

Item Rate BoQ

Tender Inviting Authority: BHEL-PEM

Name of Work: AGITATOR OF FGD SLURRY TANK for 3x800 MW PATRATU STPP PHASE-I Project

Tender Ref No: PE/PG/PA1/E-6956/2022, Dated: 04/05/2022

Name of the Bidder/
Bidding Firm
/ Company :

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

ANNEXURE-1: MAIN SUPPLY

PRICE SCHEDULE NOTES:

1) Bidder may quote part/full scope for item(s)/group of items mentioned at Sl. No. 1 and 2 of Annex-1. However, bidder has to quote complete scope for any group of items, for example if bidder chooses to quote for item Sl. No. 1, then bidder has to quote for all the fields under 1, i.e. Annex-1 - 1.1 to 1.3, Annex-2 - 1.11 to 1.15 and Annex-3 - 1.1 to 1.4. Failing to comply with the said requirement the bid shall be consider as incomplete and shall be liable for rejection.

2) Bidder to note that Bid shall be evaluated on itemwise basis against the prices quoted at
"Annex-1 - Sl. No. 1 (1.01 to 1.03), Annex-2 - Sl. No. 1 (1.11 to 1.15) and Annex-3 - Sl. No. 1 (1.1 to 1.4)"
 OR
"Annex-1 - Sl. No. 2 (2.01 to 2.10), Annex-2 - Sl. No. 2 (2.1 to 2.6) and Annex-3 - Sl. No. 2 (2.1 to 2.4)"
 respectively along with loading on account of guarantee power consumption (as applicable).

| NUMBER # | TEXT # | NUMBER # | TEXT # | NUMBER | TEXT # | NUMBER # | NUMBER | NUMBER | NUMBER | NUMBER | TEXT | NUMBER | NUMBER | NUMBER # | NUMBER # | TEXT # |
|----------|--|----------|--------|----------|---|---|---|--|----------------|--|--|------------|---|--|-----------------------|--------|
| Sl. No. | Item Description | Quantity | Units | HSN CODE | Quoted Currency in INR / Other Currency | UNIT EX-WORKS PRICE (To be entered by the Indian Bidder in INR) OR UNIT C&F CHENNAI PRICE (To be entered by Foreign Bidder in foreign currency) | TOTAL EX-WORKS PRICE OR TOTAL C&F CHENNAI PRICE | FREIGHT RATE (To be entered by the Indian Bidder only) | FREIGHT AMOUNT | GST TYPE (To be entered by the Indian Bidder only) | GST RATE (To be entered by the Indian Bidder only) | GST AMOUNT | TOTAL AMOUNT Without Taxes (For Indian Bidder=TOTAL EX-WORKS + FREIGHT) OR (For Foreign Bidder= TOTAL C&F CHENNAI PRICE) | TOTAL AMOUNT With Taxes (For Indian Bidder=TOTAL EX-WORKS + FREIGHT + GST) OR (For Foreign Bidder= TOTAL C&F CHENNAI PRICE) | TOTAL AMOUNT In Words | |
| 1 | 2 | 4 | 5 | 7 | 12 | 13 | 14 | 15 | 16 | 18 | 20 | 21 | 53 | 54 | 55 | |
| 1 | HORIZONTAL/SIDE ENTRY AGITATORS - MAIN SUPPLY ITEMS | | | | | | | | | | | | | | | |
| 1.01 | Auxiliary Absorbent Tank Agitator comprising of Complete Agitator Assembly, Gearbox/ V-belt drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft, Mechanical Seal, Mounting flanges with necessary fasteners and gasket. | 3.00 | SET | 84798970 | INR | | 0.0000 | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only | |
| 1.02 | Complete cable glands & lugs, cables (as applicable), cable trays/conduit for the above agitator motor's | 1.00 | LOT | 84798970 | INR | | 0.0000 | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only | |
| 1.03 | Special tools and tackles (if any) | 1.00 | LOT | 84798970 | INR | | 0.0000 | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only | |
| 2 | VERTICAL/TOP ENTRY AGITATORS - MAIN SUPPLY ITEMS | | | | | | | | | | | | | | | |
| 2.01 | Limestone slurry storage tank agitator comprising of Complete Agitator Assembly, Gearbox drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft, Mounting flanges with necessary fasteners and gasket. | 2.00 | SET | 84798970 | INR | | 0.0000 | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only | |
| 2.02 | Primary hydro-cyclone feed tank agitator comprising of Complete Agitator Assembly, Gearbox drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft, Mounting flanges with necessary fasteners and gasket. | 1.00 | SET | 84798970 | INR | | 0.0000 | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only | |
| 2.03 | Secondary hydrocyclone feed tank agitator comprising of Complete Agitator Assembly, Gearbox drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft, Mounting flanges with necessary fasteners and gasket. | 1.00 | SET | 84798970 | INR | | 0.0000 | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only | |
| 2.04 | Filtrate water Tank Agitator comprising of Complete Agitator Assembly, Gearbox drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft, Mounting flanges with necessary fasteners and gasket. | 1.00 | SET | 84798970 | INR | | 0.0000 | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only | |
| 2.05 | Waste Water Tank Agitator comprising of Complete Agitator Assembly, Gearbox drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft, Mounting flanges with necessary fasteners and gasket. | 1.00 | SET | 84798970 | INR | | 0.0000 | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only | |

| | | | | | | | | | | | | | | | |
|-----------------------------|--|------|-----|----------|-----|--|--------|--|--------|--|--|---------------|---------------|-----------|---------------|
| 2.06 | Absorber Area Drain Sump Agitator comprising of Complete Agitator Assembly, Gearbox drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft, Mounting flanges with necessary fasteners and gasket. | 3.00 | SET | 84798970 | INR | | 0.0000 | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2.07 | Gypsum Area Drain Sump Agitator comprising of Complete Agitator Assembly, Gearbox drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft, Mounting flanges with necessary fasteners and gasket. | 1.00 | SET | 84798970 | INR | | 0.0000 | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2.08 | Limestone area drain sump agitator comprising of Complete Agitator Assembly, Gearbox drive with Motor, All couplings- Motor to Gearbox and Gearbox to shaft, Mounting flanges with necessary fasteners and gasket. | 1.00 | SET | 84798970 | INR | | 0.0000 | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2.09 | Complete cable glands & lugs, cables (as applicable), cable trays/conduit for the above agitator motor's | 1.00 | LOT | 84798970 | INR | | 0.0000 | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2.10 | Special tools and tackles (if any) | 1.00 | LOT | 84798970 | INR | | 0.0000 | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| Total in Figures | | | | | | | | | | | | 0.0000 | 0.0000 | Zero Only | |
| Quoted Rate in Words | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | |
|-----------------------------|--|------|-----|----------|-----|--|--------|--------|--|--------|------------------|---------------|---------------|
| 2.51 | Impeller Assembly (1 LOT= 1 no. of each type) | 1.00 | LOT | 84799040 | INR | | 0.0000 | 0.0000 | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2.52 | Bearing Assembly (1 LOT= 2 no. of each type) | 1.00 | LOT | 84799040 | INR | | 0.0000 | 0.0000 | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2.53 | Motor (1 LOT= 1 no. of each type) | 1.00 | LOT | 84799040 | INR | | 0.0000 | 0.0000 | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2.54 | Belt and Pulley (If applicable) (1 LOT= 2 no. of each type) | 1.00 | LOT | 84799040 | INR | | 0.0000 | 0.0000 | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2.55 | Gear Box Assembly (If Applicable) (1 LOT= 1 no. of each type) | 1.00 | LOT | 84799040 | INR | | 0.0000 | 0.0000 | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2.6 | AGITATOR FOR DRAIN PIT (FOR ABSORBER AREA, GYPSUM AREA AND LIMESTONE AREA) | | | | | | | | | | | | |
| 2.61 | Impeller Assembly (1 LOT= 1 no. of each type & size) | 1.00 | LOT | 84799040 | INR | | 0.0000 | 0.0000 | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2.62 | Bearing Assembly (1 LOT= 2 no. of each type & size) | 1.00 | LOT | 84799040 | INR | | 0.0000 | 0.0000 | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2.63 | Motor (1 LOT= 1 no. of each type & sizing/rating) | 1.00 | LOT | 84799040 | INR | | 0.0000 | 0.0000 | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2.64 | Belt and Pulley (If applicable) (1 LOT= 2 no. of each type & size) | 1.00 | LOT | 84799040 | INR | | 0.0000 | 0.0000 | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2.65 | Gear Box Assembly (If Applicable) (1 LOT= 1 no. of each type & size) | 1.00 | LOT | 84799040 | INR | | 0.0000 | 0.0000 | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| Total in Figures | | | | | | | | | | | 0.0000 | 0.0000 | Zero Only |
| Quoted Rate in Words | | | | | | | | | | | Zero Only | | |

Item Rate BoQ

Tender Inviting Authority: BHEL-PEM

Name of Work: AGITATOR OF FGD SLURRY TANK for 3x800 MW PATRATU STPP PHASE-I Project

Tender Ref No: PE/PG/PA1/E-6956/2022, Dated: 04/05/2022

| | |
|---|--|
| Name of the Bidder/ Bidding Firm / Company : | |
|---|--|

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ANNEXURE-3: SUPERVISION CHARGES

PRICE SCHEDULE NOTES:

- 1) No. of site visit(s) (except per man day charges for supervision) as mentioned at S.N. 1.1 and 2.1 may vary, depending upon site requirement. Any variation in no. of visits shall be exercised based on unit rate arrived from S.N. 1.1 and 2.1 respectively.
- 2) No. of days at site for supervision (travel time is excluded) as mentioned at S.N. 1.2 and 2.2 may vary, depending upon site requirement. Any variation in no. of days shall be exercised based on unit rate arrived from S.N. 1.2 and 2.2 respectively.

| NUMBER # | TEXT # | NUMBER # | TEXT # | NUMBER | TEXT # | NUMBER # | NUMBER | TEXT | NUMBER | NUMBER | NUMBER # | NUMBER # | TEXT # |
|-----------------------------|---|----------|--------|----------|---|---|---|--|--|------------|--|---|-----------------------|
| Sl. No. | Item Description | Quantity | Units | HSN CODE | Quoted Currency in INR / Other Currency | UNIT EX-WORKS PRICE (To be entered by the Indian Bidder in INR) OR UNIT C&F CHENNAI PRICE (To be entered by Foreign Bidder in foreign currency) | TOTAL EX-WORKS PRICE OR TOTAL C&F CHENNAI PRICE | GST TYPE (To be entered by the Indian Bidder only) | GST RATE (To be entered by the Indian Bidder only) | GST AMOUNT | TOTAL AMOUNT Without Taxes (For Indian Bidder=TOTAL EX-WORKS + FREIGHT) OR (For Foreign Bidder= TOTAL C&F CHENNAI PRICE) | TOTAL AMOUNT With Taxes (For Indian Bidder=TOTAL EX-WORKS + FREIGHT + GST) OR (For Foreign Bidder= TOTAL C&F CHENNAI PRICE) | TOTAL AMOUNT In Words |
| 1 | 2 | 4 | 5 | 7 | 12 | 13 | 14 | 18 | 20 | 21 | 53 | 54 | 55 |
| 1 | HORIZONTAL/SIDE ENTRY AGITATORS - SUPERVISION OF SERVICES | | | | | | | | | | | | |
| 1.1 | Total lump sum prices for visits (should include travel expenses to/ fro site, visa/ insurance as applicable, intermediary stay) for Supervision of assembly, erection and commissioning, trial run at site & taining to O&M staffs | 1.00 | NOS | 998732 | INR | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 1.2 | Total lump sum prices including service charges, local transportation, boarding, lodging & other related expenses for Supervision of assembly, erection and commissioning, trial run at site & training to O&M staffs | 10.00 | DAYS | 998732 | INR | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 1.3 | Total Lump sump price including site visit charges, all transportation charges, boarding, lodging & other related expenses for successful conductance of Performance Guarantee test and handover in flawless condition of the package to the customer | 1.00 | LOT | 998732 | INR | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 1.4 | Total Lump sump price for training of employees of customer at manufacturer's works (3 persons for 2 days including lodging and boarding) | 1.00 | LOT | 998732 | INR | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2 | VERTICAL/TOP ENTRY AGITATORS - SUPERVISION OF SERVICES | | | | | | | | | | | | |
| 2.1 | Total lump sum prices for visits (should include travel expenses to/ fro site, visa/ insurance as applicable, intermediary stay) for Supervision of assembly, erection and commissioning, trial run at site & taining to O&M staffs | 3.00 | NOS | 998732 | INR | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2.2 | Total lump sum prices including service charges, local transportation, boarding, lodging & other related expenses for Supervision of assembly, erection and commissioning, trial run at site & training to O&M staffs | 50.00 | DAYS | 998732 | INR | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2.3 | Total Lump sump price including site visit charges, all transportation charges, boarding, lodging & other related expenses for successful conductance of Performance Guarantee test and handover in flawless condition of the package to the customer | 1.00 | LOT | 998732 | INR | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| 2.4 | Total Lump sump price for training of employees of customer at manufacturer's works (3 persons for 2 days including lodging and boarding) | 1.00 | LOT | 998732 | INR | | 0.0000 | | | 0.0000 | 0.0000 | 0.0000 | INR Zero Only |
| Total in Figures | | | | | | | | | | | 0.0000 | 0.0000 | Zero Only |
| Quoted Rate in Words | | | | | | | | | | | Zero Only | | |

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Item Rate BoQ

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Name of Work: AGITATOR OF FGD SLURRY TANK for 3x800 MW PATRATU STPP PHASE-I Project

Tender Ref No: PE/PG/PA1/E-6956/2022,Dated: 04/05/2022

| | |
|---|--|
| Name of the Bidder/ Bidding Firm / Company : | |
|---|--|

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ANNEXURE-4: GUARANTEED POWER CONSUMPTION FORMAT

NOTES:

- 1) Power consumption (KW) of motors shall be measured at motor input terminals when the system operating at the rated capacity
- 2) Total Estimated Power Consumption Figure for the above mentioned Agitators is considered as 270.0 KW which is to be treated as base power. Declared Guaranteed Power Consumption in this Format duly signed and stamped shall be submitted along with technical bid. Total GPC given by the bidder shall not exceed 270.0 kW failing which offer of bidder will not be considered for evaluation.
- 3) Total power (at Row No.18) and not individual power quoted by bidder shall be termed as 'Guaranteed Power consumption' (GPC) and bidder shall be liable to demonstrate compliance to GPC value during PG test/ Demonstration test at site. If the actual power consumption exceeds 270.0 KW , liquidated damages shall be payable by the successful bidder at the rate of USD 2129/- per KW excess power consumption over 270.0 KW. Such liquidated damages may be recovered by the BHEL by deduction from the contract price or by enforcing the contract performance guarantee or in any other manner deemed fit by the BHEL.This LD shall be over and above mentioned in clause no. 16.2 of GCC Rev. 07. Acceptable short fall limit for GPC WITH LD will be (+1%) of base power (270.0 kW).
- 4)Guaranteed Power consumption(GPC) will be applicable for only Vertical/ Top Entry Agitators as given below. No GPC is applicable for Horizontal / Side entry Agitators.

| NUMBER # | TEXT # | NUMBER # | NUMBER | NUMBER | NUMBER # | NUMBER # | TEXT # |
|-----------------------------|---|--------------------|-------------|---------|--|------------------------|--------|
| Sl. No. | Item Description | Quantity (Working) | Duty Factor | Standby | Power Consumption (KW) (at motor input terminal) | Power Consumption (KW) | |
| 1 | 2 | 4 | 6 | 7 | 13 | 53 | 55 |
| 1 | VERTICAL/TOP ENTRY AGITATORS - GUARANTEED POWER CONSUMPTIO | | | | | | |
| 1.1 | Limestone slurry storage tank agitator | 2.00 | 1.0000 | 0 | | 0.0000 | |
| 1.2 | Primary hydro-cyclone feed tank agitator | 1.00 | 1.0000 | 0 | | 0.0000 | |
| 1.3 | Secondary hydrocyclone feed tank agitator | 1.00 | 1.0000 | 0 | | 0.0000 | |
| 1.4 | Filtrate water Tank Agitator | 1.00 | 1.0000 | 0 | | 0.0000 | |
| 1.5 | Waste Water Tank Agitator | 1.00 | 1.0000 | 0 | | 0.0000 | |
| Total in Figures | | | | | | 0.0000 | |
| Quoted Rate in Words | | | | | | | |

Tender Inviting Authority: BHEL-PEM

Name of Work: AGITATOR OF FGD SLURRY TANK for 3x800 MW PATRATU STPP PHASE-I Project

Tender Ref No: PE/PG/PA1/E-6956/2022, Dated: 04/05/2022

Name of the Bidder/
Bidding Firm
/ Company :

ANNEXURE-II of GCC Rev07 (COST OF WITHDRAWAL)
 (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)

- NOTES:
- Cost of Withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) for Indian bidders and on C&F price for the Foreign bidders.
 - All the bidders have to list out all their technical & commercial deviations (if any) in details in the above format.
 - Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
 - Bidder shall submit duly filled un-priced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.
 - Bidder shall furnish price copy of above format along with price bid.
 - The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
 - Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
 - For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII of GCC, Rev-07 & Corrigendum to GCC Rev07 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
 - Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
 - All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in un-priced copy of this format.
 - Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
 - In case nature of cost of withdraw (positive/negative) is not specified it shall be assumed as positive.
 - In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

| NUMBER # | TEXT # | NUMBER # | TEXT # | TEXT # | NUMBER # | NUMBER | TEXT | TEXT | TEXT | TEXT | NUMBER # | TEXT # |
|-----------------------------|---|----------|--------|---|---|----------|--|--|---|-------------------------------|----------------------------|-----------------------|
| Sl. No. | Item Description | Quantity | Units | Quoted Currency in INR / Other Currency | COST OF WITHDRAWAL OF DEVIATION (To be entered by the Indian Bidder in INR) OR (To be entered by Foreign Bidder in foreign currency) | Page no. | Technical specification/tender document clause no. | Reference of price schedule of which cost of withdrawal of deviation is applicable | Nature of cost of withdrawal of deviation (positive / Negative) | Reasons for quoting deviation | TOTAL AMOUNT Without Taxes | TOTAL AMOUNT In Words |
| 1 | 2 | 4 | 5 | 12 | 13 | 14 | 18 | 19 | 24 | 25 | 53 | 55 |
| 1 | TECHNICAL DEVIATION (HORIZONTAL/SIDE ENTRY AGITATORS) | | | | | | | | | | | |
| 1.01 | Technical deviation | 1.00 | SET | INR | | | | | | | 0.0000 | INR Zero Only |
| 1.02 | Technical deviation | 1.00 | SET | INR | | | | | | | 0.0000 | INR Zero Only |
| 1.03 | Technical deviation | 1.00 | SET | INR | | | | | | | 0.0000 | INR Zero Only |
| 2 | TECHNICAL DEVIATION (VERTICAL/TOP ENTRY AGITATORS) | | | | | | | | | | | |
| 2.01 | Technical deviation | 1.00 | SET | INR | | | | | | | 0.0000 | INR Zero Only |
| 2.02 | Technical deviation | 1.00 | SET | INR | | | | | | | 0.0000 | INR Zero Only |
| 2.03 | Technical deviation | 1.00 | SET | INR | | | | | | | 0.0000 | INR Zero Only |
| 3 | COMMERCIAL DEVIATION (HORIZONTAL/SIDE ENTRY AGITATORS) | | | | | | | | | | | |
| 3.01 | Commercial deviation | 1.00 | SET | INR | | | | | | | 0.0000 | INR Zero Only |
| 3.02 | Commercial deviation | 1.00 | SET | INR | | | | | | | 0.0000 | INR Zero Only |
| 3.03 | Commercial deviation | 1.00 | SET | INR | | | | | | | 0.0000 | INR Zero Only |
| 4 | COMMERCIAL DEVIATION (VERTICAL/TOP ENTRY AGITATORS) | | | | | | | | | | | |
| 4.01 | Commercial deviation | 1.00 | SET | INR | | | | | | | 0.0000 | INR Zero Only |
| 4.02 | Commercial deviation | 1.00 | SET | INR | | | | | | | 0.0000 | INR Zero Only |
| 4.03 | Commercial deviation | 1.00 | SET | INR | | | | | | | 0.0000 | INR Zero Only |
| Total in Figures | | | | | | | | | | | 0.0000 | Zero Only |
| Quoted Rate in Words | | | | | | | | | | | | |

Tender Inviting Authority: BHEL-PEM

Name of Work: AGITATOR OF FGD SLURRY TANK for 3x800 MW PATRATU STPP PHASE-I Project


Tender Ref No: PE/PG/PA1/E-6956/2022, Dated: 04/05/2022

Name of the Bidder/
Bidding Firm
/ Company :

ANNEXURE-4 : CIF CONTENT


(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

| NUMBER # | TEXT # | NUMBER # | TEXT # | TEXT # | NUMBER # | NUMBER # | TEXT # |
|-----------------------------|---|----------|--------|--------------------|-----------------|-----------------|-----------------------|
| Sl. No. | DESCRIPTION | Quantity | Units | CURRENCY OF IMPORT | TOTAL CIF VALUE | TOTAL CIF VALUE | TOTAL AMOUNT In Words |
| 1 | 2 | 4 | 5 | 12 | 13 | 53 | 55 |
| 1 | LIST OF CIF ITEMS (HORIZONTAL/SIDE ENTRY AGITATORS) | | | | | | |
| 1.01 | - | 1.00 | LOT | USD | | 0.0000 | USD Zero Only |
| 1.02 | - | 1.00 | LOT | INR | | 0.0000 | INR Zero Only |
| 1.03 | - | 1.00 | LOT | INR | | 0.0000 | INR Zero Only |
| 1.04 | - | 1.00 | LOT | INR | | 0.0000 | INR Zero Only |
| 2 | LIST OF CIF ITEMS (VERTICAL/TOP ENTRY AGITATORS) | | | | | | |
| 2.01 | - | 1.00 | LOT | USD | | 0.0000 | USD Zero Only |
| 2.02 | - | 1.00 | LOT | INR | | 0.0000 | INR Zero Only |
| 2.03 | - | 1.00 | LOT | INR | | 0.0000 | INR Zero Only |
| 2.04 | - | 1.00 | LOT | INR | | 0.0000 | INR Zero Only |
| Total in Figures | | | | | | 0.0000 | Zero Only |
| Quoted Rate in Words | | | | | | | |

| | | | |
|--|--|-----------------------------------|------------|
|  | PROJECT: 3x800 MW PATRATU TPS | DOC NO.: PE-PQ-434-571-18000-A003 | |
| | PRE-QUALIFICATION REQUIREMENT (PQR) | DATE | 31.03.2022 |
| | AGITATORS | REV NO. | 00 |

| | |
|-----|---|
| 1.0 | <p>The bidder shall submit its credentials having previously designed (either by itself or under collaboration / licensing agreement), manufactured / got manufactured agitators (vertical and horizontal) in a Wet Limestone based FGD application in Coal fired power plant, which is in successful operation for a period of not less than one (1) year as on 08.09.2018. The rating of the Agitator shall not be less than that supplied for 500 MW or higher size unit for similar application. Bidder shall supply only the type of the equipment(s) for which the bidder is qualified.</p> |
| 2.0 | <p>In case bidder is not meeting above clause, it shall fulfil the requirement placed at Annexure-1 pertaining to the Provenness criteria for Agitators for the Flue Gas Desulphurisation System.</p> |
| 3.0 | <p>The supplier has to submit following supporting documents meeting above mentioned prequalifying requirement:</p> <ol style="list-style-type: none"> a) Copy of minimum one (1) performance certificate (in English) from end user along with copy of related Purchase Order (PO) or Letter of intent (LOI) or Letter of Award (LOA) or Work Order (WO) in support of PQR clause at S.No.1.0 above as applicable. These documents must contain details of both vertical as well as horizontal agitators. b) Copy of all documents to establish conditions as mentioned in Annexure-1 as applicable. <ol style="list-style-type: none"> i) Copy of document of incorporation of JV/ Subsidiary company in India. ii) Copy of valid ongoing collaboration / licencing agreement / technology transfer agreement. iii) Copy of document of at least 26% equity participation of qualified equipment manufacturer in the Indian JV company/subsidiary company directly or indirectly through its holding/Subsidiary company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such JV/Subsidiary or up to the end of defect liability period of the contract whichever is later. iv) The details of collaborator or technology provider of the qualified equipment manufacturer who meets the requirement stipulated at Annexure-1 shall be filled by the bidder in the format placed at Annexure- 2. <p>Bidder to furnish the requirement credentials/DJU, as applicable in the format, as enclosed at Annexure-2.</p> |
| 4.0 | <p>Bidder shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/purchase order.</p> |
| 5.0 | <p>Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern. The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.</p> |

784072/2022/PS-PEM-MAX

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|--|-------------------------------------|-----------------------------------|------------|
|  | PROJECT: 3x800 MW PATRATU TPS | DOC NO.: PE-PQ-434-571-18000-A003 | |
| | PRE-QUALIFICATION REQUIREMENT (PQR) | DATE | 31.03.2022 |
| | AGITATORS | REV NO. | 00 |

| | |
|-----|--|
| 6.0 | Notwithstanding anything stated above, BHEL/PVUNL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL/PVUNL. |
| 7.0 | After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender. |
| 8.0 | Group-wise (horizontal type/ Vertical type) agitator evaluation will be done ie. bidder can quote either both Horizontal (Side Entry) and Vertical type agitators (Complete Scope) or either Horizontal (Side Entry)/ Vertical type Agitators. Hence, part scope as defined above is acceptable. |

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Annexure-1 to Doc No. PE-PQ-434-571-18000-A003

1. A JV / Subsidiary Company formed for manufacturing and supply of equipment(s) as listed at clause no. 1.0 of document no. PE-PQ-434-571-18000-A003, in India can also manufacture such equipments, provided that it has a valid collaboration or licensing agreement for design, engineering, manufacturing of such equipment(s) in India with a qualified equipment manufacturer who meets the requirements stipulated at the said clause (or the technology provider of the qualified equipment manufacturer) for the respective equipment(s). However, in this case, the proposed JV / Subsidiary Company before resorting to design, engineering, manufacturing of such proven equipment(s) listed at said clause by himself should have sourced / shall source such proven equipment(s) for at least the first 800 MW unit completely from such qualified manufacturer. For subsequent units before taking up the manufacturing of such equipment(s), the bidder must create /have created manufacturing facilities at his works as per collaborator's/licenser's design, manufacturing and quality control system for such equipment(s). The agitators for sourcing from such qualified manufacturer for the first 800MW unit shall be Limestone slurry tank agitator (1 no.), Primary Hydro cyclone tank agitator (1 no.), Secondary Hydrocodone tanks Agitator (1 no.), Waste water tank agitator (1 no.), Filtrate water tank agitator (1 no.), Auxiliary absorbent tank agitator (3 nos.), Absorber area drain sump agitator (1 no.), Gypsum area drain sump agitator (1 no.), Limestone area drain sump agitator (1 no.).

Further, in such a case, such qualified equipment manufacturers should have, directly or indirectly through its holding company/ subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/ Subsidiary Company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture/ Subsidiary or up to the end of defect liability period of the contract, whichever is later. In addition, the Bidder along with the Indian Joint Venture Company/ Subsidiary Company, qualified equipment manufacturers and its holding/ subsidiary Company, as applicable, shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment as per the format enclosed in the bidding document. The DJU shall be submitted prior to the placement of order on the bidder for a particular equipment. In case of award, each executant of the DJU except the Bidder shall be required to furnish an on-demand bank guarantee for INR 1.5 Million (Indian Rupees One and Half Million only) for each equipment.

2. In case the Bidder is not manufacturer of proven Agitators as per clause no. 1.0 of document no. PE-PQ-434-571-18000-A002, but is a manufacturer of Agitators for similar process/duty application in petrochemical or metals and mining industry, the Bidder can also manufacture Agitators, provided it has collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such Agitators in India with such manufacturer who meet the requirements stipulated at the said clause. However, in this case, Bidder before resorting to design, engineering, manufacturing of such proven equipment by himself should have sourced / shall source such proven equipment for at least the first 800 MW unit completely from such qualified manufacturer. For subsequent units before taking up the manufacturing of such equipment, the bidder must create /have created manufacturing facilities at his works as per collaborator's /licenser's design, manufacturing and quality control system for such equipments. The agitators for sourcing from such qualified manufacturer for the first 800MW unit shall be Limestone slurry tank agitator (1 no.), Primary Hydro cyclone tank agitator (1 no.), Secondary Hydrocodone Tanks Agitator (1 no.), Waste water tank agitator (1 no.), Filtrate water tank agitator (1 no.), Auxiliary absorbent tank agitator (3 nos.), Absorber area drain sump agitator (1 no.), Gypsum area drain sump agitator (1 no.), Limestone area drain sump agitator (1 no.).

In addition, the Bidder along with the qualified equipment manufacturer shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment as per the format enclosed in the bidding document. The DJU shall be submitted prior to the placement of order on the bidder for Agitators. In case of award, each executant of the DJU except the Bidder shall be required to furnish an on demand bank guarantee for INR 1.5 Million (Indian Rupees One and Half Million only).

3. Before taking up the manufacturing of such equipment(s) as per clause 2 & 3 above, the Bidder must create (or should have created) manufacturing and testing facilities at its works as per Collaborator / licenser's design, manufacturing and quality control system for such equipments duly certified by the Collaborator / licensor. Further, the Collaborator / Licensor shall provide (or should have provided) all design, design calculation, manufacturing drawings and must provide (or should have provided)

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technical and quality surveillance assistance and supervision during manufacturing, erection, testing, commissioning of equipments.

4. BHEL/PVUNL reserves the right to fully satisfy himself regarding capability and capacity of the proposed arrangement and may prescribe additional requirement before allowing manufacture of the equipment listed above for this contract.

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Reviewed By

Approved By

THE FORMAT TO BE FILLED SEPARATELY FOR HORIZONTAL AND VERTICAL AGITATOR



E. **Agitators:** We declare that, we/our Sub-Vendor, have manufactured and supplied at least one (1) number of Agitators with rating not less than that supplied for 500 MW or higher size unit for similar application, Vertical/Horizontal type working in Wet Limestone based FGD application in Coal fired power plant and which has been in successful operation for minimum one(1) year reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder, as per the details furnished below::

| Sl. No. | Description | Reference Work |
|---------|--|-------------------|
| 1. | Name of the reference plant & location: | -- |
| 2. | Client name and his address: | |
| 3. | No. of units and capacity in MW of unit: | |
| 4. | Whether power plant is coal fired | -*Yes/*No |
| 5. | Whether operating in a Wet Limestone based FGD application in coal fired power plant | -*Yes/*No |
| 6. | Name of equipment manufacturer & address: | |
| 7. | Date of commission of the equipments: | |
| 8. | Model no. of the equipment: | |
| 9. | Brief Technical particulars of the equipments: | |
| 10. | Agitators supplied for |MW unit size |
| 11. | Whether the equipment(s) are in successful operation in atleast one(01) plant for a period not less than one(01) year reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder | -*Yes/*No |

Signature of authorized signatory.....

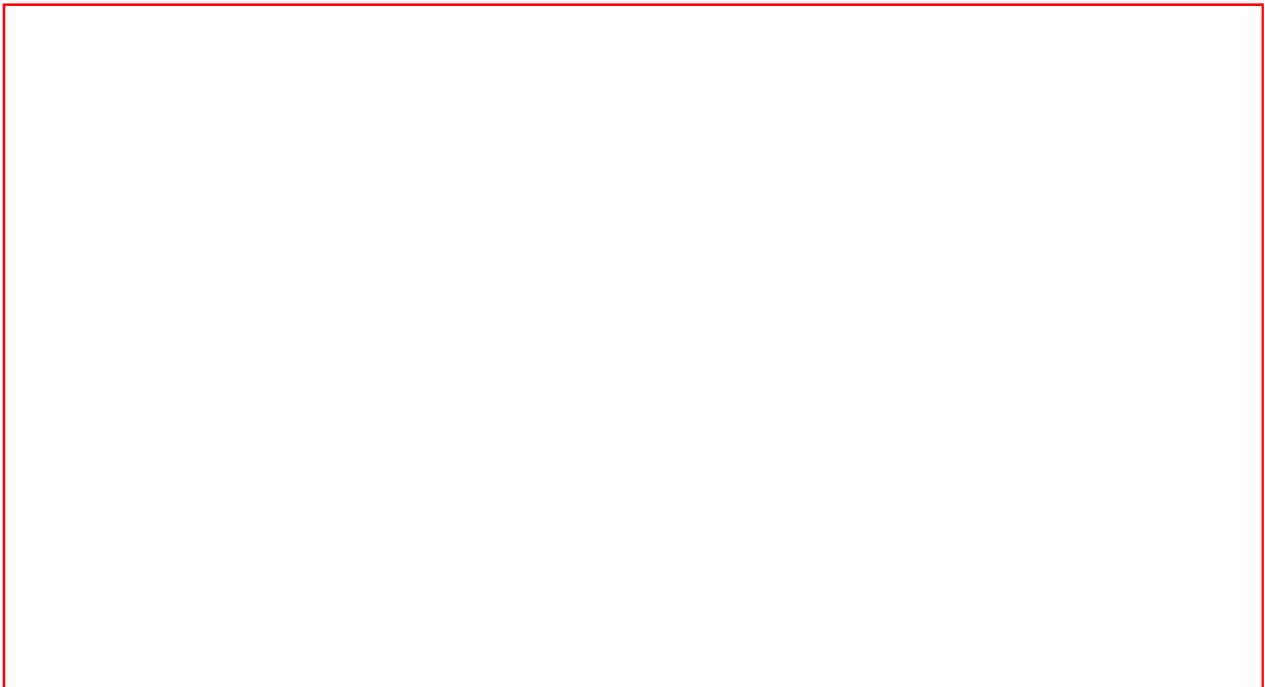
- 12. Flue gas Desulphurization system details:
 - *Technical extract/
 - *paper letter/ *email/
 - *Drawing from user or
 - *contract document or
 - *scheme or *any
 - document in public
 - domain enclosed at
 - annexure.....to
 - Attachment-3K

- 13. Scope of Work:
 - *Letter of Award or
 - *Contract or *P.O.
 - enclosed at
 - Annexure.....to
 - Attachment-3K

- 14. Performance details:
 - *Certificate/*Letter/*E-
 - mail from End user
 - enclosed at
 - Annexure.....to
 - ttachment-3K

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



Signature of authorized signatory.....

- 7. Date of commission of the equipment:
- 8. Model no. of the equipment:
- 9. Brief Technical particulars of the equipment:
- 10. Capacity-TPH
- 11. Whether the equipment(s) are in successful operation in atleast one(01) plant for a period not less than one (01) year reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder - *Yes/*No
- 12. Flue gas Desulphurization system details: *Technical extract/ *paper letter/ *email/ *Drawing from user or *contract document or *scheme or *any document in public domain enclosed at annexure.....to Attachment-3K
- 13. Scope of Work: *Letter of Award or *Contract or *P.O enclosed at Annexure.....to Attachment-3K
- 14. Performance details: *Certificate/*Letter/*E-mail from End user enclosed at Annexure.....to Attachment-3K

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

***2.00.00 Applicable for JV Company/Subsidiary Company meeting provenness criteria as per clause no. 4.26.2, Sub section-IA, Part-A of Section-VI. (Refer to Corresponding clause no. 2 of Annexure-1of PE-PQ-434-571-18000-A003)**

Signature of authorized signatory.....

2.01.00 We, hereby confirm that JV company/ Subsidiary company (Strike off whichever is not applicable) formed for manufacturing and supply of equipment(s) (*Slurry Recirculation Pumps, *Oxidation Blowers, *Wet Limestone Grinding Mills, *Slurry Pumps, *Agitators) has a valid collaboration or licensing agreement for design, engineering, manufacturing of such equipment(s) in India with a qualified equipment manufacturer who meets the requirements stipulated at clause 4.26.1 of sub-section-IA, Part-A, Section VI of bidding documents (or the technology provider of the qualified equipment manufacturer). Further, in such a case, such qualified equipment manufacturers is having, directly or indirectly through its holding company/subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/subsidiary company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture / Subsidiary or up to the end of defect liability period of the contract, whichever is later. Further, JV / Subsidiary Company (Strike off whichever is not applicable) before resorting to design, engineering, manufacturing of such proven equipment(s) (*Slurry Recirculation Pumps, *Oxidation Blowers, *Wet Limestone Grinding Mills, *Slurry Pumps, *Agitators) by himself should *have sourced /*shall source such proven equipment(s) (*Slurry Recirculation Pumps, *Oxidation Blowers, *Wet Limestone Grinding Mills, *Slurry Pumps, *Agitators) for at least the first 800 MW unit completely from such qualified manufacturer. For subsequent units before taking up the manufacturing of such equipment(s) (*Slurry Recirculation Pumps, *Oxidation Blowers, *Wet Limestone Grinding Mills, *Slurry Pumps,*Agitators), the *we/ *our sub vendor(s) *will create /*have created manufacturing facilities at his works as per collaborator's/licenser's design, manufacturing and quality control system.

In addition, the Bidder along with the Indian *Joint Venture Company/ *Subsidiary Company, qualified equipment manufacturers and its holding/ subsidiary Company, as applicable, shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment as per the format enclosed.

~~***3.00.00** **Applicable for Bidder/his sub vendors seeking provenness criteria as per clause no. 4.26.3, Sub section-I, Part-A of Section-VI.**~~

~~**3.01.00** We, hereby confirm that *we/*our sub-vendors is a manufacturer of Blowers/compressors for minimum 50 NM₃/min capacity. (Details of references enclosed at Annexure)~~

~~**(Data to be furnished in line with format given at 1.00.00 of this Attachment))**~~

~~**3.02.00** We further confirm that details in respect of collaboration / valid licencing agreement for the Oxidation Blower between *us/*our sub-vendors, as per 3.01.00 above, and with qualified Oxidation Blower manufacturer, who meets the requirement stipulated at clause **4.26.1**, sub-section-IA, Part-A, Section-VI are enclosed as per **Annexure.....** to this Attachment. The data in respect of proveneness criteria for the qualified Oxidation Blower manufacturer, which are in successful operation in at least one (1) plant for a period not less than one reckoned as on the date of~~

Signature of authorized signatory.....



***5.00.00** **Applicable for Bidder/his sub vendors seeking provenness criteria as per clause no. 4.26.5, Sub section-IA, Part-A of Section-VI. (Refer to Corresponding clause no. 3 of Annexure-1of PE-PQ-434-571-18000-A003)**

5.01.00 We, hereby confirm that *we/*our sub-vendors is a manufacturer of a manufacturer of Agitators for similar process/duty application in petrochemical or metals and mining industry. (Details of references enclosed at Annexure

(Data to be furnished in line with format given at 1.00.00 of this Attachment))

5.02.00 We further confirm that details in respect of collaboration / valid licencing agreement for the Agitator between *us/*our sub-vendors, as per 5.01.00 above, and with qualified Agitator manufacturer, who meets the requirement stipulated at clause **4.26.1**, sub-section-IA, Part-A, Section-VI are enclosed as per **Annexure-.....** to this Attachment. The data in respect of proveneness criteria for the qualified Agitator manufacturer, which is in successful operation in at least one (1) plant for a period not less than one reckoned as on the date of consideration for approval but not later than six months to award date of contract to the Main bidder are furnished below.

(Data to be furnished in line with format given at 1.00.00 of this Attachment)

Further, *we/*our sub-vendors before resorting to design, engineering, manufacturing of Agitator by itself *have sourced /*shall source Oxidation Blower for at least the first 800 MW unit completely from such qualified manufacturer who meets the requirement stipulated at clause **4.26.1**, sub-section-IA, Part-A, Section-VI. We further confirm that we/ our sub vendor(s) for subsequent units before taking up the manufacturing of such Agitator, *we/ *our sub vendor(s) *will create /*have created manufacturing facilities at his works as per collaborator's/licenser's design, manufacturing and quality control system.

In addition, the Bidder along with our sub-vendors, as per 5.01.00 above (if applicable) and the qualified Agitator manufacturer and its holding/ subsidiary Company, as applicable, shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment as per the format enclosed.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED
FOR(NAME OF EQUIPMENT)
AS PER CLAUSE 4.26.2 OF SUB-SECTION-I-A, PART A, SECTION VI
(Refer to Corresponding clause no. 2 of Annexure-1 of PE-PQ-434-571-18000-A003)
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR,
*INDIAN JOINT VENTURE COMPANY/*SUBSIDIARY COMPANY MEETING THE
REQUIREMENTS SPECIFIED AT CLAUSE NO. 4.26.2 OF SUB-SECTION-I-A, PART A,
SECTION VI ALONGWITH QUALIFIED EQUIPMENT MANUFACTURER
OF..... (NAME OF EQUIPMENT) MEETING THE REQUIREMENTS
AS PER CLAUSE 4.26.1 OF SUB-SECTION-I-A, PART A, SECTION VI AND ITS
*HOLDING/*SUBSIDIARY COMPANY, AS APPLICABLE FOR SUCCESSFUL
PERFORMANCE OF (NAME OF EQUIPMENT), IN WHICH
EXECUTANT OF THE DJU ARE JOINTLY AND SEVERALLY LIABLE FOR THE
SUCCESSFUL PERFORMANCE OF THE.....(NAME OF EQUIPMENT)**

The DEED OF UNDERTAKING executed thisday ofTwo thousand
.....by M/sa Company incorporated underhaving its
Registered Office at (hereinafter called the "Bidder/Contractor", which
expression shall include its successors, administrators, executors and permitted assigns) AND

**M/s, a (Name of Equipment)
Supplier/Manufacturer as per the requirement of Item 4.26.2 of sub-section-IA, Part-A, Section-
VI, incorporated under having its Registered Office at
..... (hereinafter called the "**Indian JV/*Subsidiary Company)", which
expression shall include its successors, administrators, executors and permitted assigns) AND

M/sa Company registered under the having its
Registered Office at (hereinafter called the "Qualified Equipment
Manufacturer", which expression shall include its successors, administrators, executors and
permitted assigns) AND

*M/s a Company registered under the having
its Registered Office at (hereinafter called the "**Holding/*Subsidiary
Company of Qualified Equipment Manufacturer", which expression shall include its successors,
administrators, executors and permitted assigns),

in favour of NTPC Limited, A Government of India Enterprise, incorporated under the
Companies Act, 1956, having its Registered Office at NTPC Bhawan, Scope Complex, 7,
Institutional Area, Lodhi Road, New Delhi-110003 INDIA (hereinafter called "NTPC" or
"Employer" which expression shall include its successors, administrators, executors and
assigns).

WHEREAS, the Employer invited Bids for design, engineering, manufacture, supply,
transportation to site, construction, installation, testing, commissioning and conductance of
guarantee tests for the **EPC Package for Patratu STPS Expansion Phase-I (3x800MW)**
(hereinafter referred to as "Plant") vide its Bidding Document No. **CS-9585-001-2**.

Signature of authorized signatory.....

AND WHEREAS vide clause 4.26.2 of Sub-Section-I-A, Part A, Section VI of bidding documents, it has been specified that a JV / Subsidiary Company formed for manufacturing and supply of equipment(s) in India as listed at clause no. 4.26.1 of Sub-Section-I-A, Part A, Section VI can also manufacture such equipments, provided that it has a valid collaboration or licensing agreement for design, engineering, manufacturing of such equipment(s) in India with a qualified equipment manufacturer who meets the requirements stipulated at clause 4.26.1 of Sub-Section-I-A, Part-A, Section-VI of bidding documents (or the technology provider of the qualified equipment manufacturer). Further, in such a case, such qualified equipment manufacturers should have, directly or indirectly through its holding company/ subsidiary company, atleast 26% equity participation in the Indian Joint Venture Company/ Subsidiary Company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture/ Subsidiary or upto the end of defect liability period of the contract, whichever is later. Further, the JV / Subsidiary Company before resorting to design, engineering, manufacturing of such proven equipment(s) listed at clause no. 4.26.1 of Sub-Section-IA, Part-A, Section-VI of bidding documents by himself should have sourced / shall source such proven equipment(s) for at least the first 800 MW unit completely from such qualified manufacturer. For subsequent units before taking up the manufacturing of such equipment(s), the bidder/ his sub-vendor(s) must create /have created manufacturing facilities at his works as per collaborator's/ licensor's design, manufacturing and quality control system for such equipment(s) In addition, the Bidder/Contractor along with the Indian Joint Venture Company/ Subsidiary Company, qualified equipment manufacturers and its holding/ subsidiary Company, as applicable, shall furnish DJU for each equipment in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment.

WHEREAS M/s (Bidder/Contractor) has submitted its proposal in response to the aforesaid Invitation for Bid by the Employer bearing No. dated for **EPC Package** for its **Patratu STPS Expansion Phase-I (3x800MW)** (hereinafter referred to as "Plant") against the Employer's Bidding Document No. **CS-9585-001-2**.

AND WHEREAS M/s (*Indian JV/*Subsidiary Company) has been formed for manufacturing and supply of equipment(s) as listed at clause no. 4.26.1 of Sub-Section-IA, Part A, Section-VI who has a valid collaboration or licensing agreement for design, engineering, manufacturing of(Name Of Equipment) in India with M/swho meets the requirements stipulated at clause 4.26.1 of Sub-Section-IA, Part A, Section-VI of bidding documents (or the technology provider of the qualified equipment manufacturer).

AND WHEREAS M/s (Qualified Equipment Manufacturer) is having, *directly *or *indirectly through its *holding company M/s...../ *subsidiary company M/s....., atleast 26% equity participation in the Indian *Joint Venture Company/ *Subsidiary Company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture Company/ Subsidiary Company or upto the end of defect liability period of the contract, whichever is later.

The Bidder/Contractor alongwith the Indian Joint Venture Company/Subsidiary Company, Qualified Equipment Manufacturers and its Holding / Subsidiary Company, as applicable, are required to jointly execute and furnish prior to the placement of order on the approved Joint Venture Company/ Subsidiary Company of (Name of equipment), an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto

Signature of authorized signatory.....

the Employer for successful performance of the (Name of Equipment) for **Patratu STPS Expansion Phase-I (3x800MW)**, fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per the Bidding Documents, in the event the bid is accepted by the Employer resulting into a Contract.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. We the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and Indian *JV/*Subsidiary Company and the Bidder/Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the (Name of Equipment).
2. In case of any breach of the Contract committed by the Indian *JV/*Subsidiary Company, we the Bidder/Contractor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the (Name of Equipment) and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Indian *JV/*Subsidiary Company's obligations stipulated under the Contract. Further, if the Employer sustains any loss or damage on account of any breach of the Contract for the (Name of Equipment), we the Bidder/Contractor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer jointly and severally undertake to promptly indemnify and pay such loss/damages caused to the Employer on its written demand without any demur, reservation, Contest or protest in any manner whatsoever. This is without prejudice to any rights of the Employer against the Contractor/ his Sub-Vendor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Indian *JV/*Subsidiary Company / **Bidder/Contractor before proceeding against the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer nor any extension of time or any relaxation given by the Employer to the Indian *JV/*Subsidiary Company / **Bidder/Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer.
3. Without prejudice to the generality of the Undertaking in paragraph 1 above, the manner of achieving the objective set forth in paragraph 1 above shall be as follows:
 - (a) We the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of the Qualified Equipment Manufacturer shall ensure that complete design, manufacturing, quality assurance and installation of the (Name of Equipment) is carried out inline with our manufacturing & quality drawings and procedures and shall be fully responsible for its compliance so as to ensure satisfactory, reliable, safe and trouble free performance of (Name of Equipment).

Further, we, the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer shall extend our quality

Signature of authorized signatory.....

surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Indian *JV/*Subsidiary Company's works and/ or at Employer's project site.

Further, the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer shall depute their technical experts from time to time to the Indian *JV/*Subsidiary Company works/ Employer's project site as required by the Employer and agreed to by Indian *JV/*Subsidiary Company to facilitate the successful performance of the (Name of Equipment) as stipulated in the aforesaid Contract.

Further, the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer shall ensure proper design, manufacture, installation, testing and successful performance of the (Name of Equipment) under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer shall advise the Indian *JV/*Subsidiary Company suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (b) In the event Indian *JV/*Subsidiary Company/**Contractor fail to demonstrate that the (Name of Equipment) meets the guaranteed parameters and demonstration parameters as specified in the contract, the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer shall promptly carry out all the corrective measures related to engineering services at their own expense and shall promptly provide corrected design to the Employer.
- (c) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the (Name of Equipment) and payment of financial liabilities and penalties and fulfillment of all other contractual obligations as provided under the contract shall be the joint and severally responsibility of the **Contractor and Indian *JV/*Subsidiary Company and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer.

4. We, the **Bidder/Contractor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and Indian *JV/*Subsidiary Company do hereby undertake and confirm that this Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the end of the defect liability period of the equipment covered under the Contract and further stipulate that the Undertaking herein contained shall terminate after ninety (90) days of satisfactory completion of such defect liability period. In case of delay in completion of defect liability period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. We further agree that this Undertaking shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.

Signature of authorized signatory.....

5. The **Bidder/Contractor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and Indian *JV/*Subsidiary Company will be fully responsible for the quality of all the equipment/main assemblies/components manufactured at their works or at their Vendors' works or constructed at site, and their repair or replacement, if necessary, for incorporation in the Plant and timely delivery thereof to meet the completion schedule under the Contract.
6. In case of Award, in addition to the Contract Performance Security for the Contract, the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and Indian *JV/*Subsidiary Company shall each furnish 'as security' an on demand Performance Bank Guarantee in favour of the Employer as per provisions of the bidding documents. The value of such Bank Guarantee shall be equal to **INR 1.5 Million (Indian Rupees One and Half Million)** and it shall be guarantee towards the faithful performance /compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The bank guarantee shall be unconditional, irrevocable and valid till ninety (90) days beyond the end of defect liability period of the last equipment covered under the Contract. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by the period of such delay. The guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.
7. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Contract Documents. This Deed of Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.
8. We, the Bidder/Contractor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and Indian *JV/*Subsidiary Company agree that this Undertaking shall form an integral part of the Contracts from the date of signing of this Deed of Joint Undertaking. We further agree that this Deed of Joint Undertaking shall continue to be enforceable till its validity.
9. That this Deed of Joint Undertaking shall be operative from the effective date of signing of this Deed of Joint Undertaking.

IN WITNESS WHEREOF, the Bidder/Contractor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and *Indian Joint Venture Company/ *Subsidiary Company Vendor through their authorised representatives, have executed these presents and affixed common seal of their respective companies, on the day, month and year first mentioned above.

1. WITNESS For M/s
(Bidder/Contractor)

..... (Signature of the Authorised

Signature of authorized signatory.....

(Signature Name)

Representative)

.....
(Official Address)

Name

Designation

Common Seal of the
Company

1. WITNESS

For M/s
(Indian *JV/*Subsidiary Company)

.....
(Signature Name)

(Signature of the Authorised
Representative)

.....
(Official Address)

Name.....

Designation

Common Seal of the
Company

1. WITNESS

For M/s
(Qualified Equipment Manufacturer)

.....
(Signature Name)

(Signature of the Authorised
Representative)

.....
(Official Address)

Name.....

Designation

Common Seal of the
Company

1. WITNESS

*For M/s
(*Holding/*Subsidiary Company of
Qualified Equipment Manufacturer)

.....
(Signature Name)

(Signature of the Authorised
Representative)

.....

Signature of authorized signatory.....

(Official Address)

Name.....

Designation

Common Seal of the
Company

Note : Power of Attorney of the persons signing the said Deed of Joint Undertaking is to be furnished.

* Contractor/Sub-Vendor shall strike out, whichever is not applicable.

Signature of authorized signatory.....

**FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED
FOR(NAME OF EQUIPMENT)
AS PER CLAUSE *4.26.3/*4.26.4/*4.26.5/*4.26.6 OF SUB-SECTION-I-A, PART A, SECTION
(Refer to Corresponding clause no. 3 of Annexure-1of PE-PQ-434-571-18000-A003)**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR, QUALIFIED INDIAN MANUFACTURING COMPANY MEETING THE REQUIREMENTS SPECIFIED AT CLAUSE NO. *4.26.3/*4.26.4/*4.26.5/*4.26.6 OF SUB-SECTION-I-A, PART A, SECTION VI ALONGWITH QUALIFIED EQUIPMENT MANUFACTURER OF..... (NAME OF EQUIPMENT) MEETING THE REQUIREMENTS AS PER CLAUSE 4.26.1 OF SUB-SECTION-I-A, PART A, SECTION VI FOR SUCCESSFUL PERFORMANCE OF (NAME OF EQUIPMENT), IN WHICH EXECUTANT OF THE DJU ARE JOINTLY AND SEVERALLY LIABLE FOR THE SUCCESSFUL PERFORMANCE OF THE.....(NAME OF EQUIPMENT)

The DEED OF UNDERTAKING executed thisday ofTwo thousandby M/sa Company incorporated underhaving its Registered Office at (hereinafter called the "Bidder/Contractor", which expression shall include its successors, administrators, executors and permitted assigns) AND

**M/s a (Name of Equipment) Manufacturer as per the requirement of Item *4.26.3/*4.26.4/*4.26.5/*4.26.6 of sub-section-IA, Part-A, Section-VI, incorporated under having its Registered Office at (hereinafter called the "Qualified Indian Manufacturing Company"), which expression shall include its successors, administrators, executors and permitted assigns) AND

M/sa Company registered under the having its Registered Office at (hereinafter called the "Qualified Equipment Manufacturer", which expression shall include its successors, administrators, executors and permitted assigns) AND

in favour of NTPC Limited, A Government of India Enterprise, incorporated under the Companies Act, 1956, having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 INDIA (hereinafter called "NTPC" or "Employer" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for design, engineering, manufacture, supply, transportation to site, construction, installation, testing, commissioning and conductance of guarantee tests for the **EPC Package for Patratu STPS Expansion Phase-I (3x800MW)** (hereinafter referred to as "Plant") vide its Bidding Document No. **CS-9585-001-2**.

AND WHEREAS vide clause *4.26.3/*4.26.4/*4.26.5/*4.26.6 of Sub-Section-I-A, Part A, Section VI of bidding documents, it has been specified that a Qualified Indian Manufacturing Company can also manufacture equipment(s) listed at clause no. 4.26.1 of Sub-Section-I-A, Part A, Section VI for which it is qualified, provided that it has a valid collaboration or licensing

Signature of authorized signatory.....

agreement for design, engineering, manufacturing of such equipment(s) in India with a qualified equipment manufacturer who meets the requirements stipulated at clause 4.26.1 of Sub-Section-I-A, Part-A, Section-VI of bidding documents. Further, the Qualified Indian Manufacturing Company before resorting to design, engineering, manufacturing of such proven equipment(s) listed at clause no. 4.26.1 of Sub-Section-IA, Part-A, Section-VI of bidding documents by himself should have sourced / shall source such proven equipment(s) for at least the first 800 MW unit completely from such qualified manufacturer. For subsequent units before taking up the manufacturing of such equipment(s), the bidder/ his sub-vendor(s) must create /have created manufacturing facilities at his works as per collaborator's/ licensor's design, manufacturing and quality control system for such equipment(s) In addition, the Bidder/Contractor along with the Qualified Indian Manufacturing Company, qualified equipment manufacturers shall furnish DJU for each equipment in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment.

WHEREAS M/s (Bidder/Contractor) has submitted its proposal in response to the aforesaid Invitation for Bid by the Employer bearing No. dated for **EPC Package** for its **Patratu STPS Expansion Phase-I (3x800MW)** (hereinafter referred to as "Plant") against the Employer's Bidding Document No. **CS-9585-001-2**.

AND WHEREAS M/s (Qualified Indian Manufacturing Company) meets the requirement of clause *4.26.3/*4.26.4/*4.26.5/*4.26.6 of sub-section-IA, Part-A, Section-VI and has a valid collaboration or licensing agreement for design, engineering, manufacturing, supply of(Name Of Equipment) in India with M/swho meets the requirements stipulated at clause 4.26.1 of Sub-Section-IA, Part A, Section-VI of bidding documents.

AND WHEREAS M/s (Qualified Equipment Manufacturer) meets the requirements of clause 4.26.1 of sub-section-IA, Part-A, Section-VI for(Name Of Equipment).

The Bidder/Contractor alongwith the *Qualified Indian Manufacturing Company , Qualified Equipment Manufacturers, are required to jointly execute and furnish prior to the placement of order for..... (Name of equipment), an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for successful performance of the (Name of Equipment) for **Patratu STPS Expansion Phase-I (3x800MW)**, fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per the Bidding Documents, in the event the bid is accepted by the Employer resulting into a Contract.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. We the Qualified Equipment Manufacturer and the Qualified Indian Manufacturing Company and the Bidder/Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the (Name of Equipment).
2. In case of any breach of the Contract committed by the Qualified Indian Manufacturing Company, we the Bidder/Contractor and Qualified Equipment Manufacturer do hereby undertake, declare and confirm that we shall be fully responsible for the successful

Signature of authorized signatory.....

performance of the (Name of Equipment) and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Qualified Indian Manufacturing Company obligations stipulated under the Contract. Further, if the Employer sustains any loss or damage on account of any breach of the Contract for the (Name of Equipment), we the Bidder/Contractor and Qualified Equipment Manufacturer jointly and severally undertake to promptly indemnify and pay such loss/damages caused to the Employer on its written demand without any demur, reservation, Contest or protest in any manner whatsoever. This is without prejudice to any rights of the Employer against the Contractor/ his Sub-Vendor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Indian Qualified Indian Manufacturing Company / Bidder/Contractor before proceeding against the Qualified Equipment Manufacturer nor any extension of time or any relaxation given by the Employer to the Qualified Indian Manufacturing Company / **Bidder/Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Qualified Equipment Manufacturer.

3. Without prejudice to the generality of the Undertaking in paragraph 1 above, the manner of achieving the objective set forth in paragraph 1 above shall be as follows:

(a) We the Qualified Equipment Manufacturer shall ensure that complete design, manufacturing, quality assurance and installation of the (Name of Equipment) is carried out inline with our manufacturing & quality drawings and procedures and shall be fully responsible for its compliance so as to ensure satisfactory, reliable, safe and trouble free performance of (Name of Equipment).

Further, we, the Qualified Equipment Manufacturer shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Qualified Indian Manufacturing Company's works and/ or at Employer's project site.

Further, the Qualified Equipment Manufacturer shall depute their technical experts from time to time to the Qualified Indian Manufacturing Company's works/ Employer's project site as required by the Employer and agreed to by Qualified Indian Manufacturing Company to facilitate the successful performance of the (Name of Equipment) as stipulated in the aforesaid Contract.

Further, the Qualified Equipment Manufacturer shall ensure proper design, manufacture, installation, testing and successful performance of the (Name of Equipment) under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Qualified Equipment Manufacturer shall advise the Qualified Indian Manufacturing Company suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

(b) In the event Indian Qualified Indian Manufacturing Company /Contractor fail to demonstrate that the (Name of Equipment) meets the

Signature of authorized signatory.....

guaranteed parameters and demonstration parameters as specified in the contract, the Qualified Equipment Manufacturer shall promptly carry out all the corrective measures related to engineering services at their own expense and shall promptly provide corrected design to the Employer.

- (c) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the
(Name of Equipment) and payment of financial liabilities and penalties and fulfillment of all other contractual obligations as provided under the contract shall be the joint and severally responsibility of the Contractor and Qualified Indian Manufacturing Company and Qualified Equipment Manufacturer.
4. We, the Bidder/Contractor and Qualified Equipment Manufacturer and the Qualified Indian Manufacturing Company do hereby undertake and confirm that this Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the end of the defect liability period of the equipment covered under the Contract and further stipulate that the Undertaking herein contained shall terminate after ninety (90) days of satisfactory completion of such defect liability period. In case of delay in completion of defect liability period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. We further agree that this Undertaking shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
 5. The Bidder/Contractor and Qualified Equipment Manufacturer will be fully responsible for the quality of all the equipment/main assemblies/components manufactured at their works or at their Vendors' works or constructed at site, and their repair or replacement, if necessary, for incorporation in the Plant and timely delivery thereof to meet the completion schedule under the Contract.
 6. In case of Award, in addition to the Contract Performance Security for the Contract, the Qualified Equipment Manufacturer shall furnish 'as security' an on demand Performance Bank Guarantee in favour of the Employer as per provisions of the bidding documents. The value of such Bank Guarantee shall be equal to **INR 1.5 Million (Indian Rupees One and Half Million)** and it shall be guarantee towards the faithful performance /compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The bank guarantee shall be unconditional, irrevocable and valid till ninety (90) days beyond the end of defect liability period of the last equipment covered under the Contract. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by the period of such delay. The guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.
 7. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Contract Documents. This Deed of Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.
 8. We, the Bidder/Contractor and Qualified Equipment Manufacturer and the Qualified Indian Manufacturing Company shall form an integral part of the Contracts from the date

Signature of authorized signatory.....

of signing of this Deed of Joint Undertaking. We further agree that this Deed of Joint Undertaking shall continue to be enforceable till its validity.

- 9. That this Deed of Joint Undertaking shall be operative from the effective date of signing of this Deed of Joint Undertaking.

IN WITNESS WHEREOF, the Bidder/Contractor and Qualified Equipment Manufacturer and the Qualified Indian Manufacturing Company through their authorised representatives, have executed these presents and affixed common seal of their respective companies, on the day, month and year first mentioned above.

1. WITNESS For M/s
(Bidder/Contractor)

.....
(Signature Name) (Signature of the Authorised Representative)

.....
(Official Address) Name

Designation

Common Seal of the Company

1. WITNESS For M/s
(Qualified Indian Manufacturing Company)

.....
(Signature Name) (Signature of the Authorised Representative)

.....
(Official Address) Name.....

Designation

Common Seal of the Company

1. WITNESS For M/s
(Qualified Equipment Manufacturer)

.....
(Signature Name) (Signature of the Authorised Representative)

Signature of authorized signatory.....

.....
(Official Address)

Name.....

Designation

Common Seal of the
Company

Note : Power of Attorney of the persons signing the said Deed of Joint Undertaking is to be furnished.

* Contractor/Sub-Vendor shall strike out, whichever is not applicable

Signature of authorized signatory.....

Letter head of Company (for value less than Rs. 10 Cr)

Ref No.: _____

Date: _____

To,

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

Subject: Certification for LOCAL CONTENT

Reference Tender Enquiry No. & Clause No: PE/PG/PA1/E-6956/2022, dated. 04/05/2022 & cl. No. 22

Name of Project: 3x800 MW PVUNL PATRATU TPP PHASE-I Project

Name of Package: AGITATORS OF FGD SLURRY TANKS

Dear Sir,

We hereby certify that items offered by us for above Project & Package meets the requirement of minimum local content in line with the above Tender Enquiry and the Public Procurement (Preference to Make in India), Order 2017, dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020.

Local Content: _____ %

We further confirm that details of the location at which the local value addition is made will be our registered works at _____ (address of the works)

Yours very truly

(authorized signatory of company)

(firm name)

Letter head of CA/ Statutory auditor / Cost auditor (For Value more than Rs. 10 Cr)

Ref: _____

Date: _____

To,

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

Subject: Certification for LOCAL CONTENT

Reference Tender Enquiry No. & Clause No: PE/PG/PA1/E-6956/2022, dated. 04/05/2022 & cl. No. 22

Name of Project: 3x800 MW PVUNL PATRATU TPP PHASE-I Project

Name of Package: AGITATORS OF FGD SLURRY TANKS

Dear Sir,

We hereby certify that items of above Project & Package offered by M/s _____ (bidder's name) _____ having its registered works at _____ has local content of _____ %.

Further, M/s _____ (bidder's name) meets the requirement of minimum local content in line with the above Tender Enquiry and the Public Procurement (Preference to Make in India), Order 2017, dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020.

Thanking You.

For (CA/Cost Firm Name with FRN & Seal)

Chartered/Cost Accountants

(name of Member)

(Membership no.)

(UDIN no.)



CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन
MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT
मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट

| | | | | | | | |
|-------------------------------|--|---|---|--|--------------------------------|--|--|
| Ref No: संदर्भ सं.: | | | | Date: तिथि: | | | |
| i. | Main Contractor मुख्य संविदाकार | | | | | | |
| ii. | Project परियोजना | | | | | | |
| iii. | Package Name पैकेज का नाम | | | | Package No पैकेज सं. | | |
| iv. | Proposed Item/Scope of Sub-contracting उप-संविदा(अनुबंध) का प्रस्तावित मद/ दायरा | | | | | | |
| v. | Item covered under निम्नलिखित के अंतर्गत शामिल मद | Schedule-1 /अनुसूची- 1 | <input type="checkbox"/> | As per contract clause No- अनुबंध के अनुसार खंड सं.-- - | | | |
| | | Schedule-2 अनुसूची- -2 | <input type="checkbox"/> | | | | |
| vi. | If item is Schedule-1 and proposed sub-vendor is indigenous, Main Contractor to explain how the contractual provisions will be fulfilled /यदि मद अनुसूची - 1 है और प्रस्तावित उप-विक्रेता स्वदेशी है, तो मुख्य संविदाकार को स्पष्ट करना होगा कि संविदा/अनुबंध के प्रावधान कैसे पूरे किए जाएंगे | | | | | | |
| vii. | Name and Address of the proposed Sub-vendor's works /प्रस्तावित सब-वेंडर का नाम तथा पता | | | | | | |
| viii. | PO placement date/ Start of manufacturing (if self-manufactured) as per L2 network पीओ नियोजन की तिथि / एल- 2 नेटवर्क के अनुसार विनिर्माण (यदि स्व-निर्मित है) की शुरुआत | | | | | | |
| ix. | Item Description (Type/Size/Rating/Scope of Sub-Contracting) मद का विवरण (प्रकार / आकार / रेटिंग / उप-अनुबंध का दायरा) | Total quantity of proposed item envisaged in this package (Nos/ Running Meters/ Kgs/ Tons etc) इस पैकेज में परिकल्पित प्रस्तावित मद की कुल मात्रा (संख्या / क्रियाशील मीटर / किलोग्राम / टन आदि) | Quantity proposed to be procured from proposed sub-vendor (Nos/ Running Meters /Kgs /Tons etc) प्रस्तावित उप-विक्रेता (संख्या / क्रियाशील मीटर / किलोग्राम / टन आदि) से खरीदी जाने वाली मात्रा | Timeline for quantity requirements as per project schedule & whether the proposed Sub-vendor equipped with adequate capacity to supply proposed order quantity in time / परियोजना समय सूची के अनुसार मात्रा आवश्यकताओं के लिए समय-सीमा और क्या प्रस्तावित उप-विक्रेता समय पर प्रस्तावित मांग की मात्रा की आपूर्ति करने में पूरी तरह से सक्षम है | | | |
| | | | | | | | |

CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन
MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT
मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट

| | | | | | | | |
|--|---|---------------------------------------|---|---|---|--|--|
| x. | <p><i>Supply experience of the proposed sub-vendor (including supplies to Main Contractor, if any) for similar item/scope of sub-contracting, for last 3 years (Note:- Only relevant experience details w.r.t. proposed item/scope of subcontracting to be brought out here)</i> पिछले 3 वर्षों के लिए उप-अनुबंध के समान मद / दायरे के लिए प्रस्तावित सब-वेंडर (मुख्य संविदाकार हेतु आपूर्ति, यदि कोई हो, सहित) का आपूर्ति अनुभव (नोट: - उप-अनुबंध के प्रस्तावित मद / दायरे के संबंध में केवल प्रासंगिक अनुभव के विवरण का उल्लेख हो</p> | | | | | | |
| | Project/Package परियोजना/पैकेज | Customer Name ग्राहक का नाम | Supplied Item (Type/Rating/Model /Capacity/Size etc) आपूर्ति मद (प्रकार/रेटिंग /मॉडल /क्षमता/आकार आदि) | PO ref no/date पीओ संदर्भ सं. /तिथि | Supplied Quantity आपूर्ति की मात्रा | Date of Supply आपूर्ति की तिथि | |
| | | | | | | | |
| <p><i>We confirm that as per our assessment, the proposed sub-vendor has requisite capabilities & supply experience and is suitable for supplying the proposed item/scope of sub-contracting/हम अपने आकलन के अनुसार इस बात की पुष्टि करते हैं कि, प्रस्तावित उप-विक्रेता के पास अपेक्षित क्षमता और आपूर्ति करने का अनुभव है और उप-अनुबंध के दायरे /प्रस्तावित मद की आपूर्ति के लिए उपयुक्त है।</i></p> | | | | | | | |
| | Name: नाम: | Desig: पद: | Contact No: दूरभाष सं.: | Sign: हस्ताक्षर: | | Date: तिथि: | |

Company's Seal/Stamp:- कंपनी का मुहर:-



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

| | | |
|-----|---|---|
| | संख्या, उनकी योग्यता, मशीन और उपलब्ध उपकरण आदि) | (if applicable) लागू / लागू नहीं, अगर विनिर्माण मुख्य संविदाकार / खरीददार के डिजाइन के अनुसार है) विवरण अनुलग्नक-एफ 2.2 पर संलग्न है। (यदि लागू हो) |
| 7. | Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc) मैनपावर विवरण के साथ समग्र संगठन का चार्ट(डिजाइन / विनिर्माण / गुणवत्ता आदि) | Details attached at Annexure – F2.3 विवरण अनुलग्नक – F2.3 में संलग्न है। |
| 8. | After sales service set up in India, in case of foreign sub-vendor(Location, Contact Person, Contact details etc.) भारत में बिक्री सेवा की स्थापना के बाद, विदेशी उप-विक्रेता के मामले में(स्थल, संपर्क व्यक्ति, संपर्क विवरण आदि) | Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.4 विवरण अनुलग्नक -2.4 पर संलग्न है। |
| 9. | Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any फ्लोचार्ट सहित विनिर्माण प्रक्रिया निष्पादन योजना, जिसमें आउटसोर्स प्रक्रिया, यदि कोई हो, सहित कच्चे माल से तैयार उत्पाद तक विनिर्माण के विभिन्न चरणों को दर्शाया गया हो, | Details attached at Annexure – F2.5 विवरण अनुलग्नक - F2.5में संलग्न है। |
| 10. | Sources of Raw Material/Major Bought Out Item कच्चे माल के स्रोत / खरीदे हुए मुख्य मद | Details attached at Annexure – F2.6 विवरण अनुलग्नक - F2.6में संलग्न है। |
| 11. | Quality Control exercised during receipt of raw material/BOI, in-process, Final Testing, packing कच्चे माल / खरीदे हुए मद, प्रक्रियाबद्ध, अंतिम परीक्षण, पैकिंग करते समय गुणवत्ता नियंत्रण | Details attached at Annexure – F2.7 विवरण अनुलग्नक - F2.7 पर संलग्न है |
| 12. | Manufacturing facilities (List of machines, special process facilities, material handling etc.) विनिर्माण सुविधा(मशीनों की सूची, विशेष प्रक्रिया सुविधाएं, सामग्री रख-रखाव आदि) | Details attached at Annexure – F2.8 विवरण अनुलग्नक - F2.8में संलग्न है। |
| 13. | Testing facilities (List of testing equipment) परीक्षण सुविधाएं(परीक्षण उपकरण की सूची) | Details attached at Annexure – F2.9 विवरण अनुलग्नक – F2. 9 में संलग्न है। |
| 14. | If manufacturing process involves fabrication then- यदि निर्माण प्रक्रिया में फेब्रिकेशन की गई है तो- List of qualified Welders पात्र वेल्डर की सूची | Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.10 विवरण अनुलग्नक - F2.10में संलग्न है। |

| | <i>List of qualified NDT personnel with area of specialization</i> विशेषज्ञता के क्षेत्र सहित पात्र एनडीटी कार्मिकों की सूची | (if applicable) लागू / लागू नहीं | | | |
|---|--|---|--|---|---|
| 15. | <i>List of out-sourced manufacturing processes with Sub-Vendors' names & addresses</i> सब-वेंडर द्वारा बाह्य स्रोतों (उनके नाम और पते सहित)से करवाएं गए निर्माण प्रक्रियाओं की सूची | <i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure. –F2.11</i> विवरण अनुलग्नक - F2.10में संलग्न है। <i>(if applicable)</i> (यदि लागू हो) | | | |
| 16. | <i>Supply reference list including recent supplies</i> नवीनतम आपूर्ति सहित आपूर्ति संदर्भ सूची | <i>Details attached at Annexure – F2.12</i> विवरण अनुलग्नक - F2.12 में संलग्न है। <i>(as per format given below)</i> (नीचे दिए गए प्रारूप के अनुसार) | | | |
| <i>Project/ package</i> परियोजना / पैकेज | <i>Customer Name</i> ग्राहक का नाम | <i>Supplied Item (Type/Rating/Model /Capacity/Size etc)</i> आपूर्ति की गई वस्तु (प्रकार / रेटिंग / मॉडल / क्षमता / आकार आदि) | <i>PO ref no/date</i> पीओ संदर्भ सं. / तिथि | <i>Supplied Quantity</i> आपूर्ति की मात्रा | <i>Date of Supply</i> आपूर्ति की तारीख |
| 17. | <i>Product satisfactory performance feedback letter/certificates/End User Feedback</i> उत्पाद के संतोषजनक प्रदर्शन संबंधी फीडबैक पत्र / प्रमाण पत्र / अंतिम उपयोगकर्ता फीडबैक | | <i>Attached at annexure - F2.13</i> अनुलग्नक F2. 3पर संलग्न है | | |
| 18. | <i>Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating)</i> प्रस्तावित उत्पाद (एक समान या उच्च रेटिंग वाले) के लिए टाइप टेस्ट रिपोर्ट (टाइप टेस्ट विवरण, रिपोर्ट संख्या, एजेंसी, जांच की तारीख) का सारांश <i>Note:- Reports need not to be submitted</i> | | <i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure – F2.14</i> विवरण अनुलग्नक - F2.14में संलग्न है <i>(if applicable)</i> (यदि लागू हो) | | |
| 19. | <i>Statutory / mandatory certification for the proposed product</i> प्रस्तावित उत्पाद के लिए वैधानिक / अनिवार्य प्रमाणीकरण | | <i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure – F2.15</i> <i>(if applicable)</i> (यदि लागू हो) | | |
| 20. | <i>Copy of ISO 9001 certificate</i> आईएसओ 9001 प्रमाण पत्र की प्रति <i>(if available)</i> (यदि उपलब्ध हो) | | <i>Attached at Annexure – F2.16</i> अनुलग्नक में संलग्न - F2.16 है | | |
| 21. | <i>Product technical catalogues for proposed item (if available)</i> प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग (यदि उपलब्ध हो) | | <i>Details attached at Annexure – F2.17</i> विवरण अनुलग्नक - F2.17 में संलग्न है | | |



CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्वासन

SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली

| | | | | | | | |
|-----------------------------|--|-----------------------------|--|--|--|----------------------------------|--|
| <i>Name:</i> <i>नाम:</i> | | <i>Desig:</i> <i>पद:</i> | | <i>Sign:</i> <i>हस्ता</i> <i>क्षर:</i> | | <i>Date:</i> <i>तिथि</i> : | |
|-----------------------------|--|-----------------------------|--|--|--|----------------------------------|--|

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

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits 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 Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process 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 Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /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 in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This 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

For & On behalf of the Bidder/

Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness:_____

Witness:_____

(Name & Address) _____

(Name & Address) _____

Guidelines for Remote Inspection of PEM BOIs

1) OBJECTIVE:

To lay down the procedure for carrying out Remote Inspection of Bought-out Items (BOIs) for PEM suppliers wherever applicable.

2) SCOPE:

It will cover suppliers for packages of PEM BOIs for various project requirements.

Invitation is sent to the suppliers for remote inspection on applications like MS Teams, Webex, etc. by BHEL.

3) MINIMUM REQUIREMENTS AT SUPPLIER'S WORKS:

- i. Uninterrupted internet services
- ii. Good internet bandwidth (Min 100 Mbps)
- iii. Good resolution camera (2 nos) – one preferably CCTV (static at one place) and one hand hold (moving)
- iv. Smart phone with minimum 8MPi camera front and back both with optical zoom facility suitable for using web applications like Webex, MicroSoft (MS) Teams, etc.
- v. Computer and Scanner with good resolution
- vi. Digital signatures of supplier's Quality Engineer
- vii. Availability of web applications like Webex, MicroSoft (MS) Teams, as required.
- viii. All Test certificates, internal test reports, calibration reports, etc. for the items offered for inspection.
- ix. Availability of the above to be submitted to BHEL two days in advance before inspection.
- x. Dedicated team from supplier side for facilitating inspection requirements.
- xi. For ensuring proper visibility, the suggested Portable lighting sources (torch/ electric LED bulb of minimum 15 W) with no glare is to be ensured at offered job, location for remote inspection/testing. This is to be verified before start of the inspection.
- xii. The GPS location co-ordinates or any method to locate inspection location shall be captured indicating the location of the Vendor-Premises of remote inspection/testing.

4) MINIMUM REQUIREMENTS AT BHEL and CUSTOMER LOCATION :

- i. Uninterrupted internet services
- ii. Suitable internet bandwidth
- iii. Digital signatures wherever required.
- iv. Availability of web applications like Webex, MS Teams, etc. as required.
- v. Clearance from customer for conducting remote inspection

5) PROCEDURE:

- i. Supplier will raise the inspection call in BHEL - CQIR portal.
- ii. Supplier shall ensure availability of minimum requirements at supplier's works as mentioned above at point 3.

- iii. Before starting the inspection, the supplier shall submit the documents (TCs, internal test reports and calibration certificates as per approved QAP) two days before the date of inspection for review by BHEL and supplier shall coordinate with BHEL and if found satisfactory, inspection shall be considered for remote.
 - iv. Prior to commencement of remote inspection a pre inspection meeting shall be organised by BHEL inspector with supplier to ascertain the readiness for remote inspection.
- 6) During inspection, supplier shall share the location on Google maps for verifying the address of the manufacturer. Location may be captured by BHEL as screenshot.
- i. Inspection shall be on the basis of approved Quality Plans and associated reference documents mentioned.
 - ii. For witnessing inspection, supplier shall bring the mobile video camera near to the surface of the equipment or as per requirement of the inspector for clarity in viewing the test/ equipment which shall be the responsibility of supplier. Supplier shall ensure that proper lighting is available during live video streaming.
 - iii. Before start of the inspection, inspector shall ensure that all instruments shall have valid calibration report. Supplier shall ensure use of digital instruments preferably for inspection to the extent possible.
 - iv. Details of suppliers's dedicated team handling the remote inspection shall also be incorporated in the CQIR.
 - v. All details of inspection/ testing referred documents shall be mentioned in the CQIR. Recording of remote inspection shall be maintained by the BHEL inspector and this recording (unedited) shall be maintained at BHEL system for a minimum period of 3 years or till the warranty period whichever is later.
 - vi. PEM (Engineering) shall accord final technical clearance, in case of any deviation in inspected item noticed during inspection.
 - vii. Inspection shall be conducted by PEM-Q&BE assigned inspector along with PEM-Engg (if required). CQIR shall be prepared and maintained by PEM-Q&BE.
 - viii. PG will issue MDCC on the basis of acceptance of inspected items along with accepted packing photographs as per contract provisions.
- 7) **UNDERTAKING BY VENDOR:** Material inspected through remote inspections is meeting all technical requirements of BHEL. In case of any discrepancy from the above procedure/ material inspected, if found later, vendor will replace the materials without any cost implication to BHEL.
- 8) Vendor shall provide the signed and stamped of the above guidelines to BHEL as a token of acceptance.

No.25-11/6/2018-PG
Government of India
Ministry of Power
Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001
Tele Fax: 011-23730264

Dated 02/07/2020

ORDER

Power Supply System is a sensitive and critical infrastructure that supports not only our **national defence, vital emergency services** including health, disaster response, **critical national infrastructure** including classified data & communication services, defence installations and manufacturing establishments, logistics services but also the **entire economy** and the **day-to-day life** of the citizens of the country. Any danger or threat to Power Supply System can have catastrophic effects and has the potential to cripple the entire country. Therefore, the Power Sector is a **strategic and critical sector**.

The vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber attacks through malware / Trojans etc. embedded in imported equipment. Hence, **to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network** in the country, the following directions are hereby issued :-

(1) All equipment, components, and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.

(2) All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MoP).

(3) Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India

(4) Where the equipment/components/parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MoP).

This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.

This issues with the approval of Hon'ble Minister of State for Power and New & Renewable Energy (Independent Charge).



(Goutam Ghosh)

Director

Tel: 011-23716674

To:

1. All Ministries/Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. Vice Chairman, NITI Aayog
4. Comptroller and Auditor General of India
5. Chairperson, CEA
6. CMDs of CPSEs/Chairman of DVC & BBMB/MD, EESL/DG, NPTI/DG, CPRI/DG, BEE/
7. All ASs/JSs/EA, MoP

Copy:

1. PS to Hon'ble PM, Prime Minister's Office
2. PS to Hon'ble MOS(IC) for Power and NRE
3. Sr. PPS to Secretary(Power)

**No.11/05/2018-Coord.
Government of India
Ministry of Power**

**Shram Shakti Bhawan, New Delhi
Dated the 23rd July, 2020.**

ORDER

Sub: Measures for contributing towards ‘Atmanirbhar Bharat’ and ‘Make in India’ through phased indigenisation in Power Sector.

Whereas Ministry of Power after analysis of data relating to import of the equipment in power sector and consultations with the stakeholders engaged in manufacturing of the equipment as well as developers of power projects in generation, transmission, and distribution, has taken note of the fact that despite Government of India policy of 'Make in India', many equipment in this sector are being imported even though sufficient domestic manufacturing capacity and competition exists.

Whereas DPIIT from time to time since 2017 has issued orders with the latest version issued vide No.P-45021/2/2017-PP (BE-II) on 04.06.2020 to promote Make in India and domestic manufacturing of goods and services in India with a view to enhancing income and employment and the said order needs to be fully implemented in power sector.

Whereas, for power sector to become an integral part of national campaign of ‘Atmanirbhar Bharat’ and to contribute to ‘Make in India’ policy of Government of India, it is essential that developers in the generation, transmission, and distribution of power, are also encouraged to effectively and wholeheartedly contribute in this endeavor.

Whereas Power is a sensitive and strategically important sector and is a critical infrastructure for development of our country, as our national defense, vital emergency services, critical national infrastructure, communication, data services, health services, logistics, manufacturing etc. all depends on reliable power supply and any possibility of malware/cyber threat in the power systems leads to vulnerability with the potential of bringing down the whole system with consequential impact on all other sectors of our country. Therefore, ‘Atmanirbhar Bharat’ has a much higher level of significance for this sector. Therefore, there is a need to encourage, adopt and use only 'Make in India' equipment/materials/parts/items in the power sector in order to protect the safety and security of our country.

Now therefore the following order is issued:

1. This order is issued in consonance with the order of the DPIIT referred above.
2. All equipment/materials/parts/items required in the power sector which are domestically manufactured with sufficient domestic capacity shall necessarily be used from the domestic manufacturers only as per the extant provisions of the Public Procurement (Preference to Make in India) Orders issued by DPIIT and MoP.

Contd.....2/-

3. In respect of equipment/materials/parts/items wherein domestic capacity is not available and imports are inevitable, the MoP shall list out all these equipment and prepare an Action Plan for their indigenisation over a specified time frame of 2-3 years. For this an enabling policy framework through support to Start-ups, phased manufacturing programme, vendor development, Research & Development, tax & other incentives needs to be developed.
4. Till such time indigenous manufacturing capacity for all equipment/materials/parts/items required in the power sector are developed, the goods so imported shall be tested in certified laboratories designated by MoP to check the presence of any embedded malware/trojans or other cyber threats and also to check adherence to Indian Standards. For testing of goods from prior reference countries, the testing protocol shall be approved by Ministry of Power (MoP).
5. Ministry of Power shall prepare an 'Approved list of Models and Manufacturers' (ALMM) in power sector. All Power Projects which are bid out as per the standard bidding guidelines will be required to procure equipment from manufacturers figuring in the approved list.
6. Financing from REC and PFC will be structured in such a manner that lower rates of interest will be charged on the developers who will use domestically manufactured equipment.

This issues with the approval of Hon'ble MoS (IC) for Power and NRE.



(R.K. Das)

Under Secretary to the Government of India
Tel. No.011-23752495

To:

1. All Ministries/ Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. PS to Hon'ble PM, Prime Minister's Office
4. Vice Chairman, NITI Aayog
5. Director General, Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017
8. Chairperson, CEA
9. CMDs of CPSEs/ Chairmen of DVC & BBMB/ MD of EESL/ DG(NPTI)/ DG(CPRI)/ DG(BEE)
10. All JSs/ EA, MoP

Copy to:

1. PS to MoS (IC) for Power and NRE
2. Sr. PPS to Secretary (Power)
3. Sr. PPS to Additional Secretaries in MoP

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

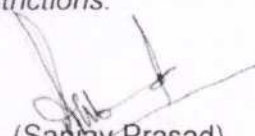
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.*
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the*

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

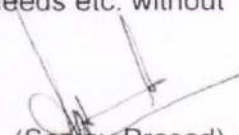
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. 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 the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Model Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Model Certificate for GeM:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

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F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020


Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

No. P.18/5772020-PPD
 Government of India
 Ministry of Finance
 Department of Expenditure
 Procurement Policy Division

512, Lok Nayak Bhawan,
 New Delhi. Dated the 8th February 2021

OFFICE MEMORANDUM

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.


Attention is invited to this Department's Order (Public Procurement No.1) issued vide OM F.No.6/18/2019-PPD dated 23.07.2020. As per para 11 of the Order, in case of Works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. However, no such restriction is stipulated in the Order regarding other procurements i.e. procurement of Goods, Services, etc.

2. This office is in receipt of representations seeking clarification whether it is permitted for the bidders to procure raw material or components/ sub-assemblies or the finished goods etc. from the vendors from the countries sharing land borders with India.

3. In this context following is hereby clarified:

- i A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".
- ii However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

4. This is issued with the approval of Secretary (Expenditure).


 Kotluru Narayana Reddy
 Deputy Secretary to the Govt. of India
 Tel.: 24621305
 Email: kn.reddy@gov.in

To

- (1) Secretaries of All Ministries/ Departments of Government of India,
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.



PEM / PG-III, BHEL, Noida

SPECIAL CONDITIONS OF CONTRACT (SCC) Rev-0**3 x 800 MW PVUNL PATRATU TPP PHASE-I (Job No. 434)**

These Conditions shall be read and construed along with General Conditions of Contract (GCC) rev.06 & GST related Corrigendum to GCC rev.06, to be enclosed along with the tender enquiry. In case of any conflict or inconsistency, the conditions given in SCC shall prevail over the GCC and its corrigendum.

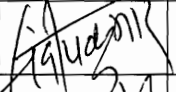
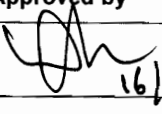
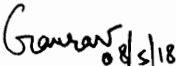
| Sl No. | Title | Description |
|--------|-------------------------------------|--|
| 1. | Project Name | 3 x 800 MW PVUNL PATRATU TPP PHASE-I (EPC) |
| 2. | Nature of project & Type of Bidding | Non-Mega & ICB (International Competitive Bidding) |
| 3. | Customer Order Ref No | 01/PVUNL-CS-9585-001-2/NOA-FC dated 08.03.2018 01/PVUNL-CS-9585-001-2/NOA-SC dated 08.03.2018 01/PVUNL-CS-9585-001-2/NOA-TC dated 08.03.2018 |
| 4. | BHEL's Customer | PATRATU VIDYUT UTPADAN NIGAM LIMITED (subsidiary of NTPC Limited in joint venture with JBVNL) |
| 5. | PVUNL GST No. | 20AAICP3718K1ZH |
| 6. | Customer Consultants | No consultant |
| 7. | Consignee Address (Bill To) | For supply package: BHEL, Power Sector-Project Engineering Management, Power Project Engineering Institute, Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301. GSTIN: 09AAACB4146P2ZC For turnkey packages (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSWR): Construction Manager, BHEL site office, Patratu Vidyut Utpadan Njigam Ltd , PO: PTPS , Patratu , Ramgarh , Jharkhand - 829119 BHEL PSWR GSTIN No.- 27AAACB4146P1ZF |
| 8. | Delivery Address (Ship To) | Construction Manager, Bharat Heavy Electricals Limited, Patratu Vidyut Utpadan Njigam Ltd, PO: PTPS , Patratu , Ramgarh , Jharkhand - 829119 |
| 9. | BHEL Site Office Address | Construction Manager, Bharat Heavy Electricals Limited, Patratu Vidyut Utpadan Njigam Ltd , PO: PTPS , Patratu , Ramgarh , Jharkhand - 829119 |
| 10. | Location of Plant | Site is Located just outside the coal belt of South Karanpura in Ramgarh District of Jharkhand State. The nearest Railway Station is Patratu which is at a distance of about 4 km on Barkakhana-Barwadih Railway line. District: Ramgarh (state- Jharkhand) Next big cities to site: Ranchi Nearest Railway Station: - Patratu Nearest Airport: Ranchi (45 km by road from site) |
| 11. | Mode of Dispatch | Air, Road, Rail & Sea Transportation For indigenous supplies: By Rail/Road on door delivery and freight pre-paid basis. For imported supplies: On C&F basis. Transit Insurance will be in BHEL scope |
| 12. | Road Permit /E-waybill | Road Permit / E-way bill, to be arranged by Supplier/ transporter/ BHEL (as per GOI mandate). |
| 13. | BHEL GSTIN Details | For supply packages: BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC |

| | | For Turnkey packages: BHEL PSWR GSTIN No.- 27AAACB4146P1ZF |
|-----|---|--|
| 14. | Transit Insurance | <p>In BHEL Scope.</p> <p>For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office:</p> <ul style="list-style-type: none"> (i) Policy No. (ii) Consignee Name. (iii) Consignment Details (items with their weights and value (in INR). (iv) Project Name and P.O. No. (v) LR No. and date, Dispatch origin and destination details, Invoice No. <p>Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in Purchase Order.</p> |
| 15. | Dispatch intimation | <p>Yes in writing, Not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to:</p> <p style="padding-left: 40px;">BHEL Site office (As mentioned in Sl. No. 9) BHEL PEM Noida (As mentioned in NIT)</p> <p>At the point of dispatch, vendor must furnish docs required as given below through Email / Fax</p> <ul style="list-style-type: none"> i. Vendor's invoice ii. LR / RR / GR / Courier Receipt iii. Packing List/ Challan indicating the items dispatched (with their weights) iv. Insurance intimation letter informing the underwriters about the dispatches v. MDCC (of BHEL / NTPC) as applicable vi. Photograph of packing / boxes showing dispatch marking as per Sl. No. 26 |
| 16. | Document required for Vendor's payment. | <p>For materials originating from Indian territory</p> <p>For claiming the payment against dispatch, MRC & Freight, documents as mentioned in GCC rev 06 & its corrigendum shall be submitted by vendor to BHEL. Original money receipt must be submitted for Freight payment.</p> <p>Packing List must comply to Clause No. 19.3 of General Commercial Terms & Conditions of GCC rev.06. Description of items in packing list shall be as per PO such that proper correlation between PO & packing list must be furnished.</p> <p>Soft copy of documents for claiming payment shall be submitted by vendor as advance copy.</p> <p>For materials originating from non-Indian Territory</p> <p>Three (3) original and Three (3) copies of clean bill of lading or One (1) clean original Airway Bill & Three (3) copies, in case of air freight.</p> <p>One (1) original and Three (3) copies of signed Invoices</p> <p>One (1) original and Three (3) copies of Packing List (clearly showing number of packages, gross weight and net weight).</p> <p>Three (3) copies of certificate of country of origin.</p> <p>Copy of MDCC from BHEL / NTPC (as applicable)</p> <p>Three (3) copies of inspection certificate, if any, issued by the customer/his authorized representative.</p> <p>Three (3) of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment.</p> <p>Three (3) copies of certificate from the vendor to the effect that the contents in each case are not less than that entered in the invoices and guaranteed as new and as per the relevant technical specifications.</p> <p>Shipping Specification – One (1) copy.</p> <p>Quality Certificate – One (1) copy.</p> <p>Approved Test Certificates, if any. - Three (3) copies.</p> <p>Guarantee Certificate – One (1) Original + One (1) copy.</p> |

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| | | Inspection Reports – One (1) Original + One (1) copy. PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies. |
| 17. | Material Receipt Certificate (MRC) | A) For supply packages- BHEL-PEM will arrange MRC from BHEL site B) For Turnkey (Supply + Erection & Commissioning) – Original MRC duly signed by customer (PVUNL) & BHEL site is to be arranged by Vendor. |
| 18. | Buyer and Paying Authority | For packages where PEM will issue the Purchase Order: BHEL PEM will be the paying authority. For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSWR: BHEL Patratu Site will be the paying Authority. |
| 19. | Demurrage charges | Demurrage charges shall be paid by supplier/ vendor only to the transporter. No claim shall be acceptable to BHEL in this regard. |
| 20. | Unloading, Storage & Movement of material at site | a) By BHEL site office for supply packages. b) By vendors for Turnkey i.e. Supply and E&C packages |
| 21. | Concessional custom duty against Essentiality certificate (EC) | The project has been qualified through Project Import route. Accordingly, the benefits applicable to PI project would be granted for this project In this regard applicable documents such as Essentiality certificate will be issued by NTPC (ultimate customer). Under this, Concessional rate of Customs Duty shall be applicable on the Import Contents of the supplier respectively. Based on the above EC, Customs Duty Benefits will be passed on to the vendor. The Bidder to indicate the Import contents i.e. list of the item, Currency of Import and Country of Import including CIF value in their offers. BHEL shall inform, the availability of CIF value for a particular package, if any, at the time of NIT. The benefits availed in Concessional Customs Duty must be passed on to BHEL in their offer. Vendor shall inform BHEL and provide the necessary documents to obtain required certificates from BHEL to avail exemption. Obtaining custom duty benefit in line with the Essentiality Certificate issued shall be in vendor's scope. |
| 22. | Taxes & Duties (For Domestic Vendor) | As per General Conditions of Contract (GCC rev 06) & GST related Corrigendum to GCC rev.06 |
| 23. a | Taxes & Duties (For Order Directly to Foreign Bidders)- supply packages | In case of foreign vendors, quoted prices & Dispatches shall be on C & F (Port-Chennai) basis and the Taxes & duties in the country of dispatch shall be borne by Foreign vendor. |
| 23. b | Taxes & Duties (For Order Directly to Foreign Bidders)- Turnkey packages | Complete responsibility of import including (but not limited to) import clearance, all taxes and duties in the country of export (origin), all taxes and duties in India shall be to vendor's account. |
| 24. | Inspection Agency | BHEL/ BHEL approved 3rd party inspection agencies and/or NTPC/ Customer Agency as applicable. |
| 25. | Inspection procedure for Domestic supplies | <u>For Domestic supplies</u> Vendor shall raise inspection call at least 15 business days in advance on BHEL CQS website to applicable inspection agency (as mentioned in PO/LOI or to be informed later) and submit copy of inspection call to BHEL-PEM for arranging NTPC inspection/Joint inspection on the proposed date, as applicable. MDCC shall be issued on the basis of clear inspection report (CQIR). <u>For Foreign supplies</u> In case of Foreign supplies, if NTPC approved 3rd party inspection agency does not participate in the inspection, test certificates & inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by PEM and then, sent to NTPC for clearance. The dispatch clearance (MDCC) by NTPC/ BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates. |

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| 26. | Packing, Identification & marking [if not specified in NIT] | <p>Each box shall be marked with Capital Letters in "Red" indicating the PEM SUPPLY (Main Supply/ Commissioning Spares/ Mandatory Spares) for 3 x 800 MW PVUNL PATRATU TPP.</p> <p>NOTE: Main supply item and items for commissioning spares must be packed separately. Each package delivered under the Contract shall be marked by supplier and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee, the Gross weight and Net weight of the package, the name of the Supplier, PEM P.O. reference number, with a distinctive number of mark sufficient for purposes of identification. Besides above necessary, packing shall bear a special marking 'TOP', 'BOTTOM', 'DO NOT TURN OVER', "KEEP DRY", "HANDLE WITH CARE", etc</p> <p>IMPORTANT: -</p> <ul style="list-style-type: none"> • Two copies of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also • The Packing list details for the consignment must be put inside the Box/Boxes. <p>Items like pumps, Valves, Hoists, Cranes etc shall essentially have O&M Manuals and E&C guidelines duly enclosed in the packing box. Certificate to such effect shall also be reflected in packing slip.</p> <p>Mandatory spares shall be properly packed separately in separate box painted in Red, indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the CUSTOMER approved BBU for Mandatory spares & Number per item (to match the description given in the packing slip) to facilitate their proper identification by PVUNL/ NTPC. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc.</p> |
| 27. | Submission of Final Drgs/Docs alongwith O&M Manual, Type Test Certificates (if any) | As per GCC rev.06/ Technical Specification/Kick-off meeting. |

| | Prepared by | Checked by | Reviewed by | Vetted by | Approved by |
|-------------|---|-------------|---|-----------|--|
| Name | Ganwan Garg | / |  | / |  16/05/18 |
| Designation | Sr. Engr/ PG III | DGM/ PG III | DGM/ PG III | Finance | AGM & DH/ PG III |
| Signature |  08/5/18 | | | | DEEPAK GUPTA |