

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-06-2025 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-06-2025 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)
कार्यालय का नाम/Office Name	10340020-tbg, Noida
क्रेता ईमेल/Buyer Email	buyer1591.bhelb.up@gembuyer.in
कुल मात्रा/Total Quantity	3
वस्तु श्रेणी /Item Category	SUPPLY-FIRE FIGHTING EQUIPMENT AS PER ATC UNPRICE BID SL. NO. 1 TO 47 , ETC- FIRE FIGHTING EQUIPMENT AS PER ATC UNPRICE BID SL. NO. 1 TO 49 , MANDATORY SPARES- FIRE FIGHTING EQUIPMENT AS PER AS PER ATC UNPRICE BID SL. NO. 1 TO 47
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Fire fighting system
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Fire Fighting and Hydraulic Rescue Platform (V3), Portable Fire Extinguishers (V2) as per IS 15683:2018, High Pressure Fire Fighting Hose - IS 14933, Light Weight Structural Fire Fighting Suits (DRDO), Revolving Chair (V4), High Pressure Portable Pump for large fire fighting as per IS 12717, Inherent Fire Retardant Overall for Firefighting and Rescue Purpose (Protective Coveralls), Fire Proximity Suit Accessories - Fireman Boot, Firefighting Boat - UP PAC, High Pressure Fire Fighting Hose with Delivery Couplings as per IS 14933
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Automatic Fire Ball for Fire - Extinguishing Portable Fire Extinguishers (V2) as per IS 15683:2018
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	SUPPLY-FIRE FIGHTING EQUIPMENT AS PER ATC UNPRICE BID SL. NO. 1 TO 47
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	50

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

AGM

BHEL SADAN TBG 5th FLOOR Plot no. 25 sector 16A Flimcity Noida 10340020-TBG, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises (Agm Tbfa)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes
-------------------------------------	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
---	-----

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents

submitted.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

SUPPLY-FIRE FIGHTING EQUIPMENT AS PER ATC UNPRICE BID SL. NO. 1 TO 47 (1 Lot)

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
---	--------------------------

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Atul Kumar Thakur	231222,CGM(Project), NTPC Ltd., Singrauli Super Thermal Power Project, Stage - III (2x800 MW) Sakti Nagar, Sonbhadra, UP - 231222	1	210

ETC- FIRE FIGHTING EQUIPMENT AS PER ATC UNPRICE BID SL. NO. 1 TO 49 (1 Lot)

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
---	--------------------------

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Atul Kumar Thakur	231222,CGM(Project), NTPC Ltd., Singrauli Super Thermal Power Project, Stage - III (2x800 MW) Sakti Nagar, Sonbhadra, UP - 231222	1	350

MANDATORY SPARES- FIRE FIGHTING EQUIPMENT AS PER AS PER ATC UNPRICE BID SL. NO. 1 TO 47 (1 Lot)

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
--	--------------------------

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Atul Kumar Thakur	231222,CGM(Project), NTPC Ltd., Singrauli Super Thermal Power Project, Stage - III (2x800 MW) Sakti Nagar, Sonbhadra, UP - 231222	1	210

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions.](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

**BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)**

NOTICE INVITING TENDER

Subject:	TENDER FOR SUPPLY AND ETC OF FIRE FIGHTING EQUIPMENT FOR NTPC SINGRAULI-III PROJECTS
Project:	Singrauli Super thermal Power Project Stage-III (2X800 MW)
Customer	NATIONAL THERMAL POWER CORPORATION

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

**BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)**

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

THIS IS TO BE SUBMITTED DULY SIGNED AND STAMPED BY BIDDER. CLAUSE-WISE DEVIATIONS AND / OR ADDITIONAL CONDITIONS / CLARIFICATIONS, IF ANY, ARE TO BE BROUGHT OUT CLEARLY IN "SCHEDULE OF COMMERCIAL DEVIATION". DEVIATIONS AND / OR ADDITIONAL CONDITIONS / CLARIFICATIONS, IF ANY, MENTIONED ELSEWHERE IN THE BID / OFFER, SHALL NOT BE CONSIDERED.

SL. NO.	TERMS AND CONDITIONS
1.	<p>INSTRUCTION TO BIDDERS</p> <p>1.1 Sealed bids are invited for the items mentioned in the tender enquiry conforming to the NIT including Technical Specifications. Bids should be typed and free from overwriting and erasures. Corrections or additions / deletions, if any, must be clearly written and attested, otherwise offer may be rejected.</p> <p>1.2 Tender is invited through GeM only.</p> <p>1.3 Offer Submission Date & Time: As per GeM Bid Offer Opening Date & Time: As per GeM Bid</p> <p>The critical Dates of tendering activities shall be provided separately during tendering processes.</p> <p>Address of tender Issuing Authority: - BHARAT HEAVY ELECTRICALS LIMITED, Transmission Business Group, 5th Floor, BHEL Sadan, Plot No. 25, Sector-16a, Noida – 201301 (U.P.)</p> <p>1.4 For any technical clarification, kindly contact: Ms. Sudhir Kumar, Manager (TBEM) Phone: +91 (0) 0120- 6748586, E-mail: kumarsudhir@bhel.in & Mr. Trilochan Dutt Tripathi, Sr. Manager (TBEM) Phone: +91 (0) 0120- 6748519, E-mail: tdtripathi@bhel.in</p> <p>1.5 For any commercial clarification, kindly contact: Mr. Ved Prakash Meena, Sr. Manager (TBMM); Phone: +91 (0) 0120- 6748462, E-mail: ved@bhel.in</p>
2.	PACKAGE

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	<p>Following items covered in this tender enquiry:</p> <p>Supply & ETC of FIRE FIGHTING EQUIPMENTs</p> <p>Evaluation of offers shall be done as per clause no. 18 of ATC.</p>
3.	TECHNICAL SPECIFICATION
	<p>As per Technical specification no.</p> <p>TB-429-552-036 Rev 00 for NTPC Singrauli-III is applicable.</p>
4.	PRE-QUALIFYING CRITERIA FOR OPEN TENDER
	<p>The Technical Pre-Qualification criteria is as per ANNEXURE-I</p> <p>Note:</p> <p>(1). Bidder must submit all supporting documents along with their offer. No deviation against this enquiry is acceptable, else offer shall be rejected.</p> <p>(2). All documents (including third party documents/supporting documents) in language other than English, certified translated copy in English language should also be furnished.</p> <p>(3). Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the job and who fulfil the prequalifying requirements (PQR) are eligible to quote against above NIT.</p>
5.	PRE-BID MEETING
	Not Applicable
6.	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)
	NIL
7.	PRICES:
	<p>The quoted prices shall be on Firm basis for total contract period and extended period, if any, and no price escalation / price variation will be applicable.</p> <p>Price to be quoted as inclusive of GST, i.e., Ex-works including Packing & Forwarding Charges+ F&I + ETC + GST.</p>
8.	PRICE BID FORMAT
	<p>Bidder to quote their best prices strictly in BHEL's prescribed format of NIT, else their offer shall be liable to be rejected. Bidder has to mention "quoted" (in each applicable cell) in UN-PRICED BID. In case that cell is Not Applicable, "NA" must be mentioned in that particular cell. Prices shall be mentioned in Price bid schedule only. In case during detailed engineering stage, wherever, it is</p>

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	mentioned as NA (not applicable), is to be supplied, bidder shall supply the same without any cost and delivery implication to BHEL.
9.	TERMS OF PAYMENT
	<p>[A] Supply Payment:</p> <p>(i) 90% of payment within 90 days (45 days for MSE-Micro & small and 60days for MSME-Medium) from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows. Supplier has to provide the following documents for processing of bills:</p> <ul style="list-style-type: none"> a) LR / GR duly endorsed by BHEL Site Official. b) Material Receipt Certificate issued by BHEL Site Official/ CRAC. c) GST Compliant Tax Invoice d) Packing List (Case-wise) e) Copy of Transit Insurance Certificate from underwriters. f) Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management g) Guarantee Certificate h) Copy of Performance Bank Guarantee (PBG) <p>(ii) Balance 10% of payment within 90 days (45 days for MSE-Micro & small and 60days for MSME-Medium) shall be made upon submission of complete invoice along with Certificate of successful completion of successful Erection, Testing & Commissioning and Certificate of completion of final documentation as per Technical Specification issued by BHEL Engineering Management.</p> <p>[B] Erection Testing and Commissioning:</p> <p>(i) 70% of the Contract value against monthly progressive bills on pro-rata basis for unloading, storage and completion of erection as certified by BHEL Site Official within 90 days (45 days for MSE-Micro & small and 60days for MSME-Medium) from the date of receipt of GST Compliant Tax Invoice (Original +2 Copies).</p> <p>(ii) 20% of the Contract value against monthly progressive bills on pro-rata basis for testing & successful commissioning as certified by BHEL Site Official within 90 days (45 days for MSE-Micro & small and 60days for MSME-Medium) from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies)</p> <p>(iii) 10% of the Contract value after Acceptance Test, Re-test (if any), PG Test (if any) and Handing Over as certified by BHEL Site Official within 90 days (45 days for MSE-Micro & small and 60days for MSME-Medium) from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies)</p> <p>Note:</p> <ul style="list-style-type: none"> i) Supplier has to submit invoice(s) as per PO along with billing checklist (Annexure-III). ii) In case of Transit Insurance under Open Insurance Policy, Intimation / Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable.

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	<p>iii) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date.</p> <p>iv) Supplier has to submit Tax Invoice(s). Supplier should ensure that Tax Invoice should comply all statutory requirements under GST Law to enable BHEL to avail input credit</p> <p>v) MSMED Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified & registered as Micro & Small Enterprises based on documents mentioned in the NIT for MSME.</p> <p>vi) Supplier has to submit Performance Security & Guarantee Certificate as per PO terms.</p> <p>vii) In case any shortages and / or damages in supplies, an amount calculated based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment to be deemed fit by BHEL subject to a minimum of 10% of the total ex-works value of the invoice corresponding to the LR / GR against which any shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / replenished against Certification by BHEL Site Official.</p> <p>viii) Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network). In case credit of the same is not reflected in GSTN, vendor may alternatively furnish BG of GST Amount for a period valid for not less than 1 month. In case of disallowance of credit /non-reflection of credit in GSTN, amount will be recovered from supplier along with applicable Interest, penalty etc. from any of his dues.</p> <p>ix) If GST is payable by BHEL on reverse Charge Mechanism basis, vendor should ensure the submission of GST compliant Tax invoice immediately on dispatch/ performance of service. In case of non-compliance any additional charges towards interest, penalty etc. will be to vendors account.</p> <p>x) TDS under GST Act, if applicable, shall be deducted unless Exemption Certificate If applicable, from the appropriate authority is furnished to BHEL along with Invoice.</p>
10.	GUARANTEE
	<p>The equipment/ material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order/ Contract, Technical Specifications & approved drawings/ data sheets, if any, for 18 months from the date of last delivery (or) Eighteen (18) months from the date of completion of facilities i.e. 05.09.2028 whichever is later.</p> <p>The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Notification of any transit damage will be sent by BHEL to supplier within 15 days from date of receipt of material at site. Any expenditure for dismantling and re-erection of the replaced equipment / material /component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within the reasonable period mutually agreed between BHEL and supplier. In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, the same shall be considered as breach of the contract and BHEL may proceed as per provision mentioned in this NIT without prejudice to any other rights under the contract.</p>

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, the same shall be considered as breach of the contract and BHEL may proceed as per provision mentioned in this NIT without prejudice to any other rights under the contract.																
11.	PERFORMANCE SECURITY																
	<p>Performance security of 5% of Total Ex-works value (excl. charges) shall be submitted by the vendor within 30 days from the date of award of PO. Performance security shall be submitted separately for each PO. Ex-works PO value (excl. charges) at the time of placement of PO shall be considered for calculation of the performance security amount.</p> <p>“Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms and conditions defined in NIT / Contract, from the bills along with due interest.”</p> <p>(A) Modes of deposit:</p> <p>Performance security may be furnished in the following forms:</p> <p>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favor of BHEL -TBG, Noida. Bank Account details for EFT mode is mentioned in EMD clause.</p> <p>Bank Account details for submission of performance security through EFT mode.</p> <table border="1"> <tr> <td>NAME OF THE COMPANY</td><td>BHARAT HEAVY ELECTRICALS LTD</td></tr> <tr> <td>ADDRESS OF THE COMPANY</td><td>TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL SADAN, PLOT NO. 25, SECTOR-16A, NOIDA – 201301 (U.P.)</td></tr> <tr> <td>NAME OF BANK</td><td>STATE BANK OF INDIA</td></tr> <tr> <td>NAME OF BANK BRANCH</td><td>CAG-II NEW DELHI (17313)</td></tr> <tr> <td>CITY</td><td>NEW DELHI</td></tr> <tr> <td>ACCOUNT NUMBER</td><td>00000030206227732</td></tr> <tr> <td>ACCOUNT TYPE</td><td>CASH CREDIT</td></tr> <tr> <td>IFSC CODE</td><td>SBIN0017313</td></tr> </table> <p>(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantee shall be submitted as per BHEL format.</p>	NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD	ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL SADAN, PLOT NO. 25, SECTOR-16A, NOIDA – 201301 (U.P.)	NAME OF BANK	STATE BANK OF INDIA	NAME OF BANK BRANCH	CAG-II NEW DELHI (17313)	CITY	NEW DELHI	ACCOUNT NUMBER	00000030206227732	ACCOUNT TYPE	CASH CREDIT	IFSC CODE	SBIN0017313
NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD																
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL SADAN, PLOT NO. 25, SECTOR-16A, NOIDA – 201301 (U.P.)																
NAME OF BANK	STATE BANK OF INDIA																
NAME OF BANK BRANCH	CAG-II NEW DELHI (17313)																
CITY	NEW DELHI																
ACCOUNT NUMBER	00000030206227732																
ACCOUNT TYPE	CASH CREDIT																
IFSC CODE	SBIN0017313																

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	<p>(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the vendor, a/c BHEL).</p> <p>(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of vendor furnishing the security and duly endorsed/ hypothecated/pledged, as applicable, in favor of BHEL).</p> <p>(v) Insurance Surety Bond.</p> <p>(B) <u>Forfeiture of performance security</u></p> <p>The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the vendor.</p> <p>Important Notes:</p> <p>(1) The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty/Guarantee obligations.</p> <p>(2) Performance security shall be refunded to the vendor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>(3) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p> <p>(4) The Performance Security shall not carry any interest.</p> <p>(5) Value of the Bank Guarantee shall remain unchanged for any subsequent variations in Purchase Order value up to $\pm 30\%$. Beyond this variation of $\pm 30\%$, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly.</p> <p>(6) The Bank Guarantee shall be from any bank as per Annexure-XIV for List of Banks. The original BG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida.</p> <p>(7) Extension of validity of the BG in original, as per above clause, should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the BG.</p> <p>(8) Non-submission BG / Deposit, as applicable, shall be considered as breach of contract as per terms of the NIT and BHEL reserves the right to impose Suspension of Business Dealings with the Supplier / Contractor.</p> <p>(9) Vendor to ensure submission of Certificate of Final Documentation /Confirmation regarding Non-applicability of Final Documentation, as the case may be, as referred in clause No. 9 regarding Final Documentation. BG shall be released only after submission of the same to BHEL TBMM.</p> <p>(10) Vendor to provide SFMS copy of issued BG unless the BG won't be accepted.</p>
12.1	DELIVERY LOCATION
	BHARAT HEAVY ELECTRICAL LIMITED, BHEL SITE OFFICE-(TBG), NTPC SINGRAULI-III, SHAKTI NAGAR, Sonbhadra, Uttar Pradesh-231222 GSTN-09AAACN0255D9ZO State: U.P. Code :09
12.2	Bill to Address

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	To be informed later.						
13.	DELIVERY PERIOD						
	<p>Proposed delivery requirement:</p> <table><tr><th>Sl. No.</th><th>Project Name</th><th>Fire Fighting Equipments</th></tr><tr><td>1</td><td>NTPC SINGRAULI</td><td>MAR'26</td></tr></table> <p>Vendor to dispatch the material as per delivery plan mentioned in ACTIVITY SCHEDULE (attached) to meet the project requirement. Vendor to ensure supply/delivery of goods in time.</p> <p>In case, BHEL's delivery schedule is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery schedule. However, if vendor fails to meet the requisite activity schedule, then BHEL reserves the right not to consider the offer of such vendor(s).</p> <p>The delivery conditions specified are for the contractual LD purpose. However, BHEL may ask for the early delivery without any compensation.</p> <p>Note: LR / GR date or invoice date (whichever is later) shall be considered as delivery date.</p>	Sl. No.	Project Name	Fire Fighting Equipments	1	NTPC SINGRAULI	MAR'26
Sl. No.	Project Name	Fire Fighting Equipments					
1	NTPC SINGRAULI	MAR'26					
14.	LIQUIDATED DAMAGES FOR DELAYED DELIVERY						
	<p>Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.</p> <p>Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.</p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.</p> <p>Note: <u>Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).</u></p>						
15	VALIDITY OF OFFER:						
	<p>The offer shall be valid for 120 days from the date of opening of tender (i.e. techno-commercial bid unless otherwise specified in the NIT).</p>						
16	VENDOR APPROVAL/ ACCEPTANCE						
	<ul style="list-style-type: none">Bidder's offer will be considered for evaluation based on PQR, Technical and other commercial documents submitted along with bid.						

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	<ul style="list-style-type: none"> Bidder's offer will be acceptable subject to final acceptance of vendor by ultimate customer (NTPC) as approved supplier. In case of vendor not in approved vendor list of NTPC for the product category, Bidder is required to submit the documents for vendor approval along with Bid. bidder is liable for rejection if fails to submit the document. Any other document required by customer at the time of vendor approval shall be communicated accordingly.
17	DEVIATION
	<p>Technical Deviation: No Technical Deviation is envisaged.</p> <p>Commercial Deviation: No Commercial Deviation envisaged except defined in ATC.</p> <p>The bids having deviation(s) w.r.t. tender is liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.</p> <p>Clause-wise deviations and / or additional conditions / clarifications, if any, are to be brought out clearly in "Schedule of Commercial Deviation" and "Schedule of Technical Deviation" If any. Deviations and / or additional conditions / clarifications, if any, mentioned elsewhere in the bid / offer, shall not be considered.</p>
18	TENDER EVALUATION
	Cost evaluation shall be done on overall basis i.e. total cost to BHEL including GST.
19	QUANTITY SPLITTING AND AWARDING:
	Entire quantity under this package shall be awarded to L1 bidder.
20	VALIDITY OF PURCHASE ORDER:
	Purchase orders for Supply of main items & Spares shall be issued separately. The purchase order(s) shall be valid for one year from date of PO.
21	WORKS ADDRESS:
	Bidders to mention their works address in Annexure-XV (Contact details of bidder).
22	Settlement of Dispute
	If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 22.1.

22.1 Conciliation:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either party to other party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).

22.2 Arbitration:

22.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 22.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution "IIAC" (India International Arbitration Centre) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

22.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

22.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

22.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

22.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be New Delhi.

22.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	<p>22.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p> <p>22.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.</p> <p>22.2.9 In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>22.2.10 In case, multiple arbitrations are invoked (whether sub-judices or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 22.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p> <p>22.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.</p>
23	BREACH OF CONTRACT, REMEDIES AND TERMINATION
	<p>23.1 Following conditions shall be considered as breach of contract:</p> <ul style="list-style-type: none"> i) Non-supply of material/ non-completion of work by the vendor within scheduled delivery/ completion period as per contract or as extended from time to time. ii) The vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period. iii) The vendor delivers equipment/ material not of the contracted quality. iv) The vendor fails to replace the defective equipment/ material/ component as per guarantee clause. v) Withdrawal from or abandonment of the work by the vendor before completion as per contract. vi) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. vii) Non-compliance to any contractual condition or any other default attributable to Contractor/ Vendor.

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	<p>viii) Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</p> <p>ix) Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.</p> <p>x) Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</p> <p>Note:</p> <p>Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.</p> <p>In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p> <p><u>23.2 Remedies for breach of contract:</u></p> <p>a) Wherein the period as stipulated in the notice issued under clause 22.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</p> <p>b) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.</p> <p>c) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <p>d) In case the amount recovered is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>e) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p>
--	---

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	<p>i) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>ii) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>f) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>g) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>h) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>Note:</p> <p>(1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p> <p><u>LD against delay in executed supply in case of Termination of Contract:</u></p> <p>LD against delay in executed supply shall be calculated in line with LD clause no. 14.0, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.</p> <p>Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below.</p> <p>a) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier = T1</p> <p>b) Let the value of executed work/ supply till the time of termination of contract = X</p> <p>c) Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y</p> <p>d) Delay in executed work/ supply attributable to contractor/ supplier i.e. $T2 = [1 - (X/Y)] \times T1$</p> <p>e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to supplier taking “X” as Contract Value and “T2” as delay attributable to contractor/ supplier.</p>
--	--

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.												
24	MICRO & SMALL ENTERPRISES (MSE)												
	Any bidder falling under MSE category shall submit Udyam Registration certificate along with their techno-commercial offer.												
	<table><tr><td>Type under MSE</td><td>SC/ST owned</td><td>Women owned</td><td>Others (excluding SC/ST & Women Owned)</td></tr><tr><td>Micro</td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td></tr></table>	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ST & Women Owned)	Micro				Small			
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ST & Women Owned)										
Micro													
Small													
	<p>Note:</p> <p>a) If the bidder does not furnish the Udyam Registration certificate for MSE category, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>b) Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p> <p>c) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit Udyam Registration certificate along with the offer.</p> <p>d) Bidder to select purchase preference in GeM Portal to avail MSE purchase preference for this enquiry. No purchase preference shall be applicable for this enquiry if MSE purchase preference is not selected by the bidder in GeM Portal.</p> <p><u>Purchase preference applicable as per GeM Bid.</u></p>												
25	REVERSE AUCTION												
	Applicable as per GeM Bid.												
26	INTEGRITY PACT												
	Not Applicable												
27	VARIATION OF CONTRACT VALUE / QUANTITY VARIATION												
	BHEL shall have the right to variation in quantities of items within -25% to +25% of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within one year from the date of original Purchase Order / Contract or completion of execution of the Purchase Order / Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Purchase Order / Contract is on “Lumpsum” basis, no variation of Purchase Order / Contract value shall be admissible to the Supplier / Contractor within the scope of Purchase Order / Contract, as long as the inputs remain unchanged.												

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	Note: In case the product is required for projects other than the specified in this enquiry, BHEL reserves the right to issue purchase orders to the successful bidder within the agreed quantity variation limits and supplier shall be bound to accept the same. However, such order will be placed within six months from the date of original PO. Freight shall be paid on pro-rata basis of respective BOQ items.
28	GeM Seller ID GeM seller ID is mandatory for the bidders and must be mentioned in their offer. In case at the time of submission of offer GeM seller ID is not available with bidder, then successful tenderer should ensure to have GeM Seller ID prior to award of contract. Department of Expenditure (DOE) OM no. 6/9/2020-PPD dated 24.08.2020 may be referred in this regard.
29	MODE OF PAYMENT Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS. TBG is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per GoI guidelines.
30	MAKE IN INDIA (PPP-MII) For this procurement, the local content to categorize a supplier as Class-I local supplier / class-II local supplier / Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. “Bidder to specify the percentage of local content as per the format of self-declaration for local content” as per Annexure-V.” “This tender is not a global tender and only Class-I suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 are eligible to bid in this tender. Bids received from Class II & Non- Local supplier shall be rejected.” The minimum local content to qualify as a Class-I local supplier is 60% . Procurement under this bid is reserved for purchase from Class-I local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. In case the bid value is more than Rs.10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Purchase preference to Micro and Small Enterprises clause will get precedence over this clause.

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

31	<p>COMPLIANCE TO GOI ORDER FOR RESTRICTIONS UNDER RULE 144 (XI) OF GENERAL FINANCIAL RULES (GFRS), 2017</p> <ul style="list-style-type: none"> 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. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority. "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. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: - <ul style="list-style-type: none"> (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. The beneficial owner for the purpose of (iii) above will be as under: <ol style="list-style-type: none"> 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. <p>Explanation-</p> <ol style="list-style-type: none"> "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company; "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; <ol style="list-style-type: none"> 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; 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
-----------	---

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	<p>of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>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;</p> <p>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.</p> <ul style="list-style-type: none"> An Agent is a person employed to do any act for another, or to represent another in dealings with third person. <p>1. 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</p> <p>2. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.</p> <p>If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution</p> <p>The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects. List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (https://www.mea.gov.in/).</p>
32	COMPLIANCE TO ORDER NO. 25-111612018-PG, DATED 02.07.2020 OF MINISTRY OF POWER, GOI:
	<p>Power Supply System is a sensitive and critical infrastructure that supports not only our national defense, vital emergency services including health, disaster response, critical national infrastructure including classified data & communication services, defense installations and manufacturing establishments, logistics services but also the entire economy and the day-today 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.</p> <p>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: -</p>

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	<p>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.</p> <p>2. All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MOP).</p> <p>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</p> <p>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).</p> <p>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.</p>
33	PREVENTION FOR CARTEL FORMATION
	<p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines</p>
34	Force Majeure
	<p>34.1 "Force Majeure" shall mean circumstance which is:</p> <p>a) beyond control of either of the parties to contract,</p> <p>b) either of the parties could not reasonably have provided against the event before entering into the contract,</p> <p>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</p> <p>d) is not substantially attributable to either of the parties</p> <p>And</p> <p>Prevents the performance of the contract,</p> <p>Such circumstances include but shall not be limited to:</p> <p>War, hostilities, invasion, act of foreign enemies.</p> <p>Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</p> <p>Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.</p> <p>Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</p> <p>Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio-activity.</p> <p>Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</p> <p>Epidemic, pandemic etc.</p>

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	<p>34.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: any strike, work-to-rule action, go-slow or similar labour difficulty late delivery of equipment or material (unless caused by Force Majeure event) and economic hardship.</p> <p>34.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>34.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>34.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not (i) Constitute a default or breach of the Contract. (ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p>34.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.</p>
35	Fraud Prevention Policy
	The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
36.	ERECTION, TESTING & COMMISSIONINGN (ETC):
	<p>The scope of work of the successful bidder / contactor shall comprise but not limited to the following: -</p> <p>1.1 Receipt of equipment / material at site, unloading, handling, transportation to storage area.</p> <p>1.2 Inspection / verification of equipment / material received for any shortage /damage after opening the packing / cases and intimating the same to BHEL /Owner and underwriters within the time period specified by BHEL /Underwriters and to strictly follow the procedures specified. Storage of equipment in open / indoor store to be provided by BHEL in line with the instructions of BHEL.</p> <p>1.3 Conservation / maintenance / up-keeping of the equipment / item in the store.</p>

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	<p>1.4 Temporary lighting in stores and construction area wherever required for their work.</p> <p>1.5 Safety / Security of equipment / material.</p> <p>1.6 Transportation of equipment / material from store to erection site, erection of equipment / material in line with the drawings / instructions to be furnished by BHEL, testing, commissioning including PG test (if applicable) and handing over.</p> <p>1.7 Maintenance of associated equipment till handing over & any other activity necessary for completion of the job but not specifically mentioned in this specification.</p> <p>1.8 Unloading, transportation to storage area, storing, up-keeping and handing over of spare items / equipment.</p> <p>1.9 Safety, watch & ward of material at site which shall be sole responsibility of the Contractor.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. If any discrepancies found between above mentioned scope of work and scope of work defined in the Technical Specification no. TB-429-552-036. the scope of work mentioned in Technical Specifications of respective projects /site shall prevail. 2. In case unloading / watch & ward of material at site is not executed by the Contractor, BHEL reserve the right to get it executed with the available resources at the risk & cost of the Contractor. 3.
36.1	TESTING AND COMMISSIONING: -
	<p>All the electrical / mechanical test of the equipment & material and shall be arranged by the contractor as per standard specification / Field Quality Plan /Erection Manual / Directives of the Site Official / Owner. The contractor shall fill the check list for storage, erection, testing and commissioning of all their equipment as per BHEL systems to ensure proper quality of work.</p> <p>All the testing equipment required to carry out the site test for all their equipment or the erected equipment shall be arranged by the contractor at his own cost. However, necessary instructions and guidelines will be given by BHEL / Owner.</p> <p>The contractor shall be entirely responsible for the satisfactory erection and providing test equipment & skilled manpower for testing & commissioning of all equipment.</p> <p>Before charging, the system shall have to be approved by Statutory Govt. Authorities like Electrical Inspector other concerned agency and the contractor has to arrange approval for the same.</p>
36.2	CONSUMABLES:
	The contractor shall maintain adequate inventory of necessary consumables at site prior to erection so that timely completion of the works under the contract is not held up due to non-availability of consumables / spares.
36.3	COMMENCEMENT OF WORK:
	Start / Zero date for the work shall be date as specified in the Contract / activity schedule.
36.4	COMPLETION SCHEDULE:

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	The entire work under this tender enquiry is required to be completed as specified in Activity Schedule of NIT.
36.5	OVER RUN CHARGES:
	No overrun charges are payable.
36.6	IDLE LABOUR CHARGES:
	No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
36.7	INSURANCE:
	The Contractor shall take insurance to cover his Tools and Plants, assets, workmen's compensation and third-party liabilities. The contractor shall make available the original insurance certificates to the Site Official for necessary verification before commencement of work.
36.8	FACILITIES TO BE PROVIDED AT SITE BY THE CONTRACTOR:
	Watch and ward for the store and safe custody of the equipment / material in the scope of Contractor shall be his responsibility. It is the responsibility of the contractor to dismantle and take away all the material of his office accommodation as soon as the work is handed over to BHEL / Owner and clean the area of debris.
36.9	ADDITIONAL EXPENDITURE:
	In case any additional expenditure is incurred in the works arising out of the faulty execution of the works by the contractor, such additional expenditure shall be borne by the contractor.
36.10	REGULATION OF LOCAL AUTHORITIES & COMPLIANCE OF STATUTORY REQUIREMENTS:
	<p>The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law. The contractor, as required, will obtain independent licence under The Contract Labour (Regulation and Abolition) Act, 1970 from the concerned authorities based on the certificate (Form-V) issued by the Principal Employer / Customer.</p> <p>In case Contractor is not registered with GST authorities of state where project is located, vendor shall have to obtain registration with GST Authorities of state. The vendor shall comply with all State and Central Laws / Acts, Statutory Rules, Regulations etc., as may be enacted by the Government during the tenure of the</p> <p>Contract and having in force and applicable to the Contract and nothing shall be done by the Contractor in contravention of any Law / Act and / or Rules /Regulations, thereunder or any amendment thereof.</p> <p>Provisions of The Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and The Building & Other Construction Workers Welfare Cess Act, 1996 shall also be applicable.</p> <p>The Contractor shall pay all taxes, fees, licence charges / deposits, duties, tolls, royalty, commissions or other charges which may be levied on account of any of his operations connected with the Contract. In case BHEL is constrained to make any of such payments, BHEL shall recover the same from the Contractor either from moneys due to him or otherwise as deemed fit.</p>
36.11	ELECTRICITY & WATER:

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	<p>Electricity for ETC work shall be provided at one point by BHEL near (within 10 meters) to the working areas and shall be free of cost to the Contractor. The contractor shall have to make his own arrangements for distribution to various locations for their works including proper switches / fuse units, distribution boards, cables, poles etc. to ensure safety of employees, workmen and equipment.</p> <p>Water Supply arrangement for construction purpose shall be arranged by BHEL near (within 10 meters) to the working areas and shall be free of cost to the Contractor. The contractor shall have to make his own arrangements for distribution to various locations for their works.</p>
37	Limitation of Liability:
	<p>Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.</p> <p>This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.</p>
38	Consequential Loss:
	Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract.
39	Manufacturing Quality Plan (MQP/QAP):
	Inspection shall be carried out as per Customer's (NTPC) approved Quality Plan categorization by NTPC/BHEL. For the same, Bidder(s) to submit QAP at contract stage for BHEL/end customer approval.
40.	Suspension of Business dealings with Suppliers
	<p>BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.</p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage:</p>

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	http://www.bhel.com/vender_registration/vender.php
41.	Other terms & conditions shall be as per GTC of GeM.
	IMPORTATNT NOTE:
	BHEL will issued purchase order for supply main Items and Spares Separately.

ADDITIONAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT**Enclosures:**

Sl. No.	
1	Bid Specific ATC
2.	Technical Specifications
3.	Price Bid format
4.	Annexure-I Pre-Qualifying requirement
5.	Annexure-II-- Activity Schedules
6.	Annexure-III Check List-For Bill
7.	Annexure-IV- Deleted.
8.	Annexure-V- Self-Certification for Local Content
9.	Annexure-VI- Restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017
10.	Annexure-VII-Bidders certification regarding compliance to Rule 144 (xi) of General Financial Rules (GFRs), 2017
11.	Annexure-VIII-Bidders certification regarding compliance to Rule 144 (xi) of General Financial Rules (GFRs), 2017
12.	Annexure-IX-Order No. 25-111612018-PG, Dated 02.07.2020-MOP
13.	Annexure-X-Bidder certification regarding compliance to MOP circular
14.	Annexure-XI-Implementation of Integrity Pact IP in BHEL – Not Applicable
15.	Annexure-XII-Format for vendor approval
16.	Annexure-XIII-Format of Security cum Performance BG
17.	Annexure-XIV-List of Banks for the Submission of Security cum Performance Bank Guarantee
18.	Annexure-XV-Contact details of bidder
19.	Annexure-XVI-Sch of Technical Dev
20.	Annexure-XVII-Sch of Commercial Dev
21.	PPP-MII-Order
22.	MRC-Format
23.	Inspection call format

UNPRICED BID														
Project : NTPC Singrauli Super thermal Power Project Stagelli (2X800 MW)														
Item: FIRE FIGHTING EQUIPMENTS														
Sl. no.	Item Description	Item Unit	Qty	Unit Exworks	Total Exworks	GST on Total Exworks	Unit Freight	Total F&I	GST on Total F&I	Unit ETC	Total ETC	GST on Total ETC	Total cost to BHEL excluding GST	Total cost to BHEL including GST
A	NTPC SINGRAULI - MAIN ITEM SUPPLY (Sr No 1 to 47) + ETC (Sr No 1 to 49)													
1	FIRE FIGHTING EQUIPMENT : M 5 PIPE 300NB (FE410 GRADE)	MTR	10	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
2	FIRE FIGHTING EQUIPMENT : M 5 PIPE 200NB (FE410 GRADE)	MTR	770	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
3	FIRE FIGHTING EQUIPMENT : MS ERW PIPE 150NB (HEAVY GRADE)	MTR	378	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
4	FIRE FIGHTING EQUIPMENT : MS ERW PIPE 100NB (HEAVY GRADE)	MTR	120	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
5	FIRE FIGHTING EQUIPMENT : MS ERW PIPE 80NB (HEAVY GRADE)	MTR	50	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
6	FIRE FIGHTING EQUIPMENT : GI PIPE 100NB (HEAVY GRADE)	MTR	22	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
7	FIRE FIGHTING EQUIPMENT : GI PIPE 80NB (HEAVY GRADE)	MTR	39	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
8	FIRE FIGHTING EQUIPMENT : GI PIPE 65NB (HEAVY GRADE)	MTR	10	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
9	FIRE FIGHTING EQUIPMENT : GI PIPE 50NB (HEAVY GRADE)	MTR	80	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
10	FIRE FIGHTING EQUIPMENT : GI PIPE 40NB (HEAVY GRADE)	MTR	10	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
11	FIRE FIGHTING EQUIPMENT : GI PIPE 32NB (HEAVY GRADE)	MTR	12	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
12	FIRE FIGHTING EQUIPMENT : GI PIPE 25NB (HEAVY GRADE)	MTR	150	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
13	FIRE FIGHTING EQUIPMENT : GATE VALVE 100NB	NO	7	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
14	FIRE FIGHTING EQUIPMENT : GATE VALVE WITH LIMIT SWITCH 100NB	NO	2	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
15	FIRE FIGHTING EQUIPMENT : GATE VALVE 200NB	NO	4	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
16	FIRE FIGHTING EQUIPMENT : GATE VALVE 150NB	NO	2	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
17	FIRE FIGHTING EQUIPMENT : BUTTERFLY VALVE 100NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
18	FIRE FIGHTING EQUIPMENT : YTYPE STRAINER 100NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
19	FIRE FIGHTING EQUIPMENT : DELUGE VALVE 100NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
20	FIRE FIGHTING EQUIPMENT : SINGLE HEADED HYDRANT VALVE	NO	14	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
21	FIRE FIGHTING EQUIPMENT : RRL FIRE HOSE 63 MM DIA. X 15 MTRS LONG WITH SS COUPLING (IS: 636 TYPEA)	NO	28	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
22	FIRE FIGHTING EQUIPMENT : BRANCH PIPE WITH NOZZLE	NO	14	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
23	FIRE FIGHTING EQUIPMENT : HOSE BOXEXTERNAL	NO	14	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
24	FIRE FIGHTING EQUIPMENT : WATER MONITOR	NO	7	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
25	FIRE FIGHTING EQUIPMENT : HVV SPRAY NOZZLE	NO	56	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
26	FIRE FIGHTING EQUIPMENT : Q.B DETECTOR	NO	40	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
27	FIRE FIGHTING EQUIPMENT : MS ERW PIPE 65NB (HEAVY GRADE)	MTR	84	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
28	FIRE FIGHTING EQUIPMENT : MS ERW PIPE 50NB (HEAVY GRADE)	MTR	10	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
29	FIRE FIGHTING EQUIPMENT : PRESSURE SWITCH	NO	2	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
30	FIRE FIGHTING EQUIPMENT : SOLENOID VALVE	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
31	FIRE FIGHTING EQUIPMENT : LOCAL CONTROL PANEL FOR DELUGE VALVE.	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
32	FIRE FIGHTING EQUIPMENT : WRAPING & COATING MATERIAL	SQM	175	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
33	FIRE FIGHTING EQUIPMENT : CO2 TYPE EXTINGUISHER 4.5 KG	NO	14	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
34	FIRE FIGHTING EQUIPMENT : DRY CHEMICAL POWDER 6 KG	NO	12	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
35	FIRE FIGHTING EQUIPMENT : TROLLEY MOUNTED DRY CHEMICAL POWDER CYLINDRICAL SHAPE FIRE EXTINGUISHER 50 KG CAPACITY	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
36	FIRE FIGHTING EQUIPMENT : MECHANICAL FOAM TYPE EXTINGUISHER 60 LITER	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
37	FIRE FIGHTING EQUIPMENT : FIRE ALARM PANEL	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
38	FIRE FIGHTING EQUIPMENT : MULTI SENSOR DETECTOR	NO	106	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
39	FIRE FIGHTING EQUIPMENT : RESPONSE INDICATOR	NO	47	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
40	FIRE FIGHTING EQUIPMENT : MANUAL CALL POINT	NO	7	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
41	FIRE FIGHTING EQUIPMENT : CONTROL MODULE	NO	8	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
42	FIRE FIGHTING EQUIPMENT : MONITOR MODULE	NO	10	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
43	FIRE FIGHTING EQUIPMENT : HOOTER CUM STROBE	NO	5	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
44	FIRE FIGHTING EQUIPMENT : BEAM DETECTOR SET	NO	4	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
45	FIRE FIGHTING EQUIPMENT : LOOP CABLE	MTR	2800	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
46	FIRE FIGHTING EQUIPMENT : POWER CABLE	MTR	600	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
47	FIRE FIGHTING EQUIPMENT : OPTICAL LHS CABLE	MTR	2500	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
48	RCC PEDESTAL	NO	250	NA	NA	NA	NA	NA	NA	Quoted	Quoted	Quoted	Quoted	Quoted
49	DELUGE VALVE HOUSING	NO	1	NA	NA	NA	NA	NA	NA	Quoted	Quoted	Quoted	Quoted	Quoted
B	NTPC SINGRAULI - MANDATORY SPARES (Sr No 1 to 47)													
1	FIRE FIGHTING EQUIPMENT : HOSE PIPE - 15M LONG	NO	4	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
2	FIRE FIGHTING EQUIPMENT : BRANCH PIPE WITH NOZZLE	NO	2	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
3	FIRE FIGHTING EQUIPMENT : DELUGE VALVE - 100NB	SET	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
4	FIRE FIGHTING EQUIPMENT : CLAPPER ASSEMBLY FOR DELUGE VALVE 100NB	SET	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
5	FIRE FIGHTING EQUIPMENT : SOLENOID COIL FOR DELUGE VALVE 100NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
6	FIRE FIGHTING EQUIPMENT : BUTTERFLY VALVE - 100NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
7	FIRE FIGHTING EQUIPMENT : GATE VALVE 150NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
8	FIRE FIGHTING EQUIPMENT : GATE VALVE 100NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
9	FIRE FIGHTING EQUIPMENT : DISC FOR BUTTERFLY VALVE 100NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
10	FIRE FIGHTING EQUIPMENT : GATE FOR GATE VALVE 150NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
11	FIRE FIGHTING EQUIPMENT : GATE FOR GATE VALVE 100NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
12	FIRE FIGHTING EQUIPMENT : STEM FOR GATE VALVE 150NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
13	FIRE FIGHTING EQUIPMENT : STEM FOR GATE VALVE 100NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
14	FIRE FIGHTING EQUIPMENT : SEAT RING FOR GATE VALVE 150 NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
15	FIRE FIGHTING EQUIPMENT : SEAT RING FOR GATE VALVE 100 NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted

Project : NTPC Singrauli Super thermal Power Project Stagelli (2X800 MW)														
Item: FIRE FIGHTING EQUIPMENTS														
Sl. no.	Item Description	Item Unit	Qty	Unit Exworks	Total Exworks	GST on Total Exworks	Unit Freight	Total F&I	GST on Total F&I	Unit ETC	Total ETC	GST on Total ETC	Total cost to BHEL excluding GST	Total cost to BHEL including GST
16	FIRE FIGHTING EQUIPMENT : GASKETS FOR GATE VALVE 150NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
17	FIRE FIGHTING EQUIPMENT : GASKETS FOR GATE VALVE 100NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
18	FIRE FIGHTING EQUIPMENT : BEARING FOR BUTTERFLY VALVE 100NB	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
19	FIRE FIGHTING EQUIPMENT : STRAINER ELEMENT WITH O-RINGS & STIFFENER 100NB	SET	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
20	FIRE FIGHTING EQUIPMENT : HHV SPRAY NOZZLE	NO	3	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
21	FIRE FIGHTING EQUIPMENT : Q.B DETECTOR	NO	2	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
22	FIRE FIGHTING EQUIPMENT : SINGLE HEADED HYDRANT VALVE-EXTERNAL	NO	4	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
23	FIRE FIGHTING EQUIPMENT : WATER MONITOR	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
24	FIRE FIGHTING EQUIPMENT : SPINDLE WITH NUT FOR HYDRANT VALVE	SET	2	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
25	FIRE FIGHTING EQUIPMENT : BONNET, GLANDNUT, RUBBER ASSEMBLY FOR HYDRANT VALVE	SET	2	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
26	FIRE FIGHTING EQUIPMENT : SEAT, CHECK NUT, WASHER ASSEMBLY FOR HYDRANT VALVE	SET	2	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
27	FIRE FIGHTING EQUIPMENT : RUBBER WASHER FOR FEMALE COUPLING FOR HYDRANT VALVE	NO	4	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
28	FIRE FIGHTING EQUIPMENT : INSTANTANEOUS FEMALE COUPLING ASSEMBLY COMPLETE FOR HYDRANT VALVE	SET	4	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
29	FIRE FIGHTING EQUIPMENT : LOCK PIN FOR HYDRANT VALVE	NO	4	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
30	FIRE FIGHTING EQUIPMENT : MULTI SENSOR DETECTOR	NO	12	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
31	FIRE FIGHTING EQUIPMENT : RESPONSE INDICATOR	NO	5	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
32	FIRE FIGHTING EQUIPMENT : MANUAL CALL POINT	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
33	FIRE FIGHTING EQUIPMENT : CO2 TYPE EXTINGUISHER -4.5 KG	NO	2	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
34	FIRE FIGHTING EQUIPMENT : PORTABLE DRY CHEMICAL POWDER CYLINDRICAL SHAPE FIRE EXTINGUISHER 6 KG CAPACITY	NO	2	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
35	FIRE FIGHTING EQUIPMENT : MECHANICAL FOAM TYPE FIRE EXTINGUISHER TROLLEY MOUNTED 45L CAPACITY	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
36	FIRE FIGHTING EQUIPMENT : TROLLEY MOUNTED DRY CHEMICAL POWDER CYLINDRICAL SHAPE FIRE EXTINGUISHER 50 KG CAPACITY	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
37	FIRE FIGHTING EQUIPMENT : POWER SUPPLY MODULES	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
38	FIRE FIGHTING EQUIPMENT : PROCESSOR MODULES, CONTROL MODULES, LOOP CARD MODULES, ISOLATOR CARD	SET	2	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
39	FIRE FIGHTING EQUIPMENT : INTERFACE UNIT/MODULES FOR NON ADDRESSABLE DEVICES, AUXILIARY/OUTPUT RELAY MODULES,CONTROL MODULES,SUPERVISORY CONTROL MODULES AND ANY OTHER ELECTRONIC MODULES	SET	4	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
40	FIRE FIGHTING EQUIPMENT : LCD DISPLAY UNITS OF PANELS	NO	1	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
41	FIRE FIGHTING EQUIPMENT : POWERSUPERVISION RELAY	NO	4	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
42	FIRE FIGHTING EQUIPMENT : FIRE SCREEN/ ALARM BUZZER	NO	2	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
43	FIRE FIGHTING EQUIPMENT : LIMIT SWITCH	NO	2	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
44	FIRE FIGHTING EQUIPMENT : FO CABLE	MTR	500	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
45	FIRE FIGHTING EQUIPMENT : BATTERY	NO	2	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
46	FIRE FIGHTING EQUIPMENT : PRESSURE SWITCH	NO	2	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
47	FIRE FIGHTING EQUIPMENT : PRESSURE GAUGE	NO	2	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted	NA	NA	NA	Quoted	Quoted
Note: Bidder to Mention applicable GST in% .														

PROJECT:	SUPPLY OF MAIN EQUIPMENTS, SPARES AND ETC OF FIRE FIGHTING SYSTEM FOR NTPC SINGRAULI-III PROJECT
ITEM:	FIRE FIGHTING SYSTEM
ENQUIRY No.	

ANNEXURE-I

PRE- QUALIFYING CRITERIA (PQR) FOR BIDDERS

Fire Detection and Protection System:

The bidder should have designed, supplied, erected and commissioned at least one (1) number of Fire protection Systems, each of contract value not less than INR 35.0 million or equivalent in foreign currency (exchange rate applicable as on date of Techno-commercial bid opening), in industrial installations. Each of the above fire protection systems should have comprised of:

- a) Fire hydrant system.
- b) High velocity water (HVW) spray or medium velocity water (MVW) spray or sprinkler system.
- c) Fire water pumping and pressurizing arrangement.

The systems mentioned above should have been designed to the recommendations of Tariff Advisory Committee of India or Oil industry safety directorate (OISD) or any other International reputed authority (like LPC-UK or NFPA, USA) and these systems should have been in successful operation for at least one (1) year prior to the date of techno-commercial bid opening i.e. 22-12-23.

In addition, the analogue addressable type fire alarm system proposed to be supplied shall be sourced from a firm who has supplied at least one (1) similar system which have been approved or listed by UL-USA/ FM-USA/ LPC-UK/ Similar agency and should have been in successful operation for at least one (1) year prior to the date of techno- commercial bid opening i.e. 22-12-23.

In support of the above credentials, the bidder should submit copy of Purchase order along with performance certificate from customer.

(#) Successful operation means certificate issued by the Customer/ end user certifying the operation without any adverse remark.

Only Bidders qualifying PQR requirements will be made technically acceptable for further bid evaluation activity.

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

ANNEXURE-II ACTIVITY SCHEDULE FOR FPS NTPC SINGRAULI-III

A. Supply	Brief Description of work	ACTIVITY TIME IN WEEKS	Responsibility
1	Inputs to vendor from BHEL after issue of PO	1 Week	BHEL scope.
2	Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet, Type test reports, Spare BOQ etc.	2 Weeks	Supplier scope.
3	Review and Approval of documents from BHEL/Customer and issue of manufacturing clearance.	2 Weeks	BHEL scope.
4	Manufacturing time (after Manufacturing Clearance from BHEL) along with Inspection Call (ie. Time from Manufacturing Clearance date and inspection date mentioned in inspection call)	21 Weeks	Supplier scope.
5	BHEL/ customer Inspection & dispatch clearance	2 Weeks	BHEL scope
6	Dispatch	2 Weeks	Supplier scope
7	ETC (from BHEL TBG Site/HQ Clerence through Email /Letter)	20 Weeks	Supplier scope
	Total time for supply	50 Weeks	
Note:	1. Inspection call to be raised by vendor 1 week in advance. 2. Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier. 3. Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained. 4. Vendor to ensure resubmission of drawings / documents within 2 Week from the date of comment given by BHEL		
Place	:	:
Date	:	:
		:

Check List for Supply bills

Name Of the Project							
Package Description							
Invoice No. & Date							
PO No. & date							
Sr. No	Documents Required	Copies	Check Points	Page no.	Vendor Remarks	Verification by MM	Verification by Fin
					(Y/N/NA)	(Y/N/NA)	(Y/N/NA)
1	Original for Buyer Invoice - GST compliant invoice	1 Original+2 Copy	1. Please ensure GST complaint invoice in original				
			2. Consignee address : BHEL C/o followed by site address				
			3. Item description and unit of quantity are matched with PO				
			4. Buyer address and GSTN No as required (TBG Noida or Nodal agency)				
			5. PO No and date, LR No and date, Vehicle No and Project name are				
			6. Invoiced quantity are not more than th PO quantity and MICC quantity				
			7. Ex works unit rate , Taxes and F&I rates are same as per PO				
			8. Signed and stamped by vendor				
2	Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1 Original+2 Copy	1. Consignee address : BHEL C/o followed by Site address				
			2. In case of material purchased from sub vendor , Consignee address Vendor's name C/o BHEL C/o Site address				
			3. Vendor's Invoice no and Vehicle No are mentioned				
			4. No of boxes/No of packages are same as per Packing list				
			5. In case of and adverse remark on LR (Like shortages/damages/broken etc) , clarification from site/TBMM/TBCM is nedded				
			6. LR is readable				
			7. In case of photo copy, LR is verified by TBMM				
			8. LR date is after the date of MICC/(MDCC if issued) or same date				
3	Packing List - showing number of packages, and gross weight/net Weight (if applicable)	1 Original+2 Copy	1. PO No and date, LR No and date, Invoice No and date, Site Name and address. Consignor and consignee address are mentior				
			2. Item description and quantity are matched with Invoice and PO				
			3. Signed and stamped by vendor				
			4. No of packages/ Item descriptions are matched with MRC and LR				
4	MICC from BHEL	1 Original+2 Copy	1. BHEL MICC has been issued prior to the date of dispatch or on same date				
			2. In case where MICC date is after the date of dispatch then MDCC date is same or prior to the date of dispatch				
			3. Project Name, PO,Po Date, Vendor's name and address is correct				
			4. Item description, Quantity and unit of quantity are same as per PO and				
			5. All hold point in MICC , if any, have been resolved before submission of bill				
			6. Signed and stamped by BHEL Executive				
			7. MICC and MDCC quantity are not less than Invoice quantity and cover all invoiced items.				
5	Guarantee Certificate	1 Original+2 Copy	1. Project Name, PO No., Invoice No , LR No and date are mentioned .				
			2. Guarantee Certificate is strictly matched with PO T&C				
			3. Signed and stamped by vendor				
6	Bank Guarantee	1 Copy	1. Ensure submission of BG directly from Bank before supply of material so that BG confirmation may be arranged before processing the bill				
			2. Bill can be processed only after receipt of BG confirmation directly from bank				
			3. It should be in the name of BHEL , TBG Noida with registered office address Siri Fort, New Delt				
			4. It should be in prescribed format.				
			5. BG value and valdity plus claim period should be minimum as specified in PO / RC. Please check before supply , If BG extension is required please arrange the same.				
			6. Vendor's name address should be same as per PO				
			7. Po No / RC No and date should be correct				
7	Insurance Certificate	1 Original+2 Copy	1. Invoice No and date, Vendor's Name,Place from Consignor to Consignee are mentioned				
			2. It has not been issued later than the LR date				
			3. Insured value is not less than the Invoice value				
			4. Signed and stamped by Insurance Company				
			5. In case of Open Insurance Policy, declaration has been submitted to Insurance Company as per declaration clause of Open policy and copy of or				
			6. In case of any discrepancy , consent of TBCM is required for processing the bill and amount will be deducted for invalid Insurance certific				
	PVC (If applicable) Invoice	1 Original+2 Copy	PVC (If applicable) Invoice is submitted along with the Despatch Invoice				
			1. PVC invoice is attached along with supply Invoice				

Check List for Supply bills

Name Of the Project							
Package Description							
Invoice No. & Date							
PO No. & date							
Sr. No	Documents Required	Copies	Check Points	Page no.	Vendor Remarks	Verification by MM	Verification by Fin
					(Y/N/NA)	(Y/N/NA)	(Y/N/NA)
8	is submitted along with the Despatch Invoice	original copy	2. Calculation sheet and applicable PVC indices are also enclosed				
			3. If delay in delivery, then PVC indices are as per PO conditions.				
9	Material receipt Certificate		1. LR No and date, Invoice No and date, Vehicle No and date , Site Name and address are mentioned				
			2. Date of receipt of material				
			3. Item description and quantity are same as per Invoice / Packing List				
			4. It is signed and stamped by Site executive				
			5. In case of any shortages / damages / adverse remark , clarification is needed				
10	Other Documents		To be seen as per specific requirement of PO.				

Check List for Supply bills

Name Of the Project							
Package Description							
Invoice No. & Date							
PO No. & date							
Sr. No	Documents Required	Copies	Check Points	Page no.	Vendor Remarks	Verification by MM	Verification by Fin
					(Y/N/NA)	(Y/N/NA)	(Y/N/NA)
To be filled by BHEL (MM) only							
10	Date Of Submission of Last Billing Document		Date to be mentioned		Not to be filled by vendor		
11	LD Calculation, if applicable as per PO.		Calculation Sheet of LD due to delay in delivery is attached				
12	Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1 Copy	Damages if any mentioned in the Receipted LR have been accounted for. Withhel amount if any_____				
13	Packing List - showing number of packages and gross weight & net Weight /If applicable	1 Original	If Packing list does not match with Purchase order (with ref to sl 4 above), Engg/MM acceptance as to the completeness is enclosed.				
14	PO copy	1 Copy	PO copy with original seal and signature is attached along with amendment if any				
15	Dan	1 copy	Relevant DANs are attached duly signed by TBMM representative.				
Note*	Every Field to be ticked. If some document is not applicable, same should be mentioned, All Pages to be numbered upw from the bottom Page						
	Invoice control No				Vendor Signature	MM Signature	Finance Signature
					Date:	Date:	Date:

DELETED

PROJECT:	SUPPLY OF MAIN EQUIPMENTS, SPARES AND ETC OF FIRE FIGHTING SYSTEM FOR NTPC SINGRAULI-III PROJECT
ITEM:	FIRE FIGHTING EQUIPMENTS
ENQUIRY No.	

ANNEXURE-V

Item/ Package Name	SUPPLY OF MAIN ITEMS, SPARE AND ETC OF FIRE FIGHTING SYSTEM FOR NTPC SINGRAULI PROJECTS
Enquiry No.	
Project	NTPC SINGRAULI-III
Percentage of Local Content%

Format of Self-certification regarding Local Content in line with PPP-MII order, 2017 and its revision Dtd. 04.06.2020 and any subsequent modifications/ amendments, if any.

Date:

I S/o, D/o, W/o, Resident of hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No. P-45021/2/2017-BE-II Dtd. 15.06.2017, its revision Dtd. 04.06.2020 and any subsequent modifications/ amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/ BHEL or any other Government authority for the purpose of assessing the local content of goods/ services/ works supplied by me for **“Supply of main items, spares and ETC of Firefighting Equipments for NTPC Singrauli projects”**.

That the local content for all inputs which constitute the said goods/ services/ works has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods/ services/ works supplied by me for **“Supply of main items, spares and ETC Of Firefighting Equipments for NTPC Singrauli projects”**. (Enter the name of the Equipment/Item for Project) contains% (mention the Local content in %age) Local Content.

That the value addition for the purpose of meeting the ‘Minimum Local Content’ has been made by me at (Enter the details of the location(s) at which value addition is made).

That in the event of the local content of the goods/ services/ works mentioned herein is found to be incorrect and not meeting the prescribed supplier class categorization criteria as per said order, based on the assessment of procuring agency(s)/ BHEL/ Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

PROJECT:	SUPPLY OF MAIN EQUIPMENTS, SPARES AND ETC OF FIRE FIGHTING SYSTEM FOR NTPC SINGRAULI-III PROJECT
ITEM:	FIRE FIGHTING EQUIPMENTS
ENQUIRY No.	

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:

- i. Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/ services/ works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- vi. Name and contact details of the unit of the Local Supplier(s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/ to provide services/ in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of *(Name of firm/ entity)*

Authorized signatory (To be duly authorized by the Board of Directors)

(Insert Name, Designation and Contact No.)

PROJECT:	SUPPLY OF MAIN EQUIPMENTS, SPARES AND ETC OF FIRE FIGHTING SYSTEM FOR NTPC SINGRAULI-III PROJECT
ITEM:	FIRE FIGHTING SYSTEM
ENQUIRY No.	

ANNEXURE-VI

CLAUSE REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017 AS PER GOVERNMENT OF INDIA ORDER OM NO. F.7/10/2021-PPD (1) DATED 23.02.2023

I. 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. *Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same 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 (or entity) 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;
- 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;

PROJECT:	SUPPLY OF MAIN EQUIPMENTS, SPARES AND ETC OF FIRE FIGHTING SYSTEM FOR NTPC SINGRAULI-III PROJECT
ITEM:	FIRE FIGHTING SYSTEM
ENQUIRY No.	

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. 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

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution

The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects. List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>).

PROJECT:	SUPPLY OF MAIN EQUIPMENTS, SPARES AND ETC OF FIRE FIGHTING SYSTEM FOR NTPC SINGRAULI-III PROJECT
ITEM:	FIRE FIGHTING EQUIPMENTS
ENQUIRY No.	

ANNEXURE-VII

**COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM No. F.7/10/2021-PPD (1) dated
23.02.2023 REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL
RULES (GFRS), 2017**

Item/ Package Name	SUPPLY OF MAIN EQUIPMENTS, SPARES AND ETC OF FIRE FIGHTING SYSTEM FOR NTPC SINGRAULI-III PROJECT
Enquiry No.	
Project	NTPC SINGRAULI-III

Sl. No.	Description	Bidder's confirmation
1.	<p><i>We, M/s [REDACTED] have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country.</i></p> <p><i>We also have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority."</i></p>	Agreed

Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL.

Signature of the authorized representative of

Place :
Date :

Bidder's Name :
Designation :
Company Seal :

PROJECT:	SUPPLY OF MAIN EQUIPMENTS, SPARES AND ETC OF FIRE FIGHTING SYSTEM FOR NTPC SINGRAULI-III PROJECT
ITEM:	FIRE FIGHTING SYSTEM
ENQUIRY No.	

ANNEXURE-VIII

COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM No. F.7/10/2021-PPD (1) dated 23.02.2023 REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017

Item/ Package Name	SUPPLY OF MAIN EQUIPMENTS, SPARES AND ETC OF FIRE FIGHTING SYSTEM FOR NTPC SINGRAULI-III PROJECT
Enquiry No.	
Project	NTPC SINGRAULI-III

Sl. No.	Description	Bidder's confirmation
1.	<p><i>We, M/s have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We are from such a country which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.</i></p> <p><i>We also have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement."</i></p> <p><i>Evidence of valid registration by the Competent Authority is attached.</i></p>	Agreed

Note: Non-compliance of above said Gol Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL.

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

Annexure-IX

No.25-111612018-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

सेवा भवन, आर. के. पुरम-I, नई दिल्ली-110066 टेली: 011-26732257 ईमेल: ce-rndcea@nic.in वेबसाइट:
www.cea.nic.in

Sewa Bhawan, R.K. Puram-I, New Delhi-110066 Tele: 011-26732257 Email: ce-rndcea@nic.in Website: www.cea.nic.in

PROJECT:	SUPPLY OF MAIN EQUIPMENTS, SPARES AND ETC OF FIRE FIGHTING SYSTEM FOR NTPC SINGRAULI-III PROJECT
ITEM:	FIRE FIGHTING SYSTEM
ENQUIRY No.	

ANNEXURE-X

IN VIEW OF ORDER NO. 25-111612018-PG, DATED 02.07.2020 OF MINISTRY OF POWER, GOI

Item/ Package Name	SUPPLY OF MAIN EQUIPMENTS, SPARES AND ETC OF FIRE FIGHTING SYSTEM FOR NTPC SINGRAULI-III PROJECT
Enquiry No.	
Project	NTPC SINGRAULI-III

This is to certify that all equipment, components, and parts imported for use in the Power Supply System and Network are in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG Dtd. 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/ Trojan, etc.

Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.

Signature of the authorized representative of

Place :
Date :

Bidder's Name :
Designation :
Company Seal :

ANNEXURE-XI

Not Applicable

	CORPORATE QUALITY ASSURANCE SUB-VENDOR QUESTIONNAIRE
--	---

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

Format No. : QS-01-QAI-P-04/F2-R2

1/2

Engg. div./QA&I

	CORPORATE QUALITY ASSURANCE SUB-VENDOR QUESTIONNAIRE
--	---

11.	Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing			Details attached at Annexure – F2.7		
12.	Manufacturing facilities (List of machines, special process facilities, material handling etc.)			Details attached at Annexure – F2.8		
13.	Testing facilities (List of testing equipment)			Details attached at Annexure – F2.9		
14.	If manufacturing process involves fabrication then-			Applicable / Not applicable		
	List of qualified Welders			Details attached at Annexure – F2.10		
	List of qualified NDT personnel with area of specialization			(if applicable)		
15.	List of out-sourced manufacturing processes with Sub-Vendors' names & addresses			Applicable / Not applicable		
				Details attached at Annexure. –F2.11 (if applicable)		
16.	Supply reference list including recent supplies			Details attached at Annexure – F2.12 (as per format given below)		
	Project/ package	Customer Name	Supplied Item (Type/Rating/Model /Capacity/Size etc)	PO ref no/date	Supplied Quantity	Date of Supply
17.	Product satisfactory performance feedback letter/certificates/End User Feedback			Attached at annexure - F2.13		
18.	Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating) Note:- Reports need not to be submitted			Applicable / Not applicable		
				Details attached at Annexure – F2.14 (if applicable)		
19.	Statutory / mandatory certification for the proposed product			Applicable / Not applicable		
				Details attached at Annexure – F2.15 (if applicable)		
20.	Copy of ISO 9001 certificate (if available)			Attached at Annexure – F2.16		
21.	Product technical catalogues for proposed item (if available)			Details attached at Annexure – F2.17		
Name:			Desig:			Date:

Company's Seal/Stamp:-

Format No. : QS-01-QAI-P-04/F2-R2

2/2

Engg. div./QA&I

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House Siri Fort New Delhi-110049 through its Unit at BHEL, TBG, Noida having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No PO No. _____ dated _____ ³ valued at Rs _____ ⁴ (Rupees -----)/FC _____ (in words _____) for _____ ⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to _____ % (_____ . Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, _____, (hereinafter referred to as the Bank), having registered/Head office at _____ and inter alia a branch at _____ being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

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

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

We the _____ bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

This Guarantee shall remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷ we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed _____⁸
- b) This Guarantee shall be valid up to _____⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated _____ .
Place of Issue _____ .

Instruction for BG

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

2. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2** **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

Annexure for List of Banks (32 Nos.)

Sr. No.	Name of Bank
1	Allahabad Bank
2	Andhra Bank
3	Bank of Baroda
4	Canara Bank
5	Corporation Bank
6	Central Bank
7	Indian Bank
8	Indian Overseas Bank
9	Oriental Bank of Commerce
10	Punjab National Bank
11	Punjab & Sindh Bank
12	State Bank of India
13	State Bank of Hyderabad
14	Syndicate Bank
15	State Bank of Travancore
16	UCO Bank
17	Union Bank of India
18	United Bank of India
19	Vijaya Bank
20	IDBI
21	CITI Bank N. A.
22	Deutsche Bank AG
23	The Hongkong and Shanghai Banking Corporation Limited
24	Standard Chartered Bank
25	J P Morgan
26	Axis Bank
27	The Federal Bank Limited
28	HDFC
29	Kotak Mahindra Bank
30	ICICI
31	Indusind Bank
32	Yes Bank

PROJECT:	SUPPLY OF MAIN EQUIPMENTS, SPARES AND ETC OF FIRE FIGHTING SYSTEM FOR NTPC SINGRAULI-III PROJECT
ITEM:	FIRE FIGHTING SYSTEM
ENQUIRY No.	

ANNEXURE-XV
CONTACT DETAILS OF BIDDER

Work Address	
Correspondence Address	
PAN NO.	
GST No.	
GeM Seller Id.	
MSME Status (MICRO/SMALL/MEDIUM)	
Details of contact person for clarification regarding bid:	
Contact Person Name	
Designation	
email ID	
Mobile No.	
Landline No.	

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

PROJECT:	SUPPLY OF MAIN EQUIPMENTS, SPARES AND ETC OF FIRE FIGHTING SYSTEM FOR NTPC SINGRAULI-III PROJECT
ITEM:	Fire Fighting Equipments
ENQUIRY No.	

ANNEXURE-XVI**SCHEDULE OF TECHNICAL DEVIATION**

The following are the deviations / variations / exceptions from the Technical Specifications:

Sl. No.	Clause No. of Technical Specifications	Statement of Deviation
	Nil Deviation	Nil Deviation

In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to follow the Technical Specifications.

If there is **Nil Deviation**, even then the format to be filled as **Nil Deviation**.

Note:

1. Continuation sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.
2. Deviation mentioned in this schedule shall only be considered.

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

PROJECT:	SUPPLY OF MAIN EQUIPMENTS, SPARES AND ETC OF FIRE FIGHTING SYSTEM FOR NTPC SINGRAULI-III PROJECT
ITEM:	FIRE FIGHTING EQUIPMENTS
ENQUIRY No.	

ANNEXURE-XVII**SCHEDULE OF COMMERCIAL DEVIATION**

The following are the deviations / variations / exceptions from the Terms and Conditions:

Sl. No.	Clause No. of Terms and Conditions	Statement of Deviation
	Nil Deviation	Nil Deviation

In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with Terms and Conditions.

If there is **Nil Deviation**, even then the format to be filled as **Nil Deviation**.

Note:

1. Continuation sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.
2. Deviation mentioned in this schedule shall only be considered.

Signature of the authorized representative of

Place :
Date :

Bidder's Name :
Designation :
Company Seal :

No. A-1/2021-FSC-Part(5)

Government of India

Ministry of Power

Shram Shakti Bhawan, New Delhi

Dated: 16th November, 2021ORDER

Subject: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector.

Reference: Department for Promotion of Industry and Internal Trade (DPIIT) Notification No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

The Government of India, Department for Promotion of Industry and Internal Trade (DPIIT) issued Public Procurement (Preference to Make in India), Order 2017, for encouraging 'Make in India' and promoting manufacturing and production of goods and services in India with a view to enhancing income and employment. Subsequently, DPIIT vide order No. P-45021/2/2017-PP (BE-II) dated 4th June, 2020 and further vide order dated 16th September, 2020 have issued the revised Public Procurement (Preference to Make in India) Order 2017.

2. In light of the Public Procurement (Preference to Make in India) Order 2017, this Ministry had notified purchase preference (linked with local content) for Hydro and Transmission sectors vide Order No. 11/05/2018-Coord dated 20.12.2018, for Thermal sector vide Order dated 28.12.2018 and for Distribution sector vide Order dated 17.03.2020. Further, a combined order dated 04.04.2020 was also issued in supersession of all previous orders to indicate equipment/material/components for which there was sufficient local capacity and competition and also to indicate conditions for including suitably in the tenders to be issued by the procurers. In furtherance of Para 19 of the DPIIT Notification No. P-45021/2/2017-PP(BE-II) dated 04.06.2020, Ministry of Power (MoP) issued a revised comprehensive Order dated 28.07.2020 (Annexure-I amended by order dated 17.09.2020).

3. DPIIT Notification No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 has further revised its order dated 04.06.2020. Therefore, in supersession of all the aforementioned orders including order No.10/1/2019-St.Th. (Part-II) dated 20.03.2020 issued by this Ministry, the following has been decided:

- i. For the purpose of this order, the definitions of various terms used in the order, and provisions relating to (i) Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement, (ii) purchase preference (iii) exemption to small purchases and (iv) margin of purchase preference shall be the same as in DPIIT order dated 16.09.2020, referred to above and extracts of the same is given at **Appendix**.
- ii. In procurement of all goods and services or works in respect of which there is sufficient local capacity and local competition as in **Annexure-I**, only "Class-I local supplier" shall be eligible to bid irrespective of purchase value. "Class-I local supplier" is a supplier or service provider whose goods, services or works offered for procurement meets the Minimum Local Content (MLC) as prescribed in Annexure-I of this order. "Class-II local supplier" means a

supplier, as defined by DPIIT in its Order No. P-45021/2/2017-PP (BE-II) dated 16-09-2020.

- iii. In the procurement of all goods and services or works other than those listed in Annexure-I, only "Class-I local supplier" and "Class-II local supplier" as defined in the order of this Ministry herewith shall be eligible to bid in procurement undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global tender enquiries, "Non-local suppliers" shall also be eligible to bid along with "Class-I local suppliers" and "Class-II local suppliers". In procurement of all goods, services or works not covered by sub-para 3(ii) above, and with estimated value of purchases less than Rs. 200 crores, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry(GTE) shall not be issued except with the approval of the competent authority as designated by Department of Expenditure.
- iv. For the purpose of this order, 'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works', Engineering, Procurement and Construction (EPC) contracts and service contracts including System Integrator (SI) contracts.

4. The list of items, in respect of which, local capacity with sufficient competition exists as per **Annexure-I**, will be reviewed at regular intervals with a view to increase number of items in this list and also to increase the MLC for each item, wherever it is less than 100%.

5. Purchase preference shall be given to local suppliers in accordance with **para 3A** of DPIIT Order dated 16.09.2020, and extracts of the same are given at **Appendix**.

6. Further, it has been decided to constitute a committee for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints. The composition of the committee is given below:

Member (Planning), Central Electricity Authority (CEA)	Chairperson
Chief Engineer (PSETD), CEA	Member
Chief Engineer (HETD), CEA	Member
Chief Engineer (TETD), CEA	Member
Chief Engineer (DP&R), CEA	Member
As may be co-opted by CEA	External Expert
Chief Engineer (R&D), CEA	Convener

7. Further, it has also been decided to constitute a committee to examine the grievances in consultation with stakeholders and recommend appropriate actions to the Competent Authority in MoP. The composition of the Committee is given below:

Chairperson, CEA	Chairperson
Member (Hydro), CEA	Member

Member (Power System), CEA	Member
Member (Thermal), CEA	Convener

8. The complaint fee of Rs. 2 Lakhs or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakhs), whichever is higher, shall be paid in the form of Demand Draft, drawn in favour of **PAO, CEA, New Delhi**. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, the deposited fee of the complainant would be refunded without any interest.

9. All other conditions, not stipulated in this order, shall be as laid down in the DPIIT's order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

10. This order shall be applicable in respect of the procurement made by all attached or subordinate offices or autonomous bodies under the Government of India including Government Companies as defined in the Companies Act, and /or the States and Local Bodies making procurement under all Central Schemes/ Central Sector Schemes where the Scheme is fully or partially funded by the Government of India. The aforesaid orders shall also be applicable in respect of projects wherein funding of goods, services or works is by Power Finance Corporation (PFC) /Rural Electrification Corporation (REC) and any Financial Institution in which Government of India/ State Government share exists. This order shall be applicable to Tariff Based Competitive Bidding (TBCB) projects also. Procuring entities as defined in the DPIIT's Order dated 16.09.2020 are advised to revise their tender documents to fully comply with the said DPIIT's Order and the subsequent Orders that would be issued in this regard by DPIIT/ this Ministry from time to time.

11. All tenders for procurement by Central Government Agencies or the States and Local Bodies, as the case may be, have to be certified for compliance of the Public Procurement (Preference to Make in India) 'PPP-MII' Order by the concerned procurement officer of the Government Organization before uploading the same on the portal.

12. Exemption from meeting the stipulated local content is allowed as per clause 13 and 13A of PPP-MII Order dated 16.09.2020, if the manufacturer declares that the item is manufactured in India under a License from a foreign Manufacturer who holds Intellectual Property Rights (IPRs) and there is Transfer of Technology (ToT) with phasing to increase Minimum Local Content. For such items, if any CPSE under the administration of Ministry of Power requests exemption for any item, it shall be considered by Ministry of Power, on case to case basis.

13. In order to further encourage Make in India initiatives and promote manufacturing and production of goods and services in India, general guidelines as enclosed at **Annexure-II** may be adopted in an appropriate manner according to the circumstances by the procuring entities in their tendering process.

14. The procurers may specify the higher values of MLC than those specified in this Order in respect of goods, services or works covered in their tenders and award the weightage to the product of higher MLC for which they have to specify the criteria beforehand in their tender. The values given in Annexure-I are the minimum prescribed values for becoming a class-I local supplier for the products indicated therein.

15. This issues with the approval of Hon'ble Minister for Power and New & Renewable Energy.



(S. Majumdar)

Under Secretary to the Government of India
Tele No. 011- 23356938

To:

1. Secretary to Government of India (All Ministries/ Departments of Government of India) (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. CEO, NITI Aayog
4. Chief Secretaries of all States/ UTs
5. Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Director General, Bureau of Indian Standards (BIS)
8. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs, CMD NLC, Chairman of DVC/ BBMB/ EESL, DGs of BEE/ CPRI/ NPTI
11. All Additional Secretaries/ JSs/ EA/ CE, Ministry of Power

Copy to:

Director (Technical), NIC with a request to publish the Order on the website of Ministry of Power

APPENDIXExtracts of important provisions contained in DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16-09-2020**1. Definitions (Para 2 of DPIIT order):**

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for "Class-I Local supplier" under this Order.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

2. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement (Para 3 of DPIIT order)

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by 3(a) above, and with estimated value of purchases less than Rs 200 crores, in accordance with Rule 161(iv) of GFR, 2017 Global tender enquiry shall not

be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3. **Purchase Preference (Para 3A of DPIIT order)**

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) of DPIIT Order No. P-45021/2/2017-PP(BE-II) dated 16-09-2021 and which are divisible in nature, the "Class-I local supplier" shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) of DPIIT Order No. P-45021/2/2017-PP(BE-II) dated 16-09-2021 and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- iii. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1,
 - iv. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - v. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

4. Applicability in tenders where contract is to be awarded to multiple bidders (Para 3B of DPIIT order)-

In tenders where contract is to be awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the items to be procured, as notified by the Nodal Ministry, only 'Class-I local supplier' shall be eligible to bid. As such, the multiple supplier who would be awarded the contract, should be all and only 'Class-I local suppliers'.

b) In other cases, 'Class-II local suppliers' and 'Non-Local suppliers' may also participate in the bidding process along with 'Class-I local supplier' as per provisions of this order.

c) If 'Class-I local supplier' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-I local supplier' do not qualify for award of the contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local supplier'/'Non-local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality or considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference subject to its meeting the prescribed criteria for award of contract as also the constraints of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier' falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulate in sub-paras above.

5. Exemption of small purchases (Para 4 in DPIIT order): Procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

6. Minimum Local Content (Para 5 in DPIIT order): The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%. Nodal Ministry/Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the item for which Nodal Ministry/Department has not prescribed higher minimum local content notification under the order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

7. Vide DPIIT OM No. P-45021/102/2019-BE-IIPart(1) (E-50310) dated 4.03.2021 services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. shall not be considered as local value addition. Bidders offering imported products will fall under the category of Non- local suppliers. They can't claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.
8. **Margin of Purchase Preference (Para 6 of DPIIT order):** The margin of purchase preference shall be 20%.
9. **Specifications in Tenders and other procurement solicitations (Para 10 of DPIIT order):**
 - a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
 - b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
 - c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
 - d. **Reciprocity Clause:**
 - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc. it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
 - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all the items related to that nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchase on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
 - e. Specifying foreign certification/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local

suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/ or for any other reason, the same shall be done only after written approval of Secretary of Department concerned or any other authority having been designated such power by the Secretary of the Department concerned.

- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of PSEs/PSUs, for the next 5 years on their respective website."

Annexure-I

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
(A) Common items for Transmission, Distribution and Generation Sector		
1	Power Transformers (up to 765 kV, including Generator transformers)	60
2	Instrument Transformer (up to 765 kV)	60
3	Transformer Oil Dry Out System (TODOS)	60
4	Reactors up to 765 kV	60
5	Oil Impregnated Bushing (up to 400 kV)	60
6	Resin Insulated Paper (RIP) bushings (up to 145 kV)	50
7	Circuit Breakers (up to 765 kV AC - Alternating Current)	60
8	Disconnectors/Isolators (up to 765 kV AC)	60
9	Wave trap (up to 765 kV AC)	60
10	Oil Filled Distribution Transformers up to & Including 33 kV [Cold Rolled Grain Oriented (CRGO)/Amorphous, Aluminium/Copper wound]	60
11	Dry Type Distribution Transformer upto and including 33 kV (CRGO/Amorphous, Aluminium/Copper wound)	60
12	Conventional Conductor	60
13	Accessories for Conventional conductors	60
14	High Temperature/High Temperature Low Sag (HTLS) conductors (such as Composite core, GAP, ACSS, INVAR, AL59) and Accessories	60
15	Optical ground wire (OPGW) – all designs	60
16	Fiber Optic Terminal Equipment (FOTE) for OPGW	50
17	OPGW related Hardware and Accessories	60
18	Remote Terminal Unit (RTU)	50
19	Power Cables and accessories up to 33 kV	60
20	Control cables including accessories	60
21	XLPE Cables up to 220 kV	60
22	Substation Structures	60
23	Transmission Line Towers	60
24	Porcelain (Disc/Long Rod) Insulators	60
25	Bus Post Insulators (Porcelain)	60
26	Porcelain Disc Insulators with Room Temperature Vulcanisation (RTV) coating	50
27	Porcelain Longrod Insulators with Room Temperature Vulcanisation (RTV) coating	50
28	Hardware Fittings for Porcelain Insulators	60
29	Composite/Polymeric Long Rod Insulators	60
30	Hardware Fittings for Polymer Insulators	60
31	Bird Flight Diverter (BFD)	60
32	Power Line Carrier Communication (PLCC) System (up to 800 kV)	60
33	Gas Insulated Switchgear (up to 400 kV AC)	60
34	Gas Insulated Switchgear (above 400 kV AC)	50
35	Surge/Lightning Arrester (up to 765 kV AC)	60
36	Power Capacitors	60
37	Packaged Sub-station (6.6 kV to 33 kV)	60
38	Ring Main Unit (RMU) (up to 33 kV)	60
39	Medium Voltage (MV) GIS Panels (up to 33 kV)	60
40	Automation and Control System/Supervisory Control and data Acquisition (SCADA) System in Power System	50
41	Control and Relay Panel (including Digital/Numerical Relays)	50
42	Electrical Motors 0.37 kW to 1 MW	60
43	Energy Meters excluding smart meters	50
44	Control & power cables and Accessories (up to 1.1 kV)	60
45	Diesel Generating (DG) set	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
46	DC system (DC Battery & Battery Charger)	60
47	AC & DC Distribution Board	60
48	Indoor Air Insulated Switchgear (AIS) upto 33 kV	60
49	Poles (PCC, PSCC, Rolled Steel Joist, Rail Pole, Spun, Steel Tubular)	60
50	Material for Grounding/earthing system	60
51	Illumination system	60
52	Overhead Fault Sensing Indicator (FSI)	50
53	Power Quality Meters	50
54	Auxilliary Relays	50
55	Load Break Switch	50
	(B) Hydro Sector	
56	Hydro Turbine & Associated equipment	
	a) Francis Turbine	60
	b) Kaplan Turbine	60
	c) Pelton Turbine	50
57	Main Inlet Valve & Associated Equipment	60
58	Penstock Protection Valve and Associated Equipment	60
59	Governing system & Accessories	60
60	Generator for Hydro Project & Associated Equipment	60
61	Static Excitation System	60
62	Workshop Equipment	60
63	Cooling Water System	60
64	Compressed Air System	60
65	Drainage/Dewatering System	60
66	Fire Protection System	60
67	Heating, Ventilation & Air Conditioning System (HVAC)	60
68	Oil Handling System	60
69	Mechanical Balance of Plant (BOP) Items	60
	(C) Thermal Sector	
	Boiler Auxiliaries	
70	Air Pre-Heater	60
71	Steam Coil Air Pre Heater (SCAPH)	60
72	Steam soot blowers [wall blowers & Long Retractable Soot Blower (LRSB)]	60
73	Auxiliary Steam Pressure Reducing & Desuperheating (PRDS)	60
74	Fuel oil system	60
75	Seal air Fan	60
76	Ducts and dampers	60
77	Duct expansion joints	60
78	Blowdown tanks	60
79	Coal burners and oil burners	60
80	Coal mills	60
81	Gear Box of Coal Mill	50
82	Coal feeders	60
83	Primary Air Fans	60
84	Forced Draft Fans	60
85	Induced Draft Fans	60
86	Forced Draft (FD)/Induced Draft (ID)/ Primary Air (PA) Fan Servo Motor Assembly	50
87	Tubes (Carbon Steel)	50
88	Steam pipes (Carbon Steel)	50
89	Steam drum	50
90	Separator	50
91	Selective Catalytic Reduction (SCR)	50

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
	Electro-Static Precipitators (ESPs)	
92	Casing	60
93	Electrodes	60
94	Rapping System	60
95	Hopper Heaters	60
96	Transformer Rectifiers	60
97	Insulators	60
	Turbine & Auxiliaries	
98	Turbine (High Pressure/Intermediate Pressure/Low Pressure)	50
99	Condensate Extraction Pumps	60
100	Condenser On line Tube Cleaning System (COLTC)	60
101	Debris filters	60
102	Deaerator	60
103	Drain Cooler and Flash Tank	60
104	ECW Pump	50
105	Plate Heat Exchanger	50
106	Self- cleaning filters	50
107	Condensate Polishing Units (CPUs)	60
108	Chemical Dosing System	60
109	Oil Filter	60
110	Gland Steam Condenser	60
111	Oil Purifying Centrifuge	50
112	Water Cooled Condenser	50
113	Boiler Feed Pumps (BFPs)	50
	Generator and Auxilleries	
114	Generator (including Seal Oil System, Hydrogen Cooling System, Stator water cooling system)	60
	Electrical Works	
115	Control and metering equipment	60
	Control & Instrumentation System (C&I System)	
116	Thermocouples	50
117	Measuring instruments [Resistance Temperature Detectors (RTDs)], Local gauges	50
118	Actuators (Pneumatic and conventional electric)	50
119	Interplant Communication/ Public Address (PA) system except IP based	50
	Coal Handling Plant	
120	Conveyors	60
121	Wagon Tippler	60
122	Side Arm Charger	60
123	Paddle feeder	60
124	Crushers & Screens	60
125	Dust suppression (dry fog & plain water) system	60
126	Air Compressors	50
127	Magnetic separators & metal detectors	60
128	Coal Sampling System	60
129	Stacker cum reclaimer	60
130	Belt weighing & monitoring system.	60
131	Wheel & axle assembly (without bearings) for Bottom Opening Bottom Release (BOBR) Wagons	60
	Ash Handling System	
132	Clinker grinder	60
133	Water jet ejectors	60
134	Scraper chain conveyor	60
135	Dry fly ash vacuum extraction system	60
136	Pressure pneumatic conveying system	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
137	Ash water & ash slurry pumps	60
138	Compressors, air dryers & air receivers	50
139	Ash water recovery system	60
	Raw Water Intake & Supply System	
140	Travelling water screens	60
141	Raw water supply pumps	60
142	Valves, RE joints etc.	60
	Water Treatment System and Effluent Treatment System	
143	Clarification plant	60
144	Filtration plant	60
145	Ultra filtration plant	50
146	Reverse Osmosis (RO) plant and its membrane	55
147	De-Mineralised water plant (DM Plant)	60
148	Chlorination plant	60
149	Chemical dosing system	60
150	Effluent Treatment Plant	60
	Circulating Water (CW) & Auxiliary Circulating Water (ACW) System	
151	CW & ACW Pumps	60
152	Butter Fly (BF) valves, Non-return Valves (NRVs) etc.	60
153	Rubber Expansion (RE) joints	60
154	Air release valves	60
	Cooling Towers (NDCT/ IDCT)-Natural-Draft and Induced Draft Cooling Tower	
155	Water Distribution System	60
156	Spray nozzles	60
157	Packing	60
158	Drift eliminators	60
159	Cooling Tower (CT) Fans (for Induced Draft Cooling Towers IDCT)	60
160	Gear boxes, shafts & motors (for IDCT)	60
	Air Conditioning & Ventilation System	
161	Split & window air conditioners	60
162	Chilling/ condensing unit [upto 500 ton of refrigeration(TR)]	55
163	Air Handling Unit (AHU) and Fresh air unit	60
164	Cooling Towers	60
165	Air Washing Units (AWUs), axial fans, roof extractors	60
166	Ducts, louvers & dampers	60
	Flue Gas Desulphurization (FGD)	
167	Spray Nozzles,	50
168	Spray header	50
169	Oxidation Blowers	50
170	Limestone wet Ball Mill	50
171	Slurry Handling Pumps for FGD system	50
172	Booster Fans for FGD system	50
173	Carbon Steel Ducts and Dampers for FGD	60
174	Storage Tanks and Silos	60
175	Process Water Pump for FGD system	50
	(D) Other Common Items	
	Fire protection and detection system	
176	Motor driven fire water pumps	60
177	Diesel engine driven fire water pumps	60
178	Hydrant system for the power plant.	60
179	High velocity water spray system	60
180	Medium velocity water spray system	60
181	Foam protection system	60
182	Inert gas flooding system	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
183	Fire tenders	60
184	Portable fire-extinguishers	60
185	Cranes, EOT cranes, gantry crane & chain pulley blocks etc.	60
186	Elevator	60

(E) Minimum Local Content percentages in Engineering, Procurement & Construction (EPC) / Turnkey project

In case the contract is awarded through the EPC route, the contractor should comply with the requirement of MLC for individual items as listed in Annexure-I and should purchase these items only from Class-I Local supplier. In addition, MLC for complete EPC project may also be prescribed as below:

	(1) Package Based Works	Minimum Local Content (%)
1	Boiler	60
2	TG System (Water Cooled Condenser)	60
3	Ash Handling Plant	60
4	Coal Handling Plant	60
5	Electro-static Precipitator (ESP)	60
6	Circulating Water (CW) System	60
7	Cooling Tower	60
8	Water Treatment System	60
9	Air Conditioning System (below 500TR)	60
10	Flue Gas Desulphurisation (FGD) System	60
11	Station Control & Instrumentation (C&I)	50
12	Hydro Power Projects (Electro-Mechanical Works)	60
	Gas based generation	
	Overall Gas Turbine Package (on finished Product basis)	
13	< 44 MW	60
14	44 – 145 MW	50
	Overall Combined Cycle Gas Turbine (CCGT) Package (on finished Product basis)	
15	< 44 MW	60
16	44 – 145 MW	60
17	> 150 MW	60
	(2) Project as a whole	
1	Works and service contracts in Power Sector	60
2	Transmission Line with Conventional conductors (ACSR, AAAC, AL-59 etc.)	60
3	Transmission Line with High temperature Low Sag (HTLS) conductors	60
4	HVAC Substation Air Insulated (AIS)	60
5	HVAC Substation Gas Insulated (GIS)	60
6	HVDC Substation	60
7	Distribution Sector	60

Annexure-II

General guidelines to be adopted selectively in an appropriate manner by the procuring entities in their tender documents.

1. The bidder shall have to be an entity registered in India in accordance with law.
2. The bids shall be in the language as prescribed by the tenderer/procurer.
3. The bids shall be in Indian Rupees (INR) (in respect of local content only).
4. Indian subsidiaries of foreign bidders shall have to meet the qualifying criteria in terms of capability, competency, financial position, past performance etc.
5. The bidder shall follow Indian laws, regulations and standards.
6. To be eligible for participation in the bid, foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India as may be specified by the tenderer/ procurer.
7. Similar or better technology than the technology offered in respect of material, equipment and process involved shall be transferred to India. Along with the transfer of technology, adequate training in the respective field shall also be provided.
8. Country of origin of the equipment/material shall be provided in the bid.
9. For supply of equipment / material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for more than _____ years (to be specified by the procurer).
10. The technologies/ products offered shall be environmental friendly, consuming less energy, safe, energy efficient, durable and long lasting under the prescribed operational conditions.
11. The supplier shall ensure supply of spares, materials and technological support for the entire life of the project.
12. The manufacturers/ supplier shall list out the products and components producing Toxic E-waste and other waste as may be specified. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the lifecycle, the materials are safely recycled / disposed of by the Manufacturer/ supplier and for this, the Manufacturer/supplier along with procurer has to establish recycling / disposal unit or as may be specified.
13. Minimum Local Content requirement for goods, services or works shall be in accordance with the conditions laid down in respective Order(s) of the sectors on Public Procurement (Preference to Make in India) to provide for purchase preference (linked with local content).

14. The equipment/ material sourced from foreign companies may be tested in accredited labs in India before acceptance wherever such facilities are available.
15. The Tender fee and the Bank Guarantee (BG) shall be in Indian Rupees only.
16. The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment/process to be supplied/services to be rendered as safe to connect.
17. Applicable safety requirements shall be met. Regular safety audit shall be carried out by the manufacturer/ supplier.
18. Statutory laws/regulations including the labour and environmental laws shall be strictly complied with during supply, storage, erection, commissioning and operation process. A regular compliance report shall be submitted to the procurer/appropriate Authorities.
19. Formation of new joint venture in India shall be permitted only with the Indian companies.
20. Tendering by the agent shall not be accepted.
21. In case local testing is not considered necessary by the procurer, the original test report in the language prescribed by the procurer may be accepted. The translated test report shall not be accepted unless it is notarised.
22. Certification/compliance as per the Indian Standards/ International Standards/ Indian Regulations/ specified Standards shall be mandatory, where ever applicable.
23. Quality assurance of the product shall be carried out by the procurer or an independent third party agency appointed by the procurer. Manufacturing Quality Plan as approved by the procurer shall be followed by the manufacturer/supplier.
24. Wherever required by the procurer, foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of utilities.
25. Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

.....Contd. p/2

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

.....Contd. p/3

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities

3B. Applicability in tenders where contract is to be awarded to multiple bidders -

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

.....Contd. p/6

- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier' / 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

.....Contd. p/8

13 Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. Directions to Government companies: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. Standing Committee: A standing committee is hereby constituted with the following membership.

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
 Secretary, Commerce—Member
 Secretary, Ministry of Electronics and Information Technology—Member
 Joint Secretary (Public Procurement), Department of Expenditure—Member
 Joint Secretary (DPIIT)—Member-Convenor

... .Contd. p/9

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)

Director

Tel: 23063211

rajesh.gupta66@gov.in



**A BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESSS GROUP
MATERIAL RECEIPT CERTIFICATE**

- a) Site:
b) Invoice no.:
c) LR No. with date:
d) Vehicle no.:
e) Date of receipt of material at site:
f) Supplier:
g) Material details (as mentioned below):

S.no.	Item Description	Type of Packages	Unit (MT/KM/ NO.)	Qty as per packing list	Qty Received	Remarks

Other Remarks: Materials subject to physical verification.

Signature with date: _____

Name & Designation: _____
(With Seal)

INSPECTION REQUEST

1. Name & Address of Supplier :
2. Project :
3. Purchase Order No., Revision No. & Date :
4. Details of equipment / Material to be Inspected

Sl. No.	Material offered for Inspection	P.O. Item No.	Total Quantity Ordered	Quantity offered for Inspection	Quantity Already Cleared	P.O. value of offered qty.

5. For structure, whether BOM & Proto Corrected Drawings approved and available at place of inspection : Yes / No
6. Whether GTP/Drgs approved in Category – 1 available at place of inspection : Yes / No
7. Whether Quality Plan approved in Category – 1 available at place of inspection : Yes / No.
8. Whether all type tests approved by Engineering : Yes / No
9. (a) Place of Inspection & Address :
9. (b) Name & contact No. of Supplier rep. for inspection :
10. Sub – supplier contact person's name & contact No. :
11. Weekly off day : 12. Working Hours :
13. Date on which inspection requested (Inspection call to be raised at least 7 days prior to inspection) :
14. No of road permits required :

It is certified that the above materials shall be completed in all respects and shall have been inspected by us before the date indicated above for inspection. You are requested to please depute your representative for inspection

Signature
Name :
Contact No. :
Date :

Distribution :

1. Material Management , BHEL, New Delhi

Note :

1. Unsigned inspection request & Inspection requests not given in this format are not accepted.
2. Drawings, Quality Plan should be approved in category – I by BHEL Transmission Business Engineering Management before the inspection date. In case inspection request is given without Category – I approved documents, supplier should be obtain from BHEL Transmission Business Engineering Management in writing to this effect and attach to inspection request.