



Bharat Heavy Electricals Limited  
(A Govt. Of India Undertaking)  
PROJECT ENGINEERING MANAGEMENT  
NOTICE INVITING TENDER (NIT)

Enquiry No- PE/PG/NTK/E-7287/2023

Date- 28-Jun-23

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

1. Nature of Package (Divisible/Non-Divisible)	<b>Non-Divisible</b>	
2. Mode of Enquiry	E - PROCUREMENT	
3. Project	4X210MW NTPC KAHALGAON - R&M (ESP)	
4. End Customer	NTPC	
5. Executing Agency	BHEL-PSER	
6. Package	MILL REJECT SYSTEM (CONVEYOR TYPE)	
7. Due Date & Time	10 July 2023	11 :00 AM IST
Opening date and time	10 July 2023	04:00 PM IST
8. Earnest Money Deposit (EMD)	NIL	
9. Security Deposit (SD)	NIL	
10. Tender Cost	NIL	
11. Numbers of Part bid	<b>2-Part bid (Techno-commercial and price bid)</b>	
12. Technical Scope	As per Technical specification No: <b>PE-TS-455-160-11000-A-A001</b>	
13. Last Date for Seeking Clarification	05 days before due date of tender opening	
14. Schedule of Pre Bid Discussion	Pre-bid conference shall be arranged based on pre-bid queries received. The schedule of pre-bid meeting shall be intimated later.	
15. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
16. Delivery terms	FOR Despatch Station	
17. Delivery Schedule:		
<b>Main Supply along with commissioning spares</b>	Six (06) months from date of LOA.	
<b>Mandatory Spares</b>	To be delivered along with the last consignment of main supply within the contractual delivery period.	
<b>E &amp; C</b>	Within 06 (six) months from the date of availability of front. Site front availability will be reckoned as the date when site informs vendor for mobilization of manpower & resources.	
18. PVC (Price Variation Clause) shall not be applicable.	PVC Formula: NA	
19. CIF Content	Not Available	CIF Value: Not Applicable
20. Integrity Pact Applicability -	YES	
21. "This package is being procured at the risk & cost of M/s KEE Projects Pvt. Ltd and M/s Saikrupa Conveyors Pvt. Ltd., hence M/s KEE Projects Pvt. Ltd and M/s Saikrupa Conveyors Pvt. Ltd. are not eligible to bid in this tender."		
22. <b>Tender Evaluation - The evaluation currency for this tender shall be INR.</b> <b>Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable.</b> In RA, the loading (technical/commercial), if any, shall be added by bidder while submitting the bid in reverse auction portal. Ordering shall be done after de-loading the commercial/ technical loading from bidder's final price.  In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder (s) or their representative(s).		



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Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.
23. Terms & Conditions:- The terms & conditions shall be as per enclosed <b>Special conditions of the contract</b> (SCC- copy enclosed), GCC Rev 07 and Corrigenda 01 to GCC Rev 07 which are available on <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> and other Terms and Conditions included in this Enquiry Letter.
24. BG should be in favour of BHEL-PSER in place of PEM. L1 Vendor will be required to submit BG as per GCC Rev-07. Bidder to refer SI No 10 of Corrigenda 01 to GCC Rev 07 in this regard.
25. Bidders who fulfil Technical & Financial Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those bidders shall be evaluated who meet the Technical and Financial Pre-Qualifying requirements.
26. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) does not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."  Note: 1. In case of single qualified bid, price bid of single qualified bidder shall be opened 2. Vendors to note that above RA clause will supersede clause no 13 of "Instruction to Bidders "of GCC Rev 07
27. Bidder to note that this is an Open Tender enquiry & PBO/RA participation shall be subject to following condition: a) Qualifying Technical & Financial Pre-Qualification Requirement. b) Techno-commercial acceptance of offer by BHEL-PEM.  The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> -->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.
28. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ), <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> & BHEL-PEM website ( <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> ). Bidders should regularly visit websites to keep themselves updated.
29. If bidder mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost.
30. In case of joint bidding, bidders to furnish scope matrix which should be clearly defined between them along with the offer for the complete scope
31. Construction power – As per clause no 15.02.00 of ERECTION CONDITIONS OF CONTRACT of Technical Specification  Construction water – As per clause no 15.03.00 of ERECTION CONDITIONS OF CONTRACT of Technical Specification  Unloading at site, storage at site & movement of material at site shall be in vendor scope.
32. Regarding verification of PQR documents- Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number



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and e mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.

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

<b>Sanjeev Kumar/Dy. Engineer– BOP</b> M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: <a href="mailto:sanjeev_k@bhel.in">sanjeev_k@bhel.in</a> Ph. No. 0120-4368590	<b>Sumeet Sahay/MGR-BOP</b> M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: <a href="mailto:sumeetsahay@bhel.in">sumeetsahay@bhel.in</a> <b>Mob-9999498202</b>
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34. **Over all (%) quantity variation: The variation on overall package value due to changes in the scope shall be limited to +/-10% in place of 30% mentioned in clause no 6.0 of GCC-REV-07.**

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

36. Insurance Deductibles and Excess:

Deductibles/ Excess: Following Deductibles/ EXCESS may be considered.  
Marine-Rs. 20000/-  
For Storage /Erection and Testing Cover –

Normal Period- 5% of the claim amount subject to minimum of Rs 75,000/-.

Testing Period- 5% of the claim amount subject to minimum of Rs 2,00,000/-.

Act of God (AOG) Perils: 10% of the claim amount subject to a minimum of normal/ testing periods excess and maximum of 5 crs per event

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

Terrorism Cover: Deductibles applicable will be as per Indian Terrorism Pool

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

Third Party Liability Cover:

The policy excesses (Normal/ Testing periods) shall apply for third party liability property damage claims also.

For third party liability claims arising out of Acts of God perils, the excess applicable to AOG claims shall apply.

37. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines

38. Bidders to quote freight charges in percentage of their quoted Total Ex-works Prices. Bidder to quote non-zero freight %.

39. GST shall be payable extra at actual as per the HSN code finalized for the items during detailed BBU.

40. Bidders are requested to refer clause no 26.0 (Make in India) of instructions to bidder of GCC Rev 07



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“For this procurement, the local content to categorize a supplier as Class I local supplier and Class II local supplier and purchase preference to Class I local supplier is as defined in Public Procurement (Preference to Make India), Order 2017 dated 16.09.2020 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.”

This package is not divisible in nature and not covered in LCLC list. The margin of purchase preference shall be as per order dtd. 16.09.2020. For this tender, offers from Class I Local Supplier and Class II Local Supplier shall be considered.

Bidders are required to provide the following along with the part-1 bid if they want to claim purchase preference as per MII guidelines:

(i) Provide a self-certificate (in line with attached draft) meeting minimum local content requirement for class-1 supplier (60%).

(ii) Provide the details of the location(s) at which the local value addition shall be made.

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

42. Purchase preference to Micro and Small Enterprises (MSEs):

a) For Divisible Packages:

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L 1 + 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% of total quantity.

b) For Non Divisible Packages:

No purchase preference would be applicable to MSEs bidders over Non-MSEs bidders.

43. Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.

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

45. It shall be the responsibility of the bidder to ensure that the tender is uploaded on or before the due date and time. Part-I bids shall be opened at scheduled time on due date through e-procurement Portal.

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



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47. Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents:

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

Notes:

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

48. The evaluation currency for this tender shall be INR. Evaluation will be done on overall L1 (Total Cost to BHEL excluding taxes) basis with necessary loading as applicable

49. HSE Plan Rev-02 for site operations by contractor shall be applicable.

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

51. Bidders to contact BHEL-PEM (over phone/mail/visit-BHEL-PEM) for any clarification (technical or commercial) at least 10 days before due date of tender opening & get it clarified well before due date so that offers by the bidders may be submitted within due date & time.

52. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common;' or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  1. The principal manufacturer directly or through one Indian agent on his behalf; and
  2. Indian/foreign agent on behalf of only one principal,'or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "



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

Following documents need to be uploaded:

- Offer forwarding/ covering letter
- Local content certificate in line with Make in India circular.
- Land Border Certificate.
- Credentials as per format.
- Documents required for meeting Technical PQRs
- **Un-price bid, annexure-II (Cost of Withdrawal of Deviation) and Price bid in e-procurement portal.**

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

Thanking You.

For and on behalf of BHEL

SUMEET SAHAY

Manager/ BOP/ PEM Noida

**Enclosures:** - (1) SCC (2) Technical Specifications (3) Technical PQR (4) BOQ (5) Draft format for Make in India certificate (6.) Format for land/ border declaration (7) Cost of withdrawal of deviation(s) as per annexure II of GCC BOP Rev 00.

**NIT REF NO - PE/PG/NTK/E-7287/2023 DATED 28.06.2023**

**Main Price Schedule**

<b>NAME OF THE BIDDER</b>	
<b>NAME OF PROJECT:</b>	<b>4X210MW NTPC Kahalgaon - R&amp;M (ESP)</b>
<b>NAME OF PACKAGE:</b>	<b>MILL REJECT SYSTEM (CONVEYOR TYPE)</b>
<b>TECHNICAL SPECIFICATION No:</b>	<b>PE-TS-455-160-11000-A-A001</b>

S. No.	DESCRIPTION	UOM	QTY	Supply			Service		Total Price Including Freight (INR)
				Total Ex-Works (excluding GST) (INR)	Freight in %	Total Freight	Unit Price (INR)	Total Price (INR)	
<b>1</b>	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for <b>SUPPLY PART, SERVICE PART and MANDATORY SPARES</b> comprising of design (i.e.preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, mandatory spares, fill of lubricants & consumables, spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site, dismantling, material handling, unloading, transportation & storage at site, in-site transportation, assembly, minor civil works, erection & commissioning, final painting at site, trial run at site, preparation of drawings and carrying out performance guarantee/Functional/Demonstration tests at site (As applicable), training of customer/client O&M staff & final handing over to end customer in flawless condition for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Lot	1						₹ -
<b>2</b>	<b>MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE.</b>								
<b>2.1</b>	Total lumpsum firm prices inclusive of all prevailing taxes, duties and other levies for <b>SUPPLY</b> part comprising of design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, fill of lubricants & consumables, alongwith spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site, preparation of drawings for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. <b>Price breakup to be furnished in enclosed at Annexure-I.</b>	Lot	1	₹ -		₹ -	<b>NA</b>		₹ -
<b>2.2</b>	Total lumpsum firm prices inclusive of all prevailing taxes, duties and other levies for <b>SERVICES</b> part comprising of dismantling, material handling, unloading, transportation & storage at site, in-site transportation, assembly, minor civil works, erection & commissioning, final painting at site, trial run at site, and carrying out performance guarantee/Functional/Demonstration tests at site (As applicable), training of customer/client O&M staff & final handing over to end customer in flawless condition for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. <b>Price breakup to be furnished in enclosed at Annexure-II.</b>	Lot	1		<b>NA</b>		₹ -	₹ -	₹ -
<b>2.3</b>	Total lumpsum firm prices for <b>MANDATORY SPARES</b> inclusive of all prevailing taxes, duties and other levies and handover in flawless condition to the end customer taking care of all amendment & agreements till placement of order. <b>Price breakup to be furnished in enclosed at Annexure-III.</b>	Lot	1	₹ -		₹ -	<b>NA</b>		₹ -

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**ANNEXURE - I  
MAIN SUPPLY**

<b>NAME OF PROJECT:</b>		<b>4X210MW NTPC Kahalgaon - R&amp;M (ESP)</b>			
<b>NAME OF PACKAGE:</b>		<b>MILL REJECT SYSTEM (CONVEYOR TYPE)</b>			
<b>TECHNICAL SPECIFICATION No:</b>		<b>PE-TS-455-160-11000-A-A001</b>			
SL NO	ITEM DESCRIPTION	UOM	QTY	Unit Ex-Works Price (INR)	Total Ex-Works Price (INR)
2.1	Total lumpsum firm prices inclusive of all prevailing taxes, duties and other levies for SUPPLY part comprising of design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, fill of lubricants & consumables, alongwith spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site, preparation of drawings for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	LOT	1		₹ -
	<b>BREAK-UP OF PRICES GIVEN IN 2.1 ABOVE</b>				
2.1.1	Conveyor gallery along with its supporting structures, foundation bolts, short supports, stringers, deck plate, seal plate, conveyor structure, gravity take up, take up structure, chutes, hand rails, roof/side sheeting of conveyor gallery (Single skin troughed profile colour coated sheet), painting including supply of paint etc. for MRC-1	Lot	1		₹ -
2.1.2	Idlers for MRC-1 (carrying, return, impact, self-aligning carrying, self-aligning return, self-cleaning return) with mounting frame and bracket all other accessories	Lot	1		₹ -
2.1.3	Pulleys (Drive, Tail, Snub, take-up, bend) with bearing, Plummer block and all accessories, counter weight etc. for MRC-1	Lot	1		₹ -
2.1.4	Drive Unit (Motor, Gear box, Fluid coupling, Gear Coupling, resilience coupling etc. for MRC-1	Lot	1		₹ -
2.1.5	Scraper (Internal and External) with all accessories	Lot	1		₹ -
2.1.6	Conveyor belt for MRC-1	Lot	1		₹ -
2.1.7	Pull Cord Switches, Belt Sway Switches, Zero Speed Switches for MRC-1	Lot	1		₹ -
2.1.8	Mill reject storage silo in steel construction having an effective storage capacity of 100 M3 (160Metric tones) with necessary supporting steel structure, platforms, staircase, 3 mm thick SS plate liners covering straight length portion and conical portion of mill reject storage silo, level switches etc.	Nos.	1		₹ -
2.1.9	Manual operated unloading gate for mill reject silo	No.	1		₹ -
2.1.10	Hoist with monorail beam and all other accessories	Lot	1		₹ -
2.1.11	Bucket elevator along with drives, accessories and supporting structures	Lot	1		₹ -
2.1.12	Sump Pump with motors, Local Control Panel (LPBS), level switches, individual discharge piping with fittings and valves to nearest plant drain including pipes upto disposal point etc.	Nos.	4		₹ -
2.1.13	Power cum Control Panel for Mill Reject System	Set	1		₹ -
2.1.14	Power, Control & Instrument Cables	Lot.	1		₹ -
2.1.15	Cable Trays & Earthing Material	Lot.	1		₹ -
2.1.16	Lighting (illumination) System	Lot.	1		₹ -
<b>TOTAL PRICE</b>					₹ -
<b>NOTES</b>					
1	"1 Lot" corresponds to requirement of complete mill reject system.				
2	It is presumed that all associated Mechanical, Electrical, C&I, items etc. as applicable and required to complete the Mill Reject System including Dismantling, Material handling, Storage, Supply , Erection & Commissioning as per technical specification are built up in the prices of items listed above. No separate payment shall be given for any additional supply /services required to complete the job as per technical specification other than items listed above. Bidder has to consider this aspect while quoting.				

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**ANNEXURE - II**

**ERECTION & COMMISSIONING**

<b>NAME OF PROJECT:</b>		<b>4X210MW NTPC Kahalgaon - R&amp;M (ESP)</b>			
<b>NAME OF PACKAGE:</b>		<b>MILL REJECT SYSTEM (CONVEYOR TYPE)</b>			
<b>TECHNICAL SPECIFICATION No:</b>		<b>PE-TS-455-160-11000-A-A001</b>			
<b>SL NO</b>	<b>DESCRIPTION</b>	<b>UOM</b>	<b>Qty</b>	<b>Unit E&amp;C Price (INR)</b>	<b>Total E&amp;C Price (INR)</b>
2.2	Total lumpsum firm prices inclusive of all prevailing taxes, duties and other levies for SERVICES part comprising of dismantling, material handling, unloading, transportation & storage at site, in-site transportation, assembly, minor civil works, erection & commissioning, final painting at site, trial run at site, and carrying out performance guarantee/Functional/Demonstration tests at site (As applicable), training of customer/client O&M staff & final handing over to end customer in flawless condition for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	LOT	1		₹ -
BREAK-UP OF PRICES GIVEN IN 2.2 ABOVE					
2.2.1	SERVICES part comprising of unloading, transportation & storage at site, in-site transportation, assembly, minor civil works, erection & commissioning, final painting at site, trial run at site, and carrying out performance guarantee/Functional/Demonstration tests at site (As applicable), training of customer/client O&M staff & final handing over to end customer in flawless condition for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Lot	1		₹ -
2.2.2	Complete dismantling of MRC-2 including mill reject silo, dismantling/relocation/modification of MRC-1 as required, dismantling of stair case and lift (42 M - rack and pinion type) required for extension of MRC-1 and handing over to customer.	Lot	1		₹ -
<b>TOTAL PRICE</b>					₹ -
<b>NOTES</b>					
1	"1 Lot" corresponds to requirement of complete mill reject system.				
2	It is presumed that all associated Mechanical, Electrical, C&I, items etc. as applicable and required to complete the Mill Reject System including Dismantling, Material handling, Storage, Supply , Erection & Commissioning as per technical specification are built up in the prices of items listed above. No separate payment shall be given for any additional supply /services required to complete the job as per technical specification other than items listed above. Bidder has to consider this aspect while quoting.				

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**ANNEXURE - III**

**LIST OF MANDATORY SPARES**

<b>NAME OF PROJECT:</b>		<b>4X210MW NTPC Kahalgaon - R&amp;M (ESP)</b>	
<b>NAME OF PACKAGE:</b>		<b>MILL REJECT SYSTEM (CONVEYOR TYPE)</b>	
<b>TECHNICAL SPECIFICATION No:</b>		<b>PE-TS-455-160-11000-A-A001</b>	
<b>S. No.</b>	<b>Description</b>	<b>QTY</b>	<b>Total Ex-Works Price (INR)</b>
2.3	Total lumpsum firm prices for MANDATORY SPARES inclusive of all prevailing taxes, duties and other levies and handover in flawless condition to the end customer taking care of all amendment & agreements till placement of order.	1 LOT	₹ -
<b>BREAK-UP OF PRICES GIVEN IN 2.3 ABOVE</b>			
2.3.1	SUMP DRAINAGE PUMPS		
i)	Impeller	2 Nos. of each type	
ii)	Pump and motor bearings	1 Sets of each type	
iii)	Casing Liners	2 Sets of each type	
2.3.2	CONTROL PANELS		
i)	Control supply transformer (if any)	1 no. of each type and rating	
ii)	Relays and timers	2 no. of each type and rating	
iii)	Contactors	3 no. of each type and rating	
iv)	LEDs	5 nos. of each type and rating	
v)	Control switches	1 no. of each type	
vi)	Selector switches	1 no. of each type	
vii)	Push buttons (complete with contact elements)	2 nos. of each type and colour	
viii)	Any special meters	1 no. of each type	
<b>TOTAL</b>			₹ -
<b>Notes:</b>			
1	"1 Lot" corresponds to requirement of complete mill reject system.		
2	It is presumed that all associated Mechanical, Electrical, C&I, items etc. as applicable and required to complete the Mill Reject System including Dismantling, Material handling, Storage, Supply, Erection & Commissioning as per technical specification are built up in the prices of items listed above. No separate payment shall be given for any additional supply /services required to complete the job as per technical specification other than items listed above. Bidder has to consider this aspect while quoting.		


**ANNEXURE-II A  
DEVIATION SHEET (COST OF WITHDRAWAL)**

PROJECT:-							4X210MW NTPC Kahalgaon - R&M (ESP)		
PACKAGE :-							MILL REJECT SYSTEM (CONVEYOR TYPE)		
TENDER ENQUIRY :-							NIT REF NO - PE/PG/NTK/E-7287/2023 DATED 28.06.2023		
NAME OF THE BIDDER									
Sl. No.	Volume/Section	Page No.	Clause No.	Technical Specification/Tender Document No	Complete Description of Deviation	CURRENCY	Cost of withdrawal of deviation to be entered by the bidder in	Reference of price Schedule of which Cost of Withdrawal of Deviation is applicable	Nature of cost of withdrawal of deviation (Positive/Negative)
1	<b>TECHNICAL DEVIATION</b>								
1.01									
1.02									
1.03									
1.04									
1.05									
1.06									
1.07									
1.08									
2	<b>COMMERCIAL DEVIATION</b>								
2.01									
2.02									
2.03									
2.04									
2.05									
2.06									
2.07									
2.08									

**NOTES:**

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 copy of above format along with price 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 withdrawal (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.

**PRE-QUALIFICATION CRITERIA**

	<b>PROJECT: Kahalgaon TPS Stage-I (4x210MW)</b>  <b>PACKAGE: MILL REJECT SYSTEM (MECHANICAL CONVEYOR TYPE)</b>	PE-PQ-455-160-11000-A-A001	
		DATE	07/06/2023
		REV NO	00

1.0	<p>The bidder should have experience of design, engineering, supply, erection/supervision of erection and commissioning/supervision of commissioning of mechanical conveyor based Coal Mill Reject Handling System or Bulk Material Handling System of capacity 5 MTPH or higher in thermal power plant/other industries.</p> <p>The reference system should be in successful operation in at least one (1) plant for a period not less than (1) year from date of commissioning. The one (1) year of successful operation after commissioning shall be completed as on date of bid submission.</p>
2.0	<p>The Bidder has to submit following supporting documents meeting above mentioned pre-qualifying requirement: Copy of minimum one (1) performance certificate in English from end user along with copy of related Purchase Order (PO) <b>OR</b> letter of intent (LOI) <b>OR</b> letter of award (LOA) <b>OR</b> work order (WO) specifying that the product/ equipment is running successfully for one (1) year from date of commissioning meeting the minimum pre-qualifying requirement.</p>
3.0	<p>Bidder shall submit design documents to substantiate technical parameter specified in PQR, if the same is not mentioned in performance certificate/purchase order.</p>
4.0	<p>Bidder may also qualify based on the credential of principal meeting pre-qualifying requirements mentioned at S.N. 1.0. For this, bidder shall be required to furnish a 'letter of support' from Collaborator/Licenser/Associates in the attached format (as per Annexure-I) along with valid technical collaboration / licensing agreement and scope matrix for execution.</p>
5.0	<p>Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.</p>
6.0	<p>Notwithstanding anything stated above, BHEL / CUSTOMER reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL / CUSTOMER.</p>
7.0	<p>Consideration of offer shall be subject to customer's approval of bidders, if applicable.</p>
8.0	<p>After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.</p>

**ANNEXURE-I**

**LETTER OF SUPPORT FOR SATISFACTORY PERFORMANCE OF MILL REJECT SYSTEM (BELT CONVEYOR TYPE) FOR KAHALGAON TPS STAGE-I (4x210MW)**

TO:

[EMPLOYERS NAME & ADDRESS]

**Sub:** Letter of Support submitted From ..... (name of the Associate /Collaborator\*/Technology provider\*/Licensor\*/Qualified equipment manufacturer\*) undertaking the responsibility for satisfactory performance of Mill Reject System (Belt conveyor type).

Dear Sirs,

1. In accordance with the Award of the Contract by ..... (Name of the Contractor) to M/s. .... (Name of the sub-vendor), we the aforesaid Associate /Collaborator\*/Technology provider\*/Licensor\*/Qualified equipment manufacturer\*, (M/s .....) shall be fully responsible for the satisfactory performance of the Mill Reject System (Belt conveyor type).
  
2. Further, the manner of achieving the objective set forth in point 1 above shall be as follows:  
For Mill Reject System (Belt conveyor type),
  - a) We shall provide and shall be fully responsible for design, engineering & commissioning, manufacturing and assembly drawings of Mill Reject System (Belt conveyor type). Mill Reject System (Belt conveyor type) shall be manufactured and supplied as per above design provided by us and the drawings approved by Employer.
  - b) We shall depute technical experts to Bidder's/sub-vendor's works for supervision during manufacturing, assembly, erection, commissioning and final testing (as and when necessary) of the Mill Reject System (Belt conveyor type).
  - c) We shall promptly carry out all the corrective measures and shall promptly provide corrected design and shall undertake replacements, rectifications or modifications to the equipment as required in case the equipment fails to demonstrate successful performance as per contract at site.
  - d) We shall participate in Technical Co-ordination meetings (TCMs) from time to time, as and when required by Employer
  
3. We, the Associate /Collaborator\*/Technology provider\*/Licensor\*/Qualified equipment manufacturer\* do hereby undertake and confirm that this Letter of Support shall be valid for a period of seven (7) years or up to the end of defect liability period of the contract, whichever is later.

Signature of the Authorised Representative:.....

For M/s .....

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

Name .....

Designation .....

Date:.....

Common Seal of the Company

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



## PRE - QUALIFYING REQUIREMENTS

ENQUIRY NO:

PROJECT:

4 X 210 MW NTPC Kahalgaon- R&M (ESP)

PACKAGE:

MILL REJECT SYSTEM

### CRITERIA FOR EVALUATION - FINANCIAL :

Average annual financial turnover during the last Three Financial Years should not be less than  
Rs. Eighty Seven Lakh only

Amount (in Rs.)  
87,00,000.00

#### Notes:-

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

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

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

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

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

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

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

**Company Letter head**

Ref: .....

Date: .....

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

**Subject: - Certification regarding local content**

Reference: Tender Enquiry No-.....

Name of Package: .....

Dear Sir,

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

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

Thanking You,

(AUTHORISED SIGNATORY)

**To be given on Letter head of Bidder**

Ref: .....

Date: .....

To,

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

Reference:

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

Tender Enquiry No-.....

Offer No-.....

Name of Package: .....

Dear Sir,

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

Thanking You,

Yours faithfully,

(Company director seal and signature)

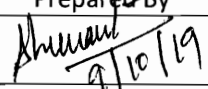
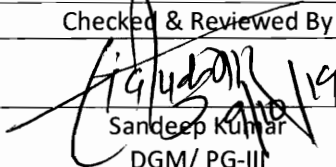
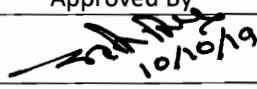
**BHEL/PEM/PG-III**



**Special Condition of Contract (SCC) Rev00**

**4x210MW KAHALGAON ESP R&M**

- 1.0 **Project Name** **4X210MW KAHALGAON ESP R&M**
- 2.0 **Consignee Address (Ship To)** (To be mentioned in LR/RR/ Consignment Note) Construction Manager (BHEL), R&M SITE, Bharat Heavy Electricals Limited  
C/o AGM (BDM) I/C  
NTPC Kahalgaon Super Thermal Power Station  
PO: Kahalgaon, DIST: Bhagalpur, BIHAR  
PIN: 813214
- 3.0 **Consignee Address (Ship To)** (To be mentioned in Supplier's Invoice) Construction Manager (BHEL), R&M SITE, Bharat Heavy Electricals Limited  
C/o AGM (BDM) I/C  
NTPC Kahalgaon Super Thermal Power Station  
PO: Kahalgaon, DIST: Bhagalpur, BIHAR  
PIN: 813214
- 4.0 **Buyer's Name (Bill To) to be mentioned in Supplier's Invoice**  
**For Supply Packages:** (Purchase order by BHEL-PEM):  
BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT  
PPEI BUILDING, PLOT NO. 25, SECTOR-16A,  
NOIDA-201301 (UTTAR PRADESH)  
GSTIN NO. – 09AAACB4146P2ZC  
**For Turnkey Packages:** (LOA by BHEL-PEM, PO by BHEL-PSER, Kahalgaon SITE):  
Construction Manager (BHEL), R&M SITE,  
Bharat Heavy Electricals Limited  
C/o AGM (BDM) I/C  
NTPC Kahalgaon Super Thermal Power Station  
PO: Kahalgaon, DIST: Bhagalpur, BIHAR  
PIN: 813214
- 5.0 **Customer** National Thermal Power Corporation
- 6.0 **Project Consultant** NTPC
- 7.0 **Mode of Dispatch & Project Location Details** **By Rail/Road on Door Delivery and freight Pre-Paid Basis.**  
208 km away Patna Airport (PAT), Patna, Bihar. Railway Station(s): Kahalgaon (CLG). Kahalgaon is 63 km away Purnea Purnia, Bihar.
- 8.0 **Clearance for Dispatch of materials** **MDCC will be issued by BHEL. Vendor to provide copy of Inspection Report / test certificates as applicable.**
- 9.0 **Road Permit/ Waybill Required** Yes. Supplier to generate the e-waybill at their end and furnish the scanned copy of e-waybill along with dispatch document to BHEL immediately so that BHEL will generate their invoice. In case of default, supplier shall be held responsible.

Prepared By	Checked & Reviewed By	Approved By
 Hemant Kr. Kaushik MANAGER/ PG-III	 Sandeep Kumar DGM/ PG-III	 Asim Mishra AGM & DH/ PG-III

**BHEL/PEM/PG-III**



**Special Condition of Contract (SCC) Rev00**

**4x210MW KAHALGAON ESP R&M**

- 10.0 **Prior dispatch intimation to BHEL site Office and Underwriters** **Yes.**  
One set consisting of dispatch documents indicating the items dispatched (with the gross weight) and after informing the underwriter about the value of consignment to be sent to following:  
a) BHEL Site Office  
b) PGIII, BHEL- PEM, PPEI - Noida(U.P)  
c) **INSURANCE COMPANY**  
It is Supplier's responsibility to ensure availability of trucks well in advance where consignment will require more number of trucks to be deployed for dispatch. No concession for non-availability of trucks, after having given dispatch clearance shall be admissible.
- 11.0 **Transit Insurance** **For Supply Packages: Transit Insurance under BHEL scope**
- 12.0 **Insurance details Policy No. Intimation to Underwriters** Policy details and number shall be informed later
- 13.0 (a) **BHEL GSTIN** **BHEL PEM GSTIN NO. – 09AAACB4146P2ZC (For Supply packages)**  
**BHEL PSER GSTIN No.- Shall be informed later (For Turnkey packages)**  
(b) **Customer GSTIN** shall be informed later
- 14.0 **Paying Authority** **For packages where PEM will issue the Purchase Order:** BHEL PEM will be the paying authority.  
**For packages where PEM will issue only the LOA and Purchase Order shall be issued by PSER:** BHEL, BHEL/PSER will be the paying Authority.
- 15.0 **Documents Required (For Supply )**  
(a) **DIRECT PAYMENT**  
**(Original + 6 copies)**  
1. Invoice checklist duly signed & stamped  
2. Invoice  
3. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy)  
4. Packing List – Clearly showing number of packages, gross weight net weight.  
5. BHEL MDCC  
6. Guarantee Certificate as per GCC.  
7. Copy of Insurance Intimation Letter.  
8. PVC Calculation and copy of all applicable indices, if PVC is applicable.  
9. Declaration by supplier that GST payment has been made on GST portal.  
  
For packages where PVC is applicable, supplier to submit PVC calculations before invoicing to BHEL for review. For claiming PVC, invoice to be submitted on PO unit rates and PVC to be claimed as separate debit/credit note. The debit/ credit note to be submitted along with the main invoice.
- (b) **For MRC PAYMENT**  
**DIRECT PAYMENT**  
**(Original + 1 copy)**  
a. Invoice.  
b. Copy of MRC  
c. Proof of submission of final documents / O&M Manuals (4 CDs + 12 hardcopies)

**NOTE:-**

1. Customer or his representative will be involved for inspection for CHP (Customer Hold Point) items as per Quality Plan. For Non- CHP items as per QP, Inspection to be witnessed by BHEL inspecting agency/ COC (Certificate

Prepared By	Checked & Reviewed By	Approved By
 9/10/19	 9/10/19	 10/10/19
Hemant Kr. Kaushik MANAGER/ PG-III	Sandeep Kumar DGM/ PG-III	Asim Mishra AGM & DH/ PG-III

**BHEL/PEM/PG-III**

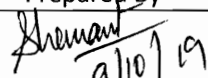
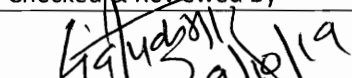
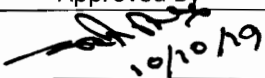


**Special Condition of Contract (SCC) Rev00**

**4x210MW KAHALGAON ESP R&M**

- of Conformance) as applicable.
2. MDCC will be issued by BHEL in line with approved BBU.
  3. The supplier during inspection of materials of Main supplies & Mandatory Spares by **BHEL- PEM/BHEL appointed TPIA & NTPC-Inspection agency (if applicable)** shall obtain separate **MDCC for items of Main Supplies** in line with the approved Billing Break Up.
  4. It is deemed that complete set of dispatch documents along with necessary TCs will be submitted to BHEL within maximum 7 days after LR date, to ensure timely processing of same and realization of amount at supplier's end. However, complete set of dispatch documents in scanned format must be provided to BHEL over email immediately on the date of supply of material to project site. Any issue arising out from any delay in providing scanned copies of dispatch document to BHEL on the date of supply will be on vendor's account.

- 16.0 **For FREIGHT PAYMENT (Original +1 copy)** The payment of freight will be based on actual documentary evidence i.e. Original Money receipt from the transporter subject to the ceiling of amount quoted by bidder in their bid. Vendor to necessarily quote freight separately in their bid. The bidder is also requested to furnish documentary evidence for the "GST paid on Freight" for claiming freight payment. The freight quoted by vendor will be considered for the purpose of evaluation of bid.
- 17.0 **Unloading at site** **By BHEL site office for supply packages**
- NOTE:** - Please note that unloading of materials at site shall take at least 3-4 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 shall be entertained.
- 18.0 **Storage at site** **By BHEL site office for supply packages**
- 19.0 **Movement of Material within Site** a) By BHEL site for Supply Packages  
No movement of loose materials shall be allowed. Items are to be properly packed to ensure proper and safe transportation & storage at site.
- 20.0 **Taxes and duties** GST-CGST/SGST/IGST: Payable extra at actuals as applicable at the time of supply of work. As per GCC (GCC Rev 06 and corrigendum to GCC Rev06 or further revisions of GCC as applicable for the specific tender enquiry)  
Information as per Annexure-1 shall be provided by supplier in the GST compliant invoice.
- 21.0 **Type of Project** Domestic
- 22.0 **Inspection Agency (For Domestic Supplies)** Vendor shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL-PEM (PG-III) for arranging Customer participation (if applicable) in inspection / Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL-PEM.
- 24.0 **Dispatch markings** Each box shall be marked with Capital Letters in "Red" indicating the **PEM SUPPLY (Main Supply/ Commissioning Spares) for NTPC Kahalgaon**

Prepared By	Checked & Reviewed By	Approved By
 9/10/19	 9/10/19	 10/10/19
Hemant Kr. Kaushik MANAGER/ PG-III	Sandeep Kumar DGM/ PG-III	Asim Mishra AGM & DH/ PG-III



Special Condition of Contract (SCC) Rev00

4x210MW KAHALGAON ESP R&M

(ESP R&M) THERMAL POWER STATION PROJECT UNIT 1,2,3,4

**NOTE:** Main supply item and items for commissioning spares must be packed separately.

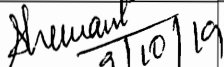
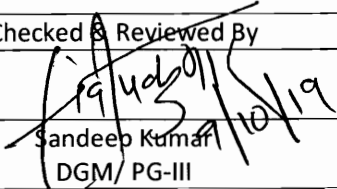
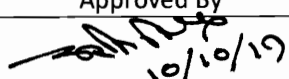
Each package delivered under the Contract shall be marked by supplier and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee, the Gross 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. Besides above necessary, packing shall bear a special marking 'TOP', 'BOTTOM', 'DO NOT TURN OVER', "KEEP DRY", "HANDLE WITH CARE", etc

**IMPORTANT: -**

- 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.

**Commissioning Spares**

The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details i.e. dispatch (to match the description given in the packing slip) to facilitate their proper identification. One Copy of Packing list must be put inside the Box

Prepared By	Checked & Reviewed By	Approved By
 9/10/19	 19/10/19	 10/10/19
Hemant Kr. Kaushik MANAGER/ PG-III	Sandeep Kumar DGM/ PG-III	Asim Mishra AGM & DH/ PG-III

BHEL/PEM/PG-III



Special Condition of Contract (SCC) Rev00

4x210MW KAHALGAON ESP R&M

ANNEXURE- I

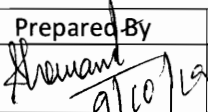
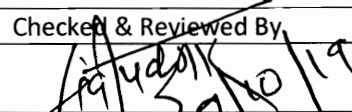
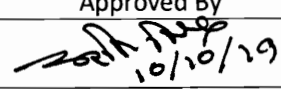
EXCERPTS FROM CHAPTER VI FOR COMPLIANCE OF GST INVOICE AS PER RULE 46

Excerpts from Chapter VI for compliance of GST Invoice as per Rule 46

TAX INVOICE, CREDIT AND DEBIT NOTES

46. Tax invoice.- Subject to rule 54, a tax invoice referred to in section 31 shall be issued by the registered person containing the following particulars, namely,-

- (a) name, address and Goods and Services Tax Identification Number of the supplier;
- (b) a consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolised as "-" and "/" respectively, and any combination thereof, unique for a financial year;
- (c) date of its issue;
- (d) name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
- (e) name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is fifty thousand rupees or more;
- (f) name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is less than fifty thousand rupees and the recipient requests that such details be recorded in the tax invoice;
- (g) Harmonised System of Nomenclature code for goods or services;
- (h) description of goods or services;
- (i) quantity in case of goods and unit or Unique Quantity Code thereof;
- (j) total value of supply of goods or services or both;
- (k) taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
- (l) rate of tax (central tax, State tax, integrated tax, Union territory tax or cess);
- (m) amount of tax charged in respect of taxable goods or services (central tax, State tax, integrated tax, Union territory tax or cess);
- (n) place of supply along with the name of the State, in the case of a supply in the course of inter-State trade or commerce;
- (o) address of delivery where the same is different from the place of supply;
- (p) whether the tax is payable on reverse charge basis; and
- (q) signature or digital signature of the supplier or his authorized representative:

Prepared By	Checked & Reviewed By	Approved By
 Hemant Kr. Kaushik MANAGER/ PG-III	 Sandeep Kumar DGM/ PG-III	 Asim Mishra AGM & DH/ PG-III

## **INTEGRITY PACT**

### **Between**

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

### **And**

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

### **Preamble**

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

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

### **Section 1- Commitments of the Principal**

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

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

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

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

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

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

### **Section 4 - Compensation for Damages**

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

### **Section 5 - Previous Transgression**

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

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

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

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

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

### **Section 8 -Independent External Monitor(s)**

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

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

#### **Section 9 - Pact Duration**

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

#### **Section 10 - Other Provisions**

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

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

Sumeet Sahay

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

For & On behalf of the Principal  
 (Office Seal)

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

Place-----

Date-----

SHARAD  
 Witness:  
 CHANDRA  
 (Name & Address)

Digitally signed by SHARAD CHANDRA  
 DN: c=IN, o=SHARAD HEAVY ELECTRICALS LIMITED, ou=POWER SECTOR,  
 PROJECT ENGINEERING MANAGEMENT (PS-PEM), postalCode=201301,  
 SCUTTAR PRADESH,  
 2.2.4.20=08916018625cac45670d8ff7d15d090921775267d5d6c6d63d  
 sha1Dn=sym:802894864F2C2291CB1007210178DC109E308A,  
 serialNumber=411890C6A63E22088E465C0C062D1A2B152E342C,  
 98EC8B22C928FF83, o=SHARAD CHANDRA  
 www.bharatbhel.com

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_