

# NIT

for

PROCUREMENT OF BOROSILICATE  
GLASS BLOCK LINING MATERIALS  
ALONG WITH QA SUPERVISION DURING  
INSTALLATION & CONDUCTING WET  
STACK MODEL STUDY FOR NTPL FGD  
ADDITIONAL CHIMNEY

Tender No: ENQ 22 PUR PS 0005 PUR 1



BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR SOUTHERN REGION



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# **NOTICE INVITING TENDER (NIT)**

**BHARAT HEAVY ELECTRICALS LIMITED**

**POWER SECTOR SOUTHERN REGION**

**TENDER****Volume – IA: Technical Bid**

Tender No: ENQ 22 PS 0005 PUR 1 Date 10-05-2022 comprising of following:

<b>Salient Details of NIT</b>		
<b>S. No.</b>	<b>Issue</b>	<b>Description</b>
1.	Job	"Design, Manufacturing, Supply of Borosilicate lining system and Expert Supervision for installation works of Borosilicate Glass Block Lining for 150 mtr tall twin steel flue RCC chimney at 2 x 500 MW NTPL, Tuticorin
2.	E - Tender No	ENQ 22 PS 0005 PUR 1
<b>3.</b>	<b>Details of Tender Document</b>	
3.1	Volume_ I A	<ul style="list-style-type: none"> <li>❖ Technical Conditions of Contract (TCC)</li> <li>❖ Special Conditions of Contract (SCC)</li> </ul>
3.2	Volume_ I B	<ul style="list-style-type: none"> <li>❖ General Conditions of Contract (GCC)</li> </ul>
3.3		Techno-Comm1 – Compliance <ul style="list-style-type: none"> <li>❖ Check List</li> <li>❖ Declarations</li> <li>❖ PQR Response</li> </ul>
3.4	Volume_II	<ul style="list-style-type: none"> <li>❖ Price Bid</li> </ul>
4.	Issue of Tender Documents	From BHEL website (www.bhel.com) and <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)
5.	Due Date Of Offer Submission	<b>Date: 08-06-2022 Time: 10:00 hrs</b> <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> <b>Offer to be submitted in online only through e-procurement Portal.</b> (Bidders are requested to visit website to view corrigendum/ addenda/ amendments/ extension/ modification to PQ etc in the form of TCN before submitting offer).
6.	Opening of Tender (Techno-Commercial bid)	<b>Date : 08-06-2022 Time : 17:30 Hrs</b> <b><i>This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only</i></b>

Salient Details of NIT		
7.	Cost of Tender	Not Applicable
8.	Bid Security Declaration	Bid Security Declaration is mandatorily required to be submitted by bidders
9.	Earnest Money Deposit ( EMD)	Not Applicable
10.	Schedule Of Pre-Bid Discussion	Not Applicable
11.	Reverse Auction	Applicable
12.	Evaluation Currency	<b>INR</b>
13.	Last Date of Seeking Clarification	21-05-2022 <i>Along with soft version also, addressing to undersigned &amp; to others as per contact address given below.</i>
14.	Integrity Pact & Details of Independent External Monitor (IEM)	As per Integrity Pact Document enclosed. <b>Sh. Arun Chandra Verma, IPS (Retd.)</b> Email: acverma1@gmail.com and <b>Sh. Virendra Bahadur Singh, IPS (Retd.)</b> Email: vbsinghips@gmail.com
15.	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendum(s) & on e-tender portal <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> and not in the newspapers. Bidders to keep themselves updated with all such information

1.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly **signed and stamped or digitally** signed, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be**

**entertained. Unsolicited discounts received after opening of techno-commercial bids shall not be considered for evaluation.**

2.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Chennai. Copy of the proof of Demand Draft duly digitally signed is to be uploaded with the Techno Commercial offer on e-tender portal <https://eprocurebhel.co.in/nicgep/app>. However Original Demand Draft shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected.

### **3.0 E-Procurement Portal Inputs**

#### **Procedure for Submission of Offer for E – Tender**

Procedure for Submission of Tender is available in the "Bidder Manual for BHEL Bidders" at E-tender portal <https://eprocurebhel.co.in/nicgep/app>. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

#### **i. Hardware and Software requirements for participating in e-tender**

- ❖ Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://eprocurebhel.co.in/nicgep/app>

#### **ii. Digital Signature**

- ❖ To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website <http://www.bhel.com/home.php> → Tender Notifications → Sample Checklist.

#### **iii. NIC portal Helpdesk Contacts**

For any technical related queries please call at 24 x 7 Help

Desk Number 0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

International bidders are requested to prefix 91 as country code

#### **Email Support**

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in)

**iv. Note**

- i. Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained.

The Tenderers must submit their Tenders, as detailed below:

- ❖ PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)'
- ❖ PART-II (Price Bid)

SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for in-complete documents.

4.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.

5.0 BHEL reserve the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD). However, BHEL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.

6.0 Bidders must 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.

7.0 For any clarification on the tender document, the bidder may seek the same in writing or through e- mail as per specified format, within the scheduled date for seeking

clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

8.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

9.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc., or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else BHEL's interpretation shall prevail.

10.0 Unless specifically mentioned otherwise, bidder's quoted price shall have deemed to be in compliance with tender including PBD, if any.

11.0 Bidders shall submit Integrity Pact Agreement (Duly digitally signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. Detail of Independent External Monitor (IEM) for the subject tender is furnished above.

12.0 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of evaluation on pre-qualification criteria/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. BHEL's decision in this regard shall be final & binding. BHEL also reserve the right to reject bidder with unsatisfactory past performance in execution of a contract. BHEL reserves the right not to consider offers of parties under HOLD. BHEL's decision in this regard shall be final & binding.

13.0 Tenders must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in SCC, will be governed by GCC.

14.0 Validity of the offer shall be for **six months (180 days)** from the latest due date of offer submission.

15.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

16.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.



17.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

18.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory (through Digital Signature), as per the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

19.0 The bidder may have to produce original document for verification if so decided by BHEL.

20.0 In the course of evaluation, if more than one bidder happens to be L-1, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to be the L-1 subsequent to 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 authorised representative(s). Ranking will be done accordingly. BHEL's decision shall be final and binding in such situations.

#### 21.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Description in BOQ cum Rate Schedule
- c. Technical and Conditions of Contract
- d. Special Conditions of Contract
- e. General conditions of Contract

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc., may undergo change from time to time and the latest one shall be followed.

For BHARAT HEAVY ELECTRICALS LTD  
(AGM Pur)

## **IMPORTANT INFORMATIONS**

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR through BHEL e-procurement portal only. Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

- ❖ AGM Purchase, Email: [sprabhu@bhel.in](mailto:sprabhu@bhel.in), Ph: +91 – 044 – 24589541
- ❖ Manager Purchase, Email: [narayanan@bhel.in](mailto:narayanan@bhel.in), Ph: +91 – 044 – 24589445

### **1.0 Guidelines for Suspension of Business Dealings with Suppliers/ Contractors**

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site.

### **1.1 Integrity commitment, performance of the contract and punitive action thereof:**

#### **1.2 Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

#### **1.3 Commitment by Bidder/ Supplier/ Contractor:**

1.3.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.3.2 The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.3.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any

manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

### **Suspension of Business Dealings**

- ❖ It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format' etc. may undergo change from time to time and the latest one shall be followed.
- ❖ The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ([www.bhel.com](http://www.bhel.com) ---> Tender Notification - List of Banned Firms).
- ❖ Abridged version of the extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_adbridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf)
- ❖ All Statutory Requirements as applicable for these Projects shall be complied with

### ❖ BHEL Fraud Prevention Policy

"The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as so on as it comes to their notice."

- ❖ The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to take part in future tenders of BHEL.

### ❖ Performance Bank Guarantee/ Bank Guarantee

Where ever so required, the Supplier shall arrange to provide a Performance bank guarantee (PBG). The indigenous suppliers have to provide the PBG from any one of the Nationalized Banks, listed in the tender terms. However, the PBG shall be confirmed by any of the Bankers listed by us. The PBG shall guarantee the performance of the equipment / materials / items supplied and shall cover the guarantee period. The PBG shall have a claim period of 3 months in addition to the guarantee period. In the event of failure of the supplies made within the guarantee period, BHEL would encash the entire PBG. The PBG shall be for a value as cited in the tender document.

The supplier (/s) has to get the PBG format (pre-printed) from BHEL and get the same stamped by the Banker. Change of PBG terms either by the supplier's Banker or by the supplier, after servicing of the order is not acceptable. Similarly, PBG prepared by the supplier (typed by them) will also not be acceptable to BHEL. The pre-printed form issued by BHEL shall be used for making the PBG.

Acceptance of Bank Guarantee (BG) / Performance Bank Guarantee issued by:

a. Any of the BHEL consortium bank listed below:

➤ **Nationalised Banks Nationalised Banks**

- ❖ Allahabad bank
- ❖ Andhra bank
- ❖ Bank of Baroda
- ❖ Canara Bank
- ❖ Corporation bank
- ❖ Central bank
- ❖ Indian Bank
- ❖ Indian Overseas Bank
- ❖ Oriental bank of Commerce
- ❖ Punjab National Bank
- ❖ Punjab & Sindh Bank
- ❖ State Bank of India
- ❖ State Bank of Hyderabad
- ❖ Syndicate Bank
- ❖ State Bank of Travancore
- ❖ UCO Bank
- ❖ Union Bank of India
- ❖ United Bank of India
- ❖ Vijaya Bank

➤ **Public Sector Banks**

- ❖ IDBI

➤ **Foreign banks**

- ❖ CITI Bank N.A
- ❖ Deutsche Bank AG
- ❖ The Hongkong and Shanghai Banking Corporation Limited
- ❖ Standard Chartered Bank
- ❖ J P Morgan

➤ **Private Banks**

- ❖ Axis Bank
- ❖ The Federal Bank Limited
- ❖ HDFC
- ❖ Kotak Mahindra Bank
- ❖ ICICI

- ❖ Indusind Bank
- ❖ Yes Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Chennai, Tamil Nadu
- c. Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank

Note: "Bank Guarantees issued by Co-operative Banks are not acceptable".

- d. This PBG clause is a general clause and valid wherever BG (Bank Guarantee) / PBG (Performance Bank Guarantee) / CEBG (Contract Execution Bank Guarantee) is applicable
- e. List of banks may change from time to time, thus prior to submission of Bank Guarantee it is responsibility of successful bidder to get the confirmation of issuing Bank from BHEL

### **Reverse Auction Terms & Conditions**

- 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 the techno commercially qualified bidders.
- Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

### **MSE Vendors:**

#### **Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees and Earnest Money deposit (EMD)**

**Definition of MSME:** - As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME regarding change in definition of Micro, Small & Medium Enterprises (MSMEs) applicable w.e.f. 01.07.2020. According to the notification, following criterion is envisaged for definition of MSMEs:-

<b>S. No.</b>	<b>Type of Enterprise</b>	<b>New Criterion/ Definition</b>
1	Micro	a micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees
2	Small	a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees
3	Medium	a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed

		two hundred and fifty crore rupees
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The above shall be applicable to this tender and relevant documents (Udyam Registration Certificate) must be submitted to establish the MSME status by the bidder failing to which the bidder shall be considered on par with other non-MSME bidders.

**Earnest Money Deposit (EMD):** Not Applicable

**PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) CLAUSE:**

“For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.”

Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority. <https://www.mea.gov.in/> to be referred for latest details of competent authority and exemptions.

**Format – I**

(To be submitted in the bidder's letter head)

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

**Tender Specification No:**

Tender Description: .....

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

I/We hereby certify that I/ we the bidder < name of the

bidder.....  
.....> is / are

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of \_\_\_\_\_(Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

**Format - II**

**Bid Security Declaration Form**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

**To,**

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

**Sub: Bid Security Declaration**

**Ref: Tender Specification No:**

Tender Description: .....

1. I/We Mr/ Ms..... authorised person to sign the bid documents for tender pertaining to the captioned scope do hereby declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.
2. I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.
3. If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, if applicable or to submit security deposit as defined in the tender document/LOA, we will be suspended for the period of time as specified in the tender document from being eligible to submit bids/proposals to BHEL.

**Signature of the Authorised Signatory  
(With Name, Designation and Company seal)**

Place:

Date:



**Format - III**

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup> JUNE, 2020  
AND SUBSEQUENT ORDER(S)

*(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)*

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To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) **Tender Specification No:**

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of \_\_\_\_\_% and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

...

...

...

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

\*\* - *Strike out whichever is not applicable.*

**Note:**

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.

2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration **shall necessarily be the statutory auditor or cost auditor** of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

**Format – IV (a)**  
**Undertaking for Indian Bidders**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

**To,**

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref: Tender Specification No:**

I/We, \_\_\_\_\_ declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

**Sign. of the Authorised Signatory**  
**(With Name, Designation and Company seal)**

Place:

Date:

**Format – IV (b)**  
**Undertaking for Foreign Bidders**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

**To,**

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref: Tender Specification No:**

I/We, \_\_\_\_\_ declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy as on date, by any adjudicating authority/authorities of (country name), which will render us ineligible for participation in this tender.

**Sign. of the Authorised Signatory**  
**(With Name, Designation and Company seal)**

Place:

Date:

**Format - V**  
**DECLARATION**

Date: \_\_\_\_\_

To \_\_\_\_\_  
BHEL, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, \_\_\_\_\_ (NA, if not applicable).

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	

**Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.**

Regards,  
(\_\_\_\_\_)

From: M/s \_\_\_\_\_  
Supplier Code: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Format – VI**

**Declaration for prevention/elimination of suspected cartel formation between suppliers**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

**To,**

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

**Sub: Declaration for prevention/elimination of suspected cartel formation between suppliers**

**Ref: Tender Specification No:**

I/We hereby declare that I/We 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 contract, submission or non-submission of bids of any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

**Sign. of the Authorised Signatory  
(With Name, Designation and Company seal)**

Place:

Date:

**2 x 500 MW NTPL FGD – ADDITIONAL RCC CHIMNEY (150M HEIGHT)  
SUPPLY OF BOROSILICATE GLASS BLOCK LINING MATERIALS  
PRE-QUALIFICATION CRITERIA**

Bidder should fulfil the following criteria.

**A Technical Pre-Qualification Criteria for Supply of Borosilicate Glass Block Lining system**

A.1. The Firm should be a manufacturer of Borosilicate Lining System or authorized supplier of the manufacturer (OEM) and should have supplied, erected/ supervised erection of Borosilicate Block Chimney Lining system for at least one (1) number of RCC chimney of minimum 150 Meters height with steel flue can in a power plant.

A.2. The above Borosilicate Block Chimney Lining system should have completed satisfactory operation for a period of not less than one (1) year as on 04.08.2020.

**B Technical Pre-Qualification Criteria for Wet Stack Model Study**

B.1. The Bidder should have carried out one (1) No. wet stack flow model study along with design of the condensate collection system for the wet stack installed after wet limestone based FGD Absorber in a coal/lignite fired power plant, which is in successful operation for a period of at least one (1) year as on 04.08.2020.

Note:

1. The Bidder should furnish documentary evidence to prove (A.1.) & (A.2.) above by furnishing the following documents:
  - i. Bidder shall furnish the PO copy/ supporting documents of at least one (1) executed Contract as mentioned in 'A.1.' above.
  - ii. Corresponding certificate from owner for successful operation of 'borosilicate Glass block lining system' as mentioned in 'A.2.' indicating project name, date of issue of certificate, year of commissioning and name/ designation of the certificate issuer above.
  
2. The bidder shall furnish the following supporting documents (B.1.):
  - i. Bidder shall furnish the PO copy/ study reports of at least one executed contract as mentioned in 'B.1.' above.
  - ii. Owner performance feedback certificates for executed wet stack flow model study for the reference project as in 'B.1.', which has been successfully in use for at least one year as on 04.08.2020 indicating the project name, date of issue of certificate, year of commissioning and name/ designation of the certificate issuer.

3. For Sl.no.A, the Borosilicate Glass Block lining system means Supply includes Borosilicate Glass Block, Adhesive Membrane and Primer.
4. Bidder to submit all supporting documents in English, if documents submitted by bidder are in a language other than English, a self-attested English translated document should also be submitted.
5. An authorized supplier can represent only one OEM (Original Equipment Manufacturer) and should submit an authorization letter from OEM.
6. One Manufacturer can only give authorization letter to only one Authorised Supplier.
7. If the Manufacturer is directly participating in the bid, then authorised supplier of the Manufacturer cannot be considered as the bidder.
8. One Indian agent can represent only one foreign principal and only one offer for the tendered items. In order to maintain sanctity of the tender system, it is mandatory that one Agent cannot represent more than one Supplier or quote on their behalf in a particular tender. If any Agent represents more than one Supplier, all the offers of such Bidder/agent will be rejected.
9. Any additional document required in support of the above documents to establish the correlation between the above documents and the supplied items shall be provided by the bidder.
10. Purchase order copy, support drawings and documents/ technical details etc. submitted along with the bid, for which the bidder intends to furnish the performance feedbacks, will be considered as a reference only.
11. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/ collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
12. Consortium Bidding is not allowed.

**13. Declaration regarding Insolvency/ Liquidation/ Bankruptcy proceedings**

- i. **For Indian Bidders:** Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.
- ii. **For Foreign Bidders:** As per the respective country Bankruptcy Code, Bidder must not be under Liquidation / Bankrupted, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.

**b. Credentials furnished by the bidder against "PRE QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected and BHEL reserves the right to initiate any further action as per its internal guidelines.**

**14. Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) and Startups:**

- i. **Technical Pre Qualifying Requirement (PQR) for prior experience:** The technical pre-qualifying requirements, is relaxed by 50% (quantities or amount) of the



original Pre –Qualifying Requirement specified in the tender (round off to the higher limit or number. Further, if the required quantity as per Original PQR is only one (1), then relaxed PQR shall also remain the same, since quantity is non-divisible in this case.)

- ii. **Financial Pre Qualifying Requirement (PQR) including Turnover:** The financial pre-qualifying requirements is relaxed by 50% of the original Pre –Qualifying Requirement specified in the tender.
- iii. Other Pre-Qualifying requirements such as Machineries, BIS, or any form of licenses or customer approval or requirements other than stated in **Point no. (a) and (b)** above, shall remain the same for all bidders.
- iv. Definition of Startup shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any.

#### **C. Financial Pre-Qualification Criteria**

Bidders must have achieved an average annual financial turnover (Audited) of US\$ 0.50 Million or Rs. 3.795 crores, over any three years in the last four Financial Years (FY) i.e. 2018-2019, 2019-2020 and 2020-21.

##### **Explanatory Notes to Financial PQR:**

- (i) Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover QR above along with all annexures.
- (ii) In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover QR above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.
- (iii) If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant or Certified Accountant.
- (iv) Wherever financial year does not end on 31st March, preceding accounting years comprising twelve (12) months period for three (03) previous accounting years ending on or before 31st March, 2021 shall be considered.

#### **D. Customer Approval**

Credentials of the bidders meeting the prequalifying requirements and are techno-commercially qualified shall be forwarded to customer for their approval. Price bid of only those bidders who are approved by customer shall be opened.

#### **E Submission of Integrity Pact duly signed (IP)**

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with

techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have

After satisfactory fulfilment of all the above pre-qualification criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder /collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.

After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender subject to customer's approval.

## Annexure - I

### Integrity Pact (IP)

a) IP is a tool to ensure that activities and transactions between the company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as per format given at Volume 1D Formats (refer as in Annexure-IA) of this tender is to be submitted (duly signed and stamped by the authorized signatory who signs in the offer) along with Techno Commercial Bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.

Details of IEM for this tender is furnished below:

<b>SI No.</b>	<b>IEM</b>	<b>Address</b>
1.	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010

Applicable

NOTICE INVITING TENDER

Tender No:

b) Please refer section- 8 of the IP (refer as in Annexure-IA) for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Note: No routine correspondence shall be addressed to the IEM (Phone / Post / E mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issued shall be addressed directly to the tender issuing (Procurement) department. For all clarifications / issues related to the tender, please contact:

1. Mr.S Prabhu Kumar AGM /Purchase,  
BHEL-PSSR ,No 11 ,Tek Towers , Oggiumthoraiakkam,OMR  
Road,Chennai-600097  
44-24589541 , [sprabhu@bhel.in](mailto:sprabhu@bhel.in)

## Annexure – I A

### INTEGRITY PACT

#### Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 1 10049 (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 -  
**DESIGN AND SUPPLY OF BOROSILICATE GLASS BLOCK LINING SYSTEM, EXPERT SUPERVISION FOR INSTALLATIONWORKSOFLININGWORKSINCHIMNEY/DUCTANDWETSTACKFLOWMODELSTUDY**

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. Shri Arun Chandra Verma,IPS (Retd.) and Shri Virendra Bahadur Singh,IPS (Retd.) are the IEM's.

BHEL

AA:MM:IP:RO1 dtd 1.4.2010

## **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 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 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.

### **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 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.
- 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 Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 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 /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 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,
- 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 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 8.6 The Monitor will submit a written report to the CMD. BHFI\_ within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the C: MD, BI IEL, a substantiated suspicion of an offence under relevant IPC / PC Act , and the CMD , BI-IEL 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.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.
- 8.10 The word `Monitor' would include both singular and plural.

## Section 9 - Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 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: Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

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

BHEL

AA:MM: IP:RO1 dtd 1.4.2010

BHARAT HEAVY ELECTRICALS LIMITED			
POWER SECTOR SOUTHERN REGION			
Volume-IC - Techno-Commercial Compliance -Check list			
Tender Enquiry No:		ENQ 22 PUR PS 0005 PUR 1	
<b>Job:-</b> Design, Supply and Expert Supervision for installation works of Borosilicate Glass Block Lining including Wet Stack Flow Model Study			
<b>Bidder 's Name:</b>		<b>M/s</b>	
S.No	BHEL Requirements	Selection	Confirmation by Bidder (Fill details in each cell )
1	Bidder Company Name and Address	Fill details-->	
2	Contact person Name(Single point contact)	Fill details-->	
3	Designation	Fill details-->	
4	Contact Nos (mention 1st number)	Fill details-->	
5	Contact Nos (mention 2nd number)	Fill details-->	
6	Email IDs	Fill details-->	
7	Bids submitted in Two part bid system A. Part I- Pre-Qualification Criteria & Techno-Commercial bid B. Part II- Price bid	Mention <input type="checkbox"/> Yes/ <input type="checkbox"/> No -->	
8	Delivery Terms:CIF / FOR Destination	Mention <input type="checkbox"/> CIF/ <input type="checkbox"/> FOR -->	
9	Delivery period	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	
10	Payment terms	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	
11	Payment terms Loading	NA	No Deviation Allowed
12	Liquidity Damages (LD)	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	
13	Liquidity Damages Loading	NA	No Deviation Allowed
14	Risk Purchase	NA	No Deviation Allowed
15	Validity of Offer & Purchase Order	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	
16	Reverse Auction Terms & Conditions	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	
17	Pan Card submitted (for Indigenous Bidders)	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	
18	PAN No. (for Indigenous Bidders)	Fill details-->	
19	GST Registration Certificate submitted (for Indigenous Bidders)	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	
20	GST Registration no. (for Indigenous Bidders)	Fill details-->	
21	<b>Type of Company</b> <input type="checkbox"/> Private Limited Company/ <input type="checkbox"/> Public Limited Company/ <input type="checkbox"/> Proprietorship Firm/ <input type="checkbox"/> Partnership Firm / <input type="checkbox"/> Govt. Of India Undertaking / <input type="checkbox"/> State Govt. Undertaking / <input type="checkbox"/> One Person Company/ <input type="checkbox"/> Limited Liability Partnership/ <input type="checkbox"/> Co-Operative Society/ <input type="checkbox"/> Trust	Fill details-->	
22	Document in support of Type of company (Refer <b>Legends*</b> at Bottom of this excel)	Fill Details--> Click on <b>Legends</b> here to see details	
23	TYPE OF INDUSTRY (for Indigenous Bidders) ( <input type="checkbox"/> Micro/ <input type="checkbox"/> Small/ <input type="checkbox"/> Medium / <input type="checkbox"/> Others) (Valid Documentary evidence to be furnished)	Fill details-->	
24	MSE owned by (for Indigenous Bidders) <input type="checkbox"/> MSE (Owned by SC/ST) <input type="checkbox"/> Women Entrepreneurs <input type="checkbox"/> Not Applicable (Valid Documentary evidence to be furnished)	Fill details-->	

Bidder's Name:		M/s	
S.No	BHEL Requirements	Selection	Confirmation by Bidder (Fill details in each cell)
25	Proof of being MSE (for Indigenous Bidders)	Fill details-->	
26	MSE Certificate furnished (for Indigenous Bidders)	Mention <input type="checkbox"/> Furnished/ <input type="checkbox"/> Not Furnished -->	
27	UAM no. (if applicable) (for Indigenous Bidders)	Fill details-->	
28	No Deviation Certificate attached (with required compliance)	Mention <input type="checkbox"/> Furnished/ <input type="checkbox"/> Not Furnished -->	
29	Submitted Audited Profit and Loss Account for the last three years	Mention <input type="checkbox"/> Furnished/ <input type="checkbox"/> Not Furnished -->	
30	Submitted copy of executed Purchase Orders along with Proof of execution/ supply/ completion to satisfy Pre-Qualification Requirement (PQR) Proof of Completion (i.e. -Completion Certificate/ Copy of Invoices / LR Copies/ Delivery Challan/ Store Receipt Vouchers/ Payment Advice etc.)	Mention <input type="checkbox"/> Furnished/ <input type="checkbox"/> Not Furnished -->	
31	Acceptance of Terms & Conditions of 'Volume-IA Technical Bid'	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	
32	Acceptance of Terms & Conditions of 'Volume I-B General Conditions of Contract (GCC)'	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	
33	General Note: Any disparity between vendors Commercial offer and BHEL Checklist, only the BHEL checklist shall stand valid	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	
34	Provide the Rate of GST here ( in %) (for Indigenous Bidders)	Fill percentage rate -->	
35	Provide the HSN Code here (for Indigenous Bidders)	Fill details-->	
36	Acceptance to supply as per Technical Specification of material/ items as per tender	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	
37	Bid Security Declaration	Mention <input type="checkbox"/> Furnished/ <input type="checkbox"/> Not Furnished -->	
38	EMD Details	Fill Mode of submission and EMD details-->	Not Applicable
39	Type of Supplier (for Indigenous Bidders) <input type="checkbox"/> Class I Local Supplier <input type="checkbox"/> Class II Local Supplier <input type="checkbox"/> Non local supplier (Valid Documentary evidence to be furnished)	Fill details-->	
40	GeM Seller ID (if available)	Fill details-->	
41	Declaration of % Local Content (for Indigenous Bidders)	Fill details-->	

Signature/ Seal of Tenderer

#### LEGENDS

<b>*Document in support of Type of company shall be as follows</b>	
Private Limited Company	Memorandum of Association (MOA) + Articles of Association (AOA) + Certificate of Incorporation
Public Limited Company	Memorandum of Association (MOA) + Articles of Association (AOA) + Certificate of Incorporation
Proprietorship Firm	Professional Tax Regn./ Municipal Regn/ PAN of Firm (Proprietor)
Partnership Firm	Registered Partnership Deed duly signed by Registrar of Firms
Govt. Of India Undertaking	NA
State Govt. Undertaking	NA
One Person Company	Memorandum of Association (MOA) + Articles of Association (AOA) + Certificate of Incorporation
Limited Liability Partnership	MOA, AOA, LLP partnership agreement, Certificate of Incorporation (LLPIN)
Co-Operative Society	Certificate of Registration of society issued by Registrar of Societies along with its Society Rules and Bye Laws (as per Extant Act)
Trust	Registered Trust Deed

BHARAT HEAVY ELECTRICALS LIMITED

POWER SECTOR SOUTHERN REGION

Volume-IC - Formats & Declarations

Tender Enquiry No: ENQ 22 PUR PS 0005 PUR 1

Job:- Design, Supply and Expert Supervision for installation works of Borosilicate Glass Block Lining including Wet Stack Flow Model Study

Bidder's Name:

M/s

S.No	Declaration forms	Description	Selection	Confirmation by Bidder (Fill details in each cell)
1	Offer Forwarding letter	Offer Reference No:  Date	Fill details-->	
-	-	I/We hereby offer to carry out the Supplies detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-southern Region, in accordance with the terms and conditions thereof.  I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.  1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL 2. Notice Inviting Tender (NIT) 3. Price Bid 4. Techno Commercial Compliance 5. Technical Conditions of Contract 6. General Conditions of Contract  I/We further agree to execute all the Supplies referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	
2	Declaration by Authorised Signatory	Name of Authorised Signatory	Fill details-->	
-	-	I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification. I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender.	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	
3	No Deviation Certificate	We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.  We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.  We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.  We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	
4	Declaration for relation in BHEL	I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	
-	-	1. The Proprieter, Partner(s), Director(s) of our Company/Firm have any relation or relatives employed in BHEL?	Mention --> <input type="checkbox"/> Have relation or relatives employed in BHEL/ <input type="checkbox"/> Does not have relation or relatives employed in BHEL	
-	-	2.In case,the Proprieter, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL, their particulars are as mentioned here:  Note: If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	

5	<b>Non-Disclosure Certificate</b>	<p>I/We understand that BHEL PSSR is committed to Information Security Management System as per their Information Security Policy.</p> <p>Hence, I/We are submitting offer for providing services to BHEL PSSR against subject Tender Specification, hereby undertake to comply with the following in line with Information Security Policy of BHEL PSSR, Nagpur.</p> <ul style="list-style-type: none"> <li>- To maintain confidentiality of documents &amp; information which shall be used during the execution of the Contract.</li> <li>- The documents &amp; information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSSR.</li> </ul>	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	
6	<b>Declaration confirming knowledge about Site Conditions</b>	<p>I/We, hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law &amp; Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.</p> <p>I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms &amp; Conditions thereof.</p>	Mention <input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted -->	

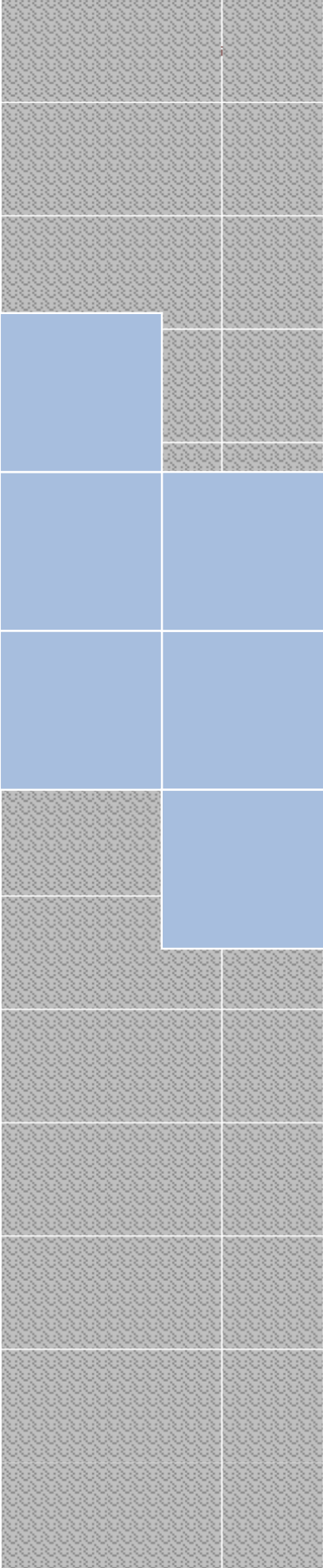
Signature/ Seal of Tenderer

BHARAT HEAVY ELECTRICALS LIMITED			
POWER SECTOR SOUTHERN REGION			
Bidder's Response to PQR (Borosilicate Glass Block Lining system)			
Tender Enquiry No:		ENQ 22 PUR PS 0005 PUR 1	
<b>Job:-</b>	Design, Supply and Expert Supervision for installation works of Borosilicate Glass Block Lining including Wet Stack Flow Model Study		
<b>Bidder 's Name:</b>		<b>M/s</b>	
S.No	PQR Criterion	Particulars of Purchase Order (along with proof of supply execution) submitted as credential of bidder	Explanation by vendor that how the information/data provided in the documents satisfy PQR criterion
A	Technical PQR-A		
B	Technical PQR-B		
B	Financial PQR-B	-	-
-	Turnover of FY 2020-21		
-	Turnover of FY 2019-20		
-	Turnover of FY 2018-19		

Bidder's Response to PQR (Wet Stack Flow Model Study)			
S.No	PQR Criterion	Particulars of Purchase Order (along with proof of supply execution) submitted as credential of bidder	Explanation by vendor that how the information/data provided in the documents satisfy PQR criterion
A	Technical PQR-A		

Signature/ Seal of Tenderer





# **SPECIAL CONDITIONS OF CONTRACT (SCC)**

**“Design, Supply and Expert  
Supervision for installation works  
of Borosilicate Glass Block Lining  
for 2 X 500 MW NTPL FGD,  
Tuticorin “**

**BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR SOUTHERN REGION**



## SPECIAL CONDITIONS OF CONTRACT (SCC)

S. No.	Description
<b>Volume-IA</b>	<b>Part-I: Contract specific details</b>
1.	Definitions of Terms
2.	Abbreviations
3.	Price
4.	Evaluation Criteria
5.	Variation of Contract Value
6.	Terms of Payment Against Supply and Documents to be submitted by Vendor for Payment
7.	Performance Bank Guarantee
8.	Guarantee Period
9.	Inspection
10.	Delivery Failure and Termination / Liquidated Damages
11.	Tenderer to Inform Himself fully
12.	Void
13.	Transit Insurance
14.	Circulars
15.	Indian Agent
16.	Agency Commission
17.	Rights of BHEL
18.	Patent Right
19.	Cartel Formation
20.	General Terms
21.	Taxes and Duties

## SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0	<p><b>DEFINITION OF TERMS:</b></p> <p>Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.</p>
1.1	<p><b>Purchaser</b> shall mean M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its Power Sector Southern Region (PSSR) which expression shall include its successors and assigns. It may also be referred to as BHEL.</p>
1.2	<p><b>Owner</b> shall mean the Customer or Client for whose project the enquiry is issued by Purchaser and shall include its successors and assigns as well as authorized officer(s)/ representative(s).</p>
1.3	<p><b>Consultant</b> shall mean the agency appointed by Owner or Purchaser to provide consultancy services for the project and shall include its successors and assigns as well as authorized officer(s)/ representative(s).</p>
1.4	<p><b>Tenderer</b> shall mean the Firm/ Company/ Organization which quotes against the Tender Enquiry issued by Purchaser. It may also be referred as Bidder or Vendor.</p>
1.5	<p><b>Order/ Contract</b> shall mean and include the general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, covering letters, schedule of prices and quantities, letter of intent/ award of the Purchaser, Integrity Pact (if applicable), special conditions applicable to the project and subsequent amendments mutually agreed upon. It may also be referred as Purchase Order.</p>
1.6	<p><b>Seller/ Contractor</b> shall mean the Firm/ Company/ Organization with whom the Order/ Contract is made and shall be deemed to include its successors, Representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred as Supplier.</p>
1.7	<p><b>Sub-Contractor</b> shall mean the person/ firm/ company/ organization to whom any part of the work has been sub-contracted by Seller/ Contractor, with the written consent of Purchaser, and shall include sub-contractor's heirs, executors, administrators, representatives and assigns.</p>
1.8	<p><b>Engineer</b> shall mean the authorized officer of Purchaser to act as the engineer on its behalf for the purpose of the Order/ Contract.</p>
1.9	<p><b>Site</b> shall mean and include the land and place on which the power station and related facilities are to be constructed and any adjacent land which may be</p>

## SPECIAL CONDITIONS OF CONTRACT (SCC)

	allocated or used by Owner or Seller/ Contractor in performance of the Order/ Contract.
1.10	<b>Tests on completion</b> shall mean such tests as prescribed in specifications and/ or tests mutually agreed upon by Purchaser and Seller/ Contractor, to be performed by Seller/ Contractor after erection of equipment to establish its satisfactory operation as per specifications.
1.11	<b>Commissioning</b> shall mean successful completion of Trial Operation and readiness of the contracted/ ordered plant and materials for commercial use. This will include all consumables and inputs required for pre-commissioning.
1.12	<b>Initial Operation or Trial Operation or Reliability Run</b> shall mean continuous integrated operation of the contracted/ ordered plant and materials under varying loads as proof of satisfactory operation for a specified period.
1.13	<b>Inspection Agency (IA)</b> shall mean person(s) authorized by Purchaser / Owner to inspect the stores as per Order/ Contract at Contractor's/ Sub-Contractor's works. Vendors to raise inspection call on BHEL – CQS website.
1.14	Month shall mean calendar month and week shall mean 7 days.
1.15	<b>Consignee</b> shall mean the official(s)/ person(s) to whom the stores are required to be delivered in the manner indicated in the Order/ Contract.
1.16	<b>Plant/ Equipment/ Stores</b> shall mean the goods, machinery, components, parts, spares etc. required to be supplied by Seller/ Contractor as per Order/ Contract.
1.17	<b>Contract Engineer (CE)</b> shall mean the official who signs the Order/ Contract on behalf of Purchaser.
1.18	<b>Site Engineer</b> shall mean officer of Purchaser/ Owner authorized to receive and verify the in-coming stores, and issue Material Receipt Certificate (MRC)/ Stores Receipt Voucher (SRV).
1.19	<b>Site Inspection Agency (Site IA)</b> shall mean person(s) authorized by Purchaser/ Owner to inspect the stores/ works included in Order/ Contract at the Project Site.
1.20	<b>GENERAL</b> The words incorporating singular shall include plural and vice-versa, the words incorporating masculine gender shall include feminine gender and vice-versa, and the words incorporating persons shall include bodies, corporate, limited liability companies, partnership and other legal entities.

## SPECIAL CONDITIONS OF CONTRACT (SCC)

**2.0 ABBREVIATIONS:**

<b>AWB</b>	Airway Bill
<b>BL</b>	Bill of Lading
<b>BOQ</b>	Bill of Quantity
<b>CIF</b>	Cost, Insurance and Freight
<b>CQ</b>	Corporate Quality
<b>CVD</b>	Countervailing Duty
<b>DMS</b>	Document Management System
<b>EMD</b>	Earnest Money Deposit
<b>E&amp;C</b>	Erection and Commissioning
<b>FOR</b>	Freight on Road
<b>GR</b>	Goods Receipt
<b>H1</b>	Bidder quoting highest landed cost to BHEL
<b>IP</b>	Integrity Pact
<b>IEM</b>	Independent External Monitor
<b>L1</b>	Bidder quoting lowest landed cost to BHEL
<b>LC</b>	Letter of Credit
<b>LOI</b>	Letter of Intent
<b>LOA</b>	Letter of Award
<b>LR</b>	Lorry Receipt
<b>MDCC</b>	Material Dispatch Clearance Certificate
<b>MRC</b>	Material Receipt Certificate
<b>MSMED</b>	Micro Small and Medium Enterprises Development
<b>NIT</b>	Notice Inviting Tender
<b>O&amp;M</b>	Operation & Maintenance
<b>PBG</b>	Performance Bank Guarantee
<b>P&amp;ID</b>	Process & Instrumentation Diagram
<b>PO</b>	Purchase Order
<b>PQR</b>	Pre-Qualification Requirement
<b>FGD</b>	Flue Gas Desulfurization

SPECIAL CONDITIONS OF CONTRACT (SCC)

<b>QS</b>	Quality Surveillance
<b>RA</b>	Reverse Auction
<b>RBI</b>	Reserve Bank of India
<b>RFQ</b>	Request for Quotation
<b>RR</b>	Railway Receipt
<b>SCC</b>	Special Conditions of Contract
<b>TCC</b>	Technical Condition of Contract
<b>USD</b>	United States Dollar
<b>INR</b>	Indian National Rupee
<b>LD</b>	Liquidated damages
<b>SBI</b>	State Bank of India
<b>PSSR</b>	Power Sector Southern Region, Chennai

## SPECIAL CONDITIONS OF CONTRACT (SCC)

<b>3.0</b>	<b>Price</b>
<b>3.1</b>	<p>A. Bids of Indigenous Bidders shall be in <b>Indian Rupee only</b> on <b>FOR destination site basis (Indigenous Bidders shall quote the rate excluding GST, GST cess and TCS, if any)</b></p> <p>B. Foreign bidders to quote in <b>USD only</b> on <b>CIF (Cost, Insurance &amp; Freight) basis (Port-Tuticorin)</b>. For CIF <b>Tuticorin</b> delivery, Insurance (Inland) and Transportation (Inland) shall be in BHEL scope. However, <b>FOR destination site</b> price for foreign bidder will be calculated by <b>loading</b> their <b>CIF (Port-Tuticorin) price</b> up to site as per SCC clause 4.3.</p>
<b>3.2</b>	<p>For importing materials on CIF basis, bidders to note following:</p> <p>a. Freight is to be quoted as inclusive in Basic price by vendor and is not to be quoted separately.</p>
<b>4.0</b>	<b>Evaluation Criteria and Ordering Philosophy</b>
<b>4.1</b>	<p>Conditional offers will not be considered.</p> <p>Tenders will be evaluated on the basis of total cost taken into consideration loadings, if any, and all available financial advantages, including those available from Owner, taxation authorities etc.</p>
<b>4.2</b>	<p>For evaluation, exchange rate (TT selling rate of State Bank of India) <b>as on date of tender opening (Part-I bid in case of two part bid) shall be considered</b>. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.</p>
<b>4.3</b>	<p>In case of foreign bidders, the quoted CIF price shall be loaded by following factors to arrive at total FOR Site price:</p> <p>a) Custom Duty as prevailing on date of Price Bid opening.</p> <p>b) Port handling/ clearing charges – @ 1% of CIF value.</p> <p>c) Inland freight- @ 1% of CIF value.</p> <p>d) LC charges of 1.5% of CIF value</p>
<b>5.0</b>	<b>Variation of Contract Value:</b>
<b>5.1</b>	<p>Rates shall remain Firm for any increase or decrease in the Order/ Contract value (Ex-works) up to plus or minus 30% (for any amendment) within three years from the date of original PO unless specified otherwise in NIT.</p>
<b>5.2</b>	<p>This tender is a Firm price contract.</p> <p>There is <b>no Price Variation Clause</b> during the currency of the contract.</p>
<b>6.0</b>	<b>TERMS OF PAYMENT AGAINST SUPPLY:</b>

## SPECIAL CONDITIONS OF CONTRACT (SCC)

	The bidder may opt for the terms of payment as per option A or option B which are specified hereunder:
	<b>OPTION – A: THROUGH STANDARD MODE OF PAYMENT FOR BOQ ITEM NO. 1 :</b>
6.1	<p><b><u>I. FOR INDIGENOUS BIDDER:</u></b></p> <p>The terms of payment are as specified hereunder:</p> <ol style="list-style-type: none"> <li>i. 80% of Basic Price of material supplied as per BOQ item No. 1 of BOQ cum Rate Schedule, along with 100% taxes and duties (as applicable) shall be paid on Despatch of material from Indian Port/ from Supplier's works in India (as applicable) within 90 days from the date of submission of following documents complete in all respects: <ol style="list-style-type: none"> <li>a. Original tax invoice with three copies.</li> <li>b. Original LR/RR.</li> <li>c. Packing List in one original and two copies.</li> <li>d. Copy of material dispatch clearance certificate (MDCC) issued by BHEL Site Engineer</li> <li>e. Copy of valid insurance policy dated not later than the dispatch date.</li> <li>f. Quality certificate in one original and two copies.</li> <li>g. Submission of valid performance Bank Guarantee as specified under Clause no. 7.</li> </ol> </li> <li>ii. 15% of Basic Price of material supplied as per BOQ item No. 1 of BOQ cum Rate Schedule shall be paid on issuance of Material Receipt Certificate (MRC) within 30 days from the date of submission of following documents complete in all respects or within 90 days from the date of submission of documents of Despatch whichever is later: <ol style="list-style-type: none"> <li>a. Signed commercial invoice in three originals.</li> <li>b. Material Receipt Certificate (MRC) issued by BHEL Site Engineer in one original and two copies.</li> </ol> </li> <li>iii. 5% of Basic Price of material supplied as per BOQ item No. 1 of BOQ cum Rate Schedule shall be paid on completion of application of Borosilicate Glass Block lining system throughout the flue liner and the flue gas duct as per the scope of work within 30 days from the date of submission of following documents complete in all respects: <ol style="list-style-type: none"> <li>a. Signed commercial invoice in three originals.</li> <li>b. Certification issued by BHEL Site-Engineer for completion of application of Borosilicate Glass Block lining system throughout the flue liner and the flue gas duct as per the scope of work in one original and two copies.</li> </ol> </li> </ol>



**SPECIAL CONDITIONS OF CONTRACT (SCC)**

<b>6.2</b>	<p><b><u>II. FOR FOREIGN BIDDER:</u></b></p> <p>i. 80% of CIF Price of material supplied as per BOQ item No. 1 of BOQ cum Rate Schedule shall be paid at 90 days from the date of submission of following documents complete in all respects:</p> <ul style="list-style-type: none"> <li>a. Full set of original on board marine bill of lading and three non-negotiable copies thereof.</li> <li>b. Signed commercial invoice in three originals with certification that the goods shipped are under non-negotiable list of foreign trade policy 2015-2020.</li> <li>c. Packing List in one original and two copies.</li> <li>d. Insurance policy or Insurance certificate in the currency of the credit dated not later than the shipment date.</li> <li>e. Certificate of origin in one original and two copies.</li> <li>f. Quality certificate in one original and two copies.</li> <li>g. Copy of material dispatch certificate (MDCC) issued by BHEL Site Engineer</li> <li>h. Copy of valid performance Bank Guarantee as specified under Clause no. 7</li> </ul> <p>ii. 15% of CIF price of material as per BOQ item no. 1 of BOQ cum Rate schedule shall be paid at 30 days from the date of issuance of material receipt certificate (MRC) against presentation of documents specified below or within 90 days from the date of submission of documents of Despatch whichever is later.:</p> <ul style="list-style-type: none"> <li>a. Material Receipt Certificate (MRC) issued by BHEL Site Engineer in one original and two copies.</li> <li>b. One copy of packing list.</li> </ul> <p>iii. 5% of CIF Price of material supplied as per BOQ item No. 1 of BOQ cum Rate Schedule shall be paid on completion of application of Borosilicate Glass Block lining system throughout the flue liner and the flue gas duct as per the scope of work certified by BHEL Site Engineer within 30 days from the date of submission of following documents complete in all respects:</p> <ul style="list-style-type: none"> <li>a. Signed commercial invoice in three originals.</li> <li>b. Certification by BHEL Site-Engineer for completion of application of Borosilicate Glass Block lining system throughout the flue liner and the flue gas duct as per the scope of work in one original and two copies.</li> </ul>
	<p><b>OPTION – B : THROUGH LETTER OF CREDIT FOR BOQ ITEM 1:</b></p>

SPECIAL CONDITIONS OF CONTRACT (SCC)

6.3

**I. For Indigenous bidder:**

- (i) Eighty percent (80 %) of Basic Price of material supplied as per BOQ item No. 1 of Rate Schedule, along with 100% taxes and duties (as applicable) shall be paid through irrevocable Usance Letter of Credit at 90 days from the date of submission of following documents:
- a. Full set of original on board marine bill of lading and three non-negotiable copies thereof.
  - b. Signed commercial invoice in three originals with certification that the goods shipped are under non-negotiable list of foreign trade policy 2015-2020.
  - c. Packing List in one original and two copies.
  - d. Insurance policy or Insurance certificate in the currency of the credit dated not later than the shipment date.
  - e. Certificate of origin in one original and two copies.
  - f. Quality certificate in one original and two copies.
  - g. Copy of material dispatch certificate (MDCC) issued by BHEL Site Engineer
  - h. Copy of valid performance Bank Guarantee as specified under Clause no. 7.
- (ii) Fifteen Percent (15%) of Basic Price of material supplied as per BOQ item No. 1 of BOQ cum Rate Schedule shall be paid through Usance Letter of Credit at 30 days from the date of issuance of material receipt certificate (MRC) against presentation of documents specified below or within 90 days from the date of submission of documents of dispatch whichever is later.:
- a. Material Receipt Certificate (MRC) issued by BHEL Site Engineer in one original and two copies.
  - b. One copy of packing list.
- (iii) Five percent (5%) of Basic Price of material supplied as per BOQ item No. 1 of BOQ cum Rate Schedule shall be paid through Usance Letter of Credit at 30 days on completion of application of Borosilicate Glass Block lining system throughout the flue liner and the flue gas duct as per the scope of work certified by BHEL Site Engineer from the date of submission of following documents complete in all respects.
- a. Signed commercial invoice in three originals.
  - b. Certification by BHEL Site-Engineer for completion of application of Borosilicate Glass Block lining system throughout the flue liner and the flue gas duct as per the scope of work in one original and two copies.

SPECIAL CONDITIONS OF CONTRACT (SCC)

6.4

**II. For Foreign Bidder:**

- (i) Eighty percent (80%) of CIF Price of material supplied as per BOQ item No. 1 of Rate Schedule shall be paid through irrevocable Usance Letter of Credit at 90 days from the date of submission of following documents:
  - a. Full set of original on board marine bill of lading and three non-negotiable copies thereof.
  - b. Signed commercial invoice in three originals with certification that the goods shipped are under non-negotiable list of foreign trade policy 2015-2020.
  - c. Packing List in one original and two copies.
  - d. Insurance policy or Insurance certificate in the currency of the credit dated not later than the shipment date.
  - e. Certificate of origin in one original and two copies.
  - f. Quality certificate in one original and two copies.
  - g. Copy of material dispatch certificate (MDCC) issued by BHEL Site Engineer
  - h. Copy of valid performance Bank Guarantee as specified under Clause no. 7.
  
- (ii) Fifteen percent (15%) of CIF price of material as per BOQ item no. 1 of rate schedule shall be paid through Usance Letter of Credit (LC) at 30 days from the date of issuance of material receipt certificate (MRC) against presentation of documents specified below or within 90 days from the date of submission of documents of Despatch whichever is later.:
  - a. Material Receipt Certificate (MRC) issued by Site official, respective BHEL site in one original and two copies.
  - b. One copy of packing list.
  
- (iii) Five percent (5%) of CIF Price of material supplied as per BOQ item No. 1 of BOQ cum Rate Schedule shall be paid through Usance Letter of Credit (LC) at 30 days on completion of application of Borosilicate Glass Block lining system throughout the flue liner and the flue gas duct as per the scope of work certified by BHEL Site Engineer from the date of submission of following documents complete in all respects:
  - a. Signed commercial invoice in three originals.
  - b. Certification by BHEL Site-Engineer for completion of application of Borosilicate Glass Block lining system throughout the flue liner and the flue gas duct as per the scope of work in one original and two copies.

## SPECIAL CONDITIONS OF CONTRACT (SCC)

6.5	<p><b><u>PAYMENT FOR EXPERT SUPERVISION FOR BOQ ITEM NO. 2:</u></b></p> <p>100% of the Price of Expert Supervision supplied as per BOQ item No. 2 of BOQ cum Rate Schedule, along with 100% Taxes &amp; Duties (as applicable) shall be paid monthly on prorata man-day basis. Payment shall be made monthly on the basis of consumed man-days as per the time sheet certified by BHEL Engineer in- Charge.</p>
6.6	<p><b><u>PAYMENT FOR WET STACK FLOW MODEL STUDY FOR BOQ ITEM NO. 3:</u></b></p> <p>a) 75% of Price of Wet Stack Flow Model Study as per BOQ item No. 3 of BOQ cum Rate Schedule, along with 100% Taxes &amp; Duties (as applicable) shall be paid after approval of study model report by BHEL/ BHEL's customer.</p> <p>b) 25% of Price of Wet Stack Flow Model Study as per BOQ item No. 3 of BOQ cum Rate Schedule shall be paid on completion of application of Borosilicate Glass Block lining system throughout the flue liner and the flue gas duct as per the scope of work certified by BHEL Site Engineer/ NTPL within 30 days from submission of following documents</p> <ol style="list-style-type: none"> <li>1. Signed commercial invoice in three originals.</li> <li>2. Certificate issued by BHEL Site-Engineer/NTPL for completion of application work in one original and two copies.</li> </ol> <p>c) Number of wet stack flow model study indicated in BOQ is tentative only. BHEL may ask bidder to perform Wet Stack Flow Model Study as per requirement. Payment shall be made on actual number of Wet stack flow model study carried by the bidder</p>

SPECIAL CONDITIONS OF CONTRACT (SCC)

6.7	<p><b>LC Payment term other than the above shall not be accepted at any cost.</b></p> <p><b>Note:</b></p> <ol style="list-style-type: none"><li>1) <b>Bidder that opts the Usance LC, the loading will be considered @ 1.5% on the offered Value on BOQ Item No.1.</b></li><li>2) In case of Usance LC, Opening and Closing charges shall be borne by the successful supplier. In case of LC extension caused by delays attributable to the Supplier, the LC extension / commitment charges are to be borne by the Supplier. <b>Usance LC Opening and Closing charges shall initially be paid by BHEL and subsequently be deducted from the supplier bills.</b></li><li>3) LC shall not be linked with delivery and normally LC will be opened one month prior to material readiness and kept valid for 120 days from the date of issue.</li><li>4) Deviation in payment term is not encouraged. In rare case, for any deviation sought in credit based Payment terms by bidder w.r.t. payment term, following loading shall be followed during evaluation of price bids: Base rate of State Bank of India (SBI) (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%; shall be considered for loading for the period of relaxation sought by bidders. In case supplier fails to complete the shipment within 120 days then the charges occurring for extension of LC will be deducted from suppliers account only.</li></ol>
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## SPECIAL CONDITIONS OF CONTRACT (SCC)

<b>7.0</b>	<b>PERFORMANCE BANK GUARANTEE / GUARANTEE DEPOSIT:</b>
<b>7.1</b>	<p><b>A. Supplier shall furnish Performance Bank Guarantee of 5% of the respective Material Dispatch Clearance Certificate Value excluding taxes and duties against Guarantee Period as per Clause 21 of TCC.</b></p> <p style="text-align: center;"><b>OR</b></p> <p><b>B. Supplier shall deposit 5% of the respective Material Dispatch Clearance Certificate Value as Guarantee Deposit amount excluding taxes and duties against Guarantee Period as per Clause 21 of TCC.</b></p>
<b>7.2</b>	<b>Performance Bank Guarantee shall be furnished within 20 days from the date of Material Dispatch Clearance Certificate.</b>
<b>7.3</b>	The Bank Guarantee / Guarantee Deposit shall be kept valid till the successful trial operation of the unit and thereafter till the entire Guarantee Period as per Clause no. 8.0 of SCC.
<b>8.0</b>	<b>Guarantee Period:</b>
	Refer clause 21 of Technical Condition of Contract
<b>9.0</b>	<b>Inspection:</b>
<b>9.1</b>	Refer clause 11 of Technical Condition of Contract. Supplier will intimate BHEL after readiness of 100% material at their works along with Manufacturing Test Certificate/Warranty Certificate. BHEL will issue MDCC (Material Dispatch Clearance Certificate) based on Manufacturing Test Certificates.
<b>9.2</b>	Material shall be dispatched only after issuance of MDCC (Material Dispatch Clearance Certificate) by BHEL.
<b>10.0</b>	<b>DELIVERY FAILURE AND TERMINATION / LIQUIDATED DAMAGES :</b>
	Timely dispatch/ delivery as stipulated in Order/ Contract shall be the essence of Order/ Contract. If the Seller fails to complete the dispatch within the time period stipulated in Order/ Contract, or within any extension of time granted by Purchaser, it shall be lawful for Purchaser to recover damages for breach of Order/ Contract without prejudice to any other rights and/ or remedies provided for, in the Order/ Contract and hereunder:
<b>10.1</b>	<b><u>DELAYED DELIVERY FOR SUPPLY OF BOROSILICATE GLASS BLOCK:</u></b>

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

Purchaser reserves the right to recover from the seller liquidated damages, a sum equivalent to half (½) percent of the total contract price of BOQ item no. 1 of rate schedule per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller fails to dispatch the supplies within the period stipulated in the Order.

The Seller shall supply the total quantities of Borosilicate Glass Block Materials as per BOQ item Sl no. 1 according to the drawing details provided in the tender documents/intimated. Bidder shall intimate quantities as per their design before dispatch clearance. In case of any shortfall in the supplied quantities as per the specifications/area specified as per BOQ item Sl. no. 1, the seller shall be liable for liquidated damages on the total price of BOQ item Sl. no. 1 of rate schedule. Also bidder has to complete the shortfall quantities without any extra cost to BHEL.

However, in case of upward revision in the total quantities of Borosilicate Glass Block Materials as per BOQ item Sl. no 1 due to increase of area in square meters at a later date, appropriate time extension as per mutual agreement shall be provided and the delivery schedule shall also be extended accordingly. In case of delay in supply of additional/enhanced quantities of Borosilicate Glass Materials, the Liquidated Damages shall be applied only on the value of additional quantities of supplies (required due to enhancement/revision in the area) as per amendment to Purchase Order.

In case of any amendment/ revision, LD shall be linked to the amended/ revised delivery date(s).

**For Indigenous Bidder:** The date of LR/GR/RR shall be considered the date of dispatch for levying LD in line with the provisions of time schedule specified at clause no. 4 of TCC. The date of delivery of Goods at Panki Site shall be considered the date of receipt of goods which should not be more than 10 days from the date of GR/LR/RR. In case, if date of receipt of material at destination is beyond ten (10) days from the date of LR/GR/RR, such excess period shall be considered for the purpose of applying liquidated damages.

**For Foreign Bidder:** The date of on board Marine Bill of Lading shall be considered the date of dispatch for levying LD in line with the provisions of time schedule specified at clause no. 4 of TCC. The shipping company's intimation regarding arrival of ship at destination port shall be considered the date of receipt of goods at the destination port which should not be more than one (01) month from the date of on Board marine Bill of Lading. In case, if date of receipt of goods at destination port is beyond one (01) month from the date of on Board Marine Bill of Lading, such excess period shall be considered for the purpose of applying liquidated damages.

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10.2	<p><b><u>Liquidated Damages Loading:</u></b></p> <p>In case bidder is not accepting the penalty clause for delayed supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder during price bid evaluation.</p>
11.0	<p><b>TENDERER TO INFORM HIMSELF FULLY:</b></p> <p>It is the responsibility of tenderer to keep himself informed about all taxes &amp; duties applicable on materials/ services as prevailing at the time of tendering. If the rates assumed by tenderer are less than the tariff rates prevailing at the time of tendering, the tenderer will be himself responsible for such under quotations.</p>
12.0	Void
13.0	<p><b><u>Transit Insurance:</u></b></p> <p><b><u>Indigenous Bidders</u></b></p> <p>Transit insurance from supplier's works/warehouse to BHEL site stores shall be arranged by BHEL. Upon dispatch of material supplier has to immediately intimate underwriter of BHEL failing which transit loss if any would be borne by supplier.</p> <p><b><u>Foreign Bidders</u></b></p> <p>For CIF Mumbai delivery, Insurance (Inland) shall be in BHEL scope</p>
14.0	All circulars issued by Indian Ministries from time to time shall be applicable.
15.0	<p><b><u>Indian Agent</u></b></p> <p>One Indian agent can represent only one foreign principal and only one offer for the tendered items. In order to maintain sanctity of the tender system, it is mandatory that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender. If any Agent represents more than one Supplier all such offers will be rejected.</p> <p><b>1. Mandatory submission of an Agency Agreement</b></p> <p><b>1.1</b> It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.</p>



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**1.2** The Agency Agreement should specify the precise relationship between the foreign OEM/foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.

**1.3** In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.

**1.4** Agents will file an authenticated Photostat copy duly attested by a Notary Public / Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent.

**1.5** Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the Foreign Principal.

### **2. Disclosure of particulars of agents / representatives in India**

#### **2.1 Tenderers of Foreign nationality shall furnish the following details:**

2.1.1 The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the agents / representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.

2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.

2.1.3 Confirmation of the Tenderer that the commission / remuneration, if any, payable to his agents / representatives in India, paid in Indian Rupees only.

#### **2.2 Tenderers of Indian Nationality shall furnish the following details:**

2.2.1 The Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status,

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	<p>i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.</p> <p>2.2.2 The amount of commission / remuneration included in the price(s) quoted by the Tenderer for himself.</p> <p>2.2.3 Confirmation of the foreign principals of the Tenderer that the commission / remuneration, if any, reserved for the Tenderer in the quoted price(s), paid in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.</p> <p><b>2.3</b> Failure to furnish correct and detailed information as called for in paragraph 2.1 &amp; 2.2 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.</p> <p><b>3.</b> The responsibility for successful execution of the contract (including indigenous supplies/services) lies with bidder. All bank guarantees to this effect shall be in the scope of the bidder.</p>
<p><b>16.0</b></p>	<p><b><u>Agency Commission</u></b></p> <p>a. In respect of offers from overseas suppliers, agency commission if any, payable to their agents in India, shall be explicitly shown separately in the Performa Invoice and shall be declared in techno-commercial offer. The agency commission if declared as cited shall be paid by BHEL in INR, subsequent to successful completion of the contract</p> <p>b. For calculation of rupee equivalent for agency commission, exchange rate as prevailing on the date of order will be considered.</p>

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<p><b>17.0</b></p>	<p><b><u>Rights of BHEL</u></b></p> <p>a) BHEL does not guarantee ordering of any specific quantity. BHEL reserves the right to negotiate or re-float the tender if the lowest offered price is not found competitive.</p> <p>b) In the event of our customer order covering this tender being cancelled / placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender/PO at any stage.</p>
<p><b>18.0</b></p>	<p><b><u>Patent Right</u></b></p> <p>The supplier shall at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods and services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.</p>
<p><b>19.0</b></p>	<p><b><u>Cartel Formation</u></b></p> <p>All the firms shall desist from forming cartel as the practice is prohibited under Section 3(3) (a) &amp; (d) of the competition Act 2002. If any such instance is observed during the tender, it will attract disciplinary action as per BHEL policies.</p>

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<p>20.0</p>	<p><b><u>General Terms</u></b></p> <p>a) Applicable Incoterms for this Tender is INCOTERM 2020</p> <p>b) Offer must be submitted in <b>Two-Part Bid only</b> i.e. techno-commercial bid and price bid separately. Single bid offer shall be liable for rejection.</p> <p><b>c) Consortium bidding is not allowed for the subject tender</b></p> <p>d) A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil</p>
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### SPECIAL CONDITIONS OF CONTRACT (SCC)

and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

- e) Part offer shall be rejected i.e. bidder must quote for the total tender quantity.
- f) Offers for Part Quantities on item level basis are not acceptable. Such partial offer would not be considered for evaluation and will be rejected.
- g) Bidder must quote the price elements mentioned in price schedule, if any element left blank shall be construed as the price is included CIF/ FOR price, as the case may be.
- h) Bidder shall fill the rates only in the Price format given. Other papers or documents along with the price bid inscribing the rates of material shall be liable for rejection.
- i) If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from the tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.
- j) In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage/ wharfage/ other related charges, arising out of the same shall be to the account of the Supplier and an amount of up to 5% of the invoice value will be retained towards above said charges and the difference if any between actual charges and recovery will be settled separately through supplementary invoice. Also, in such cases, the Supplier shall authorize the Steamer/ Shipping agent/ transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". Over-seas suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery order from the Steamer Agent without, producing the Original Bill of Lading. This is required to ensure avoidance of Incidence of Demurrage at Chennai seaport that may arise in case of delayed presentation of documents by the seller.
- k) In exceptional cases the Bidders may be requested by the Purchaser to extend the validity of their tenders up to a specified period. Such requests and responses thereto shall be conveyed by e-mail/EPs message or by fax/ telex/ cable. The tenderers, who agree to extend the tender validity, are to extend the same without any Change of modification of their Original tender and they are also to extend the validity period of the EMD (if any) accordingly. A tenderer who may not agree to extend its tender

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Validity after the expiry of the original order validity period, EMD furnished by them shall be forfeited.

l) In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Purchaser, the tender validity shall automatically be extended up to the next working day.

m) Foreign suppliers shall ensure that the benefits as applicable under the Comprehensive Economic Partnership Agreement (CEPA) with the Government of India are disclosed in the bid and relevant, documents such as Country of Origin, issued by the appropriate authority in the Country of export is provided by the vendor along with the dispatch documents. Bids shall be evaluated with such applicable benefits; In the event of seller failing to provide appropriate document to purchasers to avail disclosed concessional duty benefit in India, financial loss, so incurred, will be to the seller's account.

**n) Role of Agents**

i. BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders.

ii. BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).

iii. In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the

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	<p>foreign principal on account of the antecedents/ actions of their Indian agent.</p> <p>iv. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the Tender. Otherwise, it will be treated as that all terms and conditions as mentioned in the Tender) are acceptable in Toto.</p>
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## TAXES and DUTIES – For Supply

### A. For Indigenous Bidder

#### 1. All taxes and duty other than GST & Compensation Cess (herein after termed as GST)

All taxes/ duties/ Cess other than GST shall be deemed to be included in the offer Price.

The contractor shall pay all (**except the specific exclusion viz GST & Cess which is dealt with separately**) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract **and the same shall not be reimbursed by BHEL**. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

#### 2. Goods and service Tax (GST) & Cess -

##### For GST Registered bidder:

- 2.1. The successful bidder shall furnish proof of GST registration under GST Law, covering the supply and services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work. The bidder to specify in their offer the category of registration under GST i.e. Regular dealer or composite dealer.
- 2.2. Bidder's price/rates shall be exclusive of GST & Compensation Cess (herein after termed as GST).
- 2.3. Vendor / Contractor require to ensure that all benefits as per existing laws have been considered.
- 2.4. Price quoted by the composite dealer shall be considered as inclusive of GST. In the event of any change in the status of vendor / Contractor from composite to regular dealer after the submission of the bid but before completion of supply of services or goods, Contract value shall be amended to remove the embedded GST and any ITC benefit arising due to change of status, which shall be passed



on to BHEL. GST paid on the amended contract value shall be reimbursed at actuals against the Tax invoice if BHEL is able to take input tax credit. However, no reimbursement of GST shall be made if BHEL is not able to take input tax credit. The decision of BHEL in this regard will be final and binding on the vendor/contractor.

2.5.It is the responsibility of the vendor / contractor to adhere to all the provisions of E- Invoicing under GST Act (if applicable). As per the E-Invoicing provisions vendor / Contractor has to generate IRN and QR Code from the E-Invoicing system and the same need to be printed in the invoice submitted to their customer. Invoices that do not comply to the above requirements, will not be accepted by BHEL. If the successful Bidder is not falling under the preview of E-Invoicing, then he has to submit a declaration in that respect along with relevant financial statements. However, applicability of E-invoicing, shall be verified from the E-Invoicing portal on submission of vendor / Contractor GSTN. BHEL shall reimburse GST only if all the provisions of E-invoicing are complied with.

2.6.It is the responsibility of the vendor/ Contractor to issue the Tax Invoice strictly as per the format prescribed under the GST Act within the prescribed time period in order to enable BHEL to avail input tax credit within the due date. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge. Tax invoice should also contain below details

- a. Contractor Name and Contact details.
- b. GST No of Contractor
- c. PAN No of Contractor
- d. Document Type: Tax Invoice/ Debit Note/ Credit Note
- e. Category: B2B / B2C (B2B is only applicable w.r.t BHEL)
- f. Customer Name and Contact details / Bill To Details (as mentioned below)
- g. Unique Tax Invoice Number
- h. Invoice Date
- i. IRN No, QR Code, Acknowledgment No and Acknowledgment Date generated from E-Invoice Portal as per E-invoicing provisions under GST Act (If applicable)
- j. Place of Supply (as mentioned below)
- k. Description of service provided
- l. 8 Digit SAC code
- m. GST Rate
- n. Gross value of Invoice
- o. Taxable Value
- p. Tax / GST Amount
- q. Total Invoice value including GST.

Above are inclusive and not exhaustive list of requirements.

2.7. Bidder should mention the "Bill To" and "Place of supply" as below in the Tax Invoice

**Bill To:**

-----  
-----,  
-----  
State: -----  
GSTN of BHEL: -----

**Place of Supply:** Location of BHEL Site office

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-----,  
-----  
State: -----  
GSTN of BHEL: -----

2.8. The amount equivalent to the GST amount along with interest / penalty shall be withheld from the vendor / contractor payments towards non-compliance of GST/ Statutory provisions if the below requirements are not satisfied:

- a. The details of the invoice or debit note has been furnished/filed by the Vendor/ Contractor in the statement of outward supplies (presently in GSTR1 or IFF) and such details get reflected in the BHEL GST login (Presently in GSTR 2B) in the manner specified under GST Act.
- b. Details of vendor/contractor invoice reflected in BHEL GST login should match with the details in the tax invoice submitted by the vendor/contractor (Like Invoice no, Invoice date, GSTN, Place of supply).
- c. The tax charged in the invoice /debit note has been actually paid to the Government, either in cash or through utilization of input tax credit admissible by the Vendor/ Contractor.

- 2.9. In case, any GST credit is delayed/denied to BHEL or BHEL has to incur any liability (like interest / penalty) due to non/delayed receipt of goods or submission of tax invoice after the expiry of timeline prescribed in the relevant GST Act for availing ITC or any other reasons not attributable to BHEL, Then the same shall be recovered from the vendor/contractor along with interest levied/leviable on BHEL.
- 2.10. GST shall be levied on recoveries, wherever applicable and same shall be recovered from payments. BHEL shall issue / raise Tax invoice on contractor/vendors for such recoveries.
- 2.11. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Vendor / Contractor themselves. BHEL shall not issue or raise any Road Permit/ E- Way Bill for this purpose. Any claim or demand raised by the GST department for non-generation / non submission of E-way bill shall be to the contractor/ vendor account
- 2.12. BHEL shall not reimburse any expenditure incurred by the contractor towards demand, additional liability or interest / penalty etc., raised by the GST department due to issues such as wrong rates / wrong classification of services or goods.
- 2.13. Where GST is payable by BHEL under reverse charge basis, any demand raised or any interest or penalty levied / leviable by the GST department due to non-submission or delayed submission of invoice by the contractor or for any other reason not attributable to BHEL, the same shall be recovered from the vendor/contractor.
- 2.14. Tax Deduction at Source (TDS) as per Sec 51 of the CGST Act shall be deducted (if applicable). GST TDS certificate in Form GSTR -7A shall be issued to be contractor. However, GST TDS certificate can be generated only if the contractor accepts the TDS details uploaded by BHEL and files his return. If any specific exemption from GST TDS is applicable to any contractor/vendor, then a declaration to that effect along with relevant documents as may be required by BHEL, substantiating such exemption in line with GST law provisions or notification, shall be submitted by the vendor/contractor.

**For GST Unregistered bidder:**

- 2.15. In case, bidder is not required to register under Goods and service Tax (GST) & Cess, the same is to be specified in the offer.
- 2.16. Successful bidder to furnish a Self-declaration that registration under GST is not required or not applicable as per the provisions of GST Law along with relevant document and provisions in the GST law.
- 2.17. In case BHEL has to incur any liability (like interest / penalty etc.) due to non-compliance of GST law in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- 2.18. TDS under GST (as & when applicable) shall be deducted at prevailing rates on gross invoice value.
- 2.19. If RCM is made applicable at a later date, GST will be paid by BHEL to the department at applicable rate treating the quoted price as inclusive of GST if BHEL is not able to take Input tax credit.
- 2.20. In the event of any change in the status of bidder from unregistered to registered under the GST law after the submission of bid but before the completion of supply of services or goods, the same need to be intimated and all the clauses applicable for Registered bidder need to be followed. The vendor/contractor is required to pass on the ITC benefit arising due to change of status, to BHEL. Contract value shall be amended accordingly. GST paid on the amended contract value shall be reimbursed at actuals against the Tax invoice only if BHEL is able to take input tax credit.

### **3. CUSTOM DUTY**

- 3.1. Bidder to note that this is a Non- Mega Project. However, Essentiality Certificate shall be issued by the customer for availing concessional Custom Duty under **Project Import Regulations**
- 3.2. Bidder's price / rates shall be inclusive of concessional Custom Duty / IGST/ Compensation Cess on imported items.
- 3.3. Essentiality certificate shall be issued by customer through BHEL for the items to be imported by the vendor for specified items, limited to CIF content mentioned below for availing concessional custom duty

- 3.4. Vendor/ Contractor has to provide the details of Import content (CIF value both in Rupees and Foreign Currency) with list of items, quantity, Amount of CD and Rate of CD, Currency of Import, Country of origin etc., along with the offer
- 3.5. Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.
- 3.6. Vendor / Contractor shall be solely responsible for arranging the foreign exchange release for any material, component & bought out items that may be required to be imported and no foreign exchange will be paid or arranged by BHEL. Any increase or decrease in foreign exchange rate shall be borne by the vendor.
- 3.7. Vendor shall inform BHEL and provide the necessary documentation to obtain required certificated from BHEL to avail exemption. Obtaining custom duty benefit in line with the Essentiality Certificate issued shall be Vendor's Scope.
- 3.8. In case Essentiality certificate not issued by the customer, then the differential custom duty shall be reimbursed to the bidder on submission of supporting document to the satisfaction of BHEL.

#### **4. Statutory Variations**

3.1 In general, Statutory variation for GST is payable to the Vendor/Contractor during the contract period including extension thereof. Further, for period beyond the contract period, BHEL will reimburse the actual applicable tax even if the same is higher than the amount applicable within the contractual period in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the vendor/contractor otherwise vendor/contractor has to bear the differential upward increase in tax and quoted price is to be adjusted accordingly

3.2 No other variations except GST shall be payable by BHEL.

## **5. New Taxes/Levies**

In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract. However, Contractor/ Vendor shall obtain prior approval from BHEL before depositing new taxes and duties.

Any benefits arise out of new tax levies and/or abolition of existing taxes must be passed on to BHEL.

The decision of BHEL in this regard will be final and binding on the vendor/contractor.

## **B. For Foreign Bidder**

1. For Evaluation purpose, Customs duty, Safeguard duty and antidumping duty as applicable will be added to the price quoted by the bidder
2. Supplier shall mention the HSN code of each item quoted by them in the offer.
3. The HSN shall be mentioned in the invoice also for each item without fail.

## **4. Direct Tax**

- a. Vendor/ Contractor is required to update himself on its own and comply with provisions of Indian Income Tax Act as notified from time to time. Purchaser shall not be liable towards liability of income tax accruing to the vendor/contractor of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the vendor/ Contractor and his personnel

- b. Deductions of Tax at source as per Income Tax Act, at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per the statutory provisions. The Vendor/Contractor has to mention their Permanent Account Number (PAN) and GSTIN in all invoices.