



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

**Enquiry No-PE/PG/HER/E-7258/2023**

**Date-04.05.2023**

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

|   |   |   |
|---|---|---|
| 1. Project  | <b>2 x 660 MW NTPC TALCHER TPP, STAGE - III</b>   |   |
| 2. Package  | <b>MILL REJECT SYSTEM (CONVEYOR TYPE)</b>   |   |
| 3. End Customer   | <b>NTPC</b>   |   |
| 4. Executing Agency   | <b>BHEL-PSWR</b>  |   |
| 5. Mode of Enquiry  | E - PROCUREMENT   |   |
| 6. Nature of Package<br>(Divisible/Non-Divisible)   | <b>Non-Divisible</b>  |   |
| 7. Due Date & Time  | <b>15 May 2023</b>  | <b>For Offer Submission 11 :00 : AM IST</b> |
| 8. Opening of Part I bid  | <b>15 May 2023</b>  | <b>03.00PM</b>                              |
| 9. Earnest Money Deposit (EMD)  | NIL   |   |
| 10. Tender Cost   | NIL   |   |
| 11. Numbers of Part bid   | <b>2-Part bid (Techno-commercial and price bid)</b>   |   |
| 12. Technical Scope   | As per Technical specification No: <b>PE-TS-497-160-A001 (REV. 0)</b>   |   |
| 13. Last Date for Seeking Clarification   | 05 days before due date of tender opening   |   |
| 14. Schedule of Pre-Bid Discussion  | Based on Bidder's request, Pre-Bid meeting shall be arranged.   |   |
| 15. Prequalification Requirement  | Financial PQR- YES  | Technical PQR- YES                          |
| 16. Delivery terms  | FOR Despatch Station  |   |
| 17. Delivery Schedule:  |   |   |
| For Supply (along with commissioning spares)  | Unit-1-Within 18 months from the date of LOA.<br>Unit-2--Within 22 months from the date of LOA.<br><br>Drawing/ documents submission shall be as per ANNEXURE-V of Sub-section-1A of Technical specification PE-TS-497-160-A101   |   |
| Mandatory Spares  | To be delivered along with the last consignment of main supply within the contractual delivery period.  |   |
| Supervision of E&C  | Personnel for Supervision of E&C shall be deputed within 10 days of intimation  |   |
| Note  | a. The end period specified is for completion of the deliveries and vendor may be asked to supply the material before delivery schedule to meet the project requirement.<br><br>b. Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT. |   |
| 18. PVC (Price Variation Clause) shall be applicable as per enclosed PVC Annexure.  |   |   |
| 19. CIF Content   | Not Available   | CIF Value: Not Applicable                   |
| 20. Integrity Pact Applicability -  | YES   |   |
| 21. Over all (%) quantity variation: The variation on overall package value due to changes in the scope shall be limited to +/-10   |   |   |
| 22. Following Independent External Monitors (IEMs) have been appointed by BHEL.<br>Shri Otem Dai, IAS (Retd.) (iem1@bhel.in)<br>Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in)<br>Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)  |   |   |
| 23. <b>Tender Evaluation - Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable.</b><br>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. |   |   |



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In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder (s) or their representative(s).  
Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.

24. Terms & Conditions: - The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), **General Conditions of Contract GCC REV-07** which is available on [www.pem.bhel.com](http://www.pem.bhel.com) and other Terms and Conditions included in this Enquiry Letter.

25. BGs should be in favour of BHEL-PSWR instead of BHEL PEM. L1 Vendor will be required to submit BGs as per GCC Rev 07+Corrigendum 01 to GCC rev-07.

26. Bidders who fulfil Technical & Financial Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those bidders shall be evaluated who meet the Technical as well as Financial Pre-Qualifying requirements.

27. BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.  
Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.  
In case of single qualified bid, price bid of single qualified bidder shall be opened.

28. Regarding verification of PQR documents-  
Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.

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

The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at [www.pem.bhel.com](http://www.pem.bhel.com)-->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

30. 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)). Bidders should regularly visit websites to keep themselves updated.

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

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. Construction Power & Construction water shall be as follows and point no 23 mentioned in SCC is not applicable.

Construction Power: Construction Power shall be provided FREE OF COST at one point. Further arrangement shall be carried out by vendor himself.

Construction Water: Construction Water shall be provided FREE OF COST at one point. Further arrangement shall be carried out by vendor himself.



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

**SANJEEV KUMAR/ Dy ENGINEER- BOP**  
**M/s Bharat Heavy Electricals Ltd.,**  
Project Engineering Management,  
Power Project Engineering Institute,  
HRD & ESI Complex,  
Plot No 25, Sector-16 A, Noida-201301  
E-MAIL: [sanjeev\\_k@bhel.in](mailto:sanjeev_k@bhel.in)  
Ph. No.-0120-4368590

**Sumeet Sahay/MGR-BOP**  
**M/s Bharat Heavy Electricals Ltd.,**  
**Project Engineering Management,**  
Power Project Engineering Institute,  
HRD & ESI Complex,  
Plot No 25, Sector-16 A, Noida-201301  
**E-MAIL: [sumeetsahay@bhel.in](mailto:sumeetsahay@bhel.in)**  
Ph. No. 09999498202

36. **Insurance Deductibles/Excess:**

For Marine Cover: Rs 20,000/-

For Storage /Erection and Testing Cover:

- a. Normal Excess: 5 % of the claim amount subject to a minimum of Rs. 2.25 Lakh.  
b. Testing Excess: 5% of the claim amount subject to minimum of Rs. 6.0 Lakh.

Act of God Perils: - 10% of the claim amount subject to minimum of testing period excess.

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

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

Third Party Liability: The policy excesses (normal/testing periods) shall apply for third party liability property damage claims also. For third party liability claims arising out of acts of GOD perils. The excess applicable to AOG claims shall apply.

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

37. 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.

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

39. Bidders are requested to refer clause no 26.0 (Make in India) of instructions to bidder of GCC Rev 07  
"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 is as defined in Public Procurement (Preference to Make India), Order 2017 dated 16.09.2020 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT."

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

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

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



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40. This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated 20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc.) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the NIT items/Package.
41. Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
42. Purchase preference to MSE vendor shall be as follows:  
a) **For Divisible Packages:**  
Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L 1 + 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% of total quantity.  
b) **For Non Divisible Packages:**  
No purchase preference would be applicable to MSEs bidders over Non-MSEs bidders.
43. Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e - mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation."
44. It shall be the responsibility of the bidder to ensure that the tender is uploaded on or before the due date and time. Part-I bids shall be opened on due date through e-procurement Portal.
45. The evaluation currency for this tender shall be INR.
46. Payment terms:  
a. Payment terms for Main supply: - As per GCC Rev 07+Corrigendum 01 to GCC rev-07.  
b. Payment terms for Training: -100% payment shall be released after successful completion of the activity on pro rata basis, on Site certification/ certification by engineering as applicable.  
c. Payment terms for Supervision of E&C, Mandatory spares & PG test shall be as per GCC Rev 07.
47. Charges for Supervision of E&C: Supervision of E&C charges should not exceed 2% of the total contract value, failing which the quoted amount shall be restricted (2% of the total contract value) by BHEL at the time of evaluation and ordering.
48. Clause no 9.6 (excluding notes) of GCTC of GCC Rev. 07 shall be read as-  
"Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as per clause no 9.7.2 – 9.7.5:  
a. 90 days for non MSME as per MSMED Act  
b. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act  
c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act."
49. "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:  
a) they have controlling partner (s) in common; or  
b) they receive or have received any direct or indirect subsidy financial stake from any of them; or



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c) they have the same legal representative/agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly! Assemblies from one bidding manufacturer in more than one bid: or

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf and

2. Indian/foreign agent on behalf of only one principal:

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same! similar line of business."

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

51. Point no 12 of SCC to be read as:

For Supply Packages: Transit Insurance in BHEL Scope.

For Turnkey Packages: Transit, Unloading, Storage, Handling, Erection and Commissioning Insurance in BHEL Scope. For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office:

(i) Policy No.

(ii) Consignee Name.

(iii) Consignment Details

(items with their weights and value (in INR).

(iv) Project Name and P.O. No.

(v) LR No. and date, Dispatch origin and destination details, Invoice No.

Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in Purchase Order.

52. 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.

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



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

**Following documents need to be uploaded:**

- Offer forwarding/ covering letter
- Local content certificate in line with Make in India circular.
- Land Border Certificate.
- Credentials as per format.
- Documents required for meeting Technical & Financial PQRs
- Un-price bid, annexure-II of GCC Rev 07 (Cost of Withdrawal of Deviation) and Price bid in e-procurement portal.

55. All other terms & condition shall be as per NIT, SCC Rev-00 of the Project & GCC Rev-07+Corrigendum 01 to GCC rev-07

56. It shall be the responsibility of the bidder 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. 'Part-I bids shall be opened at 04:00 PM on due date through e-procurement Portal.

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

Thanking You.

For and on behalf of BHEL

Sumeet Sahay

Manager/ BOP/ PEM Noida

**Enclosures:** - (1) Price Schedule (2) Cost of Withdrawal (3) Integrity Pact (4) Draft format for Make in India certificate (5) Format for land/ border declaration (6) Sub Vendor Questionnaire (7) PVC Formulae (8) Technical PQR (9) Financial PQR (10) SCC of the Project (11) Technical Specifications



## PRE - QUALIFYING REQUIREMENTS

ENQUIRY NO:

PE/PG/HER/E-7258/2023

PROJECT:

2x660 MW TALCHAR TPP STAGE-III

PACKAGE:

Mill reject handling system

### CRITERIA FOR EVALUATION - FINANCIAL :

Average annual financial turnover during the last Three Financial Years should not be less than  
Rs.Nine Crore Forty Two Lakh only

Amount (in Rs.)  
9,42,00,000.00

#### Notes:-

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

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

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

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

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

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

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

## INTEGRITY PACT

### Between

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

### And

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

### Preamble

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For & On behalf of the Principal  
 (Office Seal)

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

Place-----

Date-----

**SHARAD**  
 Witness:  
**CHANDRA**  
 (Name & Address)

Digitally signed by SHARAD CHANDRA  
 DN: c=IN, o=SHARAD HEAVY ELECTRICALS LIMITED, ou=POWER SECTOR,  
 PROJECT ENGINEERING MANAGEMENT (PS-PEM), postalCode=201301,  
 SCUTTAR PRADESH,  
 2.2.A.205-089616018625cac45670e8ff7d15d0909021775267d5d6c6d63d  
 -----BEGIN-----  
 sha1Digest=BD2948864F2C2291CB1007210178DC109E308A,  
 serialNumber=411890C6A63E220386465C0C062D1A2B152E342C  
 98EC8B22C928FF83, o=SHARAD CHANDRA  
 -----END-----

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

## 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:

Tender Enquiry No-.....

Offer No-.....

Name of Package: .....

Order no. F. No. 6/18/2019-PPD dt. 23.07.2020 issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

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)

**Letter head of Company**

Ref.....

Date.....

To,

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

**Subject: - Certification regarding local content**

Reference: Tender Enquiry No-.....

Name of Package: .....

Dear Sir,

We hereby certify that items offered by us for ..... (package name) for.....(Project Name) have local content of .....%.

Further, it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017-revision, having ref. no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 & 16.09.2020 and we qualify as Class-I supplier.

We further confirm that address of the location at which the local value addition is made will be as follows:

1. ....
2. ....

Thanking You,

..... (authorized signatory of company)

..... (firm name)

authorized signatory

of company

**PRICE ADJUSTMENT FORMULA FOR MAIN SUPPLY AND MANDATORY SPARES FOR  
MILL REJECT SYSTEM PACKAGE FOR 2X660 MW TALCHAR STAGE-3 TPP**

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

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \times \{F + a \times (0.4 \times A_1 / A_0 + 0.1 \times B_1 / B_0 + 0.5 \times C_1 / C_0) + L_b \times L_1 / L_0\}$$

Where

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA.

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

(iii) 'A' shall be Wholesale Price Index for "MANUFACTURE OF FABRICATED METAL PRODUCTS, EXCEPT MACHINERY AND EQUIPMENT" as published in RBI Bulletin, Sl.no. 1.3.15, Base: 2011-12 = 100

(iv) 'B' shall be Wholesale Price Index for "MANUFACTURE OF ELECTRICAL EQUIPMENT" as published in RBI Bulletin, Sl.no. 1.3.17, Base: 2011-12 = 100

(v) 'C' shall be Wholesale Price Index for "MANUFACTURE OF MACHINERY AND EQUIPMENT" as published in RBI Bulletin, Sl.no. 1.3.18, Base: 2011-12 = 100

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

(vii) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin, 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 the Base Month and shall be as per note (1) below.

Subscript '1' refers to indices of the month before the month in which delivery is made. 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?id=20964](https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?id=20964)

Note:

- 1) Prices shall remain firm till completion schedule as defined in LOA/s. Price adjustment as defined above, shall be applicable only beyond completion schedule as per LOA. Price adjustment shall be payable to vendor only if the delay is not attributable to the vendor. However, if the delay is attributable to vendor then the negative price adjustment (if applicable) shall be passed on to BHEL.
- 2) The price adjustment shall be limited to (+) 10% of Ex-Works Supply Price including commissioning spares, Mandatory spares.



**PROJECT GROUP - III**  
**POWER SECTOR - PROJECT ENGINEERING MANAGEMENT**  
**BHARAT HEAVY ELECTRICALS LIMITED**

**SPECIAL CONDITIONS OF CONTRACT (SCC) Rev.00**

**2X660 MW NTPC TALCHER TPP STAGE III (EPC) (Job No. 497)**

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

| SL. NO. | TITLE   | DESCRIPTION  |
|---------|---|--|
| 1.      | Project Name  | 2x660 MW NTPC TALCHER TPP STAGE III (EPC)  |
| 2.      | Nature of Project & Type of Bidding                   | Mega Power Project<br>Competitive Bidding  |
| 3.      | Customer Order Ref No.                                | CS-4540-001A-2-FC-NOA-7227 dated 27.09.2022 for Supply Contract<br>CS-4540-001A-2-SC-NOA-7228 dated 27.09.2022 for Service Contract  |
| 4.      | BHEL's Customer                                       | NTPC   |
| 5.      | NTPC Talcher GST No.                                  | <b>21AAACN0255D1ZA</b>   |
| 6.      | Customer Consultants                                  | No Consultant  |
| 7.      | Consignee Address (Bill To)                           | <b>FOR SUPPLY PACKAGES:</b><br>BHEL, Power Sector - Project Engineering Management,<br>Power Project Engineering Institute (PPEI Building), HRDI & ESI Complex,<br>Plot No. 25, Sector-16A, Noida-201301, Gautam Buddh Nagar, Uttar Pradesh.<br>BHEL-PEM GSTIN: 09AAACB4146P2ZC<br><br><b>FOR TURNKEY PACKAGES:</b> (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSWR)<br>Construction Manager, BHEL Site Office,<br>2x660 MW TALCHER TPP STAGE III<br>P.O. – TALCHER<br>DISTT. – ANGUL, ODISHA - 759101<br>BHEL-PSWR GSTIN - <b>21AAACB4146P1ZR</b> |
| 8.      | Delivery Address (Ship To) / BHEL Site Office Address | Construction Manager, BHEL Site Office,<br>2x660 MW TALCHER TPP STAGE III<br>P.O. – TALCHER<br>DISTT. – ANGUL, ODISHA - 759101   |
| 9.      | Location of Plant                                     | The site is located near TALCHER Town in ANGUL District of ODISHA having latitude 20°55' North and longitude 85°25' East. The site is approachable from Banarpal-Talchar section of National Highway No. 23 at a distance of about 1 KM from Anand Bazar. Nearest railway station is at Talcher on Talcher-Cuttack section of North Eastern Railway at about 4 Kms. The nearest commercial airport is Bhubaneswar at about 90 Km by road.  |

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Regd. Office:  
BHEL House Siri Fort  
New Delhi – 110049

*M. Singh*  
22/10/2022



**PROJECT GROUP - III**  
**POWER SECTOR - PROJECT ENGINEERING MANAGEMENT**  
**BHARAT HEAVY ELECTRICALS LIMITED**

|     |  |   |
|-----|--|---|
| 10. | Mode of Dispatch                       | <p><b>For indigenous supplies:</b> By Rail/Road on door delivery and freight pre-paid basis.</p> <p><b>For imported supplies:</b> On C&amp;F basis. Transit Insurance will be in BHEL Scope.</p>  |
| 11. | BHEL GSTIN Details                     | <p><b>For supply packages:</b> BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC</p> <p><b>For Turnkey packages:</b> BHEL-PSWR GSTIN <b>21AAACB4146P1ZR</b></p>   |
| 12. | Transit Insurance                      | <p>In BHEL Scope.</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>(i) Policy No.</li><li>(ii) Consignee Name.</li><li>(iii) Consignment Details (items with their weights and value (in INR).</li><li>(iv) Project Name and P.O. No.</li><li>(v) LR No. and date, Dispatch origin and destination details, Invoice No.</li></ul> <p>Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in Purchase Order.</p> |
| 13. | Dispatch Intimation                    | <p>Yes, in writing, not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to:</p> <ul style="list-style-type: none"><li>- BHEL Site office (address as mentioned at Sl. No. 9)</li><li>- BHEL PEM Noida (address as mentioned in NIT for PO issued by PEM)</li><li>- BHEL PSWR Nagpur (For PO Issued by BHEL PSWR)</li></ul>   |
| 14. | Document required for Vendor's Payment | <p>For claiming the payment, documents as mentioned in applicable GCC shall be submitted by vendor to BHEL. For Turnkey packages, final list of documents required for admitting vendor bill shall be furnished by PSWR at the time issuance of Detail P.O.</p> <p><b>Packing List</b> must comply to the applicable GCC. Description of items in packing list shall be as per PO such that proper correlation between PO &amp; packing list must be furnished.</p> <p>Soft copy of documents for claiming payment shall be submitted by vendor as advance copy.</p>      |
| 15. | Buyer and Paying Authority             | <p>For packages where PEM will issue the Purchase Order: <b>BHEL PEM</b> will be the paying authority.</p> <p>For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by <b>BHEL PSWR, 2x660 MW TALCHER TPP STAGE III. BHEL Site will be the paying Authority.</b></p>   |
| 16. | Demurrage Charges                      | <p>Demurrage charges shall be paid by supplier/ vendor only. No claim shall be acceptable to BHEL in this regard.</p>   |

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*M. K. Singh*  
22/01/2022



**PROJECT GROUP - III**  
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**BHARAT HEAVY ELECTRICALS LIMITED**

|     |   |   |
|-----|---|---|
| 17. | Unloading, Storage & Movement of material at site             | <p>a) By BHEL site office for supply packages (where only supply is in vendor's scope).<br/>b) By vendors for Turnkey (where Supply and E&amp;C is in vendor scope)</p> <p><b>Note:</b> The Supplier shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL Site Contractor. Please note that unloading of materials at Site shall sometimes may take 3-5 days. As such, transporters to be advised suitably before dispatch of materials in this regard. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in sl. no. 14 above is solicited</p>   |
| 18. | Taxes & Duties (For Domestic Vendor)                          | As per applicable GCC.  |
| 19. | Taxes & Duties (For Order Directly to Foreign Bidders)        | In case of foreign vendors, quoted prices & Dispatches shall be on C & F <b>Port-Chennai</b> basis and the Taxes & duties in the country of dispatch shall be borne by Foreign vendor. All the Taxes & duties and other charges applicable in India shall be borne by BHEL-PEM for the direct order placed by PEM to the foreign bidder and by BHEL-PSWR for the orders placed by PSWR.   |
| 20. | Inspection Agency   | <p>Inspection of packages shall be carried out by agency as per below Inspection category of packages:</p> <p>(a) <b>Cat-I:</b> Inspection shall be done jointly or separately by NTPC and BHEL or BHEL's TPIA<br/>(b) <b>Cat-II:</b> Inspection shall be done by BHEL only.<br/>(c) <b>Cat-III:</b> Certificate of Compliance shall be furnished by Vendor.</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>  |
| 21. | Inspection Procedure  | <p><b>For Domestic supplies:</b><br/>As per applicable GCC Vendor to furnish photographs pertaining to packing of materials before despatch. MDCC shall be issued on the basis of clear inspection reports.</p> <p><b>For Foreign supplies:</b><br/>In case of Foreign supplies, if NTPC 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 NTPC for clearance. Vendor to furnish photographs pertaining to packing of materials before despatch. The dispatch clearance (MDCC) by NTPC/ BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates.</p> |
| 22. | Material Dispatch Clearance Certificate (MDCC) Issuing Agency | <p><b>For Cat-I item,</b> MDCC shall be issued by NTPC and it's the responsibility of vendor to arrange MDCC from them and furnish <b>original MDCC to BHEL.</b></p> <p><b>For Cat- II &amp; Cat-III Items,</b> MDCC shall be issued by BHEL However, the vendor shall furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of NTPC MDCC by BHEL.</p>  |

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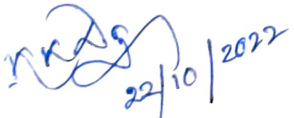
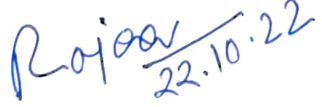

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*M. K. Singh*  
22/10/2022



**PROJECT GROUP - III**  
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**BHARAT HEAVY ELECTRICALS LIMITED**

|     |   |   |
|-----|---|---|
| 23. | Construction Facilities to Vendor   | <b>Construction Power:</b><br>Construction power shall be made available for Erection Work on Chargeable basis based on prevalent rate of DISCOM for 220kV drawl and type of connection used.<br><br><b>Construction Water:</b><br>Construction water shall be available at one point within the plant boundary on chargeable basis.  |
| 24. | Storage Infrastructure by Vendor  | For Turnkey packages (Fuel Oil Handling and Storage System, Compressed Air System, Airconditioning System, Ventilation, DM Plant, Condensate Polishing Unit, Pretreatment Plant, Mill Reject System, Effluent Treatment Plant, Sewage Treatment Plant and Cooling Tower packages)<br>(a) Vendor shall compulsory make covered storage shed of minimum size of 15 feet x 15 feet for storage of valuable Electrical/ Electronic items/ Instruments etc.<br>(b) Vendor shall compulsory make office of size 10 feet x 10 feet for site Engineer/ Staff along with facility of Computer/ Laptop/ Printer for protocol preparation and submission to BHEL.<br>(c) Alternately, vendor can provide container of suitable size for above purpose, i.e. (a) and (b). |
| 25. | Safety Officer and Quality Engineer by Vendor                                       | For Turnkey packages vendor shall deploy one number Safety Officer and one number Quality Engineer during total E&C period. Failure for above BHEL shall deploy it and appropriate charges shall be deducted from vendor due payments.<br><br>HSE plan for site operation by vendor is available at following link:<br><a href="https://pem.bhel.com/Documents/GCC/HSE%20PLAN%20FOR%20TALCHER.pdf">https://pem.bhel.com/Documents/GCC/HSE%20PLAN%20FOR%20TALCHER.pdf</a>  |
| 26. | Submission of Final Drgs/Docs alongwith O&M Manual, Type Test Certificates (if any) | <b>No. of O&amp;M Manuals</b><br><br>As per applicable GCC/ Technical Specification/ Kick-off meeting.<br><br>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 & Reviewed by   | Approved by   |
|-------------|---|---|---|
| Name        | Kingshuk Kumar Das  | Rajeev Lalwani  | Rajeev Tivari   |
| Designation | Manager / PG-III  | Sr. Manager / PG-III  | AGM & DH / PG-III   |
| Signature   | <br>22/10/2022 | <br>22.10.22 | <br>22.10.22 |

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

|             |  |  |
|-------------|--|--|
| <b>i.</b>   | <b>Item/Scope of Sub-contracting</b><br>उप-संविदा(अनुबंध) का मद/ दायरा   |  |
| <b>ii.</b>  | <b>Address of the registered office</b> पंजीकृत कार्यालय का पता  | <b>Details of Contact Person</b> संपर्क व्यक्ति का विवरण<br><b>(Name, Designation, Mobile, Email)</b> (नाम, पदनाम, मोबाइल, ईमेल)   |
| <b>iii.</b> | <b>Name and Address of the proposed Sub-vendor's works where item is being manufactured</b> प्रस्तावित उप-विक्रेता के कार्यों का नाम और पता, जहां मद का निर्माण किया जा रहा है   | <b>Details of Contact Person:</b> संपर्क व्यक्ति का विवरण<br><b>(Name, Designation, Mobile, Email)</b> (नाम, पदनाम, मोबाइल, ईमेल)  |
| <b>iv.</b>  | <b>Annual Production Capacity for proposed item/scope of sub-contracting</b> उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए वार्षिक उत्पादन क्षमता  |  |
| <b>v.</b>   | <b>Annual production for last 3 years for proposed item/scope of sub-contracting</b> उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए पिछले 3 वर्षों का वार्षिक उत्पादन   |  |
| <b>vi.</b>  | <b>Details of proposed works</b> प्रस्तावित कार्यों का विवरण   |  |
| <b>1.</b>   | <b>Year of establishment of present works</b> वर्तमान फैक्टरी की स्थापना का वर्ष   |  |
| <b>2.</b>   | <b>Year of commencement of manufacturing at above works</b> उपरोक्त फैक्टरी में निर्माण कार्य शुरू होने का वर्ष  |  |
| <b>3.</b>   | <b>Details of change in Works address in past (if any)</b> पूर्व में फैक्टरी स्थल में परिवर्तन का विवरण (यदि कोई हो)   |  |
| <b>4.</b>   | <b>Total Area</b> कुल क्षेत्र  |  |
|             | <b>Covered Area</b> शामिल क्षेत्र  |  |
| <b>5.</b>   | <b>Factory Registration Certificate</b> फैक्टरी पंजीकरण प्रमाण पत्र  | <b>Details attached at Annexure – F2.1</b> विवरण अनुलग्नक- एफ 2.1 पर संलग्न है   |
| <b>6.</b>   | <b>Design/ Research &amp; development set-up</b> डिजाइन / अनुसंधान और विकास सेटअप <b>(No. of manpower, their qualification, machines &amp; tools employed etc.)</b> (श्रमिकों की संख्या, उनकी योग्यता, मशीन और उपलब्ध उपकरण आदि) | <b>Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design)</b><br><b>Details attached at Annexure – F2.2</b><br><b>(if applicable)</b> लागू / लागू नहीं, अगर विनिर्माण मुख्य संविदाकार / खरीददार के डिजाइन के अनुसार है) विवरण अनुलग्नक –एफ 2.2 पर संलग्न है। (यदि लागू हो) |
| <b>7.</b>   | <b>Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc)</b> मैनपावर विवरण के साथ समग्र संगठन का चार्ट( डिजाइन / विनिर्माण / गुणवत्ता आदि )  | <b>Details attached at Annexure – F2.3</b> विवरण अनुलग्नक – F2.3 में संलग्न है।  |



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

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|--|--|--|--|---|---|
| 8.   | <b>After sales service set up in India, in case of foreign sub-vendor(Location, Contact Person, Contact details etc.)</b> भारत में बिक्री सेवा की स्थापना के बाद, विदेशी उप-विक्रेता के मामले में( स्थल , संपर्क व्यक्ति, संपर्क विवरण आदि)  | <b>Applicable / Not applicable</b> लागू / लागू नहीं<br><b>Details attached at Annexure – F2.4</b> विवरण अनुलग्नक -2.4 पर संलग्न है।  |  |   |   |
| 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> फ्लोचार्ट सहित विनिर्माण प्रक्रिया निष्पादन योजना , जिसमें आउटसोर्स प्रक्रिया, यदि कोई हो, सहित कच्चे माल से तैयार उत्पाद तक विनिर्माण के विभिन्न चरणों को दर्शाया गया हो, | <b>Details attached at Annexure – F2.5</b> विवरण अनुलग्नक - F2.5में संलग्न है।   |  |   |   |
| 10.  | <b>Sources of Raw Material/Major Bought Out Item</b> कच्चे माल के स्रोत / खरीदे हुए मुख्य मद   | <b>Details attached at Annexure – F2.6</b> विवरण अनुलग्नक - F2.6में संलग्न है।   |  |   |   |
| 11.  | <b>Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing</b> कच्चे माल / खरीदे हुए मद, प्रक्रियाबद्ध, अंतिम परीक्षण, पैकिंग करते समय गुणवत्ता नियंत्रण   | <b>Details attached at Annexure – F2.7</b> विवरण अनुलग्नक - F2.7 पर संलग्न है  |  |   |   |
| 12.  | <b>Manufacturing facilities (List of machines, special process facilities, material handling etc.)</b> विनिर्माण सुविधा(मशीनों की सूची, विशेष प्रक्रिया सुविधाएं, सामग्री रख-रखाव आदि)   | <b>Details attached at Annexure – F2.8</b> विवरण अनुलग्नक - F2.8में संलग्न है।   |  |   |   |
| 13.  | <b>Testing facilities (List of testing equipment)</b> परीक्षण सुविधाएं( परीक्षण उपकरण की सूची )  | <b>Details attached at Annexure – F2.9</b> विवरण अनुलग्नक – F2. 9 में संलग्न है।   |  |   |   |
| 14.  | <b>If manufacturing process involves fabrication then-</b> यदि निर्माण प्रक्रिया में फेब्रिकेशन की गई है तो-<br><b>List of qualified Welders</b> पात्र वेल्डर की सूची<br><b>List of qualified NDT personnel with area of specialization</b> विशेषज्ञता के क्षेत्र सहित पात्र एनडीटी कार्मिकों की सूची  | <b>Applicable / Not applicable</b> लागू / लागू नहीं<br><b>Details attached at Annexure – F2.10</b> विवरण अनुलग्नक - F2.10में संलग्न है।<br><b>(if applicable)</b> लागू / लागू नहीं |  |   |   |
| 15.  | <b>List of out-sourced manufacturing processes with Sub-Vendors' names &amp; addresses</b> सब-वेंडर द्वारा बाह्य स्रोतों (उनके नाम और पते सहित)से करवाएं गए निर्माण प्रक्रियाओं की सूची  | <b>Applicable / Not applicable</b> लागू / लागू नहीं<br><b>Details attached at Annexure. –F2.11</b> विवरण अनुलग्नक - F2.10में संलग्न है।<br><b>(if applicable)</b> (यदि लागू हो)    |  |   |   |
| 16.  | <b>Supply reference list including recent supplies</b> नवीनतम आपूर्ति सहित आपूर्ति संदर्भ सूची   | <b>Details attached at Annexure – F2.12</b> विवरण अनुलग्नक - F2.12 में संलग्न है।<br><b>(as per format given below)</b> ( नीचे दिए गए प्रारूप के अनुसार )                          |  |   |   |
| <b>Project/ package</b><br>परियोजना /पैकेज | <b>Customer Name</b><br>ग्राहक का नाम  | <b>Supplied Item (Type/Rating/Model /Capacity/Size etc)</b><br>आपूर्ति की गई वस्तु (प्रकार / रेटिंग / मॉडल / क्षमता / आकार आदि)  | <b>PO ref no/date</b><br>पीओ संदर्भ सं. / तिथि | <b>Supplied Quantity</b><br>आपूर्ति की मात्रा | <b>Date of Supply</b><br>आपूर्ति की तारीख |
| 17.  | <b>Product satisfactory performance feedback letter/certificates/End User Feedback</b> उत्पाद के संतोषजनक प्रदर्शन संबंधी फीडबैक पत्र / प्रमाण पत्र / अंतिम उपयोगकर्ता फीडबैक  | <b>Attached at annexure - F2.13</b> अनुलग्नक F2. 3पर संलग्न है   |  |   |   |



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|--|--|---|
| 18.  | <b>Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating)</b> प्रस्तावित उत्पाद (एक समान या उच्च रेटिंग वाले) के लिए टाइप टेस्ट रिपोर्ट (टाइप टेस्ट विवरण, रिपोर्ट संख्या, एजेंसी, जांच की तारीख) का सारांश<br>नोट: - रिपोर्ट प्रस्तुत करने की आवश्यकता नहीं है<br><b>Note:- Reports need not to be submitted</b> | <b>Applicable / Not applicable</b> लागू / लागू नहीं<br><br><b>Details attached at Annexure – F2.14</b> विवरण अनुलग्नक - F2.1 4में संलग्न है<br><b>(if applicable)</b> (यदि लागू हो) |
| 19.  | <b>Statutory / mandatory certification for the proposed product</b> प्रस्तावित उत्पाद के लिए वैधानिक / अनिवार्य प्रमाणीकरण   | <b>Applicable / Not applicable</b> लागू / लागू नहीं<br><br><b>Details attached at Annexure – F2.15</b><br><b>(if applicable)</b> (यदि लागू हो)                                      |
| 20.  | <b>Copy of ISO 9001 certificate</b> आईएसओ 9001 प्रमाण पत्र की प्रति <b>(if available)</b> (यदि उपलब्ध हो)  | <b>Attached at Annexure – F2.16</b> अनुलग्नक में संलग्न - F2.1 6 है   |
| 21.  | <b>Product technical catalogues for proposed item (if available)</b> प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग (यदि उपलब्ध हो)   | <b>Details attached at Annexure – F2.17</b> विवरण अनुलग्नक - F2.1 7 में संलग्न है   |
| <b>Name:</b>     <b>Desig:</b>     <b>Sign:</b>     <b>Date:</b>    <br><b>नाम:</b>     <b>पद:</b>     <b>हस्ता</b>     <b>तिथि:</b>    <br><b>क्षर:</b> |  |   |

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



**Power Sector – PEM Noida  
Technical Pre - Qualification  
Requirements  
(For Open/Global Tender)**

**Project: 2X660 MW TALCHAR TPP, STAGE-III  
Package: MILL REJECT HANDLING SYSTEM**  
DEPARTMENT: **Mechanical Auxiliary  
Engineering**

Sheet 1 of 1

REV 00

1. Mill reject handling system offered by the Bidder shall be only from such manufacturer who has previous experience of manufacturing and supplying metallic belt conveyor type or chain flight conveyor type coal mill rejects handling systems of capacity 1.5 MTPH or higher for a pulverized coal-fired boiler unit which are in successful operation in at least one (1) plant for a period not less than one (1) year as on 06/06/2022.  
The reference mill reject handling systems should be of the same type i.e. metallic belt conveyor system or chain flight conveyor system as is being offered by the Bidder
2. For this the supplier has to submit performance certificate in English from end user along with copy of Purchase Order, meeting above mentioned pre-qualifying requirement.
3. Notwithstanding anything stated above, the BHEL/ NTPC reserves the right to assess the capabilities and capacity of the Bidder/ its subcontractors to perform the contract, should the circumstances warrant such assessment in the overall interest of the BHEL/NTPC.
4. Bidder shall provide all necessary data such as type, design, make, capacity, duty conditions, date of commissioning/ operation etc.