



निविदा आमंत्रण सूचना
NOTICE INVITING TENDER (NIT)

Enquiry No-77/25/6211/SAN

Date 3-Dec-25

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

1. Tender Type	Open Tender (Domestic-Indian)			
2. Package	MILL REJECT SYSTEM (MECHANICAL CONVEYOR TYPE)			
3. Type of Agreement	2 X 800 MW NTPC SINGRAULI TPP			
4. Executing Agency	BHEL-PSNR			
5. End Customer	NTPC			
6. Mode of Enquiry	E - PROCUREMENT			
7. Numbers of Part bid	2-Part bid (Techno-commercial and Price bid)			
8. Due Date & Time	For offer submission	15-Dec-25	12:00 PM	
	For P-1 bid opening	15-Dec-25	04:00 PM	
9. Earnest Money Deposit (EMD) (Refer S.no- 27 for details)	Applicable	EMD Amount (Rs)	6,00,000	
10. Tender Cost	NIL			
11. Eligibility of Local Supplier as per MII (Refer S.no- 35 for details)	Nature of Package: Non - Divisible 50% - Class-I Local Supplier & 20% - Class-II Local Supplier			
12. Technical Scope	As per Technical specification No: PE-TS-512-160-A101 Rev-00			
13. Pre-bid Clarification	Last Date for Seeking Clarification	10-Dec-25		
	Suppliers to contact BHEL-PEM (over phone/ mail/ visit-BHEL-PEM) for any clarification (Technical or Commercial) at least 05 days before the due date of Tender opening & get it clarified well before the due date, so that offers by the Suppliers may be submitted within the due date & time. BHEL reserves the right not to respond to pre-bid clarifications received after last date of seeking clarification. Bidders to furnish the pre-bid queries in editable format also.			
14. Schedule of Pre-bid Discussion	Based on Bidder's Request, if required, Pre-Bid Meeting shall be arranged.			
15. Prequalification Requirements	Financial PQR- YES	Technical PQR- YES		
	This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the Suppliers including Start-up/MSME.			
16. CIF Content	Not Available			





17. Mode of Price Finalisation	<p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender.</p> <p>RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders 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.</p> <p>In case of single qualified bid, price bid of single qualified bidder shall be opened.</p>
18. HSE Guidelines	Applicable. Please refer the below link to download- https://pem.bhel.com/Documents/GCC/HSE Plan Rev02.pdf
19. Delivery Schedule	<p>a) Design & Engineering: Drawing/documents submission & re-submission schedule shall be as per Technical Specification- PE-TS-512-160-A101.</p> <p>b) Main Supply (including commissioning spares): Unit 1: 18 months from the date of LOA. Unit 2: 22 months from the date of LOA.</p> <p>c) Services: Bidder to depute their personnel at site within 10 days from the date of intimation by BHEL.</p> <p>d) Mandatory Spares: To be delivered along with the last consignment of main supply within the contractual delivery period or 6 months from BBU approval, whichever is later.</p>
20. Delivery terms	FOR Despatch Station for supply
21. Payment Terms	<p>a) Design & Engineering: 50% of price of Design/engineering Charges shall be made against basic engineering (i.e. Preparation, submission & approval of basic drawing/ documents as indicated in tender specification) and the remaining payment shall be made for the balance engineering part on pro-rata basis. Bidder to submit additional BG of equivalent amount which shall be valid till completion of main supply.</p> <p>b) Main Supply: As per clause no-9.2.1 of GCTC of GCC BOP Rev-00.</p> <p>c) Services: As per clause no-9.4 of GCTC of GCC BOP Rev-00.</p> <p>d) Mandatory Spares: As per clause no-9.1.1 of GCTC of GCC BOP Rev-00.</p> <p>Clause no 9.5 (excluding notes) of GCTC of GCC BOP Rev. 00 along with its Corrigendum-01 shall be read as-</p> <p>Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within 30 days after submission of complete documents as per clause no 9.6.2 – 9.6.5 of GCC BOP Rev00 along with its Corrigendum-01</p>
22. Price Basis	PVC Applicable, Refer Annexure-A for PVC
23. Variation of contract value as per clause no. 6.0 of ITB of BOP GCC	+/-10% (Refer Annexure-XIII of GCC BOP Rev-00)
24. Integrity Pact Applicability - Yes	<p>In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL.</p> <ol style="list-style-type: none"> 1. Dr. Sarat Kumar Acharya, Ex-CMD, NLC (iem1@bhel.in) 2. Shri R. Mukundan, IRPS (Retd.) (iem2@bhel.in) 3. Shri Madan Lal Meena, IAS (Retd.) (iem3@bhel.in)



	<p>Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable. The evaluation currency for this tender shall be INR.</p> <p>In RA, the loading (technical/commercial), if any, shall be added by bidder while submitting the bid in reverse auction portal. Ordering shall be done after de-loading the commercial/ technical loading from bidder's final price.</p> <p>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.</p> <p>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).</p> <p>Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.</p>
25. Tender Evaluation	
26. Minimum Supervision of E&C Charges:	Clause no -3.2 of ITB of GCC BOP Rev-00 shall be read as "Supervision of E&C charges, if applicable should not exceed 2% of the total contract value, failing which the quoted amount shall be adjusted to 2% of the total contract value by BHEL at the time of evaluation and ordering.".
27. Earnest Money Deposit (EMD):	EMD is to be submitted by all the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).
<p>Modes of deposit</p> <p>The EMD shall be accepted only in the following forms:</p> <ul style="list-style-type: none">i) Electronic Fund Transfer credited in BHEL account (before tender opening): https://pem.bhel.com/Documents/SupplierSection/BHELBANKER.pdfii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL-PEM, Noida (along with the offer).iii) Fixed Deposit Receipt (FDR)iv) Bank Guarantee from any of the Scheduled Banks (refer Annexure A along with GeM Bid/NIT for BG Format)v) Insurance Surety Bonds. <p>Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at s.no (i) shall have to be submitted to the bidder within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut-off date.</p> <p>Validity period of EMD: The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p>EMD shall not carry any interest.</p> <p>Forfeiture of EMD: -</p> <ul style="list-style-type: none">I. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.II. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines.	



Return of EMD: -

- I. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, Bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.
- II. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.

28. Performance Security: Successful bidder is required to submit Performance Security to BHEL-PSNR as below within 14 days from the date of LOA:

- i. Initially 10% of the contract value (total Ex-works price excluding PVC). 5% of the contract value (excluding PVC) will be released after completion main supply based on certification by Project Group/Purchaser. However, 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.

OR

- ii. 5% of the contract value (total Ex-works price excluding PVC). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of main supply based on certification by Project Group/Purchaser. However, 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.

Validity of PS: As per GCC BOP Rev-00, Validity mentioned in clause 11.3 of GCC BOP shall be applicable for all allowed instruments of performance security.

Modes of deposit: Performance security may be furnished in the following forms:

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

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

Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Notes/Remarks

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

The Performance Security shall not carry any interest.



29. Breach of contract, Remedies and Termination- Clause no. 27.0 of GCTC of GCC-BOP is not applicable. However, in case of Breach of Contract by contractor, BHEL shall recover 10% of the contract value from the contractor using following instruments:

- Encashment of security instruments like EMD, Security Deposit with BHEL -PSNR against the said contract.
- balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the contractor, retention amount etc with BHEL - PSNR.
- balance amount from security instruments like EMD, Security Deposit and other financial remedies i.e. available bills of the contractor, retention amount etc. with other units of BHEL.

(iv) If recovery is not possible then legal remedies shall be pursued

The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of Liquidated Damages, Debarment, Termination, De-scoping, Short-closure, etc., shall be applied as per provisions of the contract

30. Construction Power & Construction water shall be as per s.no -22 of SCC of the project

31. GST shall be payable extra at actual.

32. Purchase preference would be applicable to MSE bidders as per GOI circular (No. F.1/4/2021- PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications.

All the bidders are required to declare their ownership status (SC/ ST or Women-owned or others) along with their MSE category in format enclosed with NIT. This declaration, along with the Udyam Certificate, shall be mandatory for bidders to avail benefits under the Public Procurement Policy.

33. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.

34. Bidder to quote non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.

35. Make in India: For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier shall be as defined in Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024.

The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. For this tender, offer from **only Class-I Local Suppliers & Class-II Local Suppliers** shall be considered.

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

- Provide a self-certification (as per format available in NIT) giving the percentage of local content.
- Provide the details of the location(s) at which the local value addition shall be made.

Please submit the extract of AGM Resolution of your company regarding appointment of statutory auditor or cost auditor of current year.

36. Insurance Deductibles/Excess: As per enclosed Insurance Policy.

37. Supplier to note that this is an Open Tender enquiry & consideration of their offer for price bid shall be subjected to the following conditions:

- Qualifying Technical & Financial Pre-Qualification Requirement (attached).
- Techno-Commercial acceptance of offer by BHEL-PEM.
- Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder. Accordingly, bidders are requested to submit credential as per the format enclosed herewith along with their technical bid

It is suggested that suppliers participating in the tender get themselves registered with BHEL-PEM as a "Regular Supplier". Regular Suppliers for the package are informed about the floated tender enquiries by BHEL-PEM. Suppliers to apply online through registration portal available at www.pem.bhel.com - Supplier



Zone- Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.

38. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.pem.bhel.com) and GePNIC portal. Suppliers should regularly visit websites to keep themselves updated.

39. Grievance Redressal Mechanism: To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company:
Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

- First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.*
- Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.*

40. Verification of PQR documents: Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same is not available, then purchaser has right to reject such document(s) from evaluation

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

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

43. If Supplier mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the Supplier. If such item is required to be supplied for system completion in future, same will be supplied free of cost.

44. All bidders to declare 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.

45. At Sl.no. 17 of ITB of GCC BOP Rev.00, "Base rate of SBI on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 6%" may be read as "Repo Rate on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 4%"

46. Conciliation & Arbitration shall be as per **Annexure-B** to NIT.

47. **Conflict of interest:** All bidders are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the bidder

48. Terms & Conditions: - Other Terms & Conditions shall be as per enclosed **Special Conditions of Contract (SCC) of the project, General Conditions of Contract (GCC)-BOP Rev 00 along with corrigendum-01 to GCC - BOP** which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.

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





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

Following documents need to be uploaded:

- Offer forwarding/ covering letter with Un-price bid + Deviation Sheet (Cost of Withdrawal)
- Documents required for meeting Technical & Financial PQRs
- Integrity Pact
- Local Content Certificate in line with Make in India circular
- Land Border Certificate
- Mandatory declaration by MSE bidders
- Mandatory declaration by bidders regarding conflict of interest
- Price Bid on e-procurement portal - <https://eprocurebhel.co.in/nicqep/app>

51. It shall be the responsibility of the Supplier to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

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

Sanjeev Kumar /Engineer-BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
BHEL Sadan,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-mail: Sanjeev_k@bhel.in
Contact No.: 0120-2218522

Upendra Chaudhary/DGM – BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
BHEL Sadan
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-mail: upendrachaudhary@bhel.in
Contact No.: 0120-2218557

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

Thanking You.
For and on behalf of BHEL

Sanjeev Kumar
Engineer/ BOP/ PEM Noida

Enclosures:

1. SCC of the Project
2. Technical & Financial PQR
3. Technical Specifications
4. HSE plan
5. Annexure-A for PVC
6. Annexure-B for Conciliation & Arbitration
7. Price format
8. Abridged version of applicable RA guidelines
9. General Conditions of Contract (GCC)-BOP Rev 00 along with its Corrigendum-01



**Power Sector – PEM Noida
Technical Pre - Qualification
Requirements**

**Project: NTPC SINGRAULI STPP STAGE III
(2X800MW)**
**Package: MILL REJECT HANDLING SYSTEM
(MECHANICAL CONVEYOR TYPE)**
DEPARTMENT: Mechanical Auxiliaries

Sheet 1 of 1

REV 00

Mill reject handling system offered by the Bidder shall be only from such manufacturer/supplier who has previous experience of manufacturing/got manufactured and supplying metallic belt conveyor type or chain flight conveyor type handling systems of capacity 1.5 MTPH or higher for any industrial installations unit which are in successful operation in at least one (1) plant for a period not less than one (1) year as on date of bid opening.

The reference handling systems should be of the same type i.e. metallic belt conveyor system or chain flight conveyor system as is being offered by the Bidder.

Notes:	
1	For establishing PQ requirement, copy of minimum one (1) performance certificate in English from end user specifying that the system is running successfully for at least one (1) year as on date of bid opening along with copy of related Purchase Order (PO)/ Letter of Intent (LOI)/ Letter of award (LOA) or Work order (WO), in support of PQR specified above.
2	Bidder shall submit supporting documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/purchase order. In order to meet the PQR, the bidder shall provide all necessary data such as type, design, make, capacity, duty conditions, date of commissioning/ operation etc.
3	Bidder to submit supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.
4	Consideration of offer shall be subjected to end customer's (NTPC) approval of bidder.
5	After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.
6	Notwithstanding anything stated above, BHEL/NTPC reserve the right to assess the capabilities and capacity of the manufacturer/supplier to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL/NTPC. (Bidder to furnish details mentioned in Annexure 1)

ANNEXURE-1



CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्वासन
SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली

i.	<i>Item/Scope of Sub-contracting</i> उप-संविदा(अनुबंध) का मद/ दायरा			
ii.	<i>Address of the registered office</i> पंजीकृत कार्यालय का पता	<i>Details of Contact Person</i> संपर्क व्यक्ति का विवरण (<i>Name, Designation, Mobile, Email</i>) (नाम, पदनाम, मोबाइल, ईमेल)		
iii.	<i>Name and Address of the proposed Sub-vendor's works where item is being manufactured</i> प्रस्तावित उप-विक्रेता के कार्यों का नाम और पता, जहां मद का निर्माण किया जा रहा है	<i>Details of Contact Person:</i> संपर्क व्यक्ति का विवरण (<i>Name, Designation, Mobile, Email</i>) (नाम, पदनाम, मोबाइल, ईमेल)		
iv.	<i>Annual Production Capacity for proposed item/scope of sub-contracting</i> उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए वार्षिक उत्पादन क्षमता			
v.	<i>Annual production for last 3 years for proposed item/scope of sub-contracting</i> उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए पिछले 3 वर्षों का वार्षिक उत्पादन			
vi.	Details of proposed works प्रस्तावित कार्यों का विवरण			
1.	<i>Year of establishment of present works</i> वर्तमान फैक्टरी की स्थापना का वर्ष			
2.	<i>Year of commencement of manufacturing at above works</i> उपरोक्त फैक्टरी में निर्माण कार्य शुरू होने का वर्ष			
3.	<i>Details of change in Works address in past (if any)</i> पूर्व में फैक्टरी स्थल में परिवर्तन का विवरण (यदि कोई हो)			
4.	<i>Total Area</i> कुल क्षेत्र			
	<i>Covered Area</i> शामिल क्षेत्र			
5.	<i>Factory Registration Certificate</i> फैक्टरी पंजीकरण प्रमाण पत्र	<i>Details attached at Annexure – F2.1</i> विवरण अनुलग्नक- एफ 2.1 पर संलग्न है		
6.	<i>Design/ Research & development set-up</i> डिजाइन / अनुसंधान और विकास सेटअप (<i>No. of manpower, their qualification, machines & tools employed etc.</i>) (श्रमिकों की संख्या, उनकी योग्यता, मशीन और उपलब्ध उपकरण आदि)	<i>Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design)</i> <i>Details attached at Annexure – F2.2</i> <i>(if applicable)</i> लागू / लागू नहीं, अगर विनिर्माण मुख्य संविदाकार / खरीदार के डिजाइन के अनुसार है) विवरण अनुलग्नक-एफ 2.2 पर संलग्न है। <i>(यदि लागू हो)</i>		
7.	<i>Overall organization Chart with Manpower Details</i> (<i>Design/Manufacturing/Quality etc</i>) मैनपावर विवरण के साथ समग्र संगठन का चार्ट(डिजाइन / विनिर्माण / गुणवत्ता आदि)	<i>Details attached at Annexure – F2.3</i> विवरण अनुलग्नक – F2.3 में संलग्न है।		
8.	<i>After sales service set up in India, in case of foreign sub-vendor(Location, Contact Person, Contact details etc.)</i> भारत	<i>Applicable / Not applicable</i> लागू / लागू नहीं		



CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्वासन
SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली

	में विक्री सेवा की स्थापना के बाद, विदेशी उप-विक्रेता के मामले में(स्थल , संपर्क व्यक्ति, संपर्क विवरण आदि)						<i>Details attached at Annexure – F2.4</i> विवरण अनुलग्नक -2.4 पर संलग्न है।
9.	<i>Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any</i> फ्लोचार्ट सहित विनिर्माण प्रक्रिया निष्पादन योजना , जिसमें आउटसोर्स प्रक्रिया, यदि कोई हो, सहित कच्चे माल से तैयार उत्पाद तक विनिर्माण के विभिन्न चरणों को दर्शाया गया हो,						<i>Details attached at Annexure – F2.5</i> विवरण अनुलग्नक - F2.5में संलग्न है।
10.	<i>Sources of Raw Material/Major Bought Out Item</i> कच्चे माल के स्रोत / खरीदे हुए मुख्य मद						<i>Details attached at Annexure – F2.6</i> विवरण अनुलग्नक - F2.6में संलग्न है।
11.	<i>Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing</i> कच्चे माल / खरीदे हुए मद, प्रक्रियाबद्ध, अंतिम परीक्षण, पैकिंग करते समय गुणवत्ता नियंत्रण						<i>Details attached at Annexure – F2.7</i> विवरण अनुलग्नक - F2.7 पर संलग्न है
12.	<i>Manufacturing facilities</i> (List of machines, special process facilities, material handling etc.) विनिर्माण सुविधा(मशीनों की सूची , विशेष प्रक्रिया सुविधाएं, सामग्री रख-रखाव आदि)						<i>Details attached at Annexure – F2.8</i> विवरण अनुलग्नक - F2.8में संलग्न है।
13.	<i>Testing facilities (List of testing equipment)</i> परीक्षण सुविधाएं(परीक्षण उपकरण की सूची)						<i>Details attached at Annexure – F2.9</i> विवरण अनुलग्नक – F2. 9 में संलग्न है।
14.	<i>If manufacturing process involves fabrication then- यदि निर्माण प्रक्रिया में फेब्रिकेशन की गई है तो-</i> <i>List of qualified Welders</i> पात्र वेल्डर की सूची <i>List of qualified NDT personnel with area of specialization</i> विशेषज्ञता के क्षेत्र सहित पात्र एनडीटी कार्मिकों की सूची						<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure – F2.10</i> विवरण अनुलग्नक - F2.10में संलग्न है। (if applicable) लागू / लागू नहीं
15.	<i>List of out-sourced manufacturing processes with Sub-Vendors' names & addresses</i> सब-वेंडर द्वारा बाह्य स्रोतों (उनके नाम और पते सहित)से करवाएं गए निर्माण प्रक्रियाओं की सूची						<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure. –F2.11</i> विवरण अनुलग्नक - F2.10में संलग्न है। (if applicable) (यदि लागू हो)
16.	<i>Supply reference list including recent supplies</i> नवीनतम आपूर्ति सहित आपूर्ति संदर्भ सूची						<i>Details attached at Annexure – F2.12</i> विवरण अनुलग्नक - F2.12 में संलग्न है। (as per format given below) (नीचे दिए गए प्रारूप के अनुसार)
<i>Project/ package</i> परियोजना /पैकेज		<i>Customer Name</i> ग्राहक का नाम	<i>Supplied Item (Type/Rating/Model /Capacity/Size etc)</i> आपूर्ति की गई वस्तु (प्रकार / रेटिंग / मॉडल / क्षमता / आकार आदि)	<i>PO ref no/date</i> पीओ संदर्भ सं. / तिथि	<i>Supplied Quantity</i> आपूर्ति की मात्रा	<i>Date of Supply</i> आपूर्ति की तारीख	
17.	<i>Product satisfactory performance feedback letter/certificates/End User Feedback</i> उत्पाद के संतोषजनक प्रदर्शन संबंधी फीडबैक पत्र / प्रमाण पत्र / अंतिम उपयोगकर्ता फीडबैक						<i>Attached at annexure - F2.13</i> अनुलग्नक F2. 3पर संलग्न है
18.	<i>Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product</i>						<i>Applicable / Not applicable</i> लागू / लागू नहीं



CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्वासन
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	<p><i>(similar or higher rating)</i> प्रस्तावित उत्पाद (एक समान या उच्च रेटिंग वाले) के लिए टाइप टेस्ट रिपोर्ट (टाइप टेस्ट विवरण, रिपोर्ट संख्या, एजेंसी, जांच की तारीख) का सारांश</p> <p>नोट: - रिपोर्ट प्रस्तुत करने की आवश्यकता नहीं है</p> <p><i>Note:- Reports need not to be submitted</i></p>	<p><i>Details attached at Annexure – F2.14</i> विवरण अनुलग्नक - F2.1 4में संलग्न है <i>(if applicable)</i> (यदि लागू हो)</p>
19.	<p><i>Statutory / mandatory certification for the proposed product</i> प्रस्तावित उत्पाद के लिए वैधानिक / अनिवार्य प्रमाणीकरण</p>	<p><i>Applicable / Not applicable</i> लागू / लागू नहीं</p> <p><i>Details attached at Annexure – F2.15</i> <i>(if applicable)</i> (यदि लागू हो)</p>
20.	<p><i>Copy of ISO 9001 certificate</i> आईएसओ 9001 प्रमाण पत्र की प्रति <i>(if available)</i> (यदि उपलब्ध हो)</p>	<p><i>Attached at Annexure – F2.16</i> अनुलग्नक में संलग्न - F2.1 6 है</p>
21.	<p><i>Product technical catalogues for proposed item (if available)</i> प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग (यदि उपलब्ध हो)</p>	<p><i>Details attached at Annexure – F2.17</i> विवरण अनुलग्नक - F2.1 7 में संलग्न है</p>

<i>Name:</i> नाम:	<i>Desig:</i> पद:	<i>Sign:</i> हस्ता कर:	<i>Date:</i> तिथि:
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Company's Seal/Stamp:- कंपनी की मुहर / मोहर:-



PRE - QUALIFYING REQUIREMENTS

PROJECT: 2 X 800 MW NTPC SINGRAULI TPP

PACKAGE: MILL REJECT SYSTEM

CRITERIA FOR EVALUATION - FINANCIAL :

Amount (in Rs.)

Average annual financial turnover value during any three out of last six Financial Years as on tender due date should not be less than	1,58,00,000
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Rs.One Crore Fifty Eight Lakh only

Notes:-

a) The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for any three out of last six Financial Years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below:-

i) If the accounts are available for <= 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).

ii) If the accounts are available for >1 but <= 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).

iii) If the accounts are available for >2 but <= 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).

b) Foreign bidder is to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria.

c) Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, turnover figure excluding taxes shall be considered.

d) For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.

e) Bidder who is 50% or above subsidiary of any other company including those registered outside India and does not meet any of the above Financial Criteria, such bidder may be qualified based on credentials of its holding company provided such holding company meets the above PQR criteria. In such case, the Bidder would be required to furnish a Letter of Support from its Holding Company, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

f) In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, a Certificate would be required from CEO/CFO stating that the financial results of the Company are under audit as on the date of Techno-commercial bid opening and are not available.

PRICE ADJUSTMENT FORMULA FOR SUPPLY PORTION FOR MILL REJECT SYSTEM (MECHANICAL CONVEYING TYPE) FOR NTPC SINGRAULI STPP STAGE-III (2X800 MW)

- (1) The price adjustment formula is defined for price components related to Main Supply package.
- (2) The amount of price adjustment shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \times \{F + a \times (0.4 \times A_1 / A_0 + 0.1 \times B_1 / B_0 + 0.5 \times C_1 / C_0) + Lb \times L_1 / L_0\}$$

Where,

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA.

- (i) 'F' shall be fixed portion of the Ex-Works supply Price and shall be considered as 0.15.
- (ii) 'a' shall be co-efficient of major materials/ items involved in the Ex-Works Component of the Contract Price and shall be considered as 0.55.
- (iii) 'A' shall be Wholesale Price Index for "MANUFACTURE OF FABRICATED METAL PRODUCTS, EXCEPT MACHINERY AND EQUIPMENT" as published in RBI Bulletin-21, Sl.no. 1.3.15, Base: 2011-12 = 100
- (iv) 'B' shall be Wholesale Price Index for "MANUFACTURE OF ELECTRICAL EQUIPMENT" as published in RBI Bulletin-21, Sl.no. 1.3.17, Base: 2011-12 = 100
- (v) 'C' shall be Wholesale Price Index for "MANUFACTURE OF MACHINERY AND EQUIPMENT" as published in RBI Bulletin-21, Sl.no. 1.3.18, Base: 2011-12 = 100
- (vi) 'Lb' shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.3.
- (vii) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin-19, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).
- (viii) For the indices,
Subscript '0' refers to indices of Base Month for PVC which shall be taken as the month before the month of the price bid opening.
Subscript '1' refers to indices of the month of reckoning the variated price which shall be the month before the month in which dispatch is made.
The latest available indices are to be extrapolated to the above defined month w.r.t. the base month.

Source link of RBI bulletin: https://www.rbi.org.in/Scripts/BS_ViewBulletin.aspx

Note:

- (1) The price adjustment i.e. either increase or decrease shall be applicable upto the contractual date of completion of supplies. Contractual delivery/dispatch date would mean the delivery/dispatch date mentioned in the order including amendments in delivery/dispatch date (if any). PVC will not be applicable for the period beyond the contractual delivery/dispatch date where delay is attributable for supplier.
- (2) The price adjustment shall be limited to (+) 10% of Ex-Works Supply Price including commissioning spares. There is no ceiling on negative PVC.

PRICE ADJUSTMENT FORMULA FOR MANDATORY SPARES PORTION FOR MILL REJECT SYSTEM (MECHANICAL CONVEYING TYPE) FOR NTPC SINGRAULI STPP STAGE-III (2X800 MW)

(1) The price adjustment formula is defined for price components related to Mandatory Spares Portion.

(2) The amount of price adjustment shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \{F + a \times A1bco / A0bco + Lb \times L1 / L0\}$$

Where

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA.

(i) 'F' shall be fixed portion of the Ex-Works supply Price and shall be considered as 0.15.

(ii) 'a' shall be co-efficient which shall be considered as 0.6

(iii) A1bco & A0bco are as per "ALL COMMODITIES" as published in RBI Bulletin-21, Sl. No. 1 respectively, Base: 2011-12 = 100

(iv) 'Lb' shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.25

(v) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin-19, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(vi) For the indices,

Subscript '0' refers to indices of the Base Month which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month before the month in which delivery is required to be made as per the Purchase Order or its amendments issued.

The latest available indices are to be extrapolated to the above defined month w.r.t. the base month.

Source link of RBI bulletin: https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=20964

Note:

- 1) The price adjustment i.e. either increase or decrease shall be applicable upto the contractual date of completion of supplies. Contractual delivery/dispatch date would mean the delivery/dispatch date mentioned in the order including amendments in delivery/dispatch date (if any). PVC will not be applicable for the period beyond the contractual delivery/dispatch date where delay is attributable to supplier.
- 2) The price adjustment shall be limited to (+) 10% of Ex-Works Mandatory Spares Price. There is no ceiling on negative PVC.

CONCILIATION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. 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 for conduct of conciliation proceedings" (as available in www.bhel.com)).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

ARBITRATION

- i. 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 2.21.1 herein above 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, refer the disputes to Arbitral Institution i.e. "**India International Arbitration Centre (IIAC) Delhi**" for PSNR & PSER / "**Mumbai Centre for International Arbitration (MCIA), Mumbai**" for PSWR / "**Nani Palkhivala Arbitration Centre (NPAC) Chennai**" for PSSR and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- ii. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the **Head of the Region, Power Sector/ Unit, BHEL, executing the Contract** and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- iii. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

- v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.
- vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.
- vii. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- viii. The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- ix. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- x. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of above clause. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.