



BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING MANAGEMENT, NOIDA

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

1. Tender Type	Open Tender (Domestic-Indian)	
2. Package	EFFLUENT TREATMENT PLANT	
3. Project	2 X 660 MW NTPC TALCHER TPP STAGE-III	
4. End Customer	NTPC	
5. Executing Agency	BHEL-PSWR	
6. Nature of Package (Divisible/Non-Divisible)	Non-Divisible	
7. Technical Scope	As per Technical specification No: PE-TS-497-164-W001 Rev-00	
8. Schedule of Pre-Bid Discussion	Based on Bidder's request, Pre-Bid meeting shall be arranged.	
9. PVC	NOT APPLICABLE	
10. CIF APPLICABLE	NO	
11. QUANTITY VARIATION	AS PER GCC (+/-10%)	
12. REVERSE AUCTION	YES – BID TO RA H1 ELIMINATION	
13. CUSTOMER APPROVAL REQUIRED	YES	
14. Eligibility of Local Supplier as per Make in India Guideline	Only Class I Supplier (with local content 60% and above)	
15. HSE Guideline	Not applicable	
16. Prequalification Requirement	Financial PQR-NO	Technical PQR- YES
17. Delivery terms for Supply portion	FOR Despatch Station	
18. Bid Security/ Earnest Money Deposit (EMD)	<p>EMD is applicable. EMD amount shall be Rs. 40 Lakh.</p> <p>EMD is to be submitted by the all bidders along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).</p> <p>Modes of deposit</p> <p>The EMD may be accepted only in the following forms: i) Electronic Fund Transfer credited in BHEL account (before tender opening)</p> <p>BHEL-PEM account details are as follows:</p> <p>Bank name, State Bank of India Account No: 39922687394 IFSC: SBIN0017313 BRANCH-CAG II NEW DELHI</p> <p>ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer). iii) Fixed Deposit Receipt (FDR)</p>	



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	<p>iv) Bank Guarantee from any of the Scheduled Banks (refer Annexure A along with GeM Bid/NIT for BG Format)</p> <p>v) Insurance Surety Bonds.</p> <p>Validity period of EMD</p> <p>The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p>EMD shall not carry any interest</p> <p>Forfeiture of EMD</p> <p>I. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>II. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/contractors (abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines.</p> <p>Return of EMD</p> <p>I. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, Bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.</p> <p>II. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.</p>
<p>19. Performance Security (PS)</p>	<p>I. Initially 10% of the contract value (total order value in case of GeM POs excluding PVC/total Ex-works price in case of outside GeM POs excluding PVC). However, 5% of the contract value (as above) will be released after completion of Main Supply based on certification by Project Group/Purchaser</p> <p>OR</p> <p>II. 5% of the contract value (total order value in case of GeM POs excluding PVC/total Ex-works price in case of outside GeM POs excluding PVC). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of Main Supply based on certification by Project Group/Purchaser</p>



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Validity of PS

Initial validity of performance security shall be 30 months from LOA date (Considering delivery period of 10 months + 18 months guarantee period + 2 months claim period is already mentioned in GTC cl no. 7.ii GeM 3.0). Further, extension if any shall be as per GeM Terms.

Modes of deposit

Performance security may be furnished in the following forms:

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

Remarks for PS

- 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.



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20. Breach of contract, Remedies and Termination	<p>In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:</p> <p>(i) encashment of security instruments like EMD, Performance Security with with executing agency (PS-Regions/PEM as applicable) against the said contract</p> <p>(ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Vendor, retention amount etc. with executing agency (PS-Regions/PEM as applicable)</p> <p>(iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL</p> <p>(iv) if recovery is not possible then legal remedies shall be pursued</p> <p>The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
21. Integrity Pact Applicability -	YES
22. Bidders can to download detailed technical specification number- PE-TS-497-164-W001 Rev-00 at www.pem.bhel.com and www.bhel.com	
23. Bidders are requested to refer clause no 26.0 (Make in India) of GCC-BOP.	<p>“For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non Local supplier and purchase preference to Class I local supplier is as defined in Public Procurement (Preference to Make India), Order 2017 dated 16.09.2020 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.”</p> <p>This package is not divisible in nature. The margin of purchase preference shall be as per order dtd. 16.09.2020. For this tender, offer from only class-1 local suppliers (meeting minimum 60% local content requirement) shall be considered.</p> <p>Bidders are required to provide the following along with the part-1 bid:</p> <ul style="list-style-type: none">• Provide a certificate (in line with attached draft) from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.• Provide the details of the location(s) at which the local value addition shall be made. <p>Please submit the extract of AGM Resolution of your company regarding appointment of statutory auditor or cost auditor of current year.</p>
24. Please furnish land border certificate as per enclosed format dully signed and stamped by Director or Company Secretary or authorised person by Board of the Company.	



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25. In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL.

Shri Otem Dai, IAS (Retd.) (iem1@bhel.in)

Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in)

Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)

26. Delivery Schedule shall be as follows-

- Main Supply (along with commissioning spares) – 10 months from the date of LOA.
- Mandatory Spares - Mandatory Spares and Tools & tackles (if any) are to be delivered along with the last consignment of main supply within the contractual delivery period.
- Design & Engineering: 20 weeks from date of LOA.
- Supervision of E&C - Bidder to depute its representative on site within two weeks of intimation by BHEL PSWR.
- Conductance of PG Test- Bidder to depute its representative on site within two weeks of intimation by BHEL PSWR
- Annual Maintenance Service- Bidder to depute its representative on site within two weeks of intimation by BHEL PSWR.

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

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

27. Payment Terms - As per GCC BOP Rev-00. Provision of offline payment in GeM shall be utilized.

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

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

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

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

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

- i. Amendments to Purchase Order/ Work Order/ Framework Agreement
- ii. Purchase Order/ Work Order/ Framework Agreement
- iii. Letter of intent (LOI)/ Letter of Award (LOA)
- iv. Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions
- v. The final set of deviations acceptable to purchaser with loading as specified in relevant section.
- vi. Corrigenda to NIT, with those of later date having precedence over those of earlier date
- vii. Enquiry letter along with Buyer specific ATC and annexures except documents listed in point no (vii) to (ix) below
- viii. Technical specifications
- ix. Special Conditions of Contract (SCC)
- x. GeM GTC latest version applicable as on enquiry date.

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

1. Deployment of Safety officer and Quality Engineer clause (if applicable) -The charges for Non-deployment of Safety officer and Quality Engineer is Rs. 50,000.00 per man-month for each staff. This charge amount is exclusive of GST

2. Insurance Deductibles and Excess:

For Marine Cover: Rs 20,000/-

For Storage /Erection and Testing Cover:

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



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b. Testing Period: 5% of the claim amount subject to minimum of Rs. 6.0 Lakh.

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

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

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

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

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

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

Notes:

- Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. In case PVC indices not available, vendors to submit PVC invoices on availability of applicable indices.
 - Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of remaining payments.
4. Bidder to note that this is an Open Tender enquiry & PBO/RA participation shall be subject to following condition:
- Qualifying Technical & Financial Pre-Qualification Requirement.
 - 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 in the format. Accordingly, bidders are requested to submit credential along with their technical bid.

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



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

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

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

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

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

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

6. Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e - mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.

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

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



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9. Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
10. 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
11. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common;' or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
 - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal,'or
 - g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
 - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "
12. Bidder to quote non-zero freight %.
13. "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."




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14. Bidder to agree with all the clauses except (clause no-6.0 to 9.0, 13.0, 15.0 & 25.0 of ITB of GCC-BOP, 11.0 & 27.0 of GCTC of GCC-BOP) of GCC BOP (available on www.pem.bhel.com) & SCC Rev-01 of the project.
15. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Sanjeev Kumar/Dy. Engineer– BOP M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: sanjeev_k@bhel.in Ph. No. 9958175655	Sumeet Sahay/MGR-BOP M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: sumeetsahay@bhel.in Ph. No. 09999498202
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ATC

BHEL-PEM-WSE
PRE-QUALIFICATION CRITERIA

	PROJECT : 2 X 660 MW TALCHER TPP STAGE-III	BHEL DOCUMENT NO.: PE-PQ-497-164-W001
	PRE-QUALIFICATION REQUIREMENT	REV. NO. 00
	PACKAGE: EFFLUENT TREATMENT PLANT	DATE: 04/01/2024

1.0	<p>The Bidder is required to meet the proveness criteria and/ or qualification requirement for EFFLUENT TREATMENT PLANT (ETP PLANT) as stipulated below:</p> <p>The Bidder should have designed, supplied, erected/ got erected/ supervised erection and commissioned at least one (1) number water/waste water treatment plant, having capacity of not less than 125 Cum/hr, comprising of clarifier(s)/tube settler(s)/ thickener(s)/ filtration/ centrifuge/ belt press/ filter press or a combination thereof.</p>
2.0	<p>The supplier has to submit following supporting documents meeting the above mentioned pre-qualifying requirements.</p> <p>Copy of minimum one performance certificate in English from end user along with copy of related Purchase Order (PO)/ Letter of Intent (LOI)/ Letter of award (LOA) or Work order (WO) specifying that the product is running successfully for at least one (1) year from date of commissioning, as on date of bid opening, in support of PQR clause mentioned at S. No.1.0 above.</p>
3.0	<p>Bidder shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/ purchase order.</p> <p>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.</p>
4.0	<p>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.</p>
5.0	<p>Notwithstanding anything stated above, BHEL/Customer reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in overall interest of BHEL/Customer.</p>
6.0	<p>Consideration of offer shall be subject to customer's approval of bidder.</p>
7.0	<p>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.</p>
8.0	<p>Joint /consortium bid is also acceptable. The OEM/Principal to meet PQR and provide letter of support to bidder as per Annexure-I attached.</p>

ANNEXURE-I

**LETTER OF SUPPORT FOR SATISFACTORY PERFORMANCE OF EFFLUENT TREATMENT PLANT
FOR TALCHER TPS (2X660 MW)**

To: National Thermal Power Corporation

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

Dear Sirs,

1. In accordance with the Award of the Contract by BHEL, PEM, Noida-201301 to M/s.
..... (Name of the vendor), we the aforesaid Associate /Collaborator*/Technology provider*/Licensor*/Qualified equipment manufacturer*, (M/s)
shall provide technology license and technical support to the licensee as per scope matrix for satisfactory performance of the Effluent Treatment Plant.

2. Further, the manner of achieving the objective set forth in point 1 above shall be as follows:
For Effluent Treatment Plant,
 - a) We shall provide technology license and technical support to the licensee as per scope matrix for design, engineering & commissioning, manufacturing and assembly drawings of Effluent Treatment Plant. Effluent Treatment Plant shall be manufactured and supplied as per above design provided by us and the drawings approved by Employer.

 - b) We shall depute technical experts to Bidder's/sub-vendor's works for supervision during manufacturing, assembly, erection, commissioning and final testing (as and when necessary) of the Effluent Treatment Plant.

 - c) We shall promptly provide technical support as per scope matrix to the licensee who will carry out all the corrective measure and shall promptly provide corrected design and the licensee shall undertake replacements, rectifications or modifications to the equipment as required in case the equipment fails to demonstrate successful performance as per contract at site.

 - d) We shall participate in Technical Co-ordination meetings (TCMs) from time to time, as and when required by Employer.

3. We, the Associate* /Collaborator*/Technology provider*/Licensor*/Qualified equipment manufacturer* do hereby undertake and confirm that this Letter of Support shall be valid for a period of Seven (7) years or up to end of defect liability period of the contract, whichever is later.

Signature of the Authorised Representative: ...

For M/s

(Associate*/Collaborator*/Technology provider*/Licensor/Qualified equipment manufacturer*)

Name

Designation

Date.....

Common Seal of the Company

***: Strike off whichever is not applicable.**

To be given on Letter head of Bidder

Ref:

Date:

To,

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

Reference:

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

Tender Enquiry No-.....

Offer No-.....

Name of Package:

Dear Sir,

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

Thanking You,

Yours faithfully,

(Company director seal and signature)

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

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

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

For & On behalf of the Principal
 (Office Seal)

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

Place-----

Date-----

SHARAD
 Witness:
CHANDRA
 (Name & Address)

Digitally signed by SHARAD CHANDRA
 DN: c=IN, o=SHARAD HEAVY ELECTRICALS LIMITED, ou=POWER SECTOR,
 PROJECT ENGINEERING MANAGEMENT (PS-PEM), postalCode=201301,
 st=UTTAR PRADESH,
 2.2.4.20=08916018625cac45670d8ff7d15d090921775267d5d6c6d63d
 sha1Digest=802894864F2C2291CB1007210178DC109E308A,
 serialNumber=411890C6A63E22088E465C0C062D1A2B15E342C
 98EC8B22C928FF83, cn=SHARAD CHANDRA

Witness: _____
 (Name & Address) _____

To be given on Letter head of Bidder

Ref:

Date:

To,

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

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

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

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

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

Yours very truly

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

..... (Firm Name)

Company Stamp

Note No. #1

PROJECT GROUP II
POWER SECTOR – PROJECT ENGINEERING MANAGEMENT
BHARAT HEAVY ELECTRICALS LIMITED

SPECIAL CONDITIONS OF CONTRACT (SCC) Rev.01
2X660 MW NTPC TALCHER TPP STAGE III (EPC)
(JOB NO. 497)

These Conditions shall be read and construed along with latest applicable (i.e. BOI or BOP) General Conditions of Contract (GCC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the conditions given in SCC shall prevail over the GCC.

Sl. No.	Title	Description
1.	Project Name	2X660 MW NTPC TALCHER TPP STAGE III (EPC)
2.	Nature of project & Type of Bidding	Mega Power Project Competitive Bidding
3.	Customer Order Ref No	CS-4540-001A-2-FC-NOA-7227 dated 27.09.2022 for Supply Contract CS-4540-001A-2-SC-NOA-7228 dated 27.09.2022 for Service Contract
4.	BHEL's Customer	NTPC
5.	NTPC Talcher GST No.	21AAACN0255D1ZA
6.	Customer Consultants	—
7.	Buyer and Paying Authority	a) For packages where BHEL PEM will issue the Purchase Order - BHEL PEM will be the paying authority. b) For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL PSWR - BHEL PSWR Site will be the paying Authority.
8.	Consignee Address (Bill To)	FOR SUPPLY PACKAGES: BHEL, Power Sector-Project Engineering Management, Power Project Engineering Institute, Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301. BHEL-PEM GSTIN: 09AAACB4146P2ZC FOR TURNKEY PACKAGES (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSWR): Construction Manager, BHEL site office, 2x660 MW TALCHER TPP STAGE III P.O. - TALCHER, DISTRICT – ANGUL, ODISHA - 759101 BHEL-PSWR - GSTIN No.- 21AAACB4146P1ZR

9.	Delivery Address (Ship To)/BHEL Site office address	Construction Manager, BHEL site office, 2x660 MW TALCHER TPP STAGE III P.O. - TALCHER, DISTIRCT – ANGUL, ODISHA - 759101
10.	Location of Plant	The site is located near Talcher town in ANGUL District of Odisha having latitudes 20°55' North and longitudes 85°25' East. The site is approachable from Banarpal-Talcher section of National Highway No. 23 at a distance of about 1 KM from Anand Bazar. Nearest railway station is at Talcher on Talcher-Cuttack section of North Eastern Railway at about 4 Kms. The nearest commercial airport is Bhubaneswar at about 90 Km by road.
11.	Mode of Dispatch	By Rail/Road/Sea on door delivery and freight pre-paid basis
12.	BHEL GSTIN Details	For Supply packages: BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC For Turnkey packages: BHEL-PSWR – GSTIN - 21AAACB4146P1ZR
13.	QR Code Affixing Requirement for SPMS (Mandatory Requirement)	<ol style="list-style-type: none"> 1. Vendor is mandatorily required to furnish detailed shipping/ packing list to BHEL in format as per Annexure 1 of this SCC (pg. no. 265). 2. BHEL shall provide QR codes for each box/ bundle/gunny bag/ shipping section etc. There shall be one QR code for one box. Loose items needs to be bundled and one QR code shall be generated for each bundle. 3. Vendor is mandatorily required to print the generated QR in half of A4 size printer using a normal printer. One copy of this QR code must be attached to the respective box/bundle/gunny bag/shipping section etc. The other copy of the QR code must be enclosed with the documents sent along with the consignment. 4. After reaching at site, QR code shall be scanned at gate and material shall be received by site. 5. Further, vendor to ensure that <ol style="list-style-type: none"> a) All the items being dispatched in the consignment/LR are listed in the packing list. b) Proper precautions are taken while affixing to ensure

		<p>that the “Fixed QR Code” should not damage during transit.</p> <p>c) QR code is correctly fixed to all the box/ bundles being dispatched in consignment. Any delay arising thereof due to incorrect tagging/missing tags shall be to vendor’s account.</p> <p>d) For loose items, one marker board needs to be sent for each bundle for fixing RFID tag at site.</p> <p>e) Material of unit 1 and unit 2 to be sent in different boxes with clear identification. Common items should have mention of unit 1. Same should be clearly identified in excel format.</p> <p>BHEL shall provide QR code within 2-3 days of submission of shipping/packing details (as per Annexure-1, pg. no. 265) by vendor. Vendor to plan dispatches accordingly without affecting the delivery schedule.</p>
14.	Transit Insurance	<p>As per Notice Inviting Tender (NIT). In case, Transit Insurance is specified in BHEL Scope in NIT - Insurance details shall be provided by BHEL-PEM.</p> <p>For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office:</p> <ul style="list-style-type: none"> • Policy No. • Consignee Name. • Consignment Details (items with their weights and value (in INR). • Project Name and P.O. No. • LR No. and date, Dispatch origin and destination details, Invoice No. • Vendors to intimate the underwriters quoting the insurance Policy details.
15.	Dispatch intimation	<p>Yes, in writing, not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to:</p> <ul style="list-style-type: none"> • BHEL Site office (address as mentioned at Sl. No. 9) • BHEL PEM Noida (address as mentioned in NIT for PO issued by PEM) • BHEL PSWR Nagpur (For PO Issued by BHEL PSWR)

16.	Demurrage charges	Demurrage charges shall be paid by supplier/vendor only. No claim shall be acceptable to BHEL in this regard.
17.	Unloading, Storage & Movement of material at site	<ul style="list-style-type: none"> • By BHEL site office for supply packages (where only supply is in vendor's • By vendors for Turnkey (where Supply and E&C is in vendor scope) <p>Note: The Supplier shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL Site Contractor. Please note that unloading of materials at Site shall sometimes may take 3-5 days. As such, transporters to be advised suitably before dispatch of materials in this regard. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in sl. no. 15 above is solicited.</p>
18.	Taxes & Duties (For Domestic Vendor)	As per Notice Inviting Tender (NIT).
19.	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of foreign vendors, quoted prices & Dispatches shall be on C & F Port –Chennai Basis and Taxes & Duties in the country of dispatch shall be borne by Foreign vendor.
20.	Inspection Agency	<p>Inspection of packages shall be carried out by agency as per below Inspection category of packages:</p> <p>Cat-I: Inspection shall be done jointly or separately by NTPC and BHEL or BHEL's TPIA.</p> <p>Cat-II: Inspection shall be done by BHEL only.</p> <p>Cat-III: Certificate of Compliance shall be furnished by Vendor.</p> <p>Note: Please note, for Cat I & II items BHEL reserve the right to carry inspection by themselves or through nominated third party inspection agency (TPIA). Third party inspection agency, if any, shall be informed after award of contract.</p>

21.	Inspection procedure	<p><u>For Domestic supplies:</u></p> <p>As per Notice Inviting Tender (NIT).</p> <p><u>For Foreign supplies</u></p> <p>In case of Foreign supplies, if NTPC approved 3rd party inspection agency does not participate in the inspection, test certificates & inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by BHEL PEM and then, sent to NTPC for clearance.</p> <p>The dispatch clearance (MDCC) by NTPC/ BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates and photographs as per above.</p>
22.	Material Dispatch Clearance Certificate (MDCC) Issuing Agency	<p>For Cat-I item, MDCC shall be issued by NTPC and it's the responsibility of vendor to arrange MDCC from them and furnish original MDCC to BHEL.</p> <p>For Cat- II & Cat-III items, MDCC shall be issued by BHEL However, the vendor shall furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of NTPC MDCC by BHEL.</p>
23.	Mandatory Spares	<p>Supplies of mandatory spares will be separate from main supply and separate manufacturing clearance shall be given for mandatory spares.</p> <p>Delivery of mandatory spares shall be as per NIT. In case if delivery of mandatory spares is not specified in NIT, same shall be within four (04) months from BHEL Manufacturing Clearance.</p> <p>MRC payment for mandatory spares shall be released after handover of respective mandatory spares to customer-</p>
24.	Construction Facilities to Vendor	<p>Construction Power: Construction power shall be made available for Erection Work free of cost.</p> <p>Construction water: Construction water shall be made available for Erection Work free of cost.</p>

25.	Storage Infrastructure by Vendor	For Turnkey packages: <ul style="list-style-type: none">• Vendor shall compulsory make covered storage shed of minimum size of 15 feet x 15 feet for storage of valuable Electrical/ Electronic items/ Instruments etc.• Vendor shall compulsory make office of size 10 feet x 10 feet for site Engineer/ Staff along with facility of Computer/ Laptop/ Printer for protocol preparation and submission to BHEL.• (c) Alternately, vendor can provide container of suitable size for above purpose, i.e. (a) and (b).
26.	Safety Officer and Quality Engineer by Vendor	<p>For Turnkey packages, vendor shall deploy one number Safety Officer and one number Quality Engineer during total E&C period.</p> <p>In case of failure of above, BHEL shall deploy it and appropriate charges shall be deducted from vendor due payments.</p> <p>HSE plan for site operation by vendor is enclosed as per Annexure 2 to SCC (pg. no. 7)</p>

27.	Packing Identification & Marking [If not specified in NIT]	<p>Each box shall be marked with Capital Letters in "Red" indicating the PEM SUPPLY (Main Supply/Commissioning Spares/Mandatory Spares) for 3 x 800 MW PVUNL PATRATU TPP.</p> <p>NOTE: Main supply item and items for commissioning spares must be packed separately. Each package delivered under the Contract shall be marked by supplier and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated).</p> <p>Such marking shall show the description and quantity of contents, the name and address of consignee, the Gross weight and Net weight of the package, the name of the Supplier, PEM P.O. reference number, with a distinctive number of mark sufficient for purposes of identification.</p> <p>Besides above necessary, packing shall bear a special marking 'TOP', 'BOTTOM', 'DO NOT TURN OVER', "KEEP DRY", "HANDLE WITH CARE", etc</p> <p>IMPORTANT: -</p> <ul style="list-style-type: none"> • Two copies of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also. • The Packing list details for the consignment must be put inside the Box/Boxes. <p>Items like pumps, Valves, Hoists, Cranes etc shall essentially have O&M Manuals and E&C guidelines duly enclosed in the packing box. Certificate to such effect shall also be reflected in packing slip.</p> <p>Mandatory spares shall be properly packed separately in separate box painted in Red, indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the CUSTOMER approved BBU for Mandatory spares & Number per item (to match the description given in the packing slip) to facilitate their-proper identification by end customer/ BHEL Site. One Copy of Packing list must be put inside the Box along with</p> <p>Manufacturing drawing no. reference, Catalogue reference etc.</p>
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28.	Submission of Final Drgs/ Docs along with O&M Manual, Type Test Certificates (if any)	<p><u>No. of O&M Manuals</u></p> <p>As per applicable GCC / Tender documents/Kick-off meeting.</p> <p>If not specified anywhere, Vendor to submit final approved O&M Manual in 12 Hard copies and 4 No of CD ROMs/DVDs/Pen drive.</p>
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Enclosures :-

- Annexure 1 :- The format for details required from vendor for QR code generation as per SCC Clause no. 13. is placed at [pg. no. 265](#).
- Annexure 2 :- HSE Site plan for site operation is placed at [pg. no. 7](#).

Note No. #3

Legend :- Changes in Rev01	
Clauses Added :-	

SCC Rev01 Cl. No. 13	Addition of Cl. No. 13 i.e. "QR Code Affixing Requirement for SPMS (Mandatory Requirement)"
SCC Rev01 Cl. No. 27	Addition of Clause pertaining to "Packing Identification & Marking [If not specified in NIT]".
SCC Rev01 Cl. No. 23	Addition of Cl. No. 23 i.e. "Mandatory Spares"
Clauses Revised :-	
SCC Rev01 Cl. No. 11	Clause pertaining to "Mode of Dispatch" revised.
SCC Rev01 Cl. No. 14	Clause pertaining to "Transit Insurance:" revised.
SCC Rev01 Cl. No. 18	Clause pertaining to "Taxes & Duties (For Domestic Vendor)" revised.
SCC Rev01 Cl. No. 19	Clause pertaining to "Taxes & Duties (For Order Directly to Foreign Bidders)" revised.
SCC Rev01 Cl. No. 21	Clause pertaining to "Inspection procedure" revised.
SCC Rev01 Cl. No. 25	Clause pertaining to "Storage Infrastructure by Vendor" revised.
SCC Rev01 Cl. No. 26	Clause pertaining to "Safety Officer and Quality Engineer by Vendor" revised.

A) Additionally Cl. no. 03 is revised as per below and same shall supersede cl. no. 03 in Note#1, change highlighted in bold :-

3	Customer Order Ref No	CS-4540-001A-2-FC- COA-7227 dated 27.09.2022 for Supply Contract CS-4540-001A-2-SC- COA-7228 dated 27.09.2022 for Service Contract
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B) In pg. no. 265, Contract no. may please be read as "CS-4540-001A-2-FC-**COA-7227**"



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

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



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



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18.	Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating) प्रस्तावित उत्पाद (एक समान या उच्च रेटिंग वाले) के लिए टाइप टेस्ट रिपोर्ट (टाइप टेस्ट विवरण, रिपोर्ट संख्या, एजेंसी, जांच की तारीख) का सारांश नोट: - रिपोर्ट प्रस्तुत करने की आवश्यकता नहीं है Note:- Reports need not to be submitted	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.14 विवरण अनुलग्नक - F2.1 4में संलग्न है (if applicable) (यदि लागू हो)
19.	Statutory / mandatory certification for the proposed product प्रस्तावित उत्पाद के लिए वैधानिक / अनिवार्य प्रमाणीकरण	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.15 (if applicable) (यदि लागू हो)
20.	Copy of ISO 9001 certificate आईएसओ 9001 प्रमाण पत्र की प्रति (if available) (यदि उपलब्ध हो)	Attached at Annexure – F2.16 अनुलग्नक में संलग्न - F2.1 6 है
21.	Product technical catalogues for proposed item (if available) प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग (यदि उपलब्ध हो)	Details attached at Annexure – F2.17 विवरण अनुलग्नक - F2.1 7 में संलग्न है
Name: Desig: Sign: Date: नाम: पद: हस्ता तिथि: क्षर:		

Company's Seal/Stamp:- कंपनी की मुहर / मोहर: -