Bharat Heavy Electricals Ltd
Electronics Division
Mysore Road, Bangalore – 560 026

Tender Document for "Instrumentation cable to 1 x 660 MW BHUSAWAL STPP"

TENDER REFERENCE	SBA0000492
TENDER DOCUMENT AVAILABLE FROM	As per https://eprocurebhel.co.in website
LAST DATE AND TIME FOR SUBMISSION OF TENDER	
DATE AND TIME FOR TENDER OPENING	
SUBMISSION OF TENDER	The bidder should submit their offer in e-Procurement portal only : https://eprocurebhel.co.in

Note:Bidder to refer E-procurment portal(https://eprocurebhel.co.in) for any corrigendum, due date extension, etc.

This Tender Document Contains documents as per below index:

INDEX

SL No.	DESCRIPTION	PAGE No.
1	INSTRUCTIONS TO BIDDERS	2-33
2	GENERAL COMMERCIAL CONDITIONS FOR CONTRACT	34-41
3	SPECIAL COMMERCIAL CONDITIONS OF CONTRACT(SCC)	42-46
4	TECHNICAL SPECIFICATION WITH NTPC SUB-VENDOR QUESTIONNAIR FORMAT	47-69

Contact Person at BHEL: Manager(CE-MM-PR) Ph: 080-26998728,9449869725

ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division
PB 2606 , Mysore Road Bangalore , 560026 INDIA

CE:PR:001- Rev 03

INSTRUCTIONS TO BIDDERS

Bidder is requested to read the instructions carefully and submit their quotation taking into consideration of all the points:

A. GENERAL INSTRUCTIONS:

1. Any Purchase Order resulting from this enquiry shall be governed by the Instructions to Bidders (document reference: CE: PR: 001 – Rev 03), General Conditions of Contract (document reference: CE: PR: 002 - Rev 02) and Special Conditions of Contract, if any, of the enquiry.
2. Any deviations from or additions to the "General Conditions of Contract"or "Special Conditions of Contract" require BHEL's express written consent. The general terms of business or sale of the bidder shall not apply to this tender.
3. Regret letter (either through post or by mail or by EPS) indicating reasons for not quoting must be submitted without fail, in case of non-participation in this tender.

   Supplier shall be liable for removal as a registered vendor of BHEL when the supplier fails to quote against four consecutive tender enquiries for the same item or all enquiries in last two years for the same item, whichever is earlier.
4. Procurement directly from the manufacturers is preferred. However, if the OEM/ Principal insist on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender.

   Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. Agent/Representative authorized by the OEM/Principal in turn cannot further sub authorize any other firm for submitting the offer or for placement of order.

   In case bids are received from the manufacturer/ supplier and his agent, bid received from the agent shall be ignored.
5. Consultant / firm (and any of its affiliates) shall not be eligible to participate in the tender/s for the related goods for the same project if they were engaged for consultancy services for the same project.
6. If an Indian representative/associate/liaison office quotes on behalf of a foreign based bidder, such representative shall furnish the following documents:
   a. Authorization letter to quote and negotiate on behalf of such foreign-based bidder.
   b. Undertaking from such foreign based bidder that such contract will be honored and executed according to agreed scope of supply and commercial terms and conditions.
   c. Undertaking shall be furnished by the Indian representative stating that the co-ordination and smooth execution of the contract and settlement of shortages/damages/replacement/repair of imported scope

till the equipment is commissioned and handed over to customer will be the sole responsibility of the Indian representative/associates/agent/liaison office.

d. Refer **Annexure I** on "Guidelines for Indian Agents".

7. In case of imported scope of supply, customs clearance & customs duty payment will be to BHEL account after the consignment is received at Indian Airport /Seaport. Bidders must provide all original documents required for completing the customs clearance along with the shipment.

   Warehousing charges due to incomplete or missing documentation will be to supplier's account. All offers for imported scope of supply by air, must be made from any of the gateway ports (within the country) indicated **(Refer Annexure II).**

8. The offers of the bidders who are on the banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL website: http://www.bhel.com/vender_registration/vender.php

9. Business dealings with bidders will be suspended if they are found to have indulged in any malpractices/misconduct which are contrary to business ethics like bribery, corruption, fraud, pilferage, cartel formation, submission of fake/false/forged documents, certificates, information to BHEL or if they tamper with tendering procedure affecting the ordering process or fail to execute a contract, or rejection of 3 consecutive supplies or if their firms / works are under strike/lockout for a long period. Bidder may refer "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available on www.bhel.com for more details.

   The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines.

10. The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to your notice.

11. Offer is to be submitted in English language only.

12. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public procurement (Preference to Make in India), Order 2017 dated 16.09.2020 issued by DPIIT.

    In case of subsequent Orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of price bids against this NIT. Default margin of purchase preference shall be 20% for Class-I local supplier only.

13. The Bidder shall mandatorily submit Declaration as mentioned under Rule 144(xi) of General Financial Rules, 2017 amendment dt 23.07.2020 issued by Ministry of Finance, Govt. of India. Where applicable, evidence of valid registration by the Competent Authority shall be attached.

    The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Refer Annexure-X for 'Restrictions under Rule 144(Xi) of General Financial Rules,2017 amendment dt: 23.07.2020'.

B. <u>GUIDELINES FOR PREPARATION OF OFFER:</u>

1. Quotation shall be submitted in Single Part Bid, Two Part Bid or Three Part Bid, as called for in the tender:

   - **SINGLE PART BID**: Technical and Commercial Bid with prices along with price summary & filled in BHEL Standard Commercial terms and conditions in a single sealed envelope.

   - **TWO PART BID**: Unpriced offer i.e. "Techno-commercial Bid" with filled in BHEL Standard Commercial terms and conditions in a sealed envelope **along with the copy of the "Price Bid"without the prices** should be enclosed in one cover and the cover must be super scribed **"Techno-commercial offer)** and Priced offer i.e. "Price Bid"containing price summary in a separate sealed envelope and must be super scribed **"Price Bid"**.

     Both these envelopes shall be enclosed in a single sealed envelope superscribed with enquiry number, due date of tender and any other details as called for in the tender document.

   - **THREE PART BID**: Pre-qualification Bid (Part-I), Techno Commercial Bid with filled in BHEL Standard Commercial terms and conditions (Part-II), and Price Bid (Part-III). All three envelopes shall be enclosed in a single sealed envelope superscribed with enquiry number, due date of tender and any other details as called for in the tender document.

   If any of the offers (Part I, Part II or Part III) are not submitted before the due date and time of submission (or) if any part of the offer is incomplete, the entire offer of the bidder is liable for rejection.

2. Supplier shall ensure to superscribe each envelope with RFQ number, RFQ Date, RFQ Due date and time, Item Description and Project clearly & boldly. Also mention on the envelope whether it is "Techno Commercial Bid" or "Price Bid" or "Pre-Qualification Bid".

   Please ensure complete address, department name and purchase executive name is mentioned on the envelope (before dropping in the tender box or handing over) so that the tender is available in time for bid opening.

3. BHEL standard Commercial Terms and Conditions (duly filled, signed & stamped) must accompany Technical-Commercial offer without fail and should be submitted in original only.

   The above indicated submission of Offers in "sealed envelope/hard copy" as mentioned in points B.1-B.3 is applicable for tenders that are not floated through E-Procurement System (EPS).

4. Validity: Unless otherwise specified in SCC (special commercial conditions of contract), the offer will be valid for a period of 90 days from the date of part-I bid opening and in case of Negotiation/Counter-offer/Reverse Auction, price validity will apply afresh for a period of 60 days from the date of according final price by bidder (or) up to original validity period, whichever is later.

5. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the Techno-Commercial Bid.

   If no deviations are brought out in the offer it will be treated as if all terms and conditions of this enquiry are accepted by the supplier without deviation.

6. Deviation to this specification/item description, if any, shall be brought out clearly indicating "DEVIATION TO BHEL SPECIFICATION" without fail, as a part of Techno-Commercial Bid.

   If no deviations are brought out in the offer it will be treated as if the entire specification of this enquiry is accepted without deviation.

7. Suppliers shall submit one set of original catalogue, datasheets, bill of materials, dimensional drawings, mounting details and/or any other relevant documents called in purchase specification as part of Technical Bid.
8. "Price Bid" shall be complete in all respects containing price break-up of all components along with all applicable taxes and duties, freight charges (if applicable) etc. Once submitted no modification / addition / deletion will be allowed in the "Price Bid." Bidders are advised to thoroughly check the unit price, total price to avoid any discrepancy.
9. In addition, bidder shall also quote for erection & commissioning charges/erection supervision & commissioning charges (E&C service charges), documentation charges, testing Charges (type & routine), training charges etc. if & as applicable along with corresponding tax. The price summary must indicate all the elements clearly.
10. Wherever applicable, bidders should indicate "lumpsum" Erection and Commissioning (or) Erection Supervision and Commissioning charges, as applicable (including To & Fro Fare, Boarding, Lodging, Local Conveyance etc.) for carrying out E&C activity and further handing over to customer.

    The quotation shall clearly indicate scope of work, likely duration of commissioning, pre-commissioning checklist (if any).
11. Wherever bidders require PAC (Project Authority Certificate)/applicable certificates for import of raw materials, components required for DECC,EPCG Power Projects, Export Projects or other similar projects wherein supplies are eligible for customs duty benefits, lists and quantities of such items and their values (CIF) has to be mentioned in the offer. Prices must be quoted taking into account of such benefits.
12. Prices should be indicated in both figures & words**.** Bid should be free from correction/overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

    Any typographical error, totalling mistakes, currency mistake, multiplication mistake, summing mistakes etc. observed in the price bids will be evaluated as per **Annexure III** "Guidelines for dealing with Discrepancy in Words & Figures – quoted in price bid" and BHEL decision will be final.
13. Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. However, this requirement is not mandatory for offers uploaded through E-Procurement System (EPS).

C. <u>GUIDELINES FOR OFFER SUBMISSION:</u>

The under-mentioned clauses 1, 2&3 will not be applicable for EPS tenders.

1. Offers / Quotations must be dropped in tender box before 13.00 Hrs. on or before due date mentioned in RFQ.The offers are to be dropped in the proper slot of the Tender Box kept in our reception area with caption "CE, SC&PV, DEFENCE".

   Tenders are opened on 3 days in a week (Monday/Wednesday/Friday). Tender must be deposited in the slot corresponding to the day (Monday - Box no.4/Wednesday - Box no. 6 /Friday - Box no.8) while depositing the offer.

2. E-Mail/ Internet/EDI offers received in time shall be considered only when such offers are complete in all respects. In case of offers received through E-mail, please send the offer to the email ID specified in the SCC document of the tender.

3. Offers of Vendors who already have a valid Technical/Commercial MOU with BHEL-EDN for the items of the RFQ shall mention the relevant MOU reference no. and give only such other details not covered in the MOU.

4. In cases where tender documents are bulky, or due to some reasons tender documents are required to be submitted by hand or through posts/couriers, the offers are to be handed over either of the two purchase officers whose names are mentioned in the SCC document of tender RFQ.
5. Tenders will be opened on due date, time and venue as indicated in the RFQ in the presence of bidders at the venue indicated in the RFQ. For EPS tenders, e-mail notifications will be automatically generated and forwarded to registered e-mail ID/s of bidders during opening of tenders.
6. Bidder will be solely responsible:
   a. For submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.

   b. For submission of offers in the correct compartment of the tender box based on the day of due date (Monday/Wednesday/Friday). Please check before dropping your offer in the correct tender box.

   c. For depositing offers in proper sealed condition in the tender box. If the bidder drops the tender in the wrong tender box (or) if the tender document is handed over to the wrong person, BHEL will not be responsible for any such delays.

   d. For offers received through email etc., suppliers are fully responsible for lack of secrecy on information and ensuring timely receipt of such offers in the tender box before due date & time (This clause will not be applicable for EPS tenders).

   The above indicated submission of Offers as mentioned in points 6.a-6.d is applicable for tenders that are not floated through EPS.

   e. In case of e-tender, all required documents should be uploaded before due date and time. Availability of power, internet connections, system/software requirements etc. will be the sole responsibility of the bidder.

      Wherever assistance is needed for submission of e-tenders, help-line numbers as available in the web-site of service provider of BHEL may be contacted.

      Purchase Executive/ BHEL shall not be responsible for any of the activities relating to submission of offer.

D. <u>PROCESSING OF OFFERS RECEIVED:</u>

1. Any discount/ revised offer submitted by the supplier on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid).

   The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder.
2. Changes in offers or Revised offers given after Part-I bid opening shall not be considered as a part of the original offer unless such changes/revisions are requested by BHEL.

   In case of withdrawal of any Technical/Commercial deviation(s) by the bidder before opening of price bids/conducting the Reverse Auction, revision of price/impact bid will not be accepted.
3. In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the supplier will not be allowed to change any of their bids after Technical bids are opened (after the due date and time of tender opening).
4. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions by BHEL

and it accounts for price implications from bidders, all techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid.

Impact price will be applicable only for changes in technical specification / commercial conditions by BHEL. The impact price must be submitted on or before the cut-off date specified by BHEL and the original price bid and the price impact bid will be opened together at the time of price bid opening.

5. Un-opened bids (including price bids) will be returned to the respective bidders after release of Purchase order.

   Regarding Offers for EPS tenders that get rejected on PQC/ techno-commercial grounds, the bids for the subsequent parts will not be opened i.e., both technical bid and price bid (Parts-II & III)will not be opened in case of rejection on PQC ground and price bid (Part-II/Part-III, as applicable) will not be opened in case of rejection on techno-commercial ground.

6. After receipt of Purchase Order, supplier should submit required documents viz.,specified drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report , O & M Manuals and/or any other relevant documents as per Specification/Purchase Order, as and when required by BHEL/Customer.

7. Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of Purchase Order, unless clarification is sought for by BHEL and agreed upon in the Purchase Order.

8. Evaluation shall be on the basis of delivered cost (i.e. “Total Cost to BHEL").

   “Total Cost to BHEL” shall include total basic cost, packing & forwarding charges, taxes and/or duties(as applicable), freight charges, taxes on Services, customs clearance charges for imported items, any other cost indicated by bidder for execution of the contract and loading factors (for non-compliance to BHEL Standard Commercial Terms & Conditions).

   Benefits arising out of Nil Import Duty on DEEC, EPCG, DFIA Projects, Physical Exports or such 100% exemptions (statutory benefits), project imports, customer reimbursements of statutory duties (like Basic Customs Duty and cess on customs duty), Input tax credits as applicable will also be taken into account for arriving at the Total cost to BHEL (wherever applicable and as indicated in SCC document of tender).

   For EPS tenders, it shall be noted that the prices (including discounts) vis-a-vis currency quoted in EPS portal only will be considered as Final for the purpose of evaluation of the lowest bidder.

   Bidder shall ensure to indicate the applicable taxes against each line item in online portal, failing to which the same will be considered as inclusive/NIL.

   In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

   Incase more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

   Ranking will be done accordingly. BHEL’s decision in such situations shall be final and binding.

9. The evaluation currency for this tender shall be INR. For evaluation of offers in foreign currency, the exchange rate (TT selling rate of SBI) shall be taken as under:

Single part bids: Date of tender opening

Two/three part bids: Date of Part-I bid opening

Reverse Auction: Date of Part-I bid opening

In case of Performance Bank Guarantee (PBG) also, exchange rate will be considered as mentioned above for converting foreign currency to Indian currency and vice versa.

If the relevant day happens to be a bank holiday, then the exchange rate as on the previous working day of the bank (SBI) shall be taken.

10. Ranking (L-1, L-2 etc.) shall be done only for the techno-commercially acceptable offers.

E. <u>INFORMATION ON PAYMENT TERMS:</u>

1. All payments will be through Electronic Fund transfer (EFT). Vendor has to furnish necessary details as per BHEL standard format **(Refer Annexure IV)** for receiving all payments through NEFT.(Applicable for Indian vendors only).
2. In case of High Sea Sales transaction, customs clearance of the consignment landed on Indian Sea/Air ports will be done by BHEL based on the original HSS documents provided by vendors.

   All warehousing charges due to delay in submission of complete and or correct HSS documents to BHEL will be to supplier's account only. Such recovery will be made out of any of the available bills **(Refer Annexure V)**.
3. Statutory deductions, if any, will be made and the deduction certificate shall be issued.

   A. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.

      In addition to the above, Foreign vendors shall also submit relevant details of their bankers like Swift Code, Banker's Name &Address etc.

   B. TDS deduction as per section 51 of CGST Act,2017 shall be applicable as per Gazette Notification No. 50/2018-Central Tax, Dated: 13th September 2018 and subsequent notification/s, as and when released by Govt. authorities.
4. Levy and Collection of TCS by the seller of goods u/s 206C (1H) shall be in compliance with Govt. norms. The seller shall raise the invoice including the amount of TCS in the Tax Invoice and no separate debit note will be entertained.

   The seller should indicate his PAN number and TAN number in the Invoice. The seller should remit the TCS so collected from BHEL and provide TCS certificate/s with invoice no., invoice date, Amount etc.

   If by any chance seller is not remitting /not able to submit TCS certificates to BHEL on time, then the TCS amount with penalty, if any applicable will be recovered from seller in the available bills.
5. Incomplete documentation will not be accepted. Delayed submission of invoice / documents may result in corresponding delay in payment. In this connection, request to also refer clause: G about invoicing & payment formalities under GST regime.

   Applicable documents shall be submitted to the purchaser at the time of execution of supplies/services for availing GST input credits.

F. STANDARD PAYMENT TERMS OF BHEL-EDN:

PURCHASE ORDERS FOR:	SUPPLY WITH SERVICE(S)	SUPPLY ONLY
INDIGENOUS PROCUREMENT	a. 100% of basic value with taxes and freight will be paid in 45 days from the date of dispatch or 15 days from the date of submission of complete set of documentation, whichever is later. Note: In case PBG is not furnished, only 90% payment will be released against 100% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.	b. 100% of PO value with taxes and freight will be paid in 45 days from the date of dispatch or 15 days from the date of submission of complete set of documentation, whichever is later.
IMPORT PROCUREMENT	c. 100% of basic value will be paid against usance draft of 45 days from the date of AWB/BOL on submission of complete set of documents. Note: In case PBG is not furnished, only 90% payment will be released against 100% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.	d. 100% of PO value will be paid against usance draft of 45 days from the date of AWB/BOL on submission of complete set of documents.
HIGH-SEA SALES PROCUREMENT	e. 100% of basic value will be paid in 45 days from the date of signing of High Sea Sale agreement or 15 days from the date of submission of complete set of documentation, whichever is later Note: In case PBG is not furnished, only 90% payment will be released against 100% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.	f. 100% of basic value will be paid in 45 days from the date of signing of High Sea Sale agreement or 15 days from the date of submission of complete set of documentation, whichever is later.

g. Erection and Commissioning:

Evaluation methodology: Unless and otherwise specified in SCC, E&C charges should not be less than 10% of the main supply value. In case the quoted total E&C value is less than 10% of the main supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price proportionally from all items and apportioning towards E&C charges.

Payment term: 100% E&C charges along with tax as applicable, will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of E&C.

h. Erection Supervision and Commissioning:

Evaluation methodology: Unless and otherwise specified in SCC, E&C charges should not be less than 5% of the main supply value. In case the quoted total E&C value is less than 5% of the main supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price proportionally from all items and apportioning towards E&C charges.
Payment term: 100% E&C charges along with tax as applicable, will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of E&C.

i. Comprehensive Annual Maintenance Contract:

Evaluation methodology: Unless and otherwise specified in SCC, CAMC will be applicable for a period of 04 years from the date of expiry of warranty period (or) from the date of completion of commissioning of equipment, whichever is later and the total CAMC value should not be less than 20% of the main supply value. In case the quoted total CAMC value is less than 20% of the main supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price proportionally from all items and apportioning towards CAMC charges.

Payment terms: 100% CAMC charges along with tax as applicable, will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of CAMC on yearly basis.

j. Terms of Payment for Training: 100% payment will be made in 45 days from the date of completion of Training or 15 days from the date of submission of complete set of invoice along with documentary evidence, whichever is later.

LOADING FACTORS FOR DEVIATION IN PAYMENT TERMS (APPLICABLE FOR IMPORT PROCUREMENT ONLY):

1) For offers received with Sight draft payment term in place of Usance draft, loading applicable will be 1.0% of basic value.

2) For offers received with Letter of Credit payment term with Usance of 45 days, loading applicable will be 2.5% of basic value.
   Additional loading of 2% will be applicable for payment term as Letter of Credit at Sight.

k. Any payment term with credit period of less than 45 days for indigenous supply/HSS and any other variation of payment terms are liable for rejection.

l. Standard payment terms indicated in Clauses: F (a), (b), (c), (d), (e), (f), (g), (h), (i) & (j) will not attract any loading.

Note 1: Basic value of Purchase Order mentioned above will include all components of the purchase order and will exclude only taxes, duties, freight, training charges, E&C and AMC charges (wherever applicable). Wherever the Purchase Order is split into import portion and indigenous portion of supply, minimum % to be quoted for Services, wherever mentioned, will be of both purchase order values put together.

Note 2: In case of multiple packages/units in a power plant, payment of E&C charges will be processed on pro-rata basis.

Note 3: No deviation will be permitted from the duration of Guarantee/Warranty and/or Comprehensive Annual Maintenance Contract period specified in SCC.

G. Terms & Conditions to be complied under GST regime:

1. All invoices to contain BHEL-EDN (buyer) GSTIN number: 29AAACB4146P1ZB. However for CGST +SGST/UGST billing outside the state of Karnataka, invoice has to be generated with BHEL's Nodal Agency GSTIN number. Address of Nodal Agency along with GSTIN number will be provided by BHEL at the time of issuing dispatch clearance.

2. The Bidder shall mention Bidder's GSTIN number in all quotations and Invoices submitted.

3. The Bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.

4. Invoice submitted should be in the format as specified under GST Laws viz., all details as mentioned in Invoice Rules like GST registration number(GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST,IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.

5. Payment of GST to Vendor will be made only if it is matching with data uploaded by the Vendor in GST portal.

6. For invoices paid on Reverse charge basis – "Tax payable on reverse charge basis" to be mentioned on the invoice.

7. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/ leviable on BHEL.

8. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/ leviable on BHEL.

9. Vendor should intimate BHEL immediately on the same date of invoicing without any delay.

10. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the calendar month notified by BHEL.

11. Bidders to note that Rules & Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities.

12. As per Notification 88/2020-Central Tax dated 10th November 2020 (applicable w.e.f. 01 January 2021), the turnover for applicability of E-invoicing provisions has been reduced from 500 crores to 100 crores. In other words, registered person [other than a SEZ unit and those referred in Rule 54(2), 54(3), 54(4) and 54(4A) of the CGST Rules], whose aggregate turnover in any preceding financial year from 2017-18 onwards exceeds 100 crores, is required to comply with the requirement of IRN and QR code in respect of supply of goods or services or both to a registered person or for exports.

H. Performance bank guarantee (PBG):

Performance bank guarantee (PBG) will be applicable as called in the tender documents. Unless otherwise specified in the SCC, the PBG against performance of the contract shall be valid for a period of 24 months from the date of dispatch of goods + claim period of 03 months, for a value equal to 10 % of the basic value of the purchase order which will include all components of the purchase order and will exclude only taxes, duties, freight, training charges, E&C and AMC charges (wherever applicable).

1. The BG 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.
2. No deviation for the duration and value of PBG will be permitted.
3. PBG shall be from any of the BHEL consortium of bankers **(refer Annexure VI)**.
4. PBGs from nationalized banks are also acceptable.
5. 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.
6. PBG should be in the format specified **(refer Annexure VII)**. No deviation to this format will be allowed. However in case BHEL changes the PBG format, bidder shall honor the same.
7. Bank Guarantee should be enforceable in Bangalore.
8. In Case of Bank Guarantees submitted by Foreign Vendors-

   a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in Bangalore.

   b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

   b.1 Please note that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It shall be noted that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor.

   b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 is required to be followed.

   b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).
9. Expired PBGs will be returned only after expiry of the claim period.
10. PBG shall not be applicable for spares.

I. PROVISONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES) :

Benefits/facilities as applicable for Micro and Small Enterprises (MSEs) shall be available to MSEs registered with Government designated authorities as per the Purchase & Price Preference Policy of the Government subject to them becoming eligible otherwise.

Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration. Vendors have to submit the Udyog Aadhaar certificate along with attested copy of a CA certificate (Annexure VIII) or Udyam

Registration certificate applicable for the relevant financial year (latest audited) along with the tender documents in the Part-I bid to avail the applicable benefits.

Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-I in case of two-part bid and three-part bid).

Documents have to be notarized/attested by a Gazetted officer and must be valid as on the date of part I bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Please note that no benefit shall be applicable if any deficiency in the above required documents are not submitted before the price bid opening/Reverse Auction. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

Bidders to however note the documents that shall be furnished in order to establish credentials as MSE vendor should be as per the extant statutory requirements specified by the Ministry of Micro, Small and Medium Enterprises.

PURCHASE PREFERENCE FOR MSE VENDORS:

In tender, participating MSEs quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price from someone other than a MSE and such MSE shall be allowed to supply at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately (to tendered quantity).

- 3% of the 25% will be earmarked for women owned MSEs.
- 25% of the 25% (i.e., 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) & (2) are fulfilled.
- In case where no SC/ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, the 6.25% of earmarked quantity for SC/ST owned MSE firms will be distributed among the other eligible MSE vendors who have participated in the tender.

In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items/quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1. Such information that tendered quantity will not be split, shall be indicated in the SCC.

J. INTEGRITY COMMITMENT IN THE TENDER PROCESS, AND EXECUTION OF CONTRACTS:

1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the Tender process and execution of the Contract. BHEL will, during the tender process, treat all bidder / suppliers in a transparent and fair manner, and with equity.

2. Commitment by Bidder(s)/ Contractor(s):

   a. The Bidder(s)/ Contractor(s) commit(s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision or benefit which he is not legally entitled to.
   b. The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding or any actions to restrict competition.
   c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant Acts. 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 BHEL as part of business relationship.
   d. 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 and shall adhere to the relevant guidelines issued from time to time by Government of India/ BHEL.

If the Bidder(s) / Contractor(s), before award or during execution of the Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, BHEL is entitled to disqualify the Bidder(s) / Contractor (s) from the tender process or terminate the contract and/ or take suitable action as deemed fit.

K. 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.

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

b) Please refer Section-8 of the IP for Role and Responsibilities of IEMs (Annexure IX). 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 IEM/s 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 indicated in SCC document of tender.

Annexure

Annexure I

Guidelines for Indian Agents

- **Definition of Indian Agent**: An Indian Agent of foreign prinicipal is an individual, a partnership, an association of persons, a private or pubile company, that carries our specific obligation(s) towards processing of BHEL tender or finalization or execution of BHEL's contract on behalf of the foreign supplier.

In case of yes, vendor to note the following and reply accordingly:

i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.

ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.

iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.

iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.

v. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.

vi. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.

vii. The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at annexure –'A' shall apply in all such cases.

viii. The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per Annexure-B (copy enclosed). It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.

The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.

---x---

Vendor's Signature with Seal

Annexure-A

Guidelines for Indian Agents of Foreign Suppliers

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 Disclosure of particulars of agents/ representatives in India, if any.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:

2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.

2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

—x—

ANNEXURE - II
LIST OF INTERNATIONAL GATEWAY AIRPORTS

For air based consignment, terms of delivery will be on FCA basis from following listed airports only. Vendors are requested to verify this list for use before submission of offer.

SCHEDULE NO	COUNTRY	CURRENCY CODE	AIRPORT
D01	UK	GBP	LONDON (HEATHROW)
D02	UK	GBP	NEW CASTLE
D03	UK	GBP	OXFORD. CHETLAM
D04	UK	GBP	BRISTOL. WELLINGBOROUGH
D05	UK	GBP	BIRMINGHAM
DO6	UK	GBP	EAST MIDLANDS
D07	UK	GBP	MANCHESTER
D08	UK	GBP	LEEDS
D09	UK	GBP	GLASGOW
D10	FRANCE	EURO	PARIS (ROISSY) & LYON
D11	SWEDEN	EURO	STOCKHOLM
D12	SWEDEN	EURO	GOTHENBERG & MALMO
D13	ITALY	EURO	ROMA, MILAN
D14	ITALY	EURO	TURIN, BOLOGNA, FLORENCE
D15	NETHERLANDS	EURO	AMSTERDAM, ROTTERDAM
D16	AUSTRIA	EURO	VIENNA, LINZ, GRAZ
D17	BELGIUM	EURO	ANTWERP, BRUSSELS
D18	DENMARK	DKK	COPENHAGEN
D19	JAPAN	JPY	TOKYO, OSAKA
D20	SINGAPORE	SGD	SINGAPORE
D21	CANADA	CAD	TORONTO
D22	CANADA	CAD	MONTREAL
D23	USA	USD	NEW YORK, BOSTON
D24	USA	USD	CHICAGO
D25	USA	USD	SAN FRANCISCO, LOS ANGELES
D26	USA	USD	ALANTA, HOUSTON
D27	GERMANY	EURO	MUNICH, KOLN, DUSSELDORF, HANNOVER, HAMBURG, STUTTGART, DAMSTADT, MANIHIEM, NURUMBERG
D28	GERMANY	EURO	FRANKFURT
D29	GERMANY	EURO	BERLIN
D30	SWITZERLAND	SFR	BASLE, ZURICH, GENEVA
D31	SPAIN	EURO	BARCELONA
D32	AUSTRALIA	AUD	SYDNEY
D33	AUSTRALIA	AUD	MELBOURNE
D34	AUSTRALIA	AUD	PERTH
D35	CZECH	EURO	PRAGUE
D36	HONG KONG	HKD	HONG KONG
D37	NEW ZELAND	NZD	AUCKLAND
D38	RUSSIA	USD	MOSCOW
D39	SOUTH KOREA	USD	KIMPO INTERNATIONAL, INCHEON
D40	FINLAND	EURO	HELSINKI
D41	ROMANIA	EURO	BUCHAREST
D42	NORWAY	EURO	OSLO
D43	IRELAND	EURO	DUBLIN
D44	ISRAEL	USD	TEL AVIV
D45	UAE	USD	DUBAI
D46	OMAN	USD	MUSCAT
D47	EGYPT	USD	CAIRO
D48	TAIWAN	USD	TAIPEI
D49	UKRAINE	USD	KIEV
D50	CHINA	USD	SHANGHAI, SHENZHEN
D51	PHILIPINES	USD	MANILA
D52	MALAYSIA	USD	KUALALUMPUR, PE NANG
D53	CYPRUS	USD	LARNACA
D54	SOUTH AFRICA	USD	JOHANNESBERG, DURBAN
D55	SLOVAKIA	EURO	BARTISLOVA
D56	SAUDI ARABIA	SAR	RIYADH
D57	TURKEY	EURO	ISTANBUL
D58	THAILAND	USD	BANGKOK
D59	BRAZIL	USD	SAO PAULO, RIO DE JANEIRO

ANNEXURE – III

DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID

Following guidelines will be followed in case of discrepancy in words & figures-quoted in price bid:

(a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

ANNEXURE - IV

Electronic Funds Transfer (EFT) OR Paylink Direct Credit Form

Please Fill up the form in **CAPITAL LETTERS** only.
TYPE OF REQUEST(Tick one): _____ CREATE _____ CHANGE

BHEL Vendor / Supplier Code:
Company Name :
Permanent Account Number(PAN):
Address

City: PINCODE STATE

Contact Person(s)
Telephone No:
Fax No:
e-mail id:

1 Bank Name:
2 Bank Address:

3 Bank Telephone No:
4 Bank Account No:
5 Account Type: Savings/Cash Credit
6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank
7 Bank IFSC Code(applicable for NEFT)
8 Bank IFSC code(applicable for RTGS) (Indian Financial System Code)

A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transfering Bank responsible.
C This authority remains in full force until BHEL, EDN,Bangalore receives written notification requesting a change or cancellation.
D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:
Designation: Telephone No. with STD Code

Company Seal

Bank Certificate

We certify that_____has an Account No_____ with us and we confirm that the bank details given above are correct as per our records.

Date: (.....)
Place: Signature

Please return completed form **along with a blank cancelled cheque or photocopy** thereof to:
Bharath Heavy Electricals Ltd,
Attn:
Electronics Division, Mysore Road,
BANGALORE - 560 026
In case of any Querry, please call concerned purchase executive.

ANNEXURE - V

PRESENT PROCEDURE FOR SALE IN TRANSIT (HIGH SEA SALES)

In case of High Sea Sales, vendor should submit following documents:

1. **ORIGINAL HIGH SEA SALES AGREEMENT**
   - Sale agreement (on Rs. 200/- non-judicial stamp paper & notarised with 2 witnesses with identity) has to be signed between BHEL and the Party importing material. The date of the sale documents should be in between the date of House Air Way Bill / Bill of Lading and before landing of the goods in Indian origin.
   - Following shall be included in the High Sea Sales Agreement:
     "THE BUYER ALSO UNDERTAKE DISCHARGES, THE OBLIGATION AND FULFILLMENT OF CONDITIONS, IF ANY, ATTACHED TO THE IMPORTATION, ASSESSMENT AND CLEARANCE OF THE GOODS IN TERMS CUSTOMS TARIFF ACT 1975, THE CUSTOMS ACT 1962 & RULES & REGULATIONS MADE THERE UNDER AND OTHER RELEVANT ACTS, ORDERS, NOTIFICATIONS".

2. **ORIGINAL INVOICES: INDIGENOUS RUPEE INVOICE & FOREIGN CURRENCY INVOICE**
   - Prices should be C.I.F., designated airport/seaport basis.
   - I.E.C., C.S.T., K.S.T. Nos. to be mentioned.
   - Description of item (Nomenclature), Unit & Quantity in both the Foreign Currency & the Indigenous Invoice in Rupee shall be exactly as per Purchase Order Description of item, Quantity and Unit. The Indigenous Invoice value shall be exactly as per Purchase Order value.
   - Seller should give Foreign Currency Invoice from the original consignor. The Foreign Currency Invoice value should be at least 2% (two per cent) less than the Indigenous Rupee Invoice value in equivalent foreign currency.

4. **ORIGINAL HOUSE AIR WAY BILL/ BILL OF LADING**
   - The sale agents should duly endorse House Air Way Bill (HAWB) for air shipments or original Bill of Lading (O.B.L.) for sea shipments and Foreign Currency Invoice in favour of BHEL-EDN.

5. **ORIGINAL CARGO ARRIVAL NOTICE FROM FORWARDER.**

6. **ORIGINAL DELIVERY ORDER ISSUED IN NAME OF BHEL-EDN.**

7. **ORIGINAL PACKING LIST.**

8. **A LETTER TO THE COMMISSIONER OF CUSTOMS FOR EFFECTING ABOVE SALE.**

9. **A LETTER TO THE DEPUTY ASSESSOR (OCTROI) FOR EFFECTING ABOVE SALE IN FAVOUR OF BHEL.**

REMARKS: In case vendor needs any clarifications on the above, the same may be sought in writing.

ELECTRONICS DIVISION, BANGALORE

Annexure-VI

BHEL MEMBER BANKS (LIST OF CONSORTIUM BANKS)

Bank Guarantee (BG) shall be issued from the following banks only:

Sl. No.	Nationalised Banks	Sl. No.	Public Sector Banks
1	Allahabad Bank	18	IDBI
2	Andhra Bank		
3	Bank of Baroda	Sl. No.	**Foreign Banks**
4	Canara Bank	19	CITI Bank N.A
5	Corporation Bank	20	Deutsche Bank AG
6	Central Bank	21	The Hongkong and Shanghai Banking Corporation Ltd. (HSBC)
7	Indian Bank	22	Standard Chartered Bank
8	Indian Overseas Bank	23	J P Morgan
9	Oriental Bank of Commerce		
10	Punjab National Bank	**Sl. No.**	**Private Banks**
11	Punjab & Sindh Bank	24	Axis Bank
12	State Bank of India	25	The Federal Bank Limited
13	Syndicate Bank	26	HDFC Bank
14	UCO Bank	27	Kotak Mahindra Bank Ltd
15	Union Bank of India	28	ICICI Bank
16	United Bank of India	29	IndusInd Bank
17	Vijaya Bank	30	Yes Bank

Note:

- All BGs must be issued from BHEL consortium banks listed above.
- This list is subject to changes. Hence vendors are requested to check this list every time before issuing BGs.
- Bank Guarantees issued by Co-operative Banks/Financial Institutions cannot be accepted under any circumstance.

Annexure-VII

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.

We .....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said 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 the .....[8]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 to .....[7]
c) Unless the Bank is served a written claim or demand on or before _____[8] 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-VIII

Certificate by Chartered Accountant on letterhead

This is to certify that M/s _____ (hereinafter referred to as 'enterprise') having PAN Number _____and UDYAM Registration Number _____, registered office at _____ _____ is falling under the category _____ (**Micro / Small / Medium**) under MSMED Act 2006. (Copy of UDYAM Registration Certificate to be enclosed).

The said classification of _____ (**Micro / Small / Medium**) is arrived at based on the Notifications / guidelines / clarifications issued under Micro, Small and Medium Enterprises Development Act, 2006 including the notification S.O.2119 (E) dated 26th June 2020.

The Investment of the enterprise in Plant and Machinery or Equipment as at 31st March 2020 as per Clause 4 of the Notification is _____ (Rupees in Lakhs).

The turnover of the Enterprise for the period ending 31st March 2020 as per Clause 5 of the Notification is _____ (Rupees in Lakhs).

Date:

(Signature) Name-
Membership number-

Seal of Chartered Accountant with UDIN reference

Annexure-IX

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

RFQ No.SBA0000492- Panki- Instrumentation cable

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

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

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 - Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

---	---
For & On behalf of the Principal	For & On behalf of the Bidder/ Contractor
(Office Seal)	(Office Seal)
Place----------	
Date----------	
Witness:_____	Witness:_____
(Name & Address) _____	(Name & Address) _____
_____	_____

Annexure-X

Restrictions under Rule 144(xi) of General Financial Rules, 2017 amendment dt: 23.07.2020

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means :-

a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose *beneficial owner* is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The *beneficial owner* for the purpose of (iii) above will be as under:

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

Explanation--

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

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division
PB 2606 , Mysore Road Bangalore , 560026 INDIA

CE: PR: 002- Rev 02

GENERAL COMMERCIAL CONDITIONS FOR CONTRACT

These 'General Commercial Conditions for Contract for Purchase' herein after referred to as GCC apply to all enquiries, tenders, requests for quotations, orders, contracts and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliveries") to Bharat Heavy Electricals Limited and any of its units, regions or divisions (hereinafter referred to as "BHEL" or the Purchaser) or its projects/ customers.

Any deviations from or additions to these GCC require BHEL's express written consent. The general terms of business or sale of the vendor shall not apply to BHEL. Acceptance, receipt of shipments or services or effecting payment shall not mean that the general terms of business or sale of the vendor have been accepted.

Orders, agreements and amendments thereto shall be binding if made or confirmed by BHEL in writing. Only the Purchasing department of BHEL is authorized to issue the Purchase Order or any amendment thereof.

Definitions: Throughout these conditions and in the specifications, the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.

a) 'The Purchaser' means Bharat Heavy Electricals Limited, Electronics division, Mysore road, Bangalore 560 026, a Unit of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act having its registered office at BHEL House, Siri Fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
b) 'The vendor' means the person, firm, company or organization on whom the Purchase Order is placed and shall be deemed to include the vendor's successors, representative heirs, executors and administrator as the case may be. It may also be referred to as Seller, Contractor or Supplier.
c) 'Contract' shall mean and include the Purchase Order incorporating various agreements, viz. tender/ RFQ, offer, letter of intent/acceptance/ award, the General Conditions of Contract and Special Conditions of Contract for Purchase, Specifications, Inspection/ Quality Plan, Schedule of Prices and Quantities, Drawings, if any enclosed or to be provided by BHEL or his authorized nominee and the samples or patterns if any to be provided under the provisions of the contract.
d) 'Parties to the Contract' shall mean the 'The Vendor' and the Purchaser as named in the main body of the Purchase Order.

Order of Precedence:

In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI / LOA, Special Conditions of Contract and General Conditions of Contract for commercial conditions; and specific agreement on technical conditions, RFQ/offer and specification for Technical Conditions.

Interpretation:

In the contract, except where the context requires otherwise:

a) words indicating one gender include all genders;
b) words indicating the singular also include the plural and words indicating the plural also include the singular;

c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
d) "Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

Applicable Conditions:

1. Price Basis: All prices shall be firm until the purchase order is executed / completed in all respects. No price variations / escalation shall be permitted.

2. Ordering and confirmation of Order:Vendor shall send the order acceptance on their company letter head/ through e-mail within a week from the date of receipt of Purchase Order or such other period as specified/ agreed by BHEL. BHEL reserves the right to revoke the order placed if the order confirmation differs from the original order placed. The acceptance of goods/services/supplies by BHEL as well as payments made in this regard shall not imply acceptance of any deviations.
   The purchase order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified/agreed by BHEL) from the date of receipt of the purchase order.

3. Documentation:After receipt of Purchase Order, vendor should submit necessary documents(if & as applicable) like drawings specified, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report , O & M Manuals and/or any other relevant documents as per Specification/Purchase Order, as and when required by BHEL/Customer.
   At any stage within the contract period, the vendor shall notify of any error, fault or other defect found in BHEL's documents /specifications or any other items for reference. If and to the extent that (taking account of cost and time) any vendor exercising due care would have discovered the error, fault or other defect when examining the documents/specifications before submitting the tender, the time for completion shall not be extended. However if errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the vendor's documents, they shall be corrected at his cost, notwithstanding any consent or approval.

4. Penalty:
   a. For delay in documentation: In the event of delay in submission of complete set of specified documents ((like drawings, bill of materials, datasheets, catalogues, quality plan etc. as called in tender specifications including soft copies wherever applicable) in required sets beyond two(02) weeks (or as agreed/indicated in the SCC/Purchase Order) from the date of receipt of Purchase Order(by email), penalty at 0.5% (half percent) per week or part thereof, limited to a maximum of 5% (five percent) of the basic material value of the Purchase Order will be applicable.

      Penalty for delayed documentation if applicable, shall be deducted at the time of first supply payment. If penalty is applicable for duration of less than a week, penalty @ 0.5% (half percent) of the basic material value will be deducted. GST as applicable will be recovered along with penalty amount.

   b. For delay in delivery: In the event of delay in agreed contractual delivery as per Purchase Order, penalty @ 0.5 % (half percent) per week or part thereof but limited to a max of 10% (ten percent) value of undelivered portion (basic material cost) will be applicable. Delivery will commence from the date of issue of Manufacturing clearance along with approved document. The date for which Inspection call is issued by vendor along with test certificates / test reports /Certificate of Conformance / calibration reports, as proof of completion of manufacturing will be treated as date of deemed delivery for penalty calculation. In the absence of furnishing such document indicated above as proof of completion of manufacturing along with inspection call, actual date of inspection will be considered as date of deemed delivery and BHEL will not be responsible for delay in actual date of inspection.

Penalty for delayed delivery if applicable, shall be deducted at the time of first supply payment. If penalty is applicable for duration of less than a week, penalty @ 0.5% (half percent) of the basic material value will be deducted. GST as applicable will be recovered along with penalty amount.

5. Contract variations (Increase or decrease in the scope of supply): BHEL may vary the contracted scope as per requirements at site. If vendor is of the opinion that the variation has an effect on the agreed price or delivery period, BHEL shall be informed of this immediately in writing along with technical details. Where unit rates are available in the Contract, the same shall be the basis for such additional work. Vendor shall not perform additional work before BHEL has issued written instructions/ amendment to the Purchase Order to that effect. The work which the vendor should have or could have anticipated in terms of delivering the service(s) and functionality (i.e.) as described in this agreement, or which is considered to be the result of an attributable error on the vendor's part, shall not be considered additional work.

6. Inspection: Prior written notice of at least 10 days shall be given along with internal test certificates/COC and applicable test certificates. Materials will be inspected by BHEL-EDN-QS/CQS or BHEL nominated Third Party Inspection Agency (TPIA) or BHEL authorized Inspection Agency or Customer / Consultant or jointly by BHEL & Customer / consultant. All tests have to be conducted as applicable in line with approved Quality plan or QA Checklist or Purchase specification and original reports shall be furnished to BHEL-EDN, Bangalore for verification/acceptance for issue of dispatch clearance. BHEL reserves the right for conducting repeat test, if required.
   All costs related to inspections & re-inspections shall be borne by vendor. Whether the Contract provides for tests on the premises of the vendor or any of his Sub-contractor/s, vendor shall be responsible to provide such assistance, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by BHEL only if specifically agreed to in the purchase order.

7. Transit Insurance: Transit insurance coverage between vendor's works and project site shall be to the account of BHEL, unless specifically agreed otherwise. However, vendor shall send intimation directly to insurance agency (as mentioned in dispatch instructions issued by BHEL) through fax/courier/e-mail, immediately on dispatch of goods for covering insurance. A copy of such intimation sent by vendor to insurance agency shall be given to BHEL along with dispatch documents. Dispatch documents will be treated as incomplete without such intimation copy. BHEL shall not be responsible for sending intimations to insurance agency on behalf of the vendor.

8. Mode of dispatch:
   Indigenous Scope: By road on Door Delivery Consignee Copy attached basis through your approved transporter (unless otherwise indicated in Dispatch Instructions), only on receipt of Despatch Clearance from BHEL.
   Imported Scope: By Air/Sea through BHEL approved Freight Forwarder/supplier approved Consolidator respectively as per agreed contractual terms, only on receipt of Dispatch Clearance from BHEL.

9. Changes in Statutory levies:
   If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the execution of Contract, which was or will be assessed on the bidder in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between BHEL and the bidder /agent of foreign bidder (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the bidder /agent.

10. Availing duty/tax exemption benefits by bidder, wherever applicable: BHEL shall issue the required Certificate/s, as per relevant policies of the Govt. of India, to facilitate the bidders to avail any such benefits under the Contract. In case of failure of the bidders to receive the benefits partly or fully from the Govt. of India and/or in case of any delay in receipt of such benefits, BHEL shall neither be liable nor responsible in any manner whatsoever.

11. Taxes against sub-vendor dispatches: All taxes/levies, as applicable in respect of all components, equipments and material to be despatched directly from the sub-vendor's works to Site irrespective of the fact whether such taxes and levies are assessable and chargeable on Vendor or the BHEL, shall be to the vendor's account and no separate claim in this regard will be entertained by BHEL.

12. High Sea Sales (HSS): Customs clearance of the consignment landed on Indian Sea/Air ports will be done by BHEL based on the original HSS documents provided by vendors.
    Any delay in submission of complete/correct HSS documents to BHEL may incur demurrage charges. All demurrage charges on account of incomplete /incorrect HSS documents submission by vendor will be to vendor's account and all such charges will be recovered from any of the available vendor bills with BHEL.

13. Packaging and dispatch:The Seller shall package the goods safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea/ Air / Rail/ Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures/ hooks and sling marks as may be required for easy and safe handling. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.
    The packing, shipping, storage and processing of the goods must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Any Imported/Physical Exports items packed with raw/ solid wood packing material should be treated as per ISPM – 15 (fumigation) and accompanied by Phytosanitory/ Fumigation certificate. If safety information sheets (MSDS – Material Safety Data Sheet) exist for an item or the packaging, vendor must provide this information without fail along with the consignment.
    Each package must be marked with Consignee name, Purchase order number, Package number, Gross weight and net weight, dimensions (LxBxH) and Seller's name. Packing list of goods inside each package with PO item number and quantity must also be fixed securely outside the box to indicate the contents of each box. Total number of packages in the consignment must also be indicated in the packing list.
    Separate packing & identification of items should be as follows.
    1. Main Scope - All items must be tagged with part no. & item description.
    2. Commissioning accessories/spares - All items must be tagged with part no. & item description.
    3. Mandatory spares - All items must be tagged with part no. & item description.
    Nevertheless, vendor shall adhere to dispatch & packing instructions issued by BHEL at the time of dispatch.

14. Assignment of Rights & Obligations; Subcontracting: Vendor is not permitted to subcontract the delivery or any part thereof to third party or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from BHEL. Any permission or approval given by the BHEL shall, however, not absolve the vendor of the responsibility of his obligations under the Contract.

15. Progress report: Vendor shall render such report as to the progress of work and in such form as may be called for by the concerned purchase officer from time to time. The submission and acceptance of such reports shall not prejudice the rights of BHEL in any manner.

16. Non-disclosure and Information Obligations: Vendor shall provide with all necessary information pertaining to the goods as it could be of importance to BHEL. Vendor shall not reveal any specified confidential information that may be divulged by BHEL to Vendor's employees not involved with the tender/ contract & its execution and delivery or to third parties, unless BHEL has agreed to this in writing beforehand. Vendor shall not be entitled to use the BHEL name in advertisements and other commercial publications without prior written permission from BHEL.

17. Cancellation /Termination of contract: BHEL shall have the right to completely or partially terminate the agreement by means of written notice to that effect. Termination of the Contract, for whatever reason, shall be without prejudice to the rights of the parties accrued under the Contract up to the time of termination.
    BHEL shall have the right to cancel/foreclose the Order/ Contract, wholly or in part, in case it is constrained to do so on account of any decline, diminution, curtailment or stoppage of the business.

18. Risk Purchase Clause: In case of failure of supplier, BHEL at its discretion may make purchase of the materials / services not supplied / rendered in time at the RISK & COST of the supplier. Under such situation, the supplier who fails to supply the goods in time shall be wholly liable to make good to BHEL any loss due to risk purchase.
    In case of items demanding services at site like erection and commissioning, vendor should send his servicemen/representatives within 7 days from the service call. In case a vendor fails to attend to the service call, BHEL at its discretion may also make arrangements to attend such service by other parties at the **RISK & COST** of the supplier. Under such situation the supplier who fails to attend the service shall be wholly liable to make good to BHEL any loss due to risk purchase/service including additional handling charges due to the change.

19. Shortages: In the event of shortage on receipt of goods and/or on opening of packages at site, all such shortages, caused by supplier's act or omission, shall be made good at free of cost within a reasonable time that BHEL may allow from such intimation.
    Transit Damages: In the event of receipt of goods in damaged condition or having found them so upon opening of packages at site, supplier shall make good of all such damages within a reasonable time from such intimation by BHEL. In case BHEL raises an insurance claim, the cost of material limited to insurance settled amount less handling charges will be reimbursed to supplier.

20. Remedial work: Notwithstanding any previous test or certification, BHEL may instruct the vendor to remove and replace materials/goods or remove and re-execute works/services which are not in accordance with the purchase order. Similarly BHEL may ask the vendor to supply materials or to execute any services which are urgently required for any safety reasons, whether arising out of or because of an accident, unforeseeable event or otherwise. In such an event, Vendor shall provide such services within a reasonable time as specified by BHEL.

21. Indemnity Clause: Vendor shall comply with all applicable safety regulations and take care for the safety of all persons involved. Vendor is fully responsible for the safety of its personnel or that of his subcontractor's men / property, during execution of the Purchase Order and related services. All statutory payments including PF, ESI or other related charges have to be borne by the vendor. Vendor is fully responsible for ensuring that all legal compliances are followed in course of such employment.

22. Product Information, Drawings and Documents: All specified drawings, technical documents or other technical information received by Vendor from BHEL or vice versa shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the Disclosing party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the contract.
    Vendor, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit and enable BHEL to erect, commission, operate and maintain the product. Such information and drawings shall be supplied in as many numbers of copies as may be agreed upon.
    All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the disclosing party.

23. Intellectual Property Rights, Licenses: If any Patent, design, Trade mark or any other intellectual property rights apply to the delivery (goods/related service) or accompanying documentation shall be the exclusive property of the Vendor and BHEL shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise during the execution of the Purchase Order/ contract for delivery by vendor and/or by its employees or third parties involved by the vendor for performance of the agreement shall belong to BHEL. Vendor shall perform everything necessary to obtain or establish the above mentioned rights. The Vendor guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Vendor shall do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged)

claims by third parties. The Vendor shall indemnify BHEL against any (alleged) claims by third parties in this regard and shall reimburse BHEL for any damages suffered as a result thereof.

24. Force Majeure: Notwithstanding anything contained in the purchase order or any other document relevant thereto, neither party shall be liable for any failure or delay in performance to the extent said failures or delays are caused by the "Act of God" and occurring without its fault or negligence, provided that, force majeure will apply only if the failure to perform could not be avoided by the exercise of due care and vendor doing everything reasonably possible to resume its performance.
    A party affected by an event of force majeure which may include fire, tempest, floods, earthquake, riot, war, damage by aircraft etc., shall give the other party written notice, with full details as soon as possible and in any event not later than seven (7) calendar days of the occurrence of the cause relied upon. If force majeure applies, dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

    Notwithstanding above provisions, in an event of Force Majeure, BHEL reserves for itself the right to cancel the order/ contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of deliveries and other schedules.

25. Warranty:
    Wherever required, and so provided in the specifications/ Purchaser Order, the Seller shall ensure that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance.
    Unless otherwise specified in SCC, warranty period shall be applicable for a period of 24 months from the date of delivery of goods or 18 months from the date of commissioning of goods, whichever is earlier.
    The warranty period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery. Unless otherwise specifically provided in the Purchase Order, Vendor's liability shall be co terminus with the expiration of the applicable warranty period.

26. Limitation of Liability: Vendor's liability towards this contract is limited to a maximum of 100% of the contract value and consequential damages are excluded. However the limits of liability will have no effect in cases of criminal negligence or wilful misconduct.
    The total liability of Vendor for all claims arising out of or relating to the performance or breach of the Contract or use of any Products or Services or any order shall not exceed the total Contract price.

27. Liability during warranty: Vendor shall arrange replacement / repair of all the defective materials / services under its obligation during the warranty period. The rejected goods shall be taken away by vendor and replaced / repaired. In the event of the vendor's failure to comply, BHEL may take appropriate action including disposal of rejections and replenishment by any other sources at the cost and risk of the vendor.
    In case, defects attributable to vendor are detected during Warranty period or where the commissioning call is issued within the warranty period, vendor shall be responsible for replacement/ repair of the goods as required by BHEL at vendor's cost even after expiry of warranty period.
    Further if the equipment or any part thereof cannot be used by reason of such defect and/or making good of such defect, the warranty period of the equipment or such part, as the case may be, shall be extended by a period equal to the period during which the equipment or such part cannot be used by BHEL because of any of the aforesaid reasons. Upon correction of the defects in the facilities or any part thereof by repair/replacement, such repair/replacement shall have the warranty period for a period of twelve (12) months from the time such replacement/repair of the equipment or any part thereof has been completed.

28. Liability after warranty period: At the end of the warranty, the Vendor's liability ceases except for latent defects. For the purpose of this clause, latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the warranty Period, but later. The Contractor's liability for latent defects warranty for the equipment including spares shall be limited to a period of six months from the end of the warranty period of the respective equipment including spares or first time commissioning, whichever is later but not later than one (01) year from the date of expiry of warranty period.

29. Compliance with Laws: Vendor shall, in performing the contract, comply with all applicable laws. The vendor shall make all remittances, give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the laws in relation to the execution and completion of the contract and for remedying of any defects; and the Contractor shall indemnify and hold BHEL harmless against and from the consequences of any failure to do so.

30. Settlement of Disputes:Except as otherwise specifically provided in the Purchase Order, decision of BHEL shall be binding on the vendor with respect to all questions relating to the interpretation or meaning of the terms and conditions and instructions herein before mentioned and as to the completion of supplies/work/services, other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the contract, instructions, orders or these conditions or otherwise concerning the supply or the execution or failure to execute the order, whether arising during the schedule of supply/work or after the completion or abandonment thereof. Any disputes or differences among the parties shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration. Vendor shall continue to perform the contract, pending settlement of dispute(s).

31. Arbitration Clause in case of Contract with vendors other than Public Sector Enterprise (PSE) or a Government Department:

    Arbitration & Conciliation:

    The parties shall attempt to settle any disputes or difference arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, or in connection with this contract through friendly discussions. In case no amicable settlement can be reached between the parties through such discussions, in respect of any dispute; then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL–EDN. Such Sole Arbitrator appointed, shall conduct the arbitration in English language.
    The Arbitrator shall pass a reasoned award and the award of the Arbitration shall be final and binding upon the Parties.
    Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bangalore.
    The cost of arbitration shall be borne as decided by the Arbitrator upon him entering the reference.
    Subject to the Arbitration Clause as above, the Courts at Bangalore alone shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
    Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the parties shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and efficiency in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

    Arbitration Clause in case of Contract with a Public Sector Enterprise (PSE) or a Government Department:

    In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any Party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.'

32. Applicable Laws and Jurisdiction of Courts: Prevailing Indian laws both substantive and procedural, including modifications thereto, shall govern the Contract. Subject to the conditions as aforesaid, the competent courts in Bangalore alone shall have jurisdiction to consider over any matters touching upon this contract.

33. General Terms: That any non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents.
    That the headings used in this agreement are for convenience of reference only.
    That all notices etc., to be given under the Purchase order shall be in writing, type script or printed and if sent by registered post or by courier service to the address given in this document shall be deemed to have been served on the date when in the ordinary course, they would have been delivered to the addressee.

ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division
PB 2606 , Mysore Road Bangalore , 560026 INDIA

CE: PR: 003- Rev 02

SPECIAL COMMERCIAL CONDITIONS OF CONTRACT

Reference is brought to BHEL's Instructions to Bidders (Document Ref: CE: PR: 001- Rev 03) and General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 02).

These two documents along with Special Conditions of Contract annexed to this RFQ will form an integral part of the contract as and when the RFQ culminates into a Purchase Order / Contract.

RFQ No. : **SBA0000492**
RFQ Date : As per E-procurement website
RFQ Due Date : As per E-procurement website
Customer/Project : **Panki**
Scope Description : **Instrumentation cable**

Kindly submit your quotation as ~~**single/two/three**~~ **-part bid** (Pre-Qualification Criteria-1st part; Techno-Commercial bid-2nd part & Price bid-3rd Part) in E-Procurement System portal: https://eprocurebhel.co.in within the Due- Date of __ As per E-procurement website _____ before _ As per E-procurement website _____ hours IST and note that tenders will be opened on the same day at _ As per E-procurement website _____hours IST.

Purchase Executives: Clarifications with regard to the tender shall be addressed to purchase officers whose e-mail IDs are given below:_____saravanababu@bhel.in_____ or _____padmanabha@bhel.in_____

Splitting of tendered quantity to MSE vendors: The tendered quantity will not be split to MSE vendor/s subject to submission of relevant document/s by vendors. ~~Refer clause:I of Instructions to Bidders for conditions applicable and for information on document/s to be submitted.~~

Destination: For Indigenous scope of supply, items are to be directly despatched to BHEL site office/stores located at __Panki_____TPP in __Uttar Pradesh____ state, India. Detailed Consignee details will be issued by BHEL along with Despatch Clearance.

Terms of Delivery:

- **Indigenous scope of supply:** Ex-works, ___<indicate station of dispatch>_____ (including Packing & Forwarding charges but excluding Taxes).

Under-mentioned details shall be provided against indigenous supplies & services:

a. GSTIN of place of supply : _____

b. GeM Seller ID mandatorily required for PO placement :_____

I. Bidders to mandatorily provide confirmation/compliance for the under-mentioned terms:

SL NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	REMARKS,if any
01	**Reverse**	BHEL shall be resorting to Reverse Auction		

	Auction (RA)	(Guidelines as available on http://www.bhel.com/index.php/vender) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	AGREE	
03	**Delivery Period**	Within _12_ weeks from the date of issue of Manufacturing clearance along with approved document. Delay in contractual delivery will attract Penalty as per GCC Clause no.:04.b.	AGREE …… weeks	
04	**Terms of Payment at the time of material supply**	Refer Clause "F" of Instructions to Bidder for BHEL standard Payment terms and loading factors applicable for non-compliance against payment terms: **Indigenous Scope :** b)Supply only	AGREE	
05	**Declaration of local content :** The 'Class-I local supplier'/'Class-II local supplier' shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be.	'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. {'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under Public procurement order no.P-45021/2/2017-PP (BE-II) dt: 16.09.2020. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under Public procurement order no.P-45021/2/2017-PP (BE-II) dt: 16.09.2020. In the event of any Nodal Ministry prescribing higher or lower margin of purchase preference and/or higher or lower percentage of local content in respect of this procurement, same shall be applicable}.' (Refer Clause 'A' Sl. No. 12 of Instructions to Bidders).	Percentage of local content : _____% Details of the Location(s) at which the local value addition is made : _____	
06	Declaration as a compliance	The below declaration is to be submitted on Company Letter head duly signed and sealed by		

	to Rule 144(xi) of GFR, 2017 amendment dt 23.07.2020 issued by Ministry of Finance, Govt. of India.	authorised signatory, for ascertaining the eligibility of offer in the tender. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our firm is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that our firm fulfils all requirements in this regard and is eligible to be considered." (Refer Clause 'A' Sl. No. 13 of Instructions to Bidders).		

II. **<u>Bidder to note that Deviations shall not be permitted for the below mentioned terms and are deemed to be complied. In case of non-compliance/deviation, offer shall be liable for rejection:</u>**

(1) Submission of documents post PO viz., drawings /data sheet etc. as indicated in Cl: 04 of GCC: Within _02_ weeks from the date of receipt of Purchase Order. Delay in submission of complete set of specified documents in NIT, will attract Penalty as per GCC Clause no.:04.a.

(2) Validity: The offer will be valid for a period of _90_ days from the date of part-I bid opening and in case of Negotiation/ Counter-offer/RA, price validity will apply afresh for a period of _30_ days from the date of according final price by bidder (or) up to original validity period, whichever is later.

(3) Warranty: _24_ months from the date of dispatch of goods (or) _18_ months from the date of commissioning, whichever is earlier.

(4) Performance Bank Guarantee (PBG): Not applicable

(5) Despatch Documents: Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be forwarded to Purchase Executive/BHEL directly. Depending upon the project/customer demands, Despatch documents may include one (or) more documents from the following:

Invoice (01 original and 01 copy with original sign & seal / digitally signed invoice, Packing List, insurance intimation letter, E-way bill and original POD (Proof of Delivery) on L/R.

The precise list of despatch documents needed for the project will be specified in the Purchase Order.

One set of Invoice, Packing List, Lorry Receipt shall be e-mailed immediately to BHEL-EDN at the time of despatch.

<u>Note</u>: Detailed Packing List should indicate package-wise content details and also Net & Gross weight of each package.

(6) Freight Charges (for indigenous scope of supply): Freight charges shall be to vendor's account. Bidder to quote reasonable Freight charges along with applicable tax, in price bid.

(7) Evaluation criteria to determine L1 bidder: Items will not be split on item-wise lowest offer. Evaluation of the lowest bidder will be done as a combined package basis.

(8) **Erection and Commissioning charges:** Not applicable

(9) **Erection Supervision and Commissioning charges:** Not applicable

(10) **Comprehensive Annual Maintenance Contract:** Not applicable

(11) **Integrity Pact:**

Execution of Integrity Pact is applicable for this tender (Refer clause "K" of Instructions to Bidders). The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) 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.

(12) **Price variation clause:** PVC clause is applicable as per PVC annexure to SCC.

With this, we hereby confirm that all the terms & conditions as indicated in Instructions to Bidders (Document Ref: CE: PR: 001- Rev 03) & General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 02) are accepted without any deviation.

Vendor's Signature with Seal

PVC annexure to SCC

Price Variation Formula for Instrumentation cable

1. Prices for Instrumentation cable shall be variable as per following PVC formulae as per IEEMA. PVC shall be limited for material available in formulae and its rates will considered as published by IEEMA.

Cable Type	Formulae	Table Ref
PVC insulated Instrumentation cables	P= Po+CuF (Cu-Cuo) + FeF(Fe-Feo)	As per IEEMA Cir. No.89/DIV/Cable/05 dated 11 July 2014

2. PVC shall be applicable for Order Qty. and subsequent lots (if any) till completion of requirement.

3. Base date for prices

a) Initial Price (as per IEEMA): Base date shall be-1st working day of the previous month to the date of issue of tender enquiry.
b) Final Price (as per IEEMA): The first working day of month, one month prior to the date on which cable is notified as being ready for inspection.

4. Variation factor value for CuF & FeF as applicable shall be as per Technical Specifications. If IEEMA variation factor for a certain material of cable type is Nil/NA, the variation factor for that material for that cable type is considered zero.

5. PVC shall be payable within agreed contractual delivery period. In case of delay is attributable to vendor, for the payment purpose, the PVC shall be calculated based on rates applicable as on the date of expiry of contractual delivery date or actual delivery date, whichever is beneficial to BHEL.

PROJECT: PANKI TPS (1X600 MW)

CUSTOMER: M/S UPRVUNL

COPY RIGHT AND CONFIDENTIAL

THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

PURCHASE SPECIFICATION FOR INSTRUMENTATION CABLES

REVISION:00

CHECKED & APPROVED

S SANDEEP

PREPARED	ISSUED	DATE
ARULJOTHI.G.D	416	12.02.2021

COPY RIGHT AND CONFIDENTIAL
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

CONTENTS

Sl. No.	Description	Reference
1	Scope of Supply for Instrumentation Cables	CE/416/UPRVUNL/CBL/IC/SOS, Rev 00, Sheets 05
2	Technical Requirements of Instrumentation Cables	CE/416/UPRVUNL/CBL/IC/TR, Rev 00, Sheets 11
3	Quality Plan Format	CE/416/UPRVUNL/CBL/IC/QP, Rev 00, Sheets 02

PROJECT: PANKI TPS (1X600 MW)

CUSTOMER: M/S UPRVUNL

COPY RIGHT AND CONFIDENTIAL

THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

SCOPE OF SUPPLY FOR INSTRUMENTATION CABLES

REVISION:00

CHECKED & APPROVED

S SANDEEP

PREPARED	ISSUED	DATE
ARULJOTHI.G.D	416	12.02.2021

COPY RIGHT AND CONFIDENTIAL
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

SCOPE OF SUPPLY

1) **Following Instrumentation cables shall be as per technical requirements reference: CE/416/UPRVUNL/CBL/IC/TR**

1.1) Instrumentation Cables-are of Annealed Tinned copper conductor, 0.5/1/1.5 sq.mm, HRPVC type C insulated twisted pair, F/G type Shielded with drain wire, HRPVC type ST2 with FRLS properties inner sheathed, Armoured, HRPVC type ST2 with FRLS properties outer sheathed, Operating voltage 1100 V.

2) **Documents to be furnished**

2.1) DR category/New vendors to submit the filled sub-vendor questionnaire (attached) with all necessary supporting documents which will be submitted to customer. Offer acceptance of these vendors is subject to final approval from customer.

2.2) Along with the offer(in one set)
- i) Datasheet of complete cable with all electrical/mechanical/FRLS Properties/parameters
- ii) Clause-wise deviation list

2.3) After placement of Purchase Order:(for BHEL/Customer approval-in 04 sets)
- i) Datasheets of complete cable with all electrical/mechanical/FRLS properties/parameters
- ii) Complete Bill of Material
- iii) Quality plan of raw material tests, in-process inspection & final inspection for completed cables enlisting all routine, acceptance & type tests in line with specification requirements
- iv) Drawings for cable construction

2.4) Before Dispatch: (04 sets for review/acceptance)
- i) Type test reports, acceptance test reports for IC-TC cables from manufacturer

2.5) Final approved drawings/documents: (04 sets at the time of dispatch)
- i) Bill of Material
- ii) Datasheets
- iii) Drawings for the construction of complete cable

These documents shall be in final as-built/approved status.

COPY RIGHT AND CONFIDENTIAL
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

One (01) set soft copy of Final documents shall also be provided to BHEL. The soft copy shall be in CD-ROM/pen drive media and shall be compatible with Windows-XP or higher versions of Windows with drawings/documents in Auto Cad/MS-Word/MS-Excel/Adobe Acrobat - pdf/HTML formats. Soft copy to be supplied for datasheet/document/drawings at approval stage also.

The final documents for supply, inspection, dispatch & records shall only be those which are accorded final approval by BHEL/Customer/Consultant. No other documents apart from those finally approved by BHEL/Customer/Consultant shall be referred for supply, inspection, dispatch & records.

3) <u>Points to be confirmed and adhered by vendor:</u>

3.1) Before quoting, vendor shall go through BHEL specifications & RFQ and then submit quotation complete in all respects. Vendor must furnish, all documents, in line with specification along with Offer. The offer should be correct & complete in all respects. Incomplete offers (without documents / not relevant documents as mentioned above) /erroneous offers will be rejected without any notice. Vendor shall confirm/agree to BHEL clarifications during technical scrutiny. However, if anything is missed out in the original offer due to errors in quoting, the same shall be supplied as per BHEL specifications requirement without any price impact else the offer shall be technically rejected.

3.2) This specification has been prepared in line with customer requirements. However if any parameter(s) is/are not possible to meet technically or are practically incompatible with application requirements or deviate from standard technical application requirements, the suppliers are asked to quote as per the standard technical application requirements and bring out such deviations clearly in the technical offer which may get accepted during technical evaluation by BHEL/Customer/Consultant. Please note that any changes related to practical compatibility/standard technical application requirements due to above will be informed to all participating vendors. If a vendor has not participated/not offered originally under this RFQ, he will not be informed of any changes/revised specifications as he is not allowed to quote/offer now. The changes can pertain to quantity changes also under any size of cable. However, if there are any deviations in offer which are not related to any technical application/practical compatibility issues or there are deviations due to error in quoting, the vendor shall have to agree to BHEL clarifications during technical scrutiny and shall supply the material as per the BHEL clarifications & specifications without any price implications on original offer.

COPY RIGHT AND CONFIDENTIAL

THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

3.3) Vendor shall provide at least 2 valid emails and 2 valid phone numbers which shall serve communication requirements for clarifications during technical clearance and later on during datasheet scrutiny. A separate field in technical offer should be made for this, indicating the emails and numbers. BHEL-EDN shall use these mails and phone numbers for any clarification required. In case the provided mails and phone numbers turn out to be unresponsive and causing excessive delays to the clarifications, the offer would attract technical rejection. Please note that BHEL EDN shall not be responsible for any losses/problems that take place due to misperformance of the above sought emails and phone numbers to be provided by the vendor.

3.4) Unit rates to be provided which shall be used for any addition/deletion during tender stage or during detailed engineering or later in case of order.

3.5) The minimum tests shall be conducted as per specifications. Apart from these, tests shall be conducted to demonstrate parameters listed in specifications. In any case, since the cable specifications requirements are similar to BHEL standard of procurement, the QP and cable construction/parameters along with various tests shall be as executed for earlier BHEL projects / or as agreed during technical discussions under various earlier RFQs.

3.6) The cable shall be provided as per Customer approved documents - specs, data sheets and Quality Plan after order placement on any vendor.

3.7) Please note that during inspection, one drum at random of each cable size/type will be uncoiled and the length will be physically measured. The other drums shall be compared on weight basis, taking the weight of the measured cable drum as reference. Also please note that all the drums so measured/weighed during inspection will be sealed in presence of Inspector before dispatch.

3.8) The MQP submitted for approval (after ordering) shall contain the tests/Inspection related to above mentioned progressive length marking and drums length measurement.

COPY RIGHT AND CONFIDENTIAL

THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

BILL OF MATERIAL

SL No	Type/ Description	Material Code	Total Qty (Mtrs)
1) Instrumentation cables			
a)Overall shielded (OA)			
1	2PX0.5 mm^2	PR0120002612	19000
2	4PX0.5 mm^2	PR0120002620	52500
3	8PX0.5 mm^2	PR0120002647	24500
4	12PX0.5 mm^2	PR0120002655	14000
5	4PX1.5 mm2	PR0120001020	500
b) Individual & Overall shielded (I&OA)			
6	2PX0.5 mm^2	PR0120002671	30000
7	4PX0.5 mm^2	PR0120002680	49000
8	6PX0.5 mm^2	PR0120002698	25790
9	8PX0.5 mm^2	PR0120002701	45010
10	12PX0.5 mm2	PR0120002710	7000
11	16PX0.5 mm2	PR0120001713	2000
12	2PX1 mm^2	PR0120003236	600

PROJECT: PANKI TPS (1X600 MW)

CUSTOMER: M/S UPRVUNL

COPY RIGHT AND CONFIDENTIAL

THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

TECHNICAL REQUIREMENTS FOR INSTRUMENTATION CABLES

REVISION:00

CHECKED & APPROVED

S SANDEEP

PREPARED	ISSUED	DATE
ARULJOTHI.G.D	416	12.02.2021

COPY RIGHT AND CONFIDENTIAL
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

1) General Requirements:

Sl. No.	Description	Technical Requirement
1.1	Codes and Standards	All cables shall comply with IS-8130, SEN-4241475, IS-5831, IS-3975, IS 1554, ASTMD-2863 & 2843, IEC-754-1, BS 5308, IEC-332-1, ASTM-B-33, IEEE-383, IS-1554, IS-10810 (latest editions) and their amendments.
1.2	Voltage Grade	1100 V
1.3	Continuous operation suitability	85 °C
1.4	Progressive automatic on-line sequential marking of length in meters	To be provided at every one meter on outer sheath
1.5	Marking to read 'FRLS'	To be provided at every 5 meters on outer sheath
1.6	Allowable tolerance on overall diameter	±2 mm (max.) over the declared value in datasheet
1.7	Variation in diameter	Not more than 1.0 mm throughout the length of cable
1.8	Ovality at any cross section	Not more than 1.0 mm
1.9	Marking on outer sheath	Durable marking/embossing at intervals not exceeding 5 m shall include owner's name, manufacturer's name, insulation material, FRLS, conductor's size, number of pairs, voltage rating, type of cable (analog or binary), year of manufacture, drum no. or lot no. to be provided
1.10	Overall Quantity Tolerance	+2%, -0% (Negative values are not acceptable)
1.11	Others	Cables shall be suitable for crimping, screw termination or cage clamp type screw less terminal blocks, laying in conduits, ducts, trenches, racks and underground-buried installation with chances of flooding by water
		Repaired cables shall not be acceptable
		All cables shall be anti-rodent, anti-termite, moisture-retardant & fungus-retardant type.
		Non-metallic rip cord shall be provided for all cables under inner sheath

COPY RIGHT AND CONFIDENTIAL
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

2) Technical Requirements:

Sl. No.	Specification Requirement	Individual & Overall Shielded (Type-F)	Overall Shielded (Type-G)
A	**Conductors**		
i	Cross section Area	0.5 sq.mm/1 sq.mm/1.5 sq.mm	
ii	Conductor material	Annealed Tinned Copper (Concentric lay)	
iii	Color code	As per VDE 0815	
iv	Conductor grade	Electrolytic	
v	No & dia. of strands	7 X 0.307 mm (nom) for 0.5 sq.mm 7 X 0.43 mm (nom) for 1 sq.mm 7 X 0.53 mm (nom) for 1.5 sq.mm	
vi	No of pair	2,4,6,8,12,16	
vii	Max conductor resistance (Loop)	73.2/36.4/24.6 ohm/Km at 20 ° C for 0.5/1/1.5 sq.mm respectively	
viii	Reference standard	IS 8130	
B	**Insulation**		
i	Material	Extruded HRPVC type C	
ii	Thick in mm	0.6 mm (Nom)	
iii	Volume resistivity (min)	3.5 X 10^{14} at 20° C & 3.5 X 10^{11} at 85° C in ohm-cm	
iv	Voltage rating	1100 V	
v	Reference standard	IS 5831	
vi	Core diameter above insulation	Suitable for cage clamp connector	
C	**Pairing and Twisting**		
i	Max lay of pairs/triads	50 mm (All pairs twisted in same direction. Lapped to form bunch with mylar tape)	
ii	Single layer of numbered binder tape on each pair provided	Yes	
iii	Unit formation of four pairs with printing of no. of unit provided	Yes	
iv	Conductor/pair identification	To be provided as per VDE0815 (Refer to Clause No. 4 under CE/416/UPRVUNL/CBL/IC/TR)	
D	**Shielding**		
i	Type of shielding	Al-Mylar shielding	
ii	Min thickness of individual pair shielding	75 microns	Not Applicable
iii	Min thickness of overall cable assembly shielding	60 microns	
iv	Shielding coverage	100% with at least 25% overlap	
V	Drain wire provided for individual shield & overall shield	Annealed Tinned coated Copper, Size: 0.5 sq.mm (No. of strands/Size: 7/0.3 mm)	
vi	Metallic side of screen	Metallic side of screen shall be in contact with drain wire	

COPY RIGHT AND CONFIDENTIAL
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

Sl. No.	Specification Requirement	Individual & Overall Shielded (Type-F)	Overall Shielded (Type-G)
E	**Fillers (if applicable)**		
i	Non-Hygroscopic with FRLS properties	To be provided for circular shape. It should be flame retardant & moisture resistant	
F	**Inner sheath**		
i	Material	Extruded HRPVC type ST2 with FRLS properties	
ii	Reference standard	IS 5831	
iii	Min & Nom thickness at any point	As per IS 1554 Part 1	
iv	Color	Black	
v	Resistance to water, fungus, moisture termite & rodent attack	Required	
G	**Armoring (wherever applicable)**		
i	Armoring as per G.I. Wire/Strip as per IS 3975 and IS 1554 Part II. (The gap between armor wires/formed wires shall not exceed one armor wire/formed wire space and there shall be no cross over/over-riding of armor wires/formed wires. The minimum area of coverage of armoring shall be 90%. The breaking load of armor joint shall not be less than 95% of that of armor wire/formed wire. Zinc rich paint shall be applied on armor joint surface of GS wires/formed wires.)		
H	**Outer sheath (only for armored cables)**		
i	Material	Extruded HRPVC type ST2 with FRLS Properties	
ii	Reference standard	IS 5831	
iii	Min & Nom thickness at any point	As per IS 1554 Part 1	
iv	Color	Grey	
v	Resistance to water, fungus, moisture termite & rodent attack	Required	
I	**FRLS Properties (For Inner & Outer sheath)**		
i	Oxygen index as per ASTMD-2863	Not less than 29 %	
ii	Temperature index as per ASTMD 2863	Not less than 250 ° C	
iii	Acid Gas generation by weight as per IEC -60754-1	Maximum 20 %	
iv	Smoke density rating as per ASTMD 2843	Maximum 60 % (defined as the average area under the curve when the results of smoke density test plotted on a curve indicating light absorption vs. time as per ASTMD 2843)	
J	**Complete cable**		
i	Complete cable assembly	Pass Swedish chimney test as per SEN-SS 4241475 class F3	
ii	Flammability	Pass flammability as per IEEE-332 Part B & IEC 332 Part-3 (Cat B) & IEEE 383	

COPY RIGHT AND CONFIDENTIAL
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

Sl. No	Specification Requirement	Individual & Overall Shielded (Type-F)	Overall Shielded (Type-G)
K	**Electrical parameters (at 20 deg. C)**		
i	Maximum Mutual capacitance between conductors at 0.8 KHz	120 nF/km	100 nF/km
ii	Insulation Resistance at 20 deg C (min)	100 M ohm/km	
iii	Cross talk figure (min) at 0.8 KHz	70 dB/Km	
iv	Attenuation	1.2 dB/Km	
v	Characteristic impedance (max) at 0.8 KHz	370 ohms for 0.5 sq.mm 230 ohms for 1.5 sq.mm	
vi	Test Voltage	Core to core: 2.0 KV, 50 Hz for1 Min; Core to screen : 2.0 KV, 50 Hz for 1 Min; Screen to armor: 0.5 KV, 50 Hz for 1 Min	
vii	Image attenuation at 0.8 Khz	0.11 dB/100 m	
viii	Image attenuation at 10 Khz	0.29 dB/100 m	
ix	Coupling capacitance at 0.8 Khz	200 pF/100 m (Max)	
L	**Cable drum**		
i	Type	The drum shall be non-returnable wooden drum (As per IS 10418) of suitable size and packed (wooden drum to be constructed from seasoned wood free from defects with wood preservative applied to the entire drum) The ends of the cable shall be sealed by means of non-hygroscopic sealing material. Drum shall be anti-rodent, anti-termite smooth finish. Both ends of the cable shall be capped by means of non-hygroscopic sealing material.	
ii	Outer most layer covered with water proof paper	Yes	
iii	Painting	Entire surface	
iv	Length	1000 m ± 5% for up to & including 12 pairs Balance quantity will be provided as a separate drum	
v	Marking on Drum	The drum shall be marked up with the following information: Reference standard, manufacturer's name, type of cable and voltage grade, number of pairs, cross-sectional area of conductor, length of cable on drum, number of lengths on drum (if more than one) direction of rotation, approximate gross weight, country and year of manufacture etc.	

COPY RIGHT AND CONFIDENTIAL
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

3. Conductor/Pair Identification, Unit identification

3.1) The Instrumentation cables up to 4 pair (8 cores) shall be colored as per the below scheme:

PAIR	CORE	COLOUR
1st	1st	Blue
1st	2nd	Red
2nd	1st	Grey
2nd	2nd	Yellow
3rd	1st	Green
3rd	2nd	Brown
4th	1st	White
4th	2nd	Black

3.2) For Instrumentation cables above 4 pair, each four pair shall be laid to form one unit and wound with Mylar tape. Within each unit of 4 pair, all eight cores shall be color coded as shown above (clause 3.1). The cores of each unit shall then be identified by color bands for cables of more than 4-pair in line with the scheme shown in below table. [e.g. All eight cores of the first unit shall have a single band of pink color (preferably rose pink); all eight cores of the second unit shall have double bands of pink color (preferably rose pink); and so on as shown in table below].
Additionally, number printed tape indicating the no. of unit to be provided over each unit of 4 pairs.

Unit No	COLOUR OF BANDS	BAND MARKS
1.	PINK	=|===|==
2.		=||====||==
3.		=|||===|||==
4.		=||||===||||==
5.	ORANGE	=|===|==
6.		=||====||==
7.		=|||===|||==
8.		=||||===||||==
9.	VIOLET	=|===|==
10.		=||====||==
11.		=|||===|||==
12.		=||||===||||==

3.3) Band marking on individual core shall be provided at regular intervals not exceeding 50 mm. The bands shall be durable (not easily erasable), neat and cover at least 2/3 of the periphery of the core.

COPY RIGHT AND CONFIDENTIAL
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

4) TESTS

4.1) All cables shall be subject to Routine, Acceptance & Type Tests in line with the requirements under this specification.

4.2) Type Tests for Instrumentation Cables:

4.2.1) All Instrumentation cables to be supplied will be of type tested quality. The list of type tests applicable for Instrumentation cables is given in table below this clause. The vendor shall submit the reports of all the type tests listed in the below table for each size & type of cable under the supply (for each variety) for Customer/BHEL approval. The type tests should have been either conducted at an independent laboratory or should have been witnessed by a client in india within last 10 years. The type test reports in compliance to these requirements shall be submitted for Customer/BHEL approval. In case the vendor is not able to submit type test reports of earlier conducted type tests in compliance to above requirements, or, the type test reports submitted by the vendor is not approved/not accepted by Customer/BHEL, then the vendor shall conduct all such tests and submit the reports for Customer/BHEL approval. Test shall be carried out on each size and type of cables.

TYPE TESTS FOR INSTRUMENTATION CABLES				
Sl. No.	Component	Test	Standard	Remarks
1	For Conductor (including drain wire)	Resistance test	IS-10810	
2		Diameter test	IS-10810	
3		Tin coating test (Persulphate test)	IS-8130	
4		Annealing test		
5	For PVC Insulation and PVC Sheath (Inner & Outer)	Test for Thickness	IS-1554	
6		Tensile Strength & Elongation	IS-5831	before & after ageing
7		Ageing in air ovens	IS-10810	
8		Loss of mass	IS-5831	
9		Hot deformation	IS-5831	
10		Heat shock	IS-5831	
11		Shrinkage	IS-5831	
12		Bleeding & Blooming	IS-5831	
13		Cold bend/ Cold impact test	IS-5831	
14		Thermal stability test	IS 5831	
15		Volume resistivity (at room & elevated temperature)	IS-5831/ IS 1554-1	Only for insulation.

COPY RIGHT AND CONFIDENTIAL
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

Sl. No.	Component	Test	Standard	Remarks
16	For PVC Insulation and PVC Sheath (Inner & Outer)	Oxygen Index & Temperature Index Test	ASTMD-2863	Only for sheath (Inner & Outer).
17		Smoke Density Rating Test	ASTMD-2843	
18		Acid gas generation test	IEC-60754-1	
19		Oxygen index & Temperature index test for fillers	ASTMD-2863	
20		Acid gas generation test for fillers	IEC-60754-1	
21	For Al-Mylar Shield	Continuity test		
22		Shield thickness test		
23		Overlap & coverage test		
24	For Armoring	Tensile Strength		
25		Elongation		
26		Winding / Torsion test		
27		Resistivity	IS 1554 (I)	
28		Dimensions	IS 1554 (I)	
29		Uniformity of zinc coating		
30		Mass of zinc coating		
31		Tightness and gap test		
32		Adhesion test		
33	For Completed Cable	Constructional Details (Conductor & drain wire - number of strands & diameter of strands, Twisting & Lay of pairs Thickness of Insulation and Sheath, Dia of Armor, overall diameter, color & marking on outer sheath, numbering of pairs, core color, identification, visual & surface finish, ovality etc.)	BS-EN 50288-7	
34		Electrical Parameters (Mutual capacitance, Cross talk, Characteristic impedance, Attenuation)	IEEE transaction, VDE 0472	

COPY RIGHT AND CONFIDENTIAL
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

Sl. No.	Component	Test	Standard	Remarks
35	For Completed Cable	Insulation resistance	-do-	
36		High Voltage test	IS 1554 (I)	Water immersion test
37		Noise Interference	IEEE Transactions	
38		Flammability test	IEEE 383/ IEC-332 Part 3 (Cat B)	
39		Swedish Chimney test	SEN-4241475	
40		Drain wire continuity		
41		Test for rodent, termite property of sheath	-	Presence of lead shall be detected.

4.2.2) With respect to the list of type tests in above table, relevant standards/reference document shall be referred to by the vendor in case there is no standard listed against any test(s) or the listed standard is not relevant/complete reference to the test(s) in context of this supply.

4.3. <u>Acceptance Tests</u>

4.3.1) For these tests, the selection of cable drums shall be at random. The sampling plan shall be as per table below/ 1 No. of each size & type per lot for all tests except for the following tests for which sampling plan shall be '1 No. per completed lot offered for inspection' – FRLS properties tests, Tensile Strength & % elongation of insulation & sheath(s) (before & after ageing), Flammability, Volume resistivity (at room & elevated temperature) & tests for armoring.

SL. NO.	NUMBER OF DRUMS OF DRUMS IN THE LOT	NO OF DRUMS TO BE TAKEN AS SAMPLE (n)	PERMISSIBLE NO OF DEFECTIVE (a)
01.	Upto 50	2	0
02.	51 to 100	5	0
03.	101 to 300	13	0
04.	301 to 500	20	1
05.	501 & above	32	2

4.3.2) Flammability Test

a) This test shall be carried out as per IEEE-383, IEC-– 332 part III. The cables installation to be tested shall consist of as many cables as necessary to give at least 10 Kg of Organic material per meter. The cables in the installation can be of any (or all) of the various types specified. However in case of failure to pass this test, the whole lot shall be subjected to rejection.

b) The size of the cables (measured by total cross sectional area of the conductor) shall be that which has maximum organic material per sq.mm of total cross sectional area of all the conductors.

COPY RIGHT AND CONFIDENTIAL

THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

ACCEPTANCE TESTS FOR INSTRUMENTATION CABLES				
Sl. No	Component	Test	Standard	Remarks
1	Constructional details	Conductor Diameter, Thickness of Insulation and Sheath, Dia of Armour, Shield Thickness, Coverage and overlap of shield, overall diameter, marking on outer sheath, band marking, numbering of pairs, colour, continuity of drain wire, etc	As per relevant standard/ approved DS	
2	Electrical parameters	Mutual Capacitance, Inductance		
		Cross talk		
		Characteristic impedance		
		Attenuation		
3	PVC Insulation & Sheath	Tensile Strength & elongation test		Before& After ageing
		Thermal stability test		
4	FRLS properties test	Oxygen index & temperature index test		
		Smoke density rating		
		Acid gas generation test		
5	Armoring	Mass of zinc coating test		Only for armored cables.
		Torsion/Winding test		
		Dip test		
		Resistivity		
6	Completed cables	Insulation resistance test & Volume resistivity test		
		Conductor resistance test (cable & Drain wire)		
		High Voltage test		
		Persulphate test		
		Flammability test		IEC 332 Part 3 (Cat B) & IEEE 383
		Swedish chimney test (Overall cable)		
		Length checking		
		Visual & Surface finish		

COPY RIGHT AND CONFIDENTIAL
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

4.4) Routine Tests

The routine tests for Instrumentation Cables shall consist of the tests under Sl. No. 1 & 36 under the list of type tests in clause no. 4.2 above and are to be done on 100% drums.

4.5) The list of tests as given under sub clauses of clause 4 of this specification (above) has been prepared in line with Customer specification, however, these lists are for general/broad guidance of vendor, and the final list of tests with other details related to tests shall be as per the Customer/BHEL approved documents - approved Quality Plan & Datasheet.

4.6) Bidder shall include in his total bid price, the cost of carrying out all the type tests, if required; charges for conducting each of the type test shall be indicated separately for each type and size of the cables in the relevant bid proposal sheets and the total charges included in the bid price. BHEL/Customer at their discretion may ask the bidder to conduct any or all the type tests for which at least 15 days advance notice shall be given by the bidder. Charges for acceptance and routine tests shall be deemed to be included in the bid price of individual cables.

4.7) BHEL/Customer reserves the right to get the cables, type tested at their own expenses for any further tests to verify the compliance with the specifications. However BHEL/Customer reserves the right to waive any of the type tests in which case the test charges quoted will be taken for adjustment purposes.

4.8) TEST CERTIFICATES

The equipment/material shall be satisfactory & completely factory tested before shipment in accordance with the latest standards available. The tests specified in technical specification and/or any other tests which may be necessary to ensure that the equipment/material is satisfactory, shall be also be conducted. BHEL/Customer shall be supplied with certified test reports along with oscillograms if any, of all tests carried out on equipment/material

A4-10		CE/416/UPRVUNL/CBL/IC/QP
		REV 00
		PAGE 01 OF 02

PROJECT: PANKI TPS (1X600 MW)

CUSTOMER: M/S UPRVUNL

COPY RIGHT AND CONFIDENTIAL

THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

QUALITY PLAN FORMAT FOR INSTRUMENTATION CABLES

REVISION:00

CHECKED & APPROVED

S SANDEEP

PREPARED	ISSUED	DATE
ARULJOTHI.G.D	416	12.02.2021

Customer	Manufacturer's Name & Address :	MANUFACTURER'S QUALITY PLAN ITEM :	QP No. Rev : Date : Page No. : of	Project : Package : Contract No. : Contractor : BHEL, EDN

Sl. No.	Components & Operation	Characteristics	Class	Type Of Check	Quantum Of Check	Reference Document	Acceptance norms	Formate of record	Agency M	Agency C	Agency N	Remarks
1	2	3	4	5	6	7	8	9	D * **	10		11

Manufacturer / Subcontractor	Contractor	LEGEND : * Records identified with v/ shall be essentially included by the contractor in QA documentation. ** M : Manufacturer / Sub contractor C : Contractor N : Customer Indicate " P " - Perform " W " - Witness " V " - Verification	For Customer use / Doc. No. :
Signature			Reviewed By / Name & SIGN. Of approving Authority & Seal

COPY RIGHT AND CONFIDENTIAL

THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

एनटीपीसी NTPC	**CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्वासन** **SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली**

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

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

Project/ package परियोजना /पैकेज	*Customer Name* ग्राहक का नाम	*Supplied Item (Type/Rating/Model /Capacity/Size etc)* आपूर्ति की गई वस्तु (प्रकार / रेटिंग / मॉडल / क्षमता / आकार आदि)	*PO ref no/date* पीओ संदर्भ सं. / तिथि	*Supplied Quantity* आपूर्ति की मात्रा	*Date of Supply* आपूर्ति की तारीख

17.	***Product satisfactory performance feedback letter/certificates/End User Feedback*** उत्पाद के संतोषजनक प्रदर्शन संबंधी फीडबैक पत्र / प्रमाण पत्र / अंतिम उपयोगकर्ता फ़ीडबैक	***Attached at annexure - F2.13*** अनुलग्नक F2. 3पर संलग्न है
18.	***Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product***	***Applicable / Not applicable*** लागू / लागू नहीं

	(similar or higher rating) प्रस्तावित उत्पाद (एक समान या उच्च रेटिंग वाले) के लिए टाइप टेस्ट रिपोर्ट (टाइप टेस्ट विवरण, रिपोर्ट संख्या, एजेंसी, जांच की तारीख) का सारांश नोट: - रिपोर्ट प्रस्तुत करने की आवश्यकता नहीं है ***Note:- Reports need not to be submitted***	***Details attached at Annexure – F2.14*** विवरण अनुलग्नक - F2.1 4में संलग्न है ***(if applicable)*** (यदि लागू हो)
19.	***Statutory / mandatory certification for the proposed product*** प्रस्तावित उत्पाद के लिए वैधानिक / अनिवार्य प्रमाणीकरण	***Applicable / Not applicable*** लागू / लागू नहीं ***Details attached at Annexure – F2.15*** ***(if applicable)*** (यदि लागू हो)
20.	***Copy of ISO 9001 certificate*** आईएसओ 9001 प्रमाण पत्र की प्रति ***(if available***(यदि उपलब्ध हो)	***Attached at Annexure – F2.16*** अनुलग्नक में संलग्न - F2.1 6 है
21.	***Product technical catalogues for proposed item (if available)*** प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग (यदि उपलब्ध हो)	***Details attached at Annexure – F2.17*** विवरण अनुलग्नक - F2.1 7 में संलग्न है

Name: ***नाम:***		***Desig:*** ***पद:***		***Sign:*** ***हस्ताक्षर:***		***Date:*** ***तिथि:***	

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