



Ref. Enquiry No.: PE/PG/SGL/E-7036/2022, Dated 08.08.2022

| |
|--------------------|
| DUE DATE |
| 18-AUG-2022 |
| BY 03:00 PM |

Dear Sir/ Ma'am

Subject: Open tender Enquiry for "DISTRIBUTION BOARD" for 1X660 MW WBPDCS SAGARDIGHI EXTN UNIT V Project as per Technical Specification No. PE-TS-445-558-E005 (Rev.00).

BHEL invites your offers for design, manufacture, assembly, inspection and testing at manufacturer's and / or his sub-contractors works, proper packing and delivery to site of **LIGHTING DISTRIBUTION BOARD & LIGHTING PANELS** with mandatory spares complete with all accessories for efficient and trouble free operations as per the requirements specified in technical specification no. **PE-TS-445-558-E005 (Rev.00)** till placement of order for **LIGHTING DISTRIBUTION BOARD & LIGHTING PANELS for 1X660 MW WBPDCS SAGARDIGHI EXTN UNIT V.**

Your offer shall be submitted in two parts strictly as per Clause-2.0 of the "Instructions to Bidders" of GCC Rev. 07 in sealed cover for the below mentioned equipment/system.

| ITEM DESCRIPTION – DISTRIBUTION BOARD | | | |
|---------------------------------------|--|-----------------------------|------------------------------|
| Sl. No. | Project | TECHNICAL SPECIFICATION NO. | Delivery completion schedule |
| 1 | 1X660 MW WBPDCS SAGARDIGHI EXTN UNIT V | PE-TS-445-558-E005 (Rev.00) | As per Annexure – A to NIT |

Your best quotation/offer for the above requirement, in line with tender terms and conditions, should be submitted **online via e-procurement system (NIC portal)**. It shall be the responsibility of the bidder to ensure that the tender is submitted **on or before the due date by 03:00 PM**. Part-I bids shall be opened at **03:30 PM** on the due date. Kindly open the website only in Internet Explorer browser.

Note: 1. Detailed tender documents have been uploaded on following websites: -

<https://eprocurebhel.co.in>, www.bhel.com, www.pem.bhel.com and www.eprocure.gov.in

Bidders are requested to upload their best offer on <https://eprocurebhel.co.in> only.

2. In case bidders are not interested to quote, please send us the regret by e-mail or letter.

ENQUIRY TERMS AND CONDITIONS:

- Offers should be submitted/uploaded separately in two parts **online through e-procurement system** as follows:
Part-I : TECHNO-COMMERCIAL BID **Part-II : PRICE BID**
For detailed instructions, please refer GCC Rev 07 and its corrigenda 01 dtd. 05.03.2022 - Instructions to Bidders.
- Bidders shall submit their offers meeting the requirements of the tender documents indicated in BHEL PEM GCC Rev-07 and other Terms and Conditions included in this Enquiry Letter. Weblink of GCC Rev.07 shall be as below, **bidders may download the GCC Rev 07 from the given web link and go through the same before quoting :-**
<https://www.pem.bhel.com/Documents/GCC/GCCRev07.pdf>
- Bidders to note that following form the part of tender documents:
 - General Conditions of Contract (GCC) Rev. 07 comprising of: Instructions to Bidders and General Commercial Terms & Conditions
 - Technical Specifications No. PE-TS-445-558-E005 (Rev.00)
 - Technical PQR
 - Special Conditions of Contract (SCC Rev 00) of 1X660 MW WBPDCS SAGARDIGHI EXTN UNIT V
 - Enquiry terms & conditions (NIT) a/w Annexure-A to NIT Delivery Schedule
 - BOQ cum Price Schedules.

Bidders to note that offers shall be submitted strictly in accordance with the requirements of the above tender documents.

Chandramani/Engr./PG-I
PS-Project Engineering Management,
Power Project Engineering Institute,
Plot no. 25, Sector – 16A, Noida (UP) 201301, INDIA
(OFF) +91-120-4368571, (MOB.) +91 8882836507

Regd. Office
BHEL House Siri Fort
New Delhi-110049



Ref. Enquiry No.: PE/PG/SGL/E-7036/2022, Dated 08.08.2022

4. Any hidden conditions/deviations mentioned elsewhere in offer and standard pre-printed terms & conditions of the tenderers shall not be considered valid.
5. Tenders shall be submitted strictly in accordance with the requirements of the above-mentioned tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately in Annexure-II of GCC Rev.07 along with reasons for taking such deviations in the bidding format in E-Procurement portal. Any deviations (Technical as well as Commercial) not mentioned in the Annexure-II of GCC Rev.07 shall not be considered. Bidders to note all the points mentioned in "Notes" of Annexure-II of GCC Rev.07.
6. If any bidder has mentioned the term "Not Applicable" / "not required" / "not quoted" in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by the successful bidder.
7. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be dispatched only after Purchaser's/Owner's inspection of the hold points specified in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC).
8. Offers should be submitted separately in two parts **online through e-procurement system (NIC Portal) only**, however, all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

| | |
|--|---|
| Mr. Chandramani Engr., PG-I E-Mail: chandramani@bhel.in Ph. No. +91-120-4368571; Mob: 8882836507 | Mr. Devendra Singh Dy. Manager, PG-I E-Mail: devendra.singh@bhel.in Ph. No. +91-120-4368877; Mob: 7503632335 |
| M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, Plot No 25, Sector-16A, Noida-201301, U.P., INDIA | |

9. Evaluation will be done on L1 (Total cost to BHEL basis). Incomplete offer or part offer of NIT BOM/BOQ shall be summarily rejected.
10. Overall (%) variation in contract values due to changes in the scope shall be limited to +/-30%. This will prevail over the quantity variation Cl. No. 6.0 General Commercial Terms & Conditions of GCC, Rev.07.
11. Integrity pact is applicable for subject package. IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC. The names of the IEMs in panel are as follows:

- I. Shri Otem Dai, IAS (Retd.) - iem1@bhel.in
- II. Shri Bishwamitra Pandey, IRAS (Retd.) - iem2@bhel.in
- III. Shri Mukesh Mittal, IRS (Retd.) - iem3@bhel.in

The IP as enclosed is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the any of the IEMs mentioned above. All correspondence with the IEMs shall be done through email only.

"No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be



Ref. Enquiry No.: PE/PG/SGI/E-7036/2022, Dated 08.08.2022

addressed directly to the tender issuing (procurement) department officials whose contact details are provided below.”

| | |
|--|---|
| Mr. Chandramani Engr., PG-I E-Mail: chandramani@bhel.in Ph. No. +91-120-4368571; Mob: 8882836507 | Mr. Devendra Singh Dy. Manager, PG-I E-Mail: devendra.singh@bhel.in Ph. No. +91-120-4368877; Mob: 7503632335 |
| M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, Plot No 25, Sector-16A, Noida-201301, U.P., INDIA | |

12. “BHEL shall be finalizing this tender by conducting RA as per clause no 13 of GCC Rev 07”. Bidders to quote suitably.

13. **MAKE IN INDIA Clause: -**

Bidders have to note, “For this procurement, the local content to categorize a supplier as a 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), (PPP-MII) Order 2017 dt. 16/09/2020 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.”

Following point to be noted regarding verification of local content: -

The local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate w.r.t. minimum local content, in accordance with para 9 of PP-MII order revision dated 16.09.2020.

Following may also pls. be noted by the bidders:

Eligibility of Suppliers: Class I Local Supplier, (as per para no. 3(a) of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT and subsequent amendments. Suppliers with local content >60% shall be considered as Class I local supplier.

The package is indivisible in nature.

14. This is a conditional tender enquiry. Price Bid opening of a bidder shall be subjected to the following:

- Approval of vendor by end customer i.e. (M/s WBPDCI)
- Techno-Commercial evaluation by BHEL.
- Qualification of Technical PQR
- Offered item should mandatorily conform to PP-MII order provisions.

15. **Delivery Completion schedule :**

As per enclosed **Annexure-A to NIT delivery schedule.**

16. **PRICE VARIATION:** Prices shall be firm till completion of contract.

17. CIF is not available for this package.

18. Bidders are requested to furnish the details as per “TECHNICAL PRE-QUALIFYING REQUIREMENTS” (enclosed with the enquiry document). Along with the tender, bidders to furnish all legible & valid documents required for Technical PQR. The same shall be properly co-relating with respective clause of PQR. Bids of only those bidders shall be evaluated who meet the Technical pre-qualifying requirements.

19. Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organisation contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.

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20. **Freight** : - Bidders to mandatorily quote the freight in terms of percentage of Total Ex-works price in priced Bid.
21. **For bidders (who are not registered with BHEL-PEM)** - For registration in BHEL PEM- Online registration portal is operational, Non-registered Vendors who wish to apply for registration in BHEL-PEM can apply through Online Registration Portal available at www.pem.bhel.com - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded on the website and submit the application for registration. However, registration of suppliers is not mandatory in case of open tender.
22. Bidders to note that "This This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline date 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipments etc.) & hence criteria of prior experience /turnover shall be same for all bidders including start up /MSME".
23. Bidders to,
- ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable.
 - ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
 - to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.

Note: Subsequent orders/circulars to be checked and to be complied.

24. Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines mentioned in "<https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf>" to take up the inspection REMOTELY.

Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.

When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.

Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.

25. 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.

Ref. Enquiry No.: PE/PG/SGI/E-7036/2022, Dated 08.08.2022

In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

26. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT /contract, from the bills along with due interest.
27. **Dispatch Markings:** - Each box shall be marked with Capital Letters in "Red" indicating: Main Supply OR Commissioning spare OR Mandatory Spare for **1X 660 MW SAGARDIGHI TPP EXTENSION UNIT 5, P.O. Manigram, District - Murshidabad, PIN:742237, West Bengal, India** Each package/Drum delivered under the contract shall be marked by supplier as per details listed below and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated) for purposes of identification.
- Each and every box(package) shall be marked with following: -
- 1) Name and address of the consignee.
 - 2) Project Reference.
 - 3) Name of Supplier
 - 4) P.O. reference no. along with package name.
 - 5) Packing No. (1/10, 2/10, 3/10 when there are 10 packages for one consignment)
 - 6) The Gross weight and net weight of the package.

Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "DEEP DRY", "HANDLE WITH CARE", IMPORTANT etc.

Two copies of respective standard manufacturer's erection instruction /operation manual shall be provided for immediate reference by BHEL site.

The Copy of complete Packing list for the consignment must be put inside the Box/Boxes.

12 copies of supplier's Erection/ Instruction manuals to be given to the BHEL, PEM, PPEI Noida and 3 copies to BHEL, PSER, Sagardighi site within 30 days of dispatch for handing over to Customer/BHEL site.

Items like pumps, Valves, Hoists, Cranes, etc. shall essentially have O&M Manuals and E&C guidelines duly enclosed in the packing box.

28. Bidders have to comply the Instructions to Packing List (**Annexure-II**).
29. The Evaluation Currency for this tender shall be INR.
30. If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e-procurement, in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch.
31. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL websites only (www.pem.bhel.com., www.bhel.com & [https:// eprocurebhel.co.in](https://eprocurebhel.co.in)) under subject tender reference. Bidders are requested to visit our websites from time to time to keep themselves updated. Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender. For Bidders' convenience, the Helpdesk Nos. of E-Procurement (NIC) Portal is available at website i.e. <https://eprocurebhel.co.in>:
32. All terms and conditions shall be as per NIT, SCC of project, GCC Rev.07 and corrigenda 01 to GCC Rev 07.

In the event of any contradiction, the terms and conditions mentioned, the order of preference shall be as mentioned in Cl. No. 36 of GCTC of GCC Rev. 07.

Ref. Enquiry No.: PE/PG/SGI/E-7036/2022, Dated 08.08.2022

33. Detailed offers are to be uploaded including the following along with the Price schedule as per BHEL format enclosed with NIT: -

- Acceptance of BHEL-PEM GCC Rev.07 and corrigenda 01 to GCC Rev 07.
- Acceptance of Special Conditions of Contract (SCC Rev.00) for the project.
- Technical & Commercial Deviations, if any along with Cost of withdrawal in bidding form
- Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of terms & instructions conveyed.
- Un-Priced price format duly filled in 'Quoted' or 'Q' in each column/row in bidding form
- Filled Format of Certification reg. Local content (annexure –I)
- Model Certificate in line with clause no. 23 of this NIT
- Relevant documents to meet the Technical PQR.

All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.

34. Site Address:

**Construction Manager - BHEL Site Office Unit-V
Sagardighi Thermal Power Project P.O. Manigram,
District - Murshidabad, PIN:742237, West Bengal, India**

35. In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date.

Thanking You

Yours faithfully,

For and on behalf of BHEL-PEM



**Chandramani
Engr./PG-I**

Enclosures:

1. Enquiry Letter (NIT)
2. Annexure-A - Delivery Schedule.
3. Technical Specification No. PE-TS-445-558-E005 (Rev.00)
4. Technical PQR
5. SCC Rev. 00
6. BOQ cum Price schedule
7. Format of Certification reg. Local content (annexure –I)
8. Instructions to Packing List (Annexure-II).
9. Format of Certification reg. Land Border (annexure –III)

ANNEXURE I
1 X 660 MW WBPDCS SAGARDIGHI EXTN UNIT V

GeM BID NO. -----, Dt:- --

Letter head of Company

Ref.....

Date.....

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

Subject: - Certification regarding local content

Dear Sir,

We hereby certify that items offered by us of ----- for **1 X 660 MW WBPDCS SAGARDIGHI EXTN UNIT V** meets the requirement of minimum local content in line with clause no. -- of NIT and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020. The Percentage (%) of Local content is%.

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

Yours very truly

----- (authorized signatory of company)

----- (firm name)

authorized signatory
of company

1 X 660 MW WBPDCS SAGARDIGHI EXTN UNIT V

GeM BID NO. -....., Dt:-

ANNEXURE -II (INSTRUCTIONS TO PACKING LIST)

For faster verification of bills, successful bidder to submit detailed Bill of Material (BOM) at the time of drawings/ documents submission after placement of PO. Each item of the BOM to be uniquely identified with item code no. or item Sl. No. Supplier to ensure that all items which will find separate mention in the packing list are covered in this detailed BOM.

Supplier to also give the following undertaking in the BOM:

“The BOM provided herewith completes the scope (in content and intent) of material supply under PO No. Dated Any additional material which may become necessary for the intended application of the supplied items/package will be supplied free of cost in most reasonable time.

Packing List must indicate:

- a) Packing size
- b) Gross weight and net weight of each package
- c) Contents of the package with cross reference to BOM item code no. / Sl. No.
- d) Quantity of each items separately.

The packing list must cover all the BOM items.

Supplier to give following undertaking in the packing list:

The Packing list provided herewith is as per BOM approved under PO No. ----

ANNEXURE III
1 X 660 MW WBPDC SAGARDIGHI EXTN UNIT V

GeM BID NO. -....., Dt:-

Letter head of Company

Ref.....

Date.....

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

Subject: - Certification regarding Land Border

Dear Sir,

I have read the clause regarding restrictions of procurement from a bidder of a country which shares a land border with India. I hereby certify that M/s (Organization name) is not from such a country and is eligible to be considered.

Note :- Bidder is requested to furnish the above undertaking on company letterhead from the highest competent authority at your end (i.e Owner, partner, CMD, Director, company secretariat etc.).

Yours very truly

..... (authorized signatory of company)

..... (firm name)

authorized signatory
of company

ANNEXURE - A

| Standard Delivery Schedule of PEM BOIs (ELECTRICAL) | | | | | | | | | | |
|--|--|---------------------|-------|--------------------|--|-------------------|-------------|--|---|--|
| Sl. No. | Package Code | Package name | DEPTT | BHEL Drawing No | Drawing Title | Primary/Secondary | BHEL Inputs | Drg Sch for Vendors | Standard Delivery Terms for Supply Portion | Scope of Services, (if any, as per Indent) and corresponding schedule for rendering the services |
| 1 | 558-13000-A | DISTRIBUTION BOARDS | ELECT | PE-V0-XXX-558-E501 | DATA SHEET OF LIGHTING DISTRIBUTION BOARDS | Primary | | R-0 within 14 days from PO & subsequent revisions within 10 days of comments received from BHEL. | For Lot-1: Within Four (04) months from date of CAT-1 approval of Primary drawing/documents or BHEL manufacturing clearance whichever is later, subjected to drawing/document submission/re-submission schedule as stipulated, in case of any delay in submission/re-submission of Primary drawing/documents, then same shall be reduced from the given delivery period. For Subsequent Lots: Within 4 months from Lot clearance by BHEL. MANDATORY SPARES (if applicable): Three (03) months from BHEL clearance. | |
| | | | | PE-V0-XXX-558-E902 | QUALITY PLAN OF LIGHTING DISTRIBUTION BOARDS | Primary | | | | |
| | | | | PE-V0-XXX-558-E502 | GA DRAWING OF LIGHTING DISTRIBUTION BOARDS | Primary | | | | |
| | | | | PE-V0-XXX-558-E503 | SCHEME DRAWING OF LIGHTING DISTRIBUTION BOARDS | Primary | | | | |
| | | | | PE-V0-XXX-558-E504 | DATA SHEET OF LIGHTING PANEL | Primary | | | | |
| | | | | PE-V0-XXX-558-E904 | QUALITY PLAN OF LIGHTING PANEL | Primary | | | | |
| | | | | PE-V0-XXX-558-E505 | GA DRAWING OF LIGHTING PANEL | Primary | | | | |
| | | | | PE-V0-XXX-558-E506 | SCHEME DRAWING OF LIGHTING PANEL | Primary | | | | |
| | | | | PE-V0-XXX-558-E507 | GA DRAWING OF LIGHTING TRANSFORMER | Primary | | | | |
| | | | | PE-V0-XXX-558-E903 | QUALITY PLAN OF LIGHTING TRANSFORMER | Primary | | | | |
| | | | | PE-V0-XXX-558-E508 | TYPE TEST REPORTS FOR LIGHTING DISTRIBUTION BOARDS | Secondary | | | | |
| | | | | PE-V0-XXX-558-E509 | TYPE TEST REPORTS FOR LIGHTING PANELS | Secondary | | | | |
| PE-V0-XXX-558-E510 | TYPE TEST REPORTS FOR LIGHTING TRANSFORMER | Secondary | | | | | | | | |

2. Bidders to comply the following terms for delivery :-
a. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
b. The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.
c. Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Specification, same shall be superseded by delivery specified in NIT .
d. Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Purchase group.
e. In case BHEL manufacturing clearance date is later than the date of Cat-1 approval of Primary drawing/documents, then the contractual delivery period will be calculated by setting off the time gap between Cat-1 approval date of Primary drawing/documents and the manufacturing clearance date, from any delay by vendor in submission/re-submission of Primary drawing/documents.



**1 X 660 MW SAGARDIGHI TPS
PRE-QUALIFICATION REQUIREMENTS
FOR DISTRIBUTION BOARDS**

PE-PQ-445-558-E005

REVISION NO.00 DATE 02/08/2022

SHEET NO. 1 OF 2

ITEMS : LDBs/ WDBs/ Lighting Panels

SCOPE: Supply: YES; Erection & Commissioning: NO.

| | |
|-------|--|
| 1 | Vendor should be designer & manufacturer of LDBs/ WDBs. |
| 2 (a) | Availability of temperature rise and degree of protection test certificates conducted at independent lab or witnessed by third party for LDBs/ WDBs. |
| 2 (b) | Availability of test reports (witnessed by third party) to establish in-house capability to carry out all Functional tests, HV test, IR measurement as per relevant IS for LDBs/ WDBs. |
| 3 | <p>Option -1: Performance certificates for min. two (2) years of trouble free operation at minimum two (2) different installations/sites for LDBs/ WDBs and lighting panel. Performance certificate should be from end user only. Performance certificates should not be more than ten (10) years old from the date of techno- commercial bid opening.</p> <p style="text-align: center;">OR</p> <p>Option-2 : Repeat orders received from two different purchasers/end users for LDBs/WDBs and lighting panel during last ten(10) years provided the gap between award of two PO's is minimum two (2) years.</p> <p style="text-align: center;">OR</p> <p>Option-3 : One (1) no. performance certificate (as per Option-1) and One (1) no. repeat order (as per Option-2)</p> |
| 4 | Capacity of manufacturing 8 nos. LDBs/WDBs, 30 nos. Lighting Panels per month. |
| 5 | Manufactured and supplied at least 25 nos. LDB's/ WDBs, 150 nos. lighting panels in one or more orders. |
| 6 | (Minimum 2 nos. purchase orders for the LDBs/WDBs) OR (1 no. purchase order for the LDBs/WDBs & 1 no. purchase order for the lighting panel) shall be submitted which should not be more than five (5) years old from the date of techno- commercial bid opening for establishing continuity in business. |

Notes:-

- The credentials for LDB/ WDB's should pertain to min. 100A rating and for LP's to min 63A incomer rating.
- In place of LDBs/ WDBs, documents submitted for LT switchgear panels shall also be considered.
- In place of Lighting Panels, documents submitted for wall mounted electrical JB's & feeder pillars etc. (with min. rating 63A) shall also be considered.

| | | | |
|--|---|--|---|
| <p>PREPARED BY: Sourabh Tiwari</p> <p><small>Digitally signed by Sourabh Tiwari DN: cn=Sourabh Tiwari, o=BHEL, ou=PS-PEM, email=sourabhtiwari@bhel.in, c=IN Date: 2022.08.02 15:07:54 +05'30'</small></p> <p>NAME: SOURABH TIWARI DESIGNATION: MANAGER</p> | <p>CHECKED BY: KAVITA GUPTA</p> <p><small>Digitally signed by KAVITA GUPTA DN: cn=KAVITA GUPTA, o=BHEL, ou=BHEL-PEM, email=kavitagupta@bhel.in, c=IN Date: 2022.08.02 15:19:46 +05'30'</small></p> <p>NAME: KAVITA GUPTA DESIGNATION: MANAGER</p> | <p>REVIEWED BY: okumar</p> <p><small>Digitally signed by okumar DN: cn=okumar, o=bhel, ou=bhel, email=okumar@bhel.in, c=IN Date: 2022.08.02 16:57:02 +05'30'</small></p> <p>NAME: OMKAR KUMAR DESIGNATION: DGM</p> | <p>APPROVED BY: Debasisa Rath</p> <p><small>Digitally signed by Debasisa Rath DN: cn=Debasisa Rath, o=bhel, ou=ps-pem, email=debasisarath@bhel.in, c=IN Date: 2022.08.02 17:05:02 +05'30'</small></p> <p>NAME: DEBASISA RATH DESIGNATION: DH-ELECT(AGM)</p> |
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**1 X 660 MW SAGARDIGHI TPS
PRE-QUALIFICATION REQUIREMENTS
FOR DISTRIBUTION BOARDS**

PE-PQ-445-558-E005

REVISION NO.00 DATE 02/08/2022

SHEET NO. 1 OF 2

4. Consideration of offer shall be subject to customer's approval of bidders, if applicable.
5. 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.
6. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
7. After satisfactory fulfillment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

PREPARED BY:

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NAME: OMKAR KUMAR
DESIGNATION: DGM

APPROVED BY:

Debasisa Rath

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NAME: DEBASISA RATH
DESIGNATION:
DH-ELECT(AGM)

PEM/PG-I BHEL, NOIDA
SPECIAL CONDITIONS OF CONTRACT (REV.00) DATED 28-04-2021
1X 660 MW SAGARDIGHI TPP EXTENSION UNIT 5



These Conditions shall be read and construed along with General Condition of Contract enclosed along with the tender enquiry. In case of any conflict or inconsistency, the condition given in special condition of contract shall prevail over the general condition of the contract and its corrigenda, if any.

- 1.0 **Project Name** : Sagardighi Thermal Power Extension Project Phase- III, Unit 5 [1X660MW, Supercritical]
- 2.0 **Customer** : West Bengal Power Development Corporation Limited.
- 3.0 **Consignee-Ship to Address {to be mentioned in LR/RR, consignment note}** : Construction Manager-BHEL Site office Unit-V
Sagardighi Thermal Power Project
P.O. Manigram,
District - Murshidabad, PIN:742237, West Bengal, India
- 4.0 **Consignee/Buyer's Name (Bill To) To be mentioned in Supplier's Invoice** : For Supply Packages: (Purchase order by BHEL-PEM):
Bharat Heavy Electricals Limited
Power Sector – Project Engineering Management
PPEI Building, Plot No.25, Sector-16A,
Noida-201301 (Uttar Pradesh)
GSTIN No. – 09AAACB4146P2ZC
- For Turnkey Packages: (LOA by BHEL-PEM and PO by BHEL-PSER, Sagardighi site):
Construction manager, BHEL Site office,
1X660 MW WBPDCS SAGARDIGHI TPP EXTENSION UNIT 5
P.O. Manigram, District - Murshidabad, PIN:742237, West Bengal, India
BHEL PSER GSTIN No.- 19AAACB4146P1ZC
- 5.0 **BHEL Site Office Address** : Construction Manager
BHEL site office Unit-V
Sagardighi Thermal Power Project
P.O. Manigram, District - Murshidabad, PIN:742237, West Bengal, India
- 6.0 **Customer Address** : Deputy General Manager (I/C projects)
Sagardighi Thermal Power Project
P.O. Manigram,
District - Murshidabad, PIN:742237, West Bengal, India
- 7.0 **Mode of Dispatch** : By Rail/Road on Door Delivery and freight Pre-Paid Basis.
Nearest Railway Station :- Manigram
- 8.0 **Road Permit/Way Bill Required** : Yes. Supplier to generate the e-waybill at their end and furnish the scanned copy of e-waybill along with dispatch document to BHEL immediately on dispatch. In case of default, supplier shall be held responsible.
- 9.0 **Project Consultant** : DCPL
- 10.0 **Material Inspection Procedure** : All equipment's/items under inspection category shall be sub categorized as follows:
- CAT-A: QAP will be submitted to WBPDCS / DCPL for approval. Inspection activities will be jointly witnessed by BHEL QC / TPIA and WBPDCS/TPIA of WBPDCS as per approved QAP witness/hold points.
- CAT-B: QAP will be submitted to WBPDCS / DCPL for approval. Inspection shall be carried out by BHEL QC/TPIA only.
- CAT-C: These are non QAP items and shall be accepted by BHEL QC/ TPIA on the basis of review of manufacturer's test certificate / certificate of compliance (COC) / internal

PEM/PG-I BHEL, NOIDA
SPECIAL CONDITIONS OF CONTRACT (REV.00) DATED 28-04-2021
1X 660 MW SAGARDIGHI TPP EXTENSION UNIT 5



inspection report/ guarantee certificate etc. issued by the equipment manufacturer itself confirming all the technical and contractual requirements. For these items, submission of QAP and approval by WBPDCCL are not envisaged. However, quality of these items must be ensured through respective BHEL QC.

Vendor to give five (05) days advance notice for stage inspection and ten (10) days for final inspection.

Details for Inspection procedure involving the TPIA shall be intimated later by BHEL/ WBPDCCL.

- 11.0 **Clearance for Dispatch of materials** : MDCC will be issued by BHEL/WBPDCCL.
- 12.0 **Prior Dispatch intimation to BHEL Site Office and Underwriters** : YES
NOTE :- One set consisting dispatch documents indicating the items dispatched (with their gross and net weights) and after informing the underwriters about the value of consignment and dispatch details to be sent to following
a) BHEL Site Office
b) BHEL- PEM, PPEI - Noida(U.P)
c) Insurance Co.
It is Vendor's responsibility to ensure availability of trucks well in advance where consignment will require more number of trucks to be deployed for dispatch. No concession for non-availability of trucks, after having given dispatch clearance shall be admissible.
- 13.0 **Transit Insurance** : By BHEL (vendor to intimate the underwriters quoting the insurance policy no. as below)
- 14.0 **Insurance Policy No. For intimation to Underwriters (Contact Person)** : Policy details and number shall be informed later
- 15.0 **a. Customer GST No.** : 19AABCT3027C1ZQ
b. BHEL-PEM GST No. : 09AAACB4146P2ZC
c. BHEL PSER GST No. : 19AAACB4146P1ZC
- 16.0 **Unloading at site** : BY BHEL site for supply packages.
(The supplier shall give LR wise Gross Wt. Of the consignment for the purpose of handling the consignment by BHEL site loading/unloading Contractor.)
By Vendor for turnkey packages (Scope consists of supply and Erection & Commissioning).

NOTE: - Please note that unloading of materials at site shall take at least 3-4 days. As such, transporters to be advised suitably before dispatch of materials in this regard. Also, no claim on a/c of delay in unloading shall be entertained.
- 17.0 **Storage and handling at site** : By BHEL site for supply packages

By Vendor for Turnkey packages* (Scope consists of supply and Erection & Commissioning).

PEM/PG-I BHEL, NOIDA
SPECIAL CONDITIONS OF CONTRACT (REV.00) DATED 28-04-2021
1X 660 MW SAGARDIGHI TPP EXTENSION UNIT 5



*Any shortages or damages during unloading and handling at site, including at the time of erection and commissioning, shall be made good by the Seller/ Contractor at his risk and cost, to meet the project schedule. In case of faults/ discrepancies in any material, component, sub-assembly, assembly, etc., the same shall be supplied/ replenished free of cost to enable the equipment to be put to service.

- 18.0 **Movement of Material within Site** : By BHEL/BHEL appointed agency for supply packages
By Vendor for Turnkey packages Scope consists of supply and Erection & Commissioning).
No movement of loose materials shall be allowed. Items are to be properly packed to ensure proper and safe transportation & storage at site.
- 19.0 **Paying Authority** : For packages where PEM will issue the Purchase Order: BHEL PEM will be the paying authority.
For packages where PEM will issue only the LOA and Purchase Order shall be issued by PSER: BHEL Sagardighi Site /PSER will be the paying Authority.
- 20.0 **Documents Required (for supply + freight payment)** : Original + 2 Copies of the following documents: -
1. Invoice checklist duly signed and stamped
2. Invoice
3. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy)
4. Packing List – Clearly showing number of packages, gross weight net weight.
5. Copy of BHEL MDCC
6. Guarantee Certificates as per GCC.
7. Copy of insurance Intimation.
8. PVC Calculation, and copy of all applicable indices, if PVC applicable as per NIT
9. Transporters document indicating the freight amount
10. Document as proof of Declaration by supplier that GST payment has been made on GST portal to be submitted for GST claim.
11. For claiming PVC if applicable as per NIT, invoice to be submitted on PO unit rates and PVC to be claimed as separate debit/credit note. The debit/ credit note to be submitted along with the main invoice.
- 21.0 **Documents Required (for MRC payment)** Original + 2 Copies of the following documents:-
a. Invoice
b. Copy of MRC
c. Proof of submission of final documents (6 sets)
d. O&M Manuals (2CD's + 15 Hardcopies)
NOTE:-
1. Customer or his representative will be involved for inspection as per approved Quality Plan.
2. MDCC will be issued by BHEL in line with approved BBU.
3. The supplier during inspection of Main supplies & Mandatory Spares by BHEL/BHEL TPIA, WBPDC/ WBPDC-Nominee shall obtain separate MDCC for Main Supplies & Separate MDCC for Mandatory Spares in line with the approved Billing Break Up.
4. It is deemed that copy of complete set of dispatch documents along with necessary TCs will be submitted to BHEL on the date of dispatch.
- 22.0 **Material Certificate(MRC)** : Responsibility to obtain MRC from customer at site
a) For Supply Packages:- For supply packages BHEL- PEM will arrange MRC from BHEL Site. However supplier/contractor shall provide support for verification of material at site, if required.
b) For Turnkey Packages:- By Vendor, where Supply/ Erection and commissioning is under Vendor's scope.



- 23.0 Dispatch markings** : Each box shall be marked with Capital Letters in "Red" indicating : Main Supply OR Commissioning spare OR Mandatory Spare for 1X 660 MW SAGARDIGHI TPP EXTENSION UNIT 5, P.O. Manigram, District - Murshidabad, PIN:742237, West Bengal, India Each package/Drum delivered under the Contract shall be marked by Supplier as per details listed below and such marking must be distinct and in English Language (all previous irrelevant markings being carefully obliterated) for purposes of identification. Each and every box(package) shall be marked with following:-
- 1) Name and address of the consignee.
 - 2) Project Reference.
 - 3) Name of Supplier
 - 4) P.O. reference no. along with package name.
 - 5) Packing No. (1/10, 2/10, 3/10 when there are 10 packages for one consignment)
 - 6) The Gross weight and net weight of the package.
- Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "DEEP DRY", "HANDLE WITH CARE", etc.
- IMPORTANT**
- Two copies of respective standard manufacturer's erection instruction /operation manual shall be provided for immediate reference by BHEL site.

The Copy of complete Packing list for the consignment must be put inside the Box/Boxes.

12 copies of supplier's Erection/ Instruction manuals to be given to the BHEL, PEM, PPEI-Noida and 3 copies to BHEL, PSER, Sagardighi site within 30 days of dispatch for handing over to Customer/BHEL site.

Items like pumps, Valves, Hoists, Cranes, etc. shall essentially have O&M Manuals and E&C guidelines duly enclosed in the packing box.

- 24.0 Commissioning Spares** : The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details i.e. dispatch (to match the description given in the packing slip) to facilitate their proper identification. One Copy of Packing list must be put inside the Box.

- 25.0 Mandatory Spares** : Supplies of spares will be separate from main supply and separate manufacturing clearance shall be given for mandatory spares. The Mandatory spares shall be properly packed separately in separate boxes & boxes should be painted in red indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the WBPDC approved BBU for Mandatory spares & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer M/s WBPDC. One Copy of Packing List must be put inside the BOX along with Manufacturing drawing no. reference, Catalogue reference etc.

Note :- MDCC for mandatory Spares shall be issued only after receipt of detailed list of mandatory spares & photographs before final packing clearly showing mandatory spares with due tagging as per packing list (to be sent over mail/CD). Separate dispatch clearance will be issued for the mandatory spares in line with availability of customer's stores at site.

- 26.0 Statutory Clearance and License (For turnkey packages)** : Bidder has to arrange and obtain all statutory clearances and required licenses at their own cost without any financial implication on BHEL.

- 27.0 Health, Safety and Environment (HSE) (For turnkey packages)** : The bidder will comply with HSE (Health, Safety & Environment) requirements of BHEL and follow all applicable Operational Control Procedures (OCPs) within quoted rate/ price.
Refer Document Number: HSEP:14-SGD Rev.: 02, DATE: 01.09.2020. Refer Document

PEM/PG-I BHEL, NOIDA
SPECIAL CONDITIONS OF CONTRACT (REV.00) DATED 28-04-2021
1X 660 MW SAGARDIGHI TPP EXTENSION UNIT 5



Title: Health, Safety and Environment Plan for Site Operation by Subcontractors for Sagardighi.

28.0 Responsibilities with regard to employment of Labour etc. (For turnkey packages)

: Recruitment of Local Labour:

Local labours shall be engaged for unskilled work. Preference may also be given for appointment of local people in semiskilled and skilled categories, if such suitable persons are available.

Labour Laws and Local Regulations:

The Contractor shall abide by the prevailing labour laws and shall have to obtain labour license from the appropriate authority as per the law at his cost and shall indemnify the Purchaser about his financial and other obligations arising out of labours/workers employed by him. On obtaining the labour license, the Contractor at appropriate time shall submit certified photocopy of the same to the Purchaser. The Contractor and its sub-contractor (s) shall possess valid PF & ESI Code.

Wages and Working Hours:

The Contractor shall pay rates of Wages and observe hours and conditions of labour not less favourable than those established for the trade or industry in the district where the work is carried out but not less than the applicable minimum wages or by machinery of negotiation or arbitration to which the parties are organizations of employers and trade union's representatives respectively of substantial proportions of the employers and workers engaged in the trade or industry in the district. In the absence of any rates of Wages, hours or conditions of labour so established the Contractor shall pay rates of wages and observe hours and conditions of labour which are not less favorable than the general levels of wages and hours and conditions observed by other contractor whose general circumstances in the trade or industry in which he is engaged are similar.

Contractor to furnish return of labour employed:

The Contractor shall, if required by the Engineer, deliver to the Engineer or to his office a return in such form and at such intervals as the Engineer may prescribe showing in detail category-wise number of classes of labour from time to time employed by the Contractor on the Site and such information respecting construction machinery as the Engineer may require.

The Contractor shall make his own arrangements for the engagement of all labour and provide on the Site in so far as the Contract otherwise provides, for the transport, housing, feeding and payment thereof.

The Contractor shall, so far as is reasonably practical, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer an adequate supply of drinking and other water for the use of his staff and labour.

Other Requirements:

- a) The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulation or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub-contractor(s), agents of employees.
- b) The Contractor shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit the same as aforesaid.
- c) The Contractor shall in all dealings with labour in his employment have a due regard to all recognized festivals, days of rest and religious or other customs.

PEM/PG-I BHEL, NOIDA
SPECIAL CONDITIONS OF CONTRACT (REV.00) DATED 28-04-2021
1X 660 MW SAGARDIGHI TPP EXTENSION UNIT 5



- d) In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local municipal or sanitary authorities for the purpose of dealing with and overcoming the same.
- e) The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the Site against the same.
- f) The Contractor shall be responsible for observance by his sub-contractor(s) of the foregoing provisions.

Contractor shall deploy only qualified and experienced engineers/ supervisors. They shall have professional approach in executing the work.

The contractor's supervisory staff shall execute the work in the most professional manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. They shall be responsible to ensure that the assembly and workmanship conform to dimensions and tolerances given in the drawings/instructions given by BHEL engineer from time to time.

The supervisory staff employed by the contractor shall ensure proper outturn of work and discipline on the part of the labour put on the job by the contractor. Also in general they should see that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or other contractors of BHEL or BHEL 's client.

If at any time, it is found that the contractor is not in a position to deploy the required engineers/supervisors/workmen due to any reason, BHEL shall have the option to make alternate arrangements at the contractor's risk and cost.

29.0 Type of Project

Project Import Route (Non Mega)

30.0 Taxes and duties

- :
- i) Concessional Custom duty in line with the Essentiality certificate issued by customer shall be applicable for packages for which CIF content is available as per NIT.
 - ii) GST- CGST/SGST/IGST: as per GCC Rev 07 or further revisions of BHEL PEM GCC as applicable for the specific Tender enquiry.
 - iii) Vendor has to comply the BOCW norms as per details of activities noted vide relevant Annexure of NIT.

Information as per Annexure-1 shall be provided by supplier in the GST compliant invoice.

Vendor may collect TCS under section 206C(1H) of Income Tax Act,1961 if applicable. In case, vendor collects TCS under section 206C(1H) of Income Tax Act,1961, following compliance is required.

- a) TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
- b) Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
- c) You shall be required to submit certificate of TCS in Form no. 270 within 15 days from the due date for furnishing the statement of tax collected at the source.

In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: -

PEM/PG-I BHEL, NOIDA
SPECIAL CONDITIONS OF CONTRACT (REV.00) DATED 28-04-2021
1X 660 MW SAGARDIGHI TPP EXTENSION UNIT 5



"I/We hereby declare that I/We are not required to collect TCS" under section 206C(1H) of Income Tax Act,1961, on this bill.
In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
Vendor shall comply with all statutory amendment/notifications in this respect

**31.0 Construction power &
Construction water**

Construction power shall be provided on free of charge. Construction water shall be provided free of cost. However, metering arrangement shall be established for measuring electricity & water consumption.

PEM/PG-I BHEL, NOIDA
SPECIAL CONDITIONS OF CONTRACT (REV.00) DATED 28-04-2021
1X 660 MW SAGARDIGHI TPP EXTENSION UNIT 5



ANNEXURE -1 TO SCC

Excerpts from Chapter VI for compliance of GST Invoice as per Rule 46
TAX INVOICE, CREDIT AND DEBIT NOTES

46. Tax invoice.- Subject to rule 54, a tax invoice referred to in section 31 shall be issued by the registered person containing the following particulars, namely,-
- (a) name, address and Goods and Services Tax Identification Number of the supplier;
 - (b) a consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolised as "-" and "/" respectively, and any combination thereof, unique for a financial year;
 - (c) date of its issue;
 - (d) name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
 - (e) name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is fifty thousand rupees or more;
 - (f) name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is less than fifty thousand rupees and the recipient requests that such details be recorded in the tax invoice;
 - (g) Harmonised System of Nomenclature code for goods or services;
 - (h) description of goods or services;
 - (i) quantity in case of goods and unit or Unique Quantity Code thereof;
 - (j) total value of supply of goods or services or both;
 - (k) taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
 - (l) rate of tax (central tax, State tax, integrated tax, Union territory tax or cess);
 - (m) amount of tax charged in respect of taxable goods or services (central tax, State tax, integrated tax, Union territory tax or cess);
 - (n) place of supply along with the name of the State, in the case of a supply in the course of inter-State trade or commerce;
 - (o) address of delivery where the same is different from the place of supply;
 - (p) whether the tax is payable on reverse charge basis; and
 - (q) signature or digital signature of the supplier or his authorized representative:
- (r) Quick Reference code, having embedded Invoice Reference Number (IRN) in it, in case invoice has been issued in the manner prescribed under sub-rule (4) of rule 48".

| | PREPARED BY | CHECKED BY | REVIEWED BY | APPROVED BY |
|--------------------|------------------------|------------------------|-------------------------|------------------------|
| Name: | TARUN ARYA | ASHUTOSH SHARMA | HASEEN AHMED | B. L. BEDI |
| Designation | DY MANAGER /PEM (PG I) | DY MANAGER /PEM (PG I) | SR. MANAGER /PEM (PG I) | AGM(DH)/ PEM (PG I&II) |
| Signature | | | | |
| Date | | | | |