

ANNEXURE- IV for CIF Contents - 2X800MW Karim Nagar- Effluent Transfer System

Sl. No.	Description of items to be imported.	Unit	Qty.	Currency	Unit rate in foreign currency	Total CIF Contents
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
Note:- 1) Please upload unpriced copy with unpriced bid form and price copy in priced bid form. 2) Please add row if imported items are more than 15 items.						



PRE - QUALIFYING REQUIREMENTS

PROJECT: 2X800MW Karim Nagar

PACKAGE: Effluent Transfer System

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 66,00,000.00

Rs.Sixty Six 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 ≤ 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 ≤ 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 ≤ 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.

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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.



 For & On behalf of the Principal
 (Office Seal)

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

Place_____

Date_____

Witness: 
 (Name & Address) _____

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:

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

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) dated 04.06.2020 & 16.09.2020 an M/s..... qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.


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

Yours very truly


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

..... (Firm Name)


Company Stamp

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

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

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

Name:	Desig:	Sign:	Date:
नाम:	पद:	हस्ताक्षर:	तिथि:

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



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BHEL-PEM, NOIDA
SPECIAL CONDITIONS OF CONTRACT (SCC) REV 00
2 x 800 MW NTPC KARIMNAGAR Telangana STPP, Phase-I (SG Island Package)

These Conditions shall be read in conjunction with applicable General Condition of Contract enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.

- 1. Project Name** : **2 x 800 MW NTPC KARIMNAGAR Telangana STPP, Phase-I (SG Island Package)**
2 x 800 MW NTPC KARIMNAGAR Telangana STPP, Phase-I has been located within the MGR unloading bulb of NTPC's Ramagundam Super Thermal Power Station.
Latitude: 18° 44' 47" (N) to 18° 45' 30" (N)
Longitude: 79° 28' 06" (E) East to 79° 28' 36" (E).
TnSTPP is located at about 51 km from district headquarter Karimnagar and at about 1 km near Ramagundam village. The site is well connected through NH-07 and NH-16 through (Hyderabad-Mancherial Road popularly known as Rajiv Rahadari).
Nearest railway station: Ramagundam (5 km) lies on the main Kazipet-Balarshah Broad Gauge line of South Central Railway.
Nearest commercial airport: Hyderabad (210 km)
- 2. Consignee Address** : **For MAIN EQUIPMENT AND MANDATORY SPARES:-**
CONSTRUCTION MANAGER,
BHEL SITE OFFICE,
TELANGANA STPP, PHASE-I (2 X 800 MW),
DISTT. KARIMNAGAR, STATE- TELANGANA, INDIA
Notes : 1) **Consignee address in LR should be strictly as per above.**
2) **Vendor to note that to effect "Sale in Transit", BHEL shall issue "Delivery Order" to the Transporter for transferring the ownership from BHEL to the customer (NTPC).**
Delivery Order shall be carried by transporter along with other dispatch documents.
- 3. Buyer and Paying Authority** : **A) For Inter-state sales (where CST is applicable):**
1) BHEL-PEM, Noida (for those packages for which PO is placed by PEM).
2) BHEL-PSWR, Nagpur (for those packages for which PO is placed by BHEL-PSWR. However, LOA for Turnkey packages (in scope of PSWR) shall be issued by BHEL-PEM).
B) For Intra-state sales (where VAT is applicable):
Paying Authority shall be same as referred above. However, Buyer will be HPEP RC Puram Hyderabad. Detail requirements are enclosed as Annexure-I which are to be followed strictly.
- 4. Mode of Dispatch** : By Rail/Road.
Note : It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement.
- 5. Road Permit Requirement** : Required.
- 6. Transit Insurance** : **In BHEL Scope.**
Shall be furnished later.
Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / RR copy, Packing List/ Challan indicating the items dispatched (with their weights). A copy of above should be sent to the following:
a) BHEL Site office (Address same as Consignee address)
b) BHEL-PEM, Plot no 25, Sec 16-A, Noida 201301.
c) BHEL-PSWR, Nagpur (For Turnkey package)
- 7. BHEL-PEM TIN** : **09765702874** (To be used for PO issued by BHEL-PEM)
- 8. BHEL-PSWR, Nagpur TIN** : **27060300130C** (To be used for PO issued by PSWR, Nagpur)
- 9. Unloading at Site** : 1) **For Supply Packages:** In the scope of **BHEL Site**.
(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 sometimes may take 3-4 days. Transporters to be advised suitably before dispatch of materials in this regards.
2) **For Turnkey Package:** In the scope of **Vendor**.
- 10. Storage at Site** : 1) **For Supply Packages:** In the scope of **BHEL Site**.
2) **For Turnkey Package:** In the scope of **Vendor**.
- 11. Movement of Material Within Site** : 1) **For Supply Packages:** In the scope of **BHEL Site**.
2) **For Turnkey Package:** In the scope of **Vendor**.
- 12. Provision of Facilities at Site (Applicable for Turnkey Packages)** : a) **Construction Power:-** Vendor shall be provided with free electricity at one location only for the purpose of the contract at 415 V level. Vendor shall make their own further distribution arrangement and shall maintain a minimum drawal power factor of 0.8, and all such devices for maintaining power factor of 0.8, and all such devices for maintaining power factor of 0.8 or better shall be under the scope of Contractor. All temporary wiring must comply with local regulations and will be subject to inspection and approval before connection to supply. The free supply of power will not be provided for the use in the labour and staff
b) **Water:-** Contractor shall make all arrangement themselves for supply of construction water as well as potable water for labour and other personnel at the work site/colony.

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13. Inspection Agency

: Inspection of packages shall be carried out by agency as per below Inspection category of packages:

- 1) **Cat-I:** Inspection shall be done jointly or separately by **NTPC and BHEL or BHEL's TPIA**.
- 2) **Cat-II:** Inspection shall be done by BHEL only.
- 3) **Cat-III:** Certificate of Compliance shall be furnished by Vendor.

Note: Please note, for Cat I & II items BHEL reserve the right to carry inspection by themselves or through nominated third party inspection agency (TPIA). For Inspecting Agency for various items, vendor may refer to Quality Plan. Third party inspection agency, if any, shall be informed after award of contract.

14. Material Dispatch Clearance Certificate (MDCC) Issuing Agency

: For Cat-I item, MDCC shall be issued by NTPC and it's the responsibility of vendor to arrange MDCC from them and furnish **original MDCC** to BHEL. Copy of NTPC MDCC shall be attached with Invoice by Vendor for claiming payment from BHEL.
For Cat- II & Cat-III items, MDCC shall be issued by BHEL, which shall be valid for vendor payment. However, the vendor shall furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of NTPC MDCC by BHEL.

15. Dispatch Documents Required (to be furnished by Vendor)

: **A) For customer billing by PEM, the supplier shall provide the following documents to BHEL-PEM:**

- 1) Copy of Vendor Invoice (Original Invoice in case of VAT)
- 2) Original LR
- 3) Copy of Packing List indicating Quantity/ Gross weight/ Net weight and NTPC approved BBU item no. wherever applicable against each item dispatched.
- 4) Original NTPC MDCC for Cat-I items. BHEL shall obtain NTPC MDCC for Cat-II and Cat-III items.
- 5) Insurance intimation copy
- 6) Test certificate/Inspection Reports- Original (for Cat II & Cat III Packages)
- B) For Vendor payments following documents are required:**
 - 1) Invoice – original+1 copy (Paying Authority TIN and PAN should be mentioned in the Invoices). For VAT cases refer Annexure-I
 - 2) Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy (Consignee address shall be BHEL Site, as indicated in SI. no 2)
 - 3) Packing List - clearly showing number of packages, gross weight and net weight - original+1 copy
 - 4) Insurance intimation (Intimation to Insurance Agency to be sent on the same day of dispatch)- 2 copies
 - 5) MDCC from BHEL and Customer – 2 copies
 - 6) Guarantee Certificate in line with PO terms – Original + 1 copy
 - 7) PVC Calculation and copy of all applicable indices, if PVC applicable. – 2 copies
 - 8) Duty drawback documents (original excise invoice, original disclaimer certificate, original certificate from excise authority for payment of excise duty), if applicable. – original + 1 copy
 - 9) CQIR / Inspection Reports – Original+1 copy
 - 10) Delivery order- 2 copies
 - 11) For Freight payment: Transporter's document indicating the freight amount.
 - 12) For Claiming MRC Payment: Copy of MRC
 - 13) For Claiming Payment for Services involving Service Tax
 - a. Invoice should be as per rule 4A of Service Tax Act
 - b. Copy of Service Tax registration certificate
 - c. Copy of challan for Service Tax payment
 - 14) Filled up check list duly signed by the vendor.

In addition to the above, vendor may furnish mfg clearance/drg/docs approval date for the purpose of determining contractual delivery for expeditious processing of Invoices.

16. Dispatch Markings

: Each package/Drum delivered under the Contract shall be marked by Supplier as per details listed below and such marking must be distinct and in English language.

- 1) Name and address of the consignee (as given in SI. no 2)
- 2) Dispatched by: (Vendor name) : **A/c BHEL PEM, Noida or BHEL-PSWR, Nagpur** as the case may be.
- 3) LR No
- 4) Package No / Total Package No eg: 1 of N, 2 of N; where N=Total no of packages in a particular consignment.
- 5) Type of Supply: **"Main equipment supply"/ "Mandatory Spares"/ "Commissioning Spares"** as the case may be.
Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.

17. Packing Instructions

: **For Commissioning Spares:**

The commissioning spares shall be properly packed in separate box and each spare shall be properly tagged (Tag description matching with packing list) to facilitate their proper identification. One copy of Packing list must be put inside the Box.

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For Mandatory Spares:

The Mandatory spares shall be properly packed in separate box with **separate consignment no.** Project, Package description, BHEL's PO No. and date should also be clearly mentioned on the box. **Packing of Mandatory Spares should have a Red colour band all around the box/ package and words "MANDATORY SPARES" written in red colour** and each spare shall be properly tagged giving details i.e item number of the equipment in line with the CUSTOMER approved BBU for Mandatory spares & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer NTPC Ltd. One copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc.

IMPORTANT:-

One copy of packing list in each packet and one set of of approved standard manufacturer's erection instruction/operation manual shall be sent along with Consignment for immediate reference by BHEL site.

18. Taxes & Duties

- a) The project has been qualified through Project Import route. Accordingly the benefits applicable to PI project would be granted for this project. In this regard applicable documents such as Essentiality certificate will be issued by NTPC (ultimate customer). Under this, Concessional rate of Customs Duty shall be applicable on the Import Contents of the supplier respectively. Based on the above EC, Customs Duty Benefits will be passed on to the vendor. The Bidder to indicate the Import contents i.e. list of the item, Currency of Import and Country of Import including CIF value in their offers. BHEL shall inform, the availability of CIF value for a particular package, if any, at the time of NIT. The benefits availed in Concessional Customs Duty must be passed on to BHEL in their offer.
- b) All bidders to note being a PI Project, Excise Duty is applicable. Vendor shall quote ED separately in the price bid at applicable rate and ED will be reimbursed to vendor by BHEL For Main Supply and for Mandatory Spares, consideration of quoted ED in evaluation shall be intimated during techno-commercial evaluation of the bid.
- Vendor shall quote CST/ VAT (whichever applicable) separately in the price bid and CST/VAT shall be reimbursed to vendor by BHEL. For Main Supply and for Mandatory Spares, consideration of quoted CST/ VAT in evaluation shall be intimated during techno-commercial evaluation of the bid.

Form-C for claiming concessional sales tax (CST) shall be provided by BHEL against E I/ E II Forms, which shall be submitted by Vendor. VAT on intra -state dispatches shall be paid subject to conditions specified in Annexure -I.

Service Tax: Vendor to quote Service Tax at applicable rate & amount and the evaluation criteria for the same shall be as follows:

- For Turnkey Package (E&C in vendors scope): Service Tax on E&C shall not be considered for evaluation but Swachch Bharat Cess will be considered for evaluation.
- For Supply (in PEM scope) packages: Service Tax on all jobs shall be considered for evaluation.

Following information shall be provided by vendor in the Service Tax Invoice:-

- Vendor Service Tax Registration No. (15 digits)
- Nature of Service and its code
- Name and address of Service provider (Vendor)
- Name and address of Service receiver (BHEL)

CENVAT Credit: Wherever cenvat credit, if applicable could not be availed by BHEL within statutory time limit of six months (as per cenvat credit rule, 2014) due to delay in submission of invoices or for any other reason attributable to bidder/contractor, liability towards loss of such cenvat credit(Excise duty/service tax etc.) should be passed on to bidders/contractors.

Entry tax -If any, shall be payable by ultimate customer(NTPC) directly to tax authority. Hence the same should not be considered in the offer.

19. Submission of E1/E2 forms

- : Submission of E1/E2 forms shall be ensured by Vendor within the time specified in sales tax act OR before claiming MRC payment, whichever is earlier.
- BHEL PEM shall issue Form C to vendor on the basis of acceptance of E1/E2.

20. Final Drawings / Documents Submission

- : As per requirements given in Technical specifications

	Prepared by	Reviewed by	Reviewed by	Vetted by Finance	Issued by
Name:	Nitin Kumar	Manisha Gupta	P.K. Gautam		Deepak Gupta
Designation:	Sr. Executive/PGIII	Dy. Manager/PGIII	SDGM/PGIII		DH & AGM/PGIII
Signature:	<i>Nitin</i>	<i>Manisha</i>	<i>P.K. Gautam</i>	<i>Vetted for taxes & duties on 24/12/16</i>	<i>Deepak</i>
Date:	24.12.16				29/12/16

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**ANNEXURE - I****BHEL-PEM, NOIDA****2 x 800 MW NTPC Telangana STPP, Phase-I (SG Island Package)****Requirements to be fulfilled for Intra-State Sales**

In order to avail the benefit of input tax credit available to BHEL in case of VAT leviable on intra-state transaction between BHEL and vendor, & to fulfill the compliances as per requirements of applicable State's VAT law, the following modality shall be applicable:

BHEL has identified a nodal agency in each State to take care of VAT compliances in the State in which project is located. For the subject project nodal agency shall be:

BHEL, HPEP RC Puram Hyderabad,

Medak- 502 032

VAT TIN NO. 36360151179

Nodal agency is defined as Buyer and BHEL/ PEM shall be paying agency in such cases, where VAT is applicable.

Vendors' original tax invoice for intra State transactions is one of the important documents for availing Input Tax credit. In this regard the following may be noted by all vendors for strict compliance:


- 1) As a general rule, a tax invoice must be original, must contain vendor's TIN No with full address, invoice no & date, product description with unit rate, quantity, value, VAT rate, VAT amount, gross value of bill, **buyer i.e. BHEL's address with TIN**, (as given above) special marking like "Original" and/or "valid for input credit"/ Buyer can take credit against this" etc. as per applicable State VAT law.
- 2) Please note that BHEL's address and TIN to be mentioned in vendors tax invoice shall be **principal place of business & applicable TIN of nodal agency of BHEL, as given above. In no case the vendors, invoices shall be addressed to BHEL PEM nor shall they contain PEM TIN.** However for payment purposes, the invoice must mention BHEL PEM/BHEL PSWR, Noida as paying authority (as applicable).
- 3) As original tax invoice of vendors is to be furnished to nodal unit for assessment/VAT audit purposes, another one Original invoice is required to be submitted by vendors for retaining with PEM bank payment voucher.
- 4) Where the supplies are made from within the same state where the project is located, the vendor has to provide VAT invoice for such supplies even if the price quoted is all inclusive.
- 5) Original tax invoice along with extra copy of Original Tax invoice in line with respective state VAT law shall be essential document to be submitted by vendor for claiming payment.
- 6) Vendor shall also furnish a certificate/statement/document as prescribed under applicable State VAT law. Please note that some of the States requires additional certificate/documents e.g. Haryana requires certificate in form C-4 in addition to original tax invoice.
- 7) Please note that reimbursement/payment of VAT shall be subject to furnishing of Vat compliant tax invoice and other certificate/document as per applicable State VAT law.
- 8) Tax invoice must show VAT rate & VAT amount separately and in no case all inclusive prices is to be shown in the tax invoice since input credit is not admissible in case VAT is not indicated separately.
- 9) In case vendor is unable to furnish VAT compliant tax invoice & other certificate/document, VAT shall not be reimbursed by BHEL.

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BHEL-PEM-MAUX

PRE-QUALIFICATION CRITERIA

	Package : Effluent/Sewage transfer system	PE-PQ-999-164A-A002	
	PRE-QUALIFICATION REQUIREMENT	Date	14-05-2018
		Rev-	0

1.0	Supplier should have capabilities for design/ manufacture of pumping system used for Effluent/Sewage transfer comprising of Centrifugal/screw pumps with motor.
2.0	<p>The supplier has to submit either of the following supporting documents meeting above mentioned pre-qualifying requirement</p> <ul style="list-style-type: none"> a. 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) specifying that the product/ equipment is running successfully for one (1) year from date of commissioning meeting the minimum pre-qualifying requirement. OR b. Minimum two PO/LOI /LOA/ WO placed with a minimum gap of one (1) year from same purchaser meeting the minimum pre-qualifying requirement. OR c. Minimum one PO/LOI /LOA/ WO after commissioning of first order from same purchaser meeting the minimum pre-qualifying requirement. OR d. In case, vendor has executed contract (s) for BHEL-PEM, internal assessment by BHEL-PEM shall be followed for evaluation for satisfactory performance. For this, vendor to submit the request along-with relevant documents. OR e. Minimum three customer's/ third party's inspection reports/ test certificates/commissioning certificates meeting the minimum pre-qualifying requirement.
3.0	Minimum two (2) nos. Purchase orders, shall be submitted which should not be more than twenty (20) years old as on date of bid submission, for establishing continuity in business.

Supplier to comply general points of PQR available at <http://bhelpem.com/vensection/pmd/pmd.aspx> in case supplier is not OEM, the offer shall be evaluated as per point no 1 of general PQR.