



# BHARAT HEAVY ELECTRICALS LIMITED

## PROJECT ENGINEERING MANAGEMENT, NOIDA

Bidders to note the following Additional Terms and Conditions for subject tender-

1. Tender Type	Open Tender (Domestic-Indian)	
2. Package	PRE TREATMENT PLANT	
3. Project	2X660 MW ENNORE SEZ COAL BASED STPP AT ASH DYKE OF NCTPS, CHENNAI	
4. End Customer	TANGEDCO	
5. Executing Agency	BHEL-PSSR	
6. Nature of Package (Divisible/Non-Divisible)	Non-Divisible	
7. Technical Scope	As per Technical specification No: PE-TS-412-158-A002	
8. Schedule of Pre-Bid Discussion	Based on Bidder's request, Pre-Bid meeting shall be arranged.	
9. PVC	APPLICABLE Please refer PVC Annexure enclosed in GeM bid	
10. CIF APPLICABLE	NO	
11. QUANTITY VARIATION	AS PER GCC BOP (+/-10%)	
12. REVERSE AUCTION	YES – BID TO RA H1 ELIMINATION	
13. CUSTOMER APPROVAL REQUIRED	YES	
14. Eligibility of Local Supplier as per Make in India Guideline	Only Class I Supplier (with local content 60% and above)	
15. HSE Guideline	Not Applicable <b>Same may please be downloaded from BHEL PEM Website - <a href="https://pem.bhel.com/Current_Tender.aspx">https://pem.bhel.com/Current_Tender.aspx</a></b>	
16. Prequalification Requirement	Financial PQR-NO	Technical PQR- YES
17. Delivery terms for Supply portion	FOR Despatch Station	
18. Bid Security/ Earnest Money Deposit (EMD)	<b>EMD is applicable. EMD amount shall be Rs. 6 Lakh.</b>  EMD is to be submitted by the all bidders along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).  <b>Modes of deposit</b>  The EMD may be accepted only in the following forms:	



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	<p>i) Electronic Fund Transfer credited in BHEL account (before tender opening)</p> <p>BHEL-PEM account details are as follows:</p> <p>Bank name, State Bank of India Account No: 39922687394 IFSC: SBIN0017313 BRANCH-CAG II NEW DELHI</p> <p>ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer).</p> <p>iii) Fixed Deposit Receipt (FDR)</p> <p>iv) Bank Guarantee from any of the Scheduled Banks (refer Annexure A along with GeM Bid/NIT for BG Format)</p> <p>v) Insurance Surety Bonds.</p> <p><b>Validity period of EMD</b></p> <p>The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p>EMD shall not carry any interest</p> <p><b>Forfeiture of EMD</b></p> <p>I. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>II. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on <a href="http://www.bhel.com">www.bhel.com</a>)" and forfeited/ released based on the action as determined under these guidelines.</p> <p><b>Return of EMD</b></p> <p>I. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, Bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.</p> <p>II. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.</p>
19. Performance Security (PS)	<p>I. Initially <b>10%</b> of the contract value (total order value in case of GeM POs excluding PVC/total Ex-works price in case of outside GeM POs excluding PVC). However, 5% of the contract value (as above) will be released after</p>



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completion of Main Supply based on certification by Project Group/Purchaser

OR

- II. 5% of the contract value (total order value in case of GeM POs excluding PVC/total Ex-works price in case of outside GeM POs excluding PVC). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of Main Supply based on certification by Project Group/Purchaser

#### Validity of PS

Initial validity of performance security shall be 26 months from LOA date (Considering delivery period of 6 months + 18 months guarantee period + 2 months claim period is already mentioned in GTC cl no. 7.ii GeM 3.0). Further, extension if any shall be as per GeM Terms.

#### Modes of deposit

Performance security may be furnished in the following forms:

- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Performance Security is to be furnished within 14 days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

#### Remarks for PS

- The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.
- Performance security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.



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	The Performance Security shall not carry any interest.
20. Breach of contract, Remedies and Termination	<p>In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:</p> <p>(i) encashment of security instruments like EMD, Performance Security with with executing agency (PS-Regions/PEM as applicable) against the said contract</p> <p>(ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Vendor, retention amount etc. with executing agency (PS-Regions/PEM as applicable)</p> <p>(iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL</p> <p>(iv) if recovery is not possible then legal remedies shall be pursued</p> <p>The balance scope shall be got done independently without Risk &amp; Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
21. Integrity Pact Applicability -	YES
<b>22. Bidders can to download detailed technical specification number- PE-TS-412-158-A002 at <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> and <a href="http://www.bhel.com">www.bhel.com</a></b>	
23. Bidders are requested to refer clause no 26.0 (Make in India) of GCC-BOP.	
<p>"For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non Local supplier and purchase preference to Class I local supplier is as defined in Public Procurement (Preference to Make India), Order 2017 dated 16.09.2020 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT." This package is not divisible in nature. The margin of purchase preference shall be as per order dtd. 16.09.2020. <b>For this tender, offer from only class-1 local suppliers (meeting minimum 60% local content requirement) shall be considered.</b></p> <p>Bidders are required to provide the following along with the part-1 bid:</p> <ul style="list-style-type: none"><li>• Provide a certificate (in line with attached draft) giving the percentage of local content.</li><li>• Provide the details of the location(s) at which the local value addition shall be made.</li></ul>	
24. Please furnish land border certificate as per enclosed format dully signed and stamped by Director or Company Secretary or authorised person by Board of the Company.	
25. In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL. Shri Otem Dai, IAS (Retd.) (iem1@bhel.in) Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in)	



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Shri Mukesh Mittal, IRS (Retd.) ([iem3@bhel.in](mailto:iem3@bhel.in))

### 26. Delivery Schedule shall be as follows-

- Main Supply (along with commissioning spares) – 6 months from the date of LOA
- Mandatory Spares - 3 months from approval of BBU of mandatory spares by BHEL
- Supervision of E&C -Personnel for supervision of E&C shall be deputed within 10 days of intimation.
- Trial Run and Performance Guarantee test-Personnel for Trial Run and Performance Guarantee test shall be deputed within 10 days of intimation.

Note: Above delivery conditions are to be complied by bidder strictly

Delivery on GeM portal shall be selected as 999 days. Same shall be indicative to suffice the GeM portal requirement.

### 27. Payment Terms –

#### Main Supply -

i) Payment of 80% of basic price of materials supplied, as per approved billing schedule, along with 100% freight, taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on pro-rata basis.

ii). 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 Purchaser. Collection of Material Receipt Certificate from Site and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor

iii). 5 % of basic price along with taxes (as applicable) shall be released on pro-rata commissioning of individual sub-system, on submission of protocol, duly signed by BHEL site official(s) and customer (so that vendor will be liable to supply all items)

vi) 10% of basic price of materials supplied shall be released against (2.5% against each activity) the completion of: (a) Trial run of the system/ package; (b) Successful completion of the PG test/ demonstration test of the system/ package, as applicable; (c) Submission of final documents, e.g. As built drawings, O&M manual etc. as applicable and (d) Liquidation of Punch Point.

#### Mandatory Spares

As per clause no. 9.1.1 of GCTC of GCC BOP

#### Supervision of E&C

As per clause no. 9.4 of GCTC of GCC BOP

#### Trial Run and Performance Guarantee test

As per clause no. 9.4 of GCTC of GCC BOP

Provision of offline payment in GeM shall be utilized.

### 28. Evaluation Criteria - Total Package Price (including freight and taxes)

Bidder has to quote the total package price of complete scope, as per technical specification, in GeM. Price break up of total package price shall be provided by bidder in price format uploaded in GeM.

In case of discrepancy between total package price and price break up, total price quoted on GeM shall prevail and break up shall be corrected accordingly.



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**29. In case of single qualified bid, price bid of single qualified bidder shall be opened.**

30. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:
- Amendments to Purchase Order/ Work Order/ Framework Agreement
  - Purchase Order/ Work Order/ Framework Agreement
  - Letter of intent (LOI)/ Letter of Award (LOA)
  - Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions
  - The final set of deviations acceptable to purchaser with loading as specified in relevant section.
  - Corrigenda to NIT, with those of later date having precedence over those of earlier date
  - Enquiry letter along with Buyer specific ATC and annexures except documents listed in point no (vii) to (ix) below
  - Technical specifications
  - Special Conditions of Contract (SCC)
  - GeM GTC latest version applicable as on enquiry date.

**Bidders to note the following Additional Terms and Conditions for subject tender-**

**1. Insurance Deductibles and Excess:**

For Marine Cover: Rs 20,000/-

For Storage /Erection and Testing Cover:

- Normal Period: 5 % of the claim amount subject to a minimum of Rs. 2.25 Lakh.
- Testing Period: 5% of the claim amount subject to minimum of Rs. 6.0 Lakh.

Act of God Perils: - 10% of the claim amount subject to minimum of testing period excess.

Fire / Explosion Claims: 20% of the claim amount subject to minimum of testing period excess

Extended Maintenance Cover/ Defect Liability Cover: As applicable for testing period excess.

Third Party Liability: The policy excesses (normal/testing periods) shall apply for third party liability property damage claims also. For third party liability claims arising out of acts of GOD perils. The excess applicable to AOG claims shall apply.

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

2. Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents:
- 90 days for non MSME as per MSMED Act
  - 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
  - 60 days for vendors qualified as Medium Enterprises as per MSMED Act.

Notes:



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1. 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.
2. Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of remaining payments.
3. Bidder to note that this is an **Open Tender enquiry** & PBO/RA participation shall be subject to following condition:

**a. Qualifying Technical & Financial Pre-Qualification Requirement.**

**b. Techno-commercial acceptance of offer by BHEL-PEM.**

**c. Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder in the format. Accordingly, bidders are requested to submit credential along with their technical bid.**

The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at [www.pem.bhel.com](http://www.pem.bhel.com) -->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

4. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).

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

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

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit 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.

1.2.2. The bidder/ supplier/ contractor 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.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or 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/ supplier/ contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/or under applicable legal provisions".



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5. Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e - mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
6. Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dated 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.
7. This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated.20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the items/Package"
8. Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
9. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines
10. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - a) they have controlling partner (s) in common;' or
  - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
  - c) they have the same legal representative/agent for purposes of this bid; or
  - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
  - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
  - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
    1. The principal manufacturer directly or through one Indian agent on his behalf; and
    2. Indian/foreign agent on behalf of only one principal,'or
  - g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
  - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "
11. Bidder to quote non-zero freight %.




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12. "Self-declarations/ auditor's/ accountant's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07- 2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee."
13. Bidder to agree with all the clauses except (clause no-6.0 to 9.0, 13.0, 15.0 & 25.0 of ITB of GCC-BOP, 11.0 & 27.0 of GCTC of GCC-BOP) of GCC BOP (available on [www.pem.bhel.com](http://www.pem.bhel.com)) & SCC Rev-01 of the project.
14. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Sanjeev Kumar/Dy. Engineer- BOP M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: <a href="mailto:sanjeev_k@bhel.in">sanjeev_k@bhel.in</a> Ph. No. 9958175655	Sumeet Sahay/MGR-BOP M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: <a href="mailto:sumeetsahay@bhel.in">sumeetsahay@bhel.in</a> Ph. No. 09999498202
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**BHEL-PEM-MAUX**  
**PRE-QUALIFICATION CRITERIA**

	<b>PACKAGE: PRETREATMENT PLANT</b>  <b>PRE-QUALIFICATION REQUIREMENT</b>	PE-PQ-999-158-A001	
		DATE	29/04/2016
		REV NO	00

1.0	<p>Supplier should have capabilities for design/ manufacture and having in-house/ out-sourced facility for testing of Pre-treatment Plant.</p> <p>Pre-treatment Plant minimum output capacity of each clarifier / clarifloculator of 750 m3/hr with associated mechanical &amp; dosing system capable of producing outlet quality with suspended solid / turbidity less than equal to 15 PPM/NTU.</p>
2.0	<p>The supplier has to submit either of following supporting documents meeting above mentioned pre-qualifying requirement</p> <ol style="list-style-type: none"> <li>a. Copy of minimum one (1) performance certificate in English from end user along with copy of related Purchase Order (PO) or letter of intent (LOI) or letter of award (LOA) or work order (WO) specifying that the system/package is running successfully for one (1) year from date of commissioning meeting the minimum pre-qualifying requirement. OR</li> <li>b. Minimum two PO/ LOI /LOA/ WO placed with a minimum gap of one (1) year from same purchaser meeting the minimum pre-qualifying requirement. OR</li> <li>c. Minimum one PO/ LOI /LOA/ WO after commissioning of first order from same purchaser meeting the minimum pre-qualifying requirement. OR</li> <li>d. In case, vendor has executed contract (s) for BHEL-PEM, internal assessment by BHEL-PEM shall be followed for evaluation for satisfactory performance. For this, vendor to submit the request along-with relevant documents. OR</li> <li>e. Minimum three customer's/ third party's inspection reports/ test certificates/commissioning certificates meeting the minimum pre-qualifying requirement.</li> </ol>
3.0	<p>Minimum two (2) nos. Purchase orders, shall be submitted which should not be more than twenty (20) years old as on date of bid submission, for establishing continuity in business.</p>

In case supplier is not OEM the offer shall be evaluated as per point no 1 of general PQR enclosed as Annexure-A

## General Points of PQR

1. Offers of the JV companies/ Joint Bidders/ bidders having collaboration/ licensing agreement/ MOU/ Indian subsidiaries shall be evaluated as follows:
  - a. If bidder happens to be an Indian subsidiaries of foreign OEM, then the credentials of the foreign OEM can also be considered for meeting PQR.
  - b. If bidder happens to be the Joint Venture Company, then the credentials of any of JV partners can be also considered for meeting PQR.
  - c. If bidder happens to bid jointly with their partner, then credentials of both the partners will be considered for meeting PQR as per distribution of the work. In all such cases, lead bidder as specified in bid documents shall be responsible for overall execution of the contract and all guarantee/ warranty.
  - d. If bidder happens to be the having valid collaboration agreement/ MOU/ licensing agreement with some other company, then the credentials of collaborator/ MOU partner/ licensing company can also be considered for meeting PQR.

Note: If bidder(s) qualifies on the basis of credentials of his principal/ JV partner/ Collaborator/ joint bidder etc., then the principal/ JV partner/ Collaborator/ MOU partner/ joint bidder shall be responsible for overall design vetting and warranty/ guarantee of the package. The scope matrix clearly defining their respective roles including design vetting, manufacturing of critical component, E&C etc. etc. and warranty/ guarantee shall be submitted along with the offer.

2. Bidder to note that the arrangement of bidding (joint bid partners/ collaborator/ MOU partner/ licensing company etc.) once offered to BHEL as a part of bidding documents cannot be changed till the execution of the project.
3. Consideration of offer shall be subject to customer's approval of bidders, if applicable.
4. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.
5. Any other project specific requirement shall be as per Annexure-I and bidder shall submit relevant supporting documents.
6. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
7. After satisfactory fulfillment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

PRICE FORMAT												
NAME OF PROJECT:		2X660 MW ENNORE SEZ STPP, CHENNAI			Vendor Name							
NAME OF PACKAGE:		PRE TREATMENT PLANT										
TECHNICAL SPECIFICATION:		PE-TS-412-158-A002										
SCOPE				Supply			Service		Taxes			
S. No.	DESCRIPTION	UNIT	QTY	Total Ex-Works (excluding GST) (INR)	Freight in %	Total Freight	Unit Price (INR)	Total Price (INR)	GST type	GST rate in %	GST amount in Rs.	Total Price Including Freight & GST (INR)
1.0	Total lump sum firm price for <b>SUPPLY PART, SERVICES PART [INCLUDING SUPERVISION OF ERECTION AND COMMISSIONING INCLUDING ASSEMBLY AT SITE FOR ONE FIFTY (150) MANDAYS] &amp; MANDATORY SPARES</b> comprising of design (i.e. Preparation and submission of drawing/ documents including " As Built " drawings and O&M Manuals), engineering, manufacture, fabrication, assembly, inspection & testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles (as applicable), fill of Chemicals, lubricants & consumables, spares for erection, start up and commissioning as required, forwarding, proper packing, shipment and delivery at site, <b>Supervision of erection &amp; commissioning including assembly at Site</b> , carrying out Trial Run and Performance Guarantee test at site, training of customer/ client O&M staff & final handing over to end customer in flawless condition for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Set	1									₹ -
2.0	<b>MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE.</b>											
2.1	Total lump sum firm price for <b>SUPPLY PART</b> comprising of manufacture, fabrication, assembly, inspection & testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles (as applicable), fill of lubricants & consumables (including chemicals), along with spares for erection ,start up and commissioning as required, forwarding, proper packing, shipment and delivery at site for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Set	1			₹ -	NA				₹ -	₹ -
2.2	Total lump sum firm price for <b>SERVICES PART</b> comprising of carrying out <b>Trial Run and Performance Guarantee test</b> at site , training of customer/ client O&M staff & final handing over to end customer in flawless condition for project and package specified complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Set	1	NA				₹ -			₹ -	₹ -
2.3	Total lump sum firm price for Mandatory spares comprising of manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, forwarding, proper packing, shipment, delivery at site & guarantee as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. <b>(Price break up of mandatory spares is to be furnished as per Annexure- I).</b>	Set	1	₹ -		₹ -	NA				₹ -	₹ -
2.4	Supervision of Erection and Commissioning including assembly at site (By Experienced/Capable Engineer). Lump sum supervision charges for <b>Three (3)</b> visits each of <b>Fifty (50) mandays</b> to <b>Supervise in Erection and Commissioning including assembly at site</b> in totality [Total <b>One Fifty (150) mandays</b> in <b>Three (3)</b> visits excluding the travel time]. The prices for Visit shall be inclusive of charges of Air-Fair/Rail-Fair, Boarding/Lodging, local conveyance, medical, Insurance etc. <b>(Price break up is to be furnished as per Annexure- II).</b>	Set	1	NA			₹ -	₹ -			₹ -	₹ -

Annexure-I (List Of Mandatory Spares)			
NAME OF PROJECT:		2X660 MW ENNORE SEZ COAL BASED STPP	
NAME OF PACKAGE:		PRE-TREATMENT PLANT	
Sl. NO.	PARTICULARS	QUANTITY	Total Ex-Works Price (INR)
<b>1.0</b>	<b>CIRL DIAPHRAGM VALVE</b>		
1.1	Complete valve	Two (2) Nos. each of different size of valve in the system	
1.2	Diaphragm	Five (5) Nos. each of different sizes valves	
1.3	Valve spindle	Two (2) Nos. each of different sizes valves	
<b>2.0</b>	<b>Other type valve (except Control Valve )</b>		
2.1	Complete valve	One (1) No. each of different size of valve in the system	
2.2	Sampling & needle valve	Four (4) Nos. each type & size	
<b>3.0</b>	<b>Pressure Gauge</b>	Two (2) Nos. for each Range/Type	
<b>4.0</b>	<b>Level Gauge</b>		
4.1	Glass Tube	Five (5) Nos. for each size	
4.2	Off-set valve	Two (2) Nos. for each size	
<b>5.0</b>	<b>Level Switch (conductivity type)</b>		
5.1	Float & Rod Float & Rod	One (1) No. for each size	
5.2	Switch Assembly	One (1) No. for each size	
<b>6.0</b>	<b>Clariflocculator Bridge</b>		
6.1	Worm gearbox	One (1) No.	
6.2	Shaft for trailing wheel	One (1) No.	
6.3	Flocc. Drive head complete with bevel & pinion set.	One (1) No.	
6.4	Central bearing housing complete.	Two (2) Sets	
6.5	Current collectors.	One (1) Set	
6.6	Weir with stuffing box.	One (1) No.	
6.7	Bearing; Impeller with shaft & gear unit for each type and size of air blowers.	Two (2) Sets	
6.8	Floats for each size and type with links & levers	Two (2) Sets	
6.9	Bearings & brake linings for each type & rating of hoists.	Two (2) Sets	
6.10	Rope grid & complete length of wire rope for each type of hoists rating	One (1) No.	
6.11	Bearings; shaft sleeve; impeller; and mechanical seal for each type & duty parameters of pump sets.	One (1) set each	
6.12	Controller valve assembly complete.	Two (2) No.	
6.13	Periphery drive worm gearbox coupling.	Two (2) No.	
<b>7.0</b>	<b>415 V Motors</b>		
7.1	Terminal plates	10 Nos. each for small motors upto 30 kW & 4 Nos. each for more than 30 kW	
7.2	Heaters	2 sets	
7.3	Greasing arrangements	4 sets each type of motor	
7.4	Motor of each type and rating	10% of the installed quantity or minimum 1 number whichever be higher	
7.5	Bearings (DE and NDE) for each type and rating of motor	4 sets	
<b>8.0</b>	<b>BATTERY</b>		
8.1	Battery cell	10 nos.	
8.2	MT cell container of each type	10 nos.	
8.3	Level indicator	6 nos.	
8.4	Vent plugs	12 nos.	
8.5	Inter-cell connector	10 nos.	

SI. NO.	PARTICULARS	QUANTITY	Total Ex-Works Price (INR)
8.6	Set of nuts, bolts and washer	12 nos.	
11.0	Each type of lamps, PBs, ILPBs, fuse, MCB, MCCB used in the equipment/system.	20% of Installed of each type.	
12.0	<b>Measuring Instruments</b>		
12.1	<b>Indicators, Recorders, Electrical Metering and Skid Mounted Instruments</b>		
12.1.1	Indicators, recorders and meters offered from each model for the project. These instruments shall be supplied with three sets of blank scales.	10 % of Installed of each type/Model or a minimum of one number for each model and type, whichever is more.	
12.1.2	For skid mounted instruments (As applicable)	10% of total number of instruments for each Type and model or a minimum of one number for each model and type, whichever is more.	
12.1.3	Temperature Transmitters and Electronic Transmitters (For Pressure, DP, Temp, Flow, Level), Temperature, Pressure, Flow & Level Switch, safety switches, Gauges, meters, Transducer or any other instrument etc.	10% of total number of Instruments/transducers offered for each model and type for the project or a minimum of one number, whichever is more.	
13.0	<b>Erection hardware</b>		
13.1	Instrument valves	Ten (10) percent of each type & Size installed	
13.2	Condensate pots of each type & Size installed	Ten (10) percent of total number of Installed or four numbers whichever is higher .	
13.3	Manifold	Ten (10) percent of each type & Size installed	
13.4	Fittings	Ten (10) percent of each type & Size installed	
14.0	<b>Control valves, Power Cylinder, Control Dampers, Actuators and Accessories</b>		
14.1	Following spares shall be provided for control valves, Power Cylinder, Control Dampers as applicable.		
14.1.1	One set of spare control valve stem packing for each control valve.		
14.1.2	Two moulded rubber diaphragms for each control valve.		
14.1.3	One sets of each of O-rings and rubber gaskets for each control valve.		
14.1.4	100 percent qty. of lubricants for gaskets for each control valve on one year consumption basis.		
14.1.5	2 sets of limit switches and 1 set of valve positioner for each control valve.		
14.1.6	20% of position transmitter (4-20mA) for total qty. of control valve.		
14.1.7	One (1) set of valve trims (such as plug, stem, seat ring /cage, guide bushing, stem lock pin, packing retaining ring, etc) for each control valve.		
14.1.8	One completes actuator of each type or min 10% for each type and size whichever is more.		
14.1.9	20% of Solenoid valves or min 2 no. of each type for total qty. of control valves.		

SI. NO.	PARTICULARS	QUANTITY	Total Ex-Works Price (INR)
14.1.10	20% of I to P converters, Pressure regulators.		
15.0	10% or 1 no. (whichever is more) of each type of sensor/instrument, instrumentation/mechanical fittings etc for any other electronic system.		
Total			₹ -

**Notes:**

- 1) Mandatory spares listed above is bare minimum requirement. In case any additional mandatory spares requirement is covered elsewhere in the tender specification apart from specified above, same shall be deemed to have been covered in bidders scope of supply.
- 2) Unless stated otherwise, a "set" or "Lot" means items required for complete replacement in one equipment of each type/ size/ range.
- 3) In case of Bought Out items, itemised spares list may be vendor specific and may differ from the list of spares mentioned above. In such cases, the quoted price shall be considered for applicable items only without any change in the contract price.
- 4) In case spares indicated in the list are not applicable to the particular design offered by the bidder, the bidder should offer spares applicable to offered design with quantities generally in line with the approach followed in the above list.
- 5) Any item which is quoted as "not applicable" in the above list and is found to be "applicable" at a later date shall be supplied by the Bidder without any commercial implications.

## ANNEXURE-II

<b>NAME OF PROJECT:</b>		<b>2X660 MW ENNORE SEZ STPP, CHENNAI</b>			
<b>NAME OF PACKAGE:</b>		<b>PRE TREATMENT PLANT</b>			
<b>S. No.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT RATE (INR)</b>	<b>TOTAL RATE (INR)</b>
	<b>PRICE BREAK-UP OF SUPERVISION OF ERECTION AND COMMISSIONING GIVEN IN</b>				
<b>2.4</b>	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for <b>Supervision of Erection and Commissioning including assembly at site</b> (By Experienced/Capable Engineer). Lump sum supervision charges for <b>Three (3) visits</b> each of <b>Fifty (50) mandays</b> to <b>Supervise in Erection and Commissioning including assembly at site</b> in totality [Total <b>One Fifty (150) mandays</b> in <b>Three (3)</b> visits excluding the travel time]. The prices for Visit shall be inclusive of charges of Air-Fair/Rail-Fair, Boarding/Lodging, local conveyance, medical, Insurance etc.	Lot	1		₹ -
2.4.1	LUMP SUM CHARGES PER VISIT FOR ENGINEER (EXCEPT DAILY CHARGES)	Visit	3		₹ -
2.4.2	LUMP SUM DAILY CHARGES FOR ENGINEER	Days	150		₹ -
<b>Note:</b> 1. AMOUNT PAYABLE FOR ENGINEER PER VISIT TO SITE =VISIT CHARGES AS PER SL. NO. 2.4.1 ABOVE + (DAILY CHARGES AS PER SL.NO. 2.4.2 ABOVE X NO. OF DAYS AT SITE) (TO BE CERTIFIED BY BHEL SITE).					

### **PRICE ADJUSTMENT FOR SUPPLY AND MANDATORY SPARES**

- (i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour and material components in accordance with the provisions described below:
- (ii) The price adjustment provisions shall be applicable separately for price components relating to Supply of Equipment as per price break-up furnished in the Technical Specification.
- (iii) Only following components of the Contract Price will be subject to Price adjustment:
  - (a) Ex-Works supply price of Plant and Equipment including commissioning spares, Mandatory spares.
- (iv) Price adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of Contract (INR).
- (v) The indices for price adjustment shall be as elaborated hereunder.
- (vi) The price adjustment formula for the components of the Contract Price, as mentioned at Sl.No. (iii) above, shall be as stipulated hereinafter.
- (vii) **Ex-Works Price Component of Plant and Equipments including commissioning spares, Mandatory Spares.**

It is understood that the price component of the equipments for any shipment/despatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a variable portion linked with the indices for various materials and labour (description and co-efficient as enumerated below).

The amount of price adjustment towards variable portion payable/recoverable on each shipment/despatch shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \{F + a \times A1 / A0 + Lb \times L1 / L0\}$$

Where

EC = Adjustment to Ex-Works supply Price Component expressed in the currency of The Contract (INR) payable to the contractor for each shipment/despatch.

EC1 = Adjusted Amount of Ex-Works supply Price Component expressed in the currency of the Contract (INR) payable to the Contractor for each shipment/despatch.

EC0 = Ex-Works supply Price for the plant and equipments in the currency of the Contract (INR), shipment/despatch wise.

- F shall be fixed portion of the Ex-Works Component of the Contract and shall be considered as 0.15.

- a shall be co-efficient of major materials/items involved in the Ex-Works Component of the Contract Price and shall be considered as 0.55.
- 'A' shall be published price indices of corresponding major materials/items.

Case 1: 'A', in case of all applicable supply part / component/ items etc. index for "Manufacture of Fabricated Metal Products, Except Machinery and equipment" shall be used as published by Ministry of Commerce & Industry, GOI base year 2011-12=100

- 'Lb" shall be co-efficient for labour component in the Ex-Works Component of the Contract Price which shall be considered as 0.3.

'L' shall be consumer price index number for industrial workers (All India average) as published by Labour Bureau, Shimla/RBI Base year 2016=100.

For the indices, subscript '0' refers to indices as on date of completion of delivery as per LOA.

Subscript '1' refers to indices as on date of shipment/despatch.

Note:

- 1) PVC shall be applicable only beyond original overall completion schedule as per LOA. PVC (Positive) shall be applicable only if the delay is not attributable to contractor/ vendor. However even if the delay is attributable to vendor/BHEL then also the negative price variation shall be passed on to BHEL.
- 2) The price variation shall be limited to (+) 10% of Ex-Works Supply Price including commissioning spares, Mandatory spares.

### **PRICE ADJUSTMENT FOR SERVICE PART (E&C/SUPERVISION OF E&C)**

- (i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour in accordance with the provisions described below:
- (ii) The price adjustment provisions shall be applicable for price components relating to service part (E&C) as per price break-up furnished by the Contractor.
- (iii) Only following components of the Contract Price will be subject to Price adjustment:
  - (a) Service part (E&C) component of Contract Price.
- (vi) The indices for price adjustment shall be as elaborated hereunder.
- (v) The price adjustment formula for the components of the Contract Price, as mentioned at Sl.No. (iii) above shall be as stipulated hereinafter.

#### **a) Indian Rupee Portion of the Installation Services**

ER = ER1 – ER0

ER1 will be computed as follows:

$$\mathbf{ER1 = ER0 (0.15 + L_b \times (L_1 / L_0))}$$

Where:

ER = Adjustment to Erection & Commissioning price component of contract price expressed in Indian Rupees payable to the contractor for each billing.

ER1 = Adjusted amount of Erection & Commissioning price component of contract price expressed in Indian Rupees payable to the Contractor.

ER0 = Value of the Erection & Commissioning work done in the billing period, which shall be calculated as under:

For the purpose of computing ER0, each Erection & commissioning bill (service part) during the E & C period up to the 'Completion of the Facilities' shall be calculated as described in this document.

L<sub>b</sub> – Coefficient of labour (for all categories) content in the Indian Rupee portion of the erection & commissioning =0.85

L=Indian field labour index namely, all India consumer price index for industrial workers (All India Monthly Average) as published labour bureau, Shimla, Government of India.

For the indices, subscript '0' refers to indices as on date of completion of delivery as per LOA.

Subscript '1' refers to indices as applicable for the month of execution of the E&C work





Note:

1) PVC shall be applicable only beyond original overall completion schedule as per LOA. PVC (Positive) shall be applicable only if the delay is not attributable to contractor/ vendor. However even if the delay is attributable to vendor/BHEL then also the negative price variation shall be passed on to BHEL.

2) The price variation shall be limited to +10% of total E&C price (excluding taxes).

**SPECIAL CONDITIONS OF CONTRACT (REV 02)**  
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**NCTPS,CHENNAI,JOB NO 412**

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

1.0	Project Name	2X660 MW ENNORE SEZ COAL BASED TPP.
2.0	Ultimate Customer	Tamil Nadu Generation and Distribution Corporation(TANGEDCO)
4.0	Location of Plant	<b>VAYULUR VILLAGE,CHENNAI-120</b> <b>LATITUDE:13°17' N TO 13°18' N</b> <b>LONGITUDE 80 18 E TO 80 19 E</b> <b>Nearest Airport:</b> Chennai Airport -60KM <b>Nearest Railway Station:</b> Ahipattu Pudunagar(approx. 5 Kms) <b>Nearest Road:</b> 5 KM ROAD From Pattamandiri To Site On Thiruvottiyur-Ponneri District Highway. <b>Nearest Sea Port :</b> Kamarajar Port Ltd (Formerly Ennore Port Limited).
3.0	Delivery Address (Ship To) 	Construction Manager, BHARAT HEAVY ELECTRICALS LIMITED,SITE OFFICE NCTPP STAGE II & 2X660 MW ENNORE SEZ STPP ATHIPATTU,CHENNAI-120
5.0	Consignee Address (Bill To) 	BHEL, POWER SECTOR - PROJECT ENGINEERING MANAGEMENT, POWER PROJECT ENGINEERING INSTITUTE, PLOT NO.25, SECTOR-16A, NOIDA-201301 STATE-UTTAR PRADESH
	Notes:	<ol style="list-style-type: none"> <li>1. Consignee address (BILL To) in invoice &amp; LR should be strictly as per Sl. No. 05.</li> <li>2. Delivery Address (Ship to) in invoice and LR should be as per Sl no 04.</li> <li>3. Invoice should clearly specify "Billing from" and "Shipping from" addresses.</li> <li>4. Vendor to note that to effect "Sale in Transit", BHEL shall issue "Delivery Order" to the Transporter for transferring the ownership from BHEL to customer (TANGEDCO).</li> <li>5. It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement.</li> <li>6. Delivery Order shall be carried by transporter along with other dispatch documents.</li> </ol>
6.0	Buyer and Paying Authority 	Packages for which PO is placed by BHEL-PEM. Buyer and Paying Authority shall be <b>BHEL-PEM,Noida</b> . Packages for which PO is placed by BHEL-PSSR & LOA is issued by BHEL-PEM - Buyer and Paying Authority shall be <b>BHEL-PSSR,Chennai</b> .
7.0	Mode of Dispatch	By Road/Rail/Sea on Door Delivery and freight Pre-Paid Basis.
8.0	Road Permit / E-waybill 	To be arranged by Supplier, if required

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**SPECIAL CONDITIONS OF CONTRACT (REV 02)**  
**FOR 2X660 MW ENNORE SEZ COAL BASED STPP AT ASH DYKE OF**  
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9.0	Transit Insurance	<b>In BHEL Scope.</b> Vendor shall inform the following details of dispatches to the Underwriter (refer details below) under intimation to BHEL-PEM and BHEL Site office: (1) Policy No. (2) Consignee Name. (3) Consignment Details (items with their weights and value (in INR)). (4) Project Name and P.O. No. (5) LR No. and date, Despatch origin and destination details, Inv. No.
	Policy No.	SCE - 500300/44/15/04/40000004 MARINE - 500300/21/15/02/00000005 Policy period : 15/04/2015 - 14/04/2018
	Name of the insurance company details:	Mr. Ashim Mukherjee (CRM) United India Insurance Co. Ltd -New Delhi(UIIC) (A company wholly owned by Govt. of India) D-24 & E-25, 2nd Floor, Himalaya House, 23, KG Marg, New Delhi, Pin - 110001. Mb. No. 09899720652, Telephone no.: 01123318077, 41521760 E-mail id: (akmukherjee@uiic.co.in, corpdelldel@uiic.co.in)
10.0	BHEL PEM GST Registration No.	BHEL-PEM: 09AAACB4146P2ZC <span style="float: right;">2</span>
11.0	Ultimate Customer GST & PAN NO	TANGEDCO PROVISIONAL GST REGN NO. - 33AADCT4784E1ZC PAN NO: AADCT4784E <span style="float: right;">2</span>
12.0	Unloading, Storage and Movement of Material within Site	- By BHEL site office for Supply packages. (The Vendor shall furnish LR wise Gross Wt. and net weight of the consignment in attached format annex-II for the purpose of handling the consignment by BHEL site loading/unloading contractor).  - By Vendor for Turnkey i.e. Supply and Erection & Commissioning Packages.
13.0	Provision of facilities at Site (Applicable for Turnkey Packages)	<b>Construction Power:</b> HT POWER SUPPLY (33KV/433 V OR 11KV/433V) shall be made available for erection work at the rates prevailing at the time of usage on chargeable basis as per HT tariff V (temporary construction supply) rates applicable as per TNERC tariff order. <b>Fuel and start up power required during testing, PG testing, retesting etc. shall be provided at free of cost.</b> <b>Construction Water:</b> Construction water shall be available at one point within the plant boundary on chargeable basis subject to availability.
14.0	Inspection Agency (Domestic & Imported supplies)	Later


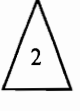
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**SPECIAL CONDITIONS OF CONTRACT (REV 02)**  
**FOR 2X660 MW ENNORE SEZ COAL BASED STPP AT ASH DYKE OF**  
**NCTPS, CHENNAI, JOB NO 412**

15.0	Dispatch Documents required (to be furnished by Vendor for payment)	<p></p> <p><b>1. For materials originating from non-Indian Territory</b></p> <p>(a). Three (3) original and Seven (7) copies of clean bill of lading or One (1) clean original Airway Bill &amp; Four (4) copies, in case of air freight.</p> <p>(b). One (1) original and Six Copies (6) copies of signed Invoices</p> <p>(c). One (1) original and Seven (7) copies of Packing List (clearly showing number of packages, gross weight and net weight).</p> <p>(d). Six (6) copies of certificate of country of origin.</p> <p>(e). Eight (8) Copies of Customer/BHEL MDCC.</p> <p>(f). Six (6) copies of inspection certificate, if any, issued by the customer/his authorised representative.</p> <p>(g). Six (6) of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment.</p> <p>(h). 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.</p> <p>(i) Shipping Specification – One (1) copy.</p> <p>(j). Quality Certificate – One (1) copy.</p> <p>(k). Approved Test Certificates, if any. - Six (6).</p> <p>(l). Guarantee Certificate – One (1) Original + One (1) copy.</p> <p>(m). Inspection Reports – One (1) Original + One (1) copy.</p> <p>(n). PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.</p> <p><b>2. For Claiming Dispatch payments (for materials originating from Indian territory), Freight, MRC &amp; Services Payments - refer GCC &amp; GCC CORRIGENDA.</b></p>
16.0	Material Receipt Certificate (MRC)	<p><b>For Packages wherever E&amp;C is in the scope of Vendor</b>, The vendor shall arrange Material Receipt Certificate from the project site, duly signed by Customer and BHEL-Site after receipt &amp; physical verification of the material at site.</p> <p><b>For Supply Packages</b>, Material Receipt Certificate shall be arranged by BHEL-PEM. Vendor to provide copy of receipted LRs to enable BHEL-PEM to obtain MRC from site.</p>

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**SPECIAL CONDITIONS OF CONTRACT (REV 02)**  
**FOR 2X660 MW ENNORE SEZ COAL BASED STPP AT ASH DYKE OF**  
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17.0	<p>Taxes &amp; Duties (For Domestic Bidder)</p> 	<p>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 <b>Project Import Regulations</b>.</p> <p>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.</p> <p>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 &amp; CIF value.</p> <p>The benefits availed in concessional custom duty must be passed onto BHEL in their offer.</p> <p>Availability of CIF for packages, if any, shall be intimated in NIT.</p> <p>Bidders has to note that in order to derive the total Landed Cost to BHEL, evaluation shall be done excluding GST quoted by bidders.</p> <p>However, same shall be re-confirmed during techno-commercial evaluation of bids</p>
18.0	<p>Taxes &amp; Duties (For Order Directly to Foreign Bidders)</p> 	<p>In case of Order on foreign Vendor, the dispatches shall be on C&amp;F basis and Taxes &amp; Duties in the country of dispatch (origin) shall be borne by Foreign Bidder &amp; to be accounted in the prices quoted to BHEL/PEM/NOIDA.</p> <p>Evaluation shall be done as per provisions of GCC and its corrigendum, if any.</p>

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**SPECIAL CONDITIONS OF CONTRACT (REV 02)**  
**FOR 2X660 MW ENNORE SEZ COAL BASED STPP AT ASH DYKE OF**  
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19.0	Packing, Identification & marking [if not specified in NIT]	<ul style="list-style-type: none"> <li>The supplier shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling &amp; transport by air, sea, rail and road.</li> <li>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.</li> <li>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.</li> <li>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 with reference to the assembly drawing and the quantity of each part, drawings nos. and tag numbers.</li> <li>Rotor bearings should not be used as a support while packing.</li> <li>Besides wherever necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.</li> <li>All packing cases, containers (excluding marine container), packing and other similar materials shall be new.</li> <li>Notwithstanding anything stated in this clause, the Contractor shall be entirely responsible for loss, damage or depreciation or deterioration to the materials &amp; supplies due to faulty and/or insecure packing.</li> </ul>
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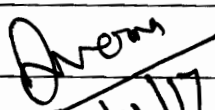
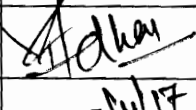
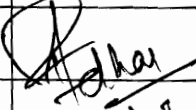
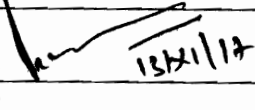
**SPECIAL CONDITIONS OF CONTRACT (REV 02)**  
**FOR 2X660 MW ENNORE SEZ COAL BASED STPP AT ASH DYKE OF**  
**NCTPS, CHENNAI, JOB NO 412**

		<ul style="list-style-type: none"> <li>One copy of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package/container for immediate reference.</li> <li>Each and every package box shall be marked with the following, as a minimum: <ul style="list-style-type: none"> <li>(i). Name and address of Consignee :</li> <li>(ii). Project reference :</li> <li>(iii). Contract No.:</li> <li>(iv). Packing No.: (1/10, 2/10, 3/10 ..... when there are 10 packages For one consignment)</li> <li>(v). Net Weight/Gross Weight :</li> <li>(vi). Port of Loading :</li> <li>(vii). Destination Port : Chennai</li> <li>(viii). Packing Mark : [symbols indicating "TOP" and other special markings as per clause 10.10.(4) &amp; 10.10.(6) above]</li> <li>(ix). Type of Equipment : <ul style="list-style-type: none"> <li>"E" (for Equipment supply)</li> <li>"T" (for Tools &amp; Tackles)</li> <li>"S" (for Mandatory Spares)</li> </ul> </li> </ul> </li> </ul> <p>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).</p>
20.0	Commissioning spares	<p>The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details (to match the description given in the packing slip) to facilitate their proper identification. Three copies of packing list is to be kept inside the box and one copy in a special packet at the outer side of the Box.</p>
21.0	Mandatory Spares	<p>The mandatory spares shall be properly packed separately in separate box indicating mandatory spares in bold letters and each spare shall be properly tagged giving details i.e item number of the equipment in line with the ultimate customer contract &amp; number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer M/s TANGEDCO.</p> <p>Three copies of packing list along with Manufacturing drawing no. Reference, Catalogue reference etc. is to be kept inside the box and one copy in a special packet at the outer side of the Box.</p>

*Overma*  
*9/11/17*



**SPECIAL CONDITIONS OF CONTRACT (REV 02)**  
**FOR 2X660 MW ENNORE SEZ COAL BASED STPP AT ASH DYKE OF**  
**NCTPS, CHENNAI, JOB NO 412**

22.0	Submission of Final Drawing / Documents along with O&M Manual, Type Test Certificates (if any)	As per GCC/ Technical specification/ Kickoff meeting.		
	Prepared By	Checked By	Reviewed By	Approved By
Name:	AKASH VERMA	SHREEDHAR SINGH	SHREEDHAR SINGH	PERMINDER SINGH
Designation:	Sr. Engr./ PG-IV	Sr MGR / PG-IV	Sr MGR / PG-IV	DH / PG-IV
Signature:				
Date:	9/11/17	9/11/17	9/11/17	13/11/17

# VENDOR'S CREDENTIALS

PROJECT:

PACKAGE:

VENDOR NAME:

CREDENTIAL BOOKLET

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## **BANK GUARANTEE FOR EMD**

Bank Guarantee No: \_\_\_\_\_

Date: \_\_\_\_\_

To,

Name & Addresses of The Beneficiary

Dear Sirs,

Beneficiary: Noida Account no. - 39922687394 IFSC Code- SBIN0017313 Branch- CAG II New Delhi (BHEL PEM Noida) (hereinafter referred to as Beneficiary / Government) Date: ..... [Insert date of issue of BG](To be insert by issuing bank) ..... Bank Guarantee No.: ..... [Insert guarantee number].....(To be insert by issuing bank)..... Bank Guarantee Amount: .....(BG Amount)..... Bid / RA No.: .....(GeM Bid No.)..... EMD Applicant / Bidder: .....NAME AND ADDRESS OF THE VENDOR / CONTRACTOR / SUPPLIER..... Guarantor: ..... [Insert name and address of the issuing Bank] .....(To be insert by issuing bank).....

Whereas Applicant / Bidder is willing to submit its bid against above referred Bid / RA by the Beneficiary on behalf of President of India/Governor of State/Chairman, CMD, Secretary, Commissioner etc. of Central/State PSUs/Departments for the supply of Goods and / or Services and as per Bid / RA conditions, Applicant is required to submit a Bank Guarantee as EMD.

At the request of the Applicant, we as Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of INR ..... (BG AMOUNT IN FIGURES AND WORDS).....(in words Indian Rupees.....) without any reservation, protest, and recourse and without the beneficiary 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 INR .....(BG AMOUNT IN FIGURES AND WORDS).....

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 hereunder and the Tenderer shall have no claim against us for making such payment.

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 Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force up to and including.....(*BG AMOUNT IN FIGURES AND WORDS*)..... and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the .....(*DATE OF EXPIRY OF CLAIM PERIOD*)..... we shall be discharged from all liabilities under this Guarantee.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... (*BG AMOUNT IN FIGURES AND WORDS*).....
- b) This Guarantee shall be valid up to .....
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_ (*DATE OF EXPIRY OF CLAIM PERIOD*)\_\_\_\_\_ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

## To be given on Letter head of Bidder

Ref: .....

Date: .....

To,

Bharat Heavy Electricals Limited  
PEM, PPEI Building,  
Plot No 25, Sector -16A  
Noida (U.P)-201301

Reference:

Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.

Tender Enquiry No-.....

Offer No-.....

Name of Package: .....

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that Company name, is not from such a country and is eligible to be considered.

Thanking You,

Yours faithfully,

(Company director seal and signature)

## To be given on Letter head of Bidder

Ref: .....

Date: .....

To,

Bharat Heavy Electricals Limited  
PEM, PPEI Building,  
Plot No 25, Sector -16A  
Noida (U.P)-201301

Reference: Tender Enquiry No-.....

Name of Package: .....

Dear Sir,

We hereby certify that items of .....(Package name)  
for.....(Project Name) offered by M/s .....(bidder's name)  
having its works/office at ..... has local content of .....%.

Further, it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017-revision, having ref. no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 & 16.09.2020 an M/s..... qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.

Details of the location(s) at which the local value addition-

Yours very truly

..... (Signing Authority Name & Sign)

..... (Firm Name)

Company Stamp
---------------

## **INTEGRITY PACT**

### **Between**

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

### **And**

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

### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

### **Section 1- Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

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

### **Section 4 - Compensation for Damages**

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

### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

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

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

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

### **Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

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

#### **Section 9 - Pact Duration**

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

#### **Section 10 - Other Provisions**

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

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

Sumeet Sahay

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

For & On behalf of the Principal  
(Office Seal)

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

Place-----

Date-----

SHARAD  
Witness:  
CHANDRA  
(Name & Address)

Digitally signed by SHARAD CHANDRA  
DN: c=IN, o=SHARAD HEAVY ELECTRICALS LIMITED, ou=POWER SECTOR,  
PROJECT ENGINEERING MANAGEMENT (PS-PEM), postalCode=201301,  
st=UTTAR PRADESH,  
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serialNumber=411869C6A63E220886465C0DC9C32D1A2B152E342C,  
98EC0B22C9D2EF81, o=SHARAD CHANDRA  
-----END-----

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_