



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3586443
Dated/दिनांक : 19-06-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-06-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-06-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	Da Bhel
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	FUEL OIL UNLOADING AND STORAGE SYSTEM FOR TALCHER PROJECT (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण

Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	41

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

PSWR
BHEL PSWR, Nagpur, India
(Pswr)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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Details of the Competent Authority for MSE

Name of Competent Authority	HARISH KUMAR
Designation of Competent Authority	GM
Office / Department / Division of Competent Authority	BOP

CA Approval Number	MOP
Competent Authority Approval Date	19-06-2023
Brief Description of the Approval Granted by Competent Authority	Approval received from competent authority for no MSE preference

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

Reserved for Make In India products

Reserved for Make In India products	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

PRICE SCHEDULE - [1687166430.xlsx](#)

FUEL OIL UNLOADING AND STORAGE SYSTEM FOR TALCHER PROJECT (1 set)

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

Whether Price variation applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price variation clause document
Yes	PVC ANNEXURE	37185523cbdfaea7d18efc3b8d08ede0.pdf

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification
Document/क्रेता विशिष्टि दस्तावेज़

[Download](#)

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

DrawingDocument1	View
DrawingDocument2	View
DrawingDocument3	View

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Juzer Husain Badshah	759101,BHEL SITE OFFICE 2X660 MW NTPC TALCHER DIST- ANGUL, (Odisha) PIN- 759107	1	2190

Buyer Consignee Mapping

S.No./क्र.सं.	Ministry	Organization	Department	Designation	Buyer Name	Consignee Name
1	Ministry of Heavy Industries and Public Enterprises	Bharat Heavy Electricals Limited (BHEL)	Department of Heavy Industry	DYMGR2982137	Vimla	Juzer Husain Badshah

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

3. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी

गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING MANAGEMENT, NOIDA

1. Package	FUEL OIL HANDLING SYSTEM	
2. Project	2 X 660 MW NTPC TALCHER TPP STAGE-III	
3. End Customer	NTPC	
4. Executing Agency	BHEL-PSWR	
5. Nature of Package (Divisible/Non-Divisible)	Non-Divisible	
6. Technical Scope	As per Technical specification No: PE-TS-497-166-A001	
7. Schedule of Pre-Bid Discussion	Based on Bidder's request, Pre-Bid meeting shall be arranged.	
8. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
9. Delivery terms for Supply portion	FOR Despatch Station	
10. Integrity Pact Applicability -	YES	
11. Bidders to download detailed technical specification number- PE-TS-497-166-A001 at www.pem.bhel.com and www.bhel.com		
12. 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)		
13. Delivery Schedule shall be as follows-		
Design/Engg. Services- Drawing/ documents submission schedule shall be as per Annexure-IV, SECTION – IA, of Technical Specification- PE-TS-497-166-A001		
Supply (along with commissioning spares) – 17 months from the date of LOA.		
E&C - Within 04 months from the date of availability of front. Site front availability will be reckoned as the date when site informs vendor for mobilization of manpower & resources. **		
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.		
** For PVC calculation purpose contractual delivery for E&C shall be considered as 21 (17+4) months from LOA.		
Note: Above delivery conditions are to be complied by bidder strictly		
14. Payment Terms - As per GCC BOP Rev-00. Provision of offline payment in GeM shall be utilized.		
15. 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.		
16. All other terms & condition shall be as per Terms & Conditions of ATC, SCC Rev-01 of the Project, GCC BOP Rev-00.		



BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING MANAGEMENT, NOIDA

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

1. 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.
- 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:
 - i. 90 days for non MSME as per MSMED Act
 - ii. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
 - iii. 60 days for vendors qualified as Medium Enterprises as per MSMED Act.

Notes:

1. Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. In case PVC indices not available, vendors to submit PVC invoices on availability of applicable indices.
2. Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of remaining payments.

4. Bidder to note that this is an Open Tender enquiry & PBO/RA participation shall be subject to following condition:
 - a. Qualifying Technical & Financial Pre-Qualification Requirement.
 - b. Techno-commercial acceptance of offer by BHEL-PEM.
 - c. Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder in the format. Accordingly, bidders are requested to submit credential along with their technical bid.

The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at www.pem.bhel.com -->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.



BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING MANAGEMENT, NOIDA

One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

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

or

- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "



BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING MANAGEMENT, NOIDA

11. HSE Plan Rev-02 for site operations by contractor shall be applicable.
12. Bidder to quote non-zero freight %.
13. "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."
14. "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."
15. Bidder to agree with clause no. 1.6 & 22 (Instruction to bidders), clause no. 10.0, 12.0, 13.0, 14.0 to 30.0, 34.2, 36.0 to 46.0 of GCC BOP (available on www.pem.bhel.com) & SCC of the project.
16. 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. 0120-4368590

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



BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING MANAGEMENT, NOIDA

TECHNICAL PQR

	TECHNICAL PRE-QUALIFICATION REQUIREMENTS (FOR OPEN/GLOBAL TENDERS)	PROJECT: 2x660MW TALCHER TPP PACKAGE: FUEL OIL UNLOADING & STORAGE SYSTEM DEPARTMENT : MECHANICAL AUXILIARY
	Sheet no 1 of 1	Rev 00

1.0	Bidder/ its Sub-vendor should have engineered/ got engineered, supplied, erected, tested and commissioned at least one (1) no. fuel oil handling and storage installations, which should have been in successful operation for minimum one (1) year as on 06.06.2022 , consisting of: i) Fuel Oil decanting facilities for road tankers/railway wagons. ii) Fuel oil Storage tanks of capacity not less than 500 cubic meters each. The experience as at (i) and (ii) above in separate installations is also permissible.
2.0	The supplier has to submit following supporting documents meeting above mentioned pre-qualifying requirement: Copy of minimum one (1) performance certificate (in English) from end user along with copy of related Purchase Order (PO) or Letter of intent (LOI) or Letter of Award (LOA) or Work Order (WO) in support of PQR clause at S.no. 1.0 above.
3.0	Bidder shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/purchase order.
4.0	In case documents submitted for meeting PQR are in language other than English, notarized English translation shall also be submitted.
5.0	Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
6.0	Consideration of offer shall be subject to customer's approval of bidders.

PREPARED BY (PK)	CHECKED BY (SR)	APPROVED BY (SKB)



BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING MANAGEMENT, NOIDA

FINANCIAL PQR

	PRE - QUALIFYING REQUIREMENTS
ENQUIRY NO:	
PROJECT:	TALCHER TPP STAGE-III(2X660MW)
PACKAGE:	Fuel Oil Handling System
CRITERIA FOR EVALUATION - FINANCIAL :	
	Amount (in Rs.)
Average annual financial turnover during the last Three Financial Years should not be less than	1,48,00,000.00
Rs.One Crore Forty 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 last three 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.	



BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING MANAGEMENT, NOIDA

INTEGRITY PACT

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.



BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING MANAGEMENT, NOIDA

- 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.



BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING MANAGEMENT, NOIDA

- 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.



BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING MANAGEMENT, NOIDA

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=BHEL,
ou=PROJECT ENGINEERING MANAGEMENT, email=S.SAHAY@BHEL.COM,
c=IN, Date: 2023.04.28 14:57:06 +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: cn=SHARAD CHANDRA, o=BHEL, ou=PROJECT ENGINEERING MANAGEMENT, email=SHARAD.CHANDRA@BHEL.COM,
c=IN, Date: 2023.04.28 14:57:06 +05'30'

Witness: _____
(Name & Address) _____



**BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA**

Certification regarding local content

Company Letter head

Ref:

Date:

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

Subject: - Certification regarding local content

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 and M/s qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.

Thanking You,

(AUTHORISED SIGNATORY)



**BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA**

Certification regarding land border

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)



BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING MANAGEMENT, NOIDA

SCC

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. B.OI 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 TC 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 PCM will issue the Purchase Order BHEL PCM will be the paying authority. b) For packages where BHEL PCM 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 PCM GSTIN: 09AAACB4146P2Z0 FOR TURNKEY PACKAGES (where BHEL PCM 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



BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING MANAGEMENT, NOIDA

9.	Delivery Address (Site To)/BHEL Site office address	Construction Manager, BHEL site office. 2x660 MW TALCHER TPP STAGE III P.O. TALCHER. DISTRICT 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 Banaral 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 on paid basis
12.	BHEL GSTIN Details	For Supply packages: BHEL PCM 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/LH are listed in the packing list.b) Proper precautions are taken while affixing to ensure



BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING MANAGEMENT, NOIDA

		<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>BH&EL shall provide QR code within 23 days of submission of shipping/packing details (as per Annexure 1, cg. 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).</p> <p>In case, Transit Insurance is specified in BH&EL Scope in NIT Insurance details shall be provided by BH&EL PCM.</p> <p>For each dispatch, vendor shall inform the following to the Underwriter under intimation to BH&EL PCM and BH&EL 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">• BH&EL Site office (address as mentioned at Sl. No. 9)• BH&EL PCM Noida (address as mentioned in NIT for PO issued by PCM)• BH&EL PSWR Nagour (For PO Issued by BH&EL PSWR)



BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING MANAGEMENT, NOIDA

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 C&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, transceivers 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	Inspection of packages shall be carried out by agency as per below Inspection category of packages: Cat-I: Inspection shall be done jointly or separately by NTPC and BHEL or BHEL's TPIA. Cat-II: Inspection shall be done by BHEL only. Cat-III: Certificate of Compliance shall be furnished by Vendor. 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.



**BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA**

21.	Inspection procedure	<p>For Domestic supplies: As per Notice Inviting Tender (NIT).</p> <p>For Foreign supplies 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 PCM. The same shall be reviewed by BHEL PCM 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>



BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA

25.	Storage Infrastructure by Vendor	<p>For Turnkey packages:</p> <ul style="list-style-type: none">• Vendor shall compulsorily make covered storage shed of minimum size of 15 feet x 15 feet for storage of valuable Electrical/ Electronic items/ Instruments etc.• Vendor shall compulsorily 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 BH&EL.• (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, BH&EL 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 (eg. no. 7)</p>

ATC



BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING MANAGEMENT, NOIDA

27. Packing Identification & Marking (If not specified in NIT)	<p>Each box shall be marked with Capital Letters in 'Red' indicating the PCM 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, PCM 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 Manufacturing drawing no. reference, Catalogue reference etc.</p>
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BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING MANAGEMENT, NOIDA

28.	Submission of Final Drgs' Docs along with O&M Manual, Tycoo Test Certificates (if any)	<p>No. of O&M Manuals</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
- Annexure 2 : IISC Site plan for site operation

Digitally signed by Ashutosh Sharma
 DN: cn=Ashutosh Sharma, o=BHEL, ou=PEEM Noida, email=Ashutosh.Sharma@bhel.co.in, c=IN
 Date: 2022.04.05 09:56:05 +05'30'

Annexure 1

SNO	Customer	Contract No	Type	PGMA	PGMA Des	DU	DU Des	Dispatch Qty.	Unit	BBU No.	BBUSno	Box No.	Packing List No.	Material Required For (Set-1/Set-2)	NS	Remarks
	NTFC	CS-4540-001A-2-FC-COA-7227	<BOI * >	<Vendor to fill BHEL Item Code>	<Vendor to fill Package name>	BHEL PS-PEM NOIDA	<Vendor to fill up Item wise description>	<Vendor to fill up dispatch quantity>	<Vendor to fill up UOM>	<Vendor to fill up provided by BHEL>	<Vendor to fill up provided by BHEL>	<Vendor to fill up box no.>	<Vendor to fill up Packing list number>	Vendor to indicate Material for Unit-1 or Unit-2	<Nature of Supply:->	Vendor to indicate whether Item is Main supply or mandatory spares>

<*BHEL shall indicate whether item is BOI or BHEL Inhouse manufacture >



BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING MANAGEMENT, NOIDA

VENDOR APPROVAL FORMAT

एनटीपीसी NTPC	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
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i.	Item/Scope of Sub-contracting उप-सविद्ध(अनुबंध) का मद/ दायरा	
ii.	Address of the registered office पंजीकृत कार्यालय का पता 	Details of Contract Person संपर्क व्यक्ति का विवरण <i>(Name, Designation, Mobile, Email)</i> (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 Contract Person: संपर्क व्यक्ति का विवरण <i>(Name, Designation, Mobile, Email)</i> (नाम, पदनाम, मोबाइल, ईमेल)
iv.	Annual Production Capacity for proposed item/scope of sub-contracting उप-सविद्ध(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-सविद्ध(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 <i>(No. of manpower, their qualification, machines & tools employed etc.)</i> (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 <i>(if applicable)</i> 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 समय संगठन का चार्ट डिजाइन / विनिर्माण / गुणवत्ता आदि)	Details attached at Annexure – F2.3 विवरण अनुलग्नक – F2.3 में संलग्न है।



BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING MANAGEMENT, NOIDA

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
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8.	<i>After sales service set up in India, in case of foreign sub-vendor (Location, Contact Person, Contact details etc.)</i> भारत में बिक्री सेवा की स्थापना के बाद, विदेशी उप-विक्रेता के मामले में स्थल, संपर्क व्यक्ति, संपर्क विवरण आदि।	<i>Applicable / Not applicable</i> लागू / लागू नहीं <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 a used 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 - F2.5 में 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 - F2.6 में 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 (List of machines, special process facilities, material handling etc.)</i> विनिर्माण सुविधा मशीनों की सूची, विशेष प्रक्रिया सुविधाएं, सामग्री रख-रखाव आदि।	<i>Details attached at Annexure – F2.8</i> विवरण अनुलग्नक - F2.8 में 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 - F2.10 में संलग्न है। <i>(if applicable)</i> 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 - F2.10 में संलग्न है। <i>(if applicable)</i> (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। <i>(as per format given below)</i> (नीचे दिए गए प्रारूप के अनुसार)
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. 3 पर संलग्न है

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



BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
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18.	<i>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</i> नोट: - रिपोर्ट प्रस्तुत करने की आवश्यकता नहीं है <i>Note: - Reports need not to be submitted</i>	<i>Applicable / Not applicable लागू / लागू नहीं</i> <i>Details attached at Annexure - F2.14 विवरण अनुलग्नक - F2.14 में संलग्न है (if applicable) (यदि लागू हो)</i>
19.	<i>Statutory/ mandatory certification for the proposed product प्रस्तावित उत्पाद के लिए वैधानिक / अनिवार्य प्रमाणीकरण</i>	<i>Applicable / Not applicable लागू / लागू नहीं</i> <i>Details attached at Annexure - F2.15 (if applicable) (यदि लागू हो)</i>
20.	<i>Copy of ISO 9001 certificate आईएसओ 9001 प्रमाण पत्र की प्रति (if available) (यदि उपलब्ध हो)</i>	<i>Attached at Annexure - F2.16 अनुलग्नक में संलग्न - F2.16 है</i>
21.	<i>Product technical catalogues for proposed item (if available) प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग (यदि उपलब्ध हो)</i>	<i>Details attached at Annexure - F2.17 विवरण अनुलग्नक - F2.17 में संलग्न है</i>

Name:		Desig:		Sign:		Date:	
नाम:		पद:		हस्ताक्षर:		तिथि:	

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



BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING MANAGEMENT, NOIDA

PVC ANNEXURE

PRICE ADJUSTMENT FOR SUPPLY AND MANDATORY SPARES

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

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

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

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

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

Where

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

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

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

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

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



BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING MANAGEMENT, NOIDA

- 'A' shall be published price indices of corresponding major materials/items.

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

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

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

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

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

Note:

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



BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING MANAGEMENT, NOIDA

PRICE ADJUSTMENT FOR SERVICE PART (E & C)

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

a) Indian Rupee Portion of the Installation Services

ER = ER1 – ER0

ER1 will be computed as follows:

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

Where:

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

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

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

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

L_b - Coefficient of labour (for all categories) content in the Indian Rupee portion of the erection & commissioning = 0.85

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

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

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

Note:

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

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