



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Ref: PSER:PUR:PMX:374(VIII):020 (ENQ:21:PP:0015:PUR:22)

Date 27/07/2021

NOTICE INVITING TENDER

NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-1) through E-Procurement Portal <https://eprocurebhel.co.in> only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	PSER:PUR:PMX:374(VIII):020 (ENQ:21:PP:0015:PUR:22) Date:27/07/2021
ii	Broad Scope of job	"Supply of Cladding sheets & Deck sheets at 1 X 250 MW NSPCL Rourkela PP-II Expansion project".
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	General conditions of contract (Supply) <i>Applicable.</i>
B	Volume-IC	Special conditions of contract (Supply) <i>Applicable</i>
C	Volume-IE	Forms & Procedures <i>Applicable</i>
D	Volume-IF	TECHNICAL CONDITIONS OF CONTRACT <i>Applicable</i>
E	Volume-III	Price Schedule (Absolute value) – Rev-0 <i>Applicable.</i>
iv	ISSUE OF TENDER DOCUMENTS	a) Online through e-procurement platform at https://eprocurebhel.co.in b) In BHEL website (www.bhel.com & CPP Portal): For tender view purpose only. <i>Start date of the tender : 27/07/2021</i> <i>a) Applicable</i> <i>b) Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date: 03/08/2021 , Time: 14:00 Hrs. IST</i> <i>(Offer to be submitted online only through e-procurement platform at https://eprocurebhel.co.in)</i> <i>Hard copy bid or bids through email/fax shall not be accepted.</i> <i>Applicable.</i>
vi	OPENING OF TENDER	<i>Date:03/08/2021 , Time: 16:30 Hrs. IST</i> <i>Note(s):</i> <i>(1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time.</i> <i>Applicable.</i>
vii	EMD AMOUNT	<i>Not Applicable</i> <i>Not Applicable</i>
viii	COST OF TENDER	<i>Not Applicable</i> <i>Not Applicable</i>
ix	LAST DATE FOR SEEKING LARIFICATION	<i>Date:30/07/2021, Time: 11:00 Hrs. IST</i> <i>Along with soft version also, addressing to undersigned & to others as per contact address given below</i> <i>Applicable.</i>
x	SCHEDULE OF PRE BID DISCUSSION (PBD)	<i>NA</i> <i>Shall be intimated later if required.</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<i>IEM DETAILS:</i> <i>Refer Clause No 41.0 below</i> <i>Applicable</i>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax:(033) 23211960 फोन/Phone:बोर्ड/EPABX: 23398220

xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com) ; CPP portal & E-Procurement Site https://eprocurebhel.co.in only. Bidders to keep themselves updated with all such information.	<i>Shall be intimated to bidder</i>
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- 2.0 The offer shall be submitted as per the instructions of tender document. Only One set of tender document (in original, downloaded from website) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender. For E-PROCUREMENT ASSISTANCE & TRAINING, NIC PORTAL HELPDESK CONTACTS AS PER FOLLOWING: -

For any technical related queries please call at 24 x 7 Help Desk Number
0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

Email Support

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

or for any difficulty in downloading the tender from internet website, they should contact this office (DY.Manager , Purchase or SDGM, Purchase Phone no. 033-23398225/8221). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender (non-refundable) and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata, issuing the Tender, along with techno-commercial offer.
- 4.0 Unless specifically stated otherwise, bidder shall have to deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. For other details please refer General Conditions of Contract.
- 5.0 Procedure for Submission of Tenders: The Tenderers must submit their Tenders as detailed below:

This is an E-tender floated online through our E-Procurement Site <https://eprocurebhel.co.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://eprocurebhel.co.in>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING

Sl. No.	Description	Remarks
PART-I	(TECHNO COMMERCIAL BID)	
	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer. (To be attached in relevant Attachment section)	

ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. (To be attached in relevant Attachment section) Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be attached in relevant attachment section of the e-procurement portal. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexures / schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be attached in relevant attachment section and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT. (To be attached in relevant Attachment section)	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT (To be attached in relevant Attachment section)	
vii.	Notice inviting Tender (NIT) (To be attached in relevant Attachment section)	
viii.	Volume – IC: Technical Conditions of Contract / Scope of Work (To be attached in relevant Attachment section)	
ix.	Volume – IA : General conditions of contract (Supply) (To be attached in relevant Attachment section)	
x.	Volume – IE : Annexures, Formats, etc. (To be attached in relevant Attachment section)	
xi.	Volume–III – (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item. (To be attached in Unpriced Bid Attachment section)	
xii.	Any other details preferred by bidder with proper indexing. (To be attached in relevant Attachment section)	
PART-II	PRICE BID-Online submission only	
	CONTAINING THE FOLLOWING:-	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume III – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures) Any other document uploaded in the price bid, apart from above tender format, shall not be taken into cognizance for evaluation of offer.	

SPECIAL NOTE:

- A) Your offer & documents submitted along with offer shall be digitally signed & stamped in each page by your authorized representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) The credentials/documents submitted towards compliance of Pre-qualification requirement shall be physically signed by the authorized signatory & stamped before uploading/submission with the offer in the e-procurement portal.
- C) All documents/ annexures submitted with the offer shall be properly attached in the respective sections. BHEL shall not be responsible for any missing documents.

- 6.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 7.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD, as applicable). However, BHEL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.
- 8.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, 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.
- 9.0 For any clarification on the tender document, the bidder may seek the same in writing, through e-mail or through e-procurement portal/platform, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to any delay. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL .
- 10.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 11.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 12.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer else BHEL's interpretation shall prevail & binding on you.
- 13.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender along with TCNs including PBD, if any.
- 14.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), along with techno - commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (xi) of 1 above.
- 15.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-1 (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD. BHEL's decision in this regard shall be final & binding.
- 16.0 While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, price bid (Volume-III) uploaded in E-Procurement Site <https://eprocurebhel.co.in> will be opened.
- 17.0 Validity of the offer shall be for 90 days from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 18.0 Bidders are required to submit their **BEST** price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.
- 19.0 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

- 20.0 Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
- 21.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 22.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 23.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped/ digitally signed (as applicable) by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website (www.bhel.com).
- i. Integrity commitment, performance of the contract and punitive action thereof:
- a) 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.
- b) Commitment by Bidder/ Supplier/ Contractor:
- b.i) 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.
- b.ii) 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.
- b.iii) 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 includes in mal-practices, 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 and/ or under applicable legal provisions.

- 27.0 Corrigendum/ corrigendum/ extension/ addendum, if any, pertaining to this tender will be published in the web sites CPP Portal, www.bhel.com, <https://eprocurebhel.co.in> etc. or will be issued directly to you, as applicable.
- 28.0 Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price shall be after considering the discount.
- 29.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website (www.bhel.com).

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax:(033) 23211960 फोन/Phone:बोर्ड/EPABX: 23398220

- 30.0 It may please be noted that applicable Guidelines/Rules in respect of Suspension of business dealings, Vendor Evaluation formats, quality, safety and HSE guidelines, standard T&P hire charges of BHEL etc. may undergo change from time to time and the latest one shall be followed. Latest applicable "Guidelines for Vendor Evaluation" is web based, quality, safety & HSE"; standard T&P hire charges shall be available at site and shall be given to the successful vendors/ subcontractors during execution.
- 31.0 Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer can not be altered / withdrawn by their own during the processing of tender.
- 32.0 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.
- 33.0 Suspension of Business dealings with Suppliers/ Contractors: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-A.
- 34.0 "For this procurement, the local content to categorize a supplier as a 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 in India), Order 2017 dated 04-06-2020 issued by DPIIT. In case of subsequent orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".

Duly filled & signed Form-1 (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer.

- 35.0
- Cost of Tender: Not Applicable
 - Earnest Money Deposit (EMD): Not Applicable
 - Security Deposit (SD): Not Applicable
 - Performance Bank Guarantee (PBG): Not Applicable
 - Performance Bond: Not Applicable
 - Additional Security Deposit: Not Applicable
- 36.0 MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – B where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before 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

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: -

Type under MSME	SC/ST owned	Women owned	Others
Micro			
Small			
Medium			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

- 37.0 Bidder shall submit duly filled & signed Form-2 along with their techno-commercial offer towards compliance of Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020. In this connection, following may be noted:

<p>पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax:(033) 23211960 फोन/Phone:बोर्ड/EPABX: 23398220</p>	
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- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this order means: -
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. GeMAR and PTS ID: GEM/GARPTS/16072021/IX7QX89EXW78
- VII .The GeM Seller ID shall be mandatory before placement of order / award of contract for goods and services to the successful bidder(s).

- 38.0 Annexure-B – Terms & conditions of Reverse Auction is enclosed herewith.
 39.0 Annexure-E–State wise GST Registration nos. is enclosed herewith.
 40.0 Duly filled & signed Annexure- CPP/I to be submitted by bidders along with their techno-commercial offer.
 41.0 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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

- (b) The IP as enclosed with the tender 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.
- (c) 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 any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

Name	Ms. B Bhattacharjee	Mr. Anuruddha Sarkar
Dept.	Purchase Dept., BHEL PSER, Kolkata	Purchase Dept., BHEL PSER, Kolkata
Address	DJ-9/1, Sector – II, Salt Lake, Kolkata –700091	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091
Phone	033-2339 8225	033-2339 8221
Email	barna@bhel.in	a_sarkar@bhel.in
FAX	033-2321 1960	033-2321 1960

- 42.0 It may please be noted that Bid should be free from correction, overwriting, using 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.

All overwriting/ cutting, etc. will be numbered by bid opening officials and announced during bid opening.

- 43.0 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.

Bidder shall submit duly filled & signed Annexure-VII along with their techno-commercial offer.

44.0 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 the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the 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.

45.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a) Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b) Notice Inviting Tender (NIT)
- c) Price Bid/Schedule –Volume-III
- d) Scope of Work (SCC) – Volume-IC / Technical Conditions of Contract
- e) General conditions of contract (Supply)
- f) Forms and Procedures –Volume-IE

for BHARAT HEAVY ELECTRICALS LTD.

Dy Manager(Purchase)

Agency	Contact details
BHEL, PSER, Kolkata	Address BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION 2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR, SALT LAKE CITY, KOLKATA – 700 091
	Phone no. 033-23398225, 23398224, 23398221, 23211690
	FAX no. 033-23211960
	E-mail ID barna@bhel.in , sriparna@bhel.in , a_sarkar@bhel.in
	<p>For E-PROCUREMENT ASSISTANCE & TRAINING, NIC HELPDESK CONTACTS AS PER FOLLOWING: -</p> <p>For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002 0120-4200 462 0120-4001 005 0120-6277 787</p> <p>Email Support Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority</p> <p>Technical - support-eproc@nic.in</p>

Enclosure:

01. Annexure-1: Pre-Qualification Criteria.
02. Annexure-2: Format for No Deviation Certificate.
03. Annexure-3: Format for seeking clarification.
04. Annexure-4: Check List.
05. Annexure-A: Suspension of Business dealings with Suppliers/ Contractors.
06. Annexure-B: Terms & conditions of Reverse Auction.
07. Annexure-C: CA certificate Format.

<p>पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फोन/Phone: बोर्ड/EPABX: 23398220</p>	
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08. Annexure-E: State wise GST Registration nos.
09. Integrity Pact Agreement Format (Separate).
10. Other Tender documents as per this NIT.

ANNEXURE – 1**PRE QUALIFICATION CRITERIA**

JOB	"Supply of Cladding sheets & Deck sheets at 1 X 250 MW NSPCL Rourkela PP-II Expansion project".	
TENDER NO	PSER:PUR:PMX:374(VIII):020 (ENQ:21:PP:0015:PUR:22)	dated 27/07/2021

SL NO	CRITERIA
1.0 (a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF INR 109.164 Lakh.DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2020 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER AND HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1(C).
(b)	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.
(c)	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.
2.0	THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING 12316 SQM OF PERMANENT COLOR COATED CLADDING SHEETS, OR DECK SHEETS OR PREFABRICATED SANDWICH PANELS THROUGH A SINGLE PURCHASE ORDER IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION. OR THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING 18475 SQM OF PERMANENT COLOR COATED CLADDING SHEETS, OR DECK SHEETS OR PREFABRICATED SANDWICH PANELS THROUGH TWO SEPARATE PURCHASE ORDERS IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION.
3.0	BIDDER SHOULD HAVE VALID PAN. RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.
4.0	CONSORTIUM / JV BIDDING IS NOT ALLOWED.
GENERAL	
1.0	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER SUBJECT TO CUSTOMER'S APPROVAL.
2.0	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.
3.0	VENDOR / CONTRACTOR DEPLOYED BY BHEL AGAINST CONTRACTS MENTIONED BELOW AS WELL AS THEIR SUPPLIER FOR CLADDING SHEET OR DECK SHEET OR PREFABRICATED SANDWICH PANEL FOR CONTRACTS MENTIONED BELOW SHALL NOT BE ALLOWED TO PARTICIPATE IN THE SUBJECT TENDER A) PSER: SCT: RKL-C 1780:18: PO AMEND-1:6694 DATED 13-04-2018 FOR THE JOB OF SUPPLY PART OF MAIN PLANT CIVIL & STRUCTURAL WORK INCLUDING MISC BUILDING, ROAD WORK, LEVELLING & GRADING, FIRE FIGHTING, COOLING TOWER (IDCT), BOUNDARY WALL AND MISC FOUNDATIONS / STRUCTURES AT 1X250 MW ROURKELA PP-II EXPANSION, ODISHA & B) PSER: SCT: RKL-C 1781:18: WO AMEND-1:6570 DATED 05-03-2018 FOR THE JOB OF CIVIL STRUCTURAL AND ARCHITECTURAL WORK OF COAL HANDLING PLANT AND ASH HANDLING PLANT FOR 1 X 250 MW NSPCL ROURKELA TPP, ODISHA EXISTING CONTRACTOR WILL INCLUDE: a) IN CASE EXISTING CONTRACTOR IS THE SOLE PROPRIETORSHIP FIRM, ANY SOLE PROPRIETORSHIP FIRM OWNED BY SAME SOLE PROPRIETOR. b) IN CASE EXISTING CONTRACTOR IS THE PARTNERSHIP FIRM, ANY FIRM COMPRISING OF SAME PARTNERS/ SOME OF THE SAME PARTNERS (BUT NOT INCLUDING ANY NEW PARTNER) OR SOLE PROPRIETORSHIP FIRM OWNED BY ANY PARTNER(S) AS A SOLE PROPRIETOR.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax:(033) 23211960 फोन/Phone:बोर्ड/EPABX: 23398220

ANNEXURE - 2**FORMAT FOR NO DEVIATION CERTIFICATE**

(To be submitted in the bidder's letter head)

To,
 BHARAT HEAVY ELECTRICALS LIMITED,
 Power Sector - Eastern Region,
 Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
 Kolkata – 700 091

SUB	NO DEVIATION CERTIFICATE.	
JOB	"SUPPLY OF CLADDING SHEETS & DECK SHEETS AT 1 X 250 MW NSPCL ROURKELA PP-II EXPANSION PROJECT".	
REF	1.0	TENDER NO. PSER:PUR:PMX:374(VIII):020 (ENQ:21:PP:0015:PUR:22) dated 27/07/2021
	2.0	ALL OTHER PERTINENT ISSUES TILL DATE.

Dear Sir/Madam,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
 representative of the bidder)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फोन/Phone: बोर्ड/EPABX: 23398220	
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ANNEXURE - 3**FORMAT FOR SEEKING CLARIFICATION**

JOB	"SUPPLY OF CLADDING SHEETS & DECK SHEETS AT 1 X 250 MW NSPCL ROURKELA PP-II EXPANSION PROJECT".		
TENDER NO.	PSER:PUR:PMX:374(VIII):020 (ENQ:21:PP:0015:PUR:22)	dated 27/07/2021	

Sl no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

CHECK LIST

NOTE:-Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS (If applicable)	DD No: Date : Bank : Amount: <u>Please tick (✓) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR 90 DAYS FROM DUE DATE	
		APPLICABILITY(BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

PRICE SCHEDULE (UNPRICED)

PLEASE REFER

E-PROCUREMENT PORTAL <https://eprocurebhel.co.in>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax: (033) 23211960 फोन/Phone: बोर्ड/EPABX: 23398220

PRICE SCHEDULE

PLEASE REFER

E-PROCUREMENT PORTAL <https://eprocurebhel.co.in>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax: (033) 23211960 फोन/Phone: बोर्ड/EPABX: 23398220

1.0	<u>Suspension of Business Dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following: --</p> <p>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year. b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</p> <p>The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.</p>
1.3	<p>Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if</p> <p>i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules. Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <p>ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is exceeded or b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.</p> <p>iii) a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category. b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula). Note: – for (b), No specific period of hold shall be applicable.</p> <p>iv) Supplier works are under strike/ lockout for a period of more than three months.</p> <p>Hold within the unit for all item(s)/ material category(ies)/ type of work(s) shall be put in the following cases, if</p> <p>i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked. vi) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.</p>
1.4	Banning across BHEL shall be imposed in following cases, if
1.4.1	<p>i) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL.</p> <p>ii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.</p> <p>iii) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price.</p> <p>iv) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.</p> <p>v) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</p> <p>vi) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.</p> <p>vii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.</p> <p>viii) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.</p>
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

Note: Above shall be applicable along with Guidelines for “Suspension of Business dealings with Suppliers/ Contractors” available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फोन/Phone: बोर्ड/EPABX: 23398220	
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Terms & Conditions of ReverseAuction

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL shall be resorting to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax /e-mail the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VI) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
12. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL and the results of the RA scrapped/ aborted.
13. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying techno-commercially.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax:(033) 23211960 फोन/Phone:बोर्ड/EPABX: 23398220

In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

Annexure -CCertificate 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 (Part-II) / UAM / Udyam Registration No..... 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

3. **For Enterprises (having EM-Part-II / UAM):** Investment in plant and machinery or equipment is Rs.....Lacs and turnover is Rs.....Lacs {as notified in MSME notification no. S.O. 2119 (E) dated 26-06-2020}.

4. **For Enterprises (Udyam, registered under Udyam Registration Portal):** Investment in plant and machinery or equipment is Rs.....Lacs and turnover is Rs.....Lacs {as notified in MSME notification no. S.O. 2119 (E) dated 26-06-2020}.

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro 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 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

<p>पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax:(033) 23211960 फोन/Phone:बोर्ड/EPABX: 23398220</p>	
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ANNEXURE-E

<u>State wise GST Registration nos.</u>		
Sl. No.	State / UT	GST Reg. No.
1	Andhra Pradesh	37AAACB4146P7Z8
2	Assam	18AAACB4146P1ZE
3	Bihar	10AAACB4146P1ZU
4	Chandigarh	04AAACB4146P1ZN
5	Chattishgarh	22AAACB4146P1ZP
6	Daman & Diu	25AAACB4146P1ZJ
7	Delhi	07AAACB4146P1ZH
8	Gujarat	24AAACB4146P1ZL
9	Haryana	06AAACB4146P1ZJ
10	HP	02AAACB4146P1ZR
11	Jharkhand	20AAACB4146P5ZP
12	Karnataka	29AAACB4146P1ZB
13	Kerala	32AAACB4146P1ZO
14	Maharashtra	27AAACB4146P1ZF
15	MP	23AAACB4146P1ZN
16	Punjab	03AAACB4146P2ZO
17	Rajasthan	08AAACB4146P1ZF
18	Tamil Nadu	33AAACB4146P2ZL
19	Telangana	36AAACB4146P1ZG
20	Tripura	16AAACB4146P1ZI
21	UP	09AAACB4146P2ZC
22	Uttarakhand	05AAACB4146P1ZL
23	West Bangal	19AAACB4146P1ZC
24	Mizoram	15AAACB4146P1ZK
25	Orissa	21AAACB4146P1ZR
26	Arunachal Pradesh	12AAACB4146P1ZQ

ANNEXURE- CPP-GST/I**Please arrange to submit this filled-up format along with Tender**

Name of the Company	
Address of Company*	
Company Registration Number*	
Name of Partners / Directors	
ALL THE STATES WHERE BIDDER HAS A PLACE OF BUSINESS*	
ALL ADDRESS OF VENDOR MENTIONING THEIR PIN AS PER THE LATEST GST REGISTRATION*	
GSTN OF ALL THE ABOVE NOTED PLACES OF VENDOR*	
Bidder Type: Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited /undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details	
Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Fax*	

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax:(033) 23211960 फोन/Phone:बोर्ड/EPABX: 23398220

Mobile*	
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Form-1 (Format for local content)

Format for Certification regarding Local content (LC) for Product/ Services/ Works

Date:

_____, S/o, D/o, W/o _____, Resident of _____ do hereby solemnly affirm and declare as under:

That the percentage of local content for the Product/ Services/ Works offered by the bidder/supplier against the subject tender (TENDER NO: PSER:PUR:.....) is ____%. We certify that the item(s) offered meets the local content requirement for < Class-I Local Supplier / Class-II Local Supplier/ Non-Local Supplier, **tick the applicable option** >. We are also enclosing the details of the location(s) at which the local value addition is made.

That I agree to abide by terms and conditions of Department of Industrial Policy & Promotion issued vide Notification No: P-45021/2/2017-B.E.-II Dated: 15-06-2017 & P-45021/2/2017-PP (BE-II) Dated: 28-05-2018, of Department of Promotion of Industry and Internal Trade issued vide Notification No: P-45021/2/2017-PP(BE-II) Dated: 29-05-2019 & P-45021/2/2017-PP (BE-II) Dated: 04-06-2020.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Product/ Services/ Works has been verified by me and I am responsible for the correctness of the claims made therein

That in the event of the LC of the Product/ Services/ Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Government of India and I will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) order 2017.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities

- i. Name and details of the Local supplier (registered Office, Manufacturing and location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Product / Services/ Works for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of LC claimed.
- vi. Name and contract details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the Products/ Services/ Works
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

For and behalf of _____ <Name of Firm/ entity>

Authorized signatory of Firm/ entity

<Insert Signature, Stamp of Authorized signatory, Name, Designation & Contact No and date

<p style="text-align: center;">पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax:(033) 23211960 फोन/Phone:बोर्ड/EPABX: 23398220</p>	
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FORM – 2**(To be submitted in the bidder's letter head)****In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.07.2020****Job: “ “SUPPLY OF CLADDING SHEETS & DECK SHEETS AT 1 X 250 MW NSPCL ROURKELA PP-II EXPANSION PROJECT” ”.****E-Tender No.: PSER:PUR:PMX:374(VIII):020 (ENQ:21:PP:0015:PUR:22) dated 27/07/2021.**

"I/We have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/We hereby certify that I/We the bidder <Name of the Bidder.....> is/are not from such a country or, if from such a country, has been registered with the Competent Authority. I/We hereby certify that I/We the bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

<p>पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax:(033) 23211960 फोन/Phone:बोर्ड/EPABX: 23398220</p>	
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ANNEXURE-VII**DECLARATION**

Date: -----

Job: "SUPPLY OF CLADDING SHEETS & DECK SHEETS AT 1 X 250 MW NSPCL ROURKELA PP-II EXPANSION PROJECT".**E-Tender No.: PSER:PUR:PMX:374(VIII):020 (ENQ:21:PP:0015:PUR:22)****dated 27/07/2021**To: -----
Address: BHEL, -----

Email: -----

Sub: Details of related firms and their area of activities

Dear Sir/Madam,

Please find below details of firms owned by our family members that are doing business/registered for same item with BHEL, -----(NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(-----)

From: M/s-----
Supplier Code: -----
Address: -----

PART – A: GENERAL CONDITIONS OF CONTRACT (GCC)**Volume-IA**

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation
01	<p>Our requirement is for <u>use 1 X 250 MW NSPCL Rourkela PP-II Expansion project</u></p> <p>Offers are invited to submit in two-parts.</p> <p>Part-I : TECHNICAL-CUM-COMMERCIAL AND UN PRICED BID :</p> <p>Consisting of complete technical details, catalogues, drawings and all commercial terms. (Money values shall not be indicated i.e; un price bid).</p> <p>Following formats are to be filled and submitted in a single cover super scribing as Technical - cum - Commercial and Un Priced Bid, Tender Enquiry No. and Due Date.</p> <p>(i) Technical Specification (Catalogues to be enclosed if any)</p> <p>(ii) BHEL Standard Terms & Conditions</p> <p>(iii) No deviation certificate (Part-D)</p> <p>(iv) Un Price Bid</p> <p>Part-II : PRICE BID</p> <p>Price to be indicated in the format enclosed. (Any preconditions for price will not be accepted and the tender will be rejected).</p> <p>The Technical-Cum-Commercial offer will be opened first, discussed, finalized and only then the price bid of technically acceptable offers will be opened.</p> <p>Tenders will be received up to 14.00 Hours on the said due date.</p> <p><u>If the vendor submits offer i.e. Technical & Price bid together in single envelope, the offer will be liable for rejection.</u></p>	
02	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Otherwise the offer will be treated as Unsolicited Offer and same will not be opened".	
03	<p>BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions.</p> <p>All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained.</p> <p>In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.</p>	
04	Tender shall be strictly in accordance with the tender specifications.	
05	No revision in rates shall be entertained after opening of the tenders.	
06	<p><u>Warranty /GUARANTEE (As per cl 17.0 of SCC)</u></p> <p>Material shall be guaranteed against any defect for a period of 6 months from the date of receipt of last consignment at site for each Lot or submission of Salt Spray Test Report of the lot complying with required specification of material, whichever is earlier.</p> <p>Defects if any found within this period shall be replaced by supplier free of cost within one month notice.</p>	
07	<p>Terms of payment :</p> <p>AS PER SPECIAL CONDITIONS OF CONTRACT (SUPPLY)- VOLUME-IC, R-0 CL. NO.- 8.0</p>	
08	<p>TERMINATION OF CONTRACT</p> <p>If at any time during the currency of the order, BHEL comes to conclusion that the tenderer is not discharging his obligations according to the terms of this contract, then BHEL will be at liberty to terminate the contract after giving 07 days' NOTICE BY Regd. A.D. post and the tenderer shall comply with the requirement of such notice.</p>	
09	<p>Liquidated Damage (LD) :</p> <p>As per SCC clause 18 of the tender document</p>	

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax:(033) 23211960 फोन/Phone:बोर्ड/EPABX: 23398220

10	Inspection : As specified in SCC of tender document.	
11	TAXES & DUTIES : AS PER SPECIAL CONDITIONS OF CONTRACT VOLUME-IC, R-0 CL. NO.-11.0	
12	The quotation should be valid at least for a period of 90 days from the tender due date of submission for placement of order (extended, if any). Price Variation Clause will not be entertained.	
13	Transit Insurance(As per clause no-6 of SCC) Transit insurance charge is in bidder scope	
14	Force Majeure : This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war. The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.	
15	Arbitration & Conciliation	
15.1	Arbitration:	
15.1.1	Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 15.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or 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 (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.	
	The Arbitrator shall pass a reasoned award. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 15.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.	
15.1.2	In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No.	

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<p>15.1.3</p> <p>15.1.4</p> <p>15.2</p> <p>15.3</p>	<p>4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.</p> <p>The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.</p> <p>Notwithstanding the existence of any dispute or differences 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 unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.</p> <p>Conciliation:</p> <p>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.</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. 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. <p>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 available www.bhel.com. The Procedure 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.</p> <p>The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure with effect from the date as intimated by BHEL to it.</p> <p>No Interest payable to Contractor</p> <p>Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.</p>	
16	<p>Jurisdiction :</p> <p>All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.</p>	

17	<p>Rights of BHEL:</p> <p>(A) To withdraw any portion of work/supply and/or to restrict / alter the quantum of work/supply as indicated in the contract during the progress of work/supply and get it done through other agency and/or to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.</p> <p>(B) To terminate the contract or withdraw portion of work/supply 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:</p> <p>i) Contractor/Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/supplier including unexecuted portion of work/supply does not appear to be executable within balance available (#) period considering its performance of execution.</p> <p>ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</p> <p>iii) Non-completion of work/Non-supply by the Contractor / Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/supplier.</p> <p>iv) Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier.</p> <p>v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL.</p> <p>vi) Non-compliance to any contractual condition or any other default attributable to Contractor/Supplier.</p> <p>(#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.</p> <p>(C) Risk & Cost Amount against Balance Work:</p> <p>Risk & Cost amount against balance work shall be calculated as follows:</p> $\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$ <p>Where,</p> <p>A= Value of Balance scope of Work/Supply (*) as per rates of new contract</p> <p>B= Value of Balance scope of Work/Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.</p> <p>H = Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>(*) Balance scope of work / supply (in case of termination of contract):</p> <p>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 / Supply 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.</p> <p>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.</p> <p>Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. 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.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount.</p>	
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	<p>(D) LD against delay in executed work / supply in case of Termination of Contract :</p> <p>LD against delay in executed be work / supply shall calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor / supplier. For this purpose, contract value shall be taken as Executed Value of work / supply for the purpose of limiting the maximum LD value. Method for calculation of "LD against delay in executed work / supply" is given below.</p> <p>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 / supplier = T1</p> <p>ii) Let the value of executed work / supply till the time of termination of contract= X</p> <p>iii) Let the Total Executable Value of work / supply for which inputs/fronts were made available to contractor / supplier and were planned for execution till termination of contract = Y</p> <p>iv) Delay in executed work / supply attributable to contractor/supplier i.e. $T2 = [1 - (X/Y)] \times T1$</p> <p>v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as period of delay attributable to contractor/ supplier.</p> <p>(E) Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor</p> <p>Following sequence shall be applicable for recoveries from contractor / supplier on whom risk & cost has been invoked, after informing the contractor / supplier of the total proposed recovery :</p> <p>a) Dues available in the form of Bills payable to contractor / supplier, SD, BGs against the same contract.</p> <p>b) Demand notice for deposit of balance recovery amount shall be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.</p> <p>c) If contractor / supplier fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:</p> <p>i) Dues payable to contractor / supplier against other contracts in the same Region / Unit shall be considered for recovery.</p> <p>ii) If recovery cannot be made out of dues payable to the contractor / supplier as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor / supplier.</p> <p>iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor / supplier.</p>	
18	<p>DISCOUNTS</p> <p>Discounts offered by the vendor in price shall not be entertained by BHEL. The vendor should factor in his discount in the price offer only. In spite of the same, if a discount is offered by the bidder, the same shall not be considered for evaluation of the offer, but purchase order shall be issued on bidder's final discounted price.</p>	
	LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS	
19	<p>Penalty Clause :</p> <p>Non acceptance of LD Clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of LD clause.</p> <p>Example: If the supplier has accepted for maximum 5% LD clause, then balance 5% will be loaded.</p>	
20	For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non - acceptance of any terms and conditions finally arrived before price bid opening.	
21	The offers not complying the above Terms & Conditions may not be accepted.	

Note:

- In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.
- Any deviation sought by the bidder should be indicated in the techno-commercial offer.

<p>पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)</p> <p>POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091</p> <p>फैक्स/Fax: (033) 23211960 फोन/Phone: बोर्ड/EPABX: 23398220</p>	
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03. Bidder should write “*accepted*” in the column “*Bidder’s confirmation*” for each clause.

04. If any clause left blank, shall be presumed that the clause is accepted by the bidder.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax: (033) 23211960 फोन/Phone: बोर्ड/EPABX: 23398220

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

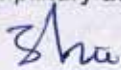
1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

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 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 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 will 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 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 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 /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 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 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 organisation.
- 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 currency of IP, 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 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)

अस. प्रबंधक (सं. प्र.) / Addl. General Manager (Sub Contract)
श्री. एच. ई. एस. / श्री. एस. ई. एम. / BHEL / PSEER
डी. डी. - 91, बंगला रोड / D.J. 91, SALT LAKE
कोलकाता-700 091 / KOLKATA-700 091

For & On behalf of the Bidder/

Contractor

(Office Seal)

Place _____

Date _____

Witness:

(Name & Address) B. Bhattacharya
BHEL - PSEER, KOLKATA

Witness: _____

(Name & Address) _____

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Job:	Supply of Permanent Color Coated Cladding sheets, Deck sheets& Prefabricated Sandwich Panels at 1 X 250 MW NSPCL , Rourkela PP-II Expansion project
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Sl.No	Description	Terms & Conditions																																			
1.	<u>Scope of Supply</u>	<p>Designing & supplying of Permanent Color Coated Cladding sheets, Deck sheets & Prefabricated Sandwich Panels material including corrosion resistant self tapping / self drilling type fasteners with suitable cap, side lapping, end lapping, flashing etc. all necessary accessories as per relevant item, specifications and drawings shall be completed within 90 days from the date of issue of Purchase order as per following schedule.</p> <p>Supplier has to supply the required quantity as per“ Dispatch Clearance” issued by BHEL/ customer within the schedule as described below. Generally, Dispatch clearance shall be issued for truck/trailer load as per requirement.</p>																																			
2.	<u>Delivery Schedule</u>	<p>1) Lot-1:Approximately 22000 sqm of material shallbedeliveredtositewithin60 days from PO.</p> <p>2) Lot-2: Balance ordered quantity shall be delivered to site within90 days from PO.</p> <p>Details of Lot—1 & Lot—2 given in Annexure-1</p> <p>Tentative schedule for different activities following schedule shall be complied</p> <table><tr><th colspan="5">L-2 SCHEDULE FOR SUPPLY OF CLADDING AND DECK SHEET</th></tr><tr><th>Sl. No.</th><th>Activity</th><th>By BHEL/Supplier</th><th>Time Schedule from PO date in days for Lot-1</th><th>Time Schedule from PO date in days for Lot-2</th></tr><tr><td>1</td><td>Issuance of design drawing by BHEL</td><td>BHEL</td><td>1</td><td>1</td></tr><tr><td>2</td><td>Submission of detailed drawing for Approval by BHEL</td><td>SUPPLIER</td><td>7</td><td>15</td></tr><tr><td>3</td><td>Submission of data sheet and Manufacturing Quality Plan for approval by BHEL (Sample MQP Attached)</td><td>SUPPLIER</td><td>7</td><td>7</td></tr><tr><td>4</td><td>PO by agency for raw material procurement from approved sources <u>(Bidder has to intimate BHEL, 5 days before ordering of raw material)</u></td><td>SUPPLIER</td><td>10</td><td>45</td></tr><tr><td>5</td><td>Coil readiness (list for approved coil manufacturer attached) for raw material inspection as per approved MQP and MDCC/CHP (1st stage)</td><td>1.SUPPLIER – For arranging material inspection as per approved MQP</td><td>30</td><td>65</td></tr></table>	L-2 SCHEDULE FOR SUPPLY OF CLADDING AND DECK SHEET					Sl. No.	Activity	By BHEL/Supplier	Time Schedule from PO date in days for Lot-1	Time Schedule from PO date in days for Lot-2	1	Issuance of design drawing by BHEL	BHEL	1	1	2	Submission of detailed drawing for Approval by BHEL	SUPPLIER	7	15	3	Submission of data sheet and Manufacturing Quality Plan for approval by BHEL (Sample MQP Attached)	SUPPLIER	7	7	4	PO by agency for raw material procurement from approved sources <u>(Bidder has to intimate BHEL, 5 days before ordering of raw material)</u>	SUPPLIER	10	45	5	Coil readiness (list for approved coil manufacturer attached) for raw material inspection as per approved MQP and MDCC/CHP (1 st stage)	1.SUPPLIER – For arranging material inspection as per approved MQP	30	65
L-2 SCHEDULE FOR SUPPLY OF CLADDING AND DECK SHEET																																					
Sl. No.	Activity	By BHEL/Supplier	Time Schedule from PO date in days for Lot-1	Time Schedule from PO date in days for Lot-2																																	
1	Issuance of design drawing by BHEL	BHEL	1	1																																	
2	Submission of detailed drawing for Approval by BHEL	SUPPLIER	7	15																																	
3	Submission of data sheet and Manufacturing Quality Plan for approval by BHEL (Sample MQP Attached)	SUPPLIER	7	7																																	
4	PO by agency for raw material procurement from approved sources <u>(Bidder has to intimate BHEL, 5 days before ordering of raw material)</u>	SUPPLIER	10	45																																	
5	Coil readiness (list for approved coil manufacturer attached) for raw material inspection as per approved MQP and MDCC/CHP (1 st stage)	1.SUPPLIER – For arranging material inspection as per approved MQP	30	65																																	

			2.BHEL/ Customer RIO – For inspection and issuance of MDCC/CHP		
		6	Profiling of sheet	SUPPLIER	50 80
		7	Final inspection and MDCC/CHP (2 nd Stage)	BHEL/ customer RIO	55 85
		8	Delivery of material at site	SUPPLIER	60 90
		<p>Delivery is the essence of the contract for BHEL. Activity schedule mentioned above is tentative.</p> <p>No material shall be dispatched by supplier unless and until “MaterialDispatch Clearance Certificate(MDCC)”/“Customer Hold Point” is released/issued by BHEL Site/RIO-Customer.</p> <p>For All the BOQ items MQP from manufacturer shall be approved by the customer and final acceptance of the product shall be on physical inspection and witness by customer and BHEL RIO representatives.</p> <p>Upon receipt of order from BHEL,successful bidder shall interact with BHEL for kick-off meeting to discuss & firmup schedule of design/engineering, manufacturing/procurement, supply/delivery of various items so as to complete the entire job within the stipulated completion period, matching with project schedule.</p>			
3.	DeliveryTerms	D.D.P Destination			
4.	Name & Address: Ship to Party and Sold to Party Address	BHEL Site Office, Construction Manager, 1 X 250 MW NSPCL Rourkela TPP-II Expansion Project Rourkela Steel Plant District:Sundargarh Odisha 769011			
5.	Contact detail	From BHEL Rourkela Site ShriShibajee Dey Choudhury/Manager /BHEL (Mobile No.- +91-7702399559, email ID: : sdcc@bhel.in) Sri B. N. Dash / DGM/ BHEL(Mobile No.-+91-7382602274, email ID: bnd@bhel.in)			
6.	Transit Insurance	In bidder scope			
7.	Validity of PO	The validity of the Purchase Order will be for 12 (Twelve) months from date of Purchase order			
8.	Payment Terms	<p>A) 95% of “All-inclusive D.D.P(Delivered duty paid) site price excluding GST” of individual lot will be made within 30 days in INR from the date of submission of the complete invoice. against following documents complete in all respect to BHEL.</p> <p>1) 75% payment against dispatch of material of individual lot against following documents:</p> <ol style="list-style-type: none"> Signed GST Complied Invoice in original with item wise (1 original plus 2 copies) for 100 % value. LR / RR (Consignee Copy) Packing List (1 Original Plus 2 Copies) Copy of MDCC Issued by BHEL/Customer. <p>2) 20% payment against receipt of material at site subject to recovery, if any, on account of LD and short supply in materialsagainst following documents</p> <ol style="list-style-type: none"> Signed GST Complied Invoice (copy) with item wise for 100 % value. Original Material Receipt Certificate (MRC). issued from site after receipt of materials and after physical verification at site Guarantee Certificate <p>B) Balance payment of 5% retained towards “Performance Guarantee for Material” shall be released against the following</p>			

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		<p>a. Completion of Guarantee period, provided all the defects noticed during the guarantee period have been rectified to the satisfaction of BHEL Site Engineer,</p> <p>b. After deducting all expenses /other amounts due to BHEL under the contract/ other contracts entered into by BHEL with them,</p> <p>c. Confirmation of full GST Credit to BHEL. Any Interest if levied thereon for reasons elaborated in Tax & Duties clause of the tender and attributable to the bidder, will be recovered from the Final Payment / Retention amount.</p> <ul style="list-style-type: none"> If supplier insists for LC, only 120 days Non-Transferable Usance LC against 95% value will be opened with a validity up to scheduled date of delivery as per PO plus 21 days (for document submission). Further loading @ 1.5% on the offered value will be considered. LC shall be opened for net payable value, after considering all Taxes. <p>Schedule shipment in case of LC shall be 90 days from PO, however, LD shall be as per delivery schedule.</p> <ul style="list-style-type: none"> The bidder shall ensure that manufacturing & readiness of material shall not be linked with LC opening considering mutual agreement of LC terms & the time required in the formalities for establishment of LC. However, BHEL shall ensure opening of LC prior to dispatch of 1st Consignment. <p>LC Terms: as per annexure</p>
9.	Paying Authority	<p>Construction Manager, 1 X 250 MW NSPCL Rourkela TPP-II Expansion Project Rourkela Steel Plant District: Sundargarh Odisha 769011</p>
10	EVALUATION	<ul style="list-style-type: none"> Technical and financial evaluation will be done as per the Pre-Qualifying criteria mentioned in the tender. All inclusive "total DDP price for supply at BHEL PSER's Rourkela site, including warranty, transit insurance, freight & loading, unloading charges excluding GST" shall be considered for evaluation & awarding. As such total price should be complete in all respect for the full scope defined considering all terms and conditions. Bidder's total price shall be considered for evaluation unless stated otherwise. In case of bidders opting for LC, payment shall be made through LC. However, for evaluating the lowest bidder, @ 1.5% on the offered value shall be loaded to the price of the respective bidders.
11.	Taxes And Duties	<ol style="list-style-type: none"> All taxes excluding GST & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements. GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price. Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work. Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end. TDS under Income Tax Act shall be deducted as per prevailing IT rules from

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		<p>the bills.</p> <p>6 TDS under GST shall be deducted as per prevailing GST rules from the bills.</p> <p>7.1 VOID.</p> <p>7.2 VOID.</p> <p>7.2.1 VOID.</p> <p>7.2.2 VOID.</p> <p>7.2.3 VOID.</p> <p>7.3 VOID.</p> <p>7.4 VOID.</p> <p>7.5 VOID.</p> <p>8 Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN – 21AAACB4146P1ZR Name - BHARAT HEAVY ELECTRICALS LIMITED Address – Construction Manager, 1 X 250 MW NSPCL Rourkela TPP-II Expansion Project Rourkela Steel Plant District: Sundargarh Odisha 769011.</p> <p>9 Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address. and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.</p> <p>10 In case of delay in submission of above mentioned documents on the date of dispatch, BHEL may incur penalty / interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.</p> <p>11 In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.</p> <p>12 Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after dispatch.</p> <p>13 Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.</p> <p>14 Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.</p> <p>15 Way Bill: Successful bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.</p> <p>16 Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.</p> <p>17 Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.</p>
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		<p><u>IncomeTax:</u></p> <p>TDS u/s 194Q as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted from contractor's bill</p>
12.	PVC	<p>In order to take care of variation in cost of material on either side, due to variation in the index of Hot Rolled Coil & Sheets, Price Variation Formula as described herein shall be applicable</p> <p>85% component of Contract Value shall be permitted to be adjusted for variation in indices of Hot Rolled Coil & Sheets during execution of contract. The remaining 15% shall be treated as fixed component</p> <p>Payment/recovery due to variation in index shall be determined on the basis of the following notional formula without any initial absorption, in respect of the identified component</p> $P = 0.85 \times R \times \frac{(X_N - X_0)}{X_0}$ <p>Where,</p> <p>P = Amount to be paid/recovered due to variation in the Index for Hot Rolled Coil & Sheets</p> <p>R = Value of material supplied for the billing month (Excluding GST & BOCW)</p> <p>XN = Revised Index No for Hot Rolled Coil & Sheets for the billing month under consideration</p> <p>Xo = Index no for Hot Rolled Coil & Sheets as on the Base date.</p> <ul style="list-style-type: none"> • Base date shall be calendar month of the latest date of submission of Tender. • PVC shall not be payable for the Supplementary/Additional Items, Extra works. • Necessary notification of wholesale price index issued by the Govt-Office of the Economic Advisor for Hot Rolled Coils & Sheets to be referred for indices XN & Xo in above notional formula. The contractor shall furnish necessary monthly bulletins for the necessary indices from the relevant websites along with his Bills. • PVC shall be applicable for the entire original contract period plus the extended period. However, the Total Quantum of Price Variation amount payable/recoverable shall be regulated as follows: <ul style="list-style-type: none"> i) For the portion of backlog attributable to the contractor – PVC not applicable. ii) For the period of Force Majeure, the PVC will be limited to the indices applicable at the beginning of the force majeure period. iii) For the portion of backlog attributable to BHEL, the PVC will be as per the indices applicable for the respective months iv) The total amount of PVC shall not exceed 20% of the cumulatively executed contract value. Executed contract value for this purpose is exclusive of PVC, Supplementary/Additional Items and Extra works.
13	ORC	Not applicable in this tender
14	SD	Not applicable in this tender
15.	Performance bank guaranty	Not applicable in this tender
16.	Pre Dispatch Inspection	BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the vendor. BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, supplier shall be liable to replace the materials at his own cost. No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate(MDCC) issued by BHEL/Site
17.	Guarantee	<ul style="list-style-type: none"> • Material shall be guaranteed against any defect for a period of 6 months from the date of receipt of last consignment at site for each Lot or submission of Salt Spray Test Report of the lot complying with required specification of material,

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		<p>whichever is earlier.</p> <ul style="list-style-type: none"> • In case of notification of defect, supplier shall replace the defective material free of cost (inclusive of freight, material cost, taxes etc.) up to destination within a period of 30 days from the date of intimation by BHEL to Vendor. • Inspection can be done at supplier's end and if any sample fails, the entire lot may be rejected. • Test certificate to be provided as per BHEL requirement.
18.	Liquidated Damage/Penalty	<p>LD shall be 0.5% of basic value of undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total Contract value (i.e. excluding elements of taxes)</p> <p>For this purpose, the period of delay shall be the delay attributable to the bidder for completion of the job as per contract. Contract value for this purpose, shall be the final supply value of individual lot as per delivery schedule exclusive of Extra Works, Supplementary / Additional Items and PVC (if any).</p> <p>In case of LD recovery, the applicable GST shall also be recovered from vendor / Contractor / suppliers.</p>
19.	Test Certificate	<p>Raw material shall be from approved manufacturer of BHEL/Customer (list attached)</p> <p>Mill Test Certificate for sheet from Approved Manufacturer and Supplier's Quality inspection report on Galvanisation and/or Paint should be as per specification in 2 copies (extra copy if demanded by BHEL to be provided without any extracost).</p> <p>Conditional MDCC will be provided for dispatch of material based on undertaking by the bidder while Final MDCC & material acceptance will be based on salt spray test report complying with required specification of material.</p>
20.	Documents required with materials for unloading at destination:	<p>a) Duplicate for transporter copy of invoice</p> <p>b) LR copy</p> <p>c) Weighment/ Weighbridge slip</p> <p>d) Gate pass</p> <p>e) Mill Test Certificate</p> <p>f) Supplier's Quality inspection report on Galvanization and/or Paint Additionally, one full set photocopy of all the above documents is also required along with supply.</p>
21	Quantity variation	<p>The quantities of the various items mentioned in the BOQ cum price schedule are approximate, based on very preliminary information and may vary to any extent or be deleted altogether.</p> <p>The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of the work executed under any part of this contract including extra items, if any, but excluding any price variation, remains within +/- 15 % (fifteen percent) of the awarded price as per PO.</p>

Item No.	Description	Unit	Qty-- CHP	Qty- Main Plant	Total Qty
A1501 (a)	Designing, Supplying permanently color coated galvanised MS troughed metal sheet decking plate SS255/ASTM/A653M of approved colour and conforming as per relevant IS code and specification. Bare metal thickness of deck plate shall be minimum 0.8mm with minimum trough depth of 44 mm having minimum yield strength of 250 MPa and shall serve as permanent shuttering to the roof slab 100mm thick measured over crest of metal decking & shall have adequate strength to support weight of green concrete and imposed loads of min 150 kg/sqm during construction between purlins as per manufacturer's recommendations/ calculations/ test certificates for approval including of side lapping, end lapping etc. all complete for below mentioned spans. The sheet shall be permanently coated with silicon modified polyester paint of minimum 20 microns (nominal) SMP or polyester paint on one side (exposed side) on 5 micron (nominal) primer coat and 5 microns (nominal) SMP or polyester paint over 5 micron (nominal) primer coat on the other side. SMP and polyester paint systems shall conform to Product type 4 as per AS/ANZ 2728, including self-drilling white zinc plated heat treated carbon steel screws of minimum 5.6 mm dia @ 260mm c/c in the trough and stitch screws between two adjacent sheets and sealing with epoxy sealant all complete as per customer specification. Measurement of profile sheeting shall be of the plan area of roof covered by MS trough metal decking.----Span Upto 1700mm	SQM	312	0	312
A1503S	Designing, Supplying, of External sheet of Permanent colour coated metal cladding with troughed M.S. sheets of 0.6mm bare metal thickness having minimum yield strength 250 MPa and zinc-aluminium alloy coating not less than 150gm/sqm total on both sides including corrosion resistant self tapping / self drilling type fasteners with suitable cap (required for fixing to supports / rails by concealed fixing system), flashing etc. all complete. The exposed face of the sheet shall be permanently colour coated with Polyfluro Vinyl Coating (PVF2) of minimum dry film thickness (DFT) 20 microns over suitable primer. Inner face of the sheet shall be provided with suitable pre-coating of minimum DFT 7 microns over suitable primer. The permanent colour coated sheet shall meet the general requirements of IS : 14246 and shall conform to class 3 for the durability.	SQM	990	0	990

A1504S	Designing, Supplying of External sheet of Permanent colour coated metal cladding with high strength tensile steel sheet 0.5mm bare metal thickness having minimum yield strength 350 MPa and zinc-aluminium alloy coating not less than 150 gm/sqm total on both sides including corrosion resistant self tapping / self drilling type fasteners with suitable cap (required for fixing to supports / rails by concealed fixing system), flashing etc. all complete. The exposed face of the sheet shall be permanently colour coated with Polyfluro Vinyl Coating (PVF2) of minimum dry film thickness (DFT) 20 microns over suitable primer. Inner face of the sheet shall be provided with suitable pre-coating of minimum DFT 7 microns over suitable primer. The permanent colour coated sheet shall meet the general requirements of IS : 14246 and shall conform to class 3 for the durability.	SQM	1242	0	1242
B1504S	Designing, Supplying External sheet of Permanent colour coated metal cladding shall be troughed (Minimum depth of trough= 28 mm & Maximum pitch of trough= 200 mm) zinc-aluminium alloy (55% Aluminium, 43.4% Zinc and 1.6% Silicon) coated, not less than 150 gm/sq m, having High Tensile sheet (Fy=550 MPa) of 0.5 mm (minimum) Base Metal Thickness including corrosion resistant self tapping / self drilling type fasteners with suitable cap (required for fixing to supports / rails by concealed fixing system), flashing etc. all complete. The exposed face of the sheet shall be permanently colour coated with Polyfluro Vinyl Coating (PVF2) of minimum dry film thickness (DFT) 20 microns over minimum 5 microns of suitable primer. Inner face of the sheet shall be provided with suitable pre-coating of minimum DFT 12 microns over minimum 5 microns of suitable primer. The permanent colour coated sheet shall meet the general requirements of IS : 14246 and shall conform to class 3 for the durability.	SQM	25936	275	26211

A1506	<p>Designing & supplying Prefabricated sandwich panels comprising troughed profile with outer sheet of permanent Color coated (non-insulated) metal sheets troughed (Minimum depth of trough= 28 mm & Maximum pitch of trough= 200 mm) zinc-aluminium alloy (55% Aluminium, 43.4% Zinc and 1.6% Silicon) coated, not less than 150 gm/sq m, having High Tensile sheet (Fy=550 MPa) of 0.5 mm (minimum) Base Metal Thickness. The exposed face of the outer sheet shall be permanently colour coated with Polyfluro Vinyl Coating (PVF2) of minimum dry film thickness (DFT) 20 microns over minimum 5 microns of suitable primer. Inner face of the outer sheet shall be provided with suitable pre-coating of minimum DFT 12 microns over minimum 5 microns of suitable primer and inner sheet made up of slight profiled linear tray of 0.5mm BMT 340 Mpa galvanized steel of 150 gsm zinc coating (total on both sides) with RMP color coating of 25 microns on the exposed side over the primer and 12 microns on the covered side over a 5 microns' primer coat. The insulation material shall be of high density CFC- free 30mm (at the valley position of the outer sheet) thick polyurethane foam insulation of density 40 – 42 Kg/m³ sandwiched in between the two sheets. The panel should be finished with a male female jointing system. Cost is inclusive of hexa-headed self-drilling fasteners of required size with synthetic washers (required for fixing of panels to purlins), flashing and capping (top and bottom) made of pre-coated Galvalume sheet in plain form but in required shape.</p>	SQM	1009	1027	2036
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Annexure-1

Lot-1 & 2 quantities

E-Tender Ref. No.: PSER:PUR:PMX:374(VIII):020 (ENQ:21:PP:0015:PUR:22)

Date: 27/07/2021

VOLUME-IC, R-0 SPECIAL CONDITIONS OF CONTRACT

PROCUREMENT OF PERMANENT COLOUR COATED SHEETS FOR 1X250 MW NSPCL ROURKELA TPP, ROURKELA, ODISHA

Item No.	Description	Unit	Qty-Main Plant	Qty--CHP	Total qty	Lot-1	Lot-2
A1501 (a)	Designing, Supplying permanently color coated galvanised MS troughed metal sheet decking plate SS255/ASTM/A653M of approved colour and conforming as per relevant IS code and specification. Bare metal thickness of deck plate shall be minimum 0.8mm with minimum trough depth of 44 mm having minimum yield strength of 250 MPa and shall serve as permanent shuttering to the roof slab 100mm thick measured over crest of metal decking & shall have adequate strength to support weight of green concrete and imposed loads of min 150 kg/sqm during construction between purlins as per manufacturer's recommendations/ calculations/ test certificates for approval including of side lapping, end lapping etc. all complete for below mentioned spans. The sheet shall be permanently coated with silicon modified polyster paint of minimum 20 microns (nominal) SMP or polyester paint on one side (exposed side) on 5 micron (nominal) primer coat and 5 microns (nominal) SMP or polyester paint over 5 micron (nominal) primer coat on the other side. SMP and polyester paint systems shall conform to Product type 4 as per AS/ANZ 2728, including self-drilling white zinc plated heat treated carbon steel screws of minimum 5.6 mm dia @ 260mm c/c in the trough and stich screws between two adjacent sheets and sealing with epoxy sealant all complete as per customer specification. Measurement of profile sheeting shall be of the plan area of roof covered by MS trough metal decking.----Span Upto 1700mm	SQM		312	312		312

Annexure-1

Lot-1 & 2 quantities

E-Tender Ref. No.: PSER:PUR:PMX:374(VIII):020 (ENQ:21:PP:0015:PUR:22)

Date: 27/07/2021

VOLUME-IC, R-0 SPECIAL CONDITIONS OF CONTRACT

PROCUREMENT OF PERMANENT COLOUR COATED SHEETS FOR 1X250 MW NSPCL ROURKELA TPP, ROURKELA, ODISHA

Item No.	Description	Unit	Qty-Main Plant	Qty--CHP	Total qty	Lot-1	Lot-2
A1503S	Designing, Supplying, of External sheet of Permanent colour coated metal cladding with troughed M.S. sheets of 0.6mm bare metal thickness having minimum yield strength 250 MPa and zinc-aluminium alloy coating not less than 150gm/sqm total on both sides including corrosion resistant self tapping / self drilling type fasteners with suitable cap (required for fixing to supports / rails by concealed fixing system), flashing etc. all complete. The exposed face of the sheet shall be permanently colour coated with Polyfluro Vinyl Coating (PVF2) of minimum dry film thickness (DFT) 20 microns over suitable primer. Inner face of the sheet shall be provided with suitable pre-coating of minimum DFT 7 microns over suitable primer. The permanent colour coated sheet shall meet the general requirements of IS : 14246 and shall conform to class 3 for the durability.	SQM		990	990		990

Annexure-1

Lot-1 & 2 quantities

E-Tender Ref. No.: PSER:PUR:PMX:374(VIII):020 (ENQ:21:PP:0015:PUR:22)

Date: 27/07/2021

VOLUME-IC, R-0 SPECIAL CONDITIONS OF CONTRACT

PROCUREMENT OF PERMANENT COLOUR COATED SHEETS FOR 1X250 MW NSPCL ROURKELA TPP, ROURKELA, ODISHA

Item No.	Description	Unit	Qty-Main Plant	Qty--CHP	Total qty	Lot-1	Lot-2
A1504S	Designing, Supplying of External sheet of Permanent colour coated metal cladding with high strength tensile steel sheet 0.5mm bare metal thickness having minimum yield strength 350 MPa and zinc-aluminium alloy coating not less than 150 gm/sqm total on both sides including corrosion resistant self tapping / self drilling type fasteners with suitable cap (required for fixing to supports / rails by concealed fixing system), flashing etc. all complete. The exposed face of the sheet shall be permanently colour coated with Polyfluro Vinyl Coating (PVF2) of minimum dry film thickness (DFT) 20 microns over suitable primer. Inner face of the sheet shall be provided with suitable pre-coating of minimum DFT 7 microns over suitable primer. The permanent colour coated sheet shall meet the general requirements of IS : 14246 and shall conform to class 3 for the durability.	SQM		1242	1242		1242

Annexure-1

Lot-1 & 2 quantities

E-Tender Ref. No.: PSER:PUR:PMX:374(VIII):020 (ENQ:21:PP:0015:PUR:22)

Date: 27/07/2021

VOLUME-IC, R-0 SPECIAL CONDITIONS OF CONTRACT

PROCUREMENT OF PERMANENT COLOUR COATED SHEETS FOR 1X250 MW NSPCL ROURKELA TPP, ROURKELA, ODISHA

Item No.	Description	Unit	Qty-Main Plant	Qty--CHP	Total qty	Lot-1	Lot-2
B1504S	Designing, Supplying External sheet of Permanent colour coated metal cladding shall be troughed (Minimum depth of trough= 28 mm & Maximum pitch of trough= 200 mm) zinc-aluminium alloy (55% Aluminium, 43.4% Zinc and 1.6% Silicon) coated, not less than 150 gm/sq m, having High Tensile sheet (Fy=550 MPa) of 0.5 mm (minimum) Base Metal Thickness including corrosion resistant self tapping / self drilling type fasteners with suitable cap(required for fixing to supports / rails by concealed fixing system) , flashing etc. all complete. The exposed face of the sheet shall be permanently colour coated with Polyfluro Vinyl Coating (PVF2) of minimum dry film thickness (DFT) 20 microns over minimum 5 microns of suitable primer. Inner face of the sheet shall be provided with suitable pre-coating of minimum DFT 12 microns over minimum 5 microns of suitable primer. The permanent colour coated sheet shall meet the general requirements of IS : 14246 and shall conform to class 3 for the durability.	SQM	275	25936	26211	22000	4211

Annexure-1

Lot-1 & 2 quantities

E-Tender Ref. No.: PSER:PUR:PMX:374(VIII):020 (ENQ:21:PP:0015:PUR:22)

Date: 27/07/2021

VOLUME-IC, R-0 SPECIAL CONDITIONS OF CONTRACT

PROCUREMENT OF PERMANENT COLOUR COATED SHEETS FOR 1X250 MW NSPCL ROURKELA TPP, ROURKELA, ODISHA

Item No.	Description	Unit	Qty-Main Plant	Qty--CHP	Total qty	Lot-1	Lot-2
A1506	Designing & supplying Prefabricated sandwich panels comprising troughed profile with outer sheet of permanent Color coated (non-insulated) metal sheets troughed (Minimum depth of trough= 28 mm & Maximum pitch of trough= 200 mm) zinc-aluminium alloy (55% Aluminium, 43.4% Zinc and 1.6% Silicon) coated, not less than 150 gm/sq m, having High Tensile sheet (Fy=550 MPa) of 0.5 mm (minimum) Base Metal Thickness. The exposed face of the outer sheet shall be permanently colour coated with Polyfluro Vinyl Coating (PVF2) of minimum dry film thickness (DFT) 20 microns over minimum 5 microns of suitable primer. Inner face of the outer sheet shall be provided with suitable pre-coating of minimum DFT 12 microns over minimum 5 microns of suitable primer and inner sheet made up of slight profiled linear tray of 0.5mm BMT 340 Mpa galvanized steel of 150 gsm zinc coating (total on both sides) with RMP color coating of 25 microns on the exposed side over the primer and 12 microns on the covered side over a 5 microns' primer coat. The insulation material shall be of high density CFC- free 30mm (at the valley position of the outer sheet) thick polyurethane foam insulation of density 40 – 42 Kg/m ³ sandwiched in between the two sheets. The panel should be finished with a malefemale jointing system. Cost is inclusive of hexa-headed self-drilling fasteners of required size with synthetic washers (required for fixing of panels to purlins), flashing and capping (top and bottom) made of pre-coated Galvalume sheet in plain form but in required shape.	SQM	1027	1009	2036		2036
Total			1302	29489	30791	22000	8791

VOLUME-IC, R-0	SPECIAL CONDITIONS OF CONTRACT
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DRAFT LC FORMAT

20 : LC NUMBER : _____

31C : DATE : (DD/MM/YYYY) : _____

40A#	TYPE OF L/C	IRREVOCABLE & NON TRANSFERABLE
31D#	DATE AND PLACE OF EXPIRY	DATE: SCHEDULED SHIPMENT DATE + 21 DAYS PLACE:
50#	NAME AND ADDRESS OF THE APPLICANT	<i>BHARAT HEAVY ELECTRICALS LIMITED</i> POWER SECTOR EASTERN REGION, 9/1, DJ BLOCK, SECTOR-II, SALT LAKE, KOLKATA.-700091, INDIA
59#	NAME AND ADDRESS OF THE BENEFICIARY	
32B#	CURRENCY AND AMOUNT OF CREDIT (IN FIGURES AND WORDS)	TOTAL VALUE / REVOLVING VALUE AS PER PO (INCLUDING TAXES BUT EXCLUDING TDS)
39A	AMOUNT OF TOLERANCE IN QUANTITY AND/ OR VALUE	+/- AS PER TENDER
39B	MAXIMUM CREDIT AMOUNT	CLAUSE 32B +/- TOLERANCE
39C	ADDITIONAL AMOUNT COVERED (USANCE INTEREST, RATE ETC.)	NOT APPLICABLE
41A#	CREDIT AVAILABLE WITH	AS PER BIDDER
	CREDIT AVAILABLE BY	NEGOTIATION
42C#	USANCE OF THE DRAFTS	AT SIGHT / USANCE - AS PER TENDER (IN CASE OF USANCE THE PERIOD STARTS FROM SUBMISSION OF BOE)
42A	DRAFT TO BE DRAWN ON	

VOLUME-IC, R-0	SPECIAL CONDITIONS OF CONTRACT
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43P#	PARTIAL SHIPMENTS	<i>AS PER OFFER</i>
43T#	TRANSSHIPMENTS	<i>AS PER OFFER</i>
44A	DELIVERY FROM	<i>AS PER OFFER</i>
#	SHIPMENT FROM	<i>AS PER OFFER</i>
44B#	SHIPMENT TO	<i>AS PER TENDER</i>
	DELIVERY TO	<i>AS PER TENDER</i>

44C# LATEST SHIPMENT DATE LAST DATE OF DELIVERY PERIOD ***AS PER TENDER***

45A# DESCRIPTION OF GOODS AND/OR SERVICES:

AS PER TENDER

#DESPATCH TERMS: ***AS PER TENDER , UCP 600***

46A DOCUMENTS REQUIRED:

AS PER TENDER (MUST BE CLEARLY MENTIONED)

47A ADDITIONAL CONDITIONS: -

- 1) LD CLAUSE APPLICABLE. PAYMENT SHALL BE MADE AFTER DEDUCTING LD AND GST THEREON AND IS BINDING ON THE BENEFICIARY
- 2) ALL DOCUMENTS MUST BE WRITTEN IN ENGLISH
- 3) PAYMENT SHALL BE MADE AFTER DEDUCTING IT TDS / GST TDS AND IS BINDING ON THE BENEFICIARY.
- 4) GST (IF APPLICABLE) SHALL BE WITHELD FROM THE BILL AND THE SAME IS BINDING ON THE BENEFICIARY AND SHALL BE REFUNDED DIRECTLY AFTER RECEIVING CREDIT.
- 5) ALL DOCUMENTS MUST MENTION OUR LC NO EXCEPT THIRD PARTY DOCUMENTS
- 6) DOCUMENT DATE PRIOR TO THIS CREDIT IS ACCEPTABLE BUT NOT BEFORE THE DATE OF PO
- 7) ACTUAL MEASUREMENT OF MATERIAL RECEIPT SHALL BE CONSIDERED FOR PAYMENT. PAYMENT SHALL BE MADE AFTER DEDUCTING FOR SHORT RECEIPT AND IS BINDING ON THE BENEFICIARY

VOLUME-IC, R-0	SPECIAL CONDITIONS OF CONTRACT
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- 8) CONSIGNEE DETAILS: ***AS PER TENDER (SHOULD BE TO THE ORDER OF LC OPENING BANK AND NOTIFY PARTY-1,2,3 ETC.)***

71 BANK CHARGES

BHEL WILL BEAR OPENING CHARGES AND
RETIREMENT CHARGES ONLY

ANY OTHER CHARGES WILL BE TO BENEFICIARY
ACCOUNT INCLUDING DISCREPANY CHARGES
AND DISCREPANCY DOCUMENT ACCEPTANCE
CHARGES.

**48 PRESENTATION PERIOD
OF DOCUMENTS**

WITHIN THE VALIDITY OF LC

49 # CONFIRMATION INSTRUCTIONS

WITHOUT CONFIRMATION.

**57A CREDIT TO BE ADVISED TO
BENEFICIARY THROUGH (BANK) :-**

AS PER BIDDER

**NOTE: ADDITIONAL CONDITION AS PER CLAUSE 47A ABOVE MAY VARY AS PER THE
FINALIZED TERMS OF THE TENDER**

TECHNICAL CONDITIONS OF CONTRACT

Permanent Color coated (non-insulated) metal sheets shall be troughed (Minimum depth of trough= 28 mm & Maximum pitch of trough= 200 mm) zinc-aluminium alloy (55% Aluminium, 43.4% Zinc and 1.6% Silicon) coated, not less than 150 gm/sq m, having High Tensile sheet (Fy=550 MPa) of 0.5 mm (minimum) Base Metal Thickness. These shall be used for the cladding system at roof & Sides The outer (exposed face) shall be permanently color coated with PVF2 paint of minimum DFT 20 microns over minimum 5 microns of primer and the inner side (inner face) shall be coated with same paint of minimum DFT 12 microns over minimum 5 microns of primer. These shall be fixed directly to purlins and side runners. The sheets shall meet the general requirement of IS: 15965 and shall conform to class 3 for the durability. The paint shall have medium gloss, minimum 40% GU with 60° head. All flashings, trim closures, caps etc. required for the metal cladding system shall be made out of plain zinc-aluminium alloy coated sheets having same specification as mentioned above.

Insulated panels for Roofing and Side Walls: Prefabricated sandwich panels comprising troughed profile with outer sheet matching with permanent color coated (non-insulated) metal sheet specified above at point "a" and inner sheet made up of slight profiled linear tray of 0.5mm BMT 340 Mpa galvanized steel of 150 gsm zinc coating (total on both sides) with RMP color coating of 25 microns on the exposed side over the primer and 12 microns on the covered side over a 5 microns' primer coat. The insulation material shall be of high density CFC- free 30mm (at the valley position of the outer sheet) thick polyurethane foam insulation of density 40 – 42 Kg/m³ sandwiched in between the two sheets. The panel should be finished with a male female jointing system. The panels shall be fixed to the purlins with hexa-headed self-drilling fasteners of required size with synthetic washers at the crests. Flashing and capping (top and bottom) shall be made of pre-coated Galvalume sheet in plain form but in required shape.

Metal Decking

- a) Troughed permanently colour coated metal decking sheet of steel for floor/roof decking shall conform to the requirements of given Table-.
- b) Steel/ aluminium alloy shall be colour coated with total coating thickness of 35microns (nominal) dry film thickness (DFT) comprising of silicon modified polyester(SMP with silicon content 30% to 50%) paint or polyester paint, of 20 microns(nominal) SMP or polyester paint on one side (exposed side) on 5 micron (nominal)primer coat and 5 microns (nominal) SMP or polyester paint over 5 micro (nominal) primer coat on the other side. SMP and polyester paint systems shall conform to Product type 4 as per AS/ANZ 2728.
- c) Sheet shall be of approved profile, sectional properties, colour and shade.
- d) Chemical composition of troughed permanently colour coated metal decking sheet shall conform to the provisions of the same reference code to which the mechanical properties conform to.
- e) Mechanical properties shall be confirmed by relevant tests

Group	Grade/ Reference	Yield strength (min) MPa	Tensile Strength (Min)M pa	Elongation % (min) L0=50mm	Coating class Designation L0=80mm	BMT mm	+ve tolerance mm	Upper limit of BMT mm	+ve tolerance mm	Lower limit of BMT mm
I	SS255/ ASTM A653M	255	360	18	Z275	Z275	.04	.84	-0.04	0.76

- f) For metal decking the sectional modulus and moment of inertia of troughed profile per meter width shall be so as to limit the deflection of sheets to span/250 over a span of 1.7 m under total super imposed loading (DL +LL) of 450 kg per Sq.M. for two span condition. The sectional modulus and moment of inertia of troughed profile shall be computed as per the provisions of IS: 801 for satisfying the deflection and strength requirements. All structural calculations for checking the adequacy of the profiled sheet for strength & deflection criteria is to be done taking into consideration the maximum permissible negative tolerance over the specified BMT i.e. the lower limit of BMT is to be considered as per last column in above table
- g) Distorted, blemished or water stained sheets shall not be used.
- h) Side and end laps of the sheets shall be made weather proof by securing them with the fasteners not less than 4.0mm diameter with 2.0 mm thick neoprene washer. Maximum spacing of the fasteners should not exceed 500 mm
- i) Side and end of decking sheet shall be located and positioned in such a manner as to provide the maximum weather protection taking into account the direction of the prevailing wind.
- j) Length of the sheet shall be such as to cover minimum 3 span purlin spacing's.
- k) The roof decking sheets shall be fixed to the purlins with the help of self-drilling and tapping type fasteners and neoprene washers
- l) Sheets shall be laid over the supporting purlins with a minimum bearing of 50mm and end projection of 75 mm at lap joints.

- m) End and side laps between the sheets shall be sufficiently large to ensure the weather tightness. In no case, the end laps shall be less than 150 mm and side laps less than one trough length with proper weather tight arrangement.

List of approved manufacturer of BHEL/Customer

10.	COLOUR COATED SHEET (FOR COIL)	UNION STEEL, KOREA
		DONGBU STEEL, KOREA
		BHUSHAN STEEL AND STRIPS LTD, RAIGAD
		ESSAR STEEL LTD, PUNE
		NATIONAL STEEL AND AGRO, DHAR
		JSW STEEL COATED PRODUCTS LTD, KAMLESHWAR
		BHUSHAN STEEL LTD, SAHIBABAD
		JSW LTD, THANE
		TATA BUESCOPE STEEL LTD, JAMSHEDPUR

FORMS & PROCEDURES

Form No: F-01 (Rev 00)

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature :

Name :

Address :

Place:

Date:

FORMS & PROCEDURES

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 date, 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

FORMS & PROCEDURES

Form No: F-05 (Rev 00)

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(✓) 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 Authorised 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 action against the Bidder/Contractor.

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 (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____¹ hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated² valued at Rs.....² (Rupees -----)for <Nature of Work>³ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----)⁴ without any demur, immediately on a demand from the Employer, .

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

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

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

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

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

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁵ and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the⁶ (3 months more than the present date of validity of Bank Guarantee) 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 exceed.....⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before⁹ (3 months more than the present date of validity of Bank Guarantee) 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.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

2. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
- b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- b.2** **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

List of Consortium Banks *			
	Nationalised Banks		Nationalised Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign banks
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

* wef 22.03.2016