



**BHARAT HEAVY ELECTRICALS LIMITED** भारत हैवी इलेक्ट्रिकल्स लिमिटेड  
(A GOVT. OF INDIA UNDERTAKING) (भारत सरकार का उपक्रम)  
**PROJECT ENGINEERING MANAGEMENT** परियोजना अभियांत्रिकी प्रबंधन

**निविदा आमंत्रण सूचना**  
**NOTICE INVITING TENDER (NIT)**

Enquiry No-77/25/6093/SAN

Date: 21-Jul-25

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

1. Tender Type	Open Tender (Domestic-Indian)		
2. Package	D/G EOT CRANES ABOVE 100T		
3. Type of Agreement	2 X 800 MW DVC Koderma TPS Phase-II		
4. Executing Agency	BHEL-PSER		
5. Mode of Enquiry	E - PROCUREMENT		
6. Numbers of Part bid	2-Part bid (Techno-commercial and Price bid)		
7. Due Date & Time	For offer submission	31-Jul-25	12:00 PM
	For P-1 bid opening	31-Jul-25	04:00 PM
8. Earnest Money Deposit (EMD) (Refer S.no- 26 for details)	Applicable	EMD Amount (Rs)	40,00,000
9. Tender Cost	NIL		
10. Eligibility of Local Supplier as per MII (Refer S.no- 34 for details)	Nature of Package: Non - Divisible Only Class I Supplier (with local content 60% and above)		
11. Technical Scope	As per Technical specification No: PE-TS-519-501-A501		
12. Pre-bid Clarification	Last Date for Seeking Clarification	25-Jul-25	
	Suppliers to contact BHEL-PEM (over phone/ mail/ visit-BHEL-PEM) for any clarification (Technical or Commercial) at least 05 days before the due date of Tender opening & get it clarified well before the due date, so that offers by the Suppliers may be submitted within the due date & time.  BHEL reserves the right not to respond to pre-bid clarifications received after last date of seeking clarification. Bidders to furnish the pre-bid queries in editable format also.		
13. Schedule of Pre-bid Discussion	Based on Bidder's Request, if required, Pre-Bid Meeting shall be arranged.		
14. Prequalification Requirements	Financial PQR- YES	Technical PQR- YES	
	This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the Suppliers including Start-up/MSME.		
15. CIF Content	Not Available		



16. Mode of Price Finalisation	<p>BHEL shall be resorting to <b>Reverse Auction (RA)</b> (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ) for this tender.</p> <p>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 for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.</p> <p>In case of single qualified bid, price bid of single qualified bidder shall be opened.</p>
17. HSE Guidelines	Not Applicable
18. Delivery Schedule	<p>a) <b>Design &amp; Engineering:</b> Drawing/ documents submission and re-submission shall be as per Technical Specification.</p> <p>b) <b>Main Supply (including commissioning spares):</b>  <b>Unit 1:</b> 10 months from the date of LOA.  <b>Unit 2:</b> 14 months from the date of LOA.</p> <p>c) <b>Supervision of E&amp;C:</b> Personnel shall be deputed within 10 days of intimation.</p> <p>d) <b>Mandatory Spares:</b> To be delivered along with the last consignment of main supply within the contractual delivery period or 6 months from BHEL intimation, whichever is later.</p> <p>e) <b>Healthiness Check Service and Handing over activity of Crane:</b> Personnel shall be deputed within 10 days of intimation</p>
19. Delivery terms	FOR Despatch Station for supply
20. Payment Terms	<p>a) <b>Design &amp; Engineering:</b> 50% of price of Design/engineering Charges shall be made against basic engineering (i.e. Preparation, submission &amp; approval of basic drawing/ documents as indicated in tender specification) and the remaining payment shall be made for the balance engineering part on pro-rata basis.  Bidder to submit additional BG of equivalent amount which shall be valid till completion of main supply.</p> <p>b) <b>Main Supply:</b> As per clause no-9.2.1 of GCTC of GCC BOP Rev-00. Last payment of 10% shall be released against load test. However, the payment shall be released against additional BG of equivalent amount if load test is delayed beyond 12 months from dispatch date due to reasons not attributable to supplier.</p> <p>c) <b>Supervision of E&amp;C:</b> As per clause no-9.4 of GCTC of GCC BOP Rev-00.</p> <p>d) <b>Mandatory Spares:</b> As per clause no-9.1.1 of GCTC of GCC BOP Rev-00.</p> <p>e) <b>Healthiness Check Service and Handing over activity of Crane:</b> As per clause no-9.4 of GCTC of GCC BOP Rev-00.</p> <p>Clause no 9.5 (excluding notes) of GCTC of GCC BOP Rev. 00 along with its Corrigendum-01 shall be read as-</p> <p>Vendors shall submit billing documents for payment directly to BHEL. <b>Payment will be released within 30 days</b> after submission of complete documents as per clause no 9.6.2 – 9.6.5 of GCC BOP Rev00 along with its Corrigendum-01</p>
21. Price Basis	PVC Applicable, Refer PVC Annexure



22. Variation of contract value as per clause no. 6.0 of ITB of BOP GCC	+/-10%
23. Integrity Pact Applicability - Yes	<p>In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL.</p> <ol style="list-style-type: none"> <li>1. Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in)</li> <li>2. Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)</li> </ol>
24. Tender Evaluation	<p>Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable. The evaluation currency for this tender shall be INR.</p> <p>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.</p> <p>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.</p> <p>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).</p> <p>Ranking will be done accordingly. BHEL's decision in such situations shall be final &amp; binding.</p>
25. Minimum Supervision of E&C Charges:	<p>Clause no -3.2 of ITB of GCC BOP Rev-00 shall be read as "Supervision of E&amp;C charges, if applicable should not exceed 2% of the total contract value, failing which the quoted amount shall be adjusted to 2% of the total contract value by BHEL at the time of evaluation and ordering."</p>
26. Earnest Money Deposit (EMD):	<p>EMD is to be submitted by all the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry &amp; Internal Trade (DPIIT) and Central/ State PSUs/ Government depts/ Autonomous/ Educational/ Research institutions).</p> <p><b>Modes of deposit</b></p> <p>The EMD shall be accepted only in the following forms:</p> <ol style="list-style-type: none"> <li>i) Electronic Fund Transfer credited in BHEL account (before tender opening): <a href="https://pem.bhel.com/Documents/SupplierSection/BHELBANKER.pdf">https://pem.bhel.com/Documents/SupplierSection/BHELBANKER.pdf</a></li> <li>ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL-PEM, Noida (along with the offer).</li> <li>iii) Fixed Deposit Receipt (FDR)</li> <li>iv) Bank Guarantee from any of the Scheduled Banks (refer Annexure A along with GeM Bid/NIT for BG Format)</li> <li>v) Insurance Surety Bonds.</li> </ol> <p>Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at s.no (i) shall have to be submitted to the bidder within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut-off date.</p> <p><b>Validity period of EMD:</b> The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p>EMD shall not carry any interest.</p> <p><b>Forfeiture of EMD:</b> -</p>



- I. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- II. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on [www.bhel.com](http://www.bhel.com))" and forfeited/ released based on the action as determined under these guidelines.

**Return of EMD: -**

- I. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, Bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.
- II. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.

**27. Performance Security:** Successful bidder is required to submit Performance Security to BHEL-PSER as below within 14 days from the date of LOA:

- i. Initially 10% of the contract value (total Ex-works price excluding PVC). 5% of the contract value (excluding PVC) will be released after completion of main supply based on certification by Project Group/Purchaser. However, 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.
- OR
- ii. 5% of the contract value (total Ex-works price excluding PVC). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of main supply based on certification by Project Group/Purchaser. However, 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.

**Validity of PS:** As per GCC BOP Rev-00, Validity mentioned in clause 11.3 of GCC BOP shall be applicable for all allowed instruments of performance security.

**Modes of deposit:** Performance security may be furnished in the following forms:

- a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- e) Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Notes/Remarks

- a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.





b) Performance security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

The Performance Security shall not carry any interest.

**28. Breach of contract, Remedies and Termination-** Clause no. 27.0 of GCTC of GCC-BOP is not applicable. However, in case of Breach of Contract by contractor, BHEL shall recover 10% of the contract value from the contractor using following instruments:

- Encashment of security instruments like EMD, Security Deposit with BHEL -PSER against the said contract.
- balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the contractor, retention amount etc with BHEL - PSER.
- balance amount from security instruments like EMD, Security Deposit and other financial remedies i.e. available bills of the contractor, retention amount etc. with other units of BHEL.
- If recovery is not possible then legal remedies shall be pursued

The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of Liquidated Damages, Debarment, Termination, De-scoping, Short-closure, etc., shall be applied as per provisions of the contract

**29.** Construction Power & Construction water shall be as per s.no -22 of SCC of the project.

**30.** GST shall be payable extra at actual.

**31.** Purchase preference would be applicable to MSE bidders as per GOI circular (No. F.1/4/2021- PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications.

All the bidders are required to declare their ownership status (SC/ ST or Women-owned or others) along with their MSE category in format enclosed with NIT. This declaration, along with the Udyam Certificate, shall be mandatory for bidders to avail benefits under the Public Procurement Policy.

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

**33.** Bidder to quote non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.

**34. Make in India:** For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier shall be as defined in Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024 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. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024.

The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. For this tender, offer from **only Class-I Local Suppliers** shall be considered.

Bidders are required to provide the following along with the part-1 bid:

- Provide a certificate (in line with attached draft) from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- Provide the details of the location(s) at which the local value addition shall be made.

Please submit the extract of AGM Resolution of your company regarding appointment of statutory auditor or cost auditor of current year.

**35. Insurance Deductibles/Excess:** Insurance of the package shall be in BHEL scope. However, suppliers to take note of the following deductibles/ excess while submitting their offer:

For Marine Cover: Rs 20,000/-

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



36. Supplier to note that this is an Open Tender enquiry & consideration of their offer for price bid shall be subjected to the following conditions:

- Qualifying Technical & Financial Pre-Qualification Requirement (attached).
- Techno-Commercial acceptance of offer by BHEL-PEM.
- Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder. Accordingly, bidders are requested to submit credential as per the format enclosed herewith along with their technical bid

It is suggested that suppliers participating in the tender get themselves registered with BHEL-PEM as a "Regular Supplier". Regular Suppliers for the package are informed about the floated tender enquiries by BHEL-PEM. Suppliers to apply online through registration portal available at [www.pem.bhel.com](http://www.pem.bhel.com) - Supplier Zone- Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.

37. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website ([www.bhel.com](http://www.bhel.com)) & BHEL-PEM website ([www.pem.bhel.com](http://www.pem.bhel.com)) and GePNIC portal. Suppliers should regularly visit websites to keep themselves updated.

38. Guarantee Period: Guarantee shall be as per clause no -12.0 of GCTC of GCC BOP Rev-00 except clause no-12.1. 2nd paragraph shall be read as:

***"Guarantee period for package (both the cranes) shall be 36 months from the date of load test of 2nd EOT Cranes."***

39. Verification of PQR documents: Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same is not available, then purchaser has right to reject such document(s) from evaluation

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

41. 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.

42. If Supplier mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the Supplier. If such item is required to be supplied for system completion in future, same will be supplied free of cost.

43. All bidders to declare 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.

44. **Conflict of interest:** All bidders are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the bidder

45. Terms & Conditions: - Other Terms & Conditions shall be as per enclosed **Special Conditions of Contract (SCC) of the project, General Conditions of Contract (GCC)-BOP Rev 00 along with corrigendum-01 to GCC - BOP** which is available on [www.pem.bhel.com](http://www.pem.bhel.com) and other Terms and Conditions included in this Enquiry Letter.

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.



47. Suppliers to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Suppliers 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 with Un-price bid, Deviation Sheet (Cost of Withdrawal)
- Documents required for meeting Technical & Financial PQRs
- Integrity Pact
- Local Content Certificate in line with Make in India circular
- Land Border Certificate
- Mandatory declaration by MSE bidders
- Mandatory declaration by bidders regarding conflict of interest
- Price Bid on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>

48. It shall be the responsibility of the Supplier to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

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

**Sanjeev Kumar /Engineer-BOP**  
**M/s Bharat Heavy Electricals Ltd.,**  
Project Engineering Management,  
BHEL Sadan,  
HRD & ESI Complex,  
Plot No 25, Sector-16 A, Noida-201301  
E-mail: [Sanjeev\\_k@bhel.in](mailto:Sanjeev_k@bhel.in)  
Contact No.: 9958175655

**Upendra Chaudhary/DGM – BOP**  
**M/s Bharat Heavy Electricals Ltd.,**  
Project Engineering Management,  
BHEL Sadan  
HRD & ESI Complex,  
Plot No 25, Sector-16 A, Noida-201301  
E-mail: [upendrachaudhary@bhel.in](mailto:upendrachaudhary@bhel.in)  
Contact No.: 8800355855

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

Sanjeev Kumar  
Engineer/ BOP/ PEM Noida

Enclosures:

1. Technical PQR, 2. Financial PQR, 3. PVC Annexure, 4. Price Format, 5. Format for Local Content Certificate as per MII Circular and Land Border Certificate as per GFR, 6. Integrity Pact, 7. SCC of the Project, 8 Other Documents

	<b>TECHNICAL SPECIFICATION</b> <b>2X800MW DVC KODERMA TPS PHASE II</b> <b>DOUBLE GIRDER EOT CRANES</b> <b>FOR TG HALL 265/25T</b>	<b>PE-TS-519-501-A501</b>
		<b>Rev. No. 00</b>
		<b>Date : June 2025</b>
<b>PRE QUALIFICATION REQUIREMENT (TECHNICAL)</b>		
1	The Bidder should have designed, manufactured, erected and commissioned EOT cranes of capacity 100T or more with minimum crane span of 28 meters, which is in successful operation in at least one (1) station for a minimum period of one (1) year as on 14/11/2024.	
2	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) or Letter of intent (LOI) or Letter of Award (LOA) or Work Order (WO) meeting above mentioned pre-qualifying requirement.	
3	Bidder shall submit design documents to substantiate technical parameters specified in clause 1 & 2 above, if the same is not mentioned in performance certificate/purchase order.	
Note		
a	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.	
b	Minimum one (1) no. Purchase order shall be submitted which should not be more than seven (7) years old as on date of bid submission, for establishing continuity in business.	
c	Notwithstanding anything stated above, BHEL/CUSTOMER reserves the right for physical assessment of the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL/CUSTOMER. Bidder to furnish details as per Annexure A- "Sub-Vendor Questionnaire".	
d	BHEL shall evaluate and qualify the bidders based on their performance in awarded contracts in current projects under execution as per attached Annexure C-Performance Feedback.	
e	Consideration of offer shall be subject to Customer's approval of bidders, if applicable.	
f	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.	

## CORPORATE QUALITY ASSURANCE

## SUB-VENDOR QUESTIONNAIRE

i.	<b>Item/Scope of Sub-contracting</b>		
ii.	<b>Address of the registered office</b> 	<b>Details of Contact Person</b> <b>(Name, Designation, Mobile, Email)</b> 	
iii.	<b>Name and Address of the proposed Sub-vendor's works where item is being manufactured</b> 	<b>Details of Contact Person:</b> <b>(Name, Designation, Mobile, Email)</b> 	
iv.	<b>Annual Production Capacity for proposed item/scope of sub-contracting</b>		
v.	<b>Annual production for last 3 years for proposed item/scope of sub-contracting</b>		
vi.	<b>Details of proposed works</b>		
1.	<b>Year of establishment of present works</b>		
2.	<b>Year of commencement of manufacturing at above works</b>		
3.	<b>Details of change in Works address in past (if any)</b>		
4.	<b>Total Area</b>		
	<b>Covered Area</b>		
5.	<b>Factory Registration Certificate</b>	<b>Details attached at Annexure – F2.1</b>	
6.	<b>Design/ Research &amp; development set-up</b> <b>(No. of manpower, their qualification, machines &amp; tools employed etc.)</b>	<b>Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design)</b> <b>Details attached at Annexure – F2.2</b> <b>(if applicable)</b>	
7.	<b>Overall organization Chart with Manpower Details</b> <b>(Design/Manufacturing/Quality etc.)-</b>	<b>Details attached at Annexure – F2.3</b>	
8.	<b>After sales service set up in India, in case of foreign sub-vendor</b> <b>(Location, Contact Person, Contact details etc.)</b>	<b>Applicable / Not applicable</b>  <b>Details attached at Annexure – F2.4</b>	
9.	<b>Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any</b>	<b>Details attached at Annexure – F2.5</b>	
10.	<b>Sources of Raw Material/Major Bought Out Item</b>	<b>Details attached at Annexure – F2.6</b>	
11.	<b>Quality Control exercised during receipt of raw material/BOI, in-process, Final Testing, packing</b>	<b>Details attached at Annexure – F2.7</b>	
12.	<b>Manufacturing facilities</b>	<b>Details attached at Annexure – F2.8</b>	



## CORPORATE QUALITY ASSURANCE

## SUB-VENDOR QUESTIONNAIRE

	<i>(List of machines, special process facilities, material handling etc.)</i>					
13.	<b>Testing facilities</b> <i>(List of testing equipment)</i>			<b>Details attached at Annexure – F2.9 &amp; Details of load testing facility of Work/s to be submitted in Annexure B</b>		
14.	<b>If manufacturing process involves fabrication then-</b>			<b>Applicable / Not applicable</b>		
	<b>List of qualified Welders</b>			<b>Details attached at Annexure – F2.10</b>		
	<b>List of qualified NDT personnel with area of specialization</b>			<b>(if applicable)</b>		
15.	<b>List of out-sourced manufacturing processes with Sub-Vendors' names &amp; addresses</b>			<b>Applicable / Not applicable</b>  <b>Details attached at Annexure. –F2.11</b> <b>(if applicable)</b>		
16.	<b>Supply reference list including recent supplies</b>			<b>Details attached at Annexure – F2.12</b> <b>(as per format given below)</b>		
<b>Project/ package</b>	<b>Customer Name</b>	<b>Supplied Item (Type/Rating/Model /Capacity/Size etc)</b>		<b>PO ref no/date</b>	<b>Supplied Quantity</b>	<b>Date of Supply</b>
17.	<b>Product satisfactory performance feedback letter/certificates/End User Feedback</b>			<b>Attached at annexure - F2.13</b>		
18.	<b>Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product</b> <b>(similar or higher rating)</b> <b>Note:- Reports need not to be submitted</b>			<b>Applicable / Not applicable</b>  <b>Details attached at Annexure – F2.14</b> <b>(if applicable)</b>		
19.	<b>Statutory / mandatory certification for the proposed product</b>			<b>Applicable / Not applicable</b>  <b>Details attached at Annexure – F2.15</b> <b>(if applicable)</b>		
20.	<b>Copy of ISO 9001 certificate</b> <b>(if available)</b>			<b>Attached at Annexure – F2.16</b>		
21.	<b>Product technical catalogues for proposed item (if available)</b>			<b>Details attached at Annexure – F2.17</b>		
<b>Name:</b>		<b>Desig:</b>		<b>Sign:</b>		<b>Date:</b>

Company's Seal/Stamp:-

Details of Testing facility of Work/s			Annexure -B	
PACKAGE	DOUBLE GIRDER EOT CRANES ABOVE 100T			
Bidder name				
Bidder works address				
S. NO.	FACILITY	DETAILS REQUIRED	DATA TO BE FURNISHED	REMARKS
1 a)	Handling facilities in the test bay/ shop	Number & capacity of cranes available		Layout drawing of the testing / bay shed to be furnished.
1 b)		Maximum capacity of load that can be handled with shed/testing bay cranes handle (individually or in tandem)		
1 c)		Clear height from floor level to the Hook level of the crane of testing bay/ shed		
2 a)	Stand/frame for supporting the crane bridge girders during load/ overload testing of crane at works	Number of stands available		Documentary proof i.e previous load testing report of similar capacity and span or structural calculations for justifying the load bearing capacity of the crane.
2 b)		Load bearing capacity of each stand		
2 c)		Height of stand		
3 a)	Load Pit	Dimensions		Pit drawing/photograph to be furnished.
3 b)		Maximum capacity of the load that can be accomodated in load pit		Calculations / drawing to be furnished for justification of maximum load claimed to be accomodated in the avaiable test pit dimensions.
4 a)	Calibrated Dead Load	Maximum dead load (calibrated) along with cradle available		In case of unavailability of sufficient dead load, whether supplier makes any alternate arrangement i.e type of dead load, availability of suitable capacity load cells with display etc.
4 b)		Dimensions		Dimensions of individual load block, as available, to be furnished.
Note: Details of testing facility shall be submitted for justification of capability of testing.				

## Annexure-C

## Assessment of Bidder/ Supplier wrt Performance Feedback from current projects by PS- Regions

Name of Bidder/ Supplier:

Package quoted for:

Reference Project for Performance Assessment:

Date:

Sl. No.	Area of Assessment	Particulars for Evaluation	Maximum marks	Marks awarded
1	<b>Material supply</b>		<b>50</b>	
1a	Package Name	Whether agency has supplied the material within given contractual period with extension. Supply 100% - 40 marks 75% - 30 marks 50% - 20 marks Marks may be given on pro-rate supply basis.	40	
1b		Assessment of Qualitative ability of agency to follow the approved documents/ BHEL procedures / guidelines for material inspections/ inspection call/ MDCC request / Dispatch documentation.	10	
2	<b>Execution Capabilities</b>		<b>50</b>	
2a	Package Name	Whether agency has engaged competent person as site in charge and other supervisors/ manpower to handle site execution.	10	
2b		Vendor involvement/ behaviour/ engagement during E&C at site and initiative to resolve of interface issues.	10	
2c		Quality of erection drawings and BOQ availability.	10	
2d		Agency efforts & inclination on implementation of HSE, Safety and quality during execution of system	10	
2e		Whether agency has made the system ready/ commissioned before corresponding project milestone requirement.	10	
	<b>Grand Total</b>		<b>100</b>	

Note: 1. The feedback to be provided by PS-Regions against the bidder's performance.

2. The average qualifying marks will be 60.

PS-Region Representative

PS-Region (Head/Projects)



## PRE - QUALIFYING REQUIREMENTS

**PROJECT:** 2X800 MW KODERMA

**PACKAGE:** DOUBLE GIRDER EOT CRANE ABOVE 100T

### CRITERIA FOR EVALUATION - FINANCIAL :

	Amount (in Rs.)
Average annual financial turnover value during any three out of last six Financial Years as on tender due date should not be less than	<b>3,25,00,000.00</b>

**Rs.Three Crore Twenty Five Lakh only**

#### Notes:-

a) The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for any three out of last six Financial 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.

e) Bidder who is 50% or above subsidiary of any other company including those registered outside India and does not meet any of the above Financial Criteria, such bidder may be qualified based on credentials of its holding company provided such holding company meets the above PQR criteria. In such case, the Bidder would be required to furnish a Letter of Support from its Holding Company, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

f) In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, a Certificate would be required from CEO/CFO stating that the financial results of the Company are under audit as on the date of Techno-commercial bid opening and are not available.

**PRICE ADJUSTMENT FORMULA FOR MAIN SUPPLY FOR DOUBLE GIRDER EOT CRANES ABOVE 100T**  
**PACAKGE FOR 2X800MW DVC KODERMA TPS PHASE II**

- (1) The price adjustment formula is defined for price components related to Main Supply package.
- (2) The amount of price adjustment shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \times \{F + a \times (0.8 \times A_1 / A_0 + 0.2 \times B_1 / B_0) + L_b \times L_1 / L_0\}$$

Where

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA/PO.

- (i) 'F' shall be fixed portion of the Ex-Works supply price and shall be considered as 0.15.
- (ii) 'a' shall be co-efficient which shall be considered as 0.55
- (iii) 'A<sub>1</sub>' & 'A<sub>0</sub>' shall be Wholesale Price Index for "MANUFACTURE OF BASIC METALS" as published in RBI Bulletin 21, Sl.no. 1.3.14, Base: 2011-12 = 100
- (iv) 'B<sub>1</sub>' & 'B<sub>0</sub>' shall be Wholesale Price Index for "MANUFACTURE OF ELECTRICAL EQUIPMENT" as published in RBI Bulletin-21, Sl.no. 1.3.17, Base: 2011-12 = 100
- (v) 'L<sub>b</sub>' shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.3.
- (vi) (v) 'L<sub>1</sub>' & 'L<sub>0</sub>' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin 19, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

For the indices,

Subscript '0' refers to indices of Base Month for PVC which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month of reckoning the variated price which shall be the month before the month in which dispatch is made.

The latest available indices are to be extrapolated to the above defined month wrt the base month.

Source link of RBI bulletin: [https://rbi.org.in/Scripts/BS\\_ViewBulletin.aspx](https://rbi.org.in/Scripts/BS_ViewBulletin.aspx)

**Note:**

1) The price adjustment i.e. either increase or decrease shall be applicable up to the contractual date of completion of supplies. Contractual delivery/dispatch date would mean the delivery/dispatch date mentioned in the order including amendments in delivery/dispatch date (if any). PVC will not be applicable for the period beyond the contractual delivery/dispatch date where delay is attributable to supplier.

2) The price adjustment shall be limited to (+) 10% of Ex-Works Price. There is no ceiling on negative PVC.



**PRICE ADJUSTMENT FORMULA FOR SERVICE PART (E & C / SUPERVISION OF E&C) FOR  
DOUBLE GIRDER EOT CRANES ABOVE 100T PACKAGE FOR 2X800MW DVC KODERMA TPS  
PHASE II**

- (1) The price adjustment formula is defined for price components related to Service part (E&C/Supervision of E&C) as per price break-up furnished by the Contractor.
- (2) The amount of price adjustment shall be computed as under:

$$ER = ER1 - ER0$$

ER1 will be computed as follows:

$$ER1 = ER0 \times \{F + L_b \times L_1 / L_0\}$$

Where

ER = Adjustment in Service part (E&C / Supervision of E&C Prices, without taxes & duties).

ER1 = Adjusted Amount of Service part (E&C / Supervision of E&C Prices, without taxes & duties).

ER0 = Service part (E&C / Supervision of E&C Prices, without taxes & duties) as per LOA/PO.

(i) 'F' shall be fixed component and shall be considered as 0.15.

(ii) 'L<sub>b</sub>' shall be co-efficient for labour component in the Ex-Works Component of the service part price which shall be considered as 0.85

(vii) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin 19, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(viii) For the indices,  
Subscript '0' refers to indices of Base Month for PVC which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month of reckoning the varied price which shall be the month before the month in which Service part (E&C / Supervision of E&C) is carried out.

The latest available indices are to be extrapolated to the above defined month wrt the base month.

Source link of RBI bulletin: [https://rbi.org.in/Scripts/BS\\_ViewBulletin.aspx](https://rbi.org.in/Scripts/BS_ViewBulletin.aspx)

Note:

- 1) The price adjustment i.e. either increase or decrease shall be applicable up to the contractual date of completion of work. Contractual work completion date would mean the Completion date mentioned in the order including amendments in work completion date (if any). PVC will not be applicable for the period beyond the contractual work completion date where delay is attributable to supplier.
- 2) The price adjustment shall be limited to (+) 10% of Service part (E&C / Supervision of E&C Prices, without taxes & duties). There is no ceiling on negative PVC.

**PRICE ADJUSTMENT FORMULA FOR MANDATORY SPARES PORTION FOR DOUBLE GIRDER  
EOT CRANES ABOVE 100T PACAKGE FOR 2X800MW DVC KODERMA TPS PHASE II**

- (1) The price adjustment formula is defined for price components related to Mandatory Spares Portion.
- (2) The amount of price adjustment shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \{F + a \times A1bco / A0bco + Lb \times L1 / L0\}$$

Where

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA.

(i) 'F' shall be fixed portion of the Ex-Works supply Price and shall be considered as 0.15.

(ii) 'a' shall be co-efficient which shall be considered as 0.6

(iii) A1bco & A0bco are as per "ALL COMMODITIES" as published in RBI Bulletin 21, Sl. No. 1 respectively, Base: 2011-12 = 100

(iv) 'Lb' shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.25

(v) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin 19, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(vi) For the indices,

Subscript '0' refers to indices of the Base Month which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month before the month in which delivery is required to be made as per the Purchase Order or its amendments issued.

The latest available indices are to be extrapolated to the above defined month w.r.t. the base month.

Source link of RBI bulletin: [https://rbi.org.in/Scripts/BS\\_ViewBulletin.aspx](https://rbi.org.in/Scripts/BS_ViewBulletin.aspx)

Note:

- 1) The price adjustment i.e. either increase or decrease shall be applicable upto the contractual date of completion of supplies. Contractual delivery/dispatch date would mean the delivery/dispatch date mentioned in the order including amendments in delivery/dispatch date (if any). PVC will not be applicable for the period beyond the contractual delivery/dispatch date where delay is attributable to supplier.
- 2) The price adjustment shall be limited to (+) 10% of Ex-Works Mandatory Spares Price. There is no ceiling on negative PVC.

Ref: .....

Date: .....

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

Reference: Tender Enquiry No-.....

Name of Package: .....

Dear Sir,

We hereby certify that items of .....(Package name)  
for.....(Project Name) offered by M/s .....(bidder's name)  
having its works/office at ..... has local content of .....%. Further,  
it is also certified that the local content percentage (%) certified above is in line with definition of local  
content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017- revision,  
having ref. no. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II dated 04.06.2020 & 19.07.2024 and  
M/s..... qualifies as Class-I/Class-II (strike out whichever is not  
applicable) local supplier.

Further, cost of locally imported items (inclusive of taxes) sourced locally from resellers/ distributors  
is Rs ..... and cost of licence/royalty paid/technical expertise cost etc. source from outside of India  
is Rs.....

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

Yours very truly

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

..... (Firm Name)

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)

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

**Mandatory declaration by bidders regarding conflict of interest**

Ref: .....

Date: .....

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

Reference: Tender Enquiry No-.....

Name of Package: .....

**Treatment of cases regarding conflict of interest:**

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.

Thanking You,

Yours faithfully,

(Authorized signatory seal and signature)



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## **ANNEXURE– VIII**

### **INTEGRITY PACT**

#### **Between**

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

#### **and**

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

#### **Preamble**

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

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

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

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

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

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


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

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

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

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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits

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himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

### **Section 3 – Disqualification from tender process & exclusion from future contracts**

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


### **Section 4 – Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

### **Section 5 – Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

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5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain

responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

#### **Section 7 – Criminal Charges against violating Bidders / Contractors / Sub-contractors**

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

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

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.


8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations! views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious

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irregularities requiring legal! administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code! Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

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

#### Section 9 – Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty! guarantee etc. should be outside the purview of IEMs.

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

#### Section 10 – Other Provisions

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

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

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

**SANJEEV**  
 Digitally signed by SANJEEV KUMAR  
 DN: c=IN, postalCode=201301, st=UTTAR  
 PRADESH, street=GAUTAM BUDDHA NAGAR,  
 LGAUTAM BUDDHA NAGAR, o=BHARAT  
 HEAVY ELECTRICALS LTD., ou=BHEL, ps=PEM,  
 serialNumber=9a160549da81651ce4aa59f1b  
 1a153046057a3756325,  
 postalCode=201301, st=UTTAR, cn=SANJEEV  
 KUMAR  
 2.5.4.20=abed08bdc3d7202765d20c24520  
 8a2c7f92a09a73b3c09559f6af5932,  
 email=SANJEEV\_K@BHELIN, cn=SANJEEV  
 KUMAR  
 Date: 2024.08.28 11:01:09 +05'30'

For & On behalf of the Principal  
(Office Seal)  
**KUMAR**

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

Place-----

Date-----

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

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

## PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

**To**

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....(Tender Conditions), M/s. .... having its registered office at .....(hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....invited by .....(name of the Employer) through its Unit at .....( The Tender Conditions provide that the Tenderer shall pay a sum of Rs ..... as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of ..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the .....[Name & address of the Bank] ..... having our Registered Office at .....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.....(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We ..... Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including..... and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the ..... we shall be discharged from all liabilities under this Guarantee.

We, ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at ..... shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....
- b) This Guarantee shall be valid up to .....
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

<sup>1</sup> *Details of the Invitation to Bid/Notice Inviting Tender*

<sup>2</sup> *Name and Address of the Tenderer*

<sup>3</sup> *Details of the Work*

<sup>4</sup> *Name of the Employer*

<sup>5</sup> *BG Amount in words and Figures*

<sup>6</sup> *Validity Date*

<sup>7</sup> *Date of Expiry of Claim Period*

**Notes:**

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.



#### **4. In Case of Bank Guarantees submitted by Foreign Vendors-**

##### **a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)**

can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

##### **b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

- b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

**Proforma of Insurance Surety Bond towards Earnest Money Deposit**

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No. ....

Date.....

To

**Bharat Heavy Electricals Limited,**

.....

.....

Dear Sirs,

In accordance with Invitation for Bids under your Tender Ref. No. ...., M/s..... [Bidder's Name] ..... having its Registered/Head Office at ..... (hereinafter called the 'Bidder') wish to participate in the said bid for [Name of Package] ..... as an irrevocable Insurance Surety Bond against Earnest Money Deposit for an amount of .....(\*) ..... valid for .....(\*\*) ..... days from .....(\*\*\*) ..... required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the ..... [Name & address of the Insurer] ..... having our Head Office at .....(#)..... guarantee and undertake to pay immediately on demand by **Bharat Heavy Electricals Limited** (hereinafter called the 'Employer') the amount of .....(\*) ..... without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and remain in full force for a period of .....(\*\*) ..... days from the latest due date of bid opening and a claim period of .....(@).....days. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ..... [Bidder's Name] ..... on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this.....day of..... 20..... at .....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney

No.....

Date.....

**Proforma of Insurance Surety Bond towards Earnest Money Deposit**

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No. ....

Date.....

**NOTE :**

1. (\*) The amount as specified in the Notice inviting Tender (NIT).  
(\*\*) This shall be the duration of Offer Validity Date.  
(\*\*\*) This shall be the latest date of opening of Techno-Commercial bids.  
(#) Complete mailing address of the Head Office of the Insurer to be given.  
(@) This date shall be expiry of claim period & may be kept 3-6 months beyond the validity date
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state (s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

**Proforma of Insurance Surety Bond towards Security Deposit**

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.....

Date.....

To,

**Bharat Heavy Electricals Limited,  
Power Sector xxxxxxxxx Region,  
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx**

Dear Sirs,

In consideration, to **Bharat Heavy Electricals Limited** (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), for having awarded, **M/s ... (Contractor's name) ...** having its Registered /Head Office at **...xxxxxxxxxxx...** (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Letter of Award No. **...xxxxxxxxxxx...** dated **...dd/mm/yyyy...** and the same having been unequivocally accepted by the contractor, valued at **Rs. ...xxxxxxxxxxx... (Rupees ...xxxxxxxxxxx... only)** and the Contractor having agreed to provide Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract equivalent to **...% (percent)** of the said value of the Contract to the Employer amounting **Rs. ...xxxxxxxxxxx... (Rupees ...xxxxxxxxxxx... Only).**

We **...[Name & Address of the Insurer]...** having its Head Office at **...xxxxxxxxxxx...** (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor in terms of the agreement to provide Security Deposit, to the extent of **Rs ...xxxxxxxxxxx... (Rupees ...xxxxxxxxxxx... Only)** as aforesaid at any time up to **...dd/mm/yyyy... [#]** without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or the Insurer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till **...dd/mm/yyyy... [@]**.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The

**Proforma of Insurance Surety Bond towards Security Deposit**

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.....

Date.....

Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Insurance Surety Bond is restricted to **Rs. ....xxxxxxxxxx... (Rupees ....xxxxxxxxxx... Only)** and it shall remain in force up to and including **...dd/mm/yyyy... [#]** and shall be extended from time to time for such period, as may be desired by **M/s ...(Contractor's name)...** on whose behalf this Insurance Surety Bond has been given.

Dated this..... day of..... 20 ..... at.....

**WITNESS :**

- |                         |                                   |
|-------------------------|-----------------------------------|
| 1. ....                 | .....                             |
| (Signature)             | (Signature)                       |
| .....                   | .....                             |
| (Name)                  | (Name)                            |
| .....                   | .....                             |
| (Official Address)      | (Designation with Insurer Stamp)  |
|                         | Authorised Vide Power of Attorney |
|                         | No.....                           |
|                         | Date.....                         |
| 2. ....(Signature)      |                                   |
| .....(Name)             |                                   |
| .....(Official Address) |                                   |

**Notes:**

- 1) **# Validity date:** The validity of Insurance Surety Bond towards Security Deposit shall be till actual completion work (Contract period) + Guarantee Period + 3 months.
- 2) **@ Date of Expiry of Claim Period:** The Claim period may be kept 3 to 6 months beyond the validity date.
- 3) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- 4) The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- 5) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

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

**Mandatory declaration by Micro and Small Enterprise (MSE) bidders**

Ref: .....

Date: .....

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

Reference: Tender Enquiry No-.....

Name of Package: .....

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

Thanking You,

Yours faithfully,

(Authorized signatory seal and signature)

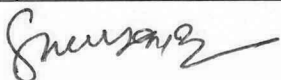


**PROJECT GROUP II**  
**POWER SECTOR – PROJECT ENGINEERING MANAGEMENT**  
**BHARAT HEAVY ELECTRICALS LIMITED**

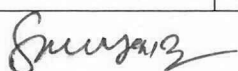
**SPECIAL CONDITIONS OF CONTRACT (SCC) Rev.00**  
**2x800 MW Koderma TPS Phase II – EPC**  
**(JOB NO. 519)**

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.

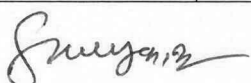
Sl. No.	Title	Description
1.	Project Name	<b>2x800 MW Koderma TPS Phase II – EPC</b>
2.	Nature of project & Type of Bidding	Competitive Bidding
3.	BHEL's Customer	DAMODAR VALLEY CORPORATION (DVC)
4.	Customer Consultants	NA
5.	Buyer and Paying Authority	For packages where BHEL PEM will issue the Purchase 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 PSER - BHEL PSER Site will be the paying Authority.
6.	Consignee Address (Bill To)	FOR SUPPLY PACKAGES: BHEL, Power Sector-Project Engineering Management, BHEL SADAN, 3rd 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):  Project Director, BHEL Site Office, 2X800 MW DVC Koderma TPS PH-II, PO- Koderma TPS, Village- Benjhidihi, Dist – Koderma, Jharkhand 825421 BHEL-Koderma - GSTIN No.- 20AAACB4146P5ZP BHEL- PSER Kolkata GST No: 19AAACB4146P1ZC
7.	Delivery Address (Ship To)/BHEL Site office address	Project Director, BHEL Site Office, 2X800 MW DVC Koderma TPS PH-II, PO- Koderma TPS, Village- Benjhidihi, Dist – Koderma, Jharkhand 825421 BHEL-Koderma - GSTIN No.- 20AAACB4146P5ZP BHEL- PSER Kolkata GST No: 19AAACB4146P1ZC
8.	Location of Plant	Koderma Thermal Power Project is located near Benjhidihi village of Koderma district in Jharkhand. Nearest National Highway: NH-20 (8 km from site) Delhi-Kolkata National Highway: 25 km from site Nearest railway Station: Koderma (about 12 km from site) Nearest Airport: Gaya (108 km from site) Distance from Ranchi is about 150 km.



9.	Mode of Dispatch	By Rail/Road/Sea on door delivery and freight pre-paid basis
10.	BHEL GSTIN Details	<p><b>For supply packages:</b> BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN <b>09AAACB4146P2ZC</b></p> <p><b>For Turnkey packages:</b> BHEL-Koderma - GSTIN No.- 20AAACB4146P5ZP BHEL- PSER Kolkata GST No: 19AAACB4146P1ZC</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"> <li>All the items being dispatched in the consignment/LR are listed in the packing list.</li> <li>Proper precautions are taken while affixing to ensure that the "Fixed QR Code" should not damage during transit.</li> <li>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.</li> </ol> <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"> <li>Policy No.</li> <li>Consignee Name.</li> <li>Consignment Details (items with their weights and value (in INR).</li> <li>Project Name and P.O. No.</li> <li>LR No. and date, Dispatch origin and destination details, Invoice No.</li> <li>Vendors to intimate the underwriters quoting the insurance Policy details.</li> </ul>
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"> <li>BHEL Site office (address as mentioned at Sl. No. 7)</li> <li>BHEL PEM Noida (address as mentioned in NIT for PO issued by PEM)</li> <li>BHEL PSNR (For PO Issued by BHEL PSNR)</li> </ul>
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"> <li>By BHEL site office for supply packages (where only supply is in vendor's scope).</li> <li>By vendors for Turnkey (where Supply and E&amp;C is in vendor scope)</li> </ul> <p><b>Note:</b> The Supplier shall furnish LR wise Gross Wt. of the consignment for the</p>



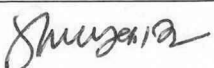
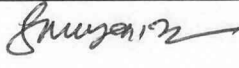
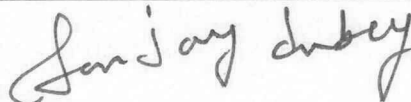
		purpose of handling the consignment by BHEL Site Contractor. No claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in sl. no. 15 above is solicited.
16.	Taxes & Duties (For Domestic Vendor)	As per Notice Inviting Tender (NIT/ATC).
17.	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of foreign vendors, quoted prices & Dispatches shall be on <b>C &amp; F Port-Mumbai Basis</b> 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><b>Cat-I &amp; Cat-II :</b> Inspection shall be done jointly or separately by DVC and BHEL or BHEL's TPIA.</p> <p><b>Cat-III:</b> Inspection shall be done by BHEL only.</p> <p><b>Note:</b> Please note, for Cat I &amp; 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><b><u>For Domestic supplies:</u></b></p> <p>As per Notice Inviting Tender (NIT).</p> <p><b><u>For Foreign supplies</u></b></p> <p>In case of Foreign supplies, if DVC approved 3rd party inspection agency does not participate in the inspection, test certificates &amp; 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 DVC for clearance.</p> <p>The dispatch clearance (MDCC) by DVC/ 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 DVC.</p> <p>It is the responsibility of vendor to furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of DVC MDCC by BHEL</p>
21.	Mandatory Spares	Delivery of mandatory spares shall be as per NIT.
22.	Construction Facilities to Vendor	<p><b>Construction Power:</b></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><b>Construction water:</b></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><b>For Turnkey packages:</b></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&amp;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 DVC Koderma 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 <b>2x800 MW Koderma TPS Phase II</b> .</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"> <li>• 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.</li> <li>• The Packing list details for the consignment must be put inside the Box/Boxes.</li> </ul> <p>Items like pumps, Valves, Hoists, Cranes etc. shall essentially have O&amp;M Manuals and E&amp;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, <b>indicating Mandatory Spares in bold letters</b> 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 &amp; Number per item (to match</p>

*Signature*

		the description given in the packing slip) to facilitate their- proper identification by end customer/ BHEL Site. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc.
26.	Submission of Final Drgs/ Docs along with O&M Manual, Type Test Certificates (if any)	<b><u>No. of O&amp;M Manuals</u></b>  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.

	Prepared by	Checked by	Reviewed /Approved by
<b>Name</b>	SHRI PRAKASH YADAV	SHRI PRAKASH YADAV	S.K DUBEY
<b>Designation</b>	Sr. Manager/ PG-II-2	Sr. Manager/ PG-II-2	Sr DGM & DH/ PG-II-2
<b>Signature</b>			

#### Enclosures

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

**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
	DVC	LOI/FC/1015 dtd:- 26.07.2024	<BOI * >  <*BHEL shall indicate whether item is BOI or BHEL Inhouse manufacture >	<Vendor to fill BHEL Item Code>	<Vendor to fill Package Code>	BHEL PSPPEM 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