



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/4549841

Dated/दिनांक : 30-01-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	09-02-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	09-02-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10090001-edn Bangalore
Total Quantity/कुल मात्रा	39
Item Category/मद केटेगरी	PROFIBUS ITEMS FOR KORBA ST-I, II, III FGD (Q3) , TECH. SERVICES AT BHEL/EDN FOR NTPC KORBA (Q3) , TECH. SERVICES AT NTPC KORBA SITE (Q3) , TRAINING FOR NTPC KOBRA PROJECT (Q3) , PROFIBUS ITEMS FOR KAHALGAON ST-I, II FGD (Q3) , TECH. SERVICES AT BHEL/EDN FOR KAHALGAON (Q3) , TECH. SERVICES AT NTPC KAHALGAON SITE (Q3) , TRAINING FOR NTPC KAHALGAON PROJECT (Q3) , PROFIBUS ITEMS FOR SIPAT ST-II FGD (Q3) , TECH. SERVICES AT BHEL/EDN FOR NTPC SIPAT (Q3) , TECH. SERVICES AT NTPC SIPAT SITE (Q3) , TRAINING FOR NTPC SIPAT PROJECT (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
ITC available to buyer/क्रिता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	PROFIBUS ITEMS FOR KORBA ST-I, II, III FGD

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Group wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers

as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Evaluation Method (Group Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Consignee /Reporting Officer	Consignee Address	Quantity
PROFIBUS ITEMS FOR NTPC KORBA	Profibus Items For Korba St-i, Ii, Iii Fgd	Bhaskar Reddy Kasireddy	MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India 560026	1
	Tech. Services At Bhel/edn For Ntpc Korba	Bhaskar Reddy Kasireddy	MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India 560026	5
	Tech. Services At Ntpc Korba Site	Bhaskar Reddy Kasireddy	MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India 560026	5
	Training For Ntpc Kobra Project	Bhaskar Reddy Kasireddy	MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India 560026	5
PROFIBUS ITEMS FOR NTPC KAHALGAON	Profibus Items For Kahalgaon St-i, Ii Fgd	Bhaskar Reddy Kasireddy	MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India 560026	1
	Tech. Services At Bhel/edn For Kahalgaon	Bhaskar Reddy Kasireddy	MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India 560026	5

	Tech. Services At Ntpc Kahalgaon Site	Bhaskar Reddy Kasireddy	MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India 560026	5
	Training For Ntpc Kahalgaon Project	Bhaskar Reddy Kasireddy	MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India 560026	5
PROFIBUS ITEMS FOR NTPC SIPAT	Profibus Items For Sipat St-ii Fgd	Bhaskar Reddy Kasireddy	MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India 560026	1
	Tech. Services At Bhel/edn For Ntpc Sipat	Bhaskar Reddy Kasireddy	MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India 560026	2
	Tech. Services At Ntpc Sipat Site	Bhaskar Reddy Kasireddy	MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India 560026	2
	Training For Ntpc Sipat Project	Bhaskar Reddy Kasireddy	MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India 560026	2

PROFIBUS ITEMS FOR KORBA ST-I, II, III FGD (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Bhaskar Reddy Kasireddy	560026,MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India	1	150

TECH. SERVICES AT BHEL/EDN FOR NTPC KORBA (5 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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100%	NA

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1	Bhaskar Reddy Kasireddy	560026,MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India	5	150

TECH. SERVICES AT NTPC KORBA SITE (5 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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100%	NA

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1	Bhaskar Reddy Kasireddy	560026,MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India	5	150

TRAINING FOR NTPC KOBRA PROJECT (5 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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100%	NA

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1	Bhaskar Reddy Kasireddy	560026,MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India	5	150

PROFIBUS ITEMS FOR KAHALGAON ST-I, II FGD (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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100%	NA

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1	Bhaskar Reddy Kasireddy	560026,MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India	1	180

TECH. SERVICES AT BHEL/EDN FOR KAHALGAON (5 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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100%	NA

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TECH. SERVICES AT NTPC KAHALGAON SITE (5 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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100%	NA

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1	Bhaskar Reddy Kasireddy	560026,MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India	5	180

TRAINING FOR NTPC KAHALGAON PROJECT (5 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

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100%	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Bhaskar Reddy Kasireddy	560026,MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India	5	180

PROFIBUS ITEMS FOR SIPAT ST-II FGD (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

DrawingDocument1	View
DrawingDocument2	View
DrawingDocument3	View

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Bhaskar Reddy Kasireddy	560026,MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India	1	105

TECH. SERVICES AT BHEL/EDN FOR NTPC SIPAT (2 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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DrawingDocument3	View

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Bhaskar Reddy Kasireddy	560026,MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India	2	105

TECH. SERVICES AT NTPC SIPAT SITE (2 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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DrawingDocument2	View
DrawingDocument3	View

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Bhaskar Reddy Kasireddy	560026,MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India	2	105

TRAINING FOR NTPC SIPAT PROJECT (2 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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DrawingDocument2	View
DrawingDocument3	View

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Bhaskar Reddy Kasireddy	560026,MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India	2	105

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Applicable "ATC DOCUMENT FOR GeM Bid" document is attached along with bid documents .
2. For Services (Tech. Service & Training) - Bidder has to submit activity completion certificate from End user along with Tax Invoice for bill processing.
3. **Performance security** and **Integrity Pact** applicable for subject Bid and details attached along with bid documents.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in


the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

---Thank You/धन्यवाद---

REQUEST FOR QUOTATION - ONLINE BIDDING

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: KBRE000136	Due Date/Day: 15.01.2024 MON Time : 13:00 HRS
		RFQ DATE : 04.01.2024	
MMI:PU:RF:003	Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. "Quotation to be submitted in E Procurement portal only"		
		(for all correspondence) Purchase Executive : BHASKER REDDY K Phone : 080-26998080 Fax : E-mail: bhaskerkasireddy@bhel.in	

SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	EC-001 TECH.SERVICES AT BHEL/EDN FOR NTPC KORBA * HSN/SAC : 9954	12	AU	2 5 5	26.02.2024 26.02.2024 26.02.2024
2	EC-002 TECH.SERVICES AT NTPC KORBA SITE * HSN/SAC : 9983	12	AU	5 2 5	26.02.2024 26.02.2024 26.02.2024
3	EC-012 TRAINING FOR NTPC KOBRA PROJECT * HSN/SAC : 9032	12	AU	2 5 5	26.02.2024 26.02.2024 26.02.2024
4	SN0659420180 PROFIBUS ITEMS FOR SIPAT ST-II FGD * HSN/SAC : 7607 Test Certificate PROFIBUS ITEMS FOR SIPAT ST-II FGD as per PSPEC PS4102112	1	NO	1	26.02.2024
5	SN0659420198 PROFIBUS ITEMS FOR KORBA ST-I,II,III FGD * HSN/SAC : 7607 Test Certificate PROFIBUS ITEMS FOR KORBA ST-I,II,III FGD as per PSPEC PS4102112	1	NO	1	26.02.2024
6	SN0659420201 PROFIBUS ITEMS FOR KAHALGAON ST-I,II FGD * HSN/SAC : 7607 Test Certificate PROFIBUS ITEMS FOR KAHALGAON ST-I,II FGD as per PSPEC PS4102112	1	NO	1	26.02.2024

Total Number of Items - 6

- 1.
- 2.

NOTES:

1. This RFQ is governed by:
 - a) INSTRUCTIONS TO BIDDERS/SELLERS and GENERAL CONDITIONS OF CONTRACT FOR PURCHASE available at <http://edn.bhel.com> (RFQ-PO Terms & Conditions)
 - b) Any other specific Terms and Conditions mentioned. of offers are required to furnish authorization letter for the same.
 2. Tender Result can be viewed in the website.
- * The HSN/SAC no mentioned against the line items in the RFQ are indicative only.

For and On behalf of BHEL.

BHASKER REDDY K
Control Equipment



PURCHASE SPECIFICATION FOR PROFIBUS
SYSTEM FOR FGD PROJECT

PS/410/2112

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**TECHNICAL SPECIFICATION
FOR
FIELDBUS (PROFIBUS) SYSTEM FOR
FGD PROJECTS OF**

- a) NTPC Korba Stg -I,II,III (3x200MW,3x500MW,1x500MW)
- b) NTPC Kahalgaon Stg-I,II (4x210MW,3x500MW)
- c) NTPC Sipat Stg-II (2x500MW)

TITLE
PURCHASE SPECIFICATION FOR
PROFIBUS SYSTEM FOR FGD PROJECT

Dept
Code

410

DRN.

NAME

SIGN

Date

PRPD.

RKP

Ravindra P

30.11.2023

CHKD.

MK

MK

30.11.2023

APPD.

SBB

SBB

30.11.2023



**PURCHASE SPECIFICATION FOR PROFIBUS
SYSTEM FOR FGD PROJECT**

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REVISION HISTORY SHEET

Rev No	Date	Nature of change	Reason	Prepared By	Checked By	Approved By
00	30.11.2023	First issue	-	RAVI KUMAR POGIRI	MUKESH KUMAR	S B BANIK



**PURCHASE SPECIFICATION FOR PROFIBUS
SYSTEM FOR FGD PROJECT**

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SECTION	DESCRIPTION	PAGE NO.
A	GENERAL INSTRUCTIONS TO BIDDERS	4
B	PRE-QUALIFICATION REQUIREMENTS	5-6
C	SCOPE OF SUPPLY	7-8
D	TECHNICAL REQUIRMENTS	9-14
E	BOQ & PRICING SHEET	15-19
F	EXCLUSION SCOPE (Annexure III)	20

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**PURCHASE SPECIFICATION FOR PROFIBUS
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SECTION A:

GENERAL INSTRUCTIONS TO BIDDERS

1. All required documents against this Tender/Specification shall be submitted in English only.
2. Bidders are required to offer the Profibus components as detailed in this specification for FGD Projects.
3. In order to accept the Technical offers / proposals from Bidders for the contract in this Specification, certain Pre-qualification criteria are required to be met by Bidder (refer section B). Refer Sections C for Scope, Section D for Technical Spec and Section E for BOQ/Pricing sheet
4. Pre-qualification requirements (PQR) are clearly mentioned in Section-B of this Specification. Bidder to read the same carefully and submit the details required for BHEL's acceptance separately.
5. In case Bidder does not meet Pre-qualification requirements, their offer will be summarily rejected and Bidder's Technical offers will not be evaluated.
6. **Evaluation methodology:**
 - a) BHEL shall initially open Bidder's PQR documents only as per Section-B of this specification for review & acceptance.
 - b) Only after acceptance of PQR reference documents, BHEL shall open Bidder's technical offers for evaluation.
 - c) In the event of acceptance of Bidder's technical offers, the names of such Bidders along with details provided by them for PQR and details of technical offers, shall be submitted to End users / customers for their acceptance / approval. Commercial bids of only accepted / approved Bidders by End users / Customers shall be considered by BHEL for further processing.
7. Bidders are required to submit offers as detailed below:
 - a) Documents pertaining to Pre-Qualification requirement (Section B of this Specification) shall be in a separate cover / soft-folder with reference no. "PS/410/2112/PQR Section B" marked on it.
 - b) Technical offers/proposals for this contract, whose requirements are mentioned in Sections C and D & Section E will be submitted in separate cover / soft-folder with reference "PS/410/2112/ Section C & D", "PS/410/2112/ Section E" marked on it respectively.
8. Whenever required during evaluation of PQR and Technical offers/bids, vendor is required to be present at BHEL Electronic Division, Bangalore, for discussions. Further in the event of order, during approval of the vendor documents by End users/Customers, if needed vendor shall accompany BHEL representative for discussions.

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SECTION B:

PRE-QUALIFICATION REQUIREMENTS

1. Bidder shall be the OEM of the Profibus components satisfying the IEC61158 standard for Profibus communication as detailed in this specification or authorized manufacturer/dealer of OEM in India. If Bidder is not an Original Equipment Manufacturer (OEM), then Bidder to include Authorization letter from OEM for Design, Engineering, Assembly, Testing, supply, and Servicing of the offered products. This Authorization letter provided by OEM to Bidder shall indicate the Type and Duration of the agreement. Such authorized agents shall be legally registered in India for carrying out above activities. They have to mention clearly in the bidding as Non-OEM & OEM name to be indicated by providing above information. Submit Reference List of Projects wherein offered Profibus components are supplied & commissioned as integrated system.
2. Bidders should note that the offered systems should have been supplied and installed for Power plant/process based industry applications.
3. The FIELDBUS (PROFIBUS) BASED COMMUNICATION COMPONENTS should have formed part of any process control loop of power plant/process industry.
4. Reports on successful erection & commissioning like end user certificates from customer with plant address, designation of the customer & contact details etc. for the completed jobs.
5. OEM shall furnish an undertaking that in case of change of Indian representative / agent, OEM shall continue to support supplies w.r.t to service and supply of spare parts.
6. Bidders who are making the offer for this tender shall have authorized representatives in India for support related to documentation, Erection, Commissioning, Technical services as mentioned under Section E, Subsection EB (TS-A, TS-B, TS-C) & any other co-ordination work required.
7. Bidder shall submit following Type Test Report for Solid state/ Electronic Cards of offered components.
 - I. Surge withstanding capacity (SWC) as per ANSI 37.90.1/IEEE-472/Suitable class of EN 61000-4-12 which is equivalent to ANSI 37.90.1/IEEE-472.
 - II. Dry Heat test as per IEC-68-2-2 or equivalent.
 - III. Damp Heat test as per IEC-68-2-3 or equivalent.
 - IV. Vibration test as per IEC-68-2-6 or equivalent.
 - V. Electrostatic discharge tests as per EN 61000-4-2 or equivalent.
 - VI. Radio frequency immunity test as per EN 61000-4-6 or equivalent.
 - VII. Electromagnetic Field immunity as per EN 61000-4-3 or equivalent.

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8. In case of rejection during usage of item in production, supplier shall support for replacement at BHEL EDN and in failure analysis in case of quality issues at their own cost within 2 weeks from date of intimation or mutually agreed period.
9. If the bidder is supplying for the first time to BHEL then Bidder should have successfully obtained sample evaluation and acceptance by BHEL-EDN for the item quoted as per BHEL specifications/requirements, before submission of bid. Samples shall be provided to BHEL, 14 working days prior to bid opening date.
10. If the bidder has supplied the offered make and model earlier to BHEL for minimum 01 such PO then purchase order copies along with invoices and delivery challans, (not older than 3 years as on the date of bid opening) for the offered / similar item to be submitted to BHEL.
11. Submit Unpriced Purchase Order copies for executed projects.
12. Name & registered address of the Indian branch office or Indian representative for support of sales service, with Organization chart.
13. Bidder shall have facility in India for Engineering activities, preparation of Documents, trouble shooting and calibration of the system. Submit these details.

Important note: In case Bidder does not submit details mentioned in above clauses or meet the requirements of Pre-qualification requirements, offers will be summarily rejected and Bidder's Technical offers/proposals will not be evaluated.

Bidder has to submit PQR checklist / tabulation sheet mentioning the page numbers / references from their submitted offer against Section-B



**PURCHASE SPECIFICATION FOR PROFIBUS
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SECTION C

SCOPE OF SUPPLY

This technical specification is bifurcated in two broad sections;

“Product Section” defined in Section E as EA and “Service Section” defined in Section E as EB respectively.

- a) Detailed BOQ is specified in Section E sub section EA under Annexure I,II,III for material supply
- b) Technical services & Training is specified in section E sub section EB.
- c) Annexure IV details the Exclusion scope.

The scope includes Design, Engineering, Manufacturing, Testing of various components at vendor works. These items shall be mounted in BHEL-DCS panel. Vendor to provide supervision during engineering, testing, Erection and Commissioning, site acceptance of integrated Test (SAT) and protocol signing with end customer.

Any product or service not included in above referred section/spec however required for completeness of the system has to be included by vendor. It is the responsibility of the vendor to ensure that all the components other than those mentioned in **Annexure –IV (Exclusion)** are considered in the offer to make the system complete.

General Conditions.

1. In case of any query on the Technical matter w.r.t. BHEL Specification, Bidder shall contact BHEL, within 1 week of receipt of Enquiry for seeking clarifications. This shall not be used for seeking bid submission due date extension. No query shall be entertained, after Bid submission completion.
2. In Annexure-I,II,III BHEL has proposed the grouping of JB's/Segments and DP devices per Profibus `master. Vendor can propose changes to these groupings, if any, because of system limitations/design and propose the system accordingly after discussion with BHEL as per clause 1 above.
3. Offers with incomplete information will not be considered for evaluation and are likely to be rejected outright without any further interaction with the Bidder.
4. After Bid submission, in case Bidder proposes unsolicited tender modifications such as typographical mistakes etc., such modifications will not be considered for evaluation.
5. Superior technical features proposed, if any, by the Bidder over & above BHEL enquiry specification requirements shall not be given any special preference w.r.t. price, delivery and comparison with other Bidders.
6. **No Deviations are permissible. Any deviations proposed by the bidder, shall be considered withdrawn, without claiming any commercial implications.**



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7. In case of contradiction, between any specification, vendor shall bring to BHEL's notice and BHEL's decision in this regard shall be final and binding. In the event of conflict, most stringent requirements shall be followed in general.
8. Vendor shall give clause wise compliance to all the clauses of this main specification along with sub-specifications for individual items. Otherwise it is presumed that supplier is fully complying with the specifications. Deviations/clarifications are not allowed after placement of P.O. (Purchase Order).
9. If any defect in the material is found out at any stage i.e during manufacturing process, transportation activities etc, Vendor is sole responsible for the replacement within 2 weeks from date of intimation or mutually agreed period.
10. Vendor to consider multiple site-visits for Erection supervision and commissioning for each unit based on site readiness/customer requirements for the offered package on lump sum basis. Due to urgency of a Unit, if the material supplied for one project is utilized in another project the terms and condition for warranty of Goods and services as mentioned in this specification will remain unchanged and shall be applicable to Unit under execution.
11. Vendor to provide Unit price of each item/component supplied separately. In case BHEL needs components, in future, envisaged over and above the quantities arrived at as per Section E, spares and mandatory spares, BHEL can order the same. These items may be ordered separately over a period of 1 year based on the price offered with this PO.



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SECTION D

TECHNICAL REQUIREMENTS

1 GENERAL

The FIELDBUS (PROFIBUS PA protocol) based I/O modules of proven technology PROFIBUS PA protocol complying to IEC 61158 to be supplied by the vendor. This includes all remote I/O modules, power supplies, communication module, housing for remote I/O modules, cables to connect to BHEL DCS system which will be working as MASTER in the configuration including diagnostic software and any other component, modules etc. not specifically mentioned but required to make the system complete for meeting the requirements specified here in.

The proposed items shall be installed in Safe Zone of power plants for which BHEL is supplying main control system.

2. FIELDBUS (PROFIBUS) I/O SYSTEM TECHNICAL DETAILS

This specification covers broadly the requirement of FIELDBUS (PROFIBUS) based system component / modules with any 6/8/12/16 -Segment Motherboard, segment protector, Advanced Diagnostic Module, Fieldbus Power Hub, Gateway Motherboard, Gateway Module, Link cable between gateway motherboard and Power Hub motherboard., Surge Protector with base for field and control room, Stainless Steel(SS) JB along with Segment Protector mounted inside, Software user interface for Advanced Diagnostic Modules, configuration PC (Laptop) and if any other component, not specifically mentioned but, required to make the system complete have to be included by vendor in its offer. It is the responsibility of the vendor to ensure that all the components other than those mentioned in Annexure –IV (Exclusion) are considered in the offer to make the system complete.

System shall be capable to acquire signals from PA device like Pressure transmitted, Diff Pressure Transmitter, Temperature Transmitter, Flow Transmitter etc. Details of total signals are attached in Section E in Annexure-I,II,III

These signals to be acquired using 6/8/12/16 channel input devices / Multiplexers housed in a control panel located in control room. All these system components shall have operating Temperature range from 0 – 70 Deg C. Signals from field shall be terminated in filed junction box. Other Communication components shall be housed in a control panel located in control room. All these Control room components shall have operating Temperature range from 0 – 60 Deg C or better. All Gateways, Power supplies, Power conditioners, diagnostic module, surge suppressors etc. shall be DIN rail mountable.

The proposed items will be connected to BHEL's controller as master through interface module located in main control room. All communication cable from field and control room mounted panels are in the scope of BHEL however the vendor shall supervise the engineering of cabling and proper distribution to meet the intent of specification requirement.



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3. SYSTEM REQUIREMENT

Offered system shall be of latest proven technology. List of Individual components forming the whole system should be furnished. All field mounted components in the offered system shall meet following requirements, as minimum

- I) Profibus based Field Instruments: PT, DPT, TT, FT
- II) Operating Temperature**: 0- 70 Deg C (continuous operation)
- III) Diagnostics: Wire Break monitoring, Power supply healthiness etc.
- IV) Mounting: DIN Rail Mounting
- V) Accessories: All required Accessories to make the system complete, shall be provided
- VI) EMC: EN61326 Standard.

** Control room mounted equipment shall be suitable for operating temperature up to 60 Deg C. (continuous operation).

Vendor to provide Fieldbus devices specifications (maximum current drawn from bus, block execution speeds, power conditioner suitable for field barrier, etc.)

Vendor to provide all standard functional blocks for all FIELDBUS (PROFIBUS) devices as per latest FIELDBUS (PROFIBUS) version and standard guidelines for engineering by purchaser. Fieldbus components including power supply, terminators, isolators, etc. provided by vendor shall comply to IEC 61158 and other standard Fieldbus guidelines.

Redundant host/ master card and redundant power supply along with advance diagnostic module shall be provided. All required libraries to execute various tasks like data acquisition, control/protection etc. shall be provided.

4. Profibus Stainless Steel JB with Field Items

- I) Material of JB: SS316L, Thickness of material: 1.5mm
- II) Protection Class: IP66 or better
- III) Type of JB: Standard Hinge type with lockable door on front side.
- IV) SS TAG plate fitted on the door with Tag names engraved (It is the responsibility of the bidder to obtain Tag names from Purchaser before Manufacturing)
- V) JB: Profibus Segment protectors (suitable for connecting upto 16 devices- 6/8/12/16 channel), Profibus Surge protector, Profibus terminator, other accessories as required by vendor for system completion.
- VI) Glands & Plugs: Suitable SS glands and Blind Plugs to be provided in JB. (Additionally Blind Plugs to be provided loose on over-all basis, Qty shall be 20% of total mounted cable gland)
- VII) Junction Box to be complete with all the materials mounted in the JB and internal wirings done of the materials fitted



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5. QUALITY REQUIREMENT

The items covered under this specification shall be subject to Bidder/Vendor's Quality Plan to be approved by M/s BHEL/ End user before start of manufacture. To ensure that quality is in-built in each equipment the Quality Assurance System manual & Quality Plan indicating the system followed by the vendor shall be submitted to purchaser for his review along with the offer.

The Bidder/vendor shall give at least 15 days written advance notice to purchaser for witnessing the tests/inspection at various stages. The expenses for all such test/inspection shall be to Manufacturer's account except for the expenses of purchaser's representatives witnessing the test. The purchaser shall attend such test/inspection or advice that the manufacturer may proceed with the test, which shall be deemed to have in purchaser's presence and shall furnish relevant test result and test certificates to the purchaser for his review who will then issue Material Dispatch Clearance Certificate (MDCC) enabling Bidder to dispatch the equipment.

6. (6.1) TYPE TEST REQUIREMENT:


The Bidder/Vendor shall give the type test report for the offered items and the test requirement shall cover CMRR, NMRR Verification. Submission of type test results and certificate shall be acceptable provided.

- i) The same has been carried out by the Bidder/Vendor on exactly the same model / rating of equipment.
- ii) There has been no change in the components from the offered equipment & tested equipment.
- iii) The test has been carried out as per the latest standards along with amendments as on the date of Bid opening.

(6.2) SPECIAL REQUIREMENT FOR SOLID STATE EQUIPMENTS/ SYSTEMS

The minimum type test reports, which are to be submitted for each of the major C&I systems shall be as indicated below:

- i) Surge Withstand Capability (SWC) for Solid State Equipment Systems
All solid state systems/equipment shall be able to withstand the electrical noise and surges as encountered in actual service conditions and inherent in a power plant. All the solid state systems/equipment shall be provided with all required protections that needs the surge withstand capability as defined in ANSI 37.90.1/ IEEE-472. Hence, all front end cards which receive external signals like Analog input & output modules, Binary input & output modules etc. including power supply, data highway data links shall be provided with protections that meets the surge withstand capability as defined in ANSI 37.90.1/ IEEE-472. Complete details of the features incorporated in electronics systems to meet this requirement, the relevant tests carried out, the test certificates etc. shall be submitted along with the proposal.

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<div>COPYRIGHT AND CONFIDENTIAL</div> <div>The information contained in this document is the property of BHARAT HEAVY ELECTRICALS LIMITED This must not be used directly or indirectly, in any manner detrimental to the interest of the company</div>	<p>As an alternative to above, suitable class of EN 61000-4-12 which is equivalent to ANSI /37.90.1/IEEE-472 may also be adopted for SWC test.</p> <p>ii) Dry Heat test as per IEC-68-2-2 or equivalent. iii) Damp Heat test as per IEC-68-2-3 or equivalent. iv) Vibration test as per IEC-68-2-6 or equivalent. v) Electrostatic discharge tests as per EN 61000-4-2 or equivalent. vi) Radio frequency immunity test as per EN 61000-4-6 or equivalent. vii) Electromagnetic Field immunity as per EN 61000-4-3 or equivalent.</p> <p>Test listed at item no. v, vi, vii, above are applicable for electronic cards only as defined under Item(i) above.</p> <p>Note: If Type Tests and other tests (as specified under 6.1 and 6.2) have been conducted with reference to standards different than what have been specified in the specification, then Bidder/vendor to clearly indicate these specifications with equivalent specifications in the offer.</p> <p>7. CONFIGURATION & DIAGNOSTIC SOFTWARE</p> <p>All software required for configuration of the offered FIELDBUS (PROFIBUS) system shall be considered and offered. Similarly, software for Diagnostics /Troubleshooting is also to be part of offer. Any license, if required, to be considered on Project/Site basis and not on Unit basis. System Configuration PC (Laptop) required to load this software will be provided by purchaser. Configuration of PC (Laptop) shall be carried out by vendors with latest configuration software with all the required basic software/operating system. All this software along-with necessary Device Description files to be supplied in CD or any other storage media only, even though it may be available in Supplier's Web Site or otherwise. Any cable required for communication during configuration also be considered in the offer.</p> <p>Supplier to provide all necessary technical support to establish communication between the offered system and BHEL's control system during FAT at purchased works and during commissioning at project site. Any software OR Configuration file etc. required establishing meaningful communication shall be part of the Vendor's offered system</p> <p>8. Authorizations from OEM:</p> <p>An authorization letter shall be provided by the Original Equipment Manufacturer (OEM) for the following with reference to RFQ:</p> <p>i) Sales and post sales service by the reseller / system integrators. ii) Quoted Bill of Material (BOM) should be brand new sourced from OEM. (Refurbished products either from OEM or from third party are not acceptable.) iii) None of the product / component is reached End of Sale / Support till 5 Years from tender enquiry date. This should be explicitly mentioned in the letter.</p> <p><u>Test certificates with serial numbers from OEM along with delivery:</u></p> <p>Test certificates with serial numbers shall be provided from the respective OEMs for the healthiness of the products.</p>		



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9. WARRANTY

The offered items/integrated system shall be under warranty for a period of 18 months from the date of commissioning OR 24 months from the date of supply whichever is earlier. All the products / components quoted for this tender shall carry three years warranty after the completion of the above period.

Equipment will be at BHEL/EDN for a period of two/three months for configuration and project engineering/demonstration to end customer. Subsequently it will be sent to respective project as mentioned in Annexure-I ,II,III

10. DOCUMENTATION

1. Documents to be furnished along-with offer (1 set)
 - Technical write-up(functional)
 - Technical literature/catalog of each component
 - Configuration drawing/Segment design including power supply and monitoring scheme.
 - Detailed bill of material with make & model
 - Data sheet of each component offered
 - Clause-wise confirmation/deviation list
 - Reference List/Operating experience
 - Quality Plan
 - List of Software to be supplied
 - Calculation considering various distances between different components.
 - Clear list of items/software etc. NOT CONSIDERED but required to complete the system
2. Documents to be furnished after placement of order
(for Approval by BHEL/ End User- 2 sets hardcopies + soft copy in PDF format) Technical write-up(functional)
 - Technical literature/catalog of each component
 - Configuration drawing/segment design
 - Detailed bill of material with make & model
 - Data sheet
 - Quality Plan
 - List of Software to be supplied
 - Type test reports for the Tests mentioned under clause 6.0
3. Documents to be furnished before dispatch for review/ acceptance by M/s BHEL/End user (2 sets hardcopies + soft copy in .PDF format)
 - Visual/ Dimensional Test report
 - Calibration report
 - Test Report/Certificate/Type test reports



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4. Final Operation & Maintenance Manual (O&M Manual) shall contain minimum of following:

- Technical write-up(functional)
- Technical literature/catalog of each component
- Configuration drawing/segment design
- Detailed bill of material with make & model
- Data sheet
- Schematic diagram/Loop diagram including Termination details
- Details of Software being supplied
- Trouble shooting procedure and Maintenance guidelines
- O&M Manuals to be submitted at the Time of Dispatch. (2 sets hardcopies + 1 soft copy in .PDF format)

11. SPARE REQUIREMENT

1. Offered items shall be expandable. Various in-built spare capacity shall be calculated based on requirement in Annexure-I, II, III depending on the projects as mentioned.

a. Following spare capacity has to be fulfilled by the Bidder/Vendor in each of the Package to arrive at engineered quantity for all components arrived at based on the input information as mentioned in Annexure-I, II, III

S.No	Item	Sub Item	Spare capacity
1	Host/Power supply space	Only spare space	20%

b. 5 % Over and above the engineered quantities for all components arrived at based on the input information as mentioned in Annexure-I,II,III. and as per the scope envisaged in this specification

2. Mandatory Spare quantities

Apart from the required qty as indicated in above point 1, for all items of Fieldbus system (including field accessories) following mandatory spares to be supplied:

20% or 2 Nos. of each type, model and rating whichever is more subject to maximum of 40 Nos of each type.

NOTE: All mandatory spares items shall be quoted with Unit price along with required quantities, as per spec.



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SECTION E

BOQ & PRICING SHEET

Sub Section: EA - BOQ-Goods

Total quantity for contract shall be as defined under following table. Details pertaining to SI no 01 to 03 are covered under Annexure I and details for 04 and 05 shall be covered under annexure II.

S. No	Project	Main Unit Qty	Spares for Main Order	Mandatory Spares	Technical Service
1	NTPC Korba Stg –I,II,III (3x200MW,3x500MW,1x500MW)	To be calculated as per Annexure-I	As per Section D, clause 11 Point1.b of this Tech Spec	As per Section D, clause 11 Point2 of this Tech Spec	As per Section E, EB of this Tech Spec
2	NTPC Kahalgaon Stg-I,II (4x210MW,3x500MW)	To be calculated as per Annexure-II	As per Section D, clause 11 Point1.b of this Tech Spec	As per Section D, clause 11 Point2 of this Tech Spec	As per Section E, EB of this Tech Spec
3	NTPC Sipat Stg-II (2x500MW)	To be calculated as per Annexure-III	As per Section D, clause 11 Point1.b of this Tech Spec	As per Section D, clause 11 Point2 of this Tech Spec	As per Section E, EB of this Tech Spec

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Annexure I

STAGE	AREA	PACKAGE	Total No of Segments	16-chnl JB	DP Master	No of DPs per master
NTPC Korba Stg-I (3x200MW)	ABSORBER-1 3X200 MW	AP01	9	9	M1	4
			9	9	M2	10
		AP02	9	9	M1	4
			8	8	M2	10
		AP03	4	4	M1	0
		AP04	4	4	M1	0
NTPC Korba Stg-II & III (3x500MW & 1x500MW)	ABSORBER-2	BP01	9	9	M1	4
			9	9	M2	9
		BP02	9	9	M1	4
			5	5	M2	9
	ABSORBER-3	CP01	4	4	M1	0
			9	9	M2	9
		CP02	9	9	M1	4
			5	5	M2	9
	ABSORBER-4	CP03	4	4	M1	0
			9	9	M2	9
		DP01	9	9	M1	4
			9	9	M2	9
	ABSORBER-5	DP02	9	9	M1	4
			5	5	M2	9
		DP03	4	4	M1	0
			9	9	M2	9
	ABSORBER-6	EP01	9	9	M1	4
			9	9	M2	9
		EP02	9	9	M1	4
			5	5	M2	9
	ABSORBER-7	EP03	4	4	M1	0
			4	4	M1	0

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STAGE	AREA	PACKAGE	Total No of Segments	16-chnl JB	DP Master	No of DPs per master
NTPC Korba Stg-I,II,III Common	GDW -1	ZP01	5	5	M1	0
			4	4	M2	3
	GDW-2	ZP02	5	5	M1	0
			4	4	M2	3
	WBM -1	ZP03	4	4	M1	5
			3	3	M2	6
	WBM-2	ZP04	4	4	M1	5
			3	3	M2	6
	LHP&GHP-1	ZP05	4	4	M1	4
			0	0	M2	0
	LHP&GHP-2	ZP06	4	4	M1	4
			0	0	M2	0
	PEM COMMON	ZP08	7	7	M1	20
			6	6	M2	21
	PROCESS WATER	ZP09	3	3	M1	11
			0	0	M2	11



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Annexure II

STAGE	AREA	PACKAGE	Total No of Segments	16-chnl JB	DP Master	No of DPs per master
NTPC Kahalgaon Stg-I (4x210MW)	ABSORBER-1 2X200 MW	AP01	9	9	M1	4
			8	8	M2	9
		AP02	9	9	M1	4
			8	8	M2	9
		AP03	4	4	M1	0
		AP04	4	4	M1	0
	ABSORBER-2 2X200 MW	AP01	9	9	M1	4
			8	8	M2	9
		AP02	9	9	M1	4
			8	8	M2	9
		AP03	4	4	M1	0
		AP04	4	4	M1	0
NTPC Kahalgaon Stg-II (3x500MW)	ABSORBER-3	AP01	9	9	M1	6
			9	9	M2	9
		AP02	9	9	M1	6
			5	5	M2	9
	AP03	AP03	4	4	M1	0
			4	4	M1	0
	ABSORBER-4	AP01	9	9	M1	6
			9	9	M2	9
		AP02	9	9	M1	6
			5	5	M2	9
	ABSORBER-5	AP03	4	4	M1	0
			4	4	M1	0
		AP01	9	9	M1	6
			9	9	M2	9
	AP02	AP02	9	9	M1	6
			5	5	M2	9
		AP03	4	4	M1	0
			4	4	M1	0

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STAGE	AREA	PACKAGE	Total No of Segments	16-chnl JB	DP Master	No of DPs per master
NTPC Kahalgaon Stg-I,II Common	GDW -1	ZP01	5	5	M1	0
			4	4	M2	2
	GDW-2	ZP02	5	5	M1	0
			4	4	M2	2
	WBM -1	ZP03	4	4	M1	5
			3	3	M2	7
	WBM-2	ZP04	4	4	M1	5
			3	3	M2	7
	LHP&GHP-1	ZP05	4	4	M1	4
			0	0	M2	0
	LHP&GHP-2	ZP06	4	4	M1	4
			0	0	M2	0
	PEM COMMON-1	ZP08	5	5	M1	6
			4	4	M2	8
	PEM COMMON-2	ZP09	5	5	M1	10
			4	4	M2	13
	PROCESS WATER	ZP10	3	3	M1	11
			0	0	M2	13



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Annexure III

STAGE	AREA	PACKAGE	Total No of Segments	16-chnl JB	DP Master	No of DPs per master
NTPC Sipat Stg-II (2x500MW)	ABSORBER-1	AP01	9	9	M1	6
			9	9	M2	9
		AP02	9	9	M1	6
			5	5	M2	9
		AP03	4	4	M1	0
	ABSORBER-2	BP01	9	9	M1	6
			9	9	M2	9
		BP02	9	9	M1	6
			5	5	M2	9
		BP03	4	4	M1	0
NTPC Sipat Stg- II (2x500MW) common	FGD CMN -1	ZP01	5	5	M1	6
			5	5	M2	0
	FGD CMN -2	ZP02	5	5	M1	10
			0	0	M2	10
	FGD CMN-3	ZP03	5	5	M1	10
			4	4	M2	10

Note: 1. All components to be calculated based on the number of devices



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Sub Section EB - BOQ-Services (Technical services & Training)

1. Technical services:

TS-A	Technical Services to be provided at BHEL/EDN, Bangalore.
TS-B	Technical Services to be provided at Project location within India as per Annexure-I,II,III as per projects site.

NOTE: All Technical services shall be quoted with per unit separate Lump-sum price in the offer.

2) Vendor has to depute their Engineer to BHEL-EDN during detailed engineering & FAT to establish communication with Host DCS system etc. Vendor to indicate per unit separate Lump-sum price for this activity in the offer as mentioned in above Table in point 1 as TS-A.

3) Vendor has to depute their Engineer to Project site located for the subject project within India. Site visit should be inclusive of travel, stay and other expenses of vendor personnel. Vendor has to complete the activity by demonstration, documentation and making MOM with Customer / BHEL site Engineers. Vendor to indicate per unit separate Lump-sum price for this activity in the offer as mentioned in the offer as mentioned in above Table in point 1 as TS-B.

2. TRAINING (TS-C)

Pre-engineering: The Vendor shall provide training to employer's personnel/end user on following aspects of fieldbus (i) Hardware & Software features (ii) System design, diagnostic and testing (iii) maintenance, troubleshooting and fault analysis. This training shall be provided by certified training personnel of Profibus foundation and it shall be provided before approval of basic design and engineering document. This training shall be of one day for 10-15 engineers.

On Site: Vendor to provide Two days on-site training per unit to BHEL and End User's engineers on all aspects of the FIELDBUS (PROFIBUS) system being offered/supplied. Tentatively 10-15 Engineers will participate in this training. Training shall necessarily include Technical details of FIELDBUS (PROFIBUS) system, operating principle, system configuration supplied, system trouble-shooting and maintenance, as minimum requirement

Vendor to quote lump sum price for Training (TS-C)

NOTES:

- I. Vendor must furnish, all documents, in line with specification along with offer. Clause-wise specific acceptance/deviations shall be furnished. Deviations, if any, must be clearly



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brought out in offer. Failure to provide Clause-wise acceptance/deviations may result in Technical disqualification.

II. It is the responsibility of vendor to check for completeness of the offered system. If any additional component/software etc. is required during Engineering/Testing/Erection & Commissioning, then same to be provided by the Vendor, other than those mentioned in exclusion scope list in **Annexure-IV**, with NO EXTRA COST TO BHEL.

III. Any clarification required from BHEL side may be obtained during offer stage only.

Sub Section: EC - PRICING SHEET

Unpriced Offer to be submitted to BHEL as part of technical offer as per the following Pricing sheet, for each offered components.

1. Goods/Material Pricing sheet

Sl.No.	Description	Material Code	QTY	Unit	Unit Price(INR)	Total Price(INR)
A.	Items & Spares Items as per Annexure I					
1 to n	Sub items					
B.	Mandatory Spares as per Section D point no 11 clause2 and calculated on the qty arrived at as per Annexure I					
1 to n	Sub items					
C.	Items & Spares Items as per Annexure II					
1 to n	Sub items					
D.	Mandatory Spares as per Section D point no 11 clause2 and calculated on the qty arrived at as per Annexure II					
1 to n	Sub items					
E	Items & Spares Items as per Annexure III					
1 to n	Sub items					
F	Mandatory Spares as per Section D point no 11 clause2 and calculated on the qty arrived at as per Annexure III					
1 to n	Sub items					

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2. Technical Service & Training Pricing Sheet.

Item	Description	Price (INR)
TS-A	Technical Services to be provided at BHEL/EDN, Bangalore.	
TS-B	Technical Services to be provided at Project location within India as per Annexure-I,II,III as per projects site.	
TS-C	Training	

Note 1: - Unit rates quoted will be used for addition/deletion requirements raised during commissioning/detailed engineering of the system.

Note 2: - The above pricing sheet is only indicative and any other major components needed for the system shall be added and unit prices for the same to be given separately.

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ANNEXURE-IV

EXCLUSION SCOPE

SLNO	DESCRIPTION	REMARKS
1	Fieldbus cable from field JB to field device.	
2	Cable between control room panel and field JB	
3	Cable between BHEL Master controller to DP/PA coupler.	
4	Profibus OLM - Multimode Glass Fiber	

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Bidder to note that Deviation/s shall not be permitted for the below mentioned terms and are deemed to be complied. In case of non-compliance/deviation, offer may be liable for rejection:

1. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
2. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
3. **Warranty:** The offered items/integrated system shall be under warranty for a period of 18 months from the date of commissioning OR 24 months from the date of supply whichever is earlier.
All the products / components quoted for this tender shall carry three years warranty after the completion of the above period.
4. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
5. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
6. Supplier shall ensure that the Invoice is raised in in the name of Consignee with GSTIN of Consignee only.
7. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
8. Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

09. Scope of supply (Bid price to include all cost components) : Only supply of Goods.

10. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

11. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

12. Below Payment Terms will be applicable for this bid:

i) Micro & Small Enterprises - 45 days

ii) Medium Enterprises - 60 days

iii) NON MSME - 90 days

Bidder has to submit UDYAM Registration Certificate (if MSME) along with offer for applicability of above indicated payment terms.

13. Model Clause / Certificate as per Annex-III (Tenders) of Restrictions Under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, Dated 23.07.2020 (regarding restrictions on procurement from a bidder of a country which shares a land border with India) required for this bid.

14. Delivery indicated in GeM bid is tentative delivery requirements. Suppliers can quote their delivery period if required.

15. **Performance security:** To ensure due performance of the contract, Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security has to be submitted by successful bidder for 05% of the contract value.

Modes of deposit:

a) Performance security may be furnished in the following forms:

(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.

PBG should be in the format specified in Annexure-III of ATC and no deviation to this format will be allowed.

(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 Contractor, a/c BHEL).

(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(v) Insurance Surety Bond.

(Note: 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)

b) PBG has to be furnished within 30 days after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations, including warranty obligations.

c) The Performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

d) Performance security shall be refunded to the supplier without interest, after duly performing and completing the contract in all respects but not later than 60 days of completion of all such obligations including the warranty under the contract.

e) The Performance security shall not carry any interest.

16. **Breach of Contract, Remedies & Termination:** In case of breach of contract (failure of supplier), wherever the value of Performance security available with BHEL against the said contract is atleast 10% of the contract value, the same shall be encashed.

As the value of the security instrument (PBG) is only 05% in the current tender, the balance amount (i.e., 05% of contract value) will be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc. shall be applied as per provisions of the contract.

17. Conflict of Interest among Bidders/Agents:

*"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:*

- a) they have controlling partner (s) in common; **or***
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or***
- c) they have the same legal representative/agent for purposes of this bid; **or***
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or***
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or***
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:*
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and*
 - 2. Indian/foreign agent on behalf of only one principal;*

or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or***
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."*

18. INTEGRITY PACT : Applicable (Bidder has to submit duly filled in signed and stamped copy)

Annexure-I

The Performance bank guarantee (PBG) issued in Indian Rupees by Banks in India is to be executed on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Bank issuing the guarantee.

- No deviation for the duration and value of PBG will be permitted.
- PBG shall be from any of the BHEL consortium of bankers (refer Annexure II).
- PBG should be sent directly by the bank to the dealing executive mentioned in the purchase order located at the address mentioned in the purchase order.
- PBG should be in the format specified (refer Annexure III). No deviation to this format will be allowed. However in case BHEL changes the PBG format, bidder shall honour the same.
- Bank Guarantee should be enforceable in Bangalore.

Sl. No.	Name of the bank
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Federal Bank Limited
19	Hongkong and Shanghai Banking Corporation Ltd

Annexure-III

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To
NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (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 _____¹ through its Unit at _____ (name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No. _____ dated _____³ valued at Rs. _____⁴ (Rupees _____)/FC _____ (in words _____) for _____⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank 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 any sum or sums upto a maximum amount of Rs — _____⁶ (Rupees _____) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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 Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, 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 Vendor / Contractor / 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/satisfactory completion of the performance guarantee period as per the terms of the 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.

WeBANK 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 Vendor / 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 Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / 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 Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

This Guarantee shall remain in force upto and including.....⁷ 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 Vendor / 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 the⁵ 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.....⁶
- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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 CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Annexure-1

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal
(Office Seal)

ಭಾಸ್ಕರ್ ರೆಡ್ಡಿ ಕೆ., ಮೈಸೂರು ರಸ್ತೆ-560026.
Place
Date
BHASKER REDDY K., MANAGER / CE - MM
BHEL-EDN, MYSURU ROAD, BENGALURU-560026

Witness: _____
(Name & Address) _____

For & On behalf of the Bidder/ Contractor
(Office Seal)

Witness: _____
(Name & Address) _____

Clause on IP in the tender**"Integrity Pact (IP)"**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	ybsinghips@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have 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.
- (c) 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 any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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 addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)

Name: BHASKER REDDY. K
 Deptt: CE-MM (PURCHASE)
 Address: BHEL-EDN, Bengaluru.
 Phone: (Landline/ Mobile) 080-2699 8080
 Email: bhaskerkasireddy@bhel.in
 Fax: _____

(2)

Name: ABHIJEET ANANT EKA
 Deptt: CE-MM
 Address: BHEL-EDN, Bengaluru
 Phone: (Landline/ Mobile) 080-2698 9060
 Email: abhijeetanantekka@bhel.in
 Fax: _____