

Name of Work: AGITATOR OF EGD SLURRY TANK

Tender Ref No: PE/PG/NB2/E-6828/2021 Dt. 07/12/2021

Name of the Bidder/
Bidding Firm
/ Company :

ANNEXURE-1A : MAIN SUPPLY- HORIZONTAL/SIDE ENTRY AGITATORS

PRICE SCHEDULE NOTES:

1) Bidder must quote a part / full scope for items(s)/group of items mentioned in S.No-1.10 of Annex-1A, SI no.120 of Annex-1B. However bidder has to quote complete scope for any group of items, for example if bidder chooses to quote for item 1.10 of Annex-1A then bidder has to quote for all the fields under 1.10, i.e. 1.11 to 1.13 of Annex-1A, 2.11 to 2.14 of Annex-2, 1.11 to 1.18 of Annex-3 and further bidder has to quote for complete scope of items defined at Annexure-1A and so on. Failing to comply with the said requirement the bid shall be considered as incomplete and shall be liable for rejection.

2) Bidder to note that Bid shall be evaluated on itemwise basis against the prices quoted at

"Appx-1A, Sl no. 2-11 to 2-14 of Appx-2, Sl no. 1-1 of Appx-3"

OR

"Annx-1B, SI no. 2.21 to 2.24 of Annx-2, SI no. 2.1 to 2.6 of Annx-3",
respectively along with loading on account of guarantee power consumption (as applicable).

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER	NUMBER	NUMBER	NUMBER	TEXT	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	HSN CODE	Quoted Currency in INR / Other Currency	UNIT EX-WORKS PRICE (To be entered by the Indian Bidder in INR) OR UNIT C&F CHENNAI PRICE (To be entered by Foreign Bidder in foreign currency)	TOTAL EX-WORKS PRICE OR TOTAL C&F CHENNAI PRICE	FREIGHT RATE (To be entered by the Indian Bidder only)	FREIGHT AMOUNT	GST TYPE (To be entered by the Indian Bidder only)	GST RATE (To be entered by the Indian Bidder only)	GST AMOUNT	TOTAL AMOUNT Without Taxes (For Indian Bidder=TOTAL EX-WORKS + FREIGHT) OR (For Foreign Bidder= TOTAL C&F CHENNAI PRICE)	TOTAL AMOUNT With Taxes (For Indian Bidder=TOTAL EX-WORKS + FREIGHT + GST) OR (For Foreign Bidder= TOTAL C&F CHENNAI PRICE)	TOTAL AMOUNT In Words
1	2	4	5	7	12	13	14	15	16	18	20	21	53	54	55
1.10	BREAK-UP OF HORIZONTAL/SIDE ENTRY AGITATORS-MAIN SUPPLY ITEMS														
1.11	Auxiliary Absorbent Tank Agitator comprising of Complete Agitator Assembly, Gearbox/V-belt drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft, Mechanical Seal, Mounting flanges with necessary fasteners and gasket.	3.00	SET	84798970	INR		0.0000		0.0000			0.0000	0.0000	0.0000	INR Zero Only
1.12	Complete cable glands & lugs, cables (as applicable), cable trays/conduit for the above agitator motor's	1.00	LOT	84798970	INR		0.0000		0.0000			0.0000	0.0000	0.0000	INR Zero Only
1.13	Special tools and tackles (if any)	1.00	LOT	84798970	INR		0.0000		0.0000			0.0000	0.0000	0.0000	INR Zero Only
Total In Figures													0.0000	0.0000	Zero Only
Quoted Rate in Words															

Item Rate BoQ

Tender Ref No: PE/PG/NB2/E-6828/2021 Dt. 07/12/2021

Name of the Bidder/ Bidding Firm / Company :															
ANNEXURE-1B : MAIN SUPPLY- VERTICAL/TOP ENTRY AGITATORS															
PRICE SCHEDULE NOTES:															
1) Bidder may quote part / full scope for item(s)/group of items mentioned at S. No. 1.10,1.20. However bidder has to quote complete scope for any group of items, for example if bidder chooses to quote for item 1.10 of Annx-1A then bidder has to quote for all the fields under 1.10, i.e. 1.11 to 1.13 of Annx-1A, 2.11 to 2.14 of Annx-2, 1.11 to 1.18 of Annx-3 and further bidder has to quote for complete scope of items defined at Annexure-1A and so on. Failing to comply with the said requirement the bid shall be consider as incomplete and shall be liable for rejection.															
2) Bidder to note that Bid shall be evaluated on itemwise basis against the prices quoted at "Annx-1A, SI no. 2.11 to 2.14 of Annx-2, SI no. 1.1 of Annx-3" OR "Annx-1B, SI no. 2.21 to 2.24 of Annx-2, SI no. 2.1 to 2.6 of Annx-3", respectively along with loading on account of guarantee power consumption (as applicable).															
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NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	TEXT	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	HSN CODE	Quoted Currency in INR / Other Currency	UNIT EX-WORKS PRICE (To be entered by the Indian Bidder in INR) OR UNIT C&F CHENNAI PRICE (To be entered by Foreign Bidder in foreign currency)	TOTAL EX-WORKS PRICE OR TOTAL C&F CHENNAI PRICE	FREIGHT RATE (To be entered by the Indian Bidder only)	FREIGHT AMOUNT	GST TYPE (To be entered by the Indian Bidder only)	GST RATE (To be entered by the Indian Bidder only)	GST AMOUNT	TOTAL AMOUNT Without Taxes (For Indian Bidder=TOTAL EX-WORKS + FREIGHT) OR (For Foreign Bidder= TOTAL C&F CHENNAI PRICE)	TOTAL AMOUNT With Taxes (For Indian Bidder=TOTAL EX-WORKS + FREIGHT + GST) OR (For Foreign Bidder= TOTAL C&F CHENNAI PRICE)	TOTAL AMOUNT In Words
1	2	4	5	7	12	13	14	15	16	18	20	21	53	54	55
1.20	BREAK-UP OF VERTICAL/TOP ENTRY AGITATORS-MAIN SUPPLY ITEMS														
1.21	Limestone slurry storage tank agitataor comprising of Complete Agitator Assembly, Gearbox drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft,Mounting flanges with necessary fasteners and gasket.	2.00	SET	84798970	INR		0.0000		0.0000			0.0000	0.0000	0.0000	INR Zero Only
1.22	Primary hydro-cyclone feed tank agitator comprising of Complete Agitator Assembly, Gearbox drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft,Mounting flanges with necessary fasteners and gasket.	1.00	SET	84798970	INR		0.0000		0.0000			0.0000	0.0000	0.0000	INR Zero Only
1.23	Secondary hydrocyclone feed tank agitator comprising of Complete Agitator Assembly, Gearbox drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft,Mounting flanges with necessary fasteners and gasket.	1.00	SET	84798970	INR		0.0000		0.0000			0.0000	0.0000	0.0000	INR Zero Only
1.24	Filtrate water Tank Agitator comprising of Complete Agitator Assembly, Gearbox drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft,Mounting flanges with necessary fasteners and gasket.	1.00	SET	84798970	INR		0.0000		0.0000			0.0000	0.0000	0.0000	INR Zero Only
1.25	Waste Water Tank Agitator comprising of Complete Agitator Assembly, Gearbox drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft,Mounting flanges with necessary fasteners and gasket.	1.00	SET	84798970	INR		0.0000		0.0000			0.0000	0.0000	0.0000	INR Zero Only
1.26	Absorber Area Drain Sump Agitator comprising of Complete Agitator Assembly, Gearbox drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft,Mounting flanges with necessary fasteners and gasket.	3.00	SET	84798970	INR		0.0000		0.0000			0.0000	0.0000	0.0000	INR Zero Only
1.27	Gypsum Area Drain Sump Agitator comprising of Complete Agitator Assembly, Gearbox drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft,Mounting flanges with necessary fasteners and gasket.	1.00	SET	84798970	INR		0.0000		0.0000			0.0000	0.0000	0.0000	INR Zero Only
1.28	Limestone area drain sump agitator comprising of Complete Agitator Assembly, Gearbox drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft,Mounting flanges with necessary fasteners and gasket.	1.00	SET	84798970	INR		0.0000		0.0000			0.0000	0.0000	0.0000	INR Zero Only
1.29	Complete cable glands & lugs, cables (as applicable), cable trays/conduit for the above agitator motor's	1.00	LOT	84798970	INR		0.0000		0.0000			0.0000	0.0000	0.0000	INR Zero Only
1.30	Special tools and tackles (if any)	1.00	LOT	84798970	INR		0.0000		0.0000			0.0000	0.0000	0.0000	INR Zero Only
Total In Figures													0.0000	0.0000	Zero Only
Quoted Rate in Words															

Validate Print Help

Item Rate BoQ

Tender Inviting Authority: BHEL-PEM

Name of Work: AGITATOR OF EGD SLURRY TANK

Tender Ref No: PE/PG/NB2/E-6828/2021 Dt. 07/12/2021

Name of the Bidder/
Bidding Firm
/ Company :**ANNEXURE-2 : SUPERVISION CHARGES****PRICE SCHEDULE NOTES:**

1) No. of site visit(s) (except per man day charges for supervision) as mentioned at S.N. 2.11 and 2.21 may vary, depending upon site requirement. Any variation in no. of visits shall be exercised based on unit rate arrived from S.N. 2.11 and 2.21 respectively.

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Item Rate BoQ

Tender Inviting Authority: BHEL-PEM

Name of Work: AGITATOR OF FGD SLURRY TANK

Tender Ref No: PE/PG/INB2/E-6828/2021 DL 07/12/2021

Name of the Bidder/
Bidding Firm
/ Company :

ANNEXURE-3 : MANDATORY SPARES
PRICE SCHEDULE NOTES:
1) Wherever bidder has indicated an item as not applicable, the same will have to be supplied free of cost, in case it is found applicable during detail engineering. Any cell left blank in the unpriced schedule shall be treated as "Quoted".
2) Bidder to provide mandatory spares as asked above for each type of tank separately ,even in case type & size of tank of agitator is similar.
3) One set means 100% complete replacement of the particular component/equipment, as mentioned i.e., Set for the particular equipment, would include all components required to replace the item. For example, a set of bearing shall include all hardware normally required while replacing the bearings. It is further, intended that the assembly / sub-assembly which have different orientation (like left hand or right hand, top or bottom), different direction of rotation or mirror image positioning or any other reasons which result in maintaining two different sets of the spares to be used for the subject assembly / sub-assembly, these shall be considered as different types of assembly/sub-assembly.
4) Wherever the quantities have been indicated for each type, size, thickness, material, radius, range etc. these shall cover all the items supplied and installed.
5) In case spares indicated in the list are not applicable to the particular design offered by the bidder, the bidder should offer spares applicable to offered design with quantities generally in line with the approach followed in the above list.
6) Any item which is quoted as "not applicable" in the above list and is found to be "applicable" at a later date shall be supplied by the Bidder without any commercial implications. The Bidder shall note that if there is any change/ variation in equipment/ system during detail engineering which causes any change/ variation in the essential spares quantity, the same shall be supplied without any commercial implications. The price indicated for the mandatory spares shall be considered for the purpose of evaluation.
7) Mandatory spares shall not be dispatched before dispatch of corresponding main equipment. Pls. refer NIT for delivery schedule. The spares shall be treated and packed for a long storage under the climatic condition prevailing at site.
8) All spares supplied under this contract shall be strictly interchangeable with parts for which they are intended for replacements. These spares should include all mounted accessories like components, boards, add or items, fitting, connectors etc. and be complete in all respects so that the replacement of the main items by these spares does not require any additional item. The vendors must conform the pair to pair compatibility of each electrical spares modules with the modules supplied in the original package. All electronic modules should be pre-set and/or pre-programmed for ready use at site. Alternatively, suitable instruction sheet indicating the details of required PCB jumper position, BCD which is setting, EPROM/PROM listing etc should be packed along with each module. Also a caution mark sign should be put on all such module which needs pre-setting/pre-programming before putting them in to service. The spare shall be treated and properly packed for long term storage.
9) Each spare shall be clearly marked and labelled on the outside of the packing with its description. When more than one spare part is packed in single case, a general description of the contents shall be shown on the outside of such case and a detailed list enclosed. All cases, containers and other packages must be suitably marked and numbered for the purpose of identification.
10) Set for the particular equipment, would include all components required to replace the item, for example a set of bearing shall include all hardware normally required while replacing the bearings. It is further intended that the assembly / sub-assembly which have different orientation (like left hand or right hand, top or bottom), different direction of rotation or mirror image positioning or any other reasons which result in maintaining two different sets of the spares to be used for the subject assembly / sub-assembly, these shall be considered as different types of assembly/sub-assembly.
11) All the spares shall be manufactured along with the main equipment components as a continuous operation as per same specification and quality plan.
12) The Contractor shall warrant that all spares supplied will be new and in accordance with the Contract Documents and will be free from defects in design, material and workmanship.

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1	2	4	5	7	12	13	14	15	16	18	20	21	53	54	55
1	HORIZONTAL/SIDE ENTRY AGITATORS- MANDATORY SPARES ITEMS														
1.1	AUXILIARY ABSORBENT TANK AGITATOR														
1.11	Impeller Assembly (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
1.12	Bearing Assembly (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
1.13	Motor (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
1.14	Belt and Pulley (If applicable) (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
1.15	Gear Box Assembly (If Applicable) (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
1.16	Agitators shaft assembly (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
1.17	Shaft seal (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
1.18	Complete Agitator Assembly (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2	VERTICAL/TOP ENTRY AGITATORS- MANDATORY SPARES ITEMS														
2.1	LIMESTONE SLURRY STORAGE TANK AGITATORS														
2.11	Impeller Assembly (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2.12	Bearing Assembly (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2.13	Motor (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2.14	Belt and Pulley (If applicable) (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2.15	Gear Box Assembly (If Applicable) (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2.16	Agitators shaft assembly (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2.17	Complete Agitator Assembly (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2.2	PRIMARY HYDRO-CYCLONE FEED TANK AGITATOR														
2.21	Impeller Assembly (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2.22	Bearing Assembly (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2.23	Motor (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2.24	Belt and Pulley (If applicable) (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2.25	Gear Box Assembly (If Applicable) (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2.26	Agitators shaft assembly (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2.27	Complete Agitator Assembly (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2.3	SECONDARY HYDROCYCLONE FEED TANK AGITATOR														
2.31	Impeller Assembly (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2.32	Bearing Assembly (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only
2.33	Motor (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000	0.0000				0.0000	0.0000	0.0000	INR Zero Only

2.34	Belt and Pulley (If applicable) (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.35	Gear Box Assembly (If Applicable) (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.36	Agitators shaft assembly (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.37	Complete Agitator Assembly (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.4	FILTRATE WATER TANK AGITATOR													
2.41	Impeller Assembly (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.42	Bearing Assembly (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.43	Motor (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.44	Belt and Pulley (If applicable) (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.45	Gear Box Assembly (If Applicable) (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.46	Agitators shaft assembly (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.47	Complete Agitator Assembly (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.5	WASTE WATER TANK AGITATOR													
2.51	Impeller Assembly (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.52	Bearing Assembly (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.53	Motor (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.54	Belt and Pulley (If applicable) (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.55	Gear Box Assembly (If Applicable) (1 LOT= 1 no. of each type)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.56	Agitators shaft assembly (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.57	Complete Agitator Assembly (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.6	AGITATOR FOR DRAIN PIT (FOR ABSORBER AREA, GYPSUM AREA AND LIMESTONE AREA)													
2.61	Impeller Assembly (1 LOT= 1 no. of each type & size)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.62	Bearing Assembly (1 LOT= 1 no. of each type & size)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.63	Motor (1 LOT= 1 no. of each type & size/rating)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.64	Belt and Pulley (If applicable) (1 LOT= 1 no. of each type & size)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.65	Gear Box Assembly (If Applicable) (1 LOT= 1 no. of each type & size)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.66	Agitators shaft assembly (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
2.67	Complete Agitator Assembly (1 LOT= 1 no. of each type and size)	1.00	LOT	84799040	INR		0.0000		0.0000		0.0000	0.0000	0.0000	INR Zero Only
Total in Figures												0.0000	0.0000	Zero Only
Quoted Rate in Words												Zero Only		

Item Rate BoQ

Name of Work: AGITATOR OF FGD SLURRY TANK

Name of the Bidder/
Bidding Firm
/ Company :

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

1. Cost of Withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. All the bidders have to list out all their technical & commercial deviations (if any) in details in the above format.
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.
5. Bidder shall furnish price along with priced bid.
6. The final decision of acceptance/rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII of GCC, Rev-07 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
12. In case nature of cost of withdraw (positive/negative) is not specified it shall be assumed as positive.
13. In case of discrepancy in the nature of impact (positive/negative), positive will be considered for evaluation and negative for ordering.

[illegible]

Tender Inviting Authority: BHEL-PEM

Name of Work: AGITATOR OF FGD SLURRY TANK

Tender Ref No: PE/PG/NB2/E-6828/2021 Dt. 07/12/2021

Name of the Bidder/ Bidding Firm / Company :	
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GUARANTEED POWER CONSUMPTION FORMAT

NOTES:

1) Power consumption (KW) of motors shall be measured at motor input terminals when the system operating at the rated capacity

2) Total Estimated Power Consumption Figure for the above mentioned Agitators is considered as 129.6 KW which is to be treated as base power. Declared Guaranteed Power Consumption in this Format duly signed and stamped shall be submitted along with technical bid. Total GPC given by the bidder shall not exceed 129.6 kW failing which offer of bidder will not be considered for evaluation.

3) Total power (at Row No.18) and not individual power quoted by bidder shall be termed as 'Guaranteed Power consumption' (GPC) and bidder shall be liable to demonstrate compliance to GPC value during PG test/ Demonstration test at site. If the actual power consumption exceeds 129.6 kW , liquidated damages shall be payable by the successful bidder at the rate of USD 2484/- per KW excess power consumption over 129.6 KW. Such liquidated damages may be recovered by the BHEL by deduction from the contract price or by enforcing the contract performance guarantee or in any other manner deemed fit by the BHEL. Acceptable short fall limit for GPC WITH LD will be (+1%) of base power (129.6 kW).

(This template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER #	NUMBER #	TEX
Sl. No.	Item Description	Quantity (Working)	Duty Factor	Standby	Power Consumption (KW) (at motor input terminal)	Power Consumption (KW)	
1	2	4	6	7	13	53	55
1	Limestone slurry storage tank agitator	2.00	1.0000	0		0.0000	
2	Primary hydro-cyclone feed tank agitator	1.00	1.0000	0		0.0000	
3	Secondary hydrocyclone feed tank agitator	1.00	1.0000	0		0.0000	
4	Filtrate water Tank Agitator	1.00	1.0000	0		0.0000	
5	Waste Water Tank Agitator	1.00	1.0000	0		0.0000	
Total in Figures						0.0000	
Quoted Rate in Words							

Letter head of Company (<Rs. 10 Cr value)

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 offered by us of(package name).....for.....(Project Name/Rate contract)..... meets the requirement of minimum local content in line with Cl. No..... of NIT No..... dated..... and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018, 29.05.2019 , 04.06.2020 &16.09.2020.

Local Content-%

We further confirms that details of location at which the local value addition is made will be our registered works at(address of the works)

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Letter head of CA/ Statutory auditor / Cost auditor (>Rs. 10 Cr value)

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/Rate Contract).....offered by M/s(bidder's name)..... having its registered works at has local content of%.

Further, M/s(bidder's name)..... meets the requirement of minimum local content in line with clause no..... of NIT no..... dated..... and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018 & 29.05.2019.

Thanking You.


For (CA/Cost Firm Name with FRN & Seal)

Chartered/Cost Accountants


(name of Member)

(Membership no.)

(UDIN no.)


	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट		

Ref No: संदर्भ सं.:		Date: तिथि:	
i.	Main Contractor मुख्य संविदाकार		
ii.	Project परियोजना		
iii.	Package Name पैकेज का नाम	Package No पैकेज सं.	
iv.	Proposed Item/Scope of Sub-contracting उप-संविदा(अनुबंध) का प्रस्तावित मद/ दायरा		
v.	Item covered under निम्नलिखित के अंतर्गत शामिल मद	Schedule-1 /अनुसूची- 1	As per contract clause No- अनुबंध के अनुसार खंड सं.- -
		Schedule-2 अनुसूची- -2	
vi.	If item is Schedule-1 and proposed sub-vendor is indigenous, Main Contractor to explain how the contractual provisions will be fulfilled /यदि मद अनुसूची -1 है और प्रस्तावित उप-विक्रेता स्वदेशी है, तो मुख्य संविदाकार को स्पष्ट करना होगा कि संविदा/अनुबंध के प्रावधान कैसे पूरे किए जाएंगे		
vii.	Name and Address of the proposed Sub-vendor's works /प्रस्तावित सब-वेंडर का नाम तथा पता		
viii.	PO placement date/ Start of manufacturing (if self-manufactured) as per L2 network पीओ नियोजन की तिथि / एल- 2 नेटवर्क के अनुसार विनिर्माण (यदि स्व-निर्मित है) की शुरुआत		
ix.	Item Description (Type/Size/Rating/Scope of Sub-Contracting) मद का विवरण (प्रकार / आकार / रेटिंग / उप-अनुबंध का दायरा)	Total quantity of proposed item envisaged in this package (Nos/ Running Meters/ Kgs/ Tons etc) इस पैकेज में परिकल्पित प्रस्तावित मद की कुल मात्रा (संख्या / क्रियाशील मीटर / किलोग्राम / टन आदि)	Quantity proposed to be procured from proposed sub-vendor (Nos/ Running Meters /Kgs /Tons etc) प्रस्तावित उप-विक्रेता (संख्या / क्रियाशील मीटर / किलोग्राम / टन आदि) से खरीदी जाने वाली मात्रा
			Timeline for quantity requirements as per project schedule & whether the proposed Sub-vendor equipped with adequate capacity to supply proposed order quantity in time / परियोजना समय सूची के अनुसार मात्रा आवश्यकताओं के लिए समय-सीमा और क्या प्रस्तावित उप-विक्रेता समय पर प्रस्तावित मांग की मात्रा की आपूर्ति करने में पूरी तरह से सक्षम है


	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट

x.	<i>Supply experience of the proposed sub-vendor (including supplies to Main Contractor, if any) for similar item/scope of sub-contracting, for last 3 years (Note:- Only relevant experience details w.r.t. proposed item/scope of subcontracting to be brought out here)</i> पिछले 3 वर्षों के लिए उप-अनुबंध के समान मद / दायरे के लिए प्रस्तावित सब-वेंडर (मुख्य संविदाकार हेतु आपूर्ति, यदि कोई हो, सहित) का आपूर्ति अनुभव (नोट: - उप-अनुबंध के प्रस्तावित मद / दायरे के संबंध में केवल प्रासंगिक अनुभव के विवरण का उल्लेख हो)								
	Project/Package परियोजना/पैकेज	Customer Name ग्राहक का नाम	Supplied Item (Type/Rating/Model /Capacity/Size etc) आपूर्ति मद (प्रकार/रेटिंग /मॉडल /क्षमता/आकार आदि)	PO ref no/date पीओ संदर्भ सं. /तिथि	Supplied Quantity आपूर्ति की मात्रा	Date of Supply आपूर्ति की तिथि			
<i>We confirm that as per our assessment, the proposed sub-vendor has requisite capabilities & supply experience and is suitable for supplying the proposed item/scope of sub-contracting/हम अपने आकलन के अनुसार इस बात की पुष्टि करते हैं कि, प्रस्तावित उप-विक्रेता के पास अपेक्षित क्षमता और आपूर्ति करने का अनुभव है और उप-अनुबंध के दायरे /प्रस्तावित मद की आपूर्ति के लिए उपयुक्त है।</i>									
Name: नाम:		Desig: पद:		Contact No: दूरभाष सं.:		Sign: हस्ताक्षर:		Date: तिथि:	


Company's Seal/Stamp:- कंपनी का मुहर:-

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
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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 <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 Contact 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-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 <i>(No. of manpower, their qualification, machines & tools employed etc.)</i> (श्रमिकों की	Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design) Details attached at Annexure – F2.2		

	<p align="center">CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्वासन</p> <p align="center">SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली</p>
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	संख्या, उनकी योग्यता, मशीन और उपलब्ध उपकरण आदि)	(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।
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	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.10 विवरण अनुलग्नक - F2.10में संलग्न है।

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
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	<i>List of qualified NDT personnel with area of specialization</i> विशेषज्ञता के क्षेत्र सहित पात्र एनडीटी कार्मिकों की सूची	(if applicable) लागू / लागू नहीं			
15.	<i>List of out-sourced manufacturing processes with Sub-Vendors' names & addresses</i> सब-वेंडर द्वारा बाह्य स्रोतों (उनके नाम और पते सहित) से करवाएं गए निर्माण प्रक्रियाओं की सूची	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure. – F2.11 विवरण अनुलग्नक - F2.10 में संलग्न है। (if applicable) (यदि लागू हो)			
16.	<i>Supply reference list including recent supplies</i> 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.	<i>Product satisfactory performance feedback letter/certificates/End User Feedback</i> उत्पाद के संतोषजनक प्रदर्शन संबंधी फीडबैक पत्र / प्रमाण पत्र / अंतिम उपयोगकर्ता फीडबैक	Attached at annexure - F2.13 अनुलग्नक F2.13 पर संलग्न है			
18.	<i>Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating)</i> प्रस्तावित उत्पाद (एक समान या उच्च रेटिंग वाले) के लिए टाइप टेस्ट रिपोर्ट (टाइप टेस्ट विवरण, रिपोर्ट संख्या, एजेंसी, जांच की तारीख) का सारांश 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 - F2.14 में संलग्न है (if applicable) (यदि लागू हो)			
19.	<i>Statutory / mandatory certification for the proposed product</i> 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.	<i>Copy of ISO 9001 certificate</i> आईएसओ 9001 प्रमाण पत्र की प्रति (if available) (यदि उपलब्ध हो)	Attached at Annexure – F2.16 अनुलग्नक में संलग्न - F2.16 है			
21.	<i>Product technical catalogues for proposed item (if available)</i> प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग (यदि उपलब्ध हो)	Details attached at Annexure – F2.17 विवरण अनुलग्नक - F2.17 में संलग्न है			

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

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

INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

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

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:_____

(Name & Address) _____

Guidelines for Remote Inspection of PEM BOIs

1) OBJECTIVE:

To lay down the procedure for carrying out Remote Inspection of Bought-out Items (BOIs) for PEM suppliers wherever applicable.

2) SCOPE:

It will cover suppliers for packages of PEM BOIs for various project requirements.

Invitation is sent to the suppliers for remote inspection on applications like MS Teams, Webex, etc. by BHEL.

3) MINIMUM REQUIREMENTS AT SUPPLIER'S WORKS:

- i. Uninterrupted internet services
- ii. Good internet bandwidth (Min 100 Mbps)
- iii. Good resolution camera (2 nos) – one preferably CCTV (static at one place) and one hand hold (moving)
- iv. Smart phone with minimum 8MPi camera front and back both with optical zoom facility suitable for using web applications like Webex, MicroSoft (MS) Teams, etc.
- v. Computer and Scanner with good resolution
- vi. Digital signatures of supplier's Quality Engineer
- vii. Availability of web applications like Webex, MicroSoft (MS) Teams, as required.
- viii. All Test certificates, internal test reports, calibration reports, etc. for the items offered for inspection.
- ix. Availability of the above to be submitted to BHEL two days in advance before inspection.
- x. Dedicated team from supplier side for facilitating inspection requirements.
- xi. For ensuring proper visibility, the suggested Portable lighting sources (torch/ electric LED bulb of minimum 15 W) with no glare is to be ensured at offered job, location for remote inspection/testing. This is to be verified before start of the inspection.
- xii. The GPS location co-ordinates or any method to locate inspection location shall be captured indicating the location of the Vendor-Premises of remote inspection/testing.

4) MINIMUM REQUIREMENTS AT BHEL and CUSTOMER LOCATION :

- i. Uninterrupted internet services
- ii. Suitable internet bandwidth
- iii. Digital signatures wherever required.
- iv. Availability of web applications like Webex, MS Teams, etc. as required.
- v. Clearance from customer for conducting remote inspection

5) PROCEDURE:

- i. Supplier will raise the inspection call in BHEL - CQIR portal.
- ii. Supplier shall ensure availability of minimum requirements at supplier's works as mentioned above at point 3.

- iii. Before starting the inspection, the supplier shall submit the documents (TCs, internal test reports and calibration certificates as per approved QAP) two days before the date of inspection for review by BHEL and supplier shall coordinate with BHEL and if found satisfactory, inspection shall be considered for remote.
 - iv. Prior to commencement of remote inspection a pre inspection meeting shall be organised by BHEL inspector with supplier to ascertain the readiness for remote inspection.
- 6) During inspection, supplier shall share the location on Google maps for verifying the address of the manufacturer. Location may be captured by BHEL as screenshot.
- i. Inspection shall be on the basis of approved Quality Plans and associated reference documents mentioned.
 - ii. For witnessing inspection, supplier shall bring the mobile video camera near to the surface of the equipment or as per requirement of the inspector for clarity in viewing the test/ equipment which shall be the responsibility of supplier. Supplier shall ensure that proper lighting is available during live video streaming.
 - iii. Before start of the inspection, inspector shall ensure that all instruments shall have valid calibration report. Supplier shall ensure use of digital instruments preferably for inspection to the extent possible.
 - iv. Details of suppliers's dedicated team handling the remote inspection shall also be incorporated in the CQIR.
 - v. All details of inspection/ testing referred documents shall be mentioned in the CQIR. Recording of remote inspection shall be maintained by the BHEL inspector and this recording (unedited) shall be maintained at BHEL system for a minimum period of 3 years or till the warranty period whichever is later.
 - vi. PEM (Engineering) shall accord final technical clearance, in case of any deviation in inspected item noticed during inspection.
 - vii. Inspection shall be conducted by PEM-Q&BE assigned inspector along with PEM-Engg (if required). CQIR shall be prepared and maintained by PEM-Q&BE.
 - viii. PG will issue MDCC on the basis of acceptance of inspected items along with accepted packing photographs as per contract provisions.
- 7) **UNDERTAKING BY VENDOR:** Material inspected through remote inspections is meeting all technical requirements of BHEL. In case of any discrepancy from the above procedure/ material inspected, if found later, vendor will replace the materials without any cost implication to BHEL.
- 8) Vendor shall provide the signed and stamped of the above guidelines to BHEL as a token of acceptance.

No.25-11/6/2018-PG
Government of India
Ministry of Power
Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001
Tele Fax: 011-23730264

Dated 02/07/2020

ORDER

Power Supply System is a sensitive and critical infrastructure that supports not only our **national defence, vital emergency services** including health, disaster response, **critical national infrastructure** including classified data & communication services, defence installations and manufacturing establishments, logistics services but also the **entire economy** and the **day-to-day life** of the citizens of the country. Any danger or threat to Power Supply System can have catastrophic effects and has the potential to cripple the entire country. Therefore, the Power Sector is a **strategic and critical sector**.

The vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber attacks through malware / Trojans etc. embedded in imported equipment. Hence, **to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network** in the country, the following directions are hereby issued :-

(1) All equipment, components, and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.

(2) All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MoP).

(3) Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India

(4) Where the equipment/components/parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MoP).

This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.

This issues with the approval of Hon'ble Minister of State for Power and New & Renewable Energy (Independent Charge).



(Goutam Ghosh)

Director

Tel: 011-23716674

To:

1. All Ministries/Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. Vice Chairman, NITI Aayog
4. Comptroller and Auditor General of India
5. Chairperson, CEA
6. CMDs of CPSEs/Chairman of DVC & BBMB/MD, EESL/DG, NPTI/DG, CPRI/DG, BEE/
7. All ASs/JSs/EA, MoP

Copy:

1. PS to Hon'ble PM, Prime Minister's Office
2. PS to Hon'ble MOS(IC) for Power and NRE
3. Sr. PPS to Secretary(Power)

**No.11/05/2018-Coord.
Government of India
Ministry of Power**

**Shram Shakti Bhawan, New Delhi
Dated the 23rd July, 2020.**

ORDER

Sub: Measures for contributing towards 'Atmanirbhar Bharat' and 'Make in India' through phased indigenisation in Power Sector.

Whereas Ministry of Power after analysis of data relating to import of the equipment in power sector and consultations with the stakeholders engaged in manufacturing of the equipment as well as developers of power projects in generation, transmission, and distribution, has taken note of the fact that despite Government of India policy of 'Make in India', many equipment in this sector are being imported even though sufficient domestic manufacturing capacity and competition exists.

Whereas DPIIT from time to time since 2017 has issued orders with the latest version issued vide No.P-45021/2/2017-PP (BE-II) on 04.06.2020 to promote Make in India and domestic manufacturing of goods and services in India with a view to enhancing income and employment and the said order needs to be fully implemented in power sector.

Whereas, for power sector to become an integral part of national campaign of 'Atmanirbhar Bharat' and to contribute to 'Make in India' policy of Government of India, it is essential that developers in the generation, transmission, and distribution of power, are also encouraged to effectively and wholeheartedly contribute in this endeavor.

Whereas Power is a sensitive and strategically important sector and is a critical infrastructure for development of our country, as our national defense, vital emergency services, critical national infrastructure, communication, data services, health services, logistics, manufacturing etc. all depends on reliable power supply and any possibility of malware/cyber threat in the power systems leads to vulnerability with the potential of bringing down the whole system with consequential impact on all other sectors of our country. Therefore, 'Atmanirbhar Bharat' has a much higher level of significance for this sector. Therefore, there is a need to encourage, adopt and use only 'Make in India' equipment/materials/parts/items in the power sector in order to protect the safety and security of our country.

Now therefore the following order is issued:

1. This order is issued in consonance with the order of the DPIIT referred above.
2. All equipment/materials/parts/items required in the power sector which are domestically manufactured with sufficient domestic capacity shall necessarily be used from the domestic manufacturers only as per the extant provisions of the Public Procurement (Preference to Make in India) Orders issued by DPIIT and MoP.

Contd.....2/-

3. In respect of equipment/materials/parts/items wherein domestic capacity is not available and imports are inevitable, the MoP shall list out all these equipment and prepare an Action Plan for their indigenisation over a specified time frame of 2-3 years. For this an enabling policy framework through support to Start-ups, phased manufacturing programme, vendor development, Research & Development, tax & other incentives needs to be developed.
4. Till such time indigenous manufacturing capacity for all equipment/materials/parts/items required in the power sector are developed, the goods so imported shall be tested in certified laboratories designated by MoP to check the presence of any embedded malware/trojans or other cyber threats and also to check adherence to Indian Standards. For testing of goods from prior reference countries, the testing protocol shall be approved by Ministry of Power (MoP).
5. Ministry of Power shall prepare an 'Approved list of Models and Manufacturers' (ALMM) in power sector. All Power Projects which are bid out as per the standard bidding guidelines will be required to procure equipment from manufacturers figuring in the approved list.
6. Financing from REC and PFC will be structured in such a manner that lower rates of interest will be charged on the developers who will use domestically manufactured equipment.

This issues with the approval of Hon'ble MoS (IC) for Power and NRE.



(R.K. Das)

Under Secretary to the Government of India
Tel. No.011-23752495

To:

1. All Ministries/ Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. PS to Hon'ble PM, Prime Minister's Office
4. Vice Chairman, NITI Aayog
5. Director General, Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017
8. Chairperson, CEA
9. CMDs of CPSEs/ Chairmen of DVC & BBMB/ MD of EESL/ DG(NPTI)/ DG(CPRI)/ DG(BEE)
10. All JSs/ EA, MoP

Copy to:

1. PS to MoS (IC) for Power and NRE
2. Sr. PPS to Secretary (Power)
3. Sr. PPS to Additional Secretaries in MoP

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

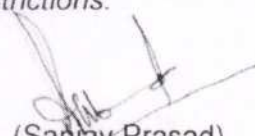
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.*
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the*

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

- 6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

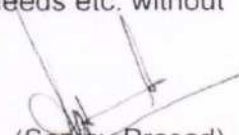
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

5/12

Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
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To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020


Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.


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To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

No. F.18/5772020-PPD
 Government of India
 Ministry of Finance
 Department of Expenditure
 Procurement Policy Division

512, Lok Nayak Bhawan,
 New Delhi. Dated the 8th February 2021

OFFICE MEMORANDUM

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.


Attention is invited to this Department's Order (Public Procurement No.1) issued vide OM F.No.6/18/2019-PPD dated 23.07.2020. As per para 11 of the Order, in case of Works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. However, no such restriction is stipulated in the Order regarding other procurements i.e. procurement of Goods, Services, etc.

2. This office is in receipt of representations seeking clarification whether it is permitted for the bidders to procure raw material or components/ sub-assemblies or the finished goods etc. from the vendors from the countries sharing land borders with India.

3. In this context following is hereby clarified:

- i A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".
- ii However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

4. This is issued with the approval of Secretary (Expenditure).


 Kotluru Narayana Reddy
 Deputy Secretary to the Govt. of India
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 Email: kn.reddy@gov.in

To

- (1) Secretaries of All Ministries/ Departments of Government of India,
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.



PEM / PG-III, BHEL, Noida

SPECIAL CONDITIONS OF CONTRACT (SCC) Rev-0

3x660 MW NPGCPL NABINAGAR STPP (FGD SYSTEM PACKAGE): Job No. 457

These Conditions shall be read and construed along with General Conditions of Contract (GCC) rev.07 dated 10.01.2020, to be 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	3x660 MW NPGCPL NABINAGAR STPP (FGD SYSTEM PACKAGE)
2.	Nature of project & Type of Bidding	Mega, Competitive Bidding
3.	Customer Order Ref No	CS-0370-109-(1A)-2-FC-NOA-0059 dated 14.06.2019 CS-0370-109-(1A)-2-SC-NOA-0060 dated 14.06.2019
4.	BHEL's Customer	NABINAGAR POWER GENERATING CO PVT LIMITED
5.	NPGCPL site GSTIN	10AACCN9448C1ZS
6.	Customer Consultants	No consultant
7.	Consignee Address (Bill To)	For supply package: BHEL, Power Sector-Project Engineering Management, Power Project Engineering Institute, Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301. GSTIN: 09AAACB4146P2ZC For turnkey packages (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSER): Construction Manager, BHEL site office, NPGCPL, NABINAGAR STPP (3X660 MW) FGD, DIST: AURANGABAD, STATE: BIHAR BHEL PSER GSTIN No.- 10AAACB4146P1ZU
8.	Delivery Address (Ship To)	Construction Manager, BHEL site office, NPGCPL, NABINAGAR STPP (3X660 MW) FGD, DIST: AURANGABAD, STATE: BIHAR 824301
9.	BHEL Site Office Address	Construction Manager, BHEL site office, NPGCPL, NABINAGAR STPP (3X660 MW) FGD, DIST: AURANGABAD, STATE: BIHAR 824301
10.	Location of Plant	The plant is located in Aurangabad district of Bihar at a distance of about 15 kms .from Barun in Aurangabad district of Bihar and is approachable from NH-2 through a 20 Kms (approx.) long single lane metaled road. Nearest railway station is Ankorha on Sone - Garwa Road at about 1.0 Kms. from the project site. The nearest airport at Gaya is at a distance of about 120 Kms from project site.
11.	Mode of Dispatch	For indigenous supplies: By Rail/Road on door delivery and freight pre-paid basis. For imported supplies: On C&F 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 PSER BIHAR GSTIN No.- 10AAACB4146P1ZU
13.	Transit Insurance	In BHEL Scope. For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office: (i) Policy No. (ii) Consignee Name. (iii) Consignment Details (items with their weights and value (in INR).

		<p>(iv) Project Name and P.O. No.</p> <p>(v) LR No. and date, Dispatch origin and destination details, Invoice No.</p> <p>Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in PO.</p>
14.	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> <p>BHEL Site office (address as mentioned at Sl. No. 9)</p> <p>BHEL PEM Noida (address as mentioned in NIT for PO issued by PEM)</p> <p>BHEL PSWR Nagpur (For PO Issued by BHEL PSWR).</p>
15.	Document required for Vendor's payment.	<p>For claiming the payment, documents as mentioned in GCC rev 07 shall be submitted by vendor to BHEL.</p> <p>Packing List must comply to Clause No. 19.3 of General Commercial Terms & Conditions of GCC rev. 07. Description of items in packing list shall be as per PO such that proper correlation between PO & packing list must be furnished.</p> <p>Soft copy of documents for claiming payment shall be submitted by vendor as advance copy.</p>
16.	Buyer and Paying Authority	<p>For packages where PEM will issue the Purchase Order: BHEL PEM will be the paying authority. For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL PSER. NPGCPL Nabinagar FGD BHEL Site will be the paying Authority.</p>
17.	Demurrage charges	Demurrage charges shall be paid by supplier/ vendor only to the transporter. No claim shall be acceptable to BHEL in this regard.
18.	Unloading, Storage & Movement of material at site	<p>a.) By BHEL site office for supply packages. (where only supply is in vendor's scope)</p> <p>b.) By vendors for Turnkey (where Supply and E&C is in vendor's scope)</p> <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 3-4 days. As such, transporters to be advised suitably before dispatch of materials in this regards. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in sl. no. 14 above is solicited</p>
19.	Concessional custom duty against Essentiality certificate (EC)	No CIF is available for the project.
20.	Taxes & Duties (For Domestic Vendor)	As per General Conditions of Contract (GCC rev 07)
21.	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of foreign vendors, quoted prices & Dispatches shall be on C & F Indian (Mumbai) port basis and the Taxes & duties in the country of dispatch shall be borne by Foreign vendor. All the Taxes & duties and other charges applicable in India shall be borne by BHEL-PEM for the direct order placed by PEM to the foreign bidder and by BHEL-PSER for the orders placed by PSER.
22.	Inspection Agency	<p>Inspection of packages shall be carried out by agency as per below Inspection category of packages:</p> <ol style="list-style-type: none"> 1) Cat-I: Inspection shall be done jointly or separately by NTPC and BHEL or BHEL's TPIA 2) Cat-II: Inspection shall be done by BHEL or BHEL TPIA only. 3) Cat-III: Certificate of Compliance shall be furnished by the Vendor. <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). For Inspecting Agency for various items, vendor may refer to Quality Plan. Third party inspection agency, if any, shall be informed after award of contract.</p>
23.	Inspection procedure	<p><u>For Domestic supplies</u></p> <p>Please refer clause no. 14.0 of GCC Rev 07. Vendor to furnish photographs pertaining to packing of materials before despatch. MDCC shall be issued on the basis of clear inspection report (CQIR).</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</p>

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		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 PEM and then, sent to NTPC for clearance. Vendor to furnish photographs pertaining to packing of materials before despatch. 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.
24.	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, which shall be valid for the vendor payment. However, the vendor shall furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of NTPC MDCC by BHEL.</p>
25.	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 GCC rev.07/ Technical Specification/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/Portable Hard Disk.</p>

	Prepared by	Checked by	Reviewed by	Approved by
Name	Amit Kumar	Manish Kr. Sinha	P.K. Gautam	Asim Mishra
Designation	Sr. Engr./ PG III	Manager/ PG III	Sr. DGM/ PG III	AGM & DH/ PG III
Signature	<i>Amit Kumar</i> 24/10/2020	<i>Manish Kr. Sinha</i> on leave	<i>P.K. Gautam</i> 22/10/2020	<i>Asim Mishra</i> 24/1/20