

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.)

ENQUIRY NUMBER:
PACKAGE: MISC. PUMPS.
PROJECT:

Letter head of Company

Ref.....
Date.....


MODEL CERTIFICATE

Reference: Tender Enquiry Ref-
Name of Package: MISC. PUMPS-]

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 country, has been registered with competent authority.

Yours very truly
.....(authorized signatory of company)
.....(firm name)
Company's Seal/stamp

****Strike off non-applicable text**

	<p align="center">PROJECT ENGINEERING MANAGEMENT</p>	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC)</p> <p align="center">Revision no. 07</p>	<p align="center">ANNEXURES</p>
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ANNEXURE– VIII (Rev 01)

INTEGRITY PACT

Between

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

And

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

Preamble

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


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

Section 1- Commitments of the Principal

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

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

Section 4 - Compensation for Damages


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

Section 5 - Previous Transgression

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

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

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.

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- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions

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

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

Section 8 -Independent External Monitor(s)

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

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8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor (s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

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

For & On behalf of the Principal
(Office Seal)

Place **RAJEEV KUMAR**

Date _____

Witness: **PRAG JAIN**

(Name & Address) _____

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

Witness: _____

(Name & Address) _____

Annexure
(on Letter head of Company/Firm)

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited
PEM, BHEL Sadan, Plot No 25,
Sector -16A, Noida (UP)-201301

Subject: - Conflict of interest – Declaration

Reference (s):

Bid No.:

Name of Package:

Project:

Dear Sir/Madam,

I...(Name)...., (Designation).... on behalf of M/s.... (Name of the bidding company/firm) - the authorised signatory of the reference bid, hereby submit the declaration as below.

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in

which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Yours truly

..... (Authorised Signatory)

..... (Firm name)

Note: Authorised Signatory should be either Board member/owner of firm or person authorised for signing by board/ owner of the firm. In case the authorised signatory is other than board/owner of the firm, then authorisation letter from the board/owner of the firm is also to be enclosed.

Note # 1

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

SPECIAL CONDITIONS OF CONTRACT (SCC) Rev.01
2 X 800 MW NTPC LARA STPS STAGE - II – EPC
(JOB NO. 508)

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

S I. N o .	Title	Description
1.	Project Name	2 X 800 MW NTPC LARA STPS STAGE - II – EPC
2.	Nature of project & Type of Bidding	Mega Power Project Competitive Bidding
3.	Customer Order Ref No	Supply: - CS-9587-001R-2-FCNOA-7332, dtd 29.08.23 Services: - CS-9587-001R-2-SCNOA- 7333. dtd 29.08.23 Mandatory Spares: -CS-9587-001R-2-SCNOA- 7333, Dtd 29.08.23
4.	BHEL's Customer	NTPC
5.	NTPC LARA GST No.	22AAACN0255D4Z5
6.	Customer Consultants	NA
7.	Buyer and Paying Authority	a. For packages where BHEL PEM will issue the Purchase Order - BHEL PEM will be the paying authority. b. For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL PSER - BHEL PSER Site will be the paying Authority.
8.	Consignee Address (Bill To)	FOR SUPPLY PACKAGES: BHEL, Power Sector-Project Engineering Management, Power Project Engineering Institute, Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301. BHEL-PEM GSTIN: 09AAACB4146P2ZC FOR TURNKEY PACKAGES (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSER):

		Construction Manager, BHEL site office, 2 X 800 MW NTPC LARA STPS STAGE - II P.O. - PUSSORE, VILLAGE-CHHAPORA, RAIGARH CHHATTISGARH-496440 BHEL-PSER - GSTIN No.- 22AAACB4146P1ZP
9.	<u>Delivery Address</u> (Ship To)/BHEL Site office address	Construction Manager, BHEL site office, 2 X 800 MW NTPC LARA STPS STAGE - II P.O. - PUSSORE, VILLAGE-CHHAPORA, RAIGARH CHHATTISGARH-496440 BHEL-PSER - GSTIN No.- 22AAACB4146P1ZP
10.	Location of Plant	The project is located in Raigarh district of Chhattisgarh State. The project is located south-east of Raigarh town near village Lara, bounded by villages Lara, Chhapora & Lohakhan and on the western side of Odisha State boundary. Nearest Road- NH-200 (Raigarh–Sarangarh) via Kondatarai. Nearest Railway: Raigarh Railway is approximately 30 kms. Nearest Airport: Raipur is about 250 km
11.	Mode of Dispatch	By Rail/Road/Sea on door delivery and freight pre-paid basis
12.	Packages for CIF value considered	NIL
13.	BHEL GSTIN Details	For supply packages: BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC For Turnkey packages: BHEL-PSER – GSTIN - 22AAACB4146P1ZP
14.	QR Code Affixing Requirement for SPMS (Mandatory Requirement)	<ol style="list-style-type: none"> 1. Vendor to mandatorily required to furnish detailed shipping/packing list to BHEL in format as per Annexure 1 of this SCC. BHEL shall provide QR codes for each boxes/bundle/shipping sections etc. 2. 3. Vendor is mandatorily required to print the generated QR in half of A4 size printer using a normal printer. One copy of this QR code must be attached to the respective box/bundle/gunny bag/shipping section etc. The other copy of the QR code must be enclosed with the documents sent along with the consignment. 4. After reaching at site, QR code shall be scanned at gate and material shall be received by site. 5. Further, vendor to ensure that 6. a) All the items being dispatched in the consignment/LR are listed in the packing list. 7. b) Proper precautions are taken while affixing to ensure that the “Fixed QR Code” should not damage during transit. 8. c) QR code is correctly fixed to all the box/bundles/loose

		<p>items being dispatched in consignment. Any delay arising thereof due to incorrect tagging/missing tags shall be to vendor's account.</p> <p>BHEL shall provide QR code within 2-3 days of submission of shipping/packing details (as per Annexure-1) by vendor. Vendor to plan dispatches accordingly without affecting the delivery schedule.</p>
15A	Transit Insurance	<p>As per Notice Inviting Tender (NIT).</p> <p>In case, Transit Insurance is specified in BHEL Scope in NIT - Insurance details shall be provided by BHEL-PEM.</p> <p>For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office:</p> <ul style="list-style-type: none"> • Policy No. • Consignee Name. • Consignment Details (items with their weights and value (in INR)). • Project Name and P.O. No. • LR No. and date, Dispatch origin and destination details, Invoice No. • Vendors to intimate the underwriters quoting the insurance Policy details.
15B	Insurance of unloading, storage, handling, erection and commissioning	<p>Insurance of unloading, storage, handling, erection and commissioning shall be in BHEL Scope</p> <p>Insurance Deductibles:</p> <p>For Storage/Erection and Testing Cover</p> <ol style="list-style-type: none"> Testing and Commissioning: 10% of the claim amount subject to a minimum of Rs. 3.5 Crores. All others: 5% of the claim amount subject to a minimum of Rs. 50 Lakhs <p>Act of God Perils 10% of the claim amount subject to a minimum of Rs. 5 Crores.</p> <p>For Third Party Liability: The policy excess for Storage/Erection and Testing Cover as above shall apply for Third Party Liability property damage claims also</p> <p>For Third Party liability claims arising out of Acts of God Perils, the excess applicable to AOG claims shall apply.</p> <p>For Terrorism Cover: Minimum Excess as per tariff/Indian Terrorism Pool.</p> <p>5% of loss amount subject to a minimum Rs. 1 Lakh and Maximum Rs. 2.5 Crores EEL.</p>

1 6.	Dispatch intimation	Yes, in writing, not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to: <ul style="list-style-type: none"> • BHEL Site office (address as mentioned at Sl. No. 9) • BHEL PEM Noida (address as mentioned in NIT for PO issued by PEM) • BHEL PSER (For PO Issued by BHEL PSER)
1 7.	Demurrage charges	Demurrage charges shall be paid by supplier/vendor only. No claim shall be acceptable to BHEL in this regard.
1 8.	Unloading, Storage & Movement of material at site	<ul style="list-style-type: none"> • By BHEL site office for supply packages (where only supply is in vendor's scope). • By vendors for Turnkey (where Supply and E&C is in vendor scope) <p>Note: The Supplier shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL Site Contractor. Please note that unloading of materials at Site shall sometimes may take 3-5 days. As such, transporters to be advised suitably before dispatch of materials in this regard. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in sl. no. 15 above is solicited.</p>
1 9.	Taxes & Duties (For Domestic Vendor)	As per Notice Inviting Tender (NIT).
2 10.	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of foreign vendors, quoted prices & Dispatches shall be on C & F Port –Kolkata Basis and Taxes & Duties in the country of dispatch shall be borne by Foreign vendor.
2 11.	<u>Inspection Agency</u>	<p>Inspection of packages shall be carried out by agency as per below Inspection category of packages:</p> <p>Cat-I: Inspection shall be done jointly or separately by NTPC and BHEL or BHEL's TPIA.</p> <p>Cat-II: Inspection shall be done by BHEL only.</p> <p>Cat-III: Certificate of Compliance shall be furnished by Vendor.</p> <p>Note: Please note, for Cat I & II items BHEL reserve the right to carry inspection by themselves or through nominated third party inspection agency (TPIA). Third party inspection agency, if any, shall be informed after award of contract.</p>
2 12.	Inspection procedure	<p><u>For Domestic supplies:</u></p> <p>- As per Notice Inviting Tender (NIT).</p> <p><u>For Foreign supplies</u></p> <p>- In case of Foreign supplies, if NTPC approved 3rd party inspection agency does not participate in the inspection, test</p>

		<p>certificates & inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by BHEL PEM and then, sent to NTPC for clearance.</p> <p>The dispatch clearance (MDCC) by NTPC/ BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates and photographs as per above.</p>
2 3.	Material Dispatch Clearance Certificate (MDCC) Issuing Agency	MDCC shall be issued by BHEL only after receipt from NTPC. It is the responsibility of vendor to furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of NTPC MDCC by BHEL
2 4.	Mandatory Spares	Delivery of mandatory spares shall be as per NIT.
2 5.	Constructi on Facilities to Vendor	<p>Construction Power: Construction Power is chargeable basis as per customer contract which can be provided at single point source post establishment of Construction Power grid by PSER. Further distribution is to be done by concerned vendor.</p> <p>Construction water: Construction water is not available within project premises. Therefore, construction water is to be arranged by vendor.</p>
2 6.	Storage Infrastru cture by Vendor	<p>For Turnkey packages: Space for office will be provided free of charge as per availability in consultation with customer.</p>
2 6. A	Storage Infrastruct ure by Vendor	<p>For Turnkey packages (Fuel Oil Handling and Storage System, Compressed Air System, Air conditioning System, Ventilation system, DM Plant, Condensate Polishing Unit, Pretreatment Plant, Mill Reject System, Effluent Treatment Plant, Sewage Treatment Plant and Station Lighting System packages)</p> <p>(a) Vendor shall compulsory make covered storage shed of minimum size of 15 feet x 15 feet for storage of valuable Electrical/ Electronic items/ Instruments etc.</p> <p>(b) Vendor shall compulsory make office of size 10 feet x 10 feet for site Engineer/ Staff along with facility of Computer/ Laptop/ Printer for protocol preparation and submission to BHEL.</p> <p>(c) Alternately, vendor can provide container of suitable size for above purpose, i.e. (a) and (b).</p>
2 6. B	Storage space by BHEL	For Turnkey package supplies - BHEL shall provide the 1 no. closed storage shed for C&I and critical items storage free of charge.

		Mandatory spares of Turnkey package shall be stored in BHEL provided closed storage shed.
2 7.	Safety Officer and Quality Engineer by Vendor	<p>For Turnkey packages, vendor shall deploy one number Safety Officer and one number Quality Engineer during total E&C period.</p> <p>In case of failure of above, BHEL shall deploy it and appropriate charges shall be deducted from vendor due payments.</p> <p>The charges for Non-deployment of Safety officer and Quality Engineer is Rs. 50,000.00 per man-month for each staff. This charge amount is exclusive of GST.</p>
2 8.	Packing Identification & Marking [If not specified in NIT]	<p>Each box shall be marked with Capital Letters in "Red" indicating the PEM SUPPLY (Main Supply/Commissioning Spares/Mandatory Spares) for 2 X 800 MW NTPC LARA STPS Stage-II – II project.</p> <p>NOTE: Main supply item and items for commissioning spares must be packed separately. Each package delivered under the Contract shall be marked by supplier and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated).</p> <p>Such marking shall show the description and quantity of contents, the name and address of consignee, the Gross weight and Net weight of the package, the name of the Supplier, PEM P.O. reference number, with a distinctive number of mark sufficient for purposes of identification.</p> <p>Besides above necessary, packing shall bear a special marking 'TOP', 'BOTTOM', 'DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.</p> <p>IMPORTANT: -</p> <ul style="list-style-type: none"> • Two copies of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also. • The Packing list details for the consignment must be put inside the Box/Boxes. <p>Items like pumps, Valves, Hoists, Cranes etc. shall essentially have O&M Manuals and E&C guidelines duly enclosed in the packing box. Certificate to such effect shall also be reflected in packing slip.</p> <p>Mandatory spares shall be properly packed separately in separate box painted in Red, indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the CUSTOMER approved BBU for Mandatory spares & Number per item (to match the description given in the packing slip) to facilitate their- proper identification by end customer/ BHEL Site. One Copy of Packing list must be put inside the Box along with</p>

29.	Submission of Final Drgs/ Docs along with O&M Manual, Type Test Certificates (if any)	No. of O&M Manuals As per applicable GCC / Tender documents/Kick-off meeting. If not specified anywhere, Vendor to submit final approved O&M Manual in 12 Hard copies and 4 No of CD ROMs/DVDs/Pen drive.
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	Prepared by	Checked / Reviewed by	Approved by
Name	Netrapal Singh	Awadhesh Singh	GC Thakur
Designation	Manager/ PG-I	Sr. Manager & SH-2/ P-I	Sr DGM & DH/ PG-I
Signature			

Enclosures

Annexure 1 – Format of packing list/shipping list for QR code generation as per SCC Clause no. 14

Sl No	Contract No	Type	PG MA	PG MA Des	D U	D U Des	Dispatch Qty.	Unit	BBU No.	BBU No	B B U No	P o a x c N o .	Material Required For (Set1/ Set-2)	NS	Remarks
	NT9587-PC-001R-2-	<BOI * > <*BHEL shall	<Vendor to fill	<Vendor to fill	B H E L	<Vendor to fill	<Vendor to fill	<Vendor to fill	to fill up BBU	<Vendor to fill	<Vendor to fill	<Vendor to fill	Vendor to fill	<Nature of Supply :Vendor	Remarks

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

SPECIAL CONDITIONS OF CONTRACT (SCC) Rev.00
2X800MW SINGRAULI STPP, Stage-III-EPC

These Conditions shall be read and construed along with latest applicable (i.e. BOI or BOP) General Conditions of Contract (GCC/ATC) 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	2X800MW SINGRAULI STPP, Stage-III – EPC
2.	Nature of project & Type of Bidding	Competitive Bidding
3.	BHEL's Customer	NTPC
4.	Customer Consultants	NA
5.	Buyer and Paying Authority	For packages where BHEL 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 PSNR - BHEL PSNR Site will be the paying Authority.
6.	Consignee Address (Bill To)	FOR SUPPLY PACKAGES: BHEL, Power Sector-Project Engineering Management, BHEL SADAN, 3 rd FLOOR, Sector-16A, Noida, Uttar Pradesh-201301. BHEL-PEM GSTIN: 09AAACB4146P2ZC FOR TURNKEY PACKAGES (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSNR): Construction Manager, BHEL site office, 2X800MW SINGRAULI STPP, Stage-III 1004 Singrauli Super Thermal Power Station P.O. SHAKTINAGAR , SONEBHADRA UTTAR PRADESH -231222 BHEL-PSNR - GSTIN No.- 09AAACB4146P2ZC
7.	Delivery Address (Ship To)/BHEL Site office address	Construction Manager, BHEL site office, 2X800MW SINGRAULI STPP, Stage-III 1004 Singrauli Super Thermal Power Station P.O. SHAKTINAGAR , SONEBHADRA UTTAR PRADESH -231222 BHEL-PSNR - GSTIN No.- 09AAACB4146P2ZC
8.	Location of Plant	The project is located in Sonebhadra District of Uttar Pradesh. The Project is located at 118 Km towards South of District Head Quarters Robertsganj and is well connected by State Highway SH-5A. Nearest National Highway NH-39 is at a distance of about 5 Km from the Project. Nearest Major Town – Robertsganj (118 kms) Nearest Airport– Varanasi (220 kms) Nearest Railway Station– Shaktinagar (3 kms)
9.	Mode of Dispatch	By Rail/Road/Sea on door delivery and freight pre-paid basis

10.	BHEL GSTIN Details	<p>For supply packages: BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC</p> <p>For Turnkey packages: BHEL-PSNR – GSTIN - 09AAACB4146P2ZC</p>
11.	QR Code Affixing Requirement for SPMS (Mandatory Requirement)	<p>Vendor to mandatorily required to furnish detailed shipping/packing list to BHEL in format as per Annexure 1 of this SCC. BHEL shall provide QR codes for each boxes/bundle/shipping sections etc.</p> <p>Vendor is mandatorily required to print the generated QR in half of A4 size printer using a normal printer. One copy of this QR code must be attached to the respective box/bundle/gunny bag/shipping section etc. The other copy of the QR code must be enclosed with the documents sent along with the consignment. After reaching at site, QR code shall be scanned at gate and material shall be received by site.</p> <p>Further, vendor to ensure that</p> <ol style="list-style-type: none"> All the items being dispatched in the consignment/LR are listed in the packing list. Proper precautions are taken while affixing to ensure that the “Fixed QR Code” should not damage during transit. QR code is correctly fixed to all the box/bundles/loose items being dispatched in consignment. Any delay arising thereof due to incorrect tagging/missing tags shall be to vendor’s account. <p>BHEL shall provide QR code within 2-3 days of submission of shipping/packing details (as per Annexure-1) by vendor. Vendor to plan dispatches accordingly without affecting the delivery schedule.</p>
12	Transit Insurance	<p>As per Notice Inviting Tender (NIT).</p> <p>In case, Transit Insurance is specified in BHEL Scope in NIT - Insurance details shall be provided by BHEL-PEM.</p> <p>For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office:</p> <ul style="list-style-type: none"> Policy No. Consignee Name. Consignment Details (items with their weights and value (in INR). Project Name and P.O. No. LR No. and date, Dispatch origin and destination details, Invoice No. Vendors to intimate the underwriters quoting the insurance Policy details.
13.	Dispatch intimation	<p>Yes, in writing, not less than 15 (Fifteen) days prior to date of shipment and dispatch details to be sent to:</p> <ul style="list-style-type: none"> BHEL Site office (address as mentioned at Sl. No. 7) BHEL PEM Noida (address as mentioned in NIT for PO issued by PEM) BHEL PSNR (For PO Issued by BHEL PSNR)
14.	Demurrage charges	Demurrage charges shall be paid by supplier/vendor only. No claim shall be acceptable to BHEL in this regard.
15.	Unloading, Storage & Movement of material at site	<ul style="list-style-type: none"> By BHEL site office for supply packages (where only supply is in vendor’s scope). By vendors for Turnkey (where Supply and E&C is in vendor scope) <p>Note: The Supplier shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL Site Contractor. No claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in sl. no. 15 above is solicited.</p>

16.	Taxes & Duties (For Domestic Vendor)	As per Notice Inviting Tender (NIT/ATC).
17.	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of foreign vendors, quoted prices & Dispatches shall be on C & F Port-Mumbai Basis and Taxes & Duties in the country of dispatch shall be borne by Foreign vendor.
18.	Inspection Agency	<p>Inspection of packages shall be carried out by agency as per below Inspection category of packages:</p> <p>Cat-I: Inspection shall be done jointly or separately by NTPC and BHEL or BHEL's TPIA.</p> <p>Cat-II: Inspection shall be done by BHEL only.</p> <p>Cat-III: Certificate of Compliance shall be furnished by Vendor.</p> <p>Note: Please note, for Cat I & II items BHEL reserve the right to carry inspection by themselves or through nominated third party inspection agency (TPIA). Third party inspection agency, if any, shall be informed after award of contract.</p>
19.	Inspection procedure	<p><u>For Domestic supplies:</u></p> <p>As per Notice Inviting Tender (NIT).</p> <p><u>For Foreign supplies</u></p> <p>In case of Foreign supplies, if NTPC approved 3rd party inspection agency does not participate in the inspection, test certificates & inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by BHEL PEM and then, sent to NTPC for clearance.</p> <p>The dispatch clearance (MDCC) by NTPC/ BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates and photographs as per above.</p>
20.	Material Dispatch Clearance Certificate (MDCC) Issuing Agency	<p>MDCC shall be issued by BHEL only after receipt from NTPC.</p> <p>It is the responsibility of vendor to furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of NTPC MDCC by BHEL</p>
21.	Mandatory Spares	Delivery of mandatory spares shall be as per NIT.
22.	Construction Facilities to Vendor	<p>Construction Power:</p> <p>Construction Power is available on chargeable basis which can be provided at single point source. Further distribution is to be done by concerned vendor.</p> <p>Construction water:</p> <p>Available on chargeable basis at one point. Further distribution is to be done by concerned vendor.</p>
23.	Storage Infrastructure by Vendor	<p>For Turnkey packages:</p> <p>Open Space/leveled area for storage of material and open space for office construction will be provided free of charge within 5 km of plant premises at location as per availability.</p>

23.A		<p>(a) Vendor shall compulsory make covered storage shed of minimum size of 15 feet x 35 feet for storage of valuable Electrical/ Electronic items/ Instruments etc.</p> <p>(b) Vendor shall compulsory make office of size 10 feet x 15 feet for site Engineer/ Staff along with facility of Computer/ Laptop/ Printer for protocol preparation and submission to BHEL.</p> <p>(c) Alternately, vendor can provide container of suitable size for above purpose, i.e. (a) and (b).</p>
23.B	Storage space by BHEL for Mandatory spare	For BOP Turnkey package – close storage shed shall be provided for storage of Mandatory Spare till handover to customer.
24.	Safety Officer and Quality Engineer by Vendor	<p>For Turnkey packages, vendor shall deploy one number Safety Officer and one number Quality Engineer during total E&C period.</p> <p>In case of failure of above, BHEL shall deploy it and appropriate charges shall be deducted from vendor due payments.</p> <p>The charges for Non-deployment of Safety officer and Quality Engineer is Rs. 50,000.00 per man-month for each staff. This charge amount is exclusive of GST</p> <p>Medical/First aid center/medicine purchased for emergency/Doctor purpose along with ambulance services with fuel and operator (round the clock) shall be arranged by BHEL for handling medical emergencies. Cost against these facilities shall be distributed / shared among the vendors working in Singrauli Project site proportionately based on contract value.</p>
25.	Packing Identification & Marking [If not specified in NIT]	<p>Each box shall be marked with Capital Letters in "Red" indicating the PEM SUPPLY (Main Supply/Commissioning Spares/Mandatory Spares) for 2X800MW SINGRAULI STPP, Stage-III.</p> <p>NOTE: Main supply item and items for commissioning spares must be packed separately. Each package delivered under the Contract shall be marked by supplier and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated).</p> <p>Such marking shall show the description and quantity of contents, the name and address of consignee, the Gross weight and Net weight of the package, the name of the Supplier, PEM P.O. reference number, with a distinctive number of mark sufficient for purposes of identification.</p> <p>Besides above necessary, packing shall bear a special marking 'TOP', 'BOTTOM', 'DO NOT TURN OVER', "KEEP DRY", "HANDLE WITH CARE", etc.</p> <p>IMPORTANT: -</p> <ul style="list-style-type: none"> • Two copies of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also. • The Packing list details for the consignment must be put inside the Box/Boxes. <p>Items like pumps, Valves, Hoists, Cranes etc. shall essentially have O&M Manuals and E&C guidelines duly enclosed in the packing box. Certificate to such effect shall also be reflected in packing slip.</p> <p>Mandatory spares shall be properly packed separately in separate box painted in Red, indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the CUSTOMER approved BBU for Mandatory spares & Number per item (to match the description given in the packing slip) to facilitate their- proper identification</p>

		by end customer/ BHEL Site. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc.
26.	Submission of Final Drgs/ Docs along with O&M Manual, Type Test Certificates (if any)	<p><u>No. of O&M Manuals</u></p> <p>As per applicable GCC / Tender documents/Kick-off meeting.</p> <p>If not specified anywhere, Vendor to submit final approved O&M Manual in 12 Hard copies and 4 No of CD ROMs/DVDs/Pen drive.</p>

Enclosures

Annexure 1 – Format of packing list/shipping list for QR code generation as per SCC Clause no. 11.

Sharad Chandra

Digitally signed by Sharad Chandra
DN: cn=Sharad Chandra, o=BHEL, ou=PEM,
email=sharadchandra@bhel.in, c=IN
Date: 2024.05.09 14:07:44 +05'30'

ANNEXURE-1

SNO	Customer	Contract No	Type	PGMA	PGMA Des	DU	DU Des	Dispatch Qty.	Unit	BBU No.	BBU Sno	Box No.	Packing List No.	Material Required For (Set1/ Set-2)	NS	Remarks
	NTPC	CS-1150-001R-2-FC-COA-7407, Dtd. 05.03.2024	<BOI * > <*BHEL shall indicate whether item is BOI or BHEL Inhouse manufacture >	<Vendor to fill BHEL Item Code>	<Vendor to fill Package Code>	BHEL PSPEM NOIDA	<Vendor to fill up Item wise description>	<Vendor to fill up dispatch quantity>	<Vendor to fill up UOM>	to fill up BBU No. provided by BHEL>	<Vendor to fill up BBU No. provided by BHEL>	<Vendor to fill up box no.>	<Vendor to fill up Packing list number>	Vendor to indicate Material is for Unit-1 or Unit-2	<Nature of Supply :Vendor to indicate whether Item is Main supply or mandatory spares>	Remarks if any