

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

NOTICE INVITING TENDER

Subject:	Tender for Supply and Supervision of ETC of 132kV Circuit Breakers for NTPC SIPAT Project.
Project:	SIPAT SUPER THERMAL POWER PROJECT, STAGE-III (1 x 800MW) SET-01
Customer:	NTPC Limited

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT**BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)****SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT**

IN CASE ANY DISCREPANCY BETWEEN THE REQUIREMENTS MENTIONED UNDER SPECIAL TERMS & CONDITIONS AND GENERAL TERMS & CONDITIONS, SPECIAL TERMS AND CONDITIONS SHALL PREVAIL.

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.	INSTRUCTION TO BIDDERS
	<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 e-Procurement System only. The bidder shall submit their bid through e-Procurement platform only at (https://eprocurebhel.co.in/). Bidders participating through e-procurement portal for this tender should have Class-III Digital Signature Certificate (DSC) for Signing & Encryption of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India.</p> <p>1.3 Offer Submission Date & Time: 20.11.2025, 11:00 Hrs IST Offer Opening Date & Time: 20.11.2025, 16:00 Hrs IST The critical Dates of tendering activities shall be provided separately during tendering processes. 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: Mr Baidyanath Yadav, Dy. Manager (TBEM) Phone: +91 (0) 0120- 2218925, E-mail: byadav@bhel.in</p> <p>1.5 For any commercial clarification, kindly contact: Mr. Deep Shekhar Dewangan, Manager (TBMM); Phone: +91 (0) 0120- 2218832, E-mail: dsdewangan@bhel.in</p>

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2.	PACKAGE
	Single package for 132kV Circuit Breakers
	Evaluation shall be done as per clause no. 18 of STC.
3.	TECHNICAL SPECIFICATION
	Technical specification no. TB-435-316-TS-001B, R-00 is applicable.
4.	PRE QUALIFYING CRITERIA FOR OPEN TENDER
	<p>i) 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>(i) The prices as quoted in price schedule shall be on Firm basis.</p> <p>(ii) The prices shall be on INR basis.</p> <p>(iii) The prices are to be quoted on FOR (Site / Destination) basis excluding GST. The break-up of prices shall be as under:</p> <p>a) Ex-works Price: Ex-works price including packing & forwarding charges.</p> <p>b) Freight & Insurance: Freight and Transit Insurance for door delivery up to destination/store is in scope of bidder. Freight and insurance are to be quoted separately.</p> <p>c) Charges for Supervision of Erection, Testing & Commissioning (ETC) at Site: To be quoted separately if specified in NIT/Price Schedule.</p> <p>(iv) GST rates along with HSN/SAC code as applicable on Sr No (a) to (c) above is to be mentioned separately in percentage in both un-priced bid and price bid.</p>

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	<p>Note:</p> <p>i) The purchase order shall be placed on Ex-works basis. F&I (Freight & Insurance) up to site shall be in the scope of bidder.</p> <p>ii) Prices quoted shall be in Indian Rupees only.</p> <p>iii) Unloading at Site / Destination shall not be in the scope of the bidder.</p> <p>iv) Prices in respect of Sr No (a) to (c) of Clause 7.3 above are to be quoted inclusive of all taxes & Duties, charges. Levies, royalty etc. If any, excluding 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 mentioned as NA (not applicable), is to be supplied, bidder shall supply the same without any cost and delivery implication to BHEL.</p>
9.	TERMS OF PAYMENT
	<p>[A] Payment for Supply:</p> <p>i) 95% of payment along with 100% GST & F&I shall be made within 45 days for MSE (Micro & Small Enterprises), within 60 days for Medium Enterprises & within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents as follows:</p> <ul style="list-style-type: none"> • LR / GR • Material Receipt Certificate issued by BHEL (to be arrange by BHEL-TBG**) • GST Compliant Tax Invoice • Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters. • Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management • Guarantee Certificate • Performance Security <p>** MRC shall be issued by BHEL site within 7-10 working days from the date of receipt of last consignment of each lot of dispatch (as per Invoice) at site and submission of following undertaking by vendor- "Boxes shall be opened in the presence of vendor's representative and in case of any shortage/damage found inside the factory packed boxes during verification, then vendor shall supply the same without any financial implications to BHEL."</p> <p>ii) Balance 05% of payment shall be made within 45 days for MSE (Micro & Small Enterprises), within 60 days for Medium Enterprises & within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents as follows:</p>

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- Claim Invoice
- Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management
- Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management

Note 01: In case commissioning of Circuit Breaker gets delayed beyond 06 months from the date of last delivery of purchase order for the reasons not attributable to supplier, supplier may claim this 5% payment of supply portion by furnishing following documents:

- Claim Invoice
- Copy of certificate issued by BHEL site in charge, confirming that delay in Commissioning is not attributable to supplier (to be arranged by BHEL TBG)
- Copy of Bank Guarantee of equivalent value initially valid for 6 months from the date of submission of invoice with additional claim period of two months. In case commissioning is not successfully completed before expiry of Bank Guarantee, BG shall be kept suitably extended till commissioning or 36 months from the date last delivery, whichever is earlier.

[B] Payment for Supervision of Erection, Testing & Commissioning (ETC):

100% Payment for Supervision of Erection, Testing & Commissioning along with applicable GST shall be made on prorate basis within 45 days for MSE (Micro & Small Enterprises), within 60 days for Medium Enterprises & within 90 days for non MSME suppliers against certificate of successful completion of supervision of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management from the date of receipt of GST Compliant Tax invoice.

[C] Payment for Supply (Spares) only:

100% of payment within 90 days from the date of receipt of complete invoice along with documents as follows:

- LR / GR
- Material Receipt Certificate issued by BHEL (to be arrange by BHEL-TBG**)
- GST Compliant Tax Invoice
- Packing List (Case-wise)
- Copy of Transit Insurance Certificate from underwriters.
- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- Guarantee Certificate
- Performance Security

Note:

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- i) Supplier has to submit invoice(s) as per PO through SUVIDHA Portal (<https://suvidha.bhel.in/suvidha/>).
- 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.
- iii) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date.
- 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
- 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.
- vi) Supplier has to submit Performance Security & Guarantee Certificate as per PO terms.
- 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.
- 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.
- 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.
- 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.

“ For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the dispatch & invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to dispatch. All documents as per PO checklist , along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document

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	<p>in hard copy is allowed for invoices with a net amount (including taxes) equal to and up to Rs five lakhs, in case they were not digitally signed and uploaded on the portal.</p> <p>The material will not be accepted inside BHEL in absence of the above."</p>
10.	<p>GUARANTEE</p> <p>The contractor shall guarantee that the equipment being supplied under this contract shall be new and of first quality workmanship and 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 Eighteen (18) months from the date of Completion of Facilities (or any part thereof) OR Eighteen (18) months from the date of last delivery, whichever is later.</p> <p>*For purpose of guarantee, date of completion of facilities is fixed as 20.03.2028</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>
11.	<p>PERFORMANCE SECURITY</p> <p>Performance security of 05% of Total Ex-works value (excl. Supervision charges) shall be submitted by the vendor within 30 days from the date of award of PO. Ex-works PO value (excl. Supervision 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 (repo rate + 4%) 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>

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<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" data-bbox="310 369 1413 908"> <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>	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
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<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> <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> <ol style="list-style-type: none"> (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. (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. (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. (4) The Performance Security shall not carry any interest. 																	

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	<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>
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12.	DELIVERY LOCATION						
	CONSTRUCTION MANAGER, BHEL SITE OFFICE, SIPAT SUPER THERMAL POWER PROJECT, STAGE-III (1 x 800MW) P.O. UJJWAL NAGAR, DISTRICT- BILASPUR, CHHATTISGARH- 495555						
13.	DELIVERY PERIOD						
	<p>Proposed delivery plan:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Project Name</th> <th>Delivery By-</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>NTPC SIPAT</td> <td>Refer attached activity schedule, Annexure-II</td> </tr> </tbody> </table> <p>Vendor to dispatch the material as per delivery plan mentioned in ACTIVITY SCHEDULE (Annexure-II) to meet the project requirement. Vendor to ensure supply/delivery of goods in time.</p> <p>In case, BHEL's delivery requirement 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 requirement. However, if vendor fails to meet the requisite delivery plan, 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>	Sl. No.	Project Name	Delivery By-	1	NTPC SIPAT	Refer attached activity schedule, Annexure-II
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1	NTPC SIPAT	Refer attached activity schedule, Annexure-II					

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	Note: LR / GR date or invoice date (whichever is later) shall be considered as delivery date.
14.	<p>LIQUIDATED DAMAGES FOR DELAYED DELIVERY</p> <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 as pre-estimated damages not exceeding 5% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p>
15.	<p>VALIDITY OF OFFER :</p> <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.	<p>VENDOR APPROVAL/ ACCEPTANCE</p> <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. • Bidder's offer will be acceptable subject to final acceptance of bidder by ultimate customer as approved supplier. • The bidders which are not customer approved supplier or not including in customer compendium, bidder shall submit necessary credentials/documents as per Annexure-XII for onward submission to customer for approval.
17.	<p>DEVIATION</p> <p>Technical Deviation: No Technical Deviation is envisaged.</p> <p>Commercial Deviation: No Commercial Deviation envisaged except defined in GTC.</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>

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18.	TENDER EVALUATION
	<ul style="list-style-type: none"> • Cost evaluation shall be done on total cost to BHEL basis. • Comparative statement shall be prepared and evaluated on the basis of total cost to BHEL, considering Ex-Works Price, F&I and GST. GST input credit available to BHEL shall be reduced from prices while determining L1 status. • Evaluation in case of more than one L-1 bidders. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discount from respective L-1. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). • Ranking will be done accordingly. BHEL decision in such situations shall be final and binding.
19.	QUANTITY SPLITTING AND AWARDING:
	Entire quantity under this package shall be awarded to L1 bidder.
20.	VALIDITY OF PURCHASE ORDER:
	The purchase order(s) shall be valid for two years from date of PO.
21.	WORKS ADDRESS:
	Bidders to mention their works address in Annexure-XV (Contact details of bidder).
22.	SETTLEMENT OF DISPUTE
	<p>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.</p> <p>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.</p>

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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.

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	<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-judice 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:</p> <p>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.

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- 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.
- 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.
- 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.
- 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.

Note:

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.

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.

23.2 Remedies for breach of contract:

- 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.
- 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.

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- 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:
- 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.
- 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:
 - i) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
 - 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.
- 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.
- 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.
- 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.

Note:

(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:

- (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- (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.

LD against delay in executed supply in case of Termination of Contract:

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	<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> <ol style="list-style-type: none"> 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 Let the value of executed work/ supply till the time of termination of contract = X 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 Delay in executed work/ supply attributable to contractor/ supplier i.e. T2 = $[1-(X/Y)] \times T1$ 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>Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.</p>
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24.	MICRO & SMALL ENTERPRISES (MSE)												
	<p>Any bidder falling under MSE category shall submit Udyam Registration certificate along with their techno-commercial offer.</p> <table border="1" data-bbox="336 1170 1339 1364"> <thead> <tr> <th>Type under MSE</th> <th>SC/ST owned</th> <th>Women owned</th> <th>Others (excluding SC/ ST & Women Owned)</th> </tr> </thead> <tbody> <tr> <td>Micro</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Small</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Note:</p> <ol style="list-style-type: none"> 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. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits. 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. Bidder to select purchase preference in GeM Portal to avail MSE purchase preference for this enquiry. 	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													

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	No purchase preference shall be applicable for this enquiry if MSE purchase preference is not selected by the bidder in GeM Portal.
25.	REVERSE AUCTION Not applicable for this enquiry.
26.	INTEGRITY PACT Not applicable for this enquiry.
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 two years 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.
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 in the following modes: <ul style="list-style-type: none"> • For all vendors: Directly to the Supplier / Contractor by BHEL through NEFT / RTGS • For MSME vendors: TReDS platform- (1) RXIL (2) M1 xchange and (3) Invoicemart <p>TBG is registered with TReDS platform- (1) RXIL (2) M1 xchange and (3) Invoicemart. MSME bidders are requested to get registered with TReDS platform to avail the facility as per GoI guidelines.</p>
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.

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	<p>"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V."</p> <p>"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."</p> <p>The minimum local content to qualify as a Class-I local supplier is 60%.</p> <p>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.</p>
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

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

<p>(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.</p> <ul style="list-style-type: none"> • The beneficial owner for the purpose of (iii) above will be as under: <p>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.</p> <p>Explanation-</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</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</p>

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	extended or in which development projects are undertaken are available on the Ministry of External Affairs website (https://www.mea.gov.in/).
32.	<p>COMPLIANCE TO ORDER NO. 25-111612018-PG, DATED 02.07.2020 OF MINISTRY OF POWER, GOI:</p> <p>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, defense 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.</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> <ol style="list-style-type: none"> 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 testing's 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). <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
	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
34.	FORCE MAJEURE
	34.1 "Force Majeure" shall mean circumstance which is:

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

a) beyond control of either of the parties to contract,
 b) either of the parties could not reasonably have provided against the event before entering into the contract,
 c) having arisen, either of the parties could not reasonably have avoided or overcome, and
 d) is not substantially attributable to either of the parties

And

Prevents the performance of the contract,

Such circumstances include but shall not be limited to:

- War, hostilities, invasion, act of foreign enemies.
- Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- 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.
- Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
- Epidemic, pandemic etc.

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.

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.

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.

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.

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	<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
	<p>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.</p>
36.	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: http://www.bhel.com/vender_registration/vender.php</p>
37	ADDITIONAL LOADING CRITERIA
	<p>If bidder takes deviation against NIT delivery schedule, the quoted price of corresponding project / package of the bidder shall be loaded @ 0.5% of quoted price (i.e., ex-works + F&I + Total Service charges, excluding GST) per week to the extent to which delivery schedule is not agreed to by the bidder.</p> <p>However, maximum permissible deviation in delivery schedule shall be 10 weeks from the delivery schedule mentioned in the NIT.</p> <p>In case, the delivery schedule quoted beyond 10 weeks from the NIT delivery schedule, then BHEL reserves the right not to consider the offer of such vendor(s).</p>

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38	SPECIAL CONDITION
	<p>All the box/package/loose items shall have a QR code before dispatch of the materials.</p> <p>Note-</p> <ul style="list-style-type: none"> • BHEL will generate the QR code • Documents to be submitted by vendor for QR code generation: <ol style="list-style-type: none"> 1. Packing list with details: Packing List No., No. of package/box, UoM, Qty, weight of each package, total weight of each shipment. 2. Document shall be required before the dispatch of the shipment

Enclosures:

SI. No.	
1.1	Special terms and conditions
1.2	General Terms and conditions
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- Deleted.
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

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

GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

This is to be submitted duly signed by bidder in original. 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.

Sr. No.	
<p>1. 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 Bidder must ensure that their bid is submitted / dropped in the tender box on or before 14-00 Hrs. IST on the due date of opening, unless otherwise specified in the NIT, at the address as follows :-</p> <p style="margin-left: 40px;">Tender Box, Materials Management, Transmission Business Group, Bharat Heavy Electricals Limited, 5th Floor, Tower-A, Advant Navis IT Business Park, Plot-7, Sector-142, Noida Expressway, Noida, Dist. G. B. Nagar, U. P. . 201305</p> <p>1.3 In case tender enquiry is floated through the e-procurement system, offer / bid has to be submitted through the e-procurement system ONLY as per instructions given in the e-procurement portal (https://bheeps.buyjunction.in).</p> <p>1.4 The bids shall be opened at 14-30 Hrs. IST on the due date of opening, in the presence of participating bidders who may like to be present, unless otherwise specified in the NIT. Bids received late are liable for rejection. Bidders sending bids by courier or post will have to ensure that it is timely delivered at the above address.</p> <p>1.5 Bids are to be submitted duly signed with seal in two parts :-</p> <p class="list-item-l1">a) Techno-commercial Bid (Part-I) . To be submitted in 2 sets (original + copy). A copy of Price Bid (Part-II) clearly mentioning all the necessary information as per format without prices & Un-Priced Bid+ is also to be enclosed in Part-I Bid.</p> <p class="list-item-l1">b) Price Bid (Part-II) . To be submitted only in one set in a separate sealed envelope. This should not contain any Technical and / or Commercial Terms and Conditions. The rates should be quoted both in figures and words.</p> <p>1.6 The Part-I and Part-II Bids are to be sealed in separate envelopes and marked</p>	

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	<p>as %Techno-commercial Bid (Part-I)+and %Price Bid (Part-II)+respectively. Both the envelopes are to be kept in another common envelope and marked as %BID+. Each envelope should be sealed and super scribed with tender enquiry no., item / package name, project name and due date of opening. Bidders name and address shall also be mentioned on each envelope.</p> <p>1.7 For any technical clarification, please contact official mentioned in the tender enquiry / NIT.</p> <p>1.8 For any commercial clarification please contact official issuing tender enquiry / NIT.</p> <p>1.9 Price bid (Part-II) should not contain any additional information / description other than given in %Un-Priced Bid+ submitted with %Techno-commercial Bid (Part-I)+except prices, otherwise bid is liable for rejection.</p> <p>1.10 Price Bid submitted along with the bid shall remain valid up to validity of offer. Any discount / revised offer submitted by the bidder on its own shall be accepted provided it is received before the due date and time of offer submission (i.e. Part-I Bid). The discount shall be applied on pro-rata basis to all items including optional items, if any, unless specified otherwise by the bidder. Discount offered shall be valid for full duration of validity of the offer including extension of validity, if any. Unsolicited Supplementary / Revised Price Bid submitted after the due date and time of offer submission (i.e. Part-I Bid), during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by the bidder, at any stage after its opening, may entail suitable action against such bidder by BHEL.</p> <p>1.11 The consultants / firm (and any of its affiliates) shall not be eligible to participate against tender enquiry for the related goods or works or services for the same project, if they were engaged by BHEL-TBG for the consultancy services.</p> <p>1.12 In case any Foreign OEM / Foreign Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from the manufacturer / supplier and the agent, bid received from the agent shall be ignored.</p> <p>1.13 Non-conformities / errors / discrepancies in quoted prices in price bids shall be dealt as follows :-</p> <ul style="list-style-type: none"> a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. c) If there is a discrepancy between words and figures, the amount in

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	<p>words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>d) If there is such discrepancy in an offer as mentioned in (a), (b) & (c) above, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the BHEL, the bid is liable to be ignored.</p> <p>1.14 In case the scope of the successful bidder / supplier against this tender enquiry includes Erection, Testing and Commissioning (ETC) of the equipment / material at site in addition to Supply, Purchase Order shall be placed for Supply Portion and Contract shall be separately awarded for ETC at Site Portion. General Terms and Conditions for Tender Enquiry / Contract mentioned herein shall be applicable for both Supply & ETC at Site. Additional Terms and Conditions for Tender Enquiry / Contract for Erection, Testing and Commissioning at Site %BHEL/TBG/GTC-ETC/2016 Rev. 01+ shall be applicable for ETC at Site only which is to be read in conjunction with General Terms and Conditions for Tender Enquiry / Contract mentioned herein. However, any breach of either the Purchase Order or the Contract shall be deemed to be breach of the other.</p> <p>1.15 Taxes and Duties payable extra as per Clause No. 2.3 in NIT, if not specified/quoted clearly as extra shall be considered as included in Ex-works Price and therefore shall not be reimbursed. Taxes and duties not payable extra as per NIT shall be deemed to be included in Ex-works Price.</p> <p>1.16 If the rates for taxes and duties in respect of the quoted materials and / or services assumed by the Supplier are less than the tariff prevailing at the time of tendering, Supplier will be responsible for such under quotations. However if the rates assumed are higher than the correct rates prevailing at the time tendering, the difference will be to the credit of BHEL.</p> <p>Note : Representative / official deputed by the bidder to witness tender opening must produce authorization letter for the same.</p>
2.	<p>PRICES :</p> <p>2.1 Unless specifically indicated in the NIT, all prices shall be FIRM. No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed.</p> <p>2.2 Unless specifically indicated in the NIT, the prices shall be on INR basis.</p> <p>2.3 Unless specifically indicated in the NIT, the prices are to be quoted on FOR (Site / Destination) basis excluding GST. The break-up of prices shall be as under :-</p> <p>a) Ex-works Price: Ex-works price including packing & forwarding charges.</p> <p>b) Freight: Freight for door delivery up to destination / site / store are to be quoted separately.</p> <p>c) Insurance: Insurance for door delivery up to destination / site / store are to be quoted separately.</p>

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	<p>d) Type Test Charges: If asked in the technical specification, it is to be quoted separately for each test.</p> <p>e) Charges for Supervision of Erection, Testing & Commissioning (ETC) at Site: To be quoted separately if specified in NIT/Price Schedule.</p> <p>f) Charges for Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule.</p> <p>g) Charges for Erection, Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule.</p> <p>h) Training Charges: To be quoted separately if specified in NIT/Price Schedule.</p> <p>2.4 GST rates along with HSN/SAC code as applicable on Sr No (a) to (h) above is to be mentioned separately in percentage in both un-priced bid and price bid.</p> <p>Note :</p> <ul style="list-style-type: none"> i) Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis for Indian bidders. ii) Prices quoted by Indian bidders shall be in Indian Rupees only. iii) In case Supervision of Erection, Testing & Commissioning (ETC) at Site or Testing & Commissioning at Site or Erection, Testing & Commissioning at Site is also in scope of the bidder along with supply, bidder has to ensure that prices quoted for such services also are in line with special terms & conditions of the NIT, if any. iv) Unless otherwise specified in the NIT, Unloading at Site / Destination shall not be in the scope of the supplier. v) Prices in respect of Sr No (a) to Sr No (h) of Clause 2.3 above are to be quoted inclusive of all taxes & Duties, charges, Levies, royalty etc. if any, excluding GST.
3.	<p>TERMS OF PAYMENT :</p> <p>3.1 For Supply only in scope of the supplier</p> <p>100% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> • LR / GR duly endorsed by BHEL Site Official. • Material Receipt Certificate issued by BHEL Site Official. • GST Compliant Tax Invoice • Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters. • Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management • Guarantee Certificate • Copy of Performance Bank Guarantee (PBG) • Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. <p>3.2 For Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier or Supply where Testing & Commissioning at Site is in scope of the supplier</p>

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	<p>a) 95% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. · GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. <p>b) 5% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · Certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site if it is in the scope of the supplier or Certificate of successful completion of Testing & Commissioning at Site if it is in the scope of the supplier. · Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management <p>3.3 For Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier</p> <p>a) 90% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. · GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order <p>b) 10% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management · Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management <p>3.4 For Type Test Charges</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with copy of Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management in 3 sets (original + 2 copies) on completion of delivery (at site, if F&I is in scope of</p>

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	<p>supplier) of main supplies (excluding spares) for which Type Tests are applicable. List of main supplies (excluding spares) for which Type Tests are applicable shall be certified by BHEL Engineering Management.</p> <p>3.5 For Charges for Supervision of Erection, Testing & Commissioning at Site</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>3.6 For Charges for Testing & Commissioning at Site</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>3.7 For Training Charges</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of completion of training issued by BHEL Engineering Management 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 or approved billing break-up of prices (if applicable as per NIT). ii) In case of supplies for overseas project, Material Receipt Certificate issued by BHEL Authorized Representative shall also be acceptable. iii) 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. iv) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date. v) 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 vi) 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. vii) Supplier has to submit PBG (as per BHEL format) & Guarantee Certificate as per PO terms. viii) In case any shortages and / or damages in supplies, an amount calculated

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	<p>based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment against 3.1(a) or 3.2(a) above 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>ix) 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>x) 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>xi) 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>
4.	<p>INTEREST LIABILITY :</p> <p>In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment. Also, no interest shall be payable by BHEL on the bank guarantee / deposit amount or balance payment or any other money which may become due owing to difference or misunderstanding or any dispute before any quasi judicial authority between BHEL and the Supplier / Contractor.</p>
5.	<p>GUARANTEE :</p> <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 12 months from the date of commissioning, whichever is earlier.</p> <p>Wherever Erection, Testing & Commissioning at Site are also in the scope of the Supplier, the guarantee period shall be 18 months from the date of last delivery or 12 months from the date of commissioning, 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. 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 a period not more than 45 days from the date of reporting the defect / rejection etc.</p> <p>In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase</p>

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	<p>Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.</p> <p>Note :</p> <ul style="list-style-type: none"> i) In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, Capacitors & Fuses will not be under Guarantee after commissioning. ii) In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications. iii) In case offer of agent of Foreign OEM / Foreign Principal is considered, as per Clause No. 1.12 above, Guarantee as mentioned above has to be provided by the Foreign OEM / Foreign Principal also.
6.	<p>LATENT DEFECT :</p> <p>Liability for latent defects shall be for defects inherently lying within material or arising out of design deficiency which does not manifest itself during guarantee period but later and shall be limited to five years from the expiry of the guarantee period.</p>
7.	<p>PERFORMANCE BANK GUARANTEE (PBG) :</p> <p>Supplier shall arrange to submit Performance BG / Deposit on a non-judicial stamp paper of appropriate value along with first invoice or within 60 days from placement of Purchase Order (PO) whichever is earlier, in line with one of the applicable options as follows :-</p> <p>Option %A+</p> <p>A single rolling PBG for Rs. 50 Lakhs initially valid for 18 months with claim period of 3 months extra over and above 18 months for all the Purchase Orders being executed for Transmission Business Group, BHEL. However, validity of the PBG shall be extended till 18 months from the date of last delivery with 3 months claim period extra over and above 18 months.</p> <p>Single Rolling PBG option shall not be applicable in case Ex-works value of the PO at the time of placement of PO exceeds Rs. One Crore.</p> <p>Option %B+</p> <p>PBG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery with claim period of 3 months extra over and above 18 months. Ex-works PO value at the time of placement of PO shall be considered for calculation of the PBG amount.</p> <p>Option %C+</p> <p>In case the total Ex-works PO value at the time of placement of PO does not exceed Rs. Ten Lakhs, interest free Deposit of 10% of the total Ex-works PO value at the time of placement of PO in form of Demand Draft favouring Bharat Heavy Electricals Limited+ and payable at New Delhi / Delhi / Noida shall also be acceptable to BHEL in lieu of PBG, which shall be released after expiry of 21 months from the date of last delivery after deduction, if any, within 60 days from receipt of invoice in 3 sets (original + 2 copies) to be submitted by the supplier.</p> <p>Note :</p> <ul style="list-style-type: none"> i) The Bank Guarantee shall be from any bank as per Annexure for List of Banks (32 Nos.). The original PBG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida. ii) Extension of validity of the PBG 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 PBG. iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted.

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	<ul style="list-style-type: none"> iv) Supplier has to confirm one of the applicable options for submission of PBG / Deposit before placement of PO. v) In case of non submission PBG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business Dealings with the Supplier / Contractor. vi) BHEL reserve the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Supplier in fulfilment of performance of the Purchase Order. vii) Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to \pm 20%. Beyond this variation of \pm 20%, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly. viii) 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.
8.	<p>SUBMISSION OF DRAWINGS / DOCUMENTS FOR APPROVAL :</p> <p>Supplier shall submit the master document list within 7 days from date of Purchase Order / Contract, unless otherwise specified in the NIT, with planned dates for submission which shall be in line with activity schedule as per Purchase Order / Contract and shall be finalized with BHEL Engineering Management. Date of first submission of drawings / documents shall be certified by BHEL Engineering Management after the receipt of applicable drawings / documents (e.g. project specific cover sheet, GTP, OGA drawings, schemes, type test reports etc.) by BHEL. During detailed engineering stage, necessary hard copies of the engineering drawings / documents shall also be submitted by the supplier as per the Purchase Order / Contract requirement. The supplier shall also submit the packing drawings as per technical specifications.</p> <p>In case item(s) offered require any interface details of other item (not in the scope of supplier & required for operating the equipment), the supplier has to submit interfaces schedule along with submission of engineering drawings / documents. It shall be responsibility of the supplier to get the details of the interfaced item from BHEL before manufacturing to avoid any mismatch at site.</p>
9.	<p>FINAL DOCUMENTATION :</p> <p>Final documentation as called in the Technical /contract specification is to be submitted within 3 months from the date of first delivery of respective equipment, item/material. After submission of Final Documentation, BHEL Engineering Management (TBEM) will issue a Certificate of Completion of Final Documentation. Wherever Final Documentation is not applicable, BHEL Engineering Management (TBEM) will issue confirmation regarding the same, Vendor to submit the Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be, to BHEL TBMM. In case of Non Submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, BG will be liable for encashment.</p>
10.	<p>INSPECTION :</p> <p>BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Material Despatch Clearance Certificate (MDCC) / MICC issued by BHEL.</p> <p>Supplier shall send inspection call on prescribed format / web site only, with an advance notice of 15 days.</p> <p>Supplier to ensure submission of all routine / acceptance test reports, inspection</p>

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	<p>reports and all other documents related to inspection, immediately to BHEL.</p> <p>BHEL representative is authorised to carry out audits along with Third Party Inspection Agency at vendor's / supplier's works before clearing the items for despatch.</p>
11.	<p>DESPATCH DOCUMENTS :</p> <p>Despatch documents to be immediately sent to BHEL on despatch are as follows :-</p> <ul style="list-style-type: none"> • Copy of Invoice • Copy of LR / GR in case of Indian suppliers or BL / AWB in case of foreign suppliers • Copy of Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters • Copy of Guarantee Certificate
12.	<p>DELIVERY PERIOD :</p> <p>Delivery / Completion requirement shall be mentioned in the NIT. Bidder to specify best delivery / completion period possible in weeks from the date of LOI / PO as per activity schedule for consideration by BHEL.</p> <p>Time required for type test, if applicable, is to be separately indicated.</p> <p>Note :</p> <p>LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) contracts shall be considered as delivery date.</p>
13.	<p>LIQUIDATED DAMAGES FOR DELAYED DELIVERY:</p> <p>In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes and duties, freight & insurance as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply (incl. taxes and duties, freight & insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.</p> <p>However, in case of staggered (lot-wise) contractual delivery schedule, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes, duties, freight & insurance as applicable) of delayed lot per week of delay or part thereof subject to maximum of 10% of the total Purchase Order value. (Incl taxes, duties, Freight & Insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.</p> <p>Note :</p> <ul style="list-style-type: none"> i) In case of any amendment / revision in PO /WO, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, if applicable. ii) LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) for imported supplies shall be treated as the date of dispatch for levying LD as above. iii) However, for indigenous supply, if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 30 days, where distance from place of despatch as per LR / GR is upto 1000 Kms or if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 45 days, where distance from place of despatch as per LR / GR is more than 1000 Kms, such excess period shall also be considered for LD purpose. iv) If, as per supplier, delay is not attributable to the supplier, delay analysis with documentary evidence may be submitted by the supplier at the earliest but not

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	later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the supplier, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delayed delivery.
14.	<p>VALIDITY OF OFFER : The offer shall be valid for 120 days from the due date of opening of tender (i.e. techno-commercial bid unless otherwise specified in the NIT). Prices of Spares, wherever they optional items, shall be valid till two years from the date of placement of PO.</p>
15.	<p>ACCEPTANCE / REJECTION OF TENDER : BHEL reserve the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserve right to vary the quantities as mentioned in the NIT. Acceptance of offer is subject to vendor approval by customer before opening of price bid.</p> <p>BHEL shall not be bound by any power of attorney granted by tenderer or by changes in composition of the firm made subsequent to award of order / contract. BHEL may however recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the seller / contractor concerned. If the tenderer deliberately gives wrong information, BHEL reserves the right to reject such an offer at any stage or cancel the order / contract, if awarded, and forfeit the security deposit and bank guarantee.</p>
16.	<p>DEVIATION : The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.</p>
17.	<p>TENDER EVALUATION : Comparative statement shall be prepared and evaluated on total cost basis at destination/site (as per terms of NIT) considering overall quantity indicated in NIT unless contrary to same is specifically mentioned in the tender enquiry / NIT. Total cost for this purpose shall include cost of scope of work as mentioned in NIT along with applicable taxes & duties, and other services etc. (if applicable). GST input credit available to BHEL shall be reduced from prices while determining L1 status. In case all bidders are foreign & Port of Import (destination port) is same for all the bidders, evaluation of offers shall be done on CIF (Port of Import) basis. Otherwise, evaluation of offers shall be done on the basis of delivered cost at site /destination to BHEL. Further, in case of foreign bidders, marine freight & insurance are to be quoted separately & the purchase order may be placed on FOB basis with an option for delivery on CIF / CFR basis, if required, later. In case of foreign bidders, Exchange Rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I Bid in case of two part bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken for tender evaluation.</p>
18.	<p>LOADING CRITERIA : List of permissible deviations & loading criteria thereof are as follows :-</p> <ol style="list-style-type: none"> <li data-bbox="360 1712 1418 1854">Payment Terms Base rate of SBI (as applicable on the date of bid opening / techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidder(s) against terms of payment in the NIT. <li data-bbox="360 1881 1418 1915">Liquidated Damages (LD) for Delayed Delivery

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	<p>Loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value).</p> <p>c) In case of foreign bidders, if the quoted prices is on CIF basis only, it shall be loaded to arrive at total FOR (Site / Destination) price, as applicable, by factors as follows :-</p> <ul style="list-style-type: none"> i) Port handling / clearing charges: @ 1% of CIF value to arrive at Customs Assessable Value. ii) Custom Duty (including CVD & SAD) as per NIT prevailing on date of price bid opening. iii) Inland Freight & Transit Insurance: @ 5% of CIF value where distance between site / destination and Port of Discharge is upto 1000 Kms or @ 7% of CIF value where distance between site / destination and Port of Discharge is more than 1000 Kms. <p>Note : Additional deviations (if considered acceptable by BHEL) & the loading criteria shall be communicated to all the qualified bidders before price bid opening.</p>
19.	<p>ARBITRATION :</p> <p>In the event of any dispute emanating from and relating to this contract, the matter shall be referred to the sole arbitration of the person appointed by the competent authority of BHEL. Subject to aforesaid, the provisions of the Arbitration and Conciliation Act, 1996+and the rules made thereunder as amended from time to time in India shall apply to the arbitration proceedings. The venue of arbitration shall be in New Delhi.</p> <p>Further there shall be no claim for any pre-reference or pendente-lite interest on the claims and any claim for such interest made shall be void.</p> <p>However, in case of contract with Public Sector Enterprise / Undertaking (PSE/PSU) or Govt. Dept., the extant guidelines of Govt. of India shall be followed.</p>
20.	<p>LEGAL SETTLEMENT :</p> <p>Indian Courts at New Delhi / Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable. Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto.</p>
21.	<p>SUB-CONTRACTING :</p> <p>In case further subcontracting of BHEL Purchase Order / Contract or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the Supplier / Contractor of the responsibility of fulfilling BHEL Purchase Order / Contract requirements. In case of subcontracting of Purchase Order / Contract awarded by BHEL or part thereof without such permission, BHEL reserve the right to cancel the Purchase Order / Contract and source such material / component / equipment / system from any other agency at the risk and cost of the Supplier / Contractor.</p> <p>If Supplier / Contractor is an individual or proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless BHEL is satisfied that legal representative of individual Supplier / Contractor or proprietor of proprietary concern and surviving partners of partnership firm are capable of carrying out and completing the Purchase Order / Contract, BHEL shall be entitled to cancel the Purchase Order / Contract as to its incomplete portion and without being in any way liable to payment of any compensation to legal representative of Supplier / Contractor and / or to surviving partners of Supplier / Contractor firm on account of cancellation of the Purchase Order / Contract.</p> <p>Decision of BHEL that legal representatives of deceased Supplier / Contractor or</p>

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	<p>surviving partners of the Supplier(s) / Contractor(s) firm cannot carry out and complete the Purchase Order / Contract shall be final and binding on the parties hereto.</p> <p>Terms and Conditions shall not get affected in case of de-merger / amalgamation / taking-over / re-constitution etc.</p>
22.	<p>RISK PURCHASE :</p> <p>In case the Supplier / Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or 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, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause.</p> <p>Recovery amount on account of purchases made by BHEL at the risk and cost of Supplier / Contractor shall be the difference of total value of new Purchase Order (PO) value and total value of old Purchase Order for applicable items, where the total value of new PO is more than total value of old PO for applicable items, plus additional 15% of the total ex-works value of new PO as overheads.</p> <p>The Supplier / Contractor shall on no account be entitled to any gain on such risk & cost purchase. In case the purchase order (PO) value of the new PO is less than the PO value of the old PO, 15% of the total ex-works value of the new PO shall be recovered as overheads and the difference between the PO value of the old PO and the new PO shall not be considered for calculation of the recovery amount.</p>
23.	<p>ADJUSTMENT OF RECOVERY :</p> <p>Any amount payable by the Supplier / Contractor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Supplier / Contractor under any other Purchase Order / Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.</p>
24.	<p>FORCE MAJEURE CONDITION :</p> <p>If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of Supplier / Contractor the deliveries / services are delayed, Supplier / Contractor shall not be held responsible.</p> <p>If at any time during the continuance of the Purchase Order / Contract, the performance in whole or in part by either party of any obligations under the Purchase Order / Contract is prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs or acts of God (hereinafter referred to as %event%), which are not in control of Supplier / Contractor or BHEL, then provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Purchase Order / Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Purchase Order / Contract shall be resumed immediately after such event has come to an end or</p>

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	<p>ceased to exist and decision of BHEL as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto. In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event. Notwithstanding above provisions, BHEL shall reserve the right to cancel the Purchase Order / Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.</p>
25.	<p>MANUFACTURING QUALITY PLAN (MQP) : Supplier to submit approved MQP in line with requirement of BHEL/customer.</p>
26.	<p>SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM : BHEL reserve the right for evaluation of Supplier Performance Rating as per Supplier Performance Monitoring and Rating System of BHEL for necessary action. Details are available at BHEL Website www.bhel.com for reference.</p>
27.	<p>DEALING WITH BANNED SUPPLIERS / CONTRACTORS IN BHEL : Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com for reference.</p>
28.	<p>ORDER OF PRECEDENCE : The order of precedence shall be as follows :- a) Special Terms & Conditions (STC) for Tender Enquiry / Contract, if any b) General Terms & Conditions (GTC) for Tender Enquiry / Contract & Additional General Terms & Conditions (GTC) for Tender Enquiry / Contract for Erection Testing & Commissioning (ETC) at Site, if applicable Provisions in (a) above shall prevail over (b). In case of conflict, between Technical Specifications and STC / GTC, bidder to seek necessary clarifications from BHEL concerned official as specified in NIT.</p>
29.	<p>PACKING : Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage. In case of shipment by sea or air, the packing shall be sea-worthy or air-worthy respectively and of international standards. Different types of spares i.e. start-up / commissioning spares and initial spares (mandatory spares and recommended O&M spares) are to be packed separately. Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate :- a) Case / Packing size (as applicable). b) Gross weight and net weight of each package. c) Detailed contents of the package with quantity of each item separately. Project, Item / Package Description, BHEL's PO No. with date & Case / Packing Mark should also be clearly mentioned on the Case / Packing and Packing List for identification. Also, Packing List must be duly signed & should include respective Invoice No. & LR No. Note : Foreign suppliers to furnish details to arrange inland transportation by BHEL, if applicable, as follows :- i) No. of Packages ii) Size with Weight (Gross & Net) of each Package iii) No. of Containers with type & size required for inland transportation</p>

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	iv) Type of Cargo (Break Bulk / LCL / FCL) v) Customs Tariff No.
30.	<p>COLOUR CODING :</p> <p>Aluminium stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details like purchase order, description of the component, quantity etc.</p> <p>Tags should be of the colour as follows :-</p> <ul style="list-style-type: none"> a) Main equipment : Yellow or White tag b) Start-up / Commissioning spares : Blue tag c) Mandatory spares : Pink or Red tag d) Recommended / O&M spares : Green tag
31.	<p>MICRO, SMALL & MEDIUM ENTERPRISES (MSME) :</p> <p>MSMED Act 2006 as amended from time to time & extant regulations of Govt. of India for MSME will be applicable.</p> <p>Micro & Small Enterprises (MSE) can avail the intended benefits only if they submit along with the offer / bid, attested copies of either Acknowledgement of Entrepreneur Memorandum Part-II (EM-II certificate) having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (As per BHEL format where deemed validity of EM-II certificate of five years have expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of opening (for Techno-commercial Bid : Part-I in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or arrested (in original) by a Gazetted officer.</p> <p>Copy of Udyog Aadhaar Memorandum with Acknowledgement of Ministry of Micro, Small & Medium Enterprises should also be furnished.</p>
32.	<p>BUSINESS ETHICS / SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS :</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution, indulges in malpractices cheating, bribery, fraud or other misconduct or formation of cartel so as to influence the bidding process or influences the price or fails to perform or is in default without any reasonable cause etc or performs any act considered objectionable as per extant guidelines, action may be taken against such bidders/supplier/contractor as per extant Guidelines for Suspension of Business Dealings with Suppliers/Contractors. Abridged version of same is available at BHEL website (www.bhel.com) on Supplier Registration Page.</p>
33.	<p>REVERSE AUCTION :</p> <p>BHEL reserve the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder or price bid submitted by the bidder through e-procurement system. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.</p> <p>General Terms and Conditions of RA are available at Annexure. Business Rules for</p>

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	<p>RA shall be sent to the bidders before conducting RA. Abridged Version of %Common Guidelines for Conducting Reverse Auction+ may also be seen at BHEL website (www.bhel.com) on %Supplier Registration+ Page & %Tender Notifications+Page.</p>
34.	<p>INTEGRITY PACT : Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.</p>
35.	<p>TERMINATION OF CONTRACT : BHEL shall have the right to cancel the Purchase Order / Contract without any financial implication to BHEL if vendor approval by end user / customer is withdrawn or in case of Suspension of Business Dealings with the Suppliers / Contractors by BHEL.</p> <p>BHEL shall have the right to cancel Purchase Order / Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Suppliers / Contractor's compensation claim shall be settled mutually.</p> <p>In case of cancellation of Purchase Order / Contract for main supply, all other associated Purchase Orders / Contracts like those for Mandatory Spares / Recommended Spares / Erection, Testing & Commissioning (ETC) / Supervision of ETC, if any, would also get cancelled.</p>
36.	<p>SHELF LIFE : Supplier has to inform the list of the items / sub-items which have limited shelf life like consumables or those required for the first fill and shall indicate the corresponding shelf life period in the offer. Such items / sub-items shall be manufactured / despatched only after getting formal clearance from BHEL.</p>
37.	<p>LIMITATION OF LIABILITY : Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts,</p> <ul style="list-style-type: none"> <li data-bbox="375 1193 1411 1362">a) Neither the Supplier / Contractor nor BHEL shall be liable to the other, whether in Purchase Order / Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Supplier / Contractor to pay Liquidated Damages to the BHEL and <li data-bbox="375 1383 1411 1573">b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed total Contract Price, provided however that this limitation shall not apply to any obligation of the Vendor to indemnify BHEL with respect to Patent Infringement or Intellectual Property Rights.
38.	<p>SHORTAGES / DAMAGES :</p> <ul style="list-style-type: none"> <li data-bbox="375 1594 1411 1700">a) Against Supply only or Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site or Supply where Testing & Commissioning at Site is in scope of the supplier : Any shortages and / or damages in supplies shall be supplied / replenished free of cost by the supplier as early as possible but not later than 30 days from the date of intimation by BHEL to the supplier. <li data-bbox="375 1826 1411 1911">b) Against Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier :

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	<p>Any shortages and / or damages in supplies and during handling / storage, erection, testing and commissioning at site shall be supplied / replenished free of cost by the Supplier / Contractor, as early as possible, to meet the contractual completion time / schedule.</p> <p>Note: There shall not be any extension in the contractual delivery time / schedule due to any shortages and / or damages in supplies.</p>
39.	<p>VARIATION OF CONTRACT VALUE / QUANTITY VARIATION :</p> <p>BHEL shall have the right to variation in quantities of items within ± 30% 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 two years 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.</p>
40.	<p>STATUTORY VARIATION :</p> <p>GST rates prevailing at the time of dispatch of goods / completion of services shall be payable by BHEL. All other taxes, duties, charges, royalty, cess, other levies shall be deemed to be included in the Ex Works Prices / Charges quoted by bidders and no variations shall be payable in respect thereof. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the BHEL.</p> <p>Notwithstanding anything above, where the actual completion of the supply / services occurs beyond the period stipulated in the Purchase Order / Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Supplier / Contractor alone shall bear the impact for the upward revisions and for downward revisions BHEL shall be given the benefit of reduction in applicable taxes /GST. This will be without prejudice to the levy of liquidated damages for delay in delivery / completion.</p> <p>If new tax is introduced by Central/ State Govt / Municipality becomes directly applicable on items specified in Bill of Quantities/Purchase Order/Contract, full reimbursements shall be made provided it becomes applicable on items specified in Bill of Quantities.</p> <p>However, any additional tax implication due to delay in delivery, beyond the Contractual Delivery, attributable to supplier shall be borne by supplier.</p>
41.	<p>MODE OF PAYMENT :</p> <p>Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.</p>
42.	<p>CONFIDENTIALITY :</p> <p>Supplier / Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents etc. belonging to BHEL and also of systems, procedures, reports, input documents, manuals, results and any other BHEL documents discussed and / or finalized during the course of execution of Purchase Order / Contract.</p>
43.	<p>INDEMNIFICATION :</p> <p>The Supplier / Contractor shall indemnify and keep indemnified and hold harmless BHEL and its employees and officers from and against any and all claims, suits, actions or administrative proceedings, demands, losses, damages, costs and</p>

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	expenses and any other claim of whatsoever nature in respect of the death or injury of any person or loss of or damage to any property arising during the course and out of the execution of the Purchase Order / Contract.
44.	<p>TITLE OF GOODS :</p> <p>a) Ownership of the equipment / material procured in India, shall be transferred to BHEL upon loading on to the mode of transport to be used for transportation of the said equipment / material from the works to the site / destination and upon endorsement of the dispatch documents in favour of BHEL.</p> <p>b) Ownership of the equipment / material to be imported into the country where the site is located, if not procured in India, shall be transferred to BHEL upon loading on the mode of transport to be used for transportation of the equipment / material from the country of origin to that country / destination and upon endorsement of despatch document in favour of BHEL.</p> <p>c) Notwithstanding the transfer of ownership of the equipment / material, the responsibility for care and safe custody thereof together with the risk of loss or damage thereto for whatsoever reason shall remain with the Supplier.</p>
45.	<p>COMPLIANCE OF STATUTORY REQUIREMENTS :</p> <p>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 Purchase Order / Contract and having in force and applicable to the Purchase Order / Contract and nothing shall be done by the Supplier / Contractor in contravention of any Law / Act and / or Rules / Regulations, thereunder or any amendment thereof. The Supplier / 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 Purchase Order / Contract. In case BHEL is constrained to make any of such payments, BHEL shall recover the same from the Supplier / Contractor either from moneys due to him or otherwise as deemed fit.</p>
46.	<p>ACCEPTANCE OF ORDER :</p> <p>Supplier should acknowledge and accept the Letter of Award / Purchase Order issued by BHEL within 7 days of the issue of Letter of Award / Purchase Order. In case of any discrepancy / typographical error in issue of Purchase Order / Contract, the agreed terms & conditions, scope of work, rates / prices for placement of PO / award of contract shall be applicable and BHEL reserves the right to issue amendment(s) to PO / Contract for correction of discrepancies / typographical errors in the PO / Contract at a later date.</p>
47.	<p>FRAUD PREVENTION POLICY :</p> <p>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.</p>

Signature of Bidder (Authorized Signatory) with Date & Seal



BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS ENGINEERING MANAGEMENT
NOIDA

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Section-2	Equipment Specification under scope of supplies																																														
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Remarks: Bidder to note that data and details of guaranteed technical particulars shall not be reviewed during technical evaluation/ scrutiny, hence compliance of guaranteed technical particulars in line with technical specification shall be bidder's responsibility.																																															
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Bharat Heavy Electricals Limited

Project: 765/132kV AIS Switchyard Extn. at NTPC SIPAT STPP Stage-III (1x800 MW)

Customer: NTPC Limited

Technical Specification: 132kV Circuit Breaker with accessories

Document No. TB-435-316-TS-001B Rev 00

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Bharat Heavy Electricals Limited

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SECTION 1:

SCOPE, PROJECT SPECIFIC TECHNICAL REQUIREMENTS & BILL OF QUANTITIES

1. Scope

This technical specification covers the requirements of design, manufacture, inspection including third party inspection and testing at manufacturer's work before supply, proper packing and dispatch of **132kV Circuit Breaker with accessories**, structures, fittings including inter-pole cabling, operating mechanism & control cabinets, mandatory spares, as applicable complete in all respects for efficient & trouble-free working mentioned under this specification to site. The scope shall include supervision of installation, testing and commissioning of all offered circuit breakers along with necessary testing equipment & instruments, which shall be brought at site on returnable basis.

This section covers the scope and quantities of **132kV Circuit Breaker with accessories**. The Specific Technical Requirements for the above item as specified by the customer/ NTPC are given in Section-2. The offered equipment shall also comply with the General Technical Requirements for the project as detailed under section-3 of this specification.

The specification comprises of following sections:

Section-1 :	Scope, Project Specific Technical Requirements & Bill of Quantities
Section-2 :	Equipment Specification under scope of Supplies/ Service
Section-3 :	Project Details & General Technical Requirements (For all equipment under the Project)
Section-4 :	Annexures
	Annexure-A: Compliance Certificate to Technical Specification
	Annexure-B: Deviation/ Change Request to Technical Specification
	Annexure-C: Guaranteed Technical Particulars
	Annexure D: Technical Checklist

The following order of priority/ precedence shall be followed. In case of conflict between requirements specified in various documents, the more stringent one shall be followed. BHEL/ NTPC concurrence shall, however, be obtained before taking a final decision in such matters.

a. Statutory Regulations

In particular, the latest version of the following statutory regulations, as applicable, shall be followed for system,

- o Indian Electricity Act
- o CEA regulations
- o The Factory Act
- o Requirements of other statutory bodies as applicable, e.g. CEA etc.

b. Section-1

c. Section-2

d. Section-3

e. Codes & Standards

Bharat Heavy Electricals Limited

Project: 765/132kV AIS Switchyard Extn. at NTPC SIPAT STPP Stage-III (1x800 MW)

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Bidder shall furnish list of conflicts/ ambiguities/ deviations, if any, along with their technical offer and also furnish the basis that is considered for submitting technical offer. BHEL/ NTPC will resolve listed conflicts prior to award. In case of ambiguity, bidder shall inform BHEL/ NTPC of their interpretation. In case bidder fails to convey the same prior to award, BHEL/ NTPC decision on interpretation shall be considered final if need arises during the execution. No additional cost or extra time on account of conflicts/ ambiguities/ deviations shall be admissible.

In general, no deviation from the requirements specified in various clauses of this specification shall be allowed and hence, a certificate to this effect shall have to be furnished along with the offer (Annexure-A), however bidder shall furnish list of conflicts/ ambiguities/ deviations (Annexure-B), if any. Any conflicts/ ambiguities/ deviations mentioned elsewhere in technical offer shall not be reviewed.

The equipment is required for the following project:

Name of the Customer : **NTPC Limited**

Name of Main Contractor : **Bharat Heavy Electricals Limited**

Name of the Project : **765/400/132kV AIS Switchyard Extn. at NTPC SIPAT STPP Stage-III (1x800 MW)**

The scope of supplies shall be as per commercial terms and conditions enclosed separately with the notice inviting tender/ enquiry.

2. Codes & Standards

- a. The circuit breaker shall comply with the latest editions and amendments of the following standards as applicable, unless otherwise specified elsewhere in this specification,

IEC 62271-100	High-voltage alternating-current circuit-breakers
IEC 60694-2002	Common Specifications for High-Voltage Switchgear and Control gear Standards
IS 12729-2004	Common Specifications for High-Voltage Switchgear and Control gear Standards
IS 13118-1991	High-Voltage Alternating-Current Circuit Breaker
- b. For the purpose of this specification all technical terms used hereinafter shall have the meaning as per IEC/ IS specification.
- c. The equipment meeting with the requirements of other authoritative standards, which ensure equal or better quality than the standards mentioned above shall also be acceptable. Where the equipment offered by the bidder confirms to other standards, salient points of difference between the standards adopted and the specified standards shall be clearly brought out in the offer.
- d. In case of imported equipment, standards of the country of origin shall be applicable, if these standards are equivalent or stringent than the applicable Indian standards.
- e. The equipment shall also conform to the provisions of Indian Electricity Rules, 1956 and other statutory regulations currently in force in the country.
- f. In case Indian standards are not available for any equipment, standards issued by IEC/ BS/ VDE/ IEEE/ NEMA or equivalent agency shall be applicable.

Bharat Heavy Electricals Limited

Project: 765/132kV AIS Switchyard Extn. at NTPC SIPAT STPP Stage-III (1x800 MW)

Customer: NTPC Limited

Technical Specification: 132kV Circuit Breaker with accessories

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3. Specific Technical Requirements

- a. Circuit breaker shall perform satisfactorily under various other electrical, electromechanical and meteorological conditions of the site of installation.
- b. Equipment shall be able to withstand all external and internal mechanical, thermal and electromechanical forces due to various factors like wind load, temperature variation, ice & snow, (wherever applicable) short circuit etc. for the equipment.
- c. The equipment shall also comply to facilitate erection of equipment, all items to be assembled at site shall be "match marked".

Sl. No.	Description	Unit	132kV System
1	Rated/ Nominal System Voltage	kV	132
2	Maximum/ Highest Voltage	kV	145
3	Rated Frequency	Hz	50
4	Type of Circuit Breaker	-	Outdoor SF6 insulated, Single pressure, Live Tank Type
5	Number of Poles	Nos	3
6	Rated operating duty cycle	-	O - 0.3 sec. - CO - 3min.-CO
7	Total closing time	ms	Not > than 150ms
8	Reclosing	-	1ph & 3ph high speed auto reclosing as required
9	Trip and closing coil voltage	V	220 DC
10	Auxiliary Contacts (Besides requirement of specification, supplier shall wire up these contacts for future use of customer)	Nos	15NO+ 15NC
11	Noise level	dB	Maximum 140dB at 50m distance from base of circuit breaker
12	Rated terminal load	-	Adequate to withstand 100kg static load as well as wind, seismic and short circuit forces without impairing reliability or current carrying capacity
13	Temperature rise over the design ambient temperature	°C	As per IEC:62271-100
14	Operating Mechanism	-	Pneumatic/ spring/ hydraulic/ or a combination of these
15	Minimum creepage distance	mm/kV	25
16	Support structure height	mm	Adequate so that lowest part of support insulator of equipment is minimum 2550mm from plinth level.

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Customer: NTPC Limited

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Sl. No.	Description	Unit	132kV System
17	Rated continuous current at design ambient temperature of 50°C	A	Min. 1250A at rated ambient temperature
18	Potential free spare way in "Local/Remote" switch for its use in SAS	Nos	1 No for "local" mode 1 No for "Remote" mode
19	No. of terminals in common control cabinet	Nos	All contacts & control circuits to be wired out up to common control cabinet plus 24 terminals exclusively for customer's use
20	Supply voltage for breaker operating mechanism	-	415/ $\sqrt{3}$ V, 50Hz
21	Short time current carrying capability	kArms	50kArms/1 sec
22	Design ambient Temperature	°C	50

d. Any other applicable parameters, not mentioned here, please refer section-2 of this specification.

4. General Technical Requirements

The general technical requirements for Circuit Breaker shall be as follows:

- Any other standard fittings and accessories for circuit breaker, which are not specifically mentioned but are usually provided shall be included in bidder's scope.
- Bidder shall supply all special tools and tackle (other than maintenance tools, already mentioned in BOQ) which are specifically required for Circuit Breakers and are proprietary in nature. Cost of the same shall be deemed inclusive in the offer for main item. List of such special tools and tackle should be clearly listed along with the technical offer. Any special tool which is not listed in the technical specification but required during the erection/ commissioning of Circuit Breakers shall also be supplied by the bidder without time/ cost implication. In case, special tools and tackles which is proprietary in nature is not required for Erection/ testing/ commissioning or for smooth operation of Circuit Breaker, bidder to submit a certificate mentioning that no special tools and tackles is required for Circuit Breakers.
- All spares supplied under this contract shall be strictly interchangeable with the parts for which they are intended for replacement. Each spare part shall be clearly marked and labeled on the outside of the packing together with the description when more than one spare part is packed in single case. A general description of the contents shall be shown on outside of the case and detailed list enclosed. All cases, containers and other packages must be suitably marked and numbered for the purpose of identification.
- The bidder must fill up all the details required for offered item/(s). Instead of indicating "refer drawing, or as per IS/IEC", the exact value/(s) must be filled in.

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5. Bill of Quantities

- a. Bill of quantities shall be as per **Annexure-132kV Circuit Breaker**, however, any item not appearing herein but required for completeness of the work and mentioned elsewhere in technical specification is deemed to be included in bidder's scope.
- b. The quantities in BOQ may vary up to $\pm 25\%$ in line with quantity variation clause. However, individual quantities may be deleted or vary up to any extent.

6. Drawings / Documents required for Technical Clearance for Manufacturing

The engineering drawings/ documents, shall be used for providing technical clearance for manufacturing of the equipment, which shall be used for delay analysis, if applicable for respective group.

1	132kV Circuit Breaker- Outline General Arrangement
2	132kV Circuit Breaker- Guaranteed Technical Particulars/ Datasheet
3	132kV Circuit Breaker- Type Test Reports
4	132kV Circuit Breaker- Quality Assurance Plan

Technical clearance for manufacturing shall be issued after approval of drawings in category-I (approval without any comments)/ category-II (approval with comments) from customer/ BHEL. In case drawing/ document are not duly stamped in category-1/ category-2 by customer, BHEL stamp in Category-1 & 2 shall be treated final to proceed further.

The successful bidder shall have to extend all possible supports like timely submission/ re-submission of drawings, visit to end customer to facilitate documents approval without any commercial implications to BHEL. Acceptance of bidder's documents shall be subject to end customer/ NTPC approval.

7. Type Testing

The bidder shall carry out the type tests as listed in this specification on the equipment to be supplied under this contract. The Bidder shall indicate the charges for each of these type tests separately in the relevant price schedule and the same shall be considered for the evaluation of bids. The type test charges shall be paid as per the charges quoted for each of these type tests separately in the relevant price schedule & no quantity variation is allowed, only for the test(s) conducted successfully under the contract and upon certification by the Employer/ NTPC Engineer.

The type tests shall be carried out in the presence of the Employer/ NTPC representative, for which minimum 60 days' notice shall be given by bidder. The bidder shall obtain the Employer/ NTPC approval for the type test procedure before conducting the type test. The type test procedure shall clearly specify the test set up, instrument to be used, procedure, acceptance norms, recording of various parameters, interval of recording, precautions to be taken etc. for the type test(s) to be carried out.

In case the bidder has conducted such specified type test(s) according to the relevant standard and /

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or specification as per CEA Guidelines for the validity period of type test(s) conducted on Major Electrical equipment in power Transmission-May 2020 & with latest amendments from **10.07.2024**, shall submit the type test reports to the Employer/ NTPC for waiver of conductance of such type test(s). These reports should be for the test conducted on the equipment similar to those proposed to be supplied under this contract and the test(s) should have been either conducted at an independent laboratory or should have been witnessed by a Client/ NTPC. The Employer/ NTPC reserves the right to waive conducting of any or all the specified type tests(s) under this contract. In case the type tests are waived, the type test charges shall not be payable to the bidder.

The indicative type test reports are as follows, but not limited to (as per IEC 62271-100),

- a) Dielectric Test
- b) Radio interference voltage test
- c) Temperature rise test
- d) Short time withstand current, peak withstand test, short circuit test duties, short line fault test
- e) Mechanical endurance test
- f) Out of phase making & breaking Test
- g) Line charging current breaking test
- h) IP: 55 test on each type of box

8. Quality Plan

The successful bidder shall submit Quality Assurance Plan with in-process inspection methods, tests, records, etc. for BHEL/ Customer approval. Customer hold points will also be included in the plan, which shall be mutually agreed by the customer/ BHEL. In case bidder has reference Quality Assurance Plan agreed with customer/ BHEL same shall be submitted for specific project to customer/ BHEL approval. There shall be no commercial implication to customer/ BHEL on account of Quality Plan approval.

Superior quality control system shall be adopted to assure high product quality. Raw materials of the best commercial grade quality and high reliability shall be used in the manufacture of the equipment. All materials shall be procured, manufactured, inspected and tested by vendor/ sub-vendor as per approved quality plan. The supplier shall perform all tests necessary to ensure that the material and workmanship conform to the relevant standards and comply with the requirements of the specification. Charges for all tests for the equipment shall be deemed to be included in bidder's scope.

9. Inspection & Testing

- a. Circuit breakers shall be subject to inspection by customer/ BHEL or authorized representative at bidder/ manufacturers' works. Hence, Bidder shall furnish all necessary information concerning the supply to customer/ BHEL.
- b. Routine and acceptance tests as listed in relevant standard and section-2, technical specifications shall be complied.

10. Packing and Dispatch

- a. All equipment shall be suitably protected, coated, covered or boxed and crated to prevent

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damage or deterioration during transit, handling and outdoor storage (for a minimum period of 12 months) at site till the time of erection. While packing all the materials, the limitations from the point of view of availability of transportation facilities in India should be considered. The Bidder shall be responsible for any loss or damage during transportation, handling and storage.

- b. The Bidder shall include and provide for security, protection and packing the equipment so as to avoid loss or damage during transport by any mode.
- c. All packing shall allow for easy removal and checking at site. Wherever necessary, proper arrangement for attaching slings for lifting shall be provided. All packages shall be clearly marked for with signs showing 'UP' and 'DOWN' side of boxes, and handling and unpacking instructions as considered necessary. Special precautions shall be taken to prevent rusting of steel and iron parts during transit and storage. Gas seals or other methods proposed to be adopted for protection against moisture during transit shall be to the satisfaction of the purchaser.
- d. The cases containing easily damageable material shall be very carefully packed and marked with appropriate caution symbols i.e. FRAGILE, HANDLE WITH CARE, USE NO HOOKS etc.
- e. Each package delivered under the contract shall be marked by the Bidder at his expense and such marking must be distinct (all previous irrelevant marking being carefully obliterated). Such marking shall show the description and quantity of contents, the name of consignee and address, the gross and net weights of the package, the name of Bidder with a distinctive number of mark sufficient for purpose of identification. All markings shall be carried out with such materials as to ensure quickness of drying, fastness and legibility.
- f. Each Package shall contain a note quoting specifically the name of the Bidder, the number and date of contract or order and the name of office placing the contract, nomenclature of the stores and include a schedule of parts for each complete equipment giving the parts number with reference to the General Arrangement/ Assembly drawing and the quantity of each part, drawing number and tag numbers.
- g. All equipment/ material shall be suitably packed for transport, carriage at site and outdoor storage during transit. The Bidder shall be responsible for any damage to the equipment during transit. The contents of each package shall bear marking that can be readily identified from the package list and packing shall provide complete protection from moisture, termites and mechanical shocks etc.
- h. Any material found short inside the packing cases shall be supplied by the Bidder without any extra cost.
- i. Notwithstanding anything stated in this clause the Bidder shall be entirely responsible for any loss, damage or depreciation to the stores

11. Supervision of erection, testing & commissioning

Supervision of Erection, testing and commissioning of all the supplied Circuit Breakers are in the bidder's scope. Bidder shall quote price for supervision of installation, testing and commissioning of all offered breakers. Bidder's testing engineer shall bring SF6 gas leak detector, SF6 gas filling adopter, timing kit and Transducer for operational analyzer (as per requirement).

Required unskilled man power / Labor, tools (other than special tools and tackles which shall be in bidder's scope) shall be provided by BHEL.

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The commissioning report shall be prepared and signed by the manufacturer's representative.

Following Test Instruments shall be made available by BHEL to testing engineer.

- a) DCRM (Operational analyzer) Kit
- b) 5kV Insulation tester
- c) 1kV Insulation tester
- d) Single phase variac
- e) Dew Point meter
- f) Capacitance and Tan Delta Kit
- g) Contact Resistance measurement kit
- h) Multimeter

Any other instrument(s), if required for Testing/ commissioning of Circuit Breaker shall be arranged by bidder. Cost of the same shall be deemed inclusive in the offer.

The respective dates of commencement of erection, testing and commissioning activities by BHEL will be intimated to the equipment manufacturer from time to time, so that arrangements for supervising the activity can be made accordingly by the manufacturer. Bidder to note that erection, testing and commissioning of all of the supplied breakers shall not be done in one go. Multiple visits shall be required.

12. Terms Used

The terms used in this specification namely, "Employer/ Purchaser/ Owner" refers to NTPC/ NTPC/ BHEL & "Contractor/ Sub-contractor/ Manufacturer/ Bidder/Supplier" refers to successful bidder.

SL. NO.	DESCRIPTION	UOM	QTY
A.	MAIN SUPPLY		
1	SUPPLY- CIRCUIT BREAKER : 132KV, 31.5KA FOR 1S, 25MM/KV CREEPAGE, 1250A, 3 PHASE CIRCUIT BREAKER WITHOUT PIR ALONGWITH SF6 GAS, SUPPORT STRUCTURE (INCLUDING PLATFORM & LADDER ETC.), INTERPOLE CABLES, OPERATING MECHANISM, CONTROL BOXES AND ALL ACCESSORIES COMPLETE IN ALL RESPECT.	NO.	2
2	SUPPLY- CIRCUIT BREAKER : FOUNDATION BOLTS FOR CIRCUIT BREAKER (1 SET = ALL FOUNDATION BOLTS REQUIRED FOR 1 POLE OF CIRCUIT BREAKER)	SET	6
B.	SPARE ITEMS		
1	SPARES- CIRCUIT BREAKER : RELAYS, POWER CONTACTORS, SWITCH-FUSE UNITS, LIMIT SWITCHES, AUXILIARY SWITCH ASSEMBLY, PUSH BUTTONS, TIMERS & MCB FOR ELECTRICAL CONTROL CIRCUIT (CONSISTING OF ONE NO. EACH OF ALL TYPES AND RATINGS)	SET	1
2	SPARES- CIRCUIT BREAKER: RUBBER SET OF GASKETS, 'O' RINGS & SEALS	SET	1
3	SPARES- CIRCUIT BREAKER: MOLECULAR FILTER FOR CIRCUIT BREAKER	SET	1
4	SPARES- CIRCUIT BREAKER: TRIPPING COILS WITH RESISTORS AND CLOSING COIL WITH RESISTOR (EACH TYPE)	SET	2
5	SPARES- CIRCUIT BREAKER: DENSITY/ PRESSURE MONITORING SYSTEM FOR CIRCUIT BREAKER	SET	1
6	<p>SPARES- CIRCUIT BREAKER: SET OF SPARES FOR PNEUMATIC/ SPRING/ HYDRAULIC OPERATED MECHANISM (AS APPLICABLE) AS PER THE MAIN SUPPLY OF CIRCUIT BREAKER APPLICABLE. SPARE OF PNEUMATIC/ SPRING/ HYDRAULIC OPERATED MECHANISM:</p> <p>1. SPARE OF PNEUMATIC OPERATED MECHANISM (COMPLETE)</p> <ul style="list-style-type: none"> a) COMPLETE COMPRESSOR ASSEMBLY ALONG WITH MOTOR, ACCESSORIES AND COUPLING ALONG WITH REGENERATING UNIT (WHEREVER APPLICABLE) – 1 SET. b) MICRO FILTERS – INO. c) COUPLING FOR COMPRESSED AIR – 1SET d) PRESSURE SWITCHES- 1 NO. e) VALVES & REDUCERS (INCLUDING SAFETY VALVE)-1 SET f) PRESSURE GAUGES - 1 SET g) GASKETS – O-RINGS & SEALS – 1SET h) DOWTY SEAL – 2SET i) OPERATING DRIVE – 1 SET <p>2. SPARE OF SPRING-OPERATED MECHANISM (COMPLETE)</p> <ul style="list-style-type: none"> a) SPRING CHARGING MOTOR – 1 NO b) LIMIT SWITCH ETC. – 1 NO. OF EACH TYPE c) CLOSING DASH POT – 1 SET d) OPENING DASH POT – 1 SET e) OPENING CATCH GEAR – 1 SET f) CLOSING CATCH GEAR – 1 SET g) COMPLETE SPRING OPERATING MECHANISM – 1 SET <p>3. SPARE OF HYDRAULIC OPERATED MECHANISM</p> <ul style="list-style-type: none"> a) HYDRAULIC OPERATING MECHANISM WITH DRIVE MOTOR – 1 NO. b) FERRULES AND JOINTS – 1 SET c) HYDRAULIC FILTER – 3 SETS d) HIGH PRESSURE HOSE – 1 SET e) N2 ACCUMULATOR – 2 NO. f) PRESSURE TRANSDUCERS – INO. g) VALVES – 1 SET h) O-RINGS, GASKETS AND SEALS – 1 SET i) PRESSURE SWITCHES AND PRESSURE GAUGES – 1 SET j) HYDRAULIC OIL – 15% OF TOTAL USED QUANTITY IN SUBSTATION k) LIMIT SWITCH – 1 NO. OF EACH TYPE l) PIPE LENGTH (COPPER & STEEL)- 1 SET 	LOT	1
7	SPARES- CIRCUIT BREAKER: FIXED AND MOVING ARCING CONTACT ASSEMBLIES INCLUDING INSULATING NOZZLES ETC. FOR 1 INTERRUPTER (EACH TYPE & RATING OF BREAKER)	SET	2
8	SPARES- CIRCUIT BREAKER: MAGNETIC VENTILE IF REQUIRED	NO	3
9	SPARES- CIRCUIT BREAKER: ACTUATOR RINGS IF REQUIRED	NO	6
10	SPARES- CIRCUIT BREAKER: CONTROL VALVES IF REQUIRED	NO	1
11	SPARES- CIRCUIT BREAKER: AUXILIARY SWITCH ASSEMBLY	SET	1
12	SPARES- CIRCUIT BREAKER: OPERATION COUNTER	NO	1
13	SPARES- CIRCUIT BREAKER: SF6 GAS (1 LOT = 20% OF TOTAL USED QUANTITY IN SWITCHYARD))	LOT	1
14	SPARES- CIRCUIT BREAKER: PRESSURE GAUGE AND COUPLING	SET	1
15	SPARES- CIRCUIT BREAKER: PRESSURE SWITCHES	SET	1
16	SPARES- CIRCUIT BREAKER: TERMINAL PADS AND CONNECTORS	SET	2
17	SPARES- CIRCUIT BREAKER: CORONA RINGS	NO	1
18	SPARES- CIRCUIT BREAKER: GRADING CAPACITOR, IF APPLICABLE	NO	3
19	SPARES- CIRCUIT BREAKER : ONE COMPLETE POLE (PHASE) OF CIRCUIT BREAKER INCLUDING-GSD/ CLOSING RESISTOR, GRADING CAPACITOR(AS APPLICABLE), POLE COLUMN, INTERRUPTER, UNIT OPERATING MECHANISM, MARSHALLING BOX EXCLUDING SUPPORTING STRUCTURE, TERMINAL CONNECTORS AND COMMON OPERATING MECHANISM (1 SET= 1 NO. OF EACH TYPE AND RATING)	SET	1

C.	SERVICE ITEMS		
1	SERVICES- CIRCUIT BREAKER : SUPERVISION OF ERECTION, TESTING AND COMMISSIONING OF 132KV CIRCUIT BREAKERS	NO	2

NOTE: 1 Set means for complete replacement of one circuit breaker, i.e. The spares required for Three (3) poles or Three (3) phases.

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SECTION 2:

EQUIPMENT SPECIFICATION UNDER SCOPE OF SUPPLIES/ SERVICE

Customer/ NTPC Technical Specification

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c)	Switching impulse voltage (ph to earth)	±1550kVp	---
	Across isolating distance	±1175(+650) KVp	---
d	Power frequency withstand (for 1 min. rms.) to earth & between phases	830kV rms & 1150kVrms as per IEC	275kV rms
e	i)Max.fault level(1sec)	50kA	31.5kA
d	Rated dynamic with stand current	125 kAP	80KAp
f	PD Level	<5pico coulomb	
g	Rated frequency	50Hz	50Hz
h	Rated Ambient Temperature	50.deg.Cen	50.deg.Cen
i	System earthing	Effectively earthed	Effectively earthed
j	Min.creepage distance (25mm/kV)	20000mm	3625mm
k	Seismic acceleration	0.3g	
l	Max. radio interference for freq. between 0.5 MHz and 2.0 MHz	2500micro volt at 508kV(rms)	1000micro volt at 92kV rms
m	Corona extinction voltage	Not less 508kV rms	----

Note: Bidder to consider above parameters for all the equipments of AIS. For other Parameters bidder to refer respective chapter.

1.12.00 TYPE TEST REQUIREMENTS

1.12.01 TYPE TEST REQUIREMENTS FOR EQUIPMENTS OTHER THAN CIRCUIT BREAKER :

- a) All equipments to be supplied shall be of type tested design. During detail engineering, the contractor shall submit for Owner's approval the reports of all the type tests as listed in this specification. The validity period of reports shall be as per CEA Guidelines for the validity period of Type test(s) conducted on Major Electrical Equipment in power Transmission-May2020 & with latest amendments for the from the date of bid opening. These reports should be for the test conducted on the equipment similar to those proposed to be supplied under this contract and the test(s) should have been either conducted at an independent laboratory or should have been witnessed by a Client.
- b) However if contractor is not able to submit report of the type test(s) conducted as per CEA Guidelines for the validity period of Type test(s) conducted on Major Electrical equipment in power Transmission-May2020 & with latest amendments from the date of bid opening, or in the case of type test report(s) are not found to be meeting the specification requirements, the contractor shall conduct all such tests under this contract at no additional cost to the owner either at third party lab or in presence of client/ owners representative and submit the reports for approval.
- c) All acceptance and routine tests as per the specification and relevant standards shall be carried out. Charges for these shall be deemed to be included in the equipment price.

1.12.02 a) TYPE TEST REQUIREMENTS FOR CIRCUIT BREAKER:

The Contractor shall carry out the type tests as listed in this specification on the equipment to be supplied under this contract. The Bidder shall indicate the charges for each of these type tests separately in the relevant schedule of BPS and the same shall be considered for the evaluation of bids. The type test charges shall be paid as per the charges quoted for each of these type tests separately in the relevant schedule of BPS (Bid Proposal Sheet) &

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	<p>no qty variation is allowed. only for the test(s) conducted successfully under the contract and upon certification by the Employer's engineer.</p> <p>b) The type tests shall be carried out in the presence of the Employer's representative, for which minimum 60 days' notice shall be given by the Contractor. The Contractor shall obtain the Employer's approval for the type test procedure before conducting the type test. The type test procedure shall clearly specify the test set up, instrument to be used, procedure, acceptance norms, recording of various parameters, interval of recording, precautions to be taken etc. for the type test(s) to be carried out</p> <p>c) In case the Contractor has conducted such specified type test(s) according to the relevant standard and / or specification as per CEA Guidelines for the validity period of Type test(s) conducted on Major Electrical equipment in power Transmission-May2020 & with latest amendments as on date of bid opening, submit the type test reports to the Employer for waiver of conductance of such type test(s). These reports should be for the test conducted on the equipment similar to those proposed to be supplied under this contract and the test(s) should have been either conducted at an independent laboratory or should have been witnessed by a Client. The Employer reserves the right to waive conducting of any or all the specified type tests(s) under this contract. In case the type tests are waived, the type test charges shall not be payable to the Contractor.</p>												
1.12.03	<p>Type tests to be conducted on AIS Circuit Breaker</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a) Dielectric tests</td> <td style="width: 50%;">b) Radio interference voltage test</td> </tr> <tr> <td>c) Temperature rise test</td> <td>d) short time withstand current, peak withstand test, short circuit test duties, short line fault test</td> </tr> <tr> <td>e) Mechanical endurance</td> <td>f) out of phase making & breaking test</td> </tr> <tr> <td>g) Line charging current breaking test</td> <td>h) Coronal test for 765kV only</td> </tr> <tr> <td>i) IP: 55 test on each type of box</td> <td>j) Seismic with stand test with structure for 765kV only</td> </tr> <tr> <td>k) Test for reactor switching duty for 765kV CB only (for Bus reactor)</td> <td></td> </tr> </table>	a) Dielectric tests	b) Radio interference voltage test	c) Temperature rise test	d) short time withstand current, peak withstand test, short circuit test duties, short line fault test	e) Mechanical endurance	f) out of phase making & breaking test	g) Line charging current breaking test	h) Coronal test for 765kV only	i) IP: 55 test on each type of box	j) Seismic with stand test with structure for 765kV only	k) Test for reactor switching duty for 765kV CB only (for Bus reactor)	
a) Dielectric tests	b) Radio interference voltage test												
c) Temperature rise test	d) short time withstand current, peak withstand test, short circuit test duties, short line fault test												
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i) IP: 55 test on each type of box	j) Seismic with stand test with structure for 765kV only												
k) Test for reactor switching duty for 765kV CB only (for Bus reactor)													
1.13.00	<p>CORONA AND RIV TESTS AND SEISMIC WITHSTAND TEST (for 765kV AIS only): The corona and RIV tests shall confirm to the requirements as per Annexure- A to this chapter. The seismic withstand test shall conform to requirements as per Annexure -B to this section.</p>												
1.0	<p style="text-align: right;">Annexure – A</p> <p>CORONA AND RADIO INTERFERENCE VOLTAGE (RIV) TEST (For 765 kV AIS only)</p> <p>General: Unless otherwise stipulated, all equipment together with its associated connectors where applicable shall be tested for external corona both by observing the voltage level for the extinction of visible corona under falling power frequency voltage and measurement of radio interference voltage (RIV).</p>												
2.0	<p>Test Methods for RIV:</p>												
2.1	<p>RIV tests shall be made according to measuring circuit as per International Special – committee on Radio Interference (CISPR) Publication 16 -1 (1993) Part – I. The measuring circuit shall preferably be tuned to frequency with 10 % of 0.5 MHz but other frequencies in the range of 0.5 MHZ to 2 MHz may be used, the measuring frequency being recorded. The</p>												
<p>SIPAT SUPER THERMAL POWER PROJECT STAGE- III (1X800 MW) EPC PACKAGE</p>													
<p>TECHNICAL SPECIFICATION SECTION – VI, PART-B</p>													
<p>SUB-SECTION : B-17: SWITCHYARD</p>													
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	<p>result shall be in microvolts. Alternatively, RIV tests shall be in accordance with NEMA standard Publication No. 107 – 1964 except otherwise noted herein. In measurement of RIV only standard fittings of identical type supplied with the equipment and a simulation of the connections as used in the actual installation will be permitted in the vicinity within 3.5 meters of terminals.</p> <p>2.2 Ambient noise shall be measured before and after each series of tests to ensure that there is no variation in ambient noise level. If variation is present, the lowest ambient noise level will form basis for the measurements. RIV levels shall be measured at increasing and decreasing voltages of 85%, 100%, 115% and 130% for the specified RIV test voltage for all equipment unless otherwise specified. The specified RIV test voltage for 765 KV is listed in the detailed specification together with maximum permissible RIV level in microvolts.</p> <p>3.0 Test Methods for visible Corona : The purpose of this test is to determine the corona extinction voltage of the apparatus, connectors etc. The test shall be carried out in the same manner as RIV test described above with the exception that RIV measurements are not required during test and a search technique shall be used near the onset and extinction voltage, when the test voltage is raised and lowered to determine their precise values. The test voltage shall be raised to 130 % of RIV test voltage and maintained there for five minutes. In case corona inception does not take place at 130 %, the voltage level shall be raised till inception of corona or rated voltage whichever is lower. The voltage will then be decreased slowly until all visible corona disappears. The test procedure shall be repeated at least 4 times with corona inception and extinction voltage recorded each time. The corona extinction voltage for purposes of determining compliance with the specification shall be the lowest of the four values at which the visible corona (negative or positive polarity) disappears.</p>
	Annexure – B
a.)	SEISMIC WITHSTAND TEST (for 765 KV AIS only) The seismic withstand test on the complete equipment (except BPI) shall be carried out along with supporting structure.
b.)	The seismic level specified shall be applied at the base of the structure. The accelerometers shall be provided at the terminal pad of the equipment and at any other point as agreed by the owner. The seismic test shall be carried out in all possible combinations of the equipment. The seismic test procedure shall be furnished for approval of the purchaser.
2.00.00	CIRCUIT BREAKER:
2.01.00	GENERAL
2.01.01	Circuit Breakers shall be outdoor type, comprising three identical single pole units, complete in all respects with all fittings and wiring. The circuit breakers and accessories shall conform to IEC- 62271-100 or equivalent Indian Standard.
2.02.00	DUTY REQUIREMENTS:
2.02.01	Circuit breaker shall meet the requirements of Capacitive class : C2, Mechanical Endurance class:M2, Electrical Endurance class:E2 type of duty as per IEC for 765kV and 132kV under all duty conditions and shall be capable of performing their duties without opening resistor. The circuit breaker shall meet the duty requirement of any type of fault or fault location and shall be suitable for line charging and dropping when used on 765kV effectively grounded or ungrounded systems and perform make and break operations as per the stipulated duty cycles

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	<p>satisfactorily .</p> <p>2.02.02 The circuit breaker shall be capable for breaking the steady & transient magnetizing current corresponding to 765/132 KV transformers up to 1000 MVA 3phase rating and 765kV shunt reactor of 330MVAR. It shall also be capable of breaking line charging currents as per IEC 62271-100 with a voltage factor of 1.4</p> <p>2.02.03 The rated transient recovery voltage for terminal fault and short line faults shall be as per IEC:62271-100.</p> <p>2.02.04 The circuit breakers shall be reasonably quiet in operation. Noise level in excess of 140 dB measured at base of the breaker would be unacceptable. Bidder shall indicate the noise level of breaker at distance of 50 to 150 m from base of the breaker.</p> <p>2.02.05 The Bidder may note that total break time of the breaker shall not be exceeded under any duty conditions specified such as with the combined variation of the trip coil voltage, pneumatic/hydraulic pressure and arc extinguishing medium pressure, etc. While furnishing the proof of the total break time of complete circuit breaker, the Bidder may specifically bring out the effect of non-simultaneity between same pole and poles and show how it is covered in the guaranteed total break time</p> <p>2.02.06 While furnishing particulars regarding the D.C. component of the circuit breaker, the Bidder shall note that IEC-62271-100 requires that this value should correspond to the guaranteed minimum opening time under any condition of operation</p> <p>2.02.07 The critical current which gives the longest arc duration at lock out pressure of extinguishing medium and the duration shall be indicated.</p> <p>2.02.08 All the duty requirements specified above shall be provided with the support of adequate test reports to be furnished.</p> <p>2.03.00 CONSTRUCTIONAL FEATURES.</p> <p>All making and breaking contacts shall be sealed and free from atmospheric effect. In the event of leakage of extinguishing medium to a value, which cannot withstand the dielectric stresses specified in the open position, the contacts shall preferably self close. Main contacts shall be easily accessible for inspection and replacement. If there are no separately mounted arcing contacts, then the main contacts shall be easily accessible for inspection and replacement. Main contacts shall have ample area and contact pressure for carrying the rated current under all conditions. The interrupter sectional drawing showing the following conditions shall be furnished.</p> <p>a) Close position b) Arc initiation position c) Full arcing position d) Arc extinction position e) Open position.</p> <p>2.03.01 All the three poles of the breaker shall be linked together either</p>

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	<p>electrically/pneumatically or electro hydraulically</p> <p>2.03.02 Circuit breakers shall be provided with two (2) independent trip coils, suitable for trip circuit supervision. The trip circuit supervision relay would also be provided. Necessary terminals shall be provided in the central control cabinet of the circuit breaker.</p> <p>2.04.00 SULPHUR HEXAFLOURIDE (SF6) GAS CIRCUIT BREAKER</p> <p>2.04.01 Circuit breakers shall be single pressure type. Design and construction of the circuit breaker shall be such that there is minimum possibility of gas leakage and entry of moisture. There should not be any condensation of SF6 gas on insulated surfaces of the circuit breaker</p> <p>2.04.02 In the interrupter assembly, there shall be absorbing product box to eliminate SF6 decomposition products and moisture. The details and operating experience with such filters shall be brought out in additional information schedule.</p> <p>2.04.03 Each pole shall form an enclosure filled with SF6 gas independent of two other poles. Common monitoring of SF6 gas can be provided for the three poles of circuit breaker having a common drive. The interconnecting pipes in this case shall be such that the SF6 gas from one pole could be removed for maintenance purposes</p> <p>2.04.04 Material used in the construction of circuit breakers shall be such as fully compatible with SF6</p> <p>2.04.05 The SF6 gas density monitor shall be adequately temperature compensated to model the density changes due to variations in ambient temperature within the body of circuit breaker as a whole. It shall be possible to dismantle the monitor without removal of gas.</p> <p>2.04.06 Sufficient SF6 gas shall be supplied to fill all the circuit breakers installed plus an additional 20% of the quantity as spare.</p> <p>2.05.00 OPERATING MECHANISM:</p> <p>2.05.01 Circuit breaker shall be operated by pneumatic mechanism or electrically spring charged mechanism or electro-hydraulic mechanism or a combination of these. It shall be gang operated in case of 3-phase reclosing operation as applicable.</p> <p>2.05.02 The operating mechanism shall be anti-pumping and trip free (as per IEC definition) electrically and either mechanically or pneumatically under every method of closing. The mechanism of the breaker shall be such that the position of the breaker is maintained even after the leakage of operating media and/or gas.</p> <p>2.05.03 The operating mechanism shall be such that the failure of any auxiliary spring will not prevent tripping and will not cause trip or closing operation of the power operated closing devices. A mechanical indicator shall be provided to show open and close</p>

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	<p>positions of breaker. It shall be located in a position where it will be visible to a man standing on the ground with the mechanism housing door closed. An operation counter shall also be provided.</p> <p>2.05.04 Closing coil shall operate correctly at all values of voltage between 85% and 110% of the rated voltage. Shunt trip coils shall operate correctly under all operating conditions of the circuit breaker upto the rated breaking capacity of the circuit breaker and at all values of supply voltage between 70% and 110% of rated voltage. If additional elements are introduced in the trip coil circuit their successful operation for similar applications of outdoor breaker shall be clearly brought out in the bid.</p> <p>2.05.05 Working parts of the mechanism shall be of corrosion resisting material. Bearings requiring grease shall be equipped with pressure type grease fittings. Bearing pin, bolts, nuts and other parts shall be adequately pinned or locked to prevent loosening or changing adjustment with repeated operation of the breaker</p> <p>2.05.06 Operating mechanism shall normally be operated by remote electrical control. Electrical tripping shall be performed by shunt trip coil. Provision shall also be made for local electrical control. 'Local / remote' selector switch and close & trip push buttons shall be provided in the breaker central control cabinet. Remote located push buttons and indicating lamps shall also be provided.</p> <p>2.05.07 Operating mechanism and all accessories shall be in local control cabinet. A central control cabinet for the three poles of the breaker shall be provided along with supply of necessary tubing, cables, etc.</p> <p>2.05.08 Provisions shall be made on breakers for attaching an operation analyser to perform speed tests after installation at site to record contact travel against time and measure opening time.</p> <p>2.05.09 The Bidder shall furnish curve supported by test data indicating the opening time under close-open operation with combined variation of trip coil and operating media along with the bid.</p> <p>2.06.00 PNEUMATICALLY OPERATED MECHANISM</p> <p>2.06.01 Bidder shall offer unit compressor with each circuit breaker. The unit compressor are to be located outdoor near the breaker(s).</p> <p>2.06.02 The breaker local air receivers shall comply with the requirement specified, and shall have sufficient capacity for two 'CO' operations of the breaker at the lowest pressure for reclose duty without refilling.</p> <p>2.06.03 Independently adjustable pressure switches with potential free ungrounded contacts to actuate lockout device shall be provided. This lock out device with provision for remote alarm indication shall be incorporated in the circuit breaker to prevent operation whenever the pressure of the operating medium is below that required</p>

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	<p>for satisfactory operation at the specified rating. The scheme should permit operation of all block and alarm relays as soon as the pressure transient present during the rapid pressure drop has been damped and a reliable pressure measurement can be made. Such facilities shall be provided for following conditions: a) Trip lockout pressure - 2 nos. b) Close lockout pressure - 1 no. c) Extreme low pressure - 1 no. d) Auto reclose lock out pressure - 1 no.</p> <p>2.06.04 The compressed air mechanism shall be capable of operating the circuit breaker under all duty conditions with the air pressure immediately before operation between 85% and 110% of the rated supply pressures. The make/break time at this supply pressure shall not exceed the specified make/ break time within any value of trip coil supply voltage as specified.</p>
	<p>SPRING OPERATED MECHANISM</p> <p>2.07.01 Spring operated mechanism shall be complete with motor, opening spring & closing spring with limit switch for automatic charging and other necessary accessories to make the mechanism a complete operating unit. Opening spring shall be supplied with limit switch for automatic charging and other necessary accessories.</p> <p>2.07.02 As long as power is available to the motor, a continuous sequence of closing and opening operations shall be possible. The motor shall have adequate thermal rating for this duty. After failure of power supply to the motor, one close-open operation shall be possible with the energy contained in the operating mechanism.</p> <p>2.07.03 Breaker operation shall be independent of the motor, which shall be used solely for compressing the closing spring.</p> <p>2.07.04 Motor ratings shall be such that it requires not more than 30 seconds for fully charging the closing spring.</p> <p>2.07.05 Closing action of the circuit breaker shall compress the opening spring ready for tripping.</p> <p>2.07.06 When closing springs are discharged, after closing a breaker, closing springs shall automatically be charged for the next operation and an indication of this shall be provided in the local and remote control cabinet.</p> <p>2.07.07 The spring operating mechanism shall have adequate energy stored in the operating spring to close and latch the circuit breaker against the rated making current and also to provide the required energy for the tripping mechanism in case the tripping energy is derived from the operating mechanism.</p>
	<p>2.08.00 HYDRAULICALLY OPERATED MECHANISM</p> <p>2.08.01 Hydraulically operated mechanism shall comprise operating unit with power cylinder, valves, and low pressure reservoir, motor, etc</p> <p>2.08.02 The hydraulic oil used shall be fully compatible for the specified temperature range.</p> <p>2.08.03 The oil pressure controlling the oil pump and pressure in the high pressure reservoir shall have adequate number of spare contacts for continuous monitoring of low pressure, high pressure, etc., in control room. The necessary remote equipment shall also be provided.</p>

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2.08.04	The mechanism shall be suitable for at least two close open operations after failure of ac supply to the motor starting at pressure equal to lowest pressure of auto reclose duty		
2.08.05	The hydraulically operated mechanism shall be capable of operating the circuit breaker correctly and performing the duty cycle specified under all conditions with the pressure of hydraulic operated fluid in the operating mechanism at the lowest permissible pressure before make up. The operating time at the lowest pressure for a particular operation shall not exceed the guaranteed operating time within any value of trip coil-supply voltage as specified.		
2.08.06	Trip lockout shall be provided to prevent operations of the circuit breaker below the minimum specified hydraulic pressure. Alarm contacts for loss of nitrogen shall be provided and wired suitably upto the central control cabinet.		
2.08.07	All hydraulic joints shall have no oil leakage under the site conditions and joints shall be tested at factory against oil leakage at a minimum of 1.5 times maximum working pressure.		
2.09.00	FITTINGS AND ACCESSORIES		
2.09.01	Following is partial list of some of the major fittings and accessories to be furnished as integral part of the breakers. Number and exact location of these parts shall be indicated in the drawing.		
2.09.02	Control unit / Central control cabinet complete and provided with the following: Double compression type cable glands, lugs, ferrules, etc. b) Local/remote changeover switch c) Operation counter d) Fuses, as required e) Anti-pumping relay/contactor f) Rating and diagram plate in accordance with IEC including year of manufacture, etc. g) Gauges for SF6 gas pressure, pneumatic/hydraulic pressure. h) Gas density monitor with alarm and lockout contacts.		
2.09.03	Hollow insulator columns a)The insulators shall conform to requirements stipulated else where in the specification . All routine tests shall be conducted on the insulators as per relevant IEC. In addition the following routine tests shall also be conducted on hollow column insulators. a) Ultrasonic test b) Pressure test c) Bending load test in 4 directions at 50% specified bending load. D)Bending load test in 4 directions at 100% specified Bending load as a sample test. The tested insulator will not be used in CB. e) Burst pressure test as a sample test		
2.09.04	SUPPORT STRUCTURES		
	The minimum vertical distance from the bottom of the lowest porcelain part of the bushing, porcelain enclosures or support insulators to the bottom of the equipment structure, where it rests on the foundation pad shall be 2550 mm. The height of center line of conductor shall be as given elsewhere in the specification.		
2.09.05	Terminal connectors shall conform to requirements stipulated else where in the specification		
2.10.00	ADDITIONAL FITTINGS FOR PNEUMATIC CIRCUIT BREAKER		
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	<p>a) Unit compressed air system. b) Breaker local air receivers c) Pressure gauge, spring-loaded safety valve and pressure switch with adjustable contacts d) Pressure switch to initiate an alarm if the pressure in the auxiliary reservoir falls below a preset level for longer than it is normally necessary to refill the reservoir. e) Stop, non-return and other control valves, piping and all accessories upto breaker mechanism housing.</p>
2.10.01	<p>UNIT COMPRESSED AIR SYSTEM</p> <p>The unit compressed air system for each breaker shall be provided with compressed air piping, piping accessories, control and non-return valves, filters, coolers of adequate capacity, pressure reducing valves(if any), isolating valves, drain ports, etc.</p>
2.10.02	<p>Air Compressor:</p> <p>a) The air compressor shall be driven by automatically controlled motor. It shall be of air cooled type complete with preferably oil-less cylinder lubrication. The compressors or pumps shall be mounted within the operating mechanism housing or a separate weather-proof and dust-proof housing.</p> <p>b) The compressor size shall be such that it is capable of performing following operations satisfactorily :</p> <p>i) Total running time of compressor not exceeding 45 minutes per day, considering 2% leakage and 2 CO-operations</p> <p>ii) Air charging time not exceeding 20 minutes after one CO operation of the breaker</p> <p>c) The compressor shall be provided with automatic adjustable unloading device, if necessary, during starting. Each compressor shall be equipped with a time totalizer</p> <p>d) The compressors and its accessories shall conform to the type tests and shall be subject to routine tests as per applicable standards.</p>
2.10.03	<p>Intercooler and After cooler :</p> <p>Intercooler between compressor stage and after cooler at discharge of H.P. cylinder shall be included in Contractor's scope. They shall be of air cooled type and shall be designed as per ASME Code of IEMA Standards. The design pressure on the air side of cooler shall be 1.25 times the working pressure. A corrosion allowance of 3mm shall be included for all steel parts</p>
2.10.04	<p>Air Receivers</p> <p>a) The capacity of receivers shall be sufficient for two (2) CO operations of the breaker</p> <p>b) Air receiver shall be designed in accordance with the latest edition of the ASME Code for Pressure Vessel - Section VIII of BS:5179. A corrosion allowance of 3.0 mm shall be provided for shell and dished ends. Receivers shall be hot dip galvanized</p> <p>c) Accessories such as suitable sized safety valve to relieve full compressor discharge at a set pressure equal to 1.1 times the maximum operating pressure, dial type pressure gauge</p>

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	<p>with isolating and drain valve and test connection shall be provided.</p> <p>d) Quality of Air : Compressed air used shall be dry and free of dust particles. Arrangement for conditioning the compressed air shall be provided as an integral part of air compressor system. The quality of air shall be compatible with the parts used in the system. All necessary components required to make it compatible shall be included.</p>
2.10.05	<p>Controls and Control Equipment :</p> <p>a) The compressor control shall be of automatic start stop type initiated by pressure switches on the receiver. Supplementary manual control shall also be provided.</p> <p>b) All control equipment shall be housed in a totally enclosed cabinet. Pressure gauges and other indicating devices, control switches shall be mounted on the control cabinet.</p> <p>c) Facility to annunciate failure of power supply to the compressor control shall also be provided.</p>
2.10.06	<p>Compressed Air Piping, Valves and Fittings</p> <p>a) The flow capacity of all valves shall be at least 20% greater than the compressor capacity.</p> <p>b) The high pressure system shall be such that after one 0 - 0.3 Sec - CO operation, the breaker shall be capable of performing one CO operation within 3 minutes.</p> <p>c) All compressed air piping shall be bright annealed, seamless phosphorous Deoxidized Non-Arsenical Copper alloy or stainless steel pipe (C-106 of BS:2871).</p> <p>d) All joints and connections in the piping system shall be brazed or flared as necessary.</p> <p>e) Compressed air piping system shall be supplied in clean, sealed and packed condition. Before installation, the pipes shall be again cleaned properly to remove dust, brazing particles, etc</p>
2.10.07	<p>Spare Parts and Mandatory Maintenance Equipment :</p> <p>The Contractor shall include in O&M manual, the requirement of mandatory spare parts and maintenance equipment etc .</p>
2.11.00	<p>TESTS : The circuit breakers along with its operating mechanism shall be type tested for all the type tests.</p>
2.11.01	<p>ROUTINE TESTS</p> <p>Routine tests as per IEC-62271-100 on the complete breaker/ pole along with its own operating mechanism and pole column shall be performed on all circuit breakers.</p>
2.11.02	<p>SITE TESTS :</p> <p>All routine tests except power frequency voltage dry withstand test on breaker shall be repeated on the completely assembled breaker at site.</p>

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2.12.00

CIRCUIT BREAKER PARAMETERS:

Sl.no	Description	
a)	Type of Circuit breaker	Out door SF6 insulated, Single pressure, Live Tank Type, 50Hz
b)	No. of poles	Three(3poles)
c)	Rated operating duty cycle	0 - 0.3 sec. - CO - 3min. – CO
d)	Total closing time	Not > than 150ms
e)	Reclosing	1ph & 3ph high speed auto reclosing as required .
f)	Trip and closing coil voltage	220V DC
g)	Auxiliary contacts	As required plus10NO & 10NC contacts per breaker as spare.
h)	Noise level	Maximum 140dB at 50m distance from base of circuit breaker
i)	Rated terminal load	Adequate to withstand 100kg static load as well as wind, seismic and short circuit forces without impairing reliability or current carrying capacity
k)	Temperature rise over	As per IEC:62271-100
l)	Type of operating mechanism	Pneumatic/spring/hydraulic/or a combination of these
m)	Minimum creepage distance	25mm/Kv
n)	Support structure height	Adequate so that lowest part of support insulator of equipment is minimum 2550mm from plinth level.

2.12.01

765kV Class Circuit Breakers (AIS)

Sl.no	Description	
a)	Rated continuous current	Minimum: 3150A/2000A at rated ambient temperature current capacity as per the SLD.
b	Rated out-of-phase breaking	12.5kA rms
c)	Rated line charging breaking current (voltage factor of 1.4)	900A at 90deg.cen leading power factor with maximum permissible switching overvoltage of 2.0 pu
d)	Rated small inductive current Breaking capacity	Corresponding to interrupting steady and transient magnetising current of 1000MVA transformers with overvoltage less than 2.0 pu
e)	First pole to clear factor	1.3
f)	Rated break time	As per IEC
g)	Total closing time	Not more than 150ms.

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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">h)</td> <td style="width: 80%;">Controlled switching Device (CSD)</td> <td style="width: 10%;">The controlled switching requirements of Circuit Breaker as per the SLD if applicable . The details of CSD are given at Annexure-I</td> </tr> </table>		h)	Controlled switching Device (CSD)	The controlled switching requirements of Circuit Breaker as per the SLD if applicable . The details of CSD are given at Annexure-I
h)	Controlled switching Device (CSD)	The controlled switching requirements of Circuit Breaker as per the SLD if applicable . The details of CSD are given at Annexure-I			
2.13.00	<p>Mandatory Maintenance Equipments :</p> <p>1. SF6 Gas Handling Plants:-</p> <p>a) SF6 gas filling and evacuating equipment(Portable), Qty : 1no:</p> <p>The capacity of this plant shall be such that it shall not take appreciable time for filling or evacuating of the complete 3 pole breaker. The required vacuum for complete evacuation shall be attained with the help of this plant.</p> <p>b) SF6 gas filtering, drying, storage and recycling plant, Qty : 1no:</p> <p>i)The plant shall be complete with accessories and fittings so that SF6 gas from the breaker can be directly filled in the plant storage reservoir.</p> <p>ii)In case purging of the equipment before filling with SF6 gas is desirable, then the required equipment for dry gases etc. shall be furnished as a part of the plant.</p> <p>iii)For heavy items within the plant, the lifting hooks shall be provided for lifting and moving with the overhead cranes.</p> <p>iv)The capacity of the plant shall be such as to handle and store 300 kg of SF6 gas.</p> <p>v) These SF6 gas handling plants shall be complete with all the necessary pipes, couplings flexible tubes and valves for coupling to the equipment.</p> <p>vi) The design and construction of the plant, valves, couplings, connections shall be such that leakage of SF6 gas shall be minimum. Similarly valves, couplings and pipe work shall be so arranged that accidental loss of gas to the atmosphere shall be minimum.</p> <p>2. SF6 Gas leak detector, Qty: 1no: The SF6 gas leak detector shall meet the following requirements: a) The detector shall be free from induced voltage effects. b) The sensing probe shall be such that it can reach all the points on the breaker where leakage is to be sensed. c) The accuracy of the equipment shall be at least 10 ppm.</p> <p>3. Operational Analyser (along with DCRM Kit) , Qty:1no : The operational analyser shall meet the following requirements:</p>				
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a) Operational analyser shall be one complete system, which once installed should record all the parameters, as laid down in subsequent clauses.

b) It shall have facility to record the breaker contact movement during opening, closing, auto reclosing and make-break operation, the speed of contacts at various stages of operation, travel of contacts, opening time, closing time and make break time etc. The analyser shall have provisions for recording at least 12 different functions of the circuit breaker. All necessary transducers (i.e., three nos. for complete 3 phase speed and travel record of breaker), cables, pickups, attachments required for the breaker shall be supplied with the analyser. The cables supplied shall be sufficient for recordings at site on a completely assembled and erected breaker.

c) All the necessary catalogues write up for operation and maintenance of the analyser shall be furnished along with each analyser and peripheral system. The necessary equipments for monitoring various parameters of circuit breaker termed as signature analysing shall be supplied along with all software, laptop computer, devices etc. with the breaker. The same shall be demonstrated at site on a fully assembled breaker.

4. Self-powered hydraulic aerial working platform with articulated and fly boom for General purpose maintenance in switchyard and Transformer yard. (Suitable for 24m working height)- Qty : 1no .

All above maintenance equipments shall be demonstrated at site during handover.

ANNEXURE-I

Requirement of Controlled Switching Device for 400KV Circuit Breaker if applicable .

The circuit breaker with controlled switching as indicated in single line diagram shall meet the following requirement:

1. The Switching controlled Device shall be used to reduce increased over voltages, re ignition between circuit breaker contacts that may be caused by normal switching of high voltage circuit breakers and hence optimize the stresses on circuit breaker while switching the circuit. The switching-controlled device will be called device henceforth.
2. Circuit breaker should be able to be switched while switching controlled device is not in operation e.g., during maintenance work or power supply is not connected, a bypass shall be provided to the device. In these cases, the switching commands will then be forwarded directly to the circuit breaker via this Bypass. The switching time will not be controlled with these switching operations.
3. The controller shall get command to operate the breakers manually or through auto re-close relay at random. The controller shall be able to analyze the current and voltage waves available through the signals from secondaries of CTs & CVTs for the purpose of

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calculation of optimum moment of the switching the circuit breaker and issue command to circuit breaker to operate.

4. The device should have display facility at the front for the settings and measured values, alternatively a laptop shall be supplied with each CSD to facilitate display at the front for the setting and measured values.
5. The device shall have self-monitoring facility. During the switching operations, current and voltage waveforms and other parameters shall be recorded and saved together with calculated values. The control switching device provided shall be networked to an Engineering workstation (EWS) located in the switchyard control room. It shall be possible to extract the switching oscillographic records and to do CSD parameterization from this EWS. All necessary software & hardware shall be in bidder's scope.
6. It shall have self-monitoring facilities. Faults which impair the functioning of the device or peripheral components, failure of trip voltage or sensors shall be displayed visually and shall give alarm.
7. The device shall be designed to operate correctly and satisfactorily with the excursion of auxiliary A/C & DC voltages and frequency as specified elsewhere in the specification.
8. The device shall have time setting resolution of 0.1 ms or better.
9. Test reports for the following type tests shall be submitted:
 - a. Dielectric withstand test as per IEC 60255-27.
 - b. High voltage Impulse test as per IEC 60255-27.
 - c. Slow damped oscillatory wave test as per IEC 60255-26
 - d. Fast transient test as per IEC 60255-26 (class 4 installation as per base standard IEC 61000-4-4)
 - e. Electrostatic Discharge test as per IEC 60255-26 (class 4 installation as per base standard IEC 61000-4-2)
 - f. Surge Immunity test as per IEC 60255-26 (class 4 installation as per base standard IEC 61000-4-5)
 - g. Power frequency magnetic field test as per IEC 60255-26 (class 5 installation as per base standard IEC 61000-4-8)
 - h. Radiated radio frequency electromagnetic field test as per IEC 60255-26 (class 4 installation as per base standard IEC 61000-4-3)
 - i. Conducted disturbance induced by radio frequency field as per IEC 60255-26 (class 4 installation as per base standard IEC 61000-4-6)
 - j. Power frequency immunity test on binary input as per IEC 60255-26 (class 4 installation as per base standard IEC 61000-4-16)

~~3.00.00~~

~~DISCONNECTOR : GENERAL~~

SIPAT SUPER THERMAL POWER PROJECT STAGE- III (1X800 MW) EPC PACKAGE	TECHNICAL SPECIFICATION SECTION – VI, PART-B	SUB-SECTION : B-17: SWITCHYARD	Page E- 19 of 98
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SECTION- 3

PROJECT DETAILS AND GENERAL SPECIFICATIONS

3.0 GENERAL

This section stipulates the General Technical Requirements under the Contract and will form an integral part of the Technical Specification.

The provisions under this section are intended to supplement general requirements for the materials, equipment and services covered under other sections of tender documents and are not exclusive. However in case of conflict between the requirements specified in this section and requirements specified under other sections, the requirements specified under respective sections shall prevail.

3.1 PROJECT DETAILS

	Particular	Details
a)	Customer	NTPC Limited
b)	Engineer/Consultant/ Inspector	---
c)	Project Title	765/400/132kV AIS Switchyard Extension at NTPC SIPAT STPP Stage-III (1 x 800 MW)
d)	Project Location	Place: Sipat District: Bilaspur State: Chhattisgarh
e)	Latitude & Longitude	Latitudes and Longitudes of the site are as follows: 22° - 05' to 22° - 09' (N) and 82° - 16' to 82° - 18' (E) respectively
f)	Nearest Railway Station	Jairamnagar – At a distance of about 3 km on Nagpur-Raipur-Kolkata main line.
g)	Distance of project location from the Railway station	3 km (approx.)
h)	Nearest Major Town	Bilaspur city
i)	Distance of the town from the project site	20 km
j)	Nearest commercial airport	Bilaspur
k)	Distance of airport from the project site	20 km
SITE CONDITIONS (for design purposes)		
a)	Design ambient temperature	50°C
b)	Maximum Relative humidity	80 %
c)	Height above mean sea level	Less than 1000 meters
d)	Pollution Severity	Heavily polluted
e)	Criteria for Wind Resistant design of structures and equipment	Standard Applicable - IS 875 (Part 3)

f)	Basic Wind speed "V _b " at ten meters above the mean ground level.	39 m/sec
g)	Category of terrain	Cat-2
h)	Risk Coefficient "K ₁ "	1.06

3.1.1 SYSTEM PARAMETERS:

Sl.No.	Parameters	765 kV	400 kV	132 kV
1	Highest system voltage	800 kV rms	420 kV rms	145 kV rms
2	Lightning Impulse voltage	±2100 kV _p	±1425 kV _p	±650 kV _p
3	Switching impulse voltage	±1550 kV _p	±1050 kV _p	NA
4	Power frequency withstand for 1 min (rms)	1150 kV(rms)	650 kV(rms)	275 kV(rms)
5	Max. fault level (1 sec.)	50 kA	63 kA	31.5 kA
6	Minimum creepage distance	20000 mm	10500 mm	3625 mm

3.1.2 AUXILIARY POWER:

Sl.No.	Nominal Connection Voltage	Variations in Voltage	Frequency	Phase	Neutral
1	415V	±10%	50 (+3% -5%)	3Phase, 4 Wire	Solidly Earthed
2	240V	±10%	50 (+3% -5%)	1 phase	Solidly Earthed

Combined variation of voltage and frequency shall be + 10%. Design fault level of 415V system shall be restricted to 50kA rms for 1 second.

The operational limits for variation of DC voltage are (+) 10% to (-) 15%.

3.1.3 The various minimum heights of the AIS switchyard shall be as given below from plinth level:

Voltage	Equipment /1st Level	2nd Level	3rd Level	Peak
765kV	14000mm	27000mm	40000mm	8000mm
400kV	8000mm	16000mm	23000mm	8500mm
132kV	4600mm	8500mm	12500mm	5200mm

The minimum vertical distance from the bottom of the lowest porcelain part of the bushing, porcelain enclosures or support insulators to the bottom of the equipment structure, where it rests on the foundation pad shall be 2550mm.

The minimum height of intermediate gantry tower for 765 & 400kV wherever required shall be 29 m & 25 m respectively and the peak (s) shall be of 8 m & 8.5 m respectively. The gantry width for 765 & 400kV AIS shall be minimum 54 m & 27m or as required to meet the specified clearances.

3.1.4 The minimum clearances for 765, 400 & 132kV switchyards shall be as given below:

SL No.	Parameters	765 kV	400 kV	132 kV
1	Phase to earth clearance	4900 mm	3500 mm	1300 mm
2	Phase to phase clearance	7600 mm	4000 mm	1300 mm
3	Section clearance	10300 mm	6500 mm	4000 mm

3.2 INSTRUCTION TO BIDDERS:

The bidders shall submit the technical requirements, data and information as per the technical data sheets, provided in Section-4.

The bidders shall furnish catalogues, engineering data, technical information, design documents, drawings etc fully in conformity with the technical specification.

The supplier should be approved by Employer. If not, it is the responsibility of the vendor to be assessed and approved Employer, before placement of order by BHEL. Any cost involved in vendor assessment/approval must be borne by the vendor himself.

The Bidder's proposal shall be based upon the use of equipment and material complying fully with the requirements specified herein. It is recognized that the Bidder may have standardized on the use of certain components, materials, processes or procedures different than those specified herein. Alternate proposals offering similar equipment based on the manufacturer's standard practice will also be considered, provided the base offer is in line with technical specifications and such proposals meet the specified design standards and performance requirement and are acceptable to the Purchaser. Sufficient amount of information for justifying such proposals shall be furnished to Purchaser alongwith the bid to enable the Purchaser to determine the acceptability of these proposals.

Wherever a material or article is specified or defined by the name of a particular brand, Manufacturer or Vendor, the specific name mentioned shall be understood to be indicative of the function and quality desired and not restrictive. Other manufacturer's products may be considered provided sufficient information is furnished to enable the Employer to determine that the products proposed are equivalent to those named.

Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment and/ or needed for erection, completion and safe operation of the equipment as required by applicable codes, though they may not have been specifically detailed in the Technical Specifications unless included in the list of exclusions. Materials and components not specifically stated in the specification but which are necessary for commissioning and satisfactory operation of the switchyard unless specifically excluded shall be deemed to be included in the scope of the specification and shall be supplied without any extra cost. All similar standard components/parts of similar standard equipment under supply shall be interchangeable with one another.

The bidder shall supply type tested (including special tests as per tech. specification) equipment and materials. The test reports shall be furnished by the bidder along with equipment/ material drawings. In the event of any discrepancy in the test reports, (i.e., if any test report is not acceptable due to any design/ manufacturing changes or due to non-compliance with the Technical Specification and/ or applicable standard), the tests shall be carried out without any additional cost implication to the BHEL. BHEL reserves the right to get any or all type/tests conducted/repeated.

3.3 CODES AND STANDARDS

In addition to the codes and standards specifically mentioned in the relevant technical specifications for the equipment / plant / system, all equipment parts, systems and works covered under this specification shall comply with all currently applicable statutory regulations and safety codes of the Republic of India as well as of the locality where they will be installed, including the following :

- a) Indian Electricity Act
- b) Indian Electricity Rules
- c) Indian Explosives Act
- d) Indian Factories Act and State Factories Act
- e) Indian Boiler Regulations (IBR)
- f) Regulations of the Central Pollution Control Board, India
- g) Regulations of the Ministry of Environment & Forest (MoEF), Government of India
- h) Pollution Control Regulations of Department of Environment, Government of India
- i) State Pollution Control Board.
- (j.) Rules for Electrical installation by Tariff Advisory Committee (TAC).
- (k.) Building and other construction workers (Regulation of Employment and Conditions of services) Act, 1996
- (l.) Building and other construction workers (Regulation of Employment and Conditions of services) Central Rules, 1998
- (m.) Explosive Rules, 1983
- (n.) Petroleum Act, 1984
- (o.) Petroleum Rules, 1976,
- (p.) Gas Cylinder Rules, 1981
- (q.) Static and Mobile Pressure Vessels (Unified) Rules, 1981
- (r.) Workmen's Compensation Act, 1923
- (s.) Workmen's Compensation Rules, 1924
- (t.) NTPC Safety Rules for Construction and Erection
- (u.) NTPC Safety Policy
- (v.) Any other statutory codes / standards / regulations, as may be applicable.

Unless covered otherwise in the specifications, the latest editions (as applicable as on date of bid opening: 03-March-2017), of the codes and standards given below shall also apply:

- a) Bureau of Indian standards (BIS)
- b) Japanese Industrial Standards (JIS)

- c) American National Standards Institute (ANSI)
- d) American Society of Testing and Materials (ASTM)
- e) American Society of Mechanical Engineers (ASME)
- f) American Petroleum Institute (API)
- g) Standards of the Hydraulic Institute , U.S.A.
- h) International Organization for Standardization (ISO)
- i) Tubular Exchanger Manufacturer's Association (TEMA)
- j) American Welding Society (AWS)
- k) National Electrical Manufacturers Association (NEMA)
- l) National Fire Protection Association (NFPA)
- m) International Electro-Technical Commission (IEC)
- n) Expansion Joint Manufacturers Association (EJMA)
- o) Heat Exchange Institute (HEI)
- p) IEEE standard
- q) JEC standard

Other International/ National standards such as DIN, VDI, BS, GOST etc. shall also be accepted for only material codes and manufacturing standards, subject to the Employer's approval, for which the Bidder shall furnish, adequate information to justify that these standards are equivalent or superior to the standards mentioned above. In all such cases the Bidder shall furnish specifically the variations and deviations from the standards mentioned elsewhere in the specification together with the complete word to word translation of the standard that is normally not published in English.

As regards highly standardized equipment such as Steam Turbine and Generator, National /International standards such as JIS, DIN, VDI, ISO, SEL, SEW, VDE, IEC & VGB shall also be considered as far as applicable for Design, Manufacturing and Testing of the respective equipment. However, for those of the above equipment not covered by these National / International standards, established and proven standards of manufacturers shall also be considered.

In the event of any conflict between the codes and standards referred to in the above clauses and the requirement of this specification, the requirement of Technical Specification shall govern.

In case of any change in codes, standards & regulations between 03-March-2017 and the date when vendors proceed with fabrication, the Employer shall have the option to incorporate the changed requirements or to retain the original standard. It shall be the responsibility of the Contractor to bring to the notice of the Employer such changes and advise Employer of the resulting effect.

3.4 SERVICES TO BE PERFORMED BY THE EQUIPMENT BEING FURNISHED

The 400 kV system is being designed to limit the power frequency over voltage of 1.5 p.u. and the switching surge over voltage to 2.5 p.u. In 400 kV system the initial value of temporary over voltage could be 2.0 p.u. for 1-2 cycles. All the equipment/materials covered in this specification shall perform all its function satisfactorily without undue strain, restrike etc. under such over voltage conditions.

All equipment shall also perform satisfactorily under various other electrical, electromechanical and meteorological conditions of the site of installation. All equipment shall be able to withstand all external and internal mechanical, thermal and electromechanical forces due to various factors like wind load, temperature variation, ice & snow (not applicable for this project), short circuit etc for the equipment.

3.5 ENGINEERING DATA

3.5.1 Drawings

All drawings submitted by the supplier including those submitted at the time of bid shall be in sufficient detail to indicate the type, size, arrangement, material description, Bill of Materials, weight of each component, break-up for packing and shipment, the external connections, fixing arrangement required. The dimensions required for installation and interconnections with other equipment and materials, clearances and spaces required for installation and interconnections between various portions of equipment and any other information specifically requested in the specifications.

Each drawing submitted by the bidder (including those of sub-vendors) shall bear a title block at the right hand bottom corner with clear mention of the name of the Employer, the system designation, the specifications title, the specification number, the name of the Project, drawing number and revisions. If standard catalogue pages are submitted, the applicable items shall be indicated therein. All titles, noting, markings and writings on the drawing shall be in English. All the dimensions should be in metric units.

After the approval of the drawings, further work by the bidder shall be in strict accordance with these drawings and no deviation shall be permitted without the written approval of the Purchaser, if so required.

The review of these document/data/drawings by the purchaser will cover only general conformance of the document/data/drawings to the specification and contract, interfaces with the equipment provided under specification, external connections and of the dimensions which might affect plan layout. This review by the purchaser may not indicate a thorough review of the dimensions, quantities and details of the equipment, material, any devices or items indicated or the accuracy of the information submitted. The review and/or approval by the purchaser shall not be considered by the bidder, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications and documents.

All manufacturing, fabrication and execution of work in connection with the equipment/system prior to the approval of the drawings shall be at the bidder's risk. The bidder is expected not to make any changes in the design of the equipment /system, once they are approved by the Purchaser. However, if some changes are necessitated in the design of the equipment/system at a later date, the bidder may do so, but such changes shall promptly be brought to the notice of the Purchaser indicating the reasons for the change and get the revised drawing approved again in strict conformance to the provisions of

the Technical Specification. Approval of bidder's drawing or work by the Purchaser shall not relieve the bidder of any of his responsibilities and liabilities under the Contract.

All engineering data submitted by the contractor after final process including review and approval by the purchaser shall form part of the contract document and the entire work performed under these specifications shall be performed in strict conformity with technical specification, unless otherwise expressly requested by the purchaser in writing.

3.5.2 Bidder's Drawing Submission and Approval Procedure

The following procedure for submission and review/approval of the drawings, data reports, information, etc. shall be followed by the bidder:

- a. All data/information furnished by Vendor in the form of drawings, documents, Catalogues or in any other form for Employer's information/interface and/or review and approval are referred by the general term "drawings".
- b. The 'Master drawings list' indicating titles, Drawing Number, Date of submission and approval etc. shall be furnished by the bidder. This list shall be updated if required at suitable interval during detailed engineering.
- c. All drawings (including those of sub-vendor) shall bear at the right hand bottom corner the 'title plate' with all relevant information duly filled in. The bidder shall furnish this format to his sub-vendor along with his purchase order for sub-vendor's compliance.
- d. Contractor shall submit all the drawings in five (5) copies for review of Employer. Employer shall forward their comments within four (4) weeks of receipt of drawings.
- e. Upon review of each drawings, depending on the correctness and completeness of the drawings, the same will be categorised and approval accorded in one of the following categories:

CATEGORY I	Approved
CATEGORY II	Approved, subject to incorporation of comments/modification as noted. Resubmit revised drawing incorporating the comments
CATEGORY III	Not approved. Resubmit revised drawings for Approval after incorporating comments/modifications as noted
CATEGORY IV	For information and records

- f. Bidder shall resubmit the drawings approved under Category II, III within one (1) week of receipt of comments on the drawings, incorporating all comments. Every revision of the drawing shall bear a revision index wherein such revisions shall be highlighted in the form of description or marked up in the drawing identifying the same with relevant revision number enclosed in a triangle (e.g 1.2.3. etc.).
- g. In case Bidder does not agree with any specific comment, he shall furnish the explanation for the same to Employer for consideration. In all such cases Bidder shall necessarily enclose explanations along with the revised drawing (taking care of balance comments) to avoid any delay and/or duplication in review work.
- h. It is the responsibility of the Bidder to get all the drawings approved in the Category I or IV (as the case may be) and complete engineering activities within the agreed schedule. Any delay

arising out of submission and modification of drawings shall not alter the contract completion schedule.

- i. Bidder shall not make any changes in the portions of the drawing other than those commented. If changes are required to be made in the portions already approved, the Bidder shall resubmit the drawings identifying the changes (along with reasons for changes) for Employer's review and approval. **Drawings resubmitted shall show clearly the portions where the same are revised marking the relevant revision numbers and Employer shall review only such revised portion of documents.**
- j. As Built Drawings

After final acceptance of individual equipment / system by the Employer, the Bidder will update all original drawings and documents for the equipment / system to "as built" conditions and submit no. of copies as per clause 3.5.5.

- k. Approval of drawings will not in any way relieve the Bidder of his obligations of furnishing the equipment in accordance with the specification and shall not prevent subsequent rejection if such equipment is later found to be defective.

3.5.3 Erection Drawings.

- a. Contractor shall furnish erection drawings for the guidance or commencement of erection or the first shipment, whichever is earlier. These shall generally comprise of fabrication/assembly drawings, various component/part details drawing, assembly, clearance data requirements, etc. The drawings shall contain details of components/ equipment with identification number, match marks, bill of materials, assembly procedures etc.
- b. For all major equipment apart from above details, assembly sequence and instructions with check-lists shall be furnished in the form of erection manuals.

3.5.4 Instruction Manual

- a. The Contractor shall submit to the Employer preliminary instruction manuals for all the equipments for review. The final instructions manuals incorporating Employer's comments and complete in all respect shall be submitted at least sixty (60) days before the first shipment of the equipment. The instruction manuals shall contain full details and drawings of all the equipments, the transportation, storage, installation, testing, commissioning, operation and maintenance procedures, etc. separately for each component/equipment along with log record format. These instruction manuals shall be submitted in five (5) copies for approval.
- b. If after commissioning and initial operation of the plant, the instruction manuals require any modifications/additions/changes, the same shall be incorporated and the updated final instruction manuals shall be submitted.
- c. The operating and maintenance instructions together with drawings (other than shop drawings) of the equipment, as completed, shall have sufficient details to enable the Employer to maintain, dismantle, reassemble and adjust all parts of the equipment. They shall give a step by step procedure for all operations likely to be carried out during the life of the plant/equipment, including erection, testing, commissioning, operation, maintenance dismantling and repair. Each manual shall also include a complete set of approved drawings together with performance/rating curves of the equipment and test certificates, wherever applicable. The contract shall not be

considered completed for purpose of taking over until such instructions and drawings have been supplied to the Employer.

- d. A separate section of the manual shall be for each size/type of equipment and shall contain a detailed description of construction and operation, together with all relevant pamphlets.
- e. The manuals shall include the following
 - a) List of spare parts along with their drawing and catalogues and procedure for ordering spares.
 - b) Lubrication Schedule including charts showing lubrication checking, testing and replacement procedure to be carried daily, weekly, monthly & at longer intervals to ensure trouble free operation.
- f. Where applicable, fault location charts shall be included to facilitate finding the cause of mal-operation or break down.
- g. A collection of the manufacturer's standard leaflets will not be accepted to be taken as a compliance of this clause. The manual shall be specifically compiled for the concerned project.

The Instruction Manuals shall comprise of the following:

3.5.4.1 Erection Manuals

The erection manuals shall be submitted atleast three (3) months prior to the commencement of erection activities of particular equipment/system. The erection manual should contain the following as a minimum.

- a) Erection strategy.
- b) Sequence of erection.
- c) Erection instructions.
- d) Critical checks and permissible deviation/tolerances.
- e) List of tool, tackles, heavy equipments like cranes, dozers, etc.
- f) Bill of Material
- g) Procedure for erection and General Safety procedures to be followed during erection/installation.
- h) Procedure for initial checking after erection.
- i) Procedure for testing and acceptance norms.
- j) Procedure / Check list for pre-commissioning activities.
- k) Procedure / Check list for commissioning of the system.
- l) Safety precautions to be followed in electrical supply distribution during erection.

3.5.4.2 Operation and Maintenance Manuals

- a) The manual shall be a two rim PVC bound stiff sided binder able to withstand constant usage or where a thicker type is required it shall have locking steel pins, the size of the manual shall not be larger than international size A3. The cover shall be printed with the Project Name, Services covered and Volume / Book number Each section of the manual shall be divided by a stiff divider of the same size as the holder. The dividers shall clearly state the section number and title. All written instructions within the manual not provided by the manufacturers shall be typewritten with a margin on the left hand side.
- b) The arrangement and contents of O & M manuals shall be as follows :
 - 1) Chapter 1 - Plant Description : To contain the following sections specific to the equipment/system supplied
 - (a) Description of operating principle of equipment / system with schematic drawing / layouts.
 - (b) Functional description of associated accessories / controls. Control interlock protection write up.
 - (c) Integrated operation of the equipment along-with the intended system. (This is to be given by the supplier of the Main equipment by taking into account the operating instruction given by the associated suppliers).
 - (d) Exploded view of the main equipment, associated accessories and auxiliaries with description. Schematic drawing of the equipment along-with its accessories and auxiliaries.
 - (e) Design data against which the plant performance will be compared.
 - (f) Master list of equipment, Technical specification of the equipment/ system and approved data sheets.
 - (g) Identification system adopted for the various components, (it will be of a simple process linked tagging system).
 - (h) Master list of drawings (as built drawing - Drawings to be enclosed in a separate volume).
 - 2) Chapter 2 - Plant Operation : To contain the following sections specific to the equipment supplied
 - (a) Protection logics provided for the equipment along-with brief philosophy behind the logic, Drawings etc.
 - (b) Limiting values of all protection settings.
 - (c) Various settings of annunciation/interlocks provided.
 - (d) Start-up and shut down procedure for equipment along-with the associated systems in step mode.

- (e) Do's and Don'ts related to operation of the equipment.
- (f) Safety precautions to be taken during normal operation. Emergency instruction on total power failure condition/lubrication failure/any other conditions.
- (g) Parameters to be monitored with normal value and limiting values.
- (h) Equipment isolating procedures.
- (i) Trouble shooting with causes and remedial measures.
- (j) Routine testing procedure to ascertain healthiness of the safety devices along-with schedule of testing.
- (k) Routine Operational Checks, Recommended Logs and Records
- (l) Change over schedule if more than one auxiliary for the same purpose is given.
- (m) Preservation procedure on long shut down.
- (n) System/plant commissioning procedure.

3) Chapter 3 - Plant Maintenance : To contain the following sections specific to the equipment supplied

- (a) Exploded view of each of the equipments. Drawings along-with bill of materials including name, code no. & population.
- (b) Exploded view of the spare parts and critical components with dimensional drawings (In case of Electronic cards, the circuit diagram to be given) and spare parts catalogue for each equipment.
- (c) List of Special T/ P required for Overhauling /Trouble shooting including special testing equipment required for calibration etc.
- (d) Stepwise dismantling and assembly procedure clearly specifying the tools to be used, checks to be made, records to be maintained etc. Clearance to be maintained etc.
- (e) Preventive Maintenance schedules linked with running hours/calender period along-with checks to be carried out.
- (f) Overhauling schedules linked with running hours/calender period along-with checks to be done.
- (g) Long term maintenance schedules
- (h) Consumables list along-with the estimated quantity required during normal running and during maintenance like Preventive Maintenance and Overhauling.
- (i) List of lubricants with their Indian equivalent, Lubrication Schedule including charts showing lubrication checking, testing and replacement procedure to be

carried daily, weekly, monthly & at longer intervals to ensure trouble free operation and quantity required for complete replacement.

- (j) Tolerance for fitment of various components.
- (k) Details of sub vendors with their part no. in case of bought out items.
- (l) List of spare parts with their Part No, total population, life expediency & their interchangeability with already supplied spares to NTPC.
- (m) List of mandatory and recommended spare list along with manufacturing drawings, material specification & quality plan for fast moving consumable spares.
- (n) Lead time required for ordering of spares from the equipment supplier, instructions for storage and preservation of spares.
- (o) General information on the equipment such as modification carried out in the equipment from its inception, equipment population in the country / foreign country and list of utilities where similar equipments have been supplied.

After finalization and approval of the Employer, the O & M Manuals shall be submitted as indicated in table below. The Contract shall not be considered to be completed for purposes of taking over until the final Instructions manuals (both erection and O & M manuals have been supplied to the Employer. If after the commissioning and initial operation of the plant, the instruction manuals (Erection and /or O &M manuals) require modifications/additions/ changes, the same shall be incorporated and the updated final instruction manuals shall be submitted by the Contractor to the Employer for records and number of copies shall be as mentioned in table below:

S.No.	Description of Drgs/Docs	No. of Prints	No. of CD ROMs/DVDs/Portable Hard Disk
1	Erection Manual	4 Sets	2
2	Operation & Maintenance manual	1 Set	1
	i) First Submission		
	ii) Final Submission	4 Sets	2

3.5.5 Final Submission of drawings and documents:

The Bidder shall furnish the following after approval of all drawings /documents and test reports:

- a. List of drawings bearing the Employer's and Contractor's drawing number.
- b. Six (6) bound sets along-with two (2) sets of CD-ROMs/ DVD/Portable hard disk of all final drawings/documents.
- c. Bidder shall also furnish six (6) bound sets of all as-built drawings including the list of all as-built drawings bearing drawing numbers. The Contractor shall also furnish two (2) sets of CD-ROMs/ DVD/Portable hard disk of all as-built drawings as decided by the Employer.
- d. The Bidder shall also furnish four (4) copies and two (2) sets of CD-ROMs/ DVD/Portable hard disk of instruction/ operations & maintenance manuals (after approval) for all the equipments.

3.5.6 TEST REPORTS

Two (2) copies of all test reports shall be supplied for approval before shipment of Equipment. The report shall indicate clearly the standard value specified for each test to facilitate checking of the reports. After final approval six (6) bound copies and two (2) sets of CD-ROMs/ DVD/Portable hard disk of all type and routine test reports shall be submitted to Employer.

3.6 MATERIAL /WORKMANSHIP

Where the specification does not contain references to workmanship, equipment, materials and components of the covered equipment, it is essential that the same must be new, of highest grade of the best quality of their kind, conforming to best engineering practice and suitable for the purpose for which they are intended and shall ensure satisfactory performance throughout the service life.

In case where the equipment, materials or components are indicated in the specification as "similar" to any special standard the purchaser shall decide upon the question of similarity. When required by the specification or when required by the purchaser the contractor shall submit, for approval, all the information concerning the materials or components to be used in manufacture. Machinery, equipment, materials and components supplied, installed or used without such approval shall run the risk of subsequent rejection, it being understood that the cost as well as the time delay associated with the rejection shall be borne by the Contractor.

The design of the Works shall be such that installation, future expansions, replacements and general maintenance may be undertaken with a minimum of time and expenses. Each component shall be designed to be consistent with its duty and suitable factors of safety subject to mutual agreements. All joints and fastenings shall be devised, constructed and documented so that the component parts shall be accurately positioned and restrained to fulfill their required function. In general, screw threads shall be standard metric threads. The use of other thread forms will only be permitted when prior approval has been obtained from the Purchaser.

Whenever possible, all similar part of the works shall be made to gauge and shall also be made interchangeable with similar parts. All spare parts shall also be interchangeable and shall be made of the same materials and workmanship as the corresponding parts of the equipment supplied under the specification. Where feasible, common component units shall be employed in different pieces of equipment in order to minimize spare parts stocking requirements. All equipment of the same type and rating shall be physically and electrically interchangeable.

The equipment offered in the bid only shall be accepted for supply, with the minimum modifications as agreed/accepted.

3.7 PROVISIONS FOR EXPOSURE TO HOT AND HUMID CLIMATE

Outdoor equipment supplied under the specification shall be suitable for service and storage under tropical conditions of high temperature, high humidity' heavy rainfall and environment favorable to the growth of fungi and mildew. The indoor equipment located in non-air-conditioned areas shall also be of same type.

SPACE HEATERS

The heaters shall be suitable for continuous operation at 240 V as supply voltage. On –off switch and fuse shall be provided.

One or more adequately rated thermostatically connected heaters shall be supplied to prevent condensation in any compartment. The heaters shall be installed in the compartment and electrical connections shall be made sufficiently away from below the heaters to minimize deterioration of

supply wire insulation. The heaters shall be suitable to maintain the compartment temperature to prevent condensation.

The heaters shall be suitably designed to prevent any contact between the heater wire and the air and shall consist of coiled resistance wire centered in a metal sheath and completely encased in a highly compacted powder of magnesium oxide or other material having equal heat conducting and electrical insulation properties or they shall consist of resistance wire wound on a ceramic and completely covered with a ceramic material to prevent any contact between the wire and the air. Alternatively, they shall consist of a resistance wire mounted into a tubular ceramic body built into an envelope of stainless steel or the resistance wire is wound on a tubular ceramic body and embedded in vitreous glaze. The surface temperature of the heaters shall be restricted to a value which will not shorten the life of the heater sheaths or that of insulated wire or other component in the compartments.

Control cubicles installed in air-conditioned area need not be provided with space heaters. These cubicles shall, however, have space heaters in case of storage of cubicles for long duration.

FUNGI STATIC VARNISH

Besides the space heaters, special moisture and fungus resistance varnish shall be applied on parts which may be subjected or predisposed to the formation of fungi due to the presence or deposit of nutrient substances. The varnish shall not be applied to any surface of part where the treatment will interfere with the operation or performance of the equipment. Such surfaces or parts shall be protected against the application of the varnish.

Ventilation opening

In order to ensure adequate ventilation, compartments shall have ventilation openings provided with fine wire mesh of brass to prevent the entry of insects and to reduce to a minimum the entry of dirt and dust. Outdoor compartment openings shall be provided with shutter type blinds.

Degree of Protection

The enclosure of the Control Cabinets, Junction boxes and Marshalling Boxes, panels etc. to be installed shall provide degree of protection as detailed here under:

- a. Installed outdoor: IP- 55
- b. Installed indoor in air conditioned area: IP-32
- c. Installed in covered area: IP-52
- d. Installed indoor in non air-conditioned area where possibility of entry of water is limited: IP-41.
- e. For LT Switchgear (AC & DC distribution Boards) : IP-52

The degree of protection shall be in accordance with IS: 13947 (Part -I) / IEC-947 (Part-I) / IS 12063/IEC 529. Type test report for degree of protection test, on each type of the box shall be submitted for approval.

PRESERVATIVE SHOP COATING

All exposed metallic surfaces subject to corrosion shall be protected by shop application of suitable coatings. All surfaces which will not be easily accessible after the shop assembly, shall be treated beforehand and protected for the life of the equipment. All surfaces shall be thoroughly cleaned of all mill scales, oxides and other coatings and prepared in the shop. The surfaces that are to be finish-painted after installation or require corrosion protection until installation, shall be shop painted as per the requirements covered in the relevant part of the Technical Specification.

Transformers and other electrical equipments, if included shall be shop finished with one or more coats of primer and two coats of high grade resistance enamel. The finished colors shall be as per manufacturer's standards, to be selected and specified by the Employer at a later date.

Shop primer for all steel surfaces which will be exposed to operating temperature below 95 degrees Celsius shall be selected by the Bidder after obtaining specific approval of the Employer regarding the quality of primer proposed to be applied. Special high temperature primer shall be used on surfaces exposed to temperature higher than 95 degrees Celsius and such primer shall also be subject to the approval of the Employer.

3.8 RATING PLATES, NAME PLATES AND LABELS

- 3.8.1 Each equipment shall have permanently attached to it in a conspicuous position, a rating plate of non-corrosive material upon which shall be engraved manufacturer's name, equipment, type or serial number together with details of the ratings, service conditions under which the item of plant in question has been designed to operate, and such diagram plates as may be required by the Employer.
- 3.8.2 Such nameplates or labels shall be of white non-hygrosopic material with engraved black lettering or alternately, in the case of indoor circuit breakers, starters, etc. of transparent plastic material with suitably coloured lettering engraved on the back.
- 3.8.3 Each equipment shall be provided with nameplate or label designating the service of the particular equipment. The inscriptions shall be approved by the Employer or as detailed in appropriate section of the technical specifications.
- 3.8.4 The rated current, extended current rating and rated thermal current shall be clearly indicated in the name plate in case of current transformer.
- 3.8.5 Rated voltage, voltage factor and intermediate voltage shall be clearly indicated on the nameplate in case of capacitor voltage transformer.
- 3.8.6 Each switch shall a clear inscription identifying its function. Switches shall also have a clear inscription of each position indication.
- 3.8.7 All such plates, instruction plates, etc. shall be bilingual with Hindi inscription first, followed by English. Alternatively, two separate plates one with Hindi and the other with English inscriptions may be provided.
- 3.8.8 All segregated phases of conductors or bus ducts, indoor or outdoor, shall be provided with coloured phase plates to clearly identify the phase of the system.

3.9 GALVANISING:

- 3.9.1 All exposed ferrous parts shall be hot dip galvanised as per IS:2629 & IS:2633, Galvanising shall be uniform, clean, smooth continuous and free from acid spots. Should the galvanising of the sample be found defective, the entire batch of steel shall have to be re-galvanised at bidder's cost.
- 3.9.2 The amount of zinc deposit over threaded portion of the bolts, nuts and screws shall not be less than 300 gms. per sq. meter of surface area. The amount of zinc deposit on washers shall not be less than 340 gms. per sq. meter of surface area or a minimum of 30 microns. The threads

shall have extra deposit of zinc which shall be removed by die cutting after the completion of galvanising. The removal of extra zinc shall be carefully done so that threads shall have the required deposits of zinc on them as specified.

3.10 PAINTING

Unless explicitly stated in relevant chapters of the specification, the painting of all electrical equipment shall be as follows:

Epoxy based with suitable additives. The thickness of finish coat shall be minimum 50 microns (minimum total DFT shall be 100 microns). However in case electrostatic process of painting is offered for any electrical equipment, minimum paint thickness of 50 microns shall be acceptable for finish coat. Paint shade shall be as per technical specification.

3.11 QUALITY ASSURANCE PROGRAMME

3.11.1 The Bidder shall adopt suitable quality assurance programme to ensure that the equipment and services under the scope of contract whether manufactured or performed within the Bidder's works or at his subcontractor's premises or at the Employer's site or at any other place of work are in accordance with the specifications. Such programmes shall be outlined by the Contractor and shall be finally accepted by the Employer/authorised representative after discussions before the award of the contract. The QA programme shall be generally in line with ISO-9001/IS- 14001.

A quality assurance programme of the contractor shall generally cover the following:

- i. His organisation structure for the management and implementation of the proposed quality assurance programme.
- ii. Quality System Manual
- iii. Design Control System
- iv. Documentation Data Control System
- v. Qualification data for Bidder's key Personnel.
- vi. The procedure for purchase of materials, parts, components and selection of subcontractor's services including vendor analysis, source inspection, incoming raw-material inspection, verification of materials purchased etc.
- vii. System for shop manufacturing and site erection controls including process controls and fabrication and assembly controls.
- viii. Control of non-conforming items and system for corrective actions and resolution of deviations.
- ix. Inspection and test procedure both for manufacture and field activities.
- x. Control of calibration and testing of measuring testing equipments.
- xi. System for Quality Audits.
- xii. System for identification and appraisal of inspection status.
- xiii. System for authorising release of manufactured product to the Employer.
- xiv. System for handling storage and delivery.
- xv. System for maintenance of records, and
- xvi. Furnishing quality plans for manufacturing detailing out the specific quality control procedure adopted for controlling the quality characteristics relevant to each item of equipment/component as per format enclosed as Annexure-I.

3.12 GENERAL REQUIREMENTS - QUALITY ASSURANCE

3.12.1 All materials, components and equipment covered under this specification shall be procured, manufactured, erected, commissioned and tested at all the stages, as per a comprehensive

Quality Assurance Programme. An indicative programme of inspection/tests to be carried out by the Bidder for some of the major items is given in the respective technical specification. This is, however, not intended to form a comprehensive programme as it is the Bidder's responsibility to draw up and implement such programme duly approved by the Employer. The detailed Quality Plans for manufacturing and field activities should be drawn up by the Bidder and will be submitted to Employer for approval.

3.12.2 Manufacturing Quality Plan will detail out for all the components and equipment, various tests/inspection, to be carried out as per the requirements of this specification and standards mentioned therein and quality practices and procedures followed by Bidder's/ Sub-contractor's/ sub-supplier's Quality Control Organisation, the relevant reference documents and standards, acceptance norms, inspection documents raised etc., during all stages of materials procurement, manufacture, assembly and final testing/performance testing. The Quality Plan shall be submitted on electronic media e.g. E-mail in addition to hard copy, for review. Once the same is finalised, hard copies shall be submitted for approval. After approval the same shall be submitted in compiled form on CD ROM.

3.12.3 The Bidder shall also furnish copies of the reference documents/plant standards/acceptance norms/tests and inspection procedure etc., as referred in Quality Plans along with Quality Plans. These Quality Plans and reference documents/standards etc. will be subject to Employer's approval without which manufacturer shall not proceed.

3.12.4 These approved documents shall form a part of the contract. In these approved Quality Plans, Employer shall identify customer hold points (CHP), i.e. test/checks which shall be carried out in presence of the Employer's Project Manager or his authorised representative and beyond which the work will not proceed without consent of Employer/Authorised representative in writing. All deviations to this specification, approved quality plans and applicable standards must be documented and referred to Employer along with technical justification for approval and dispositioning.

3.12.5 No material shall be despatched from the manufacturer's works before the same is accepted subsequent to pre-despatch final inspection including verification of records of all previous tests/inspections by Employer's Project Manager/Authorised representative and duly authorised for despatch by issuance of Material Dispatch Clearance Certificate (MDCC).

3.12.6 All material used for equipment manufacture including casting and forging etc. shall be of tested quality as per relevant codes/standards. Details of results of the tests conducted to determine the mechanical properties, chemical analysis and details of heat treatment procedure recommended and actually followed shall be recorded on certificates and time temperature chart. Tests shall be carried out as per applicable material standards and/or agreed details.

3.12.7 All welding and brazing shall be carried out as per procedure drawn and qualified in accordance with requirements of ASME Section IX/BS-4870 or other International equivalent standard acceptable to the Employer.

3.12.8 All welding/brazing procedures shall be submitted to the Employer or its authorised representative for approval prior to carrying out the welding/brazing.

3.12.9 All brazers, welders and welding operators employed on any part of the contract either in Bidder's/his sub-contractor's works or at site or elsewhere shall be qualified as per ASME Section-IX or BS-4871 or other equivalent International Standards acceptable to the Employer.

3.12.10 Test results or qualification tests and specimen testing shall be furnished to the Employer for approval. However, where required by the Employer, tests shall be conducted in presence of Employer/authorised representative.

3.12.11 For all pressure parts and high pressure piping welding, the latest applicable requirements of the IBR (Indian Boiler Regulations) shall also be essentially complied with. Similarly, any other statutory requirements for the equipments/systems shall also be complied with. On all back-gauged welds MPI/LPI shall be carried before seal welding.

3.12.12 All the heat treatment results shall be recorded on time temperature charts and verified with recommended regimes.

3.12.13 No welding shall be carried out on cast iron components for repair.

3.12.14 Unless otherwise proven and specifically agreed with the Employer, welding of dissimilar materials and high alloy materials shall be carried out at shop only.

3.12.15 All non-destructive examination shall be performed in accordance with written procedures as per International Standards. The NDT operator shall be qualified as per SNT-TC-IA (of the American Society of non-destructive examination). NDT shall be recorded in a report which includes details of methods and equipment used, result/evaluation, job data and identification of personnel employed and details of co-relation of the test report with the job. In general all plates of thickness greater than 40mm & for pressure parts plates of thickness equal to or greater than 25mm shall be ultrasonically tested otherwise as specified in respective equipment specification. All bar stock/Forging of diameter equal to or greater than 40mm shall be ultrasonically tested.

3.12.16 The Bidder shall list out all major items/ equipment/ components to be manufactured in house as well as procured from sub-contractors (BOI). All the subcontractor proposed by the Contractor for procurement of major bought out items including castings, forging, semi-finished and finished components/equipment etc., list of which shall be drawn up by the Bidder and finalised with the Employer, shall be subject to Employer's approval. The Bidder's proposal shall include vendor's facilities established at the respective works, the process capability, process stabilization, QC systems followed, experience list, etc. along with his own technical evaluation for identified subcontractors enclosed and shall be submitted to the Employer for approval within the period agreed at the time of pre-awards discussion and identified in "DR" category prior to any procurement. Such vendor approval shall not relieve the Bidder from any obligation, duty or responsibility under the contract.

3.12.17 For components/equipment procured by the Bidders for the purpose of the contract, after obtaining the written approval of the Employer, the Bidder's purchase specifications and inquiries shall call for quality plans to be submitted by the suppliers. The quality plans called for from the subcontractor shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the vendor's quality control organisation, the relevant reference documents/standards used, acceptance level, inspection of documentation raised, etc.

3.12.18 Employer reserves the right to carry out quality audit and quality surveillance of the systems and procedures of the Bidder's or their sub-contractor's quality management and control activities. The Bidder shall provide all necessary assistance to enable the Employer carry out such audit and surveillance.

3.12.19 The Bidder shall carry out an inspection and testing programme during manufacture in his work and that of his sub-contractor's and at site to ensure the mechanical accuracy of components, compliance with drawings, conformance to functional and performance requirements, identity and acceptability of all materials parts and equipment. Bidder shall carry out all tests/inspection required to establish that the items/equipments conform to requirements of the specification and the relevant codes/standards specified in the specification, in addition to carrying out tests as per the approved quality plan.

3.12.20 Quality audit/surveillance/approval of the results of the tests and inspection will not, however, prejudice the right of the Employer to reject the equipment if it does not comply with the specification when erected or does not give complete satisfaction in service and the above shall in no way limit the liabilities and responsibilities of the Bidder in ensuring complete conformance of the materials/equipment supplied to relevant specification, standard, data sheets, drawings, etc.

3.12.21 For all spares and replacement items, the quality requirements as agreed for the main equipment supply shall be applicable.

3.12.22 Repair/rectification procedures to be adopted to make the job acceptable shall be subject to the approval of the Employer/ authorised representative.

3.12.23 Environmental Stress Screening

All solid state electronic system / equipment / sub assembly shall be free from infant mortile components. For establishing the compliance to this requirement, the Bidder / sub – contractor should meet the following.

1. The Bidder / Sub – contractor shall furnish the established procedure being followed for eliminating infant mortile components. The procedure followed by the Contractor / Sub – contractor should be substantiated along with the statistical figures to validate the procedure being followed. The necessary details as required under this clause shall be furnished at the stage of QP finalization.

Or

In case the Bidder / Sub – contractor do not have any established procedure to eliminate infant mortile components then two or 10% whichever is less, most densely populated Panels shall be tested for Elevated Temperature Cycle Test as per the following procedure.

Elevated Temperature Test Cycle

During the elevated temperature test which shall be for 48 hours, the ambient temperature shall be maintained at 50° C. The equipment shall be interconnected with devices and kept under energized conditions so as to repeatedly perform all operations it is expected to perform in actual service with load on various components being equal to those which will be experienced in actual service.

During the elevated temperature test the cubicle doors shall be closed (or shall be in the position same as they are supposed to be in the field) and inside temperature in the zone of highest heat dissipating components / modules shall be monitored. The temperature rise inside the cubicle should not exceed 10° C above the ambient temperature at 50° C.

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In case of any failure during the test cycle, the further course of action should be mutually discussed for demonstrating the intent of the above requirement.

Burn In Test Cycle

The test shall be conducted on all the panels fully assembled and wired including the panels having undergone the above mentioned elevated temperature test.

The period of Burn in Test Cycle shall be 120 hrs and process shall be similar to the elevated temperature test as above except that the temperature shall be reduced to the ambient temperature prevalent at that time.

During the above tests, the process I/O and other load on the system shall be simulated by simulated inputs and in the case of control systems, the process which is to be controlled shall also be simulated. Testing of individual components or modules shall not be acceptable.

During the Burn in Test the cubicle doors shall be closed (or shall be in the position same as they are supposed to be in the field) and inside temperature in the zone of highest heat dissipating components / modules shall be monitored. The temperature rise inside the cubicle should not exceed 10° C above the ambient temperature.

The Bidder / Sub-contractor shall carry out routine test on 100% item at Bidder's / sub-contractor's works. The quantum of check / test for routine & acceptance test by employer shall be generally as per criteria / sampling plan defined in referred standards. Wherever standards have not been mentioned quantum of check / test for routine / acceptance test shall be as agreed during detailed engineering stage.

3.13 QUALITY ASSURANCE DOCUMENTS

The Contractor shall be required to submit two hard copies and two sets on CDROM of the following Quality Assurance Documents as identified in respective quality plan with tick (✓) mark.

Each QA Documentation shall have a project specific Cover Sheet bearing name & identification number of equipment and including an index of its contents with page control on each document.

The QA Documentation file shall be progressively completed by the Supplier's sub-supplier to allow regular reviews by all parties during the manufacturing.

The final quality document will be compiled and issued at the final assembly place of equipment before dispatch. However CD-Rom may be issued not later than three weeks.

3.13.1 Typical contents of Quality Assurance Document are as below:-

- i) Quality Plan,
- ii) Material mill test reports on components as specified by the specification and approved Quality Plans.
- iii) Manufacturer / works test reports/results for testing required as per applicable codes and standard referred in the specification and approved Quality Plans.

- iv) Non-destructive examination results /reports including radiography interpretation reports. Sketches/drawings used for indicating the method of traceability of the radiographs to the location on the equipment.
- v) Heat Treatment Certificate/Record (Time- temperature Chart)
- vi) All the accepted Non-conformance Reports (Major/Minor) / deviation, including complete technical details / repair procedure).
- vii) CHP / Inspection reports duly signed by the Inspector of the Employer and Contractor for the agreed Customer Hold Points.
- viii) Certificate of Conformance (COC) whoever applicable.
- ix) MDCC

3.13.2 Before dispatch/ commissioning of any equipment, the Supplier shall make sure that the corresponding quality document or in the case of protracted phased deliveries, the applicable section of the quality document file is completed. The supplier will then notify the Inspector regarding the readiness of the quality document (or applicable section) for review.

- i) If the result of the review carried out by the Inspector of the Quality document (or applicable section) is satisfactory, the Inspector shall stamp the quality document (or applicable section) for release.
- ii) If the quality document is unsatisfactory, the Supplier shall endeavour to correct the incompleteness, thus allowing to finalize the quality document (or applicable section) by time compatible with the requirements as per contract documents. When it is done, the quality document (or applicable section) is stamped by the Inspector.
- iii) If a decision is made for dispatch, whereas all outstanding actions cannot be readily cleared for the release of the quality document by that time, the supplier shall immediately, upon shipment of the equipment, send a copy of the quality document Review Status signed by the Supplier Representative to the Inspector and notify of the committed date for the completion of all outstanding actions & submission. The Inspector shall stamp the quality document for applicable section when it is effectively completed. The submission of QA documentation package shall not be later than 3 weeks after the dispatch of equipment.

3.14 TRANSMISSION OF QUALITY DOCUMENTS

As a general rule, two hard copies of the quality document and Two CD ROMs shall be issued to the Employer on release of QA Documentation by Inspector. One set of quality document shall be forwarded to Corporate Quality Assurance Department and other set to respective Site.

For the particular case of phased deliveries, the complete quality document to the Employer shall be issued not later than 3 weeks after the date of the last delivery similarly as stated above.

3.15 INSPECTION, TESTING & INSPECTION CERTIFICATE

3.15.1 The word 'Inspector' shall mean the Project Manager and/or his authorised representative and/or an outside inspection agency acting on behalf of the Employer to inspect and examine the materials and workmanship of the works during its manufacture or erection.

3.15.2 The Project Manager or his duly authorised representative and/or an outside inspection agency acting on behalf of the Employer shall have access at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture or

erection and if part of the works is being manufactured or assembled on other premises or works, the Bidder shall obtain for the Project Manager and for his duly authorised representative permission to inspect as if the works were manufactured or assembled on the Bidder's own premises or works.

- 3.15.3 The Bidder shall give the Project Manager/Inspector fifteen (15) days written notice of any material being ready for testing. Such tests shall be to the Bidder's account except for the expenses of the Inspector's. The Project Manager/Inspector, unless the witnessing of the tests is virtually waived and confirmed in writing, will attend such tests within fifteen (15) days of the date on which the equipment is noticed as being ready for test/inspection failing which the Bidder may proceed with test which shall be deemed to have been made in the inspector's presence and he shall forthwith forward to the inspector duly certified copies of test reports in two (2) copies.
- 3.15.4 The Project Manager or Inspector shall within fifteen (15) days from the date of inspection as defined herein give notice in writing to the Bidder, or any objection to any drawings and all or any equipment and workmanship which is in his opinion not in accordance with the contract. The Bidder shall give due consideration to such objections and shall either make modifications that may be necessary to meet the said objections or shall inform in writing to the Project Manager/Inspector giving reasons therein, that no modifications are necessary to comply with the contract.
- 3.15.5 When the factory tests have been completed at the Bidder's or subcontractor's works, the Project Manager /Inspector shall issue a certificate to this effect fifteen (15) days after completion of tests but if the tests are not witnessed by the Project Manager /Inspectors, the certificate shall be issued within fifteen (15) days of the receipt of the Contractor's test certificate by the Project Manager /Inspector. Project Manager /Inspector to issue such a certificate shall not prevent the Bidder from proceeding with the works. The completion of these tests or the issue of the certificates shall not bind the Employer to accept the equipment should it, on further tests after erection be found not to comply with the contract.
- 3.15.6 In all cases where the contract provides for tests whether at the premises or works of the Bidder or any sub-contractor, the Bidder, except where otherwise specified shall provide free of charge such items as labour, material, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Project Manager /Inspector or his authorised representatives to carry out effectively such tests on the equipment in accordance with the Bidder and shall give facilities to the Project Manager/Inspector or to his authorised representative to accomplish testing.
- 3.15.7 The inspection by Project Manager / Inspector and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the Contractor in respect of the agreed Quality Assurance Programme forming a part of the contract.
- 3.15.8 To facilitate advance planning of inspection in addition to giving inspection notice, the Bidder shall furnish quarterly inspection programme indicating schedule dates of inspection at Customer Hold Point and final inspection stages. Updated quarterly inspection plans will be made for each three consecutive months and shall be furnished before beginning of each calendar month.
- 3.15.9 All inspection, measuring and test equipments used by contractor shall be calibrated periodically depending on its use and criticality of the test/measurement to be done. The Bidder shall maintain all the relevant records of periodic calibration and instrument identification, and shall produce the same for inspection by NTPC. Wherever asked

specifically, the contractor shall re-calibrate the measuring/test equipments in the presence of Project Manager / Inspector.

3.16 PACKAGING & TRANSPORTATION

All the equipments shall be suitably protected, coated, covered or boxed and crated to prevent damage or deterioration during transit, handling and storage at Site till the time of erection. While packing all the materials, the limitation from the point of view of the sizes of railway wagons available in India should be taken account of. The Bidder shall be responsible for any loss or damage during transportation, handling and storage due to improper packing. The Bidder shall ascertain the availability of Railway wagon sizes from the Indian Railways or any other agency concerned in India well before effecting despatch of equipment. Before despatch it shall be ensured that complete processing and manufacturing of the components is carried out at shop, only restricted by transport limitation, in order to ensure that site works like grinding, welding, cutting & preassembly to bare minimum. The Employer's Inspector shall have right to insist for completion of works in shops before despatch of materials for transportation.

3.17 CLAMPS AND CONNECTORS INCLUDING TERMINAL CONNECTORS

- 3.17.1 The material of clamps and connectors shall be Aluminium alloy casting conforming to designation A6 of IS:617 for connecting to equipment terminals and conductors of aluminium. In case the terminals are of copper, the same clamps/connectors shall be used with 2mm thick bimetallic liner.
- 3.17.2 The material of clamps and connectors shall be Galvanised mild steel for connecting to shield wire.
- 3.17.3 Bolts, nuts and plain washers shall be hot dip galvanised mild steel for sizes M12 and above. For sizes below M12, they shall be electro-galvanised mild steel. The spring washers shall be electro-galvanised mild steel.
- 3.17.4 All castings shall be free from blow holes, surface blisters, cracks and cavities. All sharp edges and corners shall be rounded off to meet specified corona and radio interference requirements.
- 3.17.5 They shall have same current rating as that of the connected equipment. All current carrying parts shall be at least 10 mm thick. The connectors shall be manufactured to have minimum contact resistance.
- 3.17.6 Flexible connectors, braids or laminated strips shall be made up of copper/aluminium.
- 3.17.7 Current rating and size of terminal/conductor for which connector is suitable shall be put on a suitable sticker on each component which should last atleast till erection time.

3.18 SPACERS

- 3.18.1 Spacers shall conform to IS: 10162. They shall be of non-magnetic material except nuts and bolts, which shall be of hot dip galvanised mild steel.
- 3.18.2 Spacers shall generally meet the requirements of clamps and connectors as specified above. Its design shall take care of fixing and removing during installation and maintenance.

3.18.3 In addition to the type tests as per IS: 10162, clamp slip test should have been conducted. In this test the sample shall be installed on test span of twin/quad bundle string at a tension of 44.2kN (4500 kg). One of the clamps when subjected to a longitudinal pull of 2.5kN (250 kg) parallel to the axis of conductor shall not slip, i.e. permanent displacement between conductor and clamp after test shall not exceed 1.0 mm. This test should have been performed on all other clamps of the sample.

3.19 BUSHINGS, HOLLOW COLUMN INSULATORS, SUPPORT INSULATORS, AND DISC INSULATORS

3.19.1 Bushings shall be manufactured and tested in accordance with IS: 2099 & IEC: 60137 while hollow column insulators shall be manufactured and tested in accordance with IEC62155/IS 5284. The support insulators shall be manufactured and tested as per IS: 2544/IEC 60168/IEC 60273. The insulators shall also conform to IEC 60815 as applicable having alternate long and short sheds.
Support insulators/ bushings/ hollow column insulators shall be designed to have ample insulation, mechanical strength and rigidity for the conditions under which they will be used.

3.19.2 Porcelain used shall be homogenous, free from laminations, cavities and other flaws or imperfections that might affect the mechanical or dielectric quality and shall be thoroughly vitrified, tough and impervious to moisture.

3.19.3 Glazing of the porcelain shall be uniform brown in colour, free from blisters, burns and other similar defects.

3.19.4 The design of the insulator shall be such that stresses due to expansion and contraction in any part of the insulator shall not lead to deterioration. All ferrous parts shall be hot dip galvanised.

3.19.5 Post type insulators shall consist of a porcelain part permanently secured in metal base to be mounted on supporting structures. They shall be capable of being mounted upright. They shall be designed to withstand all shocks to which they may be subjected to during operation of the associated equipment.

3.19.6 Bushing porcelain shall be robust and capable of withstanding the internal pressures likely to occur in service. The design and location of clamps, the shape and the strength of the porcelain flange securing the bushing to the tank shall be such that there is no risk of fracture. All portions of the assembled porcelain enclosures and supports other than gaskets, which may in any way be exposed to the atmosphere shall be composed of completely non hygroscopic material such as metal or glazed porcelain.

3.19.7 All iron parts shall be hot dip galvanised and all joints shall be air tight. Surface of joints shall be trued, porcelain parts by grinding and metal parts by machining. Insulator/ bushing design shall be such as to ensure a uniform compressive pressure on the joints.

3.19.8 In accordance with the requirement stipulated elsewhere, bushing, hollow column insulators and support insulators shall conform to type tests and shall be subjected to routine tests and acceptance test/sample test in accordance with relevant standards.

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3.20 CONTROL CABINETS, JUNCTION BOXES, TERMINAL BOXES & MARSHALLING BOXES FOR OUTDOOR EQUIPMENT.

3.20.1 All types of control cabinets, junction boxes, marshaling boxes, lighting panels, terminal boxes, operating mechanism boxes, Kiosks etc. shall generally conform to IS:5039, IS:8623 and IEC:60439 as applicable.

3.20.2 They shall be of Stainless steel or Aluminium. The thickness of Stainless steel shall be minimum 1 mm. The thickness of aluminium shall be minimum 3 mm and shall provide rigidity. Top of the boxes shall be sloped towards the rear of the box.

3.20.3 **BAY MARSHALLING BOX**

Bay Marshaling Box located at a convenient location to receive and distribute cables shall be provided as required. It shall meet all the requirements as specified for cabinets/boxes.

It shall have three separate distinct compartments for following purposes:

- To receive two incoming 415V, three phase, AC supplies controlled by 100A four pole MCBs with auto changeover provision, and to distribute five (5) three phase ac supplies controlled by 32A four pole MCBs. It shall also be provided with 63A, 3 phase 4 pin industrial grade receptacle with rotary switch.
- To receive three phase incoming from first compartment and to distribute ten (10) single phase ac supplies controlled by 16A two pole MCBs.
- 150 nos. terminal blocks in vertical formation for interlocking facility.

3.20.4 AUXILIARY SWITCH

The auxiliary switch shall conform of following type tests:

- a) Electrical endurance test - A minimum of 1000 operations for 2A. D.C. with a time constant greater than or equal to 20 milliseconds with a subsequent examination of mV drop/ visual defects/ temperature rise test.
- b) Mechanical endurance test - A minimum of 5000 operations with a subsequent checking of contact pressure test/ visual examination
- c) Heat run test on contacts
- d) IR/HV test, etc.

3.21 CABLE GLANDS AND LUGS/FERRULES

3.21.1 Cable shall be terminated using double compression type cable glands. Testing requirements of Cable glands shall conform to BS:6121 and gland shall be of robust construction capable of clamping cable and cable armour (for armoured cables) firmly without injury to insulation. Cable glands shall be made of heavy duty brass machine finished and nickel chrome plated. Thickness of plating shall not be less than 10 micron. All washers and hardware shall also be made of brass with nickel chrome plating. Rubber components shall be of neoprene or better synthetic material and of tested quality. Cable glands shall be suitable for the sizes of cable supplied/erected.

3.21.2 Cable lugs/ferrules for power cables shall be tinned copper solderless crimping type suitable for aluminium compacted conductor cables. Cable lugs and ferrules for control cables shall be tinned copper type. The cable lugs for control cables shall be provided with insulating

sleeve and shall suit the type of terminals provided on the equipments. Cable lugs and ferrule shall conform to DIN standards.

3.22 CONDUITS, PIPES AND ACCESSORIES

- 3.22.1 The bidder shall supply and install all rigid conduits, mild steel pipes, flexible conduits, hume pipes, etc. including all necessary sundry materials, such as tees, elbows, check nuts, bushing reduces, enlargers, wooden plugs, coupling caps, nipples, gland sealing fittings, pull boxes, etc.
- 3.22.2 The size of the conduit/pipe shall be selected to limit the fill to a maximum of 40%. All conduits/pipes shall have their ends closed by caps until cables are pulled. After cables are pulled, the ends of conduits/pipes shall be sealed in an approved manner to prevent damage to threaded portions and entrance of moisture and foreign materials.
- 3.22.3 PVC conduits shall be of high impact, heavy gauge (at least class 2) conduit conforming to BS-4607.
- 3.22.4 The outer surface of the steel conduits shall be coated with hot-dip zinc and chromate conversion coatings. The inner surface shall have silicone epoxy ester coating for easy cable pulling. Mild steel pipes shall be hot-dip galvanized. All rigid conduits/pipes shall be of a reputed make.
- 3.22.5 The hume pipes and accessories shall be of reinforced concrete conforming to class NP2 of IS-458. All tests on hume pipes shall be conducted as per IS-458.
- 3.22.6 Flexible conduits shall be of heat-resistant lead coated steel, water-leak, fire and rust proof.

3.23 MOTORS

The voltage level for motors shall be as follows:

a) Upto 0.2 KW	: Single phase 240V AC / 3 phase 415V AC
b) Above 0.2 KW and upto 200 KW	: 3 phase, 415V AC
c) Above 200 KW and upto 1500 KW	: 3 phase, 3.3 kV AC
d) Above 1500 KW	: 11 kV

The bidder may adopt 415V/3.3 KV for the drives rated in the range of 160-210 KW.

The voltage rating of the drives indicated above is for basic guideline.

- 3.23.1 All motors shall conform to IEC-60034-5 / IS Standard and with principal dimensions in accordance with IEC 60072-1 (1991), IEC 60072-2 (1990) and IEC 60072-3 (1994).
- 3.23.2 All equipment shall be suitable for rated frequency of 50 Hz with a variation of +3% & -5%, and 10% combined variation of voltage and frequency unless specifically brought out in the specification
- 3.23.3 Paint shade shall be as per RAL 5012 (Blue) for indoor and outdoor equipment.
- 3.23.4 Degree of Protection

Degree of protection for various enclosures as per IEC60034-05 shall be as follows:

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Indoor motors - IP 54
 Outdoor motors - IP 55
 Cable box-indoor area - IP 54
 Cable box-Outdoor area - IP 55

3.23.5 Type:

AC Motors:

- a) Squirrel cage induction motor suitable for direct-on-line starting.
- b) Continuous duty LT motors upto 200 KW Output rating (at 50 deg.C ambient temperature), shall be Premium Efficiency class-IE3, conforming to IS 12615, or IEC:60034-30.
- c) Crane duty motors shall be squirrel cage Induction motor as per the requirement.
- d) Motor operating through variable frequency drives shall be suitable for inverter duty. Also these motors shall comply the requirements stipulated in IEC: 60034-18-41 and IEC: 60034-18-42 as applicable.

DC Motors Shunt wound

3.24 AUXILIARY SWITCH

The auxiliary switch shall conform of following type tests:

- a) Electrical endurance test - A minimum of 1000 operations for 2A. D.C. with a time constant greater than or equal to 20 milliseconds with a subsequent examination of mV drop/ visual defects/ temperature rise test.
- b) Mechanical endurance test - A minimum of 5000 operations with a subsequent checking of contact pressure test/ visual examination
- c) Heat run test on contacts
- d) IR/HV test, etc.

3.25 LAMPS AND SOCKETS

3.25.1 Lamps:

All incandescent lamps shall use a socket base as per IS-1258, except in the case of signal lamps.

3.25.2 Sockets

All sockets (convenience outlets) shall be suitable to accept both 5 Amp & 15 Amp pin round Standard Indian plugs. They shall be switched sockets with shutters.

3.25.3 Hand Lamp:

A 240 Volts, single Phase, 50 Hz AC plug point shall be provided in the interior of each cubicle with ON-OFF Switch for connection of hand lamps.

3.26 SWITCHES & FUSES:

Each control panel shall be provided with necessary arrangements for receiving, distributing, isolating and fusing of DC and AC supplies for various control, signaling, lighting and space heater circuits. The incoming and sub-circuits shall be separately provided with switch-fuse units. Selection of the main and sub-circuit fuse ratings shall be such as to ensure selective

clearance of sub-circuit faults. Potential circuits for relaying and metering shall be protected by HRC fuses.

All fuses shall be of HRC cartridge type conforming to IS 9228 mounted on plug-in type fuse bases. Miniature circuit breakers with thermal Protection and alarm contacts will also be accepted. All accessible live connection to fuse bases shall be adequately shrouded. Fuses shall have operation indicators for indicating blown fuse condition. Fuse carrier base shall have imprints of the fuse rating and voltage.

All control switches shall be of rotary type. Toggle/piano switches shall not be accepted.

3.27 TYPE, ROUTINE & ACCEPTANCE TESTS:

3.27.1 TYPE TEST REQUIREMENTS FOR EQUIPMENTS OTHER THAN CIRCUIT BREAKER:

- a) All equipments to be supplied shall be of type tested design. During detail engineering, the contractor shall submit for Owner's approval the reports of all the type tests as listed in this specification. The validity period (counted from 02 May 2024) of reports shall be as per CEA Guidelines for the validity period of Type test(s) conducted on Major Electrical Equipment in power Transmission- May2020 (with latest amendments). These reports should be for the test conducted on the equipment similar to those proposed to be supplied under this contract and the test(s) should have been either conducted at an independent laboratory or should have been witnessed by a Client.
- b) However if contractor is not able to submit report of the type test(s) conducted as per CEA Guidelines for the validity period of Type test(s) conducted on Major Electrical equipment in power Transmission-May2020 (with latest amendments) from 02 May 2024, or in the case of type test report(s) are not found to be meeting the specification requirements, the contractor shall conduct all such tests under this contract at no additional cost to the owner either at third party lab or in presence of client/ owners representative and submit the reports for approval.
- c) All acceptance and routine tests as per the specification and relevant standards shall be carried out. Charges for these shall be deemed to be included in the equipment price.

3.27.2 TYPE TEST REQUIREMENTS FOR CIRCUIT BREAKER:

- a) The Contractor shall carry out the type tests as listed in this specification on the equipment to be supplied under this contract. The Bidder shall indicate the charges for each of these type tests separately in the relevant schedule of BPS and the same shall be considered for the evaluation of bids. The type test charges shall be paid as per the charges quoted for each of these type tests separately in the relevant schedule of BPS (Bid Proposal Sheet) & no qty variation is allowed. only for the test(s) conducted successfully under the contract and upon certification by the Employer's engineer.
- b) The type tests shall be carried out in the presence of the Employer's representative, for which minimum 60 days' notice shall be given by the Contractor. The Contractor shall obtain the Employer's approval for the type test procedure before conducting the type test. The type test procedure shall clearly specify the test set up, instrument to be used, procedure, acceptance norms, recording of various parameters, interval of recording, precautions to be taken etc. for the type test(s) to be carried out.
- c) In case the Contractor has conducted such specified type test(s) according to the relevant standard and / or specification as per CEA Guidelines for the validity period (counted from 02

May 2024) of Type test(s) conducted on Major Electrical equipment in power Transmission-May2020 & with latest amendments, submit the type test reports to the Employer for waiver of conductance of such type test(s). These reports should be for the test conducted on the equipment similar to those proposed to be supplied under this contract and the test(s) should have been either conducted at an independent laboratory or should have been witnessed by a Client. The Employer reserves the right to waive conducting of any or all the specified type tests(s) under this contract. In case the type tests are waived, the type test charges shall not be payable to the Contractor.

However, if any type test report is found not meeting the specification requirements, bidder shall conduct all such type tests successfully according to relevant standards without any cost and delivery implication to BHEL.

3.27.2.1 Type tests to be conducted on AIS Circuit Breaker

- a) Di-electric tests
- b) Radio interference voltage test
- c) Temperature rise test
- d) short time withstand current, peak withstand test, short circuit test duties, short line fault test
- e) Mechanical endurance
- f) Out of phase making & breaking test
- g) Line charging current breaking test
- h) Corona test for 765kV only
- i) IP: 55 test on each type of box
- j) Seismic withstand test with structure for 765kV only
- k) Test for reactor switching duty for 765kV CB only (applicable for Bus reactor CB)

3.28 CORONA AND RIV TESTS AND SEISMIC WITHSTAND TEST:

- a) The corona and RIV tests shall conform to the requirements as per Annexure A.
- b) The seismic withstand test for shall conform to requirements as per Annexure B.

3.29 Enclosures:

1. ANNEXURE- A - CORONA AND RADIO INTERFERENCE VOLTAGE (RIV) TEST
2. ANNEXURE- B - SEISMIC WITHSTAND TEST
3. ANNEXURE- I - MQP (NTPC format)
4. ANNEXURE- II – QUALITY ASSURANCE FOR SWITCHYARD

ANNEXURE – A

CORONA AND RADIO INTERFERENCE VOLTAGE (RIV) TEST (For 765 & 400kV AIS only)**1.0 General:**

Unless otherwise stipulated, all equipment together with its associated connectors where applicable shall be tested for external corona both by observing the voltage level for the extinction of visible corona under falling power frequency voltage and measurement of radio interference voltage (RIV).

2.0 Test Methods for RIV:

2.1 RIV tests shall be made according to measuring circuit as per International Special-committee on Radio Interference (CISPR) Publication 16 -1 (1993) Part – I. The measuring circuit shall preferably be tuned to frequency with 10 % of 0.5 MHz but other frequencies in the range of 0.5 MHZ to 2 MHz may be used, the measuring frequency being recorded. The result shall be in microvolts. Alternatively, RIV tests shall be in accordance with NEMA standard Publication No. 107 – 1964 except otherwise noted herein. In measurement of RIV only standard fittings of identical type supplied with the equipment and a simulation of the connections as used in the actual installation will be permitted in the vicinity within 3.5 meters of terminals.

2.2 Ambient noise shall be measured before and after each series of tests to ensure that there is no variation in ambient noise level. If variation is present, the lowest ambient noise level will form basis for the measurements. RIV levels shall be measured at increasing and decreasing voltages of 85%, 100%, 115% and 130% for the specified RIV test voltage for all equipment unless otherwise specified. The specified RIV test voltage for 765 & 400KV is listed in the detailed specification together with maximum permissible RIV level in microvolts.

3.0 Test Methods for visible Corona:

The purpose of this test is to determine the corona extinction voltage of the apparatus, connectors etc. The test shall be carried out in the same manner as RIV test described above with the exception that RIV measurements are not required during test and a search technique shall be used near the onset and extinction voltage, when the test voltage is raised and lowered to determine their precise values. The test voltage shall be raised to 130 % of RIV test voltage and maintained there for five minutes. In case corona inception does not take place at 130 %, the voltage level shall be raised till inception of corona or rated voltage whichever is lower. The voltage will then be decreased slowly until all visible corona disappears. The test procedure shall be repeated at least 4 times with corona inception and extinction voltage recorded each time. The corona extinction voltage for purposes of determining compliance with the specification shall be the lowest of the four values at which the visible corona (negative or positive polarity) disappears.

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ANNEXURE – B

SEISMIC WITHSTAND TEST (for 765 & 400 kV AIS only)

- a) The seismic withstand test on the complete equipment (except BPI) shall be carried out along with supporting structure.
- b) The seismic level specified shall be applied at the base of the structure. The accelerometers shall be provided at the terminal pad of the equipment and at any other point as agreed by the owner. The seismic test shall be carried out in all possible combinations of the equipment. The seismic test procedure shall be furnished for approval of the purchaser.

Clause No.	TECHNICAL REQUIREMENTS
	<p style="text-align: right;">एनटीपीसी NTPC</p> <p style="text-align: right;">Annexure – A</p> <p>CORONA AND RADIO INTERFERENCE VOLTAGE (RIV) TEST</p> <p>1.0 General</p> <p>Unless otherwise stipulated, all equipment together with its associated connectors where applicable shall be tested for external corona both by observing the voltage level for the extinction of visible corona under falling power frequency voltage and measurement of radio interference voltage (RIV).</p> <p>2.0 Test Levels</p> <p>The test voltage levels for measurement of external RIV and for corona extinction voltage are listed under the relevant clauses of the specification.</p> <p>3.0 Test Methods for RIV:</p> <p>3.1 RIV tests shall be made according to measuring circuit as per International Special – committee on Radio Interference (CISPR) Publication 16 -1 (1993) Part – I. The measuring circuit shall preferably be tuned to frequency with 10 % of 0.5 MHz but other frequencies in the range of 0.5 MHZ to 2 MHz may be used, the measuring frequency being recorded. The result shall be in microvolts.</p> <p>3.2 Alternatively, RIV tests shall be in accordance with NEMA standard Publication No. 107 – 1964 except otherwise noted herein.</p> <p>3.3 In measurement of RIV temporary additional external corona shielding may be provided. In measurement of RIV only standard fittings of identical type supplied with the equipment and a simulation of the connections as used in the actual installation will be permitted in the vicinity within 3.5 meters of terminals.</p> <p>3.4 Ambient noise shall be measured before and after each series of tests to ensure that there is no variation in ambient noise level. If variation is present, the lowest ambient noise level will form basis for the measurements. RIV levels shall be measured at increasing and decreasing voltages of 85% , 100%, 115% and 130% for the specified RIV test voltage for all equipment unless otherwise specified. The specified RIV test voltage for 420 KV is listed in the detailed specification together with maximum permissible RIV level in microvolts.</p> <p>3.5 The metering instruments shall be as per CISPR recommendations or equivalent device so long as it has been used by other testing authorities.</p>

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Clause No.	TECHNICAL REQUIREMENTS
3.6	The RIV measurement may be made with a noise meter. A calibration procedure of the frequency to which noise meter shall be tuned shall establish the ratio of voltage at the high voltage terminal to the voltage read by the noise meter.
4.0	<p>Test Methods for visible Corona</p> <p>The purpose of this test is to determine the corona extinction voltage of the apparatus, connectors etc. The test shall be carried out in the same manner as RIV test described above with the exception that RIV measurements are not required during test and a search technique shall be used near the onset and extinction voltage, when the test voltage is raised and lowered to determine their precise values. The test voltage shall be raised to 130 % of RIV test voltage and maintained there for five minutes. In case corona inception does not take place at 130 %, the voltage level shall be raised till inception of corona or rated voltage whichever is lower. The voltage will then be decreased slowly until all visible corona disappears. The test procedure shall be repeated at least 4 times with corona inception and extinction voltage recorded each time. The corona extinction voltage for purposes of determining compliance with the specification shall be the lowest of the four values at which the visible corona (negative or positive polarity) disappears. Photographs with laboratory in complete darkness shall be taken under test conditions at all voltage steps i.e. 85%,100%,115% and 130%.Additional photographs shall be taken at corona inception and extinction voltages. At least two views shall be photographed in each case using Panchromatic film with an ASA daylight rating of 400 with an exposure of two minutes at a lens aperture of f / 5.6 or equivalent. The photographic procedure shall be such that prints are available for inspection and comparison with conditions as determined from direct observation. Photographs shall be taken from above and below the level of connectors so as to show corona on bushing, insulators and all parts of energized connectors. The photographs shall be framed such that test object essentially fills the frame with no cut off.</p> <p>4.1 For recording purposes, modern devices using UV recording methods such as image intensifier may also be used.</p> <p>4.2 The test shall be recorded on each photograph. Additional photograph shall be taken from each camera position with lights on to show the relative position of test object to facilitate precise corona location from the photographic evidence.</p> <p>4.3 In addition to photographs of the test object preferably four photographs shall be taken of the complete test assembly showing relative positions of the test equipment and test object. These four photographs shall be taken from four points equally spaced around the test arrangement to show its features from all sides. Drawings of the laboratory and test set up locations shall be provided to indicate camera positions and angles. The precise location of camera shall be approved by</p>
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Clause No.	TECHNICAL REQUIREMENTS
	<p>4.4 purchaser's inspector after determining the best camera locations by trial energisation of test object at a voltage which results in corona. The test to determine the visible corona extinction voltage need not be carried out simultaneously with test to determine RIV levels.</p> <p>4.5 However both tests shall be carried out with the same test set up and as little time duration between tests as possible. No modification or treatment of the sample between tests will be allowed. Simultaneous RIV and visible corona extinction voltage testing may be permitted at the discretion of the owner's engineer, if in his opinion it will not prejudice other test.</p> <p>5.0 Test Records:</p> <p>In addition to the information previously mentioned and requirements specified as per CISPR or NEMA 107-1964 the following data shall be included in the test report-</p> <ul style="list-style-type: none"> a) Background noise before and after the test b) Detailed procedure of application of test voltage c) Measurement of RIV levels expressed in microvolts at each level. d) Results and observations with regard to location and type of interference sources detected at each step. e) Test voltage shall be recorded when measured RIV passes through 100 micro volt in each direction. f) Onset and extinction of visible corona for each of the four tests required shall be recorded.

Clause No.	TECHNICAL REQUIREMENTS	
	<p style="text-align: right;">Annexure – B</p> <p style="text-align: center;">SEISMIC WITHSTAND TEST (For 400kV Only)</p> <p>The seismic withstand test on the complete equipment (except BPI) shall be carried out along with supporting structure.</p> <p>The bidder shall arrange to transport the structure from his contractor's premises / owner's sites for purpose of seismic withstand test only.</p> <p>The seismic level specified shall be applied at the base of the structure. The accelerometers shall be provided at the terminal pad of the equipment and at any other point as agreed by the owner. The seismic test shall be carried out in all possible combinations of the equipment. The seismic test procedure shall be furnished for approval of the purchaser.</p>	

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ANNEXURE-I

MANUFACTURER'S NAME AND ADDRESS MFGR.'s LOGO		ITEM : ITEM : SUB-SYSTEM:				MANUFACTURING QUALITY PLAN				PROJECT : PACKAGE : CONTRACT NO. : MAIN-SUPPLIER:									
		QP NO.: REV.NO.: DATE: PAGE; OF....		QUANTUM OF CHECK M C/N		REFERENCE DOCUMENT		ACCEPTANCE NORMS		FORMAT OF RECORD		AGENCY M C N		REMARKS					
SL NO	COMPONENT & OPERATIONS		CHARACTERISTICS		CLASS		TYPE OF CHECK		REFERENCE DOCUMENT		ACCEPTANCE NORMS		FORMAT OF RECORD		AGENCY M C N		REMARKS		
	1.	2.	3.		4.		5.		6.		7.		8.		9.		10.		11.
LEGEND: * RECORDS, IDENTIFIED WITH "TICK" (<input checked="" type="checkbox"/>) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION. ** M: MANUFACTURER/SUB-SUPPLIER C: MAIN SUPPLIER, N: NTPC P: PERFORM W: WITNESS AND V: VERIFICATION AS APPROPRIATE, CHP: NTPC SHALL IDENTIFY IN COLUMN "N" AS "W"					DOC. NO.: 1/1		REV..... CAT.....												
MANUFACTURER/ SUB-SUPPLIER		MAIN-SUPPLIER		SIGNATURE		FOR NTPC USE		REVIEWED BY		APPROVED BY		APPROVAL SEAL		ENGG. DIV./QA&I					
FORMAT NO.: QS-01-QAI-P-09/F1-R1																			
EPC PACKAGE FOR TALCHER THERMAL POWER PROJECT STAGE-II (2X660 MW)																			

ANNEXURE-II

ENDORSEMENT SHEET FOR QP REFERENCE / STANDARD / FIELD QUALITY PLAN (RQP / SQP/RFQP/SFP)			
TO BE FILLED IN BY SUPPLIER AT TIME OF SUBMISSION		TO be filled in by NTPC	
PROJECT NAME	REVIEW & ENDORSEMENT BY NTPC PROJECT		
CONTRACT NO.:	SPECIFIC QP NUMBER ALLOTTED		
MAIN SUPPLIER	QP NO.:		
MANUFACTURER WORKS & ADDRESS	MS		
ITEM/EQUIPMENT / SYSTEM / SUB-SYSTEM DETAILS i.e. MODEL, TYPE / SIZE / RATING etc.	REV. NO.: DATED: *:		
APPROVED QP NO.: RQP/SQP/RFQP/SFP	0000-999-QV		
Confirmation by Main Supplier (CHECK WHEREVER APPLICABLE)			
<p>I. That the item/ component is identical to that considered for QP approval, OR</p> <p>II. That there are minor changes in the item/ component with respect to that considered for QP approval, however the same do not affect the contents of QP, OR</p> <p>III. That there are minor changes in the item/ component with respect to that considered for QP approval, however the same affect the QP slightly, as indicated below/ in attached sheet.</p>			
The QP is endorsed for this project with changes as indicated.			
DISTRIBUTION OF ENDORSEMENT OF			
A) RQP/SQP:			
<p>1. MAIN SUPPLIER (WITH A COPY OF QP)</p> <p>2. MANUFACTURER</p> <p>3. RIO</p> <p>4. CQA-SPL</p> <p>5. CQA-O/C</p>			
B) RFQP/SFP:			
<p>1. MAIN SUPPLIER (WITH A COPY OF QP)</p> <p>2. MANUFACTURER</p> <p>3. NTPC FQA (WITH A COPY OF QP)</p> <p>4. NTPC Erection (WITH A COPY OF QP)</p> <p>5. CQA-SPL</p> <p>6. CQA-O/C</p>			
SIGN: (Main Supplier)	SIGN: (Manufacturer)	DATE:	DATE:
FORMAT NO.: QS-01-QAL-P-10/F5-R1		NTPC (Reviewed / Approved by/ Date & Seal)	

ENGG. DIV./ QA&I

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Bharat Heavy Electricals Limited

Project: 765/132kV AIS Switchyard Extn. at NTPC SIPAT STPP Stage-III (1x800 MW)

Customer: NTPC Limited

Technical Specification: 132kV Circuit Breaker with accessories

Document No. TB-435-316-TS-001B Rev 00

SECTION 4: ANNEXURES

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Project: 765/132kV AIS Switchyard Extn. at NTPC SIPAT STPP Stage-III (1x800 MW)

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ANNEXURE-A: Compliance Certificate of Technical Specification

The bidder shall confirm compliance to the following by signing and stamping this compliance certificate and furnishing same with the offer.

1. The scope of supply, technical details, construction features, design parameters etc. shall be as per technical specification & there are no exclusion/ deviation with regard to same.
2. There are no deviation(s) with respect to specification other than those furnished in the schedule of deviations.
3. Only those technical submittals which are specifically asked for in Notice Inviting Tender (NIT) to be submitted at tender stage shall be considered as part of offer. Any other submission, even if made, shall not be considered as part of technical offer.
4. Any comments/ clarifications on technical/ inspection requirements furnished as part of bidder's covering letter shall not be considered by BHEL, and bidder's offer shall be construed to be in conformance with the specification.
5. Any changes made by the bidder in the price schedule with respect to the description/ quantities from those given in 'BOQ' of the specification shall not be considered (i.e., technical description & quantities as per the specification shall prevail).

Date:

Bidder's Stamp & Signature

Bharat Heavy Electricals Limited

Project: 765/132kV AIS Switchyard Extn. at NTPC SIPAT STPP Stage-III (1x800 MW)

Customer: NTPC Limited

Technical Specification: 132kV Circuit Breaker with accessories

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ANNEXURE-B: Deviation/ Change Request of Technical Specification

Bidder shall list out all technical potential deviation/ change request (s) along with clause with respect to technical specifications.

Sl. No.	Page No.	Clause No.	Deviation	Reason/ Justification(s)
---------	----------	------------	-----------	--------------------------

Any deviation not specifically brought out in this section shall not be admissible for any commercial implication at later stage. Except to the technical deviations listed in this schedule, bidder's offer shall be considered in full compliance to the tender specifications irrespective of any such deviation indicated / taken elsewhere in the submitted offer.

Date:

Bidder's Stamp & Signature

Bharat Heavy Electricals Limited

Project: 765/132kV AIS Switchyard Extn. at NTPC SIPAT STPP Stage-III (1x800 MW)

Customer: NTPC Limited

Technical Specification: 132kV Circuit Breaker with accessories

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ANNEXURE-C: Technical Checklist

(The offer may not be considered, in case, following information & checklist are not enclosed)

A) Technical Parameters-400kV SF6 Circuit Breaker

Sl. No.	Parameters	Data	Confirmation	Remarks
1.	Type	Porcelain Clad, Structure mounted Out Door SF6	Yes	
2.	Reference Standard	IEC 62271-100	Yes	
3.	Arc quenching medium	SF6	Yes	
4.	No. of break / phase	One	Yes	
5.	Rated voltage	132kVrms	Yes	
6.	Highest voltage	145kVrms	Yes	
7.	Frequency	50Hz	Yes	
8.	Rated normal current	1250A	Yes	
9.				
10.	Making Capacity	125kA	Yes	
11.	Short circuit current for 1 sec	31.5 kA	Yes	
12.	Insulation level	As per Section-1	Yes	
13.	Temperature rise	As per IEC	Yes	
14.	Operating duty cycle	O-0.3s-CO-3min-CO	Yes	
15.				
16.	No. of spare contacts Aux Switch (NO & NC)	As per Section-1	Yes	
17.	No. of spare contacts in Limit Switch (NO & NC)	As per Section-1	Yes	
18.	Contact multiplier	To be provided, if required for scheme requirement.	Yes	
19.	Degree of Protection of control cubicle	IP55	Yes	
20.	Sheet thickness of control cubicle	As per Section-1	Yes	
21.	Provision to be made for remote indication	Complied	Yes	

Bharat Heavy Electricals Limited

Project: 765/132kV AIS Switchyard Extn. at NTPC SIPAT STPP Stage-III (1x800 MW)

Customer: NTPC Limited

Technical Specification: 132kV Circuit Breaker with accessories

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	of circuit breaker alarm/ trip in the BCU (SAS). Potential free contacts to be provided for the same and wired up to the Circuit Breaker Marshalling Kiosk.			
--	---	--	--	--

B) TYPE TESTS

- i) Whether type test reports of the tests as per relevant IS/ IEC conducted earlier on identical or similar material are available (test reports are of the test conducted within 10 years as on date of bid opening (i.e. **10.07.2024**)).
(YES)
- ii) If type test reports are not acceptable to Customer/BHEL, then above tests shall be conducted by the bidder free of cost.
(YES)

Date:

Bidder's Stamp & Signature

UNPRICED FORMAT

Tender Inviting Authority: BHEL, TBG Noida

TENDER DESCRIPTION: SUPPLY AND SUPERVISION OF ETC OF CIRCUIT BREAKERS FOR NTPC SIPAT PROJECT.

Enquiry/NIT No:

Name of the Bidder/ Bidding Firm / Company :		PRICE SCHEDULE (BoQ is applicable only for Indian Bidders)												
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)														
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	TEXT	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Material Code	Unit Ex-Works RATE In Figures To be entered by the Bidder in Rs. P	GST on Ex-Works (in Percentage)	GST Amount (Unit Rate*Quantity*GST) Rs. P	Unit Freight & Insurance Charges in Rs. P	GST on F&I (in Percentage)	GST Amount on F&I (Unit Rate*Quantity *GST) Rs. P	HSN / SAC Code	TOTAL AMOUNT With Taxes	TOTAL Ex-Works + F & I AMOUNT including GST in Rs. P
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1.01	SUPPLY- CIRCUIT BREAKER : 132KV, 31.5KA FOR 1S, 25MM/KV CREEPAGE, 1250; 3 PHASE CIRCUIT BREAKER WITHOUT PIR ALONGWITH SF6 GAS, SUPPORT STRUCTURE (INCLUDING PLATFORM & LADDER ETC.), INTERPOLE CABLES, OPERATING MECHANISM, CONTROL BOXES AND ALL ACCESSORIES COMPLETE IN ALL RESPECT.	NTPC Sipat Supply 1	2	NO	TB9061323676	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.02	SUPPLY- CIRCUIT BREAKER : FOUNDATION BOLTS FOR COMPLETE 3 PHASE CIRCUIT BREAKER ASSEMBLY (STRUCTURE, CONTROL CUBICLE, PLATFORM AND/OR LADDER)	NTPC Sipat Supply 2	6	SET	TB9060001451	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.03	SPARES- CIRCUIT BREAKER : 132KV, RELAYS, POWER CONTACTORS, SWITCH-FUSE UNITS, LIMIT SWITCHES, AUXILIARY SWITCH ASSEMBLY, PUSH BUTTONS, TIMERS & MCB FOR ELECTRICAL CONTROL CIRCUIT (CONSISTING OF ONE NO. EACH OF ALL TYPES AND RATINGS)	NTPC Sipat Supply 3	1	SET	TB8061003666	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.04	SPARES- CIRCUIT BREAKER : 145KV, RUBBER GASKETS, 'O' RINGS AND SEALS	NTPC Sipat Supply 4	1	SET	TB8061001873	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.05	SPARES- CIRCUIT BREAKER : 132KV, MOLECULAR FILTER	NTPC Sipat Supply 5	1	SET	TB8061000656	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.06	SPARES- CIRCUIT BREAKER : 132KV, TRIP COIL WITH RESISTORS AND CLOSING COIL WITH RESISTOR (EACH TYPE)	NTPC Sipat Supply 6	2	SET	TB8061003453	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.07	SPARES- CIRCUIT BREAKER : 132KV, DENSITY/ PRESSURE MONITORING SYSTEM FOR CIRCUIT BREAKER	NTPC Sipat Supply 7	1	SET	TB8061003653	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.08	SPARES- CIRCUIT BREAKER : 132KV, SET OF SPARES FOR PNEUMATIC/ SPRING/ HYDRAULIC OPERATED MECHANISM(AS APPLICABLE)	NTPC Sipat Supply 8	1	LOT	TB8061003072	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.09	SPARES- CIRCUIT BREAKER : 145KV, FIXED AND MOVING ARCING CONTACTS	NTPC Sipat Supply 9	2	SET	TB8061000713	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.10	SPARES- CIRCUIT BREAKER : 132KV, MAGNETIC VENTILE IF REQUIRED	NTPC Sipat Supply 10	3	NO	TB8061003094	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.11	SPARES- CIRCUIT BREAKER : 132KV, ACTUATOR RINGS IF REQUIRED	NTPC Sipat Supply 11	6	NO	TB8061003085	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.12	SPARES- CIRCUIT BREAKER : 132KV, CONTROL VALVES IF REQUIRED	NTPC Sipat Supply 12	1	NO	TB8061003483	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.13	SPARES- CIRCUIT BREAKER : 132KV, AUXILIARY SWITCH ASSEMBLY	NTPC Sipat Supply 13	1	SET	TB8061000895	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.14	SPARES- CIRCUIT BREAKER : 145KV, OPERATION COUNTER	NTPC Sipat Supply 14	1	NO	TB8061000903	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.15	SPARES- CIRCUIT BREAKER : 132KV, SF6 GAS (20% OF THE TOTAL REQUIREMENT)	NTPC Sipat Supply 15	1	LOT	TB8061003366	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED

Sl. No.	Item Description	Item Code / Make	Quantity	Units	Material Code	Unit Ex-Works RATE In Figures To be entered by the Bidder in Rs. P	GST on Ex-Works (in Percentage)	GST Amount (Unit Rate*Quantity*GST) Rs. P	Unit Freight & Insurance Charges in Rs. P	GST on F&I (in Percentage)	GST Amount on F&I (Unit Rate*Quantity *GST) Rs. P	HSN / SAC Code	TOTAL AMOUNT With Taxes	TOTAL Ex-Works + F & I AMOUNT including GST in Rs. P
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1.16	SPARES- CIRCUIT BREAKER : 132KV, PRESSURE GUAGE & COUPLING	NTPC Sipat Supply 16	1	SET	TB8061003382	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.17	SPARES- CIRCUIT BREAKER : 132KV, PRESSURE SWITCHES	NTPC Sipat Supply 17	1	SET	TB8061000842	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.18	SPARES- CIRCUIT BREAKER : 145KV, TERMINAL PAD AND CONNECTOR	NTPC Sipat Supply 18	2	SET	TB8061003251	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.19	SPARES- CIRCUIT BREAKER : 145KV, CORONA RINGS	NTPC Sipat Supply 19	1	NO	TB8061000674	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.20	SPARES- CIRCUIT BREAKER : 132KV, GRADING CAPACITORS	NTPC Sipat Supply 20	3	NO	TB8061000683	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.21	SPARES- CIRCUIT BREAKER : 132KV, ONE COMPLETE POLE (PHASE) OF CIRCUIT BREAKER INCLUDING GRADING CAPACITOR (AS APPLICABLE), POLE COLUMN, INTERRUPTER, UNIT OPERATING MECHANISM, MARSHALLING BOX EXCLUDING SUPPORTING STRUCTURE, TERMINAL CONNECTORS AND COMMON OPERATING MECHANISM (1 SET= 1 NO. OF EACH TYPE AND RATING)	NTPC Sipat Supply 21	1	SET	TB8061003646	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED		QUOTED	QUOTED
1.22	SERVICES- CIRCUIT BREAKER : 145KV, SUPERVISION OF ERECTION, TESTING AND COMMISSIONING OF CIRCUIT BREAKER	NTPC Sipat Service-1	2	NO	TB3061001363	QUOTED	QUOTED	QUOTED	Not Applicable	Not Applicable	Not Applicable		QUOTED	QUOTED
Total													QUOTED	QUOTED

PROJECT:	SUPPLY AND SUPERVISION OF ETC OF CIRCUIT BREAKERS FOR NTPC SIPAT
ITEM:	132kV CIRCUIT BREAKER
ENQUIRY No.	

ANNEXURE-I (A)

TECHNICAL PRE-QUALIFYING CRITERIA FOR 400kV Circuit Breakers

TECHNICAL PRE-QUALIFICATION REQUIREMENT

Name of Project: 765/132kV AIS Switchyard Extn. at NTPC SIPAT STPP Stage-III (1x800 MW)

Name of Customer: NTPC Limited

Name of Item: 132kV Circuit Breaker & accessories

TECHNICAL PRE-QUALIFICATION REQUIREMENT

The bidder should have manufactured and supplied at least five (5) nos. of three phase circuit breakers suitable for Air Insulated Substation/ Switchyard of 132 kV or above class which should have been in successful operation for minimum two (2) years prior to the date of Techno-Commercial bid opening (i.e. 10.07.2024).

SUPPORTING DOCUMENTS TO BE ATTACHED

Sr	Required Criteria	Supporting Documents to be submitted by bidder along with technical bid
1	Manufacturing	Approved Drawings / GTP / Approved Quality Plan / Factory Inspection Test Report etc. of offered item.
2	Supply	PO / Dispatch clearance / LR / Material Receipt certificate at site / installation or commissioning certificate etc. of offered item.
3	Successful operation	Successful operation means certificate issued by the Employer/Utility certifying the operation without any adverse remark.

Notes (General points):

1. Consideration of offer shall be subject to customer's approval of bidder's, if applicable.
2. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self- attested English translated document should also be submitted.
3. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
4. After satisfactory fulfilment of all the above criteria / requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal

:

ANNEXURE-II

Activity Schedule for 132kV Circuit Breakers
[For NTPC Sipat]

		Circuit Breakers (Mains)	Circuit Breakers (Spares)	
A. Supply	Brief Description of work	ACTIVITY TIME IN WEEKS	ACTIVITY TIME IN WEEKS	Responsibility
1	Inputs to vendor from BHEL after issue of PO	1 Week	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	2 Weeks	Supplier scope.
3	Review and Approval of documents from BHEL/Customer and issue of manufacturing clearance.	2 Weeks	2 Weeks	BHEL scope.
4	Manufacturing time (after Manufacturing Clearance from BHEL) along with Inspection Call (i.e. Time from Manufacturing Clearance date and inspection date mentioned in inspection call)	30 Weeks	43 Weeks	Supplier scope.
5	BHEL/ customer Inspection & dispatch clearance	2 Weeks	2 Weeks	BHEL scope
6	Dispatch	2 Weeks	2 Weeks	Supplier scope
Total time for supply		39 Weeks	52 Weeks	

Note:	1. Supplier must ensure the completeness and correctness of the requisite drawings/documents before submission for approval.
	2. Supplier to ensure every revised drawing/ document submission incorporating comments within 1 weeks from the date of comments by BHEL, else vendor delay shall be deducted from manufacturing time.
	3. Inspection call should be raised Two (02) weeks in advance before inspection date. Inspection call should be given in the prescribed format only (enclosed). Inspection calls not in the prescribed format shall not be entertained.
	4. Delay in activity pertaining to BHEL, not attributable to vendor, as listed above shall be added, if required in case of time extension and Delivery date will be re-fixed accordingly based on bidder's request & delay analysis.
	5. Supplier to give monthly plan for delivery of equipment matching the site requirement and manufacturing time as per sl. no. 4 of activity schedule.
	6. Foundation bolts to be supplied within 03 months from the date of PO.

B. Services	Brief Description of work			Responsibility
1	Deputation of service engineer for the supervision of ETC work			Supplier scope

Note:	1. Supplier must ensure the deputation of service engineer at site within one week from the date of confirmation mail from BHEL.
--------------	--

Signature of the authorized representative of

Place :
 Date :

Bidder's Name :
 Designation :
 Company Seal :

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 compliant 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 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	Received 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 any adverse remark on LR (Like shortages/damages/broken etc) , clarification from site/TBMM/TBCM is needed 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 mentioned 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 Delhi 4. It should be in prescribed format. 5. BG value and validity 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 open 6. In case of any discrepancy , consent of TBCM is required for processing the bill and amount will be deducted for invalid Insurance certificate				
	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 (Y/N/NA)	Verification by MM (Y/N/NA)	Verification by Fin (Y/N/NA)
8	is submitted along with the Despatch Invoice	1. Copy of PO 2. Calculation sheet and applicable PVC indices are also enclosed 3. If delay in delivery, then PVC indicies are as per PO conditions.	2. Calculation sheet and applicable PVC indices are also enclosed 3. If delay in delivery, then PVC indicies 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
					(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	Received LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1 Copy	Damages if any mentioned in the Received LR have been accounted for. Withheld 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 up from the bottom Page							
	Invoice control No					Vendor Signature	MM Signature	
						Date:	Finance Signature	
						Date:	Date:	

DELETED

PROJECT:	SUPPLY AND SUPERVISION OF ETC OF CIRCUIT BREAKERS FOR NTPC SIPAT PROJECT
ITEM:	132kV CIRCUIT BREAKERS
ENQUIRY No.	

ANNEXURE-V

Item/ Package Name	SUPPLY AND SUPERVISION OF ETC OF CIRCUIT BREAKERS FOR NTPC SIPAT PROJECT
Enquiry No.	
Project	NTPC SIPAT PROJECT
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 and supervision of ETC of Circuit Breakers for NTPC SIPAT Project”***.

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 and supervision of ETC of Circuit Breakers (for NTPC SIPAT)”***. (*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

PROJECT:	SUPPLY AND SUPERVISION OF ETC OF CIRCUIT BREAKERS FOR NTPC SIPAT PROJECT
ITEM:	132kV CIRCUIT BREAKERS
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local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

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 AND SUPERVISION OF ETC OF CIRCUIT BREAKERS FOR NTPC SIPAT PROJECT
ITEM:	132kV CIRCUIT BREAKERS
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 AND SUPERVISION OF ETC OF CIRCUIT BREAKERS FOR NTPC SIPAT PROJECT
ITEM:	132kV CIRCUIT BREAKERS
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.meaindia.gov.in/>).

PROJECT:	SUPPLY AND SUPERVISION OF ETC OF CIRCUIT BREAKERS FOR NTPC SIPAT PROJECT
ITEM:	132kV CIRCUIT BREAKERS
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

PROJECT:	SUPPLY AND SUPERVISION OF ETC OF CIRCUIT BREAKERS FOR NTPC SIPAT PROJECT
ITEM:	132kV CIRCUIT BREAKERS
ENQUIRY No.	

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 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 AND SUPERVISION OF ETC OF CIRCUIT BREAKERS FOR NTPC SIPAT PROJECT
ITEM:	132kV CIRCUIT BREAKERS
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

PROJECT:	SUPPLY AND SUPERVISION OF ETC OF CIRCUIT BREAKERS FOR NTPC SIPAT
ITEM:	132kV CIRCUIT BREAKERS
ENQUIRY No.	

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. 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>	

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 :

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-1, नई दिल्ली-110066 टेली: 011-26732257 ईमेल: ce-rndcea@nic.in वेबसाइट: www.cea.nic.in

Sewa Bhawan, R.K Puram-1, New Delhi - 110066 Tele: 011-26732257 Email: ce-rndcea@nic.in Website: www.cea.nic.in

PROJECT:	SUPPLY AND SUPERVISION OF ETC OF CIRCUIT BREAKERS FOR NTPC SIPAT PROJECT
ITEM:	132kV CIRCUIT BREAKER
ENQUIRY No.	

ANNEXURE-X

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

PROJECT:	SUPPLY AND SUPERVISION OF ETC OF CIRCUIT BREAKERS FOR NTPC SIPAT PROJECT
ITEM:	132kV CIRCUIT BREAKER
ENQUIRY No.	

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 :

DELETED



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

Ref No: संदर्भ सं.:			Date: तिथि:	
<i>i.</i> Main Contractor मुख्य संविदाकार				
<i>ii.</i> Project परियोजना				
<i>iii.</i> Package Name पैकेज का नाम			Package No पैकेज सं.	
<i>iv.</i> Proposed Item/Scope of Sub-contracting उप-संविदा(अनुबंध) का प्रस्तावित मद/ दायरा				
<i>v.</i> Item covered under निम्नलिखित के अंतर्गत शामिल मद	Schedule-1 /अनुसूची- 1	<input type="checkbox"/>	As per contract clause No- अनुबंध के अनुसार खंड सं. -	
Schedule-2 अनुसूची- 2	<input type="checkbox"/>			
<i>vi.</i> <i>If item is Schedule-1 and proposed sub-vendor is</i> <i>indigenous, Main Contractor to explain how the</i> <i>contractual provisions will be fulfilled</i> <i>/यदि मद अनुसूची -1 है और प्रस्तावित उप-विक्रेता स्वदेशी</i> <i>है, तो मुख्य संविदाकार को स्पष्ट करना होगा कि</i> <i>संविदा/भवनों के पारदात कैसे प्रो किए जाएंगे</i>				
<i>vii.</i> Name and Address of the proposed Sub-vendor's works /प्रस्तावित सब-वेंडर का नाम तथा पता				
<i>viii.</i> PO placement date/ Start of manufacturing (if self-manufactured) as per L2 network पीओ नियोजन की तिथि / एल- 2 नेटवर्क के अनुसार विनिर्माण (यदि स्व-निर्मित है) की शुरुआत				
<i>ix.</i> Item Description (Type/Size/Rating/Scope of Sub-Contracting) मद का विवरण (प्रकार / आकार / रेटिंग / उप-अनुबंध का दायरा)	Total quantity of proposed item envisaged in this package (Nos/ Running Meters/ Kgs/ Tons etc) इस पैकेज में परिकल्पित प्रस्तावित मद की कुल मात्रा (संख्या / क्रियाशील मीटर / किलोग्राम / टन आदि) से खरीदी जाने वाली मात्रा	Quantity proposed to be procured from proposed sub-vendor (Nos/ Running Meters/ Kgs /Tons etc) प्रस्तावित उप-विक्रेता (संख्या / क्रियाशील मीटर / किलोग्राम / टन आदि) से खरीदी जाने वाली मात्रा	Timeline for quantity requirements as per project schedule & whether the proposed Sub-vendor equipped with adequate capacity to supply proposed order quantity in time / परियोजना समय सूची के अनुसार मात्रा आवश्यकताओं के लिए समय-सीमा और क्या प्रस्तावित उप-विक्रेता समय पर प्रस्तावित मांग की मात्रा की आपूर्ति करने में पूरी तरह से सक्षम है	
<i>x.</i> Supply experience of the proposed sub-vendor (including supplies to Main Contractor, if any) for similar item/scope of sub-contracting, for last 3 years (Note:- Only relevant experience details w.r.t. proposed item/scope of subcontracting to be brought out here) पिछले 3 वर्षों के लिए उप-अनुबंध के समान मद / दायरे के लिए प्रस्तावित सब-वेंडर (मुख्य संविदाकार				



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

<p>हेतु आपूर्ति, यदि कोई हो, सहित) का आपूर्ति अनुभव (नोट: - उप-अनुबंध के प्रस्तावित मद / दायरे के संबंध में केवल प्रासंगिक अनुभव के विवरण का उल्लेख हो</p>							
<i>Project/Package</i> परियोजना/पैकेज	<i>Customer Name</i> ग्राहक का नाम	<i>Supplied Item</i> (<i>Type/Rating/Model /Capacity/Size etc</i>) आपूर्ति अनुभव (प्रकार/रेटिंग /मांडल /क्षमता/आकार आदि)	<i>PO ref no/date</i> पीओ संदर्भ सं. /तिथि	<i>Supplied Quantity</i> आपूर्ति की मात्रा	<i>Date of Supply</i> आपूर्ति की तिथि		

We confirm that as per our physical assessment, the proposed sub-vendor has requisite capabilities & supply experience and is suitable for supplying the proposed item/scope of sub-contracting/ हम अपने आकलन के अनुसार इस बात की पुष्टि करते हैं कि, प्रस्तावित उप-विक्रेता के पास अपेक्षित क्षमता और आपूर्ति करने का अनुभव है और उप-अनुबंध के दायरे /प्रस्तावित मद की आपूर्ति के लिए उपयोगी है।

<i>Name:</i> नाम:		<i>Desig:</i> पद:		<i>Contact No:</i> दूरभाष सं.:		<i>Sign:</i> हस्ताक्षर:		<i>Date:</i> तिथि:	
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Company's Seal/Stamp:- कंपनी का मुहर:-

<i>i.</i>	<i>Item/Scope of Sub-contracting</i> उप-संविदा(अनुबंध) का मद/ दायरा		
<i>ii.</i>	<i>Address of the registered office</i> पंजीकृत कार्यालय का पता	<i>Details of Contact Person</i> संपर्क व्यक्ति का विवरण (<i>Name, Designation, Mobile, Email</i>) (नाम, पदनाम, मोबाइल, ईमेल)	
<i>iii.</i>	<i>Name and Address of the proposed Sub-vendor's works where item is being manufactured</i> प्रस्तावित उप-विक्रेता के कार्यों का नाम और पता, जहां मद का निर्माण किया जा रहा है	<i>Details of Contact Person:</i> संपर्क व्यक्ति का विवरण (<i>Name, Designation, Mobile, Email</i>) (नाम, पदनाम, मोबाइल, ईमेल)	
<i>iv.</i>	<i>Annual Production Capacity for proposed item/scope of sub-contracting</i> उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए वार्षिक उत्पादन क्षमता		
<i>v.</i>	<i>Annual production for last 3 years for proposed item/scope of sub-contracting</i> उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए पिछले 3 वर्षों का वार्षिक उत्पादन		
<i>vi.</i>	<i>Details of proposed works</i> प्रस्तावित कार्यों का विवरण		
1.	<i>Year of establishment of present works</i> वर्तमान फैक्टरी की तारीख का वर्ष		
2.	<i>Year of commencement of manufacturing at above works</i> उपरोक्त फैक्टरी में निर्माण कार्य शुरू होने का वर्ष		
3.	<i>Details of change in Works address in past (if any)</i> पूर्व में फैक्टरी स्थिति में परिवर्तन का विवरण (यदि कोई हो)		
4.	<i>Total Area</i> कल क्षेत्र		
	<i>Covered Area</i> शामिल क्षेत्र		
5.	<i>Factory Registration Certificate</i> फैक्टरी पंजीकरण प्रमाण पत्र	<i>Details attached at Annexure – F2.1</i> विवरण अनलग्नक- एफ 2.1 पर संलग्न है	
6.	<i>Design/ Research & development set-up</i> डिजाइन / अनुसंधान और विकास सेटअप (<i>No. of manpower, their qualification, machines & tools employed etc.</i>) (श्रमिकों की संख्या, उनकी योग्यता, मशीन और उपलब्ध उपकरण आदि)	<i>Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design)</i> <i>Details attached at Annexure – F2.2</i> (<i>if applicable</i>) लागू / लागू नहीं, अगर विनिर्माण मुख्य संविदाकार / खरीदार के डिजाइन के अनुसार है) विवरण अनलग्नक-एफ 2.2 पर संलग्न है। (यदि लागू हो)	
7.	<i>Overall organization Chart with Manpower Details</i>	<i>Details attached at Annexure – F2.3</i> विवरण अनलग्नक- एफ 2.3 में संलग्न है।	

	(<i>Design/Manufacturing/Quality etc</i>) मैनपावर विवरण के साथ समग्र संगठन का चार्ट(डिजाइन / विनिर्माण / गुणवत्ता आदि)	
8.	<i>After sales service set up in India, in case of foreign sub-vendor(Location, Contact Person, Contact details etc.)</i> भारत में बिक्री सेवा की स्थापना के बाद, विदेशी उप-विक्रेता के मामले में(स्थल , संपर्क व्यक्ति, संपर्क विवरण आदि)	<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure – F2.4</i> विवरण अनुलग्नक -2.4 पर संलग्न है ।
9.	<i>Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any</i> फ्लोचार्ट सहित विनिर्माण प्रक्रिया निष्पादन योजना, जिसमें आउटसोर्स प्रक्रिया, यदि कोई हो, सहित कच्चे माल से तैयार उत्पाद तक विनिर्माण के विभिन्न चरणों को दर्शाया गया हो,	<i>Details attached at Annexure – F2.5</i> विवरण अनुलग्नक - F2.5में संलग्न है ।
10.	<i>Sources of Raw Material/Major Bought Out Item</i> कच्चे माल के स्रोत / खरीदे हए मध्य मद	<i>Details attached at Annexure – F2.6</i> विवरण अनुलग्नक - F2.6में संलग्न है ।
11.	<i>Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing</i> कच्चे माल / खरीदे हुए मद, प्रक्रियाबद्ध, अंतिम परीक्षण, पैकिंग करते	<i>Details attached at Annexure – F2.7</i> विवरण अनुलग्नक - F2.7 पर संलग्न है
12.	<i>Manufacturing facilities</i> (<i>List of machines, special process facilities, material handling etc.</i>) विनिर्माण सुविधा(मशीनों की सूची ,विशेष प्रक्रिया सुविधाएं, सामग्री रख-रखाव आदि)	<i>Details attached at Annexure – F2.8</i> विवरण अनुलग्नक - F2.8में संलग्न है ।
13.	<i>Testing facilities (List of testing equipment)</i> परीक्षण सुविधाएं(परीक्षण उपकरण की सूची)	<i>Details attached at Annexure – F2.9</i> विवरण अनुलग्नक - F2.9 में संलग्न है ।
14.	<i>If manufacturing process involves fabrication then- यदि निर्माण प्रक्रिया में फेब्रिकेशन की गई है तो-</i> <i>List of qualified Welders</i> पात्र वेल्डर की सची <i>List of qualified NDT personnel with area of specialization</i> विशेषज्ञता के क्षेत्र सहित पात्र एनडीटी कार्मिकों की सूची	<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure – F2.10</i> विवरण अनुलग्नक - F2.10में संलग्न है। (<i>if applicable</i>) लागू / लागू नहीं
15.	<i>List of out-sourced manufacturing processes with Sub-Vendors' names & addresses</i> सब-वेंडर द्वारा बाह्य स्रोतों (उनके नाम और पते सहित)से करवाएं गए निर्माण प्रक्रियाओं की सूची	<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure. –F2.11</i> विवरण अनुलग्नक - F2.10में संलग्न है। (<i>if applicable</i>) (यदि लागू हो)
16.	<i>Supply reference list including recent supplies</i> नवीनतम आपूर्ति सहित आपूर्ति संदर्भ सूची	<i>Details attached at Annexure – F2.12</i> विवरण अनुलग्नक - F2.12 में संलग्न है । (<i>as per format given below</i>) (नीचे दिए गए प्रारूप के अनुसार)



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

<i>Project/ package परियोजना /पैकेज</i>	<i>Customer Name ग्राहक का नाम</i>	<i>Supplied Item (Type/Rating/Model /Capacity/Size etc) आपूर्ति की गई¹ वस्तु (प्रकार / रेटिंग / मॉडल / क्षमता / आकार आदि)</i>	<i>PO ref no/date पीओ संदर्भ सं. / तिथि</i>	<i>Supplied Quantity आपूर्ति की मात्रा</i>	<i>Date of Supply आपूर्ति की तारीख</i>
17.	<i>Product satisfactory performance feedback letter/certificates/End User Feedback</i> उत्पाद के संतोषजनक प्रदर्शन संबंधी फीडबैक पत्र / प्रमाण पत्र / अंतिम उपयोगकर्ता फाइलेट			<i>Attached at annexure - F2.13</i> अनुलग्नक F2. 3 पर संलग्न है	
18.	<i>Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating)</i> प्रस्तावित उत्पाद (एक समान या उच्च रेटिंग वाले) के लिए टाइप टेस्ट रिपोर्ट (टाइप टेस्ट विवरण, रिपोर्ट संख्या, एजेंसी, जांच की तारीख) का सारांश नोट: - रिपोर्ट प्रस्तुत करने की आवश्यकता नहीं है <i>Note:- Reports need not to be submitted</i>			<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure - F2.14</i> विवरण अनुलग्नक - F2.1.4 में संलग्न है (if applicable) (यदि लागू हो)	
19.	<i>Statutory / mandatory certification for the proposed product</i> प्रस्तावित उत्पाद के लिए वैधानिक / अनिवार्य प्रमाणीकरण			<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure - F2.15</i> (if applicable) (यदि लागू हो)	
20.	<i>Copy of ISO 9001 certificate</i> आईएसओ 9001 प्रमाण पत्र की प्रति (if available) (यदि उपलब्ध हो)			<i>Attached at Annexure - F2.16</i> अनुलग्नक में संलग्न - F2.1.6 है	
21.	<i>Product technical catalogues for proposed item (if available)</i> प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग (यदि उपलब्ध हो)			<i>Details attached at Annexure - F2.17</i> विवरण अनुलग्नक - F2.1.7 में संलग्न है	

<i>Name:</i> नाम:		<i>Desig:</i> पद:		<i>Sign:</i> हस्ता क्षर:		<i>Date:</i> तिथि:	
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Company's Seal/Stamp:- कंपनी की मुहर/ मोहर:-

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited¹ (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 _____⁵ (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 00/00/00.

Place of Issue 00/00/00.

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 AND SUPERVISION OF ETC OF CIRCUIT BREAKERS FOR NTPC SIPAT PROJECT
ITEM:	132kV CIRCUIT BREAKER
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 AND SUPERVISION OF ETC OF CIRCUIT BREAKERS FOR NTPC SIPAT PROJECT.
ITEM:	132kV CIRCUIT BREAKER
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 be in compliance with 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 AND SUPERVISION OF ETC OF CIRCUIT BREAKERS FOR NTPC SIPAT PROJECT.
ITEM:	132kV CIRCUIT BREAKER
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, 2021

ORDER

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

APPENDIX

Extracts 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 '*tumkey 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	Degaerator	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 Auxillaries	
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 reclaimers	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	Scrapper 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
	Circulationg 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

SI. 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.

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 (ii) 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.

'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.

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.

- 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 CMOs/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.

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

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.

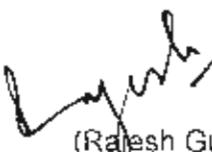
17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- 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.



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Director
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**A BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS 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.