses e.g., Operator, fuel & Consumables and the same shall be arranged by the contractor at his cost.
- 25.5.2. Case 2: BHEL provides hired T&P: In all cases other than that specified in SI No. 26.5.1 above, actual expenses incurred by BHEL along with applicable overheads will be back-charged to the contractor.

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- 25.6. In the event of need of change of type of any of major T&Ps, approval shall be taken from BHEL Engineer in-charge prior to mobilization. The decision of Number of T&P required due to replacing the enlisted T&P as per above table, shall be taken after analysing the production capacity and suitability of both the T&Ps.
- 25.7. In addition to the above, any other tools and plants required for execution of the above work are in contractor's scope.
- 25.8. Contractor shall have at all times experienced operators and technicians for routine and breakdown maintenance of the equipment. Any delay in rectification of defects will warrant BHEL rectifying the defect and charging the cost to the contractor.
- 25.9. In construction projects of this magnitude it is possible that all the areas / approaches may not be ready. In such cases consolidation of ground and arrangement of sleeper's / sand bag filling etc for safe operation / movement of equipment including cranes / trailers etc shall be the responsibility of the contractor at his cost. No compensation on this account shall be payable.
- 25.10. Crane operators deployed by the contractor shall be tested by BHEL before they are allowed to operate the cranes.
- 25.11. The age of the contractor deployed cranes upto 150 T should be within 15 years as on date of deployment. Contractor has to provide documentary proof for the age of the crane at the time of deployment to the BHEL Engineer.
- 25.12. **CRANE OPERATOR FOR CRANES PROVIDED BY CONTRACTOR**
- 25.12.1. Must be capable of independently operating hydraulic/ mechanical crawler/ tyre mounted cranes of respective categories.
- 25.12.2. Must have minimum 2 years' experience in operation of hydraulic/ mechanical crawler/ tyre mounted cranes in respective categories & hold valid HMV/ TRANS license. Should be able to read and interpret the operation and maintenance manual, boom load chart, boom angle and other indicating devices.
- 25.12.3. Operator shall have latest physician's certification for their physical fitness in vision with/ without lenses & adequate hearing with or without hearing aid
- 26. MATERIAL HANDLING**
- 26.1. Open land as available shall be provided by BHEL on free of cost basis as provided by TANGEDCO. Contractor shall maintain one centralized fenced store cum fabrication yard, as applicable in accordance with site condition, at his own cost. Hard surfacing, as applicable in accordance with site condition, of this yard and all round drain shall be carried out by the contractor at his own cost within the quoted rate. The bidder shall make complete arrangement of necessary security personnel, to safeguard all such materials in his custody.
- 26.2. Periodic audit of system of purchasing, storing and issue, etc. will have to be carried out by the vendors, as applicable. BHEL will also audit the same, as applicable.
- 26.3. The Contractor must ensure proper preservation of the supplied material till completion of erection and handing over activities.
- 26.4. All structural steel shall be stacked plate size wise and thickness wise. Tubular sections, Beams, channels and angles shall be stacked separately on sleepers.
- 26.5. Materials shall not, under any circumstances, be taken out of the project site unless otherwise permitted by BHEL.

SPECIAL CONDITIONS OF CONTRACT **FOR 2 X 660 MW ENNORE SEZ SUPERCRITICAL TPS**

27. PVC

27.1. Price Variation Compensation (PVC) is not applicable.

28. Contract Performance Bank Guarantee

28.1. Standalone bidder/ Prime bidder along with consortium partner(s) have to submit individual Contract Performance Bank Guarantee (as per Annexure-IV of GCC) amounting to 10% of the total order/contract value (excluding taxes, duties & freight). In case of consortium, each CPBG as submitted by Prime bidder and consortium partner(s) shall be in the proportion of value of work being executed individually as indicated in their consortium agreement. The prime bidder shall submit CPBG (Contract Performance Bank Guarantee) equivalent to 1% of the total contract value in addition to the individual CPBGs to be submitted by all consortium partners including prime bidder, as dealt above.

28.2. All remaining terms & conditions shall be as per clause 11.0 “**Contract Performance Bank Guarantee**” of General commercial terms and conditions of GCC.

GENERAL CONDITIONS OF CONTRACTS (GCC)

Rev No. 07

w.e.f 10.01.2020

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BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING MANAGEMENT

PPEI BUILDING, HRDI & ESI COMPLEX

PLOT NO. 25, SECTOR – 16A

NOIDA – 201301 (U.P.), INDIA

Not for Publication

For Official Use

	PROJECT ENGINEERING MANAGEMENT	GENERAL CONDITIONS OF CONTRACT (GCC) Revision no. 07	DEFINITION OF TERMS
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DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

- 1 **Purchaser** shall mean **M/s Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Project Engineering Management Division (PEM)**, PPEI Building, HRD & ESI Complex, Plot No. 25, Sector – 16A, NOIDA – 201 301 (UP) which expression shall include its successors and assigns. It may also be referred to as **BHEL**.
- 2 **Owner** shall mean the **Customer** or **Client** for whose project the enquiry is issued by Purchaser and shall include its successors and assigns as well as authorized officer(s)/ representative(s).
- 3 **Consultant** shall mean the agency appointed by Owner or Purchaser to provide consultancy services for the project and shall include its successors and assigns as well as authorized officer(s)/ representative(s).
- 4 **Tenderer** shall mean the Person(s) / HUF/ AOP (Association of Persons)/ Firm / Company / a Joint Venture/ Consortium or any such other Organization/ Enterprise which quotes against the Tender Enquiry issued by **Purchaser/ Buyer**. It may also be referred as **Bidder** or **Vendor**.
- 5 **'Order / Contract'** shall mean and include the **Purchase/ Work Order** along with bid/ tender/ offer, the bidding conditions, clarifications issues by the buyer as regards the tender or the bidding conditions, covering letter, letter of intent / acceptance / award, specific agreement, the General Conditions of Contract and Special Conditions of Contract for commercial conditions of Purchase, specific agreement on technical conditions, special technical conditions and technical conditions/ specifications, Inspection/ Quality Plan, Schedule of Prices and Quantities, Drawings, if any enclosed or to be provided by the Buyer or his authorized nominee, Integrity pact (as and when if applicable), and any subsequent amendments hereto as may be mutually agreed upon, (It may also be referred to as the "Order"). Any conditions or terms stipulated by the bidder in the tender/offer or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL before award of the order. 'Parties to the Contract' shall mean the Seller and the Buyer as named in the main body of the Purchase Order.
- 6 **Seller/ Contractor** shall mean the Firm/ Company/ Organization with whom the Order/ Contract is made and shall be deemed to include its successors, representatives, heirs, executors, administrators and assigns as *agreed between parties to the contract*, as the case may be. It may also be referred as **Supplier or Vendor**.
- 7 **Sub-Contractor/ sub-vendor** shall mean the person/ firm/ company/ organization to whom any part of the work has been sub-contracted by Seller/ Contractor, with the written consent of Purchaser, and shall include sub-contractor's heirs, executors, administrators, representatives and assigns as *agreed between Seller and BHEL*.

Note - The terms used in this document like Tenderer/ Bidder/ Vendor/ Seller/ Contractor/ Supplier can be used interchangeably. In the same way the terms used in this document like Purchaser/Buyer/BHEL can be used interchangeably.

- 8 **Engineer** shall mean the authorized officer of Purchaser to act as the engineer on its behalf for the purpose of the Order/ Contract.
- 9 **Site** shall mean and include the land and place on which the project station related facilities are to be constructed and any adjacent land which may be allocated or used by Owner, *buyer* or Seller/ Contractor in performance of the Order/ Contract.
- 10 **Acceptance Tests** shall mean such tests as prescribed in specifications and/ or tests mutually agreed upon by Purchaser and Seller/ Contractor, to be performed by Seller/ Contractor during the process at vendors'/ sub vendors' works and after/ *during the erection/ commissioning* of equipment to establish its satisfactory operation as per specifications.

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- 11 **Commissioning** shall mean successful/ satisfactory completion of Trial Operation and readiness of the contracted/ ordered package / plant and materials unit wise/ set wise/ lot wise/ individual sub-system etc. including associated stand by for commercial use. This will include all consumables and inputs required for pre-commissioning.
- 12 **Initial Operation** or **Trial Operation** or **Reliability Run** shall mean continuous integrated operation of the contracted/ ordered plant and materials under varying loads as proof of satisfactory operation for a specified period. The procedure to be agreed during detailed engineering.
- 13 **Inspection Agency** (IA) shall mean person(s) authorized by Purchaser / Owner to inspect the stores as per Order/ Contract at *Vendor's/ Contractor's/ Sub-Contractor's* works. Vendors to raise inspection call on BHEL – CQS website.
- 14 Month shall mean calendar month and week shall mean 7 days.
- 15 **Consignee** shall mean the official(s)/ person(s) to whom the stores are required to be delivered in the manner indicated in the Order/ Contract.
- 16 **Plant/ Equipment/ Stores** shall mean the goods, machinery, components, parts, spares etc. required to be supplied by Seller/ Contractor as per Order/ Contract.
- 17 **Contract Engineer** (CE) shall mean the official who signs the Order/ Contract on behalf of Purchaser.
- 18 **Site Engineer** shall mean official authorized by owner to receive and verify the in-coming stores, and issue Material Receipt Certificate (MRC)/ Stores Receipt Voucher (SRV).
- 19 **Site Inspection Agency** (Site IA) shall mean person(s) authorized by Purchaser/ Owner to inspect the stores/ works included in Order/ Contract at the Project Site.
- 20 **Performance Guarantee Test:** A test to be conducted by the vendor and witnessed by owner/ purchaser, as per procedure submitted by the vendor and approved by owner/ purchaser describing the objective of the test, detailed procedures to test the guaranteed parameters, obligations as per the order/ contract, results presentation procedure and verification and acceptance criterion.
- 21 Technical Specification / Specification shall mean the all the Specifications wherein detailed description of the design and materials based on which project is to be delivered by Supplier.
- 22 Wherever term 'Due date and time' is referred, it implies Indian Standard Time and date.
- 23 **GENERAL** - The words incorporating singular shall include plural and vice-versa, the words incorporating masculine gender shall include feminine gender and vice-versa, and the words incorporating persons shall include bodies, corporate, limited liability companies, partnership and other legal entities.

	PROJECT ENGINEERING MANAGEMENT	GENERAL CONDITIONS OF CONTRACT (GCC) Revision no. 07	ABBREVIATIONS
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ABBREVIATIONS

AWB	Airway Bill
AMC	Annual Maintenance Contract
BG	Bank Guarantee
BL	Bill of Lading
BOCW	The Building and other Construction Workers (Regulation of Employment & Conditions of Service) Act
BOQ	Bill of Quantity
CAN	Cargo Arrival Notice
C&F/ CFR	Cost and Freight
CFS	Container Freight Station
CIF	Cost, Insurance and Freight
COO	Certificate of Origin
CQ	Corporate Quality
DDP	Delivery Duty Paid
DMS	Document Management System
EMD	Earnest Money Deposit
E&C	Erection and Commissioning
FCA	Free Carrier
FCL	Full Container Load
FIR	First Information Report
FOB	Free on Board
FOR	Free on Rail/ Road
FTL	Full Truck Load
GCC	General Conditions of Contract
GR	Goods Receipt
GST -	CGST/IGST/UTGST Central/ Integrated/ Union Territory Goods and Services Tax
H1 Bidder	Bidder quoting highest cost to BHEL
HSE	Health Safety and Environments Guidelines
HQ/ Hqrs	Headquarter
HUF	Hindu Undivided Family
ICC	International Chamber of Commerce
IGM	Import General Manifest
IP	Integrity Pact
IEM	Independent External Monitor
L1 Bidder	Bidder quoting lowest cost to BHEL
LC	Letter of Credit
LD	Liquidated Damages
LOA	Letter of Award
LR	Lorry Receipt
MCE	Marine cum Erection

	PROJECT ENGINEERING MANAGEMENT	GENERAL CONDITIONS OF CONTRACT (GCC) Revision no. 07	ABBREVIATIONS
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MDCC	Material Dispatch Clearance Certificate
MRC	Material Receipt Certificate
MSMED	Micro Small and Medium Enterprises Development
NCR	National Capital Region
NIT	Notice Inviting Tender
NND	Non Negotiable Document
OBL	Ocean Bill of Lading
O&M	Operation & Maintenance
ORC	Over run charges
PBG	Performance Bank Guarantee
PEM	Project Engineering Management
P&ID	Process & Instrumentation Diagram
PO	Purchase Order
PQR	Pre-Qualification Requirement
PTL	Part Truck Load
PVC	Price Variation Clause
QA	Quality Assurance
QS	Quality Surveillance
RA	Reverse Auction
RBI	Reserve Bank of India
RFQ	Request for Quotation
RR	Railway Receipt
SBI	State Bank of India
SCC	Special Conditions of Contract
SCE	Storage cum Erection
T&P	Tools & Plants
TReDS	Trade Receivables Discounting System

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INSTRUCTIONS TO BIDDERS

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1.0 **GENERAL INSTRUCTIONS**

- 1.1 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon in 'Deviation' sheet (refer annexure-II-Cost of Withdrawal) by the tenderer in his offer. Non-compliance with any of the requirements and instructions in the Tender Enquiry may result in rejection of the tender.
- 1.2 The general terms of business or sale of the bidder shall not apply to the Buyer or the Contract unless specifically agreed to otherwise in the Contract. Any other terms and conditions of the bidders attached/ referred in the bid of the Bidder against the tender enquiry will be treated as rejected by the Buyer unless specifically agreed to in the Contract.
- 1.3 Any deviations from or additions to these 'General Conditions of Contract' require Buyer's express written consent before awarding the order/ contract.
- 1.4 Acceptance, receipt of shipments or services or effecting payment as regards any such shipments or services shall not mean that the general terms of business or sale of the seller have been accepted. Any additional and new terms & conditions mentioned in any of the document submitted by vendor after award of contract shall have no effect.
- 1.5 Purchase orders/ Work orders/ Contracts, agreements and amendments thereto shall be binding if made or confirmed by the Buyer in writing. Only the Purchasing/ Contracting department of the Buyer is authorized to issue the Purchase Order (Contract/Work Order) or any amendment thereto. Any document purporting to be a Contract/Order or an amendment thereto issued by any person not from the Purchasing

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Department of the Buyer will not be binding on the Buyer and will not be deemed to create any mutual rights and obligations for the Buyer and the Seller/Bidder.

1.6 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:

- i. Amendments to Purchase Order/ Work Order/ Framework Agreement
- ii. Purchase Order/ Work Order/ Framework Agreement
- iii. Letter of intent (LOI)/ Letter of Award (LOA)
- iv. Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions
- v. Corrigenda to NIT, with those of later date having precedence over those of earlier date
- vi. Enquiry letter and annexures except documents listed in point no (vii) to (ix) below
- vii. Technical specifications
- viii. Special Conditions of Contract (SCC)
- ix. General Conditions of Contract (GCC)

1.7 In the GCC, wherever references are being made for any particular web links, bidder to properly apprise itself about these web links before submission of the bid.

2.0 **PROCEDURE FOR SUBMISSION & OPENING OF TENDERS**

2.1 Bids shall be submitted strictly in accordance with the requirements of tender documents. Incomplete offers are liable to be rejected.

2.2 Tenders shall be submitted in **Two parts** (or as specified in NIT) on or before the Due Date and time indicated in the NIT/ RFQ.

PART – I: Techno-Commercial Bid

comprising of Technical Offer, Annexure-I of GCC, Commercial Terms & Conditions, Unpriced copy of Price Bid & Annexure II of GCC, PQR documents (if applicable) in two sets or as specified in NIT.

PART – II: Price Bid

Containing Prices, cost of withdrawal of deviation as per Annexure-II of GCC, to be submitted in original, strictly, as per Price Schedule of BHEL for complete scope of Tender Enquiry.

NOTE:

Offers are liable to be rejected for changes made by bidders in the Price Schedule, except those specified in the unpriced bid and accepted by Purchaser.

Where-ever it is specified in NIT that the bids are to be submitted on BHEL e-procurement portal, bidder to upload the bid documents on specified portal and no paper bids are required to be submitted.

2.2.1 PART-I (Techno-Commercial bid) shall be opened on Due Date and time specified in the NIT/ RFQ, or extension thereof, in presence of bidders who may like to attend. In case of e-bid, system generated intimation of bid opening to bidders will be applicable (i.e. presence of bidders is not applicable in case of e-bid). Incomplete offers are liable to be rejected. Purchaser reserves the right to open both Part-I and Part-II together.

2.2.2 PART-II containing prices shall be submitted along with Part-I but in a separate sealed cover. Corrections/ amendments shall be properly authenticated; else the offer is liable to be rejected. Intimation for Part-II opening shall be given to all the techno-commercially acceptable bidders and opening of bids shall be

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done in presence of tenderers who may like to attend. In case of e-bid, system generated intimation of bid opening to bidders will be applicable (i.e. presence of bidders is not applicable in case of e-bid).

- 2.2.3 Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission. The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder.

Unsolicited discounts/revised offers given after due date and time of offer submission shall not be accepted.

In case there is no change in the technical scope and/or specifications and/or commercial terms & conditions, the bidder/s shall not be allowed to change his/their price bids after the due date, within the validity period.

In case of changes in scope and/or technical specification and/or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A cut-off date and time shall be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.

In the event of any bidder, after finalizing the technical specification & scope of supply, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened.

Price Impact/ Discount/ Revised Price Bid shall be duly superscribed as:

“Price Impact / Discount/ Revised Price Bid (Part-II) (delete whichever is not applicable), Revision No. against Tender Enquiry No. _____ dated _____”

- 2.3 After technical & commercial examination of the offers received and clarifications obtained (if required), Part-II (Revised Price Bid/ Original Price Bid along with Price Impact and Discount, if any) shall be opened, for which the date and time shall be intimated to technically and commercially acceptable bidders in case of public opening. BHEL may opt to finalize the prices through Reverse Auction amongst technically and commercially acceptable bidders. BHEL reserves the right to open the earlier price bids, if any, submitted by the bidder(s), if required.

- 2.4 No correspondence shall be entertained from the tenderers after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.

- 2.5 Only one representative of the bidder will be permitted to be present for tender opening. The representative to be present for tender opening should have proper authentication/ Photo Identity Proof which needs to be produced on demand by BHEL.

- 2.6 Purchaser may negotiate the tender with L1 bidder after price bid opening.

2.7 **BID SUBMISSION**

2.7.1 **E- Bid**

- 2.7.1.1 Bidders shall have to visit BHEL E-Procurement web site and have to upload their quotation on BHEL e-bid portal in line with NIT requirement by due date and time.

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2.7.1.2 For uploading Bids, bidders have to use their organization's authorized Digital signature (DSC class-III/ applicable class for bidding) registered with PEM. In case the same is not registered with PEM or not available with the bidder then such bidders have to purchase the same and get it registered with PEM as the same is required to upload the bid on BHEL E-bid portal.

2.7.1.3 Bidders to note that hard copy of the bid is not required to be submitted and Bid is to be uploaded on BHEL e-bid portal only. In case paper bids are received from any of the bidder against e-bid, same shall be ignored

2.7.2 Paper Bid:

2.7.2.1 Bid/ Quotation must be enclosed in sealed cover(s) as per requirements of the tender enquiry, on which the tender enquiry number and the due date MUST BE written. Covering letter of tender submission shall be as per Annex I.

MARKING ON ENVELOPES

2.7.2.2 Following shall be superscribed on the envelopes which shall be addressed by name and designation to the official inviting tender:

- | | |
|----------|--|
| PART-I: | 1. TENDER ENQUIRY No. AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "TECHNO-COMMERCIAL BID". |
| PART-II: | 1. TENDER ENQUIRY No. AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "PRICE BID". |

2.7.2.3 Both Parts - I & II shall be submitted in separate sealed covers duly superscribed as indicated above and shall be enclosed further in a main cover duly sealed and superscribed as:

"TENDER FOR _____ AGAINST TENDER ENQUIRY NO. _____ DUE ON _____
CONTAINING PART-I & PART-II BIDS"

2.7.2.4 Envelope not marked with tender enquiry number is liable to be ignored and may not be opened.

2.7.2.5 Tenders shall be addressed to BHEL officials by name & designation as given in NIT and sent to the following address:

Tender Room
Bharat Heavy Electricals Ltd.
Project Engineering Management
PPEI Building, HRD & ESI Complex,
Plot No. 25, Sector – 16A, NOIDA – 201 301 (U.P.)

Attention: 1) Mr.
2) Mr.

2.7.2.6 Tenders can either be deposited in tender room in person or sent by Courier/ Registered or Speed Post to the above mentioned address. It shall be bidders' responsibility to ensure that tenders are delivered in time.

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2.7.2.7 Name of vendor's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.

2.7.2.8 Tenders received after the Due Date and Time of submission shall be rejected.

2.7.2.9 Unsolicited tenders will not be entertained.

Note: Bid should be free from Erasure, cutting, overwriting, whitener or corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection

3.0 **MINIMUM E&C CHARGES**

Total **Erection & Commissioning charges** (excluding GST) should be minimum 20% (or as specified in NIT) of the total quoted price of main equipment supply (including freight & excluding GST) and erection & commissioning (excluding GST); failing which the break-up of prices shall be adjusted accordingly for ordering. However, while doing adjustments, vendor quoted prices for mandatory spares, PG test charges, O&M spares, O&M charges, etc. will not be changed.

4.0 **AUTHORITY FOR TENDER SIGNING**

A person signing the tender or any other document in respect of Order/ Contract on behalf of the tenderer, without disclosing his authority to do so shall be deemed to warrant that he has the authority to bind the tenderer. If it is discovered at any time that the person so signing had no authority to do so, the Purchaser may, without prejudice to any other right or remedy, cancel the Order/ Contract and make or authorize the purchase of the stores at the risk and cost of such tenderer and hold such tenderer liable to Purchaser for all costs and damages arising from cancellation of the Order/ Contract including any loss which Purchaser may sustain on account of such purchase.

Notes:

- a) Bids of Indian supplier shall be in Indian Rupee only.
- b) Bids of foreign suppliers shall preferably be in currency of the country of origin and on C&F basis.
- c) An authorized representative/ agent can represent only one bidder for the given package.

5.0 **CLARIFICATIONS REQUIRED BY BIDDERS**

Technical and commercial clarifications required before submission of the tender should be addressed to the official(s) inviting the tender.

6.0 **DEVIATIONS - LISTING**

6.1 Tenders shall be submitted strictly in accordance with the requirements of tender documents. In case of deviations from NIT, the tenderer shall give cost of withdrawal of such deviation in the Annexure-II (i.e. in cost of withdrawal sheet). Any deviation not mentioned in deviation sheet and shown separately or found hidden in offer, will not be taken cognizance of.

6.2 If bidder insists for price variation clause (PVC) where NIT specifies firm price, the offer should contain:

- i. PVC Formula
- ii. Ceiling for PVC
- iii. Base date and applicable indices for the base date.

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Open ended PVC formula is not acceptable. Indices shall be based on Government of India/ RBI publications/ IEEMA/LME etc. However, BHEL reserves the right to accept/ reject the offer with PVC.

7.0 VALIDITY OF OFFER

Vendors' offers shall be submitted with the following validity periods:

- i. Original offer shall be valid for six months from Part-I opening date unless specified otherwise in NIT.
- ii. If revised price bid/ price impact is asked by BHEL, the validity of the same shall be two months from the date of price bid opening or six months from Part-I opening, whichever is later.
- iii. In case where Reverse auction (RA) is conducted, the validity of the same shall be two months from the date of successful RA completion or six months from Part-I opening, whichever is later.
- iv. In case of negotiation, validity of offer shall be two months from receipt of revised price /negotiated final price or six months from Part-I opening, whichever is later.
- v. Offers with shorter validity than above are liable to be rejected
- vi. Prices of Recommended Spares, O&M Spares and Mandatory Spares (wherever these are Optional items) shall be valid till three years from the date of PO (for placement of order) unless specified otherwise in NIT.
- vii. Unit prices for scope addition/ deletion shall be valid till three years from the date of PO (for amendment of PO).

8.0 LANGUAGE & CORRECTIONS

- i. The Bid shall be in English language. All correspondence and documents relating to the bid exchanged between the bidder and the purchaser shall also be in ENGLISH language. However, any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed for its correctness. Any document submitted with the bid but not in English language shall not be treated as part of the bid document. The responsibility for the correctness of the translations if any solely rests on the bidder and purchaser shall not be responsible for any loss/likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall prevail.
- ii. Tenderer shall quote the rates in English language and Indo-Arabic numerals only. Total Price shall be entered in figures as well as in words. For the purpose of tender, metric system of units shall be used.
- iii. All entries in the tender shall either be typed or written legibly in ink. Cancellations, corrections, insertions, erasements, over-writing (if unavoidable) shall be authenticated with signature and seal by the bidder.

9.0 PRICE DISCREPANCY

Following shall be considered for evaluation and ordering for non-conformities/ errors/ discrepancies in price bid:

- i. Bidders should quote total price in "figures" with corresponding words in price bid format.
- ii. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly., unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

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- iii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- iv. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (ii) and (iii) above.
- v. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the Purchaser, the bid is liable to be ignored.

10.0 **TENDERER TO INFORM HIMSELF FULLY**

- 10.1 Tenderer shall closely peruse all clauses, specifications & drawings etc. indicated in tender documents before quoting. In case of any doubt about meaning of any portion of tender specifications or discrepancies or omissions in drawings/ tender document or clarifications regarding scope of work etc., tenderer shall contact the official(s) inviting the tender for clarifications, before submitting the offer.
- 10.2 Tenderer shall make independent enquiries as to conditions and circumstances affecting cost estimates, and possibility of executing supplies/ works as described. Tenderer shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself as to the form and nature of the site, the quantities and materials necessary for completion of the work and means of transport and access to the site, the accommodation required, general labour position at site and to have quoted prices taking into consideration the risks, contingencies and other circumstances which may influence or affect execution of the Order/ Contract.
- 10.3 It is the responsibility of tenderer to keep himself informed about all taxes & duties applicable on materials/ services as prevailing at the time of tendering. If the rates assumed by tenderer are less than the tariff rates prevailing at the time of tendering, the tenderer will be himself responsible for such under quotations.

11.0 **ETHICS IN BUSINESS DEALINGS/ SUSPENSION OF BUSINESS DEALINGS**

In order to protect the commercial interests of BHEL, it becomes necessary to take action against bidders/ sellers/ suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of "Hold" or "Banning" a bidders/ sellers/ suppliers / contractors. Detailed guidelines are available at www.bhel.com/www.bhelpem.com. Bidders should get themselves acquainted with these guidelines.

12.0 **INTEGRITY PACT (IP)**

IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC. The names of the IEMs in panel are mentioned in NIT.

Integrity Pact (IP) will be applicable for all tenders/ contracts valuing more than a specific value as specified in NIT/ RFQ.

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The IP as enclosed as per annexure-VIII is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case 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. (Refer Annexure-VIII for Integrity pact).

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the any of the IEMs mentioned in the NIT. All correspondence with the IEMs shall be done through email only.

"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 tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department officials whose contact details are provide in NIT".

12.1 INTEGRITY COMMITMENT:

Integrity commitment, performance of the contract and punitive action thereof:

12.1.1 Commitment by BHEL:

- BHEL commits to take all the measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL, during the tender process will treat all Bidder(s) in a transparent and fair manner, and with equity.

12.1.2 Commitment by Bidder/Seller:

- The Bidder/Seller commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which it is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of Indian penal code, 1860 or any other law in force in India.
- The Bidder/Seller 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 and shall adhere to relevant guidelines issued from time to time by GOVT. OF India/BHEL.
- The Bidder/Seller will perform/execute the contract as per the contract terms & conditions and will not default without reasonable causes, which causes loss of business/money/reputation, to BHEL.

If any Bidder/Seller during Pre-tendering/tendering/post tendering/award/execution/post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct of formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian penal code, 1860 or any other law in force in India, then, action may be taken against such Bidder/Seller as per the extent guidelines of the company (Fraud Prevention Policy, suspension of Business dealings with suppliers/contractors etc.) available on www.bhel.com and/or under applicable legal provisions.

13.0 REVERSE AUCTION

- BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to

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give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

- ii. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com).
- iii. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.
- iv. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com)."
- v. *In cases of failure of RA, sealed envelope price bids (of item(s) for which RA has failed) of all the techno-commercially qualified bidders shall be opened and the tender shall be processed accordingly. However, the envelope sealed bid(s) of techno-commercially acceptable bidder(s) who had agreed to participate in the RA and had failed to submit the online sealed bid shall not be opened.*

Detailed terms and conditions for RA are available on www.bhel.com. Business Rules for RA shall be sent to the bidders before conducting RA.

14.0 REJECTION OF TENDER AND OTHER CONDITIONS

- 14.1 Acceptance of tender will rest with Purchaser and does not bind him to accept the lowest or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:
 - i. To reject any or all the tenders.
 - ii. To increase or decrease the quantities.
 - iii. To reject any commercial or technical deviation given in offer.
 - iv. To split the work amongst two or more bidders.
 - v. To award the work in parts.
- 14.2 Standard pre-printed conditions of tenderer attached to offer will not be accepted.
- 14.3 Purchaser will not be bound by any new power of attorney granted by tenderer or by changes in composition of the firm made subsequent to award of Order/ Contract. Purchaser may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Seller/ Contractor concerned.
- 14.4 If tenderer gives wrong information/furnishes false documents/certificates etc., whether during the bidding stage or subsequent to award of contract then the purchaser reserves the right to reject such an offer at any stage or cancel the Order/ Contract, if awarded, and forfeit the security deposit and bank

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guarantee. Such actions/omission may also invite action by BHEL as per extant guidelines for suspension of business dealing with supplier/contractor (as available on www.bhel.in)

DEALING WITH BIDDERS UNDER SUSPENSION

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firm is available on BHEL web site www.bhel.in

15.0 DEVIATIONS FROM NIT

Deviations (Commercial as well as Technical) from NIT are generally not acceptable. In case of deviations from NIT, the tenderer shall give cost of withdrawal of such deviations as per Annexure-II.

16.0 LOADING FOR COMMERCIAL DEVIATION (WHERE COST OF WITHDRAWAL NOT GIVEN)

For deviations w.r.t. Payment terms, Liquidated damages, PVC against Firm prices, if a bidder chooses not to give any cost of withdrawal of deviation, loading as per Annexure-VII will apply.

17.0 INTEREST RATE FOR LOADING

Interest Rate for loading will be taken as Base rate of SBI on the date of bid opening, (Techno-commercial bid, in case of 2 part bids) + 6% for the period of relaxation sought by the bidders. If the bid opening day happens to be non-working day for SBI, then previous bank working day shall be considered.

18.0 DISCOUNT

Discount offered by any bidder in the original price bid, against the present Tender Enquiry, which is also indicated to be applicable to any other Enquiry, shall be considered against the present Tender Enquiry only. In case only percentage discount is indicated, the same shall be applicable to optional prices also. Discount offered shall be valid for full duration of offer validity. Any conditional discount shall not be considered for evaluation.

19.0 EVALUATION CRITERIA

19.1 TENDER EVALUATION

Techno-commercial evaluation shall be carried out on the basis of technical specifications, commercial terms and conditions and PQR (if applicable) specified in the tender documents and changes/clarifications thereof, if any.

Bidders (other than cases of single part bids) shall be given an opportunity to withdraw the deviations/ furnish clarifications/ documents by appropriate cut-off date by authorized purchase executive.

If the bidder does not withdraw its deviation(s) and the deviation(s) is/are acceptable to BHEL, loading of offers shall be done as per the loading criteria mentioned in this document/NIT.

If no loading criteria is defined for any deviation it will be derived and communicated to the Bidder. If the Bidder does not withdraw its deviation(s) and the deviation(s) is/are not acceptable to BHEL, the bid will be liable to be rejected.

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In case of changes in scope and/or technical specification and/or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked to submit the impact (either positive or negative, as decided by BHEL) of such changes on their price bid on or before the cut-off date. If the bidder submits impact opposite of the asked for (positive or negative), the impact will be considered as ZERO for evaluation as well as ordering. If BHEL does not specify the type of impact (positive or negative), bidders shall be free to quote the impact in positive or negative. Bidder's query/ correspondence etc. with respect to this tender shall not be entertained after opening of Price bid, except from L1 bidder. The offers of the bidders who are under suspension by BHEL and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. Please also see clause no. 11 and other provisions in GCC.

19.2 **COST EVALUATION**

Tenders will be evaluated on the basis of total cost to BHEL, taking into consideration loadings, if any, and all available financial advantages, including those available from Owner, taxation authorities etc.

For evaluation, exchange 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. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

In case of foreign bidders for supply packages, the quoted C&F price shall be loaded by following factors to arrive at total evaluation price:

- a) Insurance for evaluation purposes shall be @ 0.1 % of quoted C&F price.
- b) Port handling/clearing charges @1% of C&F value
- c) Custom duty with applicable cess as per special conditions of contract-as prevailing on date of price bid opening.
- d) Inland freight (Indian port to project site) @ 3% of C&F value

20.0 **FOREIGN SUPPLIERS & INDIAN AGENTS OF FOREIGN SUPPLIERS**

Please refer our website www.bhelpem.com , www.bhel.com for details.

21.0 **MICRO, SMALL & MEDIUM ENTERPRISES**

Extant regulations of Govt. of India will be applicable.

Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises. Payment to MSEs will be governed as per the prevailing Act. MSE Bidders/ as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate/ Udyog Aadhar Memorandum certificate having deemed validity (five years from the date of issue in acknowledgement in EM III Udyog Aadhar) or valid NSIC certificate or EM III Udyog Aadhar Memorandum certificate along with attested copy of a CA certificate (Format enclosed as per Appendix I where deemed validity of EM II certificate/Udyog Aadhar Memorandum certificate of five years have expired) applicable for the relevant financial year (latest audited) or such other document as may be stipulated in the MSMED Act or its rules/regulations as amended from time to time and/or by the Buyer. The deemed validity will be assessed on the date of bid opening (Part 1 in case of two part bid). Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other Bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

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In case of any change in the MSE status of the Bidder. it shall be the responsibility of the Bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order was obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the Bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL (as available on www.bhel.com). In case if all the items being procured under the enquiry fall under category of reserved items as defined in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" and if any of the MSE bidder(s) is techno-commercially qualified then the price bids of only MSE bidders shall be opened. If no MSE bidder is techno-commercially qualified, then price bids of all techno-commercially qualified Bidders shall be opened.

22.0 BHEL FRAUD PREVENTION POLICY

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. BHEL Fraud prevention policy is also uploaded on www.bhelpem.com & www.bhel.com

23.0 TENDERING COST

Tender documents are free of cost. However, Bidder shall bear all costs associated with the preparation and submission of its bid at its end. BHEL, shall in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

24.0 AVAILABILITY OF SPARES

Vendor to keep BHEL informed by giving six-month (or specified in SCC) advance notice for discontinuation of manufacturing of the spares, mentioned/ required in the order.

25.0 SPLITTING OF ORDER

BHEL reserves the right to award tendered quantities to one or more Bidders. In case splitting is desired, the ratio of splitting shall be as mentioned in NIT, subject to acceptance of L1 price by L2, L3 etc., in order of their ranking.

If no splitting is mentioned in the NIT but it is later discovered that the quantity needs to be distributed on more than one Bidder the intention and manner of splitting shall be disclosed to all the techno-commercial acceptable bidders before price bid opening.

However extant Guidelines/ Instructions of Govt. of India shall prevail.

26.0 MAKE IN INDIA

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ PO/WO against the NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and /

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or local content in respect of this procurement, same shall be applicable. Vendors are requested to go through the above mentioned orders and furnish the required documents as specified in the NIT.

27.0 START UP VENDORS

MSME/ Start up vendors to submit applicable documents along with their offer for availing the benefits as per GOI guidelines.

28.0 RXIL (TReDS) PLATFORM

PEM is registered with RXIL (TReDS) platform. MSME Bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines.

29.0 EXPORT ADMINISTRATION REGULATIONS

If a delivery includes such technology and / or supply that is subject to the export regulations, the Seller shall obtain due permissions, approvals, license etc. as applicable from time to time under laws in force.

30.0 AGENCY AGREEMENT

For Indian agents of foreign principals:

- i. BHEL shall deal directly with foreign bidders/vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines- which require mandatory submission of an Agency Agreement.
- ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- v. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- vi. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representative/ associate/ consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
- vii. The "Guidelines for Indian Agents of Foreign Suppliers" (refer www.bhel.com) shall apply in all such cases.
- viii. The supply and execution of the Purchase Order (including indigenous supplies / service) shall be in the scope of the OEM / foreign principal. The OEM / foreign principal should submit their offer inclusive of all indigenous supplies / services and
- ix. evaluation will be based on 'Total cost to BHEL'. In case OEM / foreign principal recommends placement of order(s) towards indigenous portion of supplies / services on Indian supplier(s) / agent

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on their behalf, the credentials / capacity / capability of the Indian supplier(s) agent to make the supplies / services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids (if required as per NIT). It will be the responsibility of the OEM / foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.

The responsibility for successful execution of the contract (including indigenous supplies / services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.

BHEL prefers to deal directly with the manufacturers. In case any Manufacturer insists for submission of offer from their agent and subsequently placement & execution of PO through their agent:

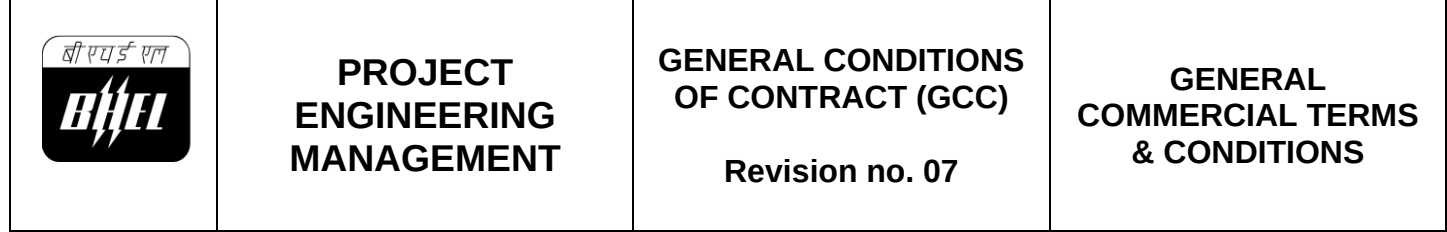
- i. Agent should submit authorization letter from the manufacturer, clearly indicating name and address of Manufacturer & agent. The authorization letter should be tender specific and clearly define that the manufacturer has authorized only the referred agent for participating in the tender. Manufacturer, should take responsibility for Quality and Guarantee. In case offer of one Manufacturer received from more than one agent (i.e. Manufacturer authorizing more than one agent), all such offer will be ignored.
- ii. Manufacturer should necessarily meet PQR defined in NIT for manufacturers in either case (i.e. In case of Submission of Offer Directly by manufacturer or Participating through agent). Offers of Manufacturers forwarded by their agent (i.e. Offer are of manufacturer and agent is only forwarding their offer with their covering letter), should be treated as direct offer from manufacturer.
- iii. The C&F price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date which shall not be subjected to any further exchange rate variation, as disclosed by the bidder in his quoted C&F price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of technical bid opening shall be considered for computation of Agency commission.
- iv. In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered.

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1.0 **ISSUANCE OF PURCHASE ORDER AND RECTIFICATION OF ERRORS**

Issuance of Purchase order by the Purchaser shall result in a binding contract between the Seller/ Contractor and Buyer. Seller/Contractor shall acknowledge the LOA/ Purchase Order issued by BHEL (Purchaser) within 7 days of its receipt. Seller/ Contractor should examine the LOA/ Purchase Order immediately upon receipt and bring to the notice of BHEL, within 7 days of receipt, any discrepancy/errors with regard to scope of work, rates, taxes & duties, agreed terms & conditions etc. for due rectification. If the Seller/ Contractor fails to give such acknowledgement within seven days, *LOA/ Purchase order issued shall be deemed as having no discrepancy/ errors. In case of any clerical error in the LOA/ Purchase order with respect to agreed Terms & Conditions, BHEL reserves the right to issue correction(s) as and when noticed.*

2.0 **INTENT OF CONTRACT**

Nothing in this document, unless otherwise specified, is intended to, or shall be deemed to, establish any partnership or agency between the parties.

3.0 **PRICES**

Prices shall be firm / with PVC (wherever applicable) for the entire scope of work in line with the tender documents and subsequent clarifications/ confirmations till completion of contract.

4.0 **TAXES AND DUTIES**

4.1 **GST is defined and includes CGST/ SGST/ UTGST/ IGST**

- 4.1.1 Seller/ Contractor is required to ensure that GST is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered.
- 4.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law. Vendor to indicate the proper GSTN Registration/ HSN/SAC code in their tax invoice.
- 4.1.3 The purchaser is registered in the State of Uttar Pradesh vide GST registration number: **09AAACB4146P2ZC**. **The purchaser is also registered in other states and state wise GST reg. code of BHEL units as per annexure no XI.**
- 4.1.4 Seller/contractor is required to mention **the GST registrations number as: 09AAACB4146P2ZC in their tax invoice unless stated otherwise in NIT/SCC.**
- 4.1.5 In general, GST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract. **However, BHEL will reimburse the actual applicable tax even if the same is higher than the amount quoted by the bidder and considered in the order/contract in case BHEL is able to take the input tax credit. The decision of BHEL in this regard will be final and binding on the seller/contractor.**

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4.2 **OTHER TAXES & LEVIES**

All taxes/ duties/ Cess other than GST shall be deemed to be included in the Ex-Works prices. No variation for such taxes and levies shall be paid in any circumstance unless specifically agreed upon even if the same are mentioned anywhere in the bids by the bidders.

4.3 **CUSTOM DUTY**

4.3.1 Applicable Customs Duty/ IGST/ Goods and Services Compensation Cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items shall be included in the Ex-Works prices unless specified in the price format of the NIT.

4.3.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.

4.3.3 For items where CIF is available, as specified in NIT- Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly mentioned in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid.

4.4 **DIRECT TAX**

4.4.1 Seller is required to update himself on its own and comply with provisions of Indian Income Tax Act as notified from time to time. Purchaser shall not be liable towards liability of income tax accruing to the Seller of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel.

4.4.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions. The Seller/Contractor has to mention their Permanent Account Number (PAN) and GSTIN in all invoices.

4.5 **GST COMPLIANCES**

4.5.1 The bidder should be registered with the appropriate authority under relevant GST laws.

4.5.2 **The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer.**

4.5.3 **In the event of any GST quoted by a bidder (registered as a composite dealer), the GST shall be considered for evaluation and ordering purpose.**

4.5.4 **In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of additional GST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.**

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4.5.5 Vendor/Supplier will share the Tax invoice along with LR/RR (as applicable) to BHEL immediately on removal of goods from vendor/supplier works.

4.5.6 All payments against Tax Invoice to vendors/contractors shall be released only after:

- i. Vendor/ contractor declaring such invoice in GSTR-1/GST-ANX-1 as per the relevant GST Act.
- ii. The tax component charged by the vendor in the invoice should match with the details uploaded by vendor in GSTR-1/GST-ANX-2.
- iii. Confirmation of payment of GST thereon by vendor on GSTN portal. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant GST Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/ leviable on BHEL.

4.5.7 Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.

4.5.8 The applicable TDS under GST/ Goods and Services (Compensation to States) Act will be deducted from the payments.

5.0 **STATUTORY VARIATION**

5.1 In general, Statutory variation for GST is payable to the Seller during currency of the contract between Buyer and Seller. Further, for period beyond the currency of the contract, BHEL will reimburse the actual applicable tax even if the same is higher than the amount applicable within the contractual period in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/contractor otherwise vendor/contractor has to bear the differential upward increase in tax and ex- works price is to be adjusted accordingly

5.2 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser unless specifically agreed upon.

6.0 **VARIATION OF CONTRACT VALUE**

Prices shall remain Firm (or with PVC as specified in NIT) for any increase or decrease in the Order/ Contract value (Ex-works) up to plus or minus 30% (for any amendment) within three years from the date of original PO unless specified otherwise in NIT. The Purchaser shall have the right to increase or decrease quantities and scope up to the above extent of value and Seller/ Contractor shall be bound to accept the same at the contracted prices without any escalation.

Note:

- i. In case of package *broken into Purchase Orders of main supply, services and spares, quantity variation clause shall be applicable on cumulative sum of such individual Purchase Orders.*
- ii. For supply packages, quantities (within PO/ permissible quantity contract price variation) shall be released within **three** years from the date of purchase order/ LOA, unless mentioned otherwise in NIT/SCC specifically.

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7.0 **ENGINEERING DOCUMENTS SUBMISSION**

All engineering document submission by vendors after award of contract shall be online, using BHEL-PEM's Document Management System (DMS). Comments would also be conveyed to vendors through DMS. This would ensure enhanced engineering coordination and speedy approval of documents.

For facilitating submission of documents online, vendors shall submit details as per format available on line (select Vendor Login Creation form link available at https://www.bhelpem.com/Bhel_vendor_section.aspx) to concerned Dealing Engineer in Purchase Dept. of BHEL-PEM for creation of login account in PEM's DMS.

- i. Internet explorer version –Internet Explorer 11 or above
- ii. Internet speed – 2 mbps
- iii. Pop up from <https://www.bhelpem.com/> should not be blocked
- iv. Vendor's internal proxy setting should not block DMS application's link <https://www.bhelpem.com/wrenchweb>

Procedure for uploading comments, viewing comments etc. is available at https://www.bhelpem.com/Dms_Manuals.html.

8.0 **TRANSPORTATION & FREIGHT CHARGES**

All dispatches shall be through road carriers, on freight pre-paid basis. Road Permit/E-way bill, if required, will be arranged by Supplier.

9.0 **TERMS OF PAYMENT**

9.1 **SUPPLY PACKAGES**

9.1.1 **INDIAN VENDORS**

Payment of basic price of supplied materials (as per PO/ approved billing schedule) along with freight and taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as below:

On receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser and on submission of certificate of submission of all the final documents for the package (as per Annexure IX(A)), duly certified by Engineering Department of Purchaser.

9.1.2 **FOREIGN VENDORS**

Payment of C&F price of materials supplied (as per PO/ approved billing schedule), shall be paid against Bill of lading/ AWB on pro-rata basis. 10% of C&F price of materials supplied will be retained as security deposit, which will be released on pro – rata basis as below:

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Ten percent (10% of C&F price of material supplied) will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and on submission of certificate of submission of all the final documents for the package (as per Annexure IX(A)), duly certified by Engineering Department of Purchaser.

9.2 **SUPPLY PACKAGES WITH PERFORMANCE GUARANTEE/ DEMONSTRATION TEST AT SITE IN VENDOR'S SCOPE**

9.2.1 **INDIAN VENDORS**

Payment of basic price of materials supplied, as per PO/ approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on pro-rata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as below

- i. 10% will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser.
- ii. 5% shall be released after i) submission of certificate of submission of all the final documents for the package (as per Annexure IX(A)), duly certified by Engineering Department of Purchaser and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package to Customer/BHEL, if applicable, as per Order/ Contract.

Note: If the Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract is not conducted up to 36 months from supply completion for reasons not attributable to the vendor, then last 5% security deposit will be released on submission of certificate of all final documents for the package (as per Annexure IX(A)), duly certified by Engineering Department of Purchaser. However, PBG for contract shall be released only after completion of contractual obligations.

List of packages with required final documents is as per Annexure-IX (A).

9.2.2 **FOREIGN VENDORS**

Payment of C&F price of materials supplied, as per PO/ approved billing schedule, shall be paid against Bill of lading/ AWB on pro-rata basis. 15 % of C&F price of materials supplied will be retained as security deposit, which will be released on pro – rata basis, as detailed below:

- i. Ten percent (10%) of C&F price of material supplied shall be released after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser.
- ii. Five percent (5% of C&F price of material supplied) shall be released after i) submission of certificate of submission of all the final documents for the package) duly certified by Engineering Department of Purchaser and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package to Customer/BHEL, if applicable, as per Order/ Contract.

Note: If the Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract is not conducted up to 36 months from supply completion for reasons not attributable to the vendor, then last 5% security deposit will be released on submission of certificate of all final documents for the package (as per Annexure IX (A)), duly certified by

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Engineering Department of Purchaser. However, PBG for contract shall be released only after completion of contractual obligations.

9.3 **SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR SCOPE)**

9.3.1 **INDIAN VENDORS**

Payment of basic price of materials supplied, as per PO/ approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on pro-rata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below

- i. Five percent (5% of basic price of materials supplied) will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser.
- ii. Ten percent (**10%** of basic price of materials supplied) shall be released after i) submission of certificate of submission of all the final documents for the package (as per Annexure IX & IX(A)), duly certified by Engineering Department of Purchaser and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package to Customer/BHEL, if applicable, as per Order/ Contract.

9.3.2 **FOREIGN VENDORS**

Payment of C&F price of materials supplied, as per approved billing schedule, shall be paid against Bill of lading/ AWB on pro-rata basis. 15 % of C&F price of materials supplied will be retained as security deposit, which will be released on pro – rata basis, as below

- i. Five percent (5% of C&F price of material supplied) shall be released after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser or Physical Verification Report (PVR) issued by site, in case of free supply to customer.
- ii. Ten percent (10% of C&F price of material supplied) shall be released after i) submission of certificate of submission of all the final documents for the package (as per Annexure IX & IX(A)), duly certified by Engineering Department of Purchaser and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package to Customer/BHEL, if applicable, as per Order/ Contract.

9.4 **ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR SCOPE)**

9.4.1 Eighty percent (**80%**) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner.

9.4.2 Ten percent (**10%**) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package.

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- 9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Customer/BHEL, as applicable.

Note: (for clause 9.3 & 9.4) If the Performance Guarantee/ Demonstration Test and Handing over system/package to the customer/BHEL, as applicable, is not conducted up to 24 months from E&C completion for reasons not attributable to the vendor, then last 10% payment under clause 9.3.1.-ii, 9.3.2.-ii & 9.4.3 will be released against Bank Guarantee of an equivalent amount, valid for 12 months, provided other conditions of clause 9.3.1 (ii), 9.3.2 (ii) & 9.4.3 are complied with. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 5% of the contract value (excluding taxes, duties and freight).

- 9.5 **PAYMENT OF SERVICE(S) CHARGES: DEMONSTRATION CHARGES, PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES, ENGINEERING CHARGES, O&M, STUDY, CALIBRATION CHARGES, TYPE TEST, AMC, etc.**

100% payment shall be released after successful completion of the activity on pro rata basis, on Site certification/ certification by engineering as applicable. Payment of O&M and AMC on quarterly basis after completion of each activity or as specified in NIT, on Site certification/ certification by engineering as applicable.

Note – For Turnkey Packages (E&C in vendor scope), wherein if Engineering Charges is identified as separate line item in NIT BOQ, same shall not be more than 2% of Total Contract Value (including Main

Supply, E&C, Mandatory Spares, etc.) excluding freight & GST, failing which the break-up of prices shall be adjusted accordingly for ordering.

- 9.6 **RELEASE OF PAYMENT**

Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within 60 days after submission of complete documents as per clause no 9.7.2 – 9.7.5 below or as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).

Notes:

- Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. In case PVC indices not available, vendors to submit PVC invoices on availability of applicable indices.
- Payment terms for mandatory spares shall be as per clause 9.1.
- Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of MRC payment.
- Payment for supply for Foreign vendors will be released within 90 days from date of Bill of Lading/AWB against payment clause no 9.1.2, 9.2.2 and 9.3.2.

- 9.7 **DOCUMENTS TO BE SUBMITTED BY VENDOR**

- 9.7.1 **FOR RECOGNITION OF DISPATCH**

Copy of the following documents by e-mail/ fax immediately on dispatch:

- GST compliant invoice
- LR for Indian Vendors (indicating Invoice No., no. of boxes, PTL (if applicable) etc.) / Bill of Lading or AWB for foreign vendor

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- iii. Packing List: Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately
- iv. Insurance Intimation to underwriter through email/fax
- v. Dispatch Clearance

9.7.2 A) FOR CLAIMING PAYMENTS (UNDER CLAUSE 9.1.1, 9.2.1, 9.3.1) (Original + 1 copy)

- i. GST compliant invoice
- ii. PVC Calculation and copy of all applicable indices, if PVC applicable.
- iii. Receipted LR (signed & stamped)
- iv. Packing List: Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately
- v. Guarantee Certificate
- vi. Duty drawback (if applicable) documents: As per applicable law

B) FOR CLAIMING PAYMENTS (UNDER CLAUSE 9.1.2, 9.2.2, 9.3.2) (Original + 1 copy)

- i. Invoice
- ii. Bill of Lading or AWB
- iii. Packing List: Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately
- iv. Guarantee Certificate
- v. COO - Certificate of Origin

9.7.3 FOR CLAIMING MRC PAYMENT

- i. Invoice for claiming MRC payment
- ii. Copy of MRC

9.7.4 FOR CLAIMING PAYMENT FOR SERVICES (9.4 & 9.5)

- i. GST compliant invoice
- ii. Respective documents as specified in clause 9.4 & 9.5.

9.8 LOADING DETAILS IN CASE OF DEVIATIONS

Loading details in respect to deviations in Payment Terms, LD, PVC indicated in Annexure – VII

9.9 BHEL'S BANKERS

Please refer "Information Section" of PEM website www.bhelpem.com for details.

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9.10 **MODE OF PAYMENT/ NON PAYMENT OF INTEREST**

Payments shall be made directly to the Seller/ Contractor by E-transfer. Seller/ Contractor to provide necessary information for the same as per Annexure – VI.

Note: Option of payment through TReDS is also available to MSME vendors.

- 9.11 Notwithstanding anything to the contrary contained in any other document comprising the contract, no interest shall be payable by the Purchaser to the Seller/Contractor on any money or balances including but not limited to the security amount, bank guarantee amount, EMD, retention money, any bills or any amount withheld which may become due owing to difference or misunderstanding or any dispute between the Purchaser and the Contractor, or any delay on the part of Purchaser in making periodical or final payment or any other aspects incidental thereto.

10.0 **RECOVERY OF OUTSTANDING AMOUNT**

In event of any amount of money being outstanding at any point of time against the Seller/ Contractor due to excess payment, imposition of liquidated damages, invocation of risk and cost clause or any other reason whatsoever, in the present order/ contract or any other order/ contract from any BHEL Unit, the outstanding amount shall be recovered from the payments due to the Seller/ Contractor from the following:

- i. Dues available in the form of bills payable to Seller, Security Deposit, BGs against the same contract,
- ii. Dues payable to Seller against other contracts in the same Region/Unit/Division of BHEL.
- iii. Dues payable to Seller against other contracts in the different Region/Unit/Division of BHEL.
- iv. any other mode as deemed fit by the Purchaser at its sole discretion.

11.0 **CONTRACT PERFORMANCE BANK GUARANTEE**

- 11.1 No Bank Guarantee is required where Order/ PO values (cumulative value of contract – main supply, services, mandatory spares, etc.) is less than Rs. 25 Lakhs (excluding taxes, duties and freight).
- 11.2 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 fulfill the guarantee conditions stipulated in the Order/ Contract.

Note:

1. In case of package consisting of main supply, services, spares etc., BG for cumulative value of contract (i.e. main supply, services, spares etc.) shall be applicable irrespective of separate POs and validity of BG shall be till completion of all contractual liability or guarantee period whichever is later.
2. BG value can be proportionately reduced after completion of Guarantee Period Unit-wise/ Lot-wise/ Stage-wise/Set-wise, subject to the units/lots/sets/stages being explicitly specified in delivery terms in the contract. However, BG for the last unit/set/lot/stage will be released only after completion of all contractual liability or guarantee period whichever is later.

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- 11.3 Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in order/ contract value up to 20%. Beyond this, the Seller/ Contractor shall arrange to enhance or reduce the value of the Bank Guarantee accordingly.
- 11.4 Validity of the Bank Guarantee shall be for the entire Guarantee period. Initially, it should be at least 18 months, later extended to cover the entire guarantee period, one months before its expiry.
- 11.5 Purchaser reserves the right to encash the bank guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Seller / Contractor in fulfillment of performance of the Order/ Contract or in the event GST credit is delayed / denied to BHEL due to non/delayed receipt of goods and / or tax invoice or expiry to timeline prescribed in the relevant act for availing such Input Tax Credit or any other reasons not attributable to BHEL.
- 11.6 Equivalent amount shall be recovered from payment due to the Seller/ Contractor, before releasing any payment, in absence of a valid bank guarantee.
- 11.7 Bank Guarantees shall be from Consortium Bank as per list and directives on www.bhelpem.com.
- 11.8 The expiry of claim period should be kept min. of three months after BG validity.
- 11.9 In case of private sector banks, a clause to be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in the Delhi-NCR.
- 12.0 **GUARANTEE FOR PLANT/ EQUIPMENT/ STORES**
- 12.1 Seller/ Contractor shall warrant that the plant/ equipment/ stores supplied shall be free from all defects and faults in design & engineering, material, workmanship & manufacture and shall be of the highest grade and consistent with the established and generally accepted standards and in full conformity with the Order/ Contract specifications, drawing or samples, if any.
- 12.2 a) Guarantee period (Unit-wise/Lot-wise/Stage-wise/Set-wise, as applicable) for supply package shall be eighteen (18) months from the date of last dispatch or as per SCC whichever later.

b) Guarantee period for **Turnkey** packages (E&C in vendor scope), including mandatory spares, shall be as stipulated in Special Conditions of Contract or otherwise, 12 calendar months from the date of handing over of the system Unit wise/Lot-wise/Stage-wise/Set-wise/ system wise to customer or completion of O&M period Unit wise/Lot-wise/Stage-wise/Set-wise/ system wise (as applicable), whichever is later. Seller/ Contractor's liability in respect of any complaints, defects and claims shall not be limited to supply and installation of replaced parts free of charge, or repair of defective parts to the extent that such replacements are attributable to or arise from faulty workmanship, material or design, in the manufacture, of the plant / equipment / stores but at the option of the Purchaser, to the payment of the value, expenditure and damages as mentioned hereafter, provided defects on being discovered are brought to the notice of the Seller/ Contractor within a period of three (3) months from the date of expiry of the guarantee period.

Note for 12.2 (a) & (b) – Unit-wise, Lot-wise, Stage-wise, Set-wise, System-wise will be applicable if units/lots/sets/stages/system being explicitly specified in delivery terms in the contract

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12.3 All replacements and repairs during the guarantee period shall be delivered and completed promptly and satisfactorily within a period of three months from the time of reporting the defect/ loss/ rejection etc. If the Seller/ Contractor so desires and the Purchaser agrees, subject to import control regulations, the replaced parts can be taken over by Seller/ Contractor or his representative or can be dispatched at Seller/ Contractor's cost. No claim, whatsoever shall be entertained by Purchaser on account of such replaced parts.

12.4 All the replaced and replenished plant/ equipment/ stores shall also be guaranteed as per above clauses.

12.5 Decision of Purchaser with regard to Seller/ Contractor's liability and the amount involved, if any, payable by Seller/ Contractor under the guarantee shall be final, conclusive and binding. However, vendor's maximum liability will be limited to the total contract value including taxes, duties and freight.

13.0 **DELIVERY / COMPLETION SCHEDULE**

13.1 Supply of plant/ equipment/ stores shall not be considered complete until they have been inspected and accepted at the place and destination specified for delivery by the time stipulated under the terms & conditions of the Order/ Contract. Mere payment by itself shall not constitute acceptance of the goods or materials in any manner, whatsoever.

13.2 Terms of delivery shall be FOR dispatch station for indigenous supplies and C&F for foreign supplies.

14.0 **INSPECTION AND TESTING AT CONTRACTOR'S PREMISES**

14.1 Purchaser's nominated Inspection Agency shall have at all reasonable times access to Seller/ Contractor's premises or works and shall have the power at all reasonable times to inspect drawings of any portion of the work or examine the materials and workmanship of the plant/ equipment/ stores during their manufacture, and if part of the plant/ equipment/ stores is manufactured at other premises, the Seller/ Contractor shall arrange for inspection, examination and testing by the Inspection Agency as if the plant/ equipment/ stores is manufactured on the Seller/ Contractor's premises.

Inspection calls should be raised by the Seller/ Contractor on BHEL CQS Website/CQIR website link.

Such inspection, examination and testing by itself shall not relieve the Seller/ Contractor from any obligation under the Order/ Contract.

Non-conformance from the contract specifications shall be reported by the Seller/ Contractor as per Part – I of Annexure – IV.

14.2 Seller/ Contractor shall give Inspection Agency reasonable notice of any material being ready for testing and the Inspection Agency shall (unless the inspection of tests is voluntarily waived) attend at the Seller/ Contractor's premises within seven (7) days of the date on which the material is notified as being ready. All standard shop tests, physical and chemical tests required by the standards or as may be prescribed or approved as per Order/ Contract shall be conducted by the Seller/ Contractor. Purchaser/ Inspection Agency reserves the right to waive any of the above tests requirements and to prescribe new tests, if found necessary, to complete the work so as to conform to the best practices. Seller/

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Contractor shall forthwith forward to the Inspection Agency, duly certified copies of the test certificates in quadruplicate, for approval. Further copies of the shop test certificates shall be bound with the instruction manuals referred to in "Seller/ Contractor's documents, drawings and instruction manuals".

In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 7 days' for arranging fresh inspection will be given.

14.3 Where the Order/ Contract provides for tests/ inspections at the premises or works of the Seller/ Contractor or any sub-contractor, the Seller/ Contractor, except specified otherwise, shall provide free of charge such assistance, labour, materials, electricity, fuel, water, stores, apparatus, measuring instruments and test equipment including any other facilities as may be reasonably required to carry out such tests efficiently.

14.4 INSPECTION MEASURING AND TEST EQUIPMENTS

14.4.1 Inspection Measuring and Test Equipment (IMTE) whether used by the Seller/ Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.

14.4.2 In addition to above, Seller/ Contractor shall ensure the following:

- i. Measurement uncertainty is known and consistent with required measurement capability of the IMTE.
- ii. Selection of IMTEs is compatible with the necessary accuracy and precision of required measurement.
- iii. IMTEs are calibrated at the required intervals against certified equipment having known valid relationship to nationally recognized standards, at recognized calibration labs.
- iv. Calibration records are available and traceable to the particular IMTE.
- v. In case, during recalibration, the IMTE is found out of calibration, report on action taken to validate the previous results along with both calibration records of the IMTE to be furnished to Inspection Agency.
- vi. IMTEs are stored, handled and preserved such that accuracy and fitness are maintained and safeguarded from adjustments.

Note -Purchaser's decision on acceptability of the product in such cases shall be binding.

14.4.3 Responsibility of usage of valid and calibrated IMTEs by his sub-contractor(s) shall be of the Seller/ Contractor.

14.4.4 In case, calibration records are required by purchaser, copies of the same shall be furnished.

14.4.5 Seller/ Contractor shall be fully responsible for the Quality of products supplied by sub-contractors.

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15.0 MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC)

15.1 When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.

15.2 Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable.

In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to the vendor to facilitate the vendor for arranging logistics arrangements.

15.3 **Seller/ Contractor shall not dispatch any material before issue of MDCC by Purchaser.**

15.4 Satisfactory completion of tests or issue of MDCC shall not bind the Purchaser/ Owner to accept the supply/ equipment should it, on further tests after erection, be found not to comply with the contract provisions.

16.0 DELIVERY FAILURE AND TERMINATION / LIQUIDATED DAMAGES

16.1 Timely dispatch/delivery and completion of other schedules as stipulated in Order/Contract shall be the essence of Order/Contract. If the Seller/Contractor fails to complete the dispatch/delivery and other schedules within the time period stipulated in Order/Contract, or within any extension of time granted by Purchaser, it shall be lawful for purchaser to recover damages for breach of Order/Contract and hereunder.

16.2 DELAYED DELIVERY

16.2.1 a) Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total main supply contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total main supply contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

b) LD on service portion (demonstration charges, PG test, installation check, supervision of erection / commissioning charges, engineering charges, O&M, study, calibration charges, type test, AMC, etc.) where delivery for services are defined separately in the NIT. LD shall be applicable @ ½ percent and applicable GST thereon, of the total service portion contract value excluding GST per week or part thereof. However, total LD (main supply and services) shall be limiting to 10% of cumulative total contract value (main supply +services) excluding GST.

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c) LD on mandatory spares portion where delivery for mandatory spares is defined separately in the NIT. LD shall be applicable @ ½ percent and applicable GST thereon, of the total mandatory spares portion contract value excluding GST per week or part thereof, limiting to 10% of total contract value of mandatory spares excluding GST.

d) **For Turnkey packages (Supply and E&C in vendor scope)-** Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total contract price (main supply and E&C) excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total contract price (main supply and E&C) excluding GST, if E&C completion of the package is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract. Liquidated Damages will not be withheld from supply payment for delay in supply. LD on Mandatory spares shall be dealt as per clause (c) above. LD on service portion (PG test, engineering charges, O&M, AMC, etc.) where delivery for services are defined separately in the NIT. LD shall be applicable @ ½ percent and applicable GST thereon, of the total service portion contract value excluding GST per week or part thereof subject to a maximum of ten (10) percent of the total contract value of service portion excluding GST.

NOTE:

- i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD as per clause 16. However, if receipted LR date for indigenous supply is beyond **30 days for FTL/ 45 days for PTL from the date of LR** (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. **Import General Manifest (IGM)/Bill of entry date** (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.
- ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).
- iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.
- iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay

16.2.2 Purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of Seller/ Contractor, with notice to Seller/ Contractor, the plant/ equipment/ stores due for delivery but not so delivered, or their equivalent without cancelling the Order/ Contract in respect of plant/ equipment/ stores not yet due for delivery. The manner and method of such purchase shall be at the discretion of the Purchaser.

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16.2.3 Purchaser reserves the right to cancel the Order/ Contract or a portion thereof for the plant/ equipment/ stores not so delivered at the risk and cost of the Seller/ Contractor and the Seller/ Contractor shall be liable to the Purchaser for any excess cost thereof.

16.2.4 Seller/ Contractor shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.

17.0 **INSURANCE**

17.1 BHEL shall arrange transit insurance policy or comprehensive MCE (marine cum erection) Insurance Policy for total project supply & services including balance of plant package covering transit risks & loss, destruction or damage during handling at Site, Storage, civil works, erection, testing and commissioning up to trial operation completion of unit including theft, sabotage, fire, lightning and other natural calamities

17.2 Vendors shall inform to underwriter appointed/ nominated by BHEL/ Purchaser, through email/fax, the details of dispatches under intimation to BHEL such as LR No. and date, Truck No., P.O. No., project and value.

17.3 Insurance as applicable for field work such as third party liability, workmen compensation, Seller/ Contractor's own Tools & Plants and automobile shall be arranged by the Seller/ Contractor.

17.4 In case the damage / loss / theft of materials are attributable to negligence / failure in discharging the duties and obligations of the contractor, the expenses incurred for repair / replacement of such components in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from the contractor.

17.5 If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

18.0 **INTER-CHANGEABILITY AND CHANGES** (Applicable for spares and replacements)

18.1 All similar components or parts of similar equipment supplied by Seller/ Contractor shall be interchangeable with one another.

18.2 Even though all the work and materials necessary for satisfactory completion of the works may not be detailed in the specifications and schedules, the cost will be considered to be within the contract price and no extra charges shall be payable. However, if there are substantial changes in the specifications of the plant/ equipment/ stores, consequential changes in prices shall be mutually agreed between Purchaser and Seller/ Contractor.

19.0 **PACKING**

19.1 Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.

19.2 In case of shipment by sea, the packing shall be sea-worthy and of international standards.

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19.3 Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which must indicate:

- i. No. of boxes
- ii. Packing size.
- iii. Gross weight and net weight of each package.
- iv. Contents of the package with cross reference to BoM item code no. or item serial no.
- v. Quantity of each item separately.

The Packing list must cover all the BoM items and supplier to give the following undertaking in the Packing List:

“The Packing List provided herewith is as per the BoM approved under PO No.-.....dated-”

19.4 **PACKING FOR SPARES**

Different types of spares i.e. start-up/ commissioning spares and initial spares (Mandatory spares and recommended O&M spares) are to be packed separately. Mandatory and Recommended Spares shall not be packed with main equipment but shall be packed separately.

Packing of Mandatory Spares/Recommended spares should have a Red color band all around the container / package and words “MANDATORY /RECOMMENDED SPARES” written in red color. Project, Package description, BHEL’s PO No. and date s also be clearly mentioned on the box. One copy of laminated packing slip shall be placed inside the container and one copy shall be pasted on the cover of the container.

19.5 **COLOUR CODING OF TAGS/ MARKING/ STICKERS**

19.5.1 Aluminum stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details like purchase order, description of the component, quantity etc.

19.5.2 Tags should be of the color as mentioned below:

Main equipment	: Yellow or White tag
Mandatory spares	: Pink or Red tag
Start-up/ Commissioning spares	: Blue tag
O&M spares	: Green tag

19.5.3 Similar color scheme to be followed wherever stickers are pasted on components.

20.0 **STORAGE INSTRUCTIONS**

Successful tenderer shall be required to submit detailed instructions for storage of supplies within three months of date of issue of LOA/ Order/ Contract. In case storage instruction available in technical specification of the tender, same shall be followed by the vendors.

21.0 **MATERIAL RECEIPT CERTIFICATE**

Seller/ Contractor shall arrange Material Receipt Certificate from the project site, duly signed by Purchaser/ Owner Site Engineer after receipt & physical verification of the material at site, wherever E&C is in the scope of Seller/ Contractor. For Supply packages, Material Receipt Certificate shall be arranged by BHEL. Vendor to provide copy of receipted LRs to enable BHEL to obtain MRC from site.

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22.0 **CONSIGNEE'S RIGHT OF REJECTION**

22.1 Notwithstanding any approval of Purchaser or Engineer in respect of plant/ equipment/ stores or materials or other particulars or work or workmanship involved in performance of order/ contract (with or without any test carried out by Seller/ Contractor or Inspection Agency or under direction of Contract Engineer), and notwithstanding delivery of the plant/ equipment/ stores where so provided to the consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the plant/ equipment/ stores or any part/ portion of consignment thereof, within 60 days after actual delivery at the stipulated place or destination, if such plant/ equipment/ stores or part/ portion of consignment thereof is not in conformity with terms and conditions of order/ contract whether on account of any loss, storage, deterioration or damage before dispatch or otherwise, whatsoever.

22.2 Rejected goods or materials shall be removed by Seller/ Contractor within a period of 30 days from the date of receipt of notice of such rejection. The expenses to be incurred in respect thereof shall be borne entirely by the Seller/ Contractor.

23.0 **RISK IN STORES (FOR TURNKEY CONTRACTS)**

Seller/ Contractor shall perform the order/ contract in all respects in accordance with terms and conditions thereof. Stores and every constituent part thereof, whether in possession or control of the Seller/ Contractor, his agents or servants, or a carrier, or in joint possession of Seller/ Contractor, his agent or servants and Purchaser, his agents or servants, shall remain in every respect at the risk of Seller/ Contractor until their actual delivery to consignee at the stipulated place or destination or where so provided in acceptance of offer, until their delivery to a person specified by Purchaser as interim consignee for the purpose of dispatch to the consignee. Seller/ Contractor shall be solely responsible for all losses, destructions, damages or deterioration to the plant/ equipment/ stores from any cause whatsoever, while the plant/ equipment/ stores await dispatch after approval by the Inspection Agency.

24.0 **SHORTAGES / DAMAGES**

24.1 **FOR SUPPLY PACKAGES**

- a) Shortage in sound cases shall be replenished free of cost by the vendor, as early as possible.
- b) For shortages/damages during transit/handling at site, vendor shall supply replacements, as early as possible, at the old contractual rates upon intimation to vendor within 3 months of receipted LR.

24.2 **FOR TURNKEY PACKAGES**

Any shortages or damages during unloading and handling at site, including at the time of erection and commissioning, shall be made good by the Seller/ Contractor at his risk and cost, to meet the project schedule. In case of faults/ discrepancies in any material, component, sub-assembly, assembly, etc., the same shall be supplied/ replenished free of cost to enable the equipment to be put to service.

25.0 **CONFIDENTIALITY**

Seller/ Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Purchaser and also of systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalized during the course of execution of order/ contract. i.e. Seller/Contractor shall in no way

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share or use such intellectual property of BHEL/purchaser to promote his own business with others. Purchaser reserves the right to claim damages from the Seller/Contractor, or take appropriate penal action as deemed fit against the Seller/Contractor, for any infringement of the provisions contained herein.

26.0 **INTELLECTUAL PROPERTY & LICENCES**

If any patent, design, trademark, trade secret or any other intellectual property rights apply to the delivery or accompanying documentation/drawings, Buyer or its customer shall be entitled to the legal use thereof free of charge by means of a non-exclusive, assignable, transferrable, sub-licensable, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Seller and by its employees or third parties involved by the Seller for the performance of the contract shall be promptly notified by the Seller to the Buyer and shall be deemed to belong to the Buyer. The Seller shall be obligated to cooperate with the Buyer and do everything necessary to obtain or perfect the above mentioned rights in favor of the Buyer.

The Seller represents and guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. In the event a third party makes a claim, the Seller shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties.

The Seller agrees to indemnify, defend and hold harmless the Buyer, its officers, employees, agents, representatives, successors, assignees or any of the Buyer's customers buying or using the goods or services specified herein, against any actual or alleged infringement of such intellectual property interests, claims by third parties in this regard and shall pay to the Buyer merely on demand without demur and without requiring the Buyer to furnish any proof of such claim, such sum as indicated in the demand towards any liabilities, damages, penalties, injuries, claims, demands, actions, cost and expenses etc. suffered as a result thereof.

The Seller agrees that its liability under this clause shall be unlimited

27.0 **DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

- 27.1 In case of delays (beyond the maximum late delivery period as per LD clause) in supplies, or if there be defective supplies or non-fulfilment of any other terms and conditions of the Contract as enumerated subsequently in this clause, then, without prejudice to its right to recover any expenses, losses or damages to which the Buyer may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract or to suspend business dealings with the Seller/Contractor in terms of the Buyers' Guidelines for Suspension of Business Dealings as applicable from time to time, the Buyer shall also be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller. On the occurrence of any of the acts/omissions mentioned below, the Buyer may if it so desires, procure upon such terms and in such manner as deemed appropriate, plant/ equipment/ stores not so delivered or others of similar description where plant/ equipment/ stores exactly complying with particulars are not, in the opinion of the Buyer (which shall be final), readily procurable, at the risk and cost of the Seller.

The Seller shall be liable to the Buyer for any excess costs incurred thereof and the Seller shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller shall on no account be entitled to any gain on such repurchases. If the Bidder does not agree to this Risk Purchase clause, BHEL reserves the right to reject the bid/offer of the Bidder.

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The order/contract may be cancelled in whole or part thereof and Risk & Cost Clause in line with terms and conditions of PO/Contract may be invoked by the Buyer in any of the following cases:

- i. If the Seller/Contractor fails to deliver the goods or materials or any installment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/services vis-à-vis delivery/execution timeline as stipulated in the contract, backlog attributable to the Seller including unexecuted portion of supply does not appear to be executable within balance period available;
- ii. delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications/execution methodology;
- iii. withdrawal from or repudiation/abandonment of the supply/services by the Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the order/Contract either in whole or in part or otherwise fails to perform the Order/Contract.
- iv. Non supply by the Seller within scheduled completion/delivery period as per contract or as extended from time to time for reasons attributable to the Seller;
- v. Termination of Contract on account of any other reason(s) attributable to the Seller.
- vi. Assignment, transfer, sub-letting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii. If the Seller be an individual or a Sole Proprietorship, in the event of death or insanity of the Seller.
- viii. If the Seller/Contractor being an individual or if a partnership firm thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;
- ix. If the Seller/Contractor being a Company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager
- x. Non- Compliance to any contractual condition or any other default attributable to the Seller.

Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.

27.2 BHEL's right to go for Risk and Cost, Calculation of Risk and Cost amount & LD, recovery options to BHEL are given in detail in Annexure-V hereto.

28.0 **TERMINATION OF CONTRACT**

28.1 Purchaser shall have the right to cancel Order/ Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Seller/ Contractor compensation claim shall be settled mutually.

Purchaser shall have the right to cancel order/ contract at the risk and cost of Seller/ Contractor in case either the Seller/ Contractor himself or any of his representative or agent is found to have been a previous employee (rank of Executive Director or General Manager Incharge having powers of Executive Director or General Manager having powers of Executive Directors) of the Purchaser immediately before retirement and has within a period of one years of such retirement accepted the employment of the Seller/ Contractor either as a Seller/ Contractor or as an employee without having obtained prior permission of Purchaser.

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28.2 In case of cancellation of main supply order/ contract, all other associated orders/ contracts like mandatory spares/ recommended spares/ E&C/ supervision of E&C would also get cancelled.

29.0 TRANSFER, SUB-LETTING/ ASSIGNMENT/ SUB-CONTRACTING

29.1 Seller/ Contractor shall not sublet, transfer or assign order/ contract or any part thereof or interest therein or benefit or advantage thereof save with the prior consent in writing of Purchaser. In the event of Seller/ Contractor sub-letting, transferring or assigning order/ contract or any part thereof or interest therein or benefit or advantage thereof without such permission, the Purchaser shall be entitled to cancel the Order/ Contract and to purchase the plant/ equipment/ stores from elsewhere at risk and costs of Seller/ Contractor and the Seller/ Contractor shall be liable for any loss or damage which Purchaser may sustain in consequence of or arising out of such risk purchase.

29.2 If Seller/ Contractor is an individual or proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless the Purchaser is satisfied that legal representative of individual seller/ contractor or proprietor of proprietary concern and surviving partners of partnership firm are capable of carrying out and completing the order/ contract, the Purchaser shall be entitled to cancel the order/ contract as to its incomplete portion and without being in any way liable to payment of any compensation to estate of seller/ contractor and/ or to surviving partners of seller's/ contractor's firm on account of cancellation of the order/ contract.

29.3 Decision of Purchaser that legal representatives of deceased seller/ contractor or surviving partners of the seller's/ contractor's firm cannot carry out and complete the order/ contract shall be final and binding on the parties hereto.

29.4 Terms and Conditions shall not get affected in case of merger/ amalgamation/ takeover/ re-arrangement etc.

30.0 FORCE MAJEURE

30.1 Notwithstanding anything contained in the contract, neither the Seller nor the Buyer shall be held responsible for total or partial non execution/non- performance of any of the contractual obligations, in case such execution/performance is impeded/prevented due to occurrence of a 'Force Majeure' event not within the reasonable control of the party affected, which materially interferes or directly affects the performance of the obligations or duties under the contract.

Force Majeure event means an event beyond the control of the parties to the contract including but not limited to war, Military operations of any nature, Act of God, earthquakes, floods, fire, quarantine restrictions, acts of public enemy, blockades, civil war, explosion, epidemics, insurgency, change in law or government policy etc.

30.2 The party claiming to be affected by such Force Majeure event shall notify/inform the other party in writing without delay within a reasonable period of the occurrence and cessation of such event specifying the Force Majeure event and its effect on performance of contractual obligations. In the event of the parties hereto not agreeing that a force majeure event has occurred, the parties shall submit the dispute(s) for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.

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30.3 If it is agreed between the parties that a Force Majeure event has occurred and its effect continues for a period of 36 months, then either party shall be free to cancel the contract. However, if the effect of such event ceases within this period of 36 months, the performance of the obligations put on hold shall be resumed immediately.

30.4 Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.

30.5 If a war like situation has developed in a country where Sellers's works (of this PO) is located or there is political instability or civil war and Indian Embassy located in that country/Indian Government forbids or advises for not having any business dealings in that country/ region/zone, then BHEL reserves the right to cancel the order/Contract without incurring any liability for any kind of payment or compensation to the Seller on that account.

31.0 **INDEMNIFICATION**

Seller/ Contractor shall fully indemnify and keep indemnified the Purchaser against all claims /losses/damages/demands/expenses of any nature of whatsoever nature arising during the course and out of the execution of this Order/ Contract on in connection of this contract.

32.0 **SETTLEMENT OF DISPUTES**

32.1 Except as otherwise specifically provided in the Order/ Contract, all disputes concerning questions of the facts arising under the Order/ Contract, shall be decided by Purchaser, subject to written appeal by the Seller/ Contractor to the Purchaser, whose decision shall be final.

32.2 Any dispute or difference shall be, to the extent possible, settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

32.3 Seller/ Contractor shall continue to perform the order/ contract, pending settlement of dispute(s).

33.0 **ARBITRATION & CONCILIATION**

33.1 **CONCILIATION**

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators under BHEL Conciliation Scheme.

Notes:

- i. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- ii. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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- ii. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure (Annexure-X) to this GCC. The Procedure (Annexure-X) together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.
- iii. The Contractor/ supplier hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure (Annexure-X) to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure (Annexure-X) with effect from the date as intimated by BHEL to it.
- iv. The venue of conciliation shall be Delhi/ New Delhi/ PO issuing agency city where PO is issued by BHEL Power Sector Regional HQ

33.2 **ARBITRATION**

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity of execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the contract, then, either Party may, by a notice in terms of Section 21 of Arbitration & Conciliation Act in writing to the other Party commence arbitration. The notice shall as far as possible contain the particulars of all claims to be referred to arbitration.

The arbitration shall be conducted by Sole Arbitrator to be appointed mutually by the Competent Authority of BHEL (purchaser) & Seller within the statutory period as applicable. As far as practicable, names of 2 or more persons shall be forwarded to the Seller for seeking consent of the Seller to one of the names proposed for appointment as arbitrator in the case. If the parties fail to agree on the name of Sole Arbitrator, then appointment shall be made as per the provisions of section 11 of the Arbitration & Conciliation Act.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. The language of Arbitration shall be English.

Subject as aforesaid, the provisions of Arbitration of Conciliation Act 1996 (India) or statutory modification/ Amendments or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat and venue of arbitration shall be Delhi/ New Delhi/ PO issuing agency city where PO is issued by BHEL Power Sector Regional HQ

The cost of arbitration shall be borne equally by the parties' subject to the final apportionment of the cost of the arbitration as per the award/order of the arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at Delhi-NCR/ (PO issuing agency city- where PO has been issued by BHEL Power Sector Regional HQ) shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

33.3 **IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT & INSTITUTES, THE FOLLOWING SHALL BE APPLICABLE**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract between Central Public Sector Enterprises(CPSEs)/Port Trusts inter se and

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also between CPSEs and Government Departments/Organizations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments) such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes(AMRCD) as mentioned in Department of Public Enterprises(DPE) office Memorandum No. 4 (1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 as amended from time to time.

A copy of the extant Department of Public Enterprises (DPE) Office Memorandum is available on Govt. of India website and the same shall apply with any amendments as made from time to time.

34.0 LAWS GOVERNING THE CONTRACT

34.1 Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto, and shall be subject to the exclusive jurisdiction of the Indian courts at Delhi-NCR/ (PO issuing agency city- where PO has been issued by BHEL Power Sector Regional HQ).

It shall be responsibility of the vendor to ensure compliance of Labor laws, safety regulations, workmen compensation, insurance, BOCW act or other relevant acts.

34.2 **HEALTH SAFETY AND ENVIRONMENT GUIDELINES (HSE)** of BHEL are available on www.bhelpem.com vendor section for compliance for erection (composite) contracts.

35.0 JURISDICTION OF COURT

Courts at Delhi-NCR/ (PO issuing agency city- where PO has been issued by BHEL Power Sector Regional HQ) shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

36.0 ORDER OF PRECEDENCE

The order of precedence shall be same as mentioned in clause no 1.6 of "Instruction to Bidders", GCC Rev 07.

37.0 SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM (FOR SUPPLY PACKAGES)

Seller/ Contractor's performance will be evaluated as per Supplier Performance Monitoring and Rating System of BHEL. Please refer BHEL website www.bhel.com for details.

37.1 SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM (FOR TURNKEY PACKAGES)

37.1.1 A detailed plan/ programme for completion of the contractual scope of work as per the time schedule given in the contract shall be jointly agreed between BHEL and Contractor, before commencement of work. The above programme shall be supported by month/ Quarter wise deployment of resources viz. Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Monthly/ Quarterly) vis a vis this jointly agreed programme. The Contractor shall submit periodical progress reports monthly/ Quarterly and other reports/information including manpower, consumables, T&P mobilization etc. as desired by BHEL. These progress reports shall also form basis for preparing time extension proposal.

37.1.2 Monthly/ Quarterly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc., and constraints if any, as per prescribed formats. Manpower, T&P and consumable reports as per prescribed formats as handed over by regions during

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execution shall be submitted by contractor every month/ Quarter Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.

37.1.3 The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly/ Quarterly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL

37.1.4 Online performance monitoring system is in place for vendors which will be used for quarterly/ overall performance review of the vendors.

38.0 PHYTOSANITARY CERTIFICATE:

- i. As per the Indian Law, all consignments being imported into India by air/sea require a phytosanitary certificate from the country of origin-if articles have been packed with wooden packaging materials. This is mandatory. Please confirm in your offer/dispatch documents that the required phytosanitary certificate will be submitted.
- ii. Packaging material means any kind of material of plant origin used for packing which include, hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc.

39.0 HOLD ON CONTRACT EXECUTION CASES OTHER THAN FORCE MAJEURE

In case of uncertainty regarding lifting of HOLD on contract execution relating to any activity put by Buyer/BHEL (because of any reason other than Force Majeure) or by end customer (cancellation or hold on project), the contract/Purchase Order may be short closed by Buyer/BHEL after 3 years from date of imposition of HOLD without prejudice to any claim of either party with regard to the executed portion of the contract. However, all future obligations of the Buyer and Seller with respect to the contract/Purchase Order shall come to end in case of such short closure.

40.0 NON DISCLOSURE AND INFORMATION OBLIGATIONS

All drawing and technical documents or technical information whether contained in physical form or in electronic form or any oral information that is subsequently transcribed in to physical/electronic form etc. (hereinafter referred to as "Technical Information") relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the disclosing party. Technical Information belonging to one party and received by the other party, shall be treated as Confidential Information and shall not, without the express written consent of such disclosing party, be used by the receiving party or any of its agents, employees, representatives etc., for any other purpose, other than that, for which such Technical Information was provided. Such Technical Information shall not, without the prior written consent of the disclosing party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

The Seller shall provide Buyer with all information pertaining to the delivery in so far as it could be of importance to Buyer. The Seller shall not reveal confidential information (including price) to its own employees not involved with the tender/ Contract & its execution and delivery or to third parties, or to make use of such information pertaining to any data, designs, drawings, specifications and other information furnished to it by the Buyer, unless Buyer has agreed to this in writing beforehand. The

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Seller shall not be entitled to use the Buyer's name in advertisements and other commercial publications without prior written permission from Buyer.

Upon completion, cancellation or termination of this order, Seller shall return to the Buyer all such data, designs drawings, specifications and other information, including copies made by Seller.

DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the seller's/ contractor's cost for a period of not less than 5 years. Patterns & tools should be returned to BHEL within 90 days of issue of the same or completion of work, whichever is later.

Bidder/Seller/ Contractor shall, at all times, maintain complete confidentiality of all technical information including data, information, software, drawings & documents, etc. belonging to the Buyer and also of systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalized during the course of execution of order/ contract.

The Confidentiality obligation of the Seller under this Agreement shall survive the Expiration/early termination of this contract. The above undertaking in this clause shall, however, not apply to Technical Information which:

- i. through no fault of the receiving Party, is or comes in public domain through publication or otherwise, or
- ii. the receiving Party can establish was in its possession, without any restrictions as to its disclosure at the time of its receipt, or
- iii. is subsequently lawfully acquired by the receiving Party independently of the other Party, or
- iv. receiving Party is required to disclose to comply with applicable law, rule, regulation, or court order or other compulsory process of a court or other governmental body.

If the Seller, in order to perform its Contract needs to disclose to a subcontractor or suppliers the Technical Information received from the other Party e.g. for the purpose of use, manufacture, repair, maintenance and purchase, then such first mentioned Party shall have the right to do so to the extent needed for such purpose, but shall first obtain from such subcontractor or supplier a confidentiality undertaking consistent with the provisions of this Clause and submit to BHEL for records. In case of failure of seller to ensure compliance of this clause, he seller shall be liable to compensate BHEL for any damage/ loss whatsoever suffered by BHEL as a result of breach of this clause.

41.0 NON WAIVER OF DEFAULTS

If any individual provision of the Contract is held by a Court or any other Responsible Authority to be unlawful, invalid, void or unenforceable, that provision shall be deemed to be deleted from the Contract and shall be of no force or effect and this Contract shall remain in full force and effect as if such provision had not originally been contained in this Contract and the other provisions shall not be affected. In the event of any such deletion the Parties shall negotiate in good faith in order to agree to terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

No waiver shall be effective unless it is communicated in writing to the other party. A waiver accorded on one occasion shall not constitute a continuing waiver in respect of such such/similar breach/event in future and separate waiver shall be necessary for each event/breach.

The failure of BHEL to exercise any contractual right or remedy or to enforce any of the terms and conditions of this Order/Contract or to exercise any right or privilege granted to BHEL under this Contract or under law shall not constitute a waiver thereof or constitute a waiver of any right or remedy

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arising from any other breach of the Contract nor shall it release the seller from any of the warranties or obligations of the Order/Contract and the same shall continue in full force and effect.

42.0 **QUALITY ASSURANCE DOCUMENTS**

The vendor shall be required to submit the following Quality Assurance Documents (in original + one copy) within 2 weeks after dispatch of the equipment.

- a) Test report of components.
- b) Non-destructive examination results/ reports including radiography interpretation reports.
- c) Welder identification list listing welders and welding operator's qualification procedures and welding identification symbols.
- d) Sketches and drawings used for indicating methods of traceability of the radiographs to the location of the equipment.
- e) Stress relief time temperature charts.
- f) Factory test results for testing required as per applicable codes and standards referred to in the specification.
- g) Inspection Report duly signed by QA Personnel of BHEL/ Third Party/and customer and vendor for the agreed inspection hold points. During course of inspection the following will also be recorded:
 - i. When some important work repair work is involved to make the job acceptable.
 - ii. The repair works remain part of the accepted product quality.
 - iii. Letter of conformity certifying that that requirement is in compliance with finalised
 - iv. specification requirements.

43.0 **EXTENSION OF TIME FOR COMPLETION (FOR TURNKEY PACKAGES)**

a) If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, the seller/ contractor shall request for an extension of the contract and BHEL at its discretion may extend the contract as per procedure prescribed in clause 43.0 (b), (c) & (d).

Pending finalization of extension of time, payment to vendors for supply/services executed during such periods will be done only in excess of maximum LD amount as per LD clause for delayed delivery (clause no 16.1). On finalization of extension of time, payments to vendor shall be regularized in line with approved time extension proposal.

b) Based on the reviews jointly signed as per clause no 37.1, the scope balance at the end of original contract period less the backlog attributable to the seller/ contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the seller/ contractor is bound to complete the portion of backlog attributable to the seller/ contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.

c) However, if any 'Time extension' is granted to the seller/ contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the seller/ contractor alone, then it shall be without prejudice to the rights of BHEL to impose LD in line with clause no 16.1 for the delays attributable to the seller/ contractor, in addition to any other actions BHEL may wish to take at the risk and cost of seller/ contractor.

d) A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension'. Review of the programme and record of shortfall shall be done as per clause no 37.1.

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ANNEXURE No.	DESCRIPTION
I	OFFER SUBMISSION AS PER NIT
II	DEVIATION SHEET (COST OF WITHDRAWAL)
III	BANK GUARANTEE FOR PERFORMANCE SECURITY
IV	NON-CONFORMANCE REQUEST (NCR)
V	RISK AND COST PURCHASE
VI	NEFT DETAILS
VII	LOADING CRITERA
VIII	INTEGRITY PACT
IX	LIST OF TURNKEY PACKAGES WITH REQUIRED FINAL DOCUMENTS
IX (A)	LIST OF SUPPLY PACKAGES WITH REQUIRED FINAL DOCUMENTS
X	BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS
XI	STATE WISE GST REGISTRATION CODE OF BHEL

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ANNEXURE – I

(To be filled up by the Bidder)

Ref. No. :
Date :

M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
PPEI Building, HRD & ESI Complex,
Plot No. 25, Sector – 16A,
NOIDA – 201 301 (U.P.)

Attention: Shri

Dear Sir,

1. Having examined the tender documents against your tender Enquiry No. _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with _____ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us in your price schedule format and as per the indicated delivery schedule.
2. If the work or any part thereof is awarded to us, we undertake to submit security-cum-contract performance bank guarantee as per your requirement.
3. We have annexed to this tender the following documents: -

Part-I (Techno Commercial Bid) - in a properly sealed cover/ uploaded on BHEL e-procurement website

- i) Complete Techno-Commercial Offer (in two sets).
- ii) Unpriced copy of deviation sheet (cost of withdrawal) – annexure -II
- iii) Unpriced copy of Price Schedule using format given by BHEL.
- iv) Any other documents (please specify).

Part-II (Price Bid along with Priced Annexure-II) - in a separate, properly sealed cover, in the format given by BHEL/ uploaded (filled in the online price schedule) of BHEL e-procurement website

Thanking you,

Yours faithfully,

(Signature of the bidder with Name, Designation and Company's Seal)

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ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWAL)									
PROJECT:-									
PACKAGE:-									
TENDER ENQUIRY REFERENCE:-									
NAME OF VENDOR:-									
SL NO	VOLUME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWAL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/NEGATIVE)	REASON FOR QUOTING DEVIATION
TECHNICAL DEVIATIONS									
COMMERCIAL DEVIATIONS									
PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE									
NAME				DESIGNATIONS		SIGN & DATE			
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 detail 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 the 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, 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 considered.									
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.									

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ANNEXURE-III

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No: _____
Date: _____

To,

NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited 1 (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at1 through its Unit at..... (name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at2 hereinafter referred to as the 'Vendor/Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated3 valued at Rs 4 (Rupees)/ FC (in words) for..... 5 (hereinafter called the 'Contract') and the Vendor/Contractor/Seller having agreed to provide a Contract Performance Guarantee, equivalent to % (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, , (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs 6 (Rupees) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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

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

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

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

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

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor/Contractor/Supplier and notwithstanding any

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security or other guarantee that the Employer may have in relation to the Vendor/Contractor/Supplier 's liabilities.

This Guarantee shall remain in force up to and including..... 7 and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the8 we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed6
- b. This Guarantee shall be valid up to7
- c. Unless the Bank is served a written claim or demand on or before..... 8 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Dated..... ..

For and on behalf of

Place of Issue..... .

(Name of the Bank)

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

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

3 DETAILS ABOUT THE NOTICE OF AWARD/ CONTRACT REFERENCE

4 CONTRACT VALUE

5 PROJECT/SUPPLY DETAILS

6 BG AMOUNT IN FIGURES AND WORDS

7 VALIDITY DATE

8 DATE OF EXPIRY OF CLAIM PERIOD

Note:

- Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the vendor.
- The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier/Bank issuing the guarantee.
- In line with the GCC, SCC and contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
- In Case of Bank Guarantees submitted by Foreign Vendors-

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

or & On behalf of Guarantee issuing bank

(Office Seal)

Name:

E-mail ID:

Contact number:

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ANNEXURE – IV

NON-CONFORMANCE REQUEST (NCR) (GRANTING OF NCR DOES NOT ENTITLE ANY INCREASE IN PRICE OR EXTENTION OF SCHEDULE, TO VENDOR)			
PART-I (TO BE FILLED BY VENDOR)			
NAME OF VENDOR:		NCR NUMBER:	
SPECIFICATION TITLE:		SPECIFICATION NUMBER:	
PROJECT SITE:		LOI/ PO NUMBER:	
DRAWING TITLE:		DRAWING NUMBER:	
DATE BY WHICH DECISION REQUIRED ON NCR:			
SL. NO.	REQUIREMENT AS PER SPECIFICATION/ DRAWING	NON-CONFORMANCE OBSERVED/ REQUESTED	REASON
PROPOSED ACTION:			
FORWARDED ☐ CE ☐ IA TO ☐ SITE IA (2 Copies)			
		SIGNATURE	DATE
		SEAL	

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ANNEXURE – IV (contd.)

NON-CONFORMANCE REQUEST (NCR)

(GRANTING OF NCR DOES NOT ENTITLE ANY INCREASE IN PRICE OR EXTENTION OF SCHEDULE, TO VENDOR)

PART – II (TO BE FILLED BY IA OR SITE IA)

- ☐ NCR RECOMMENDED
 ☐ NCR RECOMMENDED AS PER REMARKS BELOW
☐ NCR NOT RECOMMENDED

REMARKS:

ACTION

- ☐ Returned to Vendor
☐ Forwarded to CE (PEM) (2 Copies)

NAME

SIGNATURE

DATE

PART-III (TO BE FILLED IN BY PROJECT ENGINEER (PEM))

- ☐ NCR APPROVED
 ☐ NCR APPROVED AS PER REMARKS
 ☐ NCR NOT APPROVED

REMARKS:

- A) WITHOUT INCREASE IN CONTRACT PRICE
 B) WITH REDUCTION IN CONTRACT PRICE (DETAILS ENCLOSED)
 C) WITHOUT AFFECTING PROJECT SCHEDULE

ACTION

- ☐ Returned to Vendor (in case NCR not approved)
☐ Forwarded to MM/ PG on _____
 (For issue of PO amendment)

NAME

SIGNATURE

DATE

NOTE: Project Engineer (PEM) shall approve the NCR after obtaining consent/ approval of affected departments/ agencies and also of SH and DH.

PART- IV (TO BE FILLED BY CONTRACT ENGINEER (PEM))

PO No.

PO Date

PO Amendment No.

PO Amendment Date

DISTRIBUTION: ☐ VENDOR

(1COPY EACH) ☐ SITE IA

☐ IA

☐ PEM-ENGG.

NAME

SIGNATURE

DATE

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ANNEXURE – IV (contd.)

INSTRUCTIONS FOR VENDOR REGARDING NON-CONFORMANCE REQUEST (NCR)

1. Photo-copies of the NCR Form can be used by the Vendor, whenever required.
2. Non-conformances, due to the following and/ or other reasons, shall be raised by the Vendor, in this form, in order to obtain BHEL decision on the same.
 - a) Changes from Bid Specification and Deviations agreed during negotiations.

OR

Changes from Contract Specification required as a result of detailed design and preparation of drawings by the Vendor.

 - b) Changes in Contract Drawings and Documents approved by BHEL.
 - c) Inaccurate workmanship, procedure or practice.
 - d) Use of material other than the size, type of grade as called for in the specification/ drawing.
3. Vendor shall send two copies of the NCR to :
 - a) Contract Engineer (CE) of BHEL/ PEM for non-conformances required as a result of detailed design and preparation of drawings by the Vendor etc.
 - b) Inspection Agency (IA) for all non-conformances during manufacture/ fabrication, assembly etc.
 - c) Site Inspection Agency (Site IA) for all non-conformances during site fabrication, erection and commissioning.
4. Vendor shall mark copies of NCRs and all correspondence, in this respect, to Contract Engineer (CE) of BHEL/ PEM.
5. Names and addresses of Inspection Agency and Site Inspection Agency are given in the Letter of Intent/ Purchase Order.
6. Non-conformances raised in this form only, will be entertained by BHEL.
7. NCRs shall be kept to a minimum.
8. A summary of non-conformances granted, if any, shall be included by the Vendor in the Quality Assurance Document Package to be forwarded to BHEL & Customer, on satisfactory completion of inspection and tests.
9. Granting of NCR by BHEL does not entitle the Vendor to any increase in price or extension of schedule.

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ANNEXURE-V

(RISK AND COST CLAUSE)

1. BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor *after due notice of a period of 14 days' by BHEL* in any of the following cases:
 - i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/ services vis-a-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to seller including unexecuted portion of supply does not appear to be executable within balance available period;
 - ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications;
 - iii) Withdrawal from or repudiation/ abandonment of the supply/ services by Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract;
 - iv) Non-supply by the Seller within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the Seller;
 - v) Termination of Contract on account of any other reason (s) attributable to Seller.
 - vi) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
 - vii) If the Seller be an individual or a sole proprietorship Firm, in the event of the death or insanity of the Seller;
 - viii) If the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;
 - ix) If the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager;
 - x) Non-compliance to any contractual condition or any other default attributable to Seller.

1.1 Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

1.2 * Balance scope of work (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose.

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Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

1.3 **LD against delay in executed work in case of Termination of Contract:**

LD against delay in executed work shall be calculated in line with LD clause no. 16 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of LD against delay in executed work in case of termination of contract" is given below.

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii. Let the value of executed work till the time of termination of contract = X
- iii. Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv. Delay in executed work attributable to contractor i.e. $T2 = [1-(X/Y)] \times T1$
- v. LD shall be calculated in line with LD clause (clause 16) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

2. **Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor**

Without prejudice to the other means of recovery of such dues from the Seller recoveries from the Seller on whom risk & cost has been invoked shall be made from the following:

- a) Dues available in the form of Bills payable to seller, SD, BGs against the same contract.
- b) Dues payable to seller against other contracts in the same Region/Unit/ Division of BHEL.
- c) Dues payable to seller against other contracts in the different Region/Unit/ division of BHEL.

In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

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ANNEXURE- VI

NEFT APPLICATION FORM

Name of the Vendor Name of the Bank Address of the Bank Vendor's A/c no

Type of A/c

IFSC Code

RTSG Code

Vendor's e-mail address

Authorized Signatory Seal

ABOVE DETAILS ARE TO BE SUBMITTED ON COMPANY'S LETTERHEAD.

THE DETAILS MAY EITHER BE ATTESTED BY VENDOR'S BANKERS OR ACCOMPANIED BY A CANCELLED CHEQUE LEAF WITH IFSC CODE & A/C NO. PRINTED ON IT.

UNDERTAKING TO REPORT IMMEDIATELY ANY CHANGES IN THE ABOVE TO BE SUBMITTED ON COMPANY'S LETTERHEAD.

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ANNEXURE– VII

LOADING CRITERIA

No deviations in GCC terms and conditions are generally acceptable, and bids with deviations are liable to be rejected. However, in exceptional circumstances, BHEL may accept deviations with Loading as given below:

A) PAYMENT TERMS

Payment will be released generally within 60 days after receipt of material/ services and complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).

Loading will be done for vendors seeking earlier payment w.r.t. above, for the value and the period of deviation, as per Clause 17.0 of 'Instructions to Bidders'.

Time periods assumed by BHEL/ PEM for a few activities are as follows:

Material Receipt Certificate (MRC) – 120 days from dispatch.

B) BANK GUARANTEE `

Non submission of Bank Guarantee – No deviation is permitted.

C) LIQUIDATED DAMAGES

If maximum limit asked for is on Undelivered Portion – 10% value of the total quoted ex works price & freight (excluding GST).

If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value).

D) PRICE VARIATION CLAUSE (PVC)

PVC instead of firm price – Maximum ceiling of PVC as demanded by the vendor

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ANNEXURE– VIII

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits

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himself to observe the following principles during his participation in the tender process and during the contract execution.

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

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

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

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous Transgression

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

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

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

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain

responsible for any default by his sub-contractors.

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

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

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

Section 8 –Independent External Monitor(s)

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

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

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

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

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending 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, the matter should be examined by the full panel of IEMs jointly as far as possible, 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 CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious

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irregularities requiring legal! administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

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

8.9 IEM 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 organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

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

Section 9 – Pact Duration

9.1 This Pact shall be operative from the date IP 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. Issues like warranty! guarantee etc. should be outside the purview of IEMs.

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

Section 10 – Other Provisions

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

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

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

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

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

For & On behalf of the Principal
(Office Seal)

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

Place-----

Date-----

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____

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ANNEXURE IX

LIST OF TURNKEY PACKAGES WITH REQUIRED PG TEST & FINAL DOCUMENTS

SL. NO.	PACKAGE NAME	AS BUILT DRAWINGS	O&M MANUAL	FINAL DRAWINGS	INSPECTION DOCUMENTS	PG TEST APPLICABILITY
1	AIRCONDITIONING SYSTEM	Y	Y	Y	Y	Y
2	CHLORINE DIOXIDE DOSING SYSTEM	Y	Y	Y	Y	Y
3	COAL BUNKER DEBLOCKING DEVICES	Y	Y	Y	Y	Y
4	COMPRESSED AIR SYSTEM	Y	Y	Y	Y	Y
5	CONDENSATE POLISHING UNIT	Y	Y	Y	Y	Y
6	CW TREATMENT PLANT	Y	Y	Y	Y	Y
7	D.M. PLANT	Y	Y	Y	Y	Y
8	D/G EOT CRANES ABOVE 100T	N	Y	Y	Y	N
9	D/G EOT CRANES UP TO 100T	N	Y	Y	Y	N
10	EFFLUENT TREATMENT PLANT	Y	Y	Y	Y	Y
11	EFFLUENT/SEWAGE TRANSFER SYSTEM	Y	Y	Y	Y	Y
12	ELECTROLYTIC CHLORINATION PT.	Y	Y	Y	Y	Y
13	ELEVATORS	N	Y	Y	Y	N
14	FUEL OIL HANDLING AND STORAGE SYSTEM	Y	Y	Y	Y	Y
15	GAS CHLORINATION PLANT	Y	Y	Y	Y	Y
16	H2 GEN. PLANT	N	Y	Y	Y	Y
17	HVAC FOR FGD	Y	Y	Y	Y	Y
18	HVAC FOR HYDRO	Y	Y	Y	Y	Y
19	IDCT	Y	Y	Y	Y	Y
20	MILL REJECT SYSTEM (CONVEYOR TYPE)	Y	Y	Y	Y	Y
21	MILL REJECT SYSTEM (PNEUMATIC TYPE)	Y	Y	Y	Y	Y
22	MISC. TANKS(SITE FABRICATED)	N	Y	Y	Y	N
23	NDCT	Y	Y	Y	Y	Y
24	OZONE GENERATION PLANT	N	Y	Y	Y	Y
25	PRETREATMENT PLANT	Y	Y	Y	Y	Y
26	SEWAGE TREATMENT PLANT	Y	Y	Y	Y	Y
27	SIDE STREAM FILTERATION SYSTEM	N	Y	Y	Y	Y
28	SOLID WASTE MANAGEMENT	Y	Y	Y	Y	Y
29	VENTILATION SYSTEM	Y	Y	Y	Y	Y
30	WATER TREATMENT PACKAGES	Y	Y	Y	Y	Y
31	WEIGH BRIDGE	N	Y	Y	Y	N

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ANNEXURE IX (A)

LIST OF SUPPLY PACKAGES WITH REQUIRED PG TEST & FINAL DOCUMENTS

SL NO	PACKAGE NAME	FINAL DOCUMENTS LIST				FOR INFORMATION OF BIDDERS		
		AS-BUILT DRAWINGS (Y/N)	O&M MANUAL	FINAL DRAWINGS	INSPECTION DOCUMENTS	PG TESTING REQUIRED AS PER CUSTOMER CONTRACT (Y/N)	DEMO REQUIRED AS PER CUSTOMER CONTRACT (Y/N)	HANDING OVER [BY VENDOR TO OWNER] (Y/N)
1	ABOVE GROUND EARTHING MATERIALS	N	N	Y	Y	N	N	N
2	AIR RELEASE VALVES	N	Y	Y	Y	N	N	N
3	AIR TRAPS	N	Y	Y	Y	N	N	N
4	ALUMINIUM SHEETS/COILS	N	N	N	Y	N	N	N
5	ANUBAR (DELTA TUBE)	N	Y	Y	Y	N	N	N
6	AUX PRDS	N	Y	Y	Y	N	N	N
7	BALL VALVES	N	Y	Y	Y	N	N	N
8	BARE GROUND CONDUCTOR FOR ABOVE GRD EART	N	N	Y	Y	N	N	N
9	BARE GROUND CONDUCTOR FOR BELOW GRD EART	N	N	Y	Y	N	N	N
10	BRANCH PIPE FOR FLOW ELEMENT	N	N	N	N	N	N	N
11	BUTTERFLY VALVES(STEAM SERVICE)	N	Y	Y	Y	N	N	N
12	BUTTERFLY VALVES(WATER SYSTEMS)	N	Y	Y	Y	N	N	N
13	C&I LAB ITEMS	N	Y	Y	Y	N	N	N
14	CABLE TERM.& JOINT KITS	N	N	Y	Y	N	N	N
15	CABLE TRAY SUPPORT SYSTEM -BOLTABLE	N	N	Y	Y	N	N	N
16	CABLE TRAY SUPPORT SYSTEM-WELDED(GALV)	N	N	Y	Y	N	N	N
17	CABLE TRAYS & ACC.	N	N	Y	Y	N	N	N
18	CAST IRON GATE/GLV/NRV/SRV	N	Y	Y	Y	N	N	N
19	CATHODIC PROTECTION**	Y	Y	Y	Y	Y	N	Y
20	CHAIN PULLEY BLOCK	N	Y	Y	Y	N	N	N
21	CHEMICAL DOSING SYSTEM	N	Y	Y	Y	N	N	N
22	COAL FLOW-ABILITY STUDY	N	N	Y	N	N	N	N
23	COLTCS	N	Y	Y	Y	Y*	Y	N
24	CONDENSATE FLOW MODEL STUDY	N	N	Y	Y	N	N	N
25	CONICAL STRAINERS	N	Y	Y	Y	N	N	N
26	CONTROL VALVE	N	Y	Y	Y	N	N	N
27	DC BATTERY CHARGER	N	Y	Y	Y	N	N	N

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28	DC LEAD ACID / NI-CD BATTERIES	N	Y	Y	Y	N	N	N
29	DC LEAD ACID BATTERIES	N	Y	Y	Y	N	N	N
30	DC NI CD BATTERIES	N	Y	Y	Y	N	N	N
31	DEBRIS FILTER	N	Y	Y	Y	Y*	Y	N
32	DISTRIBUTION BOARDS	N	N	Y	Y	N	N	N
33	DUPLEX STRAINER	N	Y	Y	Y	N	N	N
34	ELECTRIC HOIST	N	Y	Y	Y	N	N	N
35	ELECTRIC LAB EQUIPMENT	N	Y	Y	Y	N	Y	N
36	ELECTRICAL LAB (METERING & TESTING)	N	N	Y	Y	N	Y	N
37	ELECTRICAL LAB-CALIBRATION & DIAGNOSTICS	N	N	Y	Y	N	Y	N
38	ELECTROMAGNETIC FLOW METER	N	Y	Y	Y	N	N	N
39	EPR INSULATED FIRE SURVIVAL CABLE	N	N	Y	Y	N	N	N
40	EXOTHERMIC WELDING MATERIAL	N	Y	Y	Y	N	N	N
41	FIRE SEALING SYSTEM**	N	N	Y	Y	N	N	Y
42	FIRE TENDERS	N	Y	Y	Y	N	Y	N
43	FLOW ELEMENT – NOZZLE	N	Y	Y	Y	N	N	N
44	FLOW ELEMENT – ORIFICE	N	Y	Y	Y	N	N	N
45	FORK LIFT TRUCK	N	Y	Y	Y	N	N	N
46	FQA LAB-CIVIL	N	Y	N	Y	N	N	N
47	FQA LAB-ELECTRICAL							
48	FQA LAB-MECHANICAL	N	Y	Y	Y	N	N	N
49	FRP CABLE TRAYS & ACCESSORIES	N	N	Y	Y	N	N	N
50	GENERATOR CIRCUIT BREAKER	N	Y	Y	Y	N	N	N
51	GRP PIPING**	N	N	Y	Y	N	N	N
52	GUN METAL VALVES	N	Y	Y	Y	N	N	N
53	HDPE PIPING & FITTINGS	N	N	Y	Y	N	N	N
54	HEAT EXCHANGERS(PLATE TYPE)	N	Y	Y	Y	Y*	N	N
55	HT XLPE CABLES	N	N	Y	Y	N	N	N
56	HYDRAULIC MOBILE CRANE	N	Y	Y	Y	N	N	N
57	LIGHTING FIXTURES,LAMPS & MISC. ITEMS	Y	Y	Y	Y	N	N	N
58	LT HRPVC CONTROL CABLES	N	N	Y	Y	N	N	N
59	LT HRPVC POWER CABLES	N	N	Y	Y	N	N	N
60	LT PVC CONTROL CABLE	N	N	Y	Y	N	N	N
61	LT PVC POWER CABLE	N	N	Y	Y	N	N	N
62	LT XLPE FIRE SURVIVAL CABLES	N	N	Y	Y	N	N	N
63	LT XLPE POWER CABLE	N	N	Y	Y	N	N	N
64	LUBE OIL TRANSFER PUMPS	N	Y	Y	Y	N	N	N
65	M.E. BELLOWS	N	Y	Y	Y	N	N	N
66	MISC. PUMPS(HORZ.) TYPE-I (FLOW<300 CMH)	N	Y	Y	Y	Y*	N	N

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67	MISC. PUMPS(HORZ.) TYPE-II(FLOW>300 CMH)	N	Y	Y	Y	Y*	N	N
68	MISC. PUMPS(VERT) TYPE-II(FLOW>1000 CMH)	N	Y	Y	Y	Y*	N	N
69	MISC. PUMPS(VERT.) TYPE-I(FLOW<1000 CMH)	N	Y	Y	Y	Y*	N	N
70	MISC.CABLING ERECTION ITEMS	N	N	Y	Y	N	N	N
71	MISC.PUMPS (HORIZONTAL)	N	Y	Y	Y	Y*	N	N
72	MOBILE PICK UP & CARRY CRANE	N	Y	Y	Y	N	N	N
73	MOTOR BOAT	N	Y	Y	Y	N	N	N
74	MS ROD FOR BELOW GROUND EARTHING	N	N	N	Y	N	N	N
75	NDCT DESIGN CONSULTANCY	Y	Y	Y	N	Y*	N	N
76	NEUTRAL GROUNDING RESISTOR	N	Y	Y	Y	N	N	N
77	OIL FILLED SERVICE TRANSFORMER	N	Y	Y	Y	N	N	N
78	OXYGEN DOSING SYSTEM	N	Y	Y	Y	N	N	N
79	PA SYSTEM**	Y	Y	Y	Y	Y	N	Y
80	POLES & MAST	N	N	Y	Y	N	N	N
81	PROOF CHECKING OF CIVIL AND STRUCTURAL D	N	N	Y	N	N	N	N
82	PVC WIRES	N	N	Y	Y	N	N	N
83	RIGID STEEL CONDUITS	N	N	Y	Y	N	N	N
84	ROTAMETER	N	Y	Y	Y	N	N	N
85	SCREENED CONTROL CABLES	N	N	Y	Y	N	N	N
86	SELF CLEANING STRAINERS	N	Y	Y	Y	Y*	Y	N
87	SIGHT FLOW INDICATORS	N	Y	Y	Y	N	N	N
88	SIMPLEX STRAINER	N	Y	Y	Y	N	N	N
89	SINGLE GIRDER EOT / HOT MISC. CRANES	N	Y	Y	Y	N	N	N
90	SITE SPECIFIC SEISMIC STUDY	N	N	Y	N	N	N	N
91	SOLENOID OPERATED VALVES	N	Y	Y	Y	N	N	N
92	SPRING FOR BFP, FAN AND MILL FOUNDATION	N	Y	N	Y	N	N	N
93	SPRING LOADED BYPASS VALVES	N	Y	Y	Y	N	N	N
94	STATION LIGHTING SYSTEM**	Y	Y	Y	Y	N	Y	Y
95	STEAM TRAPS	N	Y	Y	Y	N	N	N
96	STEEL GATE/GLOBE/NR VALVES(WATER SYSTEM)	N	Y	Y	Y	N	N	N
97	SUMP PUMPS/SUBMERSIBLE PUMPS	N	Y	Y	Y	Y*	N	N
98	THERMAL INSULATION - R-MATTRESSES/P-SECN	N	N	Y	Y	N	N	N

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99	THERMAL INSULATION - ANCILLARY MATERIAL	N	N	N	Y	N	N	N
100	THERMAL INSULATION- CERAMIC FIBRE BLANKET	N	N	Y	Y	N	N	N
101	TRAVELLING WATER SCREENS	N	Y	Y	Y	N	Y	N
102	TREFOIL CLAMPS	N	N	Y	Y	N	N	N
103	ULTRASONIC FLOW METERS	N	Y	Y	Y	N	N	N
104	VIS FOR BFP, FAN AND MILL FOUNDATION	N	Y	Y	Y	N	N	N
105	VIS FOR TD BFP	N	Y	Y	Y	N	N	N
106	VIS FOR TG FOUNDATION	N	Y	Y	Y	N	N	N
107	WIND TUNNEL TEST FOR CHIMNEY	N	N	Y	N	N	Y	N
108	WORKSHOP EQUIPMENTS	N	Y	Y	Y	N	N	N

(- Turnkey packages, if E&C in vendor scope)**

(* - if applicable as per Tech. Spec.)

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ANNEXURE X

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Format 7** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Format-8** hereto.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.

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10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

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

SI No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No.27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores.
SI No	Particulars	Amount
		Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the, Signing of the Settlement Agreement after approval of the Competent Authority or

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			Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses		Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)		As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others		As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting		Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the
SI No	Particulars	Amount	
			concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.

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27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 5 to BHEL Conciliation Scheme, 2018 STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

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

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

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

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

FORMAT-7

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL**

Ref: ContractNo/MoU/Agreement/LOI/LOA& date_____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you Yours faithfully

Representative of BHEL

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

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FORMAT-8 FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
BHEL (Head of the Unit/Division/Region/Business Group)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY A STAKEHOLDER**

Ref: ContractNo/MoU/Agreement/LOI/LOA& date_____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in-spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above- referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl.No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you Yours faithfully
Representative of the Stakeholder

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

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FORMAT-9

FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: **INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC**

Ref: ContractNo/MoU/Agreement/LOI/LOA& date_____. Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising in connection with the subject Contract No /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract/MoU/Agreement/LOI/LOA, if possible. Name and contact details of Conciliator(s)

- a)
- b)
- c)

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)... for Kind Information please. Encl: As above

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

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ANNEXURE XI

STATE WISE GST REGISTRATION CODE OF BHEL

Sl.No	State	Nodal Unit Registered as Supplier of Goods/Services in GST	GSTIN of Nodal Unit
1	Andhra Pradesh	HPVP	37AAACB4146P7Z8
2	Assam	PSER	18AAACB4146P1ZE
3	Bihar	PSER	10AAACB4146P1ZU
4	Chandigarh	PSNR	04AAACB4146P1ZN
5	Chattishgarh	PSWR	22AAACB4146P1ZP
6	Daman & Diu	EDN	25AAACB4146P1ZJ
7	Delhi	TBG	07AAACB4146P1ZH
8	Gujarat	PSWR	24AAACB4146P1ZL
9	Haryana	PSNR	06AAACB4146P1ZJ
10	Himachal Pradesh	PSNR	02AAACB4146P1ZR
11	Jharkhand	PSER	20AAACB4146P5ZP
12	Karnataka	EDN	29AAACB4146P1ZB
13	Kerala	PSSR	32AAACB4146P1ZO
14	Maharashtra	PSWR	27AAACB4146P1ZF
15	Madhya Pradesh	BPL	23AAACB4146P1ZN
16	Punjab	IVP	03AAACB4146P2ZO
17	Rajasthan	PSNR	08AAACB4146P1ZF
18	Tamil Nadu	TRY	33AAACB4146P2ZL
19	Telangana	Hyd	36AAACB4146P1ZG
20	Tripura	PSER	16AAACB4146P1ZI
21	Uttar Pradesh	PSNR	09AAACB4146P2ZC
22	Uttarakhand	HWR	05AAACB4146P1ZL
23	West Bangal	PSER	19AAACB4146P1ZC
24	Mizoram	PSER	15AAACB4146P1ZK
25	Orissa	PSSR	21AAACB4146P1ZR
26	Arunachal Pradesh	PSER	12AAACB4146P1ZQ

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APPENDIX – I

(CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD)

This is to Certify that M/S, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part II) dtd:, Category: (Micro/Small)). (copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

- For Manufacturing Enterprises:** investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 (E) dated October 5, 2006:
Rs Lacs
- For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs Lacs

(STRIKE OFF WHICHEVER IS NOT APPLICABLE)

The above investment of Rs Lacs is within permissible limit of Rs Lacs for Micro/ Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant-

PRICE SCHEDULE		
ENGINEERING, PROCUREMENT, SUPPLY AND CONSTRUCTION OF 2 NOS. STRUCTURAL COVERED SHEDS FOR COAL STOCK PILES FOR 2X660 MW ENNORE SEZ STPP AT ASH DYKE OF NCTPS, CHENNAI, TAMIL NADU		
SCH-1 : TOTAL PRICE		
SL NO	DESCRIPTION	TOTAL QUOTED PRICE (IN INR) (FIGURES & WORDS)
1.0	TOTAL PRICE ENGINEERING, PROCUREMENT, SUPPLY AND CONSTRUCTION OF 2 NOS. STRUCTURAL COVERED SHEDS FOR COAL (EXCLUDING CONSTRUCTION OF FOUNDATION) FOR 2X660 MW ENNORE SEZ STPP, TAMIL NADU AS PER SCOPE OF WORK & TECHNICAL SPECIFICATION - ON LUMP SUM BASIS :	
NOTE		
1.0	Bidder shall quote total price for total price of SCH-1 only at sl no 1 above. All other amounts/ rates of each item of works in respective schedules/ parts will be derived based on allocated percentages. As such, any uncalled figure/ amount noted at any other place will not be reckoned & will stand null & void.	
2.0	Bidder to note that total price at sl no 1.0 above shall be considered for evaluation & awarding. As such total price should be complete in all respect for the full scope defined and considering all terms and conditions.	
3.0	Bidder's quoted total price of SCH-1 at Sl. no 1 above shall be apportioned into amount of various items of works based on allocated percentages against respective item of SCH-3 & 4. As such, bidder shall not indicate/ quote any amount/ rate in these schedules/ parts and any amount/ rate quoted against any item shall not be taken into cognizance/ account and offer may be liable for rejection.	
4.0	Bidder to note that percentage break-up of above total price into supply part(including design) and service part are frozen and indicated in SCH-2. Base on this break-up and further break-up in subsequent schedules, separate orders will be placed for (i) supply part & (ii) service part as per respective price components.	
5.0	Based on the itemwise percentage allocations, the amount for the individual items of the Bill of Quantity shall be arrived at. The rates of individual items shall be derived from the amount against each items after rounding off .	
6.0	Unit rates of each item of works of respective schedules/ parts will be derived by dividing derived amount by corresponding quantities. In deriving the unit rates of each item in this manner, figures only upto 2 decimal places will be taken into account. Any adjustment, if required, due to such methodology, will be effected in final bill.	
7.0	Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per Sl No.5 above.	
8.0	Any item as per scope of work, if not included in the price quoted above and shown separately will not be taken cognizance of and the offer shall be liable for rejection.	
9.0	Price format shall not be changed by bidder in any case and it may lead to cancellation of their offer.	
10.0	The unit rates work out from the overall amount quoted & accepted by BHEL shall be considered and no separate unit rates shall be allowed. Unit rates shall be valid throughout the contract period.	

PRICE SCHEDULE			
ENGINEERING, PROCUREMENT, SUPPLY AND CONSTRUCTION OF 2 NOS. STRUCTURAL COVERED SHEDS FOR COAL STOCK PILES FOR 2X660 MW ENNORE SEZ STPP AT ASH DYKE OF NCTPS, CHENNAI, TAMIL NADU			
SCH-2 : BREAK UP OF TOTAL PRICE SCHEDULE			
SL NO	DESCRIPTION	<u>PRICE SCHEDULE REF</u>	WEIGHTAGE W.R.T THE TOTAL OF QUOTED PRICE IN SCH-1
1.0	STRUCTURAL COVERED SHEDS -DESIGN & SUPPLY	SCH 3 -DESIGN & SUPPLY	75%
2.0	STRUCTURAL COVERED SHEDS -SERVICE	SCH 4 - SERVICE	25%
TOTAL			100%

PRICE SCHEDULE				
ENGINEERING, PROCUREMENT, SUPPLY AND CONSTRUCTION OF 2 NOS. STRUCTURAL COVERED SHEDS FOR COAL STOCK PILES FOR 2X660 MW ENNORE SEZ STPP AT ASH DYKE OF NCTPS, CHENNAI, TAMIL NADU				
SCH-3 :DESIGN & SUPPLY				
ST. NO	DESCRIPTION OF ITEM	UNIT	QUANTITY	ALLOTTED PERCENTAGE FOR AMOUNT OF EACH ITEM W.R.T THE TOTAL OF QUOTED PRICE IN SCH-2
1	STRUCTURAL COVERED SHEDS - DESIGN & SUPPLY			
1 a)	Engineering	LOT	1	2%
1 b)	Structural Material (Supply)	LOT	2	65%
1 c)	Sheeting Material (Supply)	LOT	2	8%
	TOTAL ALLOCATED WEIGHTAGE			75%

PRICE SCHEDULE				
ENGINEERING, PROCUREMENT, SUPPLY AND CONSTRUCTION OF 2 NOS. STRUCTURAL COVERED SHEDS FOR COAL STOCK PILES FOR 2X660 MW ENNORE SEZ STPP AT ASH DYKE OF NCTPS, CHENNAI, TAMIL NADU				
SCH-4 : SERVICE				
ST. NO	DESCRIPTION OF ITEM	UNIT	QUANTITY	ALLOTTED PERCENTAGE FOR AMOUNT OF EACH ITEM W.R.T THE TOTAL OF QUOTED PRICE IN SCH-2
2	STRUCTURAL COVERED SHEDS - SERVICE			
2 a)	Structural Material (Erection)	LOT	2	22%
2 b)	Sheeting Material (Erection)	LOT	2	3%
	TOTAL ALLOCATED WEIGHTAGE			25%

FORMS & PROCEDURES

SL NO	FORMAT DESCRIPTION	NO OF PAGES	REMARKS
1	TECHNO COMMERCIAL and BIDDER DETAILS	3	MANDATORY
2	DECLARATION REGARDING MINIMUM LOCAL	1	MANDATORY
3	DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017	1	MANDATORY
4	DECLARATION BY AUTHORISED SIGNATORY OF BIDDER	1	MANDATORY
5	POWER OF ATTORNEY FOR SUBMISSION OF TENDER	1	MANDATORY
6	MSME CERTIFICATE	1	AS APPLICABLE
7	DECLARATION FOR RELATION IN BHEL	1	MANDATORY
8	FORMAT FOR SEEKING CLARIFICATION	1	AS APPLICABLE
9	CERTIFICATE FOR NO DEVIATION	1	MANDATORY
10	INTEGRITY PACT (IP)	6	MANDATORY
11	CONSORTIUM AGREEMENT	6	AS APPLICABLE
12	BANK GUARANTEE FORMAT – FORMAT AND TEXT AVAILABLE IN GCC BOOKLET. (refer Annexure –III of GCC)	3 (pages 52 to 54 of GCC)	AS APPLICABLE

TECHNO COMMERCIAL and BIDDER DETAILS

Sl.No	DESCRIPTION	Vendor to indicate their Acceptance and confirmation and provide Details of supporting documents uploaded
1.	Comply to Execute the Work as per Scope defined in Tender NIT	
2.	Comply to submit the documents as applicable as defined in NIT, PQR, Technical specification (TCC), Special Conditions of Contract (SCC), GCC etc. to BHEL for approval.	
3.	Comply to accept the delivery conditions and delivery period as stated in tender documents	
4.	Comply to include Packing & forwarding charges, Freight and Insurance Charges if any	
5.	Comply – BHEL have the rights to evaluate the offers and “ In the Course of evaluation, If more than one bidder happens to occupy L-1 Status, effective L-1 will be decided by soliciting discounts from the respective L-1 Bidders. In case more than one bidder happens to occupy L-1 Status even after soliciting discounts, the L-1 bidder shall be decided by toss/draw of lots, in the presence of respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL’s decision in such situations shall be final and binding.”	
6.	Agreed that the Rates quoted shall be firm during the entire duration of the contract	
7.	Kindly indicate the import content in % age of quoted value (Please refer Clause No.2.3 of Taxes & Duties in Annexure-II) & indicate details such as Country of Origin and Item description and quantity (BIDDER SHOULD NOT INDICATE PRICE HERE) Note: In case the above declaration is not given, it is presumed that there is no import content in the value of supplies of the bidder and hence Essentiality certificate will not be issued	

Sl.No	DESCRIPTION	Vendor to indicate their Acceptance and confirmation and provide Details of supporting documents uploaded
8.	a) NO DEVIATION CERTIFICATE in Letter Head (Same to be Attached In Attachment Section. Vendor offer liable to be rejected if not submitted) – mandatory b) Unpriced Price Schedule (To be attached in attachment Section)-Mandatory	
9.	LIST OF PQR (PRE-QUALIFYING) Documents with all Credentials (Same to be attached in attachment section) - mandatory	
10.	Comply to Furnish Scanned Copy of Entire Tender Documents Signed & Stamped in each page by authorized representative of the bidder except price bid (same to be attached in attachment section).	
11.	Comply to furnish the scanned copy of Power of Attorney (To be typed on non-judicial Stamp Papers of appropriate value as applicable and Notarised) Document for Submission of Tender , negotiations and Signing Contract Agreement along with offer. Offers without valid Power of attorney Document will be summarily rejected and will not be Considered for further evaluation by BHEL (scanned copy to be attached in attachment section) - mandatory (bids are liable to rejected if PoA is not submitted.)	
12.	Comply to Furnish Scanned Copy of duly filled in Integrity Pact (IP) document as in Annexure-I & IA. (scanned copy to be attached in attachment section) – Applicable And Mandatory (need to be submitted)	
13.	Whether falling under MSME category (Proof to be attached in attachment section) - - mandatory to be specify	
14.	Certification for local supplier category as per Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry provided and uploaded in Attachment section (mandatory) .	
15.	Comply to BHEL Payment Terms as per Tender	
16.	Comply to BHEL LD Clause as per Tender	
17.	Comply to General Conditions of contract (GCC)	
18.	Comply to Special Conditions of contract (SCC)	
19.	Comply to Participate in Reverse Auction & contact person details	

Tender document no: ENQ:21:PS:0005:PUR:1

Date: 04/02/2022

Sl.No	DESCRIPTION	Vendor to indicate their Acceptance and confirmation and provide Details of supporting documents uploaded
20.	GST Registration No & details (same to be attached in attachment section).	
21.	Authorized Contact Person Name , Mob No etc	
22.	GeM Seller ID 1. Bidder to Indicate Seller ID, if already registered in GeM 2. If GeM Seller ID not available, Status of GeM registration to be indicated (Note: GeM Seller ID is mandatory before placement of order/award of contract for goods and services to the successful bidder (s), for orders exceeding Rs.25 lakhs. May refer Department of Expenditure (DoE) OM no.6/9/2020-PPD dated.24.08.2020)	

(Signature of Bidder with seal)

Date :

Date: 04/02/2022

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020
AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

...

...

...

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

**** - Strike out whichever is not applicable.**

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

Date: 04/02/2022

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref : 1) NIT/Tender Specification No:
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ *(specify the name of the organization here)*, is not from such a country / has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT))*; and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. *(attach relevant valid registration, if applicable)*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

DECLARATION BY AUTHOR SED SIGNATORY OF BIDDER

Form No: F-02 {Rev 00}

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Declaration by Authorised Signatory

Ref : 1) NIT/Tender Specification NO'

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge, I have gone through the specifications conditions, stipulations and all other pertinent issues till dater and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed : **Power of Attorney**

POWER OF ATTORNEY FOR SUBMISSION OF TENDER

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I / We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector Southern Region, Tek Towers, Chennai-35 in connection with
..... vide Tender Specification No : _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director / CMD / Partner / Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness Notary Public

Authorized Signature & Office Seal / Date

MSME CERTIFICATE

Certificate by Chartered Accountant on letter head

This is to Certify that M/S (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) dtd:..... Category: (Micro /Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs..... Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs..... ..Lacs for..... Micro I Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of
Proprietor/Partner(s)/Director(s) employed in BHEL.

Tick (v) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL
- OR
2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

Tender document no: ENQ:21:PS:0005:PUR:1

Date: 04/02/2022

FORMAT FOR SEEKING CLARIFICATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Request for Clarification

Ref: 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

Sl no	Reference of clause Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

Tender document no: ENQ:21:PS:0005:PUR:1

Date: 04/02/2022

TO BE TYPED ON BIDDER'S LETTER HEAD

CERTIFICATE FOR NO DEVIATION

THIS IS WITH REFERENCE TO TENDER ENQUIRY No. ENQ:21:PS:0005:PUR:1 FOR PROVIDING, INSTALLING AND HANDING OVER OF TWO COVERED COAL SHEDS COVERING THREE COAL STOCK PILES USING TUBULAR STEEL SECTIONS CONFORMING TO IS 1161 / IS 4923 AND STEEL STRUCTURAL SECTIONS CONFORMING TO IS 2062-2006, ROOF MONITOR IF REQUIRED SHALL BE PROVIDED ON FULL LENGTH AS PER THE REQUIREMENT FOR 2 X 660 MW - ENNORE SEZ SUPERCRITICAL THERMAL POWER PROJECT AT ASH DYKE OF NCTPS.

I, _____ OF
M/S _____ HEREBY CERTIFY THAT THERE IS NO
DEVIATION FROM THE TENDER CONDITIONS EITHER TECHNICAL OR COMMERCIAL AND I AM
AGREEING TO ALL THE TERMS AND CONDITIONS MENTIONED IN THE TENDER SPECIFICATION.

SIGNATURE OF THE TENDERER

OFFICE SEAL

INTEGRITY PACT (IP)

Annexure - I

Integrity Pact (IP)

- a) IP is a tool to ensure that activities and transactions between the company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as per format given at Volume 1D Formats (refer as in Annexure-IA) of this tender is to be submitted (duly signed and stamped by the authorized signatory who signs in the offer) along with Techno Commercial 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.

Details of IEM for this tender is furnished below:

Sl.No	IEM	Phone & e-mail
01	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
02	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

- b) Please refer section- 8 of the IP (refer as in Annexure-IA) for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Note: No routine correspondence shall be addressed to the IEM (Phone / Post / E mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issued shall be addressed directly to the tender issuing (Procurement) department. For all clarifications / issues related to the tender, please contact:

1. Mr.S.PRABHU KUMAR / AGM-Purchase,
BHEL,PSSR(HQ) CHENNAI , Tek Towers, No. 11, Old Mahabalipuram Road

Okkiyam Thoraipakkam, Chennai - 600097

Ph: 044-28286765, sprabhu@bhel.in

Annexure – I A

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 1 10049 (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 ENQUIRY No. ENQ:21:PS:0005:PUR:1 FOR PROVIDING, INSTALLING AND HANDING OVER OF TWO COVERED COAL SHEDS COVERING THREE COAL STOCK PILES USING TUBULAR STEEL SECTIONS CONFORMING TO IS 1161 / IS 4923 AND STEEL STRUCTURAL SECTIONS CONFORMING TO IS 2062-2006, ROOF MONITOR IF REQUIRED SHALL BE PROVIDED ON FULL LENGTH AS PER THE REQUIREMENT FOR 2 X 660 MW - ENNORE SEZ SUPERCRITICAL THERMAL POWER PROJECT AT ASH DYKE OF NCTPS. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s). In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular. before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process 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 or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD. BHFI_ within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the C: MD, BI IEL, a substantiated suspicion of an offence under relevant IPC / PC Act , and the CMD , BI-IEL has not , within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may **also transmit this information** directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

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

Place-----

Date-----

Witness: Witness: -----
(Name & Address) -----

Witness: Witness: -----
(Name & Address)-----

CONSORTIUM AGREEMENT
(To be executed on Rs. 100/- Non – Judicial Stamp Paper)

THIS AGREEMENT is made and executed on this day of at

BY AND AMONG

M/s, a company incorporated under the Companies Act, 1956 having its registered office at..... and office amongst other places at..... (herein after called the "Prime Bidder", which expression unless contrary to the context thereof shall mean and include its successors, administrators, executors and permitted assigns);

AND

M/s, a company incorporated under the Companies Act, 1956 having its registered office at _____ and office amongst other places at (herein after called the "Secondary Bidder", which expression unless contrary to the context thereof shall mean and include its successors, administrators, executors and permitted assigns).

AND

M/s, a company incorporated under the Companies Act, 2013 having its registered office at _____ and office amongst other places at (herein after called the "Third Bidder", which expression unless contrary to the context thereof shall mean and include its successors, administrators, executors and permitted assigns).

The Secondary Bidder and the Third Bidder are hereinafter collectively referred to as "Consortium Partners"

WHEAEAS, Bharat Heavy Electricals Ltd , a company incorporated under the Companies Act, 1956, a Government of India Undertaking (hereinafter referred to as "BHEL"), proposes to issue / issued an NIT (hereinafter referred to as "the NIT") inviting bids from the individual Bidders for undertaking the work of at (herein after referred to as "the Works"). WHEREAS the NIT enables submission of a bid by a consortium subject to fulfilment of the stipulations specified in the NIT.

WHEREAS the Prime Bidder and the Consortium Partners are contractors engaged in the business of carrying out various items of works as mentioned in the NIT. WHEREAS the Prime Bidder itself is meeting all the qualifying requirements except the qualifying requirements of as mentioned in the NIT and the Consortium Partners fully meet the balance part of the qualifying requirements as detailed in the NIT.

AND WHEREAS the Prime Bidder and the Consortium Partners proposes to jointly participate in the NIT and in order to fully meet the qualifying requirements of the NIT, the Prime Bidder and the Consortium Partners have agreed to form a consortium hereinafter known as "Consortium".

WHEREAS the parties have agreed to certain terms and conditions in this regard:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above premises, the Prime Bidder and the Consortium Partners, do hereby unconditionally and irrevocably agree as follows:

1. The Prime Bidder and the Consortium Partners jointly agrees to designate the Prime Bidder as the Leader of the Consortium and will be responsible for the Work.
2. The Prime Bidder shall submit its proposal in response to the NIT of BHEL as detailed in the Bid doc. no. < TENDER REF-----> on behalf of the Consortium.
3. The Prime Bidder shall undertake the following part(s) of the Work as detailed in the NIT namely;.....
4. The Secondary Bidder shall undertake the following part(s) of the Work as detailed in the NIT namely;.....
5. The Third Bidder shall undertake the following part(s) of the Work as detailed in the NIT namely;.....

The detailed description of the Work undertaken by the Consortium is mentioned in the Schedule annexed hereto, which forms integral part of this agreement.

5. The Consortium hereby declare and confirm that, each of them will fulfil the required minimum qualifying requirements as prescribed in the NIT for the works agreed to be undertaken by them as mentioned in the Schedule hereto.
6. The Consortium agrees that, all of them shall be jointly and severally responsible for the completion of the Works as per the time schedule. Further, if BHEL or owner sustains any loss or damage on account of any breach of the Work contracts, the Consortium jointly and severally undertake to promptly indemnify and pay such losses / damages caused to BHEL on its demand without any demur, reservation, contest or protest in any manner whatsoever.
7. The Consortium agrees that, and undertake that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Equipment (MMEs), Men and Machineries etc. for the proper and effective execution of the Works to be undertaken by them as specified here-in-below in the Schedule.
8. It is agreed inter-se the Consortium that, all the consequences liabilities etc., arising out of any default in the due execution of the said Works shall be borne by the party in default, that is by party in whose area of works default has occurred. Nonetheless, it is agreed by the Consortium that, they shall be jointly and severally responsible for satisfactory execution of the Work.
9. The Consortium agrees that, they shall submit individual Contract Performance Bank Guarantee (CPBG) amounting to 10 % of the total contract value. Each CPBG submitted by the Prime Bidder and the Consortium Partners shall be in the proportion of value of Work being executed individually as indicated in the Schedule herein. The Prime Bidder further agrees to submit CPBG equivalent to 1% of the total contract value in addition to the individual CPBGs to be submitted by the Consortium Partners and the Prime Bidder individually.

9. The Consortium agrees that, no alteration or modification of the Consortium shall be done after the submission of the bids and also after award of the contract and during the currency of the contract, without the prior permission of BHEL. The Consortium agree that, they shall respectively carry out the Work for which they have been evaluated and qualified technically. However, if the Secondary Bidder or Third Bidder backs out, their CPBG shall be encashed by BHEL. In such a case, other consortium partner meeting the PQR shall be engaged by the Prime Bidder, with the prior permission of BHEL. If Prime Bidder fails to add other consortium partner or if BHEL refuses to grant permission therein, the respective work of Secondary Bidder or Third Bidder shall be withdrawn and executed at the Risk and Cost of the Prime Bidder, being the Leader of the Consortium along with applicable BHEL overhead. In any case, the new consortium partner shall submit fresh CPBG, as applicable.

10. The Consortium agree that, this agreement shall remain valid for six months from the date of bid submission, duration of Work contract including extension if any and till satisfactory performance of the Works including discharge of the warranty obligation in the event the Contract is awarded to the Consortium.

11. The Consortium undertakes that they have the power, authority and legal capacity to collaborate and participate in the bid and due execution of the Works, in the event the contract is awarded to the Consortium and the performance and observation of the obligations do not contravene any existing law or judgement applicable in India and applicable in the territory within whose jurisdiction the Prime Bidder is incorporated.

12. It is further agreed by the Consortium that this Consortium Agreement shall be irrevocable and shall form an integral part of the agreement to be entered between BHEL and the Consortium, in the event the contract is awarded to the Consortium and shall continue to be enforceable against the Consortium herein by BHEL until the terms of the Contract in respect of the Work awarded by BHEL are fulfilled.

13. The Prime Bidder undertakes to provide to BHEL with all information at its disposal for due execution and performance of the Work, in the event the contract is awarded to the Consortium. The Consortium further undertake to inform in time each other and BHEL regarding any financial problems or other impediments including but not limited to initiation of insolvency/liquidation proceedings against each of them under the law applicable to them.

14. The Consortium shall be fully responsible, liable and accountable for all financial transactions. The Consortium herein further undertake to ensure that all applicable legal regulations are observed, appropriate records are kept of all financial transactions and appropriate documentation, including, but not limited to contracts, orders and confirmations, receipts and invoices, time sheets of staff and payroll calculations are retained for all matters, in the event the contract is awarded to the Consortium.

15. The Consortium agrees that, in the event of award of contract to the Consortium, the contract shall be signed by each member of the Consortium. Alternatively, the Prime Bidder may sign the contract subject to submission of a Power of Attorney (duly notarized) given by the Consortium Partners authorizing the Prime Bidder to sign the contract on their behalf. Nonetheless, it is agreed by the Consortium that, Prime Bidder and the Consortium Partners shall be jointly and severally responsible for satisfactory execution of the Work.

16. The Consortium agrees that, the Prime Bidder shall not participate either in an individual capacity as a bidder or as a member of another Consortium in the same tender floated by BHEL. However, the Consortium Partners may enter into consortium agreement with other prime bidders. It is further agreed that, in case of non-compliance, the consortium bid/arrangement of such prime bidders shall be rejected by BHEL.

17. The Prime Bidder unconditionally undertakes to intimate the details of any Agent/Consultant/Representative/ Retainer/ Associate/servicing facilities in India (who is not an employee of the bidder) and the commission payable and details of Permanent Account Number (PAN), GST registration, etc., of such Agent/Consultant/ Representative/Retainer/Associate in India.

19. The Consortium undertakes that, if the Consortium Partners fail(s) to perform their respective obligations including but not limited to payments to respective vendors/labourers etc., and if such failure is not resolved and performed by the Prime Bidder forthwith for Consortium Partners in default, the same shall be deemed to be a default by the Consortium and BHEL is entitled to take any steps, punitive and corrective action including the termination of contract awarded to the Consortium.

20. The Consortium undertakes that, if any of the Consortium Partners becomes bankrupt or otherwise insolvent, if the Prime Bidder fails to perform the obligations of such bankrupt or otherwise insolvent member of the Consortium, other consortium partner meeting the PQR shall be engaged by the Prime Bidder, with the prior permission of BHEL. If Prime Bidder fails to add other consortium partner, the respective work of Consortium Partners shall be withdrawn and executed at the Risk and Cost of the Prime Bidder, being the Leader of the Consortium, along with applicable BHEL overhead. In such case, the CPBGs submitted by such Consortium Partners shall be encashed by BHEL.

However, if the Prime Bidder becomes bankrupt or otherwise insolvent, in such cases, BHEL shall at its liberty either cancel the entire Contract including that of Prime Bidder and the Consortium Partners or proceed with the respective work of Consortium Partners and the respective work of Prime Bidder shall be withdrawn and executed at the Risk and Cost of the Prime Bidder, along with applicable BHEL overhead. In such case, the CPBGs submitted by the Prime Bidder shall be encashed by BHEL.

21. In case the Consortium fails in performance/withdraws, BHEL shall terminate the entire contract and the Work shall be carried out by BHEL at the Risk and Cost of Consortium (the Prime Bidder and the Consortium Partners). In such case, the CPBGs submitted by both the Prime Bidder and the Consortium Partners shall be encashed by BHEL. However, if the work of Prime Bidder is not satisfactory or has withdrawn or abandoned the Work and BHEL is satisfied with the Work of the Consortium Partners, BHEL shall at its liberty either cancel the entire Contract including that of Prime Bidder and the Consortium Partners or proceed with the respective work of Consortium Partners and the respective work of Prime Bidder shall be withdrawn and executed at the Risk and Cost of the Prime Bidder, along with applicable BHEL overhead. In such case, the CPBGs submitted by the Prime Bidder shall be encashed by BHEL.

21. The Consortium undertakes that, in case of any dispute amongst the members of the Consortium, BHEL shall not be in any way liable and the Consortium shall not be absolved from the contractual obligation in any manner.

22. The Consortium undertakes that, if, at a subsequent date, it is discovered that either the Prime Bidder or the Consortium Partners did not either possess the requisite authorization or that any part of the information provided in the NIT was not complete or accurate in any material respect, BHEL reserves the right to disqualify the Consortium from the process or terminate the contract, if the contract in respect of the Work is awarded to the Consortium.

24. It is agreed among the Consortium that the measurement books (or invoice and its supporting documents, as applicable) will be signed by the Consortium Partners responsible for respective area of work and counter signed by the Prime Bidder.

25. It is agreed among the Consortium that all the requisitions forms for drawal of materials, T& Ps, consumables etc from BHEL will be signed by the Consortium Partners responsible for respective area of work and counter signed by the Prime Bidder. Also, it is agreed that the clarifications / correspondences / MIR on deployment of T&Ps, manpower etc, daily progress report etc., shall be submitted to BHEL by the Consortium Partners for their portion of work through the Prime Bidder.

26. It is agreed among the Consortium that all the statutory requirements shall be fulfilled by the respective Consortium Partners. If the Consortium Partner fails, the Prime Bidder will fulfil for such Consortium Partners.

27. It is agreed among the Consortium that the Prime Bidder shall pay the running bill of Consortium Partners within three days of receipt of payment from BHEL.

28. It is agreed among the Consortium that the Prime Bidder reserves the right to terminate / withdraw partly or fully/ short close/ the works of the Consortium Partners in case the consortium member(s) fail(s) to perform to the satisfaction of BHEL, only after prior permission from BHEL in writing.

29. It is agreed among the Consortium that the reconciliation of materials, T&Ps, consumables etc received from BHEL shall be the responsibility of the Prime Bidder along with the Consortium Partner.

30. It is agreed among the Consortium that the final bill of the Consortium members shall be settled by the Prime Bidder only after clearance from BHEL.

31. It is agreed among the Consortium that the Consortium Partners cannot claim any compensation from the Prime Bidder in case the tender submitted by the Prime Bidder is rejected by BHEL for whatsoever the reason.

32. It is agreed among the Consortium that the Consortium Partner shall submit the documents / credentials for technical competency to the Prime Bidder for the purpose of evaluation by BHEL. The financial disclosures of the Consortium Partner shall also be submitted to the Prime Bidder for evaluation by BHEL.

33. It is agreed by the Prime Bidder that it is the responsibility of the Prime Bidder to pay the Consortium Partners, the retention money withheld by BHEL towards the portion of the work carried out by the Consortium Partners for whatsoever the reason, immediately on receipt of the same by the Prime Bidder.

34. This agreement shall be governed and construed in accordance with the law in force in India and shall be subject to the exclusive jurisdiction of the courts of Chennai.

IN WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at (Place) .

WITNESS FOR

1. NAME (PRIME BIDDER)
2. OFFICIAL ADDRESS

WITNESS FOR

1. NAME (SECONDARY BIDDER)
2. OFFICIAL ADDRESS

WITNESS FOR

1. NAME (THIRD BIDDER)
2. OFFICIAL ADDRESS

SCHEDULE

The Prime Bidder and Secondary Bidder and Third Bidder shall undertake the following part(s) of work detailed in the NIT as tabulated below:

Name of the party	Name of work	Value of work in terms of percentage of total contract value (to be filled by bidder)
(to be filled by bidder)	Supply of Structural Covered Sheds	
(to be filled by bidder)	Design of Structural Covered Sheds	
(to be filled by bidder)	Erection of Structural Covered Sheds	

Note: 1. Words/ group of words/ sentence under “quote “ [] “ unquote” shall not be applicable if number of members in consortium including Prime bidder is less than three.

2. This agreement shall be signed by the POWER OF ATTORNEY (duly notarized) holder(s) of consortium member(s) including leader of the consortium.