

# भारत हेवी इलेक्ट्रिकल्स

Page 1 of 8

**Bharat Heavy Electricals Ltd.,** (A Government of India undertaking) **Electronics Division** 

CE: PR: 003- Rev 03

PB 2606, Mysore Road Bangalore, 560026 INDIA

#### **SPECIAL COMMERCIAL CONDITIONS OF CONTRACT**

Reference is brought to BHEL's Instructions to Bidders (Document Ref: CE: PR: 001- Rev 05) and General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 04).

These two documents along with Special Conditions of Contract appeared to this REO will form an integral part of

rnese two aocumen	ts along with Special Conditions (	oj Contract annexea to tnis RFQ	ı wili form an integral part
of the contract as a	nd when the RFQ culminates into	a Purchase Order / Contract.	
RFQ No.	: ATLNIC0015		
RFQ Date	: As per E-procurement websi	te	
RFQ Due Date	: As per E-procurement websi		
Customer	: M/s NTPC		
Project	: LARA STPP ST-II (2x800MW)		
Item Description	: VFD for 1550kW, 11 kV Moto		
bid-2nd Part) in E-P procurement websit	uotation as <b>two part bid</b> (Pre-Quarocurement System portal:		

f. (If MSE, supporting documents such as Udyam certificate to be enclosed)

#### 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	AGREE	Not
02	Auction (RA).	<del>(Guidelines as available on</del>		applicable
		https://www.bhel.com/guidelines-reverse-		for this
	Not applicable	<u>auction-2024</u> ) for this tender. RA shall be conducted		tender.
	for this tender	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.		
02	Delivery	i) Delivery period for 1st unit shall be within 335 days	AGREE	
02	Period	from the date of placement of Purchase Order.	AUNLL	
	renou	ii) Delivery period for 2nd unit shall be within 335		
		days from the date of placement of Purchase Order.		
		iii) Delivery period for Mandatory Spares shall be		
		within 700 days from the date of placement of		
		Purchase Order.		
		However, Manufacturing Clearance will be issued		
		based on latest site delivery schedule.		
		Delay in contractual delivery will attract Penalty		
02	Tawwa of	/Liquidated Damages(LD) as per GCC Clause no.:04.b. Refer Clause "F" of Instructions to Bidder for BHEL-		
03	Terms of Payment at	EDN standard Payment terms and loading factors		
	the time of	applicable for non-compliance against payment	AGREE	
	material	terms:	TORLE	
	supply	A) Indigenous Procurement:		
		i) <del>Supply Only</del>		
		ii)Supply with Service(s)		
		B) <del>Import Procurement</del>		
		C) High Sea Sales Procurement		
		Note: MSME vendors may opt to get payment		
		through Trade Receivables electronic Discounting		
04	Declaration	System (TReDS)  'Local content' means the amount of value added in	Dorcontage of	
04	of local	India which shall, unless otherwise prescribed by the	Percentage of local content:	
	content	Nodal Ministry, be the total value of the item	%	
	Content	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.	Details of the	
		(Refer Clause 'A' Sl. No. 12 of Instructions to Bidders).	Location(s) at	
		The 'Class-I local supplier' shall be required to	which the local	
		indicate percentage of local content and provide	value addition is	
		certification that the item offered meets the local	made:	
		content requirement for 'Class-I local supplier'.		

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

(1) a) Submission of Engineering documents post PO as indicated in CI: 04 of GCC: After award of contract, Successful bidder shall submit complete set of documents (like drawings, bill of materials, datasheets, catalogues, quality plan, etc. as called in tender specification) for approval, within 28 days from the date of award of contract. Buyer shall issue manufacturing clearance along with approved documents within 60 days for Unit 1, 60 days for Unit 2 and 495 days for Mandatory spares after receipt of documents from seller. Any delay by buyer/consignee in providing approved documents beyond specified period shall be on the part of buyer and BHEL will extend the delivery period for such period of delay. In case of any corrections in documents to be incorporated by seller for approval of document based on end-user/consultant/buyer comments, revised documents have to be submitted by seller incorporating the comments within 7 days from the date of receipt of the same.

Seller shall be required to commence manufacturing only after receipt of approved documents from BHEL.

- b) Extension of Delivery Period: Refer Cl.04 b) Extension of Delivery Period of GCC.
- (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/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.
- (3) **Warranty:** \_30\_ months from the date of delivery of goods or 24 months from date of commissioning, whichever is earlier.
- (4) a) Pre-dispatch inspection at Seller premises as indicated in CI: 06 a) of GCC: While bidding, the sellers should take into account 12 days for arranging inspection from the date of email offering the goods for inspection. Any delay in arranging inspection beyond the specified period due to reasons not attributable to seller, shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.
  - b) Material despatch clearance certificate (MDCC): Seller should take into account 10 days for issuance of despatch clearance by BHEL from the date of successful inspection report. Any delay in issue of MDCC beyond the specified period shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.
- (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), Lorry Receipt (L/R) (or) Bill of Lading, Packing List, NIL Short-Shipment Certificate, Warranty certificate, insurance intimation letter, E-way bill (Part-A & B), original POD (Proof of Delivery) on L/R etc.

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 (or) AWB/BOL, E-way bill with part-A,B details shall be emailed 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:** 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. The Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India, MSME etc.)
  - a. <u>Preference to Micro & Small Enterprises (MSEs)</u>: Purchase preference will be given to MSEs as defined in *Public Procurement Policy* for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of MSME (and its subsequent Orders/Notifications issued by concerned Ministry) & the latest *Office Memorandum* issued by Department of Expenditure dt:18.05.2023.

If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product.

Bidder shall furnish the following declaration;

	Any Bidder falling under the MSE category shall furnish UDYAM Registration
MSE	certificate in support of the same along with their techno-commercial offer.
declaration	Note: If the bidder does not furnish the above in the tender, the offer shall be
	processed construing that the bidder does not fall under the MSE category.
MSE Category declaration	If the bidder belongs to any of the below MSE category, the bidder to mention Social Category and Gender in the REMARKS column and furnish UDYAM Registration certificate containing these details in support of the same along with their technocommercial offer  a. SC/ST Owned  b. Women Owned
	Note: If the bidder does not furnish the above in the tender, the offer shall be processed construing that the bidder does not fall under the above category.

<u>b. Preference to Make in India (MII) products</u>: Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India) order 2017 as amended from time to time (and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products) & the latest *Office Memorandum* issued by Department of Expenditure dt:18.05.2023 and Revision dt.19-07-2024.

{'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 and Revision dt.19-07-2024.

'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 and Revision dt.19-07-2024}.

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.'}

If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.

Note: For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

#### Penal provisions for false self-declaration of MII, in case of Contract more than Rs.10Crs.

For contract valuing more than Rs.10 Crores, local content (in case of self-declaration certification submitted by bidders at the time of tendering), the contractor/ supplier shall be required to give local content certification duly certified by cost/chartered accountant in practice, within 120 days from the date of release of the Purchase order by BHEL. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.

Operation methodology of Purchase preference clause to MSE & MII bidders is as detailed under clause:4. c. b) in the Office Memorandum issued by Department of Expenditure dt:18.05.2023 (ref. Annexure-VIII of ITB).

<u>Note</u>: In case of negotiations, the margin of purchase preference (20% for Class-I Non-MSE or 15% for MSE) shall be based on pre-negotiated L1 price and the eligible Class-I & MSE local bidder will have to match the negotiated L1 price.

<u>Note</u>: Non-Local suppliers (with local content < 20%) are not eligible to participate in this tender.

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

CPBG has to be furnished within **05** Weeks after notification of the award and it should remain valid for a period of **60** days beyond the date of completion of all contractual obligations, including warranty obligations.

Refer Clause "H" of Instructions to Bidders. Also note that CPBG should be in the format specified in Annexure VII of ITB and no deviation to this format will be allowed.

#### Modes of deposit:

- a) Performance security may be furnished in the following forms:
  - (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.
  - (ii) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act.
  - (iii) PBG should be in the format specified in Annexure VII of ITB and no deviation to this format will be allowed.

- (iv) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).
- (v) Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

- b) The Performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.
- c) Performance security shall be refunded to the supplier without interest, after duly performing and completing the contract in all respects but not later than 60 days of completion of all such obligations including the warranty under the contract.
- d) The Performance security shall not carry any interest.
- e) CPBG/PBG should be mandatorily submitted along with SFMS (Structured Financial Messaging System).
- (9) <u>Breach of Contract, Remedies & Termination</u>: In case of breach of contract (failure of supplier), wherever the value of Performance security available with BHEL against the said contract is at least 10% of the contract value, the same shall be encashed.

In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued.

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

#### (10) <u>Erection Supervision & Commissioning</u> - <u>Evaluation methodology</u>:

Range of procurement value	Minimum percentage of basic material value proposed for Erection Supervision & Commissioning charges
Up to Rs. 2.50 crs.	05%
Greater than Rs. 2.50 crs. and lesser than	03% (or) Rs.12.50 lakhs, whichever is
Rs. 10 crs.	higher.
Greater than Rs. 10 crs. and lesser than Rs.	
20 crs.	02% (or) Rs.30 lakhs, whichever is higher.
	01.50% (or) Rs.40 lakhs, whichever is
Greater than Rs. 20 crs.	higher.

Depending on the material quotation value, the bidder will have to quote the corresponding Erection Supervision & Commissioning charges for the respective slab/range as per above table. In case the quoted total Erection Supervision & Commissioning value is less than above stipulated charges, BHEL shall evaluate Bidders offered Price deducting differential amount from main supply price (excluding spares, training charges) and apportioning towards Erection Supervision & Commissioning charges.

<u>Payment terms for E&C charges</u>: 100% 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. Contractor's payment is subject to TDS, TCS as per applicable act of Govt.

Note: Wherever bidders doesn't agree for such apportioning, the differential charges shall be retained from main supply invoice and retention amount will be paid after successful completion of Erection & Commissioning.

(11) <u>Based on the under-mentioned declarations of Bidder as insisted under Rule 144(Xi) of General Financial</u> Rules, 2017 amendment dt. 24.02.2023, eligibility of offer will be ascertained 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."

Note: Wherever applicable, evidence of valid registration by the Competent Authority shall be attached.

Additional declaration by Bidder in the cases of specified Transfer of Technology (ToT):

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that our firm does not have any ToT arrangement requiring registration with the Competent Authority."

OR

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that our firm has valid registration to participate in this procurement."

#### (12) Integrity Pact: Applicable

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. 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.

- (13) EMD/Bid security: Not Applicable
- (14) Declaration regarding 'Conflict of Interest among Bidders/Agents' should be submitted as part of the tender as per attached format.
- (15) Grievance Redressal Mechanism:

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

- 1. *First Level:* Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.
- 2. **Second Level:** If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/.

Responses will be provided in accordance with the defined escalation matrix."

(16) For goods / works / services on Indian Suppliers / Contractors: Irrespective of the value of the invoice amount, the supplier/ contractor should necessarily upload the invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/, prior to despatch/raising invoice. All documents as per contract checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs in case the requirement for digitally signed invoice is not explicitly mentioned in the contract checklist.

The Invoice will not be accepted in absence of the above

With this, we hereby confirm that all the terms & conditions as indicated in Instructions to Bidders (Document Ref: CE: PR: 001- Rev 05) & General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 04) are accepted without any deviation.

Vendor's Signature with Seal

#### **On Bidder Letter Head**

Date:
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To, M/s Bharat Heavy Electricals Ltd. Electronics Division, Mysore Road,' Bangalore – 560026

#### Sub: Declaration regarding 'Conflict of Interest among Bidders/Agents'

Ref: BHEL Tender / RFQ / NIT Number .....

Bidders having a conflict of interest shall not be eligible to participate in the tender process. In this regard, following declaration regarding 'conflict of interest' should be signed by the authorized signatory of the bidder and submitted as part of the tender.

#### **Treatment of cases regarding conflict of interest:**

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/supplier or the manufacturer/supplier could bid directly but not both. In case bids are received from both manufacturer/supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with the other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/guidelines.

For M/s ......

Authorized Signatory

(with company seal & Name)



### ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್ भारत हेवी इलेक्ट्रिकल्स लिमिटेड

# Bharat Heavy Electricals Ltd., (A Government of India undertaking) Electronics Division

PB 2606, Mysore Road, Bengaluru, 560 026, INDIA

CE:PR:001- Rev 05

#### **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 05), General Conditions of Contract (document reference: CE: PR: 002 Rev 04) 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 <a href="https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a> 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 <a href="http://www.edn.bhel.com">http://www.edn.bhel.com</a> 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. GUIDELINES FOR PREPARATION OF OFFER:

- 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.

- 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. GUIDELINES FOR OFFER SUBMISSION:**

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 tender opening room near reception.
  - Tenders are opened on 3 days in a week (Monday/Wednesday/Friday).
- 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 depositing offers in proper sealed condition in the tender box. If the bidder drops the tender in the wrong box (or) if the tender document is handed over to the wrong person, BHEL will not be responsible for any such delays.
  - c. 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.c is applicable for tenders that are not floated through online procurement portal considered by BHEL.

d. 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 website 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. PROCESSING OF OFFERS RECEIVED:

- 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/price impact bid, if any 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 their price bid 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. INFORMATION ON PAYMENT TERMS:**

- 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. TDS deduction is also applicable on purchase of goods as per the latest notification under section 194Q, and subsequent notification(s) as and when released by Govt. authorities.
- 4. Procurement of Goods/ Works/ Services/ Consultancy Services [under clause relating to "Income Tax and Corporate Tax" or "TDS" of Model ITBs]
  - a) Provision w.r.t. TDS on Purchase of Goods under section 194Q of Income Tax Act applicable from 01.07.2021 is as under:
    - i. TDS as applicable will be deducted by BHEL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds, the amount of Rupees. 50 Lakhs or limit defined therein from time to time during the financial year under the Indian Income Tax act 1961.
    - ii. Since BHEL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.
  - b) Higher rate of TDS for non-filers of ITR as per Section 206AB of Income Tax Act, 1961, in case of any vendor who does not filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to Rs. 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:
    - (i) Twice the rate mentioned in relevant TDS section.

- (ii) Twice the rate or rates in force
- (iii) 5%
- 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 (Refer Page.11) 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.
- 6. Bank charges of Seller's bank shall be to Seller's account and bank charges of Owner's bank other than Bill collection charges shall be to owner's account. Bill collection charges will be borne by Seller.

#### F. STANDARD PAYMENT TERMS OF BHEL-EDN:

PURCHASE ORDERS FOR:	SUPPLY WITH SERVICE(S)	SUPPLY ONLY
INDIGENOUS PROCUREMENT	<ul> <li>i. 100% payment of the basic price of Goods with 100% GST on the goods price will be paid in 45 days of Delivery of consignment or 15 days from the date of submission of complete set of documentation, whichever is later. (or)</li> <li>ii. 100% payment of the basic price of Goods with 100% GST on the goods price will be paid against Letter of Credit with usance period of 120 days from Delivery of consignment against submission of complete set of documents. LC processing charges viz., opening, amendment / discrepancy (if &amp; as applicable) will be to supplier's account.</li> </ul>	i.100% payment of the basic price of Goods with 100% GST on the goods price will be paid in 45 days of Delivery of consignment or 15 days from the date of submission of complete set of documentation, whichever is later. (or) ii.100% payment of the basic price of Goods with 100% GST on the goods price will be paid against Letter of Credit with usance period of 120 days from Delivery of consignment against submission of complete set of documents. LC processing charges viz., opening, amendment / discrepancy (if & as applicable) will be to supplier's account.
	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.	

### IMPORT PROCUREMENT

100% payment of the basic price of Goods will be paid against usance draft of 45 days from arrival of consignment at destination as per contractual INCOTERMS against 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.

100% payment of the basic price of Goods will be paid against usance draft of 45 days from arrival of consignment at destination as per contractual INCOTERMS against submission of complete set of documents.

#### HIGH-SEA SALES PROCUREMENT

- i) 100% payment of the basic price of Goods will be paid in 45 days from arrival of consignment at destination (in India as per contractual INCOTERMS) or 15 days from the date of submission of complete set of dispatch documents, whichever is later. (or)
- ii) 100% payment of the basic price of Goods with 100% GST on the goods price will be paid against Letter of Credit with usance period of 120 days from arrival of consignment at destination (in India as per contractual INCOTERMS) against submission of complete set of documents. LC processing charges viz., opening, amendment / discrepancy (if & as applicable) will be to supplier's account.

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.

- i) 100% payment of the basic price of Goods will be paid in 45 days from arrival of consignment at destination (in India as per contractual INCOTERMS) or 15 days from the date of submission of complete set of dispatch documents, whichever is later. (or)
- ii) 100% payment of the basic price of Goods with 100% GST on the goods price will be paid against Letter of Credit with usance period of 120 days from arrival of consignment at destination (in India as per contractual INCOTERMS) against submission of complete set of documents. LC processing charges viz., opening, amendment / discrepancy (if & as applicable) will be to supplier's account.

#### 1. Erection and Commissioning:

<u>Evaluation methodology:</u> 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.

<u>Payment term:</u> 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.

#### 2. <u>Erection Supervision and Commissioning:</u>

<u>Evaluation methodology:</u> Unless and otherwise specified in SCC, E,S&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,S&C charges.

<u>Payment term:</u> 100% E,S&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,S&C.

#### 3. 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.

<u>Payment terms:</u> 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.

<u>4. Terms of Payment for Training</u>: 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.
- 5. 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.
- 6. 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/E,S&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/E,S&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.

**Note 4:** Indigenous bidder may opt to quote with payment through Letter of Credit with usance period of 120 days. Bank charges of seller's bank shall be to seller's account and bank charges of BHEL's bank other than bill collection charges shall be to BHEL's account. Bill collection charges will be borne by seller.

#### **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 delivery 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/E,S&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 favor 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. PURCHASE PREFERENCE FOR MSE(MICRO AND SMALL ENTERPRISES) VENDORS:

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods.

Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product. Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

- a. <u>If tendered quantity is Splittable:</u> 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.
- In case where no SC/ST category firms 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.

b. <u>If tendered quantity is Non-Splittable:</u> If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% of total value.

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

1. <u>Commitment by BHEL:</u> 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.

#### 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.

For details of Independent External Monitors (IEMs) on the present panel appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL, kindly refer BHEL website <a href="https://www.bhel.com">www.bhel.com</a>

- b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid).
   Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- c) Please refer Section-8 of 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.

<u>Note</u>: 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.

#### L. Conflict of Interest among Bidders/Agents:

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

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or

- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  - The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2. Indian/foreign agent on behalf of only one principal;

or

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

Annexure-1

#### **INTEGRITY PACT**

#### **Between**

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

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

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

#### Section 1- Commitments of the Principal

BHEL-IP

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

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

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

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

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

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

#### Section 4 - Compensation for Damages

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

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#### Section 5 - Previous Transgression

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

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

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

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

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

#### Section 8 -Independent External Monitor(s)

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

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

#### Section 9 - Pact Duration

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

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#### **Section 10 - Other Provisions**

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

ಅತುಲ್ ನೂದ್, ಅಭಿಯಂತರರು/ನಿ.ಉ.-ಎಂ.ಎಂ.-ಪಿ.ಆರ್. अत्ल सूद, अभियंता/सी.ई.-एम.एम.-पी.आर. ATUL SOOD, ENGINEER / CE-MM-PR 011911722277 917 7419 For & On behalf of the Principal For & On behalf of the Bidder/ Contractor 1 de Coffice Seal) (Office Seal) Witness: Witness: /3.00.-20.20.-8.85 (Name & Address) (Name & Address) \_\_ S. SATHISH KUMAR, S ALURU S BHEL-EDN, MYSURU ROAD

#### Clause on IP in the tender

#### **Integrity Pact (IP)**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.
- (b) In case of any complaint arising out of the tendering process, the matter may be referred to any of the below e-mail IDs.

<u>iem1@bhel.in</u> ; <u>iem2@bhel.in</u> ; <u>iem3@bhel.in</u>

As on date, the positions of Independent External Monitors (IEMs) are vacant in the Company. As and when the IEMs join based on due approval of the Competent Authority, any complaint(s) received will be shared with the IEMs.

(c) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

#### Note:

No routine correspondence shall be addressed to the above email ids regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

#### Details of contact person(s):

Name: Sathish Kumar S Dept.: CE-MM-PR

Address: BHEL-EDN, Bangalore

Phone: 9449869753

Email: sathishkumars@bhel.in

Name: Atul Sood Dept.: CE-MM-PR

Address: BHEL-EDN, Bangalore

Phone: 7795367467 Email: atulsood@bhel.in

# Anneaux

## 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 public 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 <a href="https://www.bhel.com">www.bhel.com</a>.

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.

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Vendor's Signature with Seal

#### 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.

### 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)	110000
D02	UK	GBP	NEW CASTLE	Hiller
D03	UK	GBP	OXFORD. CHETLAM	1725/5700 1825/5700
D04	UK	GBP	BRISTOL. WELLINGBOROUGH	
D05	UK	GBP	BIRMINGHAM	a sejata
DO6	UK	GBP	EAST MIDLANDS	
D07	UK	GBP	MANCHESTER	
D08	UK	GBP	LEEDS	
D09	UK	GBP	GLASGOW	: 1177771
D10	FRANCE	EURO	PARIS (ROISSY) & LYON	eniiki
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	
DZO	03A	<u> </u>		
D27	GERMANY	EURO	MUNICH, KOLN, DUSSELDORF, HANNOVER, HAMBURG,	•
The state of the s	And the second second second second		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	Berry.
D38	RUSSIA	USD	MOSCOW	\$ 18
D39	SOUTH KOREA	USD	KIMPO INTERNATIONAL, INCHEON	Regio
D40	FINLAND	EURO	HELSINKI	Herry
D41	ROMANIA	EURO	BUCHAREST	
D42	NORWAY	EURO	OSLO SESSE E LE ESTE SE LE SESSE E LE SESSE	QUEST.
D43	IRELAND	EURO	DUBLIN	W. 150
D44	ISRAEL	USD	TEL AVIV	W.
D45	UAE	USD	DUBAL	
D46	OMAN	USD	MUSCAT	den.
D47	EGYPT	USD	CAIRO	
D48	TAIWAN	USD	TAIPEI	0.0354
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	and the contract of the contra
D55	SLOVAKIA	EURO	BARTISLOVA	er eller
D56	SAUDI ARABIA	SAR	RIYADH	
D57	TURKEY	EURO	ISTANBUL	
	TORKET	LUNU	POTATOOL.	ar projekt i
D58	THAILAND	USD	BANGKOK	

# 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

BHEL Vendor / Supplier Code	9:		
Company Name : Permanent Account Number(I	PAN).		
Address			
	L		
City:	PINCODE	STATE	
Contact Person(s)			
Telephone No:			
Fax No:			
e-mail id:	***************************************		
1 Bank Name:			
2 Bank Address:			
	Ļ		
3 Bank Telephone No:	Ļ		
4 Bank Account No:	C 414	·	
5 Account Type: Savings/Cash			
6 9 Digit Code Number of Bank appearing on MICR cheque is	and branch		
appearing on MiCR cheque is 7 Bank IFSC Code(applicable fo			
7 Bank IFSC Code(applicable fo 8 Bank IFSC code(applicable fo		(Indian Financial Sys	4
I hereby certify that the particu	ulars given above are tru	e, correct and complete and	tem
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# <u>ANNEXURE - V</u> <u>PRESENT PROCEDURE FOR SALE IN TRANSIT (HIGH SEA SALES)</u>

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.

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

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#### BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:
Date:
То
NAME
& ADDRESSES OF THE BENEFICIARY
Dear Sirs,
In consideration of <u>Bharat Heavy Electricals Limited</u> (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 at1
through its Unit at(name of the Unit) having awarded to (Name of the Vendor / Contractor /
<u>Supplier</u> ) with its registered office at² hereinafter referred to as the ' <u>Vendor / Contractor / Supplier</u> ',
which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted
assigns), a contract Ref Nodated3 valued at Rs4 (
Rupees
'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
<sup>6</sup> ( 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 <u>Vendor / Contractor / Supplier</u> 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 <u>Vendor / Contractor / Supplier</u> shall have no claim against us for making such payment.
We thebank further agree that the guarantee herein contained shall remain in full force and
effect during the period that would be taken for the performance of the said Contract/satisfactory completion of

the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till

all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.
WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the <u>Vendor / Contractor / Supplier</u> and notwithstanding any security or other guarantee that the Employer may have in relation to the <u>Vendor Contractor / Supplier</u> 's liabilities.
This Guarantee shall remain in force upto and including
Unless a demand or claim under this guarantee is made on us in writing on or before the8we shall be discharged from all liabilities under this guarantee thereafter.
We,
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

- <sup>1</sup> NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited
- <sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
- <sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
- <sup>4</sup> CONTRACT VALUE
- <sup>5</sup> PROJECT/SUPPLY DETAILS
- <sup>6</sup> BG AMOUNT IN FIGURES AND WORDS
- 7 VALIDITY DATE
- <sup>8</sup> DATE OF EXPIRY OF CLAIM PERIOD

#### Note:

- 1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2. The BG should be 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/Contractor/Supplier /Bank issuing the guarantee.
- 3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
- 4. In Case of Bank Guarantees submitted by Foreign Vendors
  - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
  - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
    - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
    - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
    - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

### Annexure-VIII

F. No. DPE/3(3)/10-Fin.
Government of India
Ministry of Finance
Department of Public Enterprises

Block No. 14, CGO Complex, Lodi Road, New Delhi-110003 Dated the 29<sup>th</sup> May, 2023

To,

Chief Executives of all CPSEs

Subject:- Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 - regarding

Sir/Madam,

The undersigned is directed to forward herewith a copy of Department of Expenditure O.M. dated 18<sup>th</sup> May, 2023 on the subject mentioned above for information and strict compliance.

Encl: As stated

(Kailash Bhandari) Deputy Director Tel: 2436-6247

Copy to :- Shri Kanwalpreet, Director, Department of Expenditure, Room No. 264-C. North Block, New Delhi.

No.F.1/4/2021-PPD Government of India Ministry of Finance Department of Expenditure Public Procurement Division

> 264-C, North Block, New Delhi. 18.05.2023.

### **OFFICE MEMORANDUM**

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

- i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)
- ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)
- 2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

#### Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology		
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"		
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"		
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"		
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"		

- 4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:
- a) Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition: For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:
  - (i) L-1 is "MSE Class-I local supplier" 100% of the tendered quantity is to be awarded to L-1.
  - (ii) L-1 is "Non-MSE but Class-I local supplier" Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.
- b) Items reserved exclusively for procurement from MSEs as per PPP-MSE Order: These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:
  - (i) L-1 is "MSE Class-I local supplier" 100% of the tendered quantity is to be awarded to L-1.
  - (ii) L-1 is "MSE non-Class–I local supplier" Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.
- c) If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:
  - c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
    - (i) L-1 is "MSE Class-I local supplier" 100% of the tendered quantity is to be awarded to L-1.
    - (ii) L-1 is "Non-MSE but Class-I local supplier" Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
    - (iii) L-1 is "MSE but non-Class-I local supplier" Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
    - (iv) L-1 is "Non-MSE non-Class-I local supplier" Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure).

- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are nondivisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
  - (i) L-1 is "MSE Class-I local supplier" Contract is awarded to L-1.
  - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
  - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
    - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" Contract is be awarded to L1.
    - B. L1 is "Non-MSE non-Class-I local supplier" First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept purchase preference to be given to Class-I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept contract to be awarded to L-1.
- d) Items reserved for both MSEs and Class-I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

(Kanwalpreet)

Director

Tel.:-223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.

2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

### Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

**Item** – Desktop computer

**Qty** - 50 Nos.

#### Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder	
1.	Α	100	L1	"Non-MSE non- Class-I local supplier"	
2.	В	110	L2	"Non-MSE but Class-I local supplie	
3.	C	112	L3	"MSE but non- Class-I local supplie	
4.	D	115	L4	"Non-MSE but Class-I local supplier"	
5.	Е	118	L5	"MSE but non- Class-I local supplier"	
6.	F	120	L6	"MSE Class-I local supplier"	

- 1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
- 2. For 50% of balance quantity of 37 number (tendered quantity of 50 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
- 3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

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#### **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.

# (On Company Letter Head)

#### FORM NO. 10F

# [See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I..... son/daughter of Mr ..... in the capacity of.....

(Designation) do provide the following information, relevant to the previous year <u>2021-</u> <u>22</u> in case of for the purposes of sub-section (5) of section 90/section 90A:-						
Sl.No.	Nature of information	Details				
(i)	Status (individual; company, firm etc.) of the assesse	Company				
(ii)	Permanent Account Number (PAN) of the assessee if allotted					
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)					
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident					

	(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	<u>2021-22</u>					
	(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable						
	I have obtained a certificate to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of (name of country or specified territory outside India)							
	Name: Address: Email ID Contact I	e:  ):  Number nt Account Number:						
	Verificat	<u>ion</u>						
I do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated. Verified today the day of								
Signature of the person providing the information								
	Place:							

# (On Company Letter Head)

# No Business Connection or Permanent Establishment Certificate

Date
То
Bharat Heavy Electricals Limited Electroncis Division, PB NO. 2606, Mysore Road, Bangalore India - 560026
Sir,
Sub: No Business Connection or Permanent Establishment declaration for FY 2021-22
This is to certify that
We hereby certify that we will notify BHEL in case of any change in the status as certified above.
For
Authorised Signatory

(Note – Please refer definition of the Business Connection on reverse and Permanent Establishment in the relevant DTAA)

"Business connection" as defined in Section 9 of the Income Tax Act the shall include any business activity carried out through a person who, acting on behalf of the non-resident,—

- (a) has and habitually exercises in India, an authority to conclude contracts on behalf of the non-resident or habitually concludes contracts or habitually plays the principal role leading to conclusion of contracts by that non-resident and the contracts are—
  - (i) in the name of the non-resident; or
  - (ii) for the transfer of the ownership of, or for the granting of the right to use, property owned by that non-resident or that non-resident has the right to use; or
  - (iii) for the provision of services by the non-resident; or
- (b) has no such authority, but habitually maintains in India a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the non-resident; or
- (c) habitually secures orders in India, mainly or wholly for the non-resident or for that non-resident and other non-residents controlling, controlled by, or subject to the same common control, as that non-resident:

Provided that such business connection shall not include any business activity carried out through a broker, general commission agent or any other agent having an independent status, if such broker, general commission agent or any other agent having an independent status is acting in the ordinary course of his business:

Provided further that where such broker, general commission agent or any other agent works mainly or wholly on behalf of a non-resident (hereafter in this proviso referred to as the principal non-resident) or on behalf of such non-resident and other non-residents which are controlled by the principal non-resident or have a controlling interest in the principal non-resident or are subject to the same

common control as the principal non-resident, he shall not be deemed to be a broker, general commission agent or an agent of an independent status

For the removal of doubts, it is hereby clarified with explanation-2A, that the significant economic presence of a non-resident in India shall constitute "business connection" in India and "significant economic presence" for this purpose, shall mean—

- (a) transaction in respect of any goods, services or property carried out by a non-resident in India including provision of download of data or software in India, if the aggregate of payments arising from such transaction or transactions during the previous year exceeds such amount as may be prescribed; or
- (b) systematic and continuous soliciting of business activities or engaging in interaction with such number of users as may be prescribed, in India through digital means:

Provided that the transactions or activities shall constitute significant economic presence in India, whether or not,—

- (i) the agreement for such transactions or activities is entered in India; or
- (ii) the non-resident has a residence or place of business in India; or
- (iii) the non-resident renders services in India:

Thresholds for the purposes of significant economic presence.

- 11UD. (1) For the purposes of clause (a) of Explanation 2A to clause (i) of sub-section (1) of section 9, the amount of aggregate of payments arising from transaction or transactions in respect of any goods, services or property carried out by a non-resident with any person in India, including provision of download of data or software in India during the previous year, shall be two crore rupees;
- (2)For the purposes of clause (b) of Explanation 2A to clause (i) of sub-section (1) of section 9, the number of users with whom systematic and continuous business activities are solicited or who are engaged in interaction shall be three lakhs.

To, M/s Bharat Heavy Electricals Ltd., Electronics Division P.B. No. 2606 Mysore Road, Bangalore –560 026

Ph. No.: 080 2699 8994

Ref -

**Subject:** Declaration as a Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No.4) dated 23.02.2023 (as amended from time to time).

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.

# **On Bidder Letter Head**

Date:
To,
M/s Bharat Heavy Electricals Ltd.
Electronics Division, Mysore Road,'
Bangalore – 560026
<b>Sub:</b> Model Clause / Certificate as per clause 9 (a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 19.07.2024
Ref: BHEL Tender / RFQ / NIT Number
I (authorized signatory for M/s) a 'Class-I Local Supplier' / 'Class-II Local Supplier' at the time of tender, bidding or solicitation hereby confirm that the item meets the Local Content requirement for 'Class-I Local Supplier' / 'Class-II Local Supplier' .
Tick appropriate option & cut the other one:
1)We are the reseller/distributor of the quoted product and the Local Content percentage is Break up of Local value addition to be furnished below (inclusive of Taxes):
a)
b)
c)
OEM certificate for country of origin to be submitted for above.
2) We are not the reseller/distributor of the quoted product and the Local Content percentage is
The address is as below, where the local content / value addition is made:
[Factory Address]
For M/s
Authorized Signatory
(with company seal & Name)



# ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್ भारत हेवी इलेक्ट्रिकल्स लिमिटेड

# Bharat Heavy Electricals Ltd., (A Government of India undertaking) Electronics Division

PB 2606, Mysore Road Bengaluru, 560026 INDIA

CE: PR: 002- Rev 04

#### **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.

<u>Definitions:</u> 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, Bengaluru 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:**

- Price Basis: All prices shall be firm until the purchase order is executed / completed in all respects. No price variations / escalation shall be permitted. For any delay at BHEL end towards issuing clearance for supply of spares for reasons attributable to BHEL/Customer, Contractor shall honor the PO prices for additional 01 year period from the date of expiry of contractual schedule and delivery schedule will be extended for such period of delay at BHEL end.
- 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. <u>Documentation:</u> 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. <u>Submission of Engineering documents as per PO:</u> After award of contract, Successful bidder shall submit complete set of documents (like drawings, bill of materials, datasheets, catalogues, quality plan, etc. as called in tender specification) for approval, within 14/21 days (as specified in SCC/Purchase Order) from the date of award of contract. Buyer shall issue manufacturing clearance along with approved documents within 60/75 days (as specified in SCC/Purchase Order) after receipt of documents from seller. Any delay by buyer/consignee in providing approved documents beyond specified period shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.
  - In case of any corrections in documents to be incorporated by seller for approval of document based on end-user/consultant/buyer comments, revised documents have to be submitted by seller incorporating the comments within 07/14 days (as specified in SCC) from the date of receipt of the same.
  - Seller shall be required to commence manufacturing only after receipt of approved documents from BHEL.
- b. <u>Liquidated Damages (LD):</u> Delivery will commence from the date of placement of Purchase Order. If the seller fails to deliver any or all of the Goods within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated damages for the delay @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as preestimated damages not exceeding 10% of the contract value of the delayed quantity without any controversy/dispute of any sort whatsoever. GST as applicable will be recovered along with LD amount.

<u>Extension of Delivery Period:</u> Buyer may, on request of the Seller or otherwise, extend the delivery date subject to Force Majeure conditions and/or also on the ground/reasons of delay attributable to the Buyer / Consignee.

- 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. a. Pre-dispatch inspection at seller premises: Before dispatch, the goods will be inspected by Buyer/ Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at the seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specification. For in-house testing, the sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer shall notify the Seller about the Authorized Representative / Nominated External Inspection Agency and the date of testing. Scope of inspection is limited to 'approved quality plan or QA checklist or Purchase Specification'. While bidding the sellers should take into account 12 days (unless otherwise specified in SCC) for arranging inspection from the date of email offering the goods for inspection. Any delay in arranging inspection beyond the specified period due to reasons not attributable to seller, shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.
  - b. <u>Material Dispatch Clearance Certificate (MDCC)</u>: Seller should take into account 10 days (unless otherwise specified in SCC) for issuance of dispatch clearance by BHEL from the date of successful inspection report. Any delay in issue of MDCC beyond the specified period shall be on the part of buyer and BHEL will extend the delivery period of such period of delay.

BHEL reserves the right for conducting repeat test, if required. All costs related to inspections & reinspections 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. <u>Transit Insurance:</u> 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. Avaiing 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. <u>High Sea Sales (HSS)</u>: 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. <u>Assignment of Rights & Obligations; Subcontracting:</u> 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. <u>Progress report:</u> 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. <u>Cancellation /Termination of contract:</u> 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. <u>Risk Purchase Clause</u>: 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. <u>Shortages:</u> 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 the cost of seller within a reasonable time that BHEL may allow from such intimation.
  - <u>Transit Damages:</u> 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. <u>Remedial work:</u> 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. <u>Indemnity Clause</u>: 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. Vendor shall fully indemnify and keep indemnified BHEL against all claims of whatsoever nature arising during the course and out of execution of this Order/Contract.
- 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: If at any time during the continuance of the contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the contract not shall either party have any claim for damages against the other in respect of such non-performance after such event has come to an end or ceased to exist and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive.

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. <u>Limitation of Liability:</u> 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. <u>Liability during warranty</u>: 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. <u>Liability after warranty period</u>: 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. <u>Compliance with Laws:</u> 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. <u>Arbitration Clause in case of Contract with vendors other than Public Sector Enterprise (PSE) or a</u> 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 Bengaluru.

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 Bengaluru 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.

<u>Arbitration Clause in case of Contract with a Public Sector Enterprise (PSE) or a Government Department:</u> 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. <u>Applicable Laws and Jurisdiction of Courts:</u> Prevailing Indian laws both substantive and procedural, including modifications thereto, shall govern the Contract. Subject to the conditions as aforesaid, the competent courts in Bengaluru alone shall have jurisdiction to consider over any matters touching upon this contract.
- 33. <u>General Terms:</u> 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.

34. Clause reserved.

#### 35. NO CLAIM FOR INTEREST OR DAMAGE:

- 1) Interest on Money due to the Seller/Supplier/Vendor: Vendor shall not be entitled to any interest or damage in case of any delay on the part of the BHEL to pay the amount due upon measurement or as per Contract or otherwise. Vendor shall also not be entitled to interest upon any guarantee / security / retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.
- 2) No Claim for Interest or Damage: No claim for interest or damage will be entertained or be payable by BHEL in interest of any amount or balance which may be lying with BHEL or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount / damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.

PS/445/2636/LARA/PQC/R00 Date: 03.11.2025

# **Pre-Qualification Criteria**

Item: VFDs for CEP (1550kW, 11kV Motor)

Project: LARA STPP Stage-II Project (2x 800 MW)

Customer: NTPC

1. The vendor shall be an Original Equipment Manufacturer (OEM) of VFD Equipment. Only the OEM can submit offers.

- 2. The vendor should have designed, engineered, manufactured, type tested or got type tested, supplied and commissioned or supervised commissioning of at least one (1) number of VFD system (of the type & model offered) for feeding squirrel cage induction motor/ synchronous motor of 1000kW, 11kV or higher rating, which is in successful operation for a period of at least one (1) year as on 01.10.2025. Necessary supporting document shall be provided. The Reference List of VFD supplies made giving the ratings, application, details of the customers, year of supply and commissioning status to be provided along with the offer.
- 3. The vendor or their authorized service representatives shall have trained engineers for commissioning & service for the offered equipment and shall be in a position to provide prompt after sales service and spares support for our installations. This service network shall necessarily be available in India.
- 4. The vendor shall be in a position to undertake AMC or provide service support for the equipment supplied, after the expiry of the warranty / guarantee period either directly or through a service representative.
- 5. Technical clearance of vendor offer will be based on Customer acceptance of Vendor Credentials (does not apply to Customer approved vendors for this project).

#### Note:

- a. Vendor must furnish all necessary supporting documents, as required, along with the bid to satisfy Pre-Qualification criteria as specified above.
- b. The Pre-Qualification criteria are mandatory requirements and the technical bids will be evaluated only when the Pre-Qualification criteria are met.

### **Checklist for Pre-Qualification Criteria**

Sl. No.	Vendor Confirmation to the points above	Reference of documents attached
1	Yes / No	
2	Yes / No	
3	Yes / No	
4	Yes / No	
5	Yes / No	

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### **PURCHASE SPECIFICATION**

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# TECHNICAL SPECIFICATION OF IGBT/ IGCT/ SGCT BASED VFD FOR SQUIRREL CAGE INDUCTION MOTOR

## 1. Project Details

	SI. No.	Parameter	Specification
-	1	Project title	
	2	Customer	As per attached Annexure to Specification

## 2. Environment Specifications

SI. No.	Parameter	Specification	
1	Maximum Ambient Temperature		
2	Minimum Ambient Temperature		
3	Equipment Design Temperature (IS-9676)		
4	Relative Humidity	As per attached Annexure to Specification	
5	Altitude		
6	Location of VFD Panels		
7	Seismic Zone		
8	Environment		

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			PREPARED BY PRACHI ADITI	ISSUED BY CE-ENGG/DRIVES	DATE 03-11-2025



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## 3. Input and Transformer Data

SI. No.	Parameter	Specification
1	System Voltage / Frequency / Phase	
2	Voltage Variation	
3	Frequency Variation	Refer attached Annexure to Specification
4	Combined Voltage and Frequency Variation	
5	Fault Level	
6	Transformer Type	
7	Rating	Transformer must be designed to carry 110% current of calculated VFD rating. Transformer sizing calculation shall be provided along with offer.
8	Power Cables	1. Cable glands (Weatherproof) to be provided by the vendor for Transformer HV side cable termination suitable for Cable size mentioned in Annexure to Specification. The exact no. and size will be intimated during drawing approval stage. Cables and termination kits are in Customer /BHEL scope.
		2. All interconnecting cables and cable lugs for VFD panel to Transformer connection to be provided by vendor. Refer attached Annexure to Specification for more details. For VFD with non-integrated Transformer, Power Cables selection between Transformer & VFD shall also consider adequate derating factor as these cables shall be routed through trenches and trays.
		3. For VFD panel with non-integrated type transformer, Cables glands and termination kits for connection between Transformer LV side and VFD input side termination shall also be supplied by the vendor.
9	Termination cubicle	Any special termination cubicle, supporting structures, etc. if required for non-integrated type VFD system shall also be supplied by the VFD vendor.



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## 4. Motor Data

SI. No.	Parameter	Specification
1	Туре	Squirrel Cage Induction Motor
2	Scope	Manufactured by BHEL-Bhopal
3	Rating (kW)	Refer attached Annexure to Specification
4	Rated Voltage and Current	Refer attached Annexure to Specification
5	Fed from	Variable Frequency Drive (V/f Control)
6	Duty Class	Continuous - S1
7	Efficiency and Power Factor	Refer attached Annexure to Specification
8	Power Cables	Cable glands (Weatherproof) to be provided by the vendor for VFD Output side cable termination suitable for cable sizes mentioned in the attached Annexure.  The exact no. and size will be intimated during drawing approval stage. Cables and termination
		kits are in Customer /BHEL scope.



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## 5. Scope:

SI. No.	Scope of Supply	Description	
1	Refer Consolidated Scope of Supply and Services in attached Annexure for details.	The vendor shall be responsible for engineering and functioning of the complete VFD system comprising of Dry	
2	<ul> <li>a) All interconnecting cables between VFD panel and Transformer panel both for integrated type VFD system and non- Integrated type VFD system.</li> <li>b) Any special cable other than power and control cables from</li> </ul>	type Transformer and VFD panel, meeting the intent and requirement of this specification, Customer specification and datasheet. This shall include but not be limited to inverter sizing, transformer sizing, transformer impedance selection, vector group, input and output harmonic filter design and sizing, output dv/dt filter	
	VFD to other equipment.  c) Power Cable glands & lugs for VFD and transformer.	sizing, adequacy of motor cable size selected by BHEL etc. All necessary interlocks as required for safe and reliable operation of VFD system along with Input breaker shall be provided in VFD system.	
	d) Any special tools and tackles.	If any special arrangement is required in input breaker, same shall be informed by the vendor in offer.  The machine shall continuously run on VFD.	



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# 6. VFD Specifications:

SI.No.	Parameter	Specification	
1	Drive Application	Refer attached Annexure to Specification	
2	Input Voltage	From Dry type Transformer.	
3	Power/Torque vs Speed	Torque α Speed <sup>2</sup> , Power α Speed <sup>3</sup>	
4	Single Line Diagram		
5	Output Voltage of VFD	Refer attached Annexure to Specification	
6	Output Current of VFD		
7	Output Frequency	0 to 50Hz , Resolution: +/- 0.01% under transient conditions; +/- 0.5% under steady state conditions	
8	Overload capacity	Refer attached Annexure to Specification	
9	Speed Regulation & Speed Accuracy	+ 0.5% +1%	
10	Drive Control	Sensorless Vector Control	
11	Braking Operation	Not Applicable	
12	Output LC Sinusoidal Filter	Motor is designed for PWM operation. Distance between VFD and Motor are as per Annexure attached with Specification. Vendor to clarify and offer output Filter, if required.	

# मारपङ्गा सिर्देशा

#### **PURCHASE SPECIFICATION**

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**GROUP: CE-ENGG/DRIVES PAGE** 06 OF 21 VFD Panel Protection Class: Please refer attached Annexure 13 Construction b) Panel: Free standing, floor mounting type, comprising of rigid welded structural frames with Cold Rolled Sheet Steel enclosure of minimum thickness 2 mm for load bearing structure & frame and 1.6 mm for Doors, covers etc.(Enclosure Spec attached). All doors and removable covers shall have neoprene gaskets. Ventilating louvers shall have easily removable and washable dust filters. c) Busbar Material - Electrolytic grade Copper, colour The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in anyway detrimental to the interest of the company. coded. Sleeving/shrouding for safety purposes shall be done. d) Cooling: Forced Air Cooled VFD should be considered. Cooling system shall include well dimensioned panel, adequate cooling air flow path. Vendor shall ensure that the panel dimensions and flow paths have been designed for continuous running at the specified ambient without overheating. COPYRIGHT AND CONFIDENTIAL e) Earth Bus – minimum 50\*6 mm Copper. Door Interlock: The VFD shall have a door interlock for safety. This interlock system should ensure that none of the power cabinets can be opened until the main source of power is disconnected or will cause the main source of power to trip. Additionally, the same interlock system should ensure that power cannot be initialized to the drive unless the doors are closed. Suitable shrouding mechanism shall be provided so that the DC capacitors cannot be touched till their voltage is zero. g) Painting: 2 Coats of Primer and 2 Coats of Finish Paint to be given for all surfaces of enclosure. Paint shall be Epoxy Based with Powder Coated Finish - shade RAL9002 front and rear panels, end panel sides RAL5012. Paint shade for Transformer shall be RAL5012 on all the sides. Paint Thickness: 100 Microns (minimum). Exact paint shade will be confirmed during drawing approval stage(Painting Spec attached). h) Power and Control Wiring shall be done with Fire retardant (FRLS) cables. Double compression type Nickel plated brass cable glands shall be supplied. Height of the terminal from cable gland plate shall be adequate to take care of the cable sizes and quantity mentioned. Minimum space for the power cable termination shall be 600mm clear from the cable gland plate. Cable entry will be from bottom only. Gland Plates shall be blank (undrilled) - to be drilled at site. The gland plate thickness shall be 3.0 mm for hot / cold-rolled sheet steel and 4.0 mm for nonmagnetic material.



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JMITED. hpany.	13	VFD Panel Construction	<ul> <li>j) All electronic modules and components shall be accessible from front of panel only. Modular assemblies for both the system control electronic equipment and power electronic equipments shall be used.</li> <li>k) All low voltage compartment and cabling shall be electrically and physically separated from the high voltage compartment.</li> <li>l) 20% spare terminals shall be provided for future use.</li> <li>m) For limiting dimensions (if applicable), refer attached annexure.</li> </ul>
TRICALS I	14	Noise Level	Shall be less than 85dB at a distance of 1 metre from the outline of VFD Panels at a height of 1.5 metres from the floor with all the fans running in the VFD Panels.
LEC atere	15	Storage Temp.	-40°C to +60 °C
Y E	16	Vibration	According to IEC68-2-6
COPYRIGHT AND CONFIDENTIAL ent is the property of BHARAT HEAV or indirectly in anyway detrimental to t	17	Interference	According to IEC801 parts 2,3,4 Immunity: The panels shall be designed so as to have low Radio Freq Interference (RFI) & Electromagnetic Interference (EMI).
F AND Coperty of Bin anywap	18	VFD Efficiency	Shall be as per attached Annexure. Exact value to be specified by the Vendor in Datasheet.
IGH P pro	19	Duty Cycle	Class I Duty Cycle as per IEC 146-1
COPYRIGHT AND CONFIDENTIAL  The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED.  It must not be used directly or indirectly in anyway detrimental to the interest of the company.	20	VFD Requirements	<ul> <li>a) Input Choke: Input chokes to be provided, if necessary.</li> <li>b) Local/Remote: Selector switch shall be provided for operator to select type of operation:</li> <li>➤ Local – Operation from VFD Panel for Speed Control from door mounted interface;</li> <li>➤ Remote – Operation from DCS.</li> <li>If VFD is set for speed reference from Remote, it shall be possible to program the VFD to either shutdown, go to minimum speed or continue operation at its last known speed reference point whenever a loss of speed reference is detected.</li> <li>c) Local Start/Stop Push Button to be provided either on Panel door or on keypad.</li> <li>d) Door Mounted Lockable Push-Button with cover to be provided with 2NO + 2 NC contact for Emergency Stop. One normally open and close contact to be wired to Terminal Block for external Interlocking / Annunciation.</li> <li>e) Every Panel shall be provided with illumination lamp with limit switch and MCB. Space heater shall be provided in panel with switch fuse and variable setting thermostat. 240V power socket with MCB shall be provided.</li> </ul>



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### **PURCHASE SPECIFICATION**

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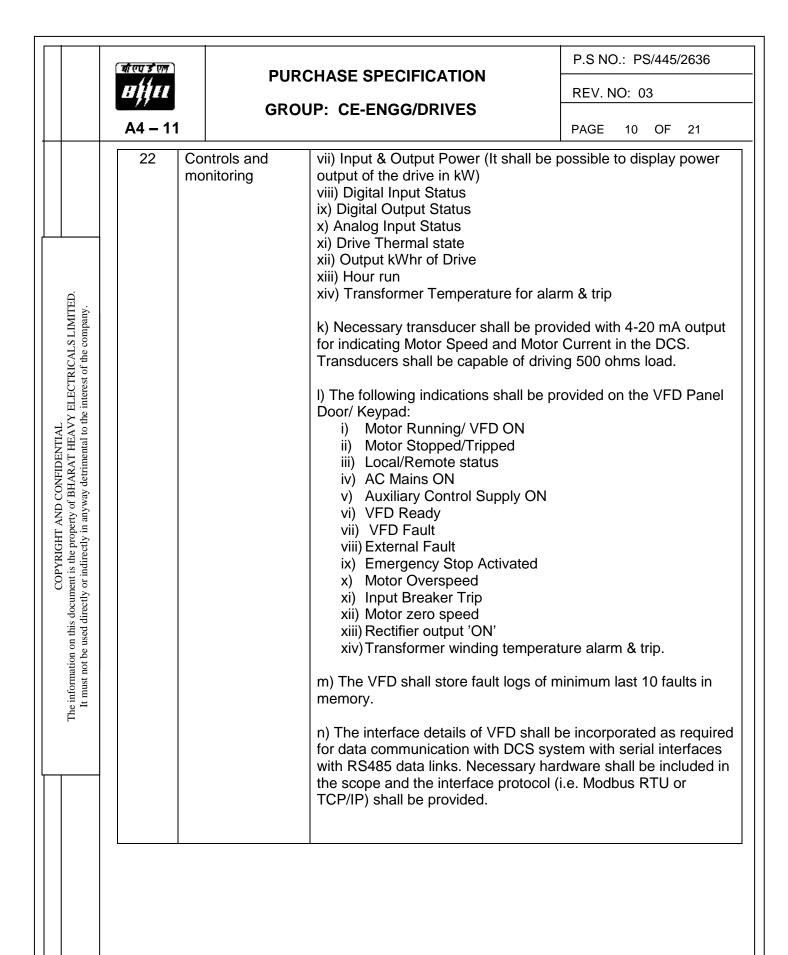
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	SI. No.	Parameter	Specification
ELECTRICALS LIMITED. interest of the company.	20	VFD Requirements	<ul> <li>f) 230V, 1phase, 50Hz (exact rating during drawing approval stage) Power Supply to the motor space heater shall be derived from VFD. Necessary interlocking arrangement for this supply shall also be made available in the VFD panels.</li> <li>g) PLC: PLC shall be provided for Interlocking and Protection (if required)</li> <li>h) The expected life time of the drive system shall be minimum 20 years. The system including all individual components forming part of the system shall have an availability of minimum 0.997 and a minimum MTBF of 4 years.</li> <li>i) Any special requirement regarding CT/ PT, protection relay or any other device, in input breaker, which is required for functioning and protection of VFD system shall be considered by the VFD vendor in their scope.</li> </ul>
The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED.  It must not be used directly or indirectly in anyway detrimental to the interest of the company.	21	VFD Features	<ul> <li>a) Soft Start and Auto Restart</li> <li>b) Auto Speed Search Facility (Catch on Fly) shall be available for starting into rotating loads.</li> <li>c) Power loss ride through (Kinetic Buffering) and for voltage dips over 20% or Power interruption for less than 2 secs.</li> <li>d) Automatic VFD tuning during start-up.</li> <li>e) Flux optimisation function shall be provided to reduce the total energy consumption and noise level in case drive is operated below nominal load.</li> <li>f) Selectable reverse run prohibition</li> <li>g) Adjustable motor overload feature</li> <li>h) Settable minimum and maximum operating frequency</li> <li>i) VFD shall produce not greater than 1% torque pulsation to the shaft of driven equipment.</li> <li>j) Field adjustable Torque limits and acceleration and deceleration ramps</li> <li>k) Accelerate / Decelerate Times to be specified.</li> <li>l) Four (4) user programmable preset speeds.</li> <li>m) The equipment may be stored outdoors for long periods before installation. The packing should also be suitable for outdoor storage areas with heavy rains / high ambient temperatures.</li> <li>n) Vendor shall certify readiness of system fit for commissioning. Vendor's scope shall also include supply of all specialized tools and tackles required.</li> <li>o) VFDs shall be installed in Air-conditioned area but it shall be suitable for operation in non-air-conditioned area also.</li> <li>p) Earthing scheme should be provided by the vendor.</li> </ul>

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		GROUP: CE-ENGG/DRIVES		REV. NO: 03	
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21	VFI	D Features	<ul> <li>q) Any special cable other than required to connect VFD to oth vendor scope.</li> </ul>		
COPYRIGHT AND CONFIDENTIAL  The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED.  It must not be used directly or indirectly in anyway detrimental to the interest of the company.		ntrols and nitoring	a) VFD shall be with an interacti mounted digital operator interface sealed membrane type keypad. b) The operator interface shall be undrive monitoring and drive trous interface must also be able to state VFD faults and manually adjust the content of the operator interface shall have fault, drive run, and drive in curred of the operator interface shall all operating conditions including torque, power etc. e) Messages shall be alphanume messages shall be in English. f) Provision shall be made available of operating variables and all drive parameter of the operator interface shall be can operating variables and all drive parameter would typically be a important to the operator such as how the operator such as how the following Control signals mustowed by Emergency stop Frip/Close Input breaker These are indicative. Vendor the scheme using these and other of system during detailed Engineeri provided with individual relay have free contacts wired to terminal blow in All VFD operating parameter shamemory. j) The drive shall have built in parameters as minimum on its differency in the drive shall have built in parameters as minimum on its differency in the drive shall have built in parameters as minimum on its differency in the drive shall have built in parameters as minimum on its differency in the drive shall have built in parameters as minimum on its differency in the drive shall have built in parameters as minimum on its differency in the drive shall have built in parameters as minimum on its differency in the operator voltage vince the drive shall also be through Modbus link: i) Input & Output Voltage vince the drive shall also be through worth as the drive shall also be through worth and the drive shall also be through worth as the drive shall also be through worth as the drive shall also be through worth and the drive shall also be through worth	sed for drive proble shooting. The art and stop the one VFD's speed rive LED indicator in the limit etc. How monitoring speed, current in the current in the control of the current in the	ogramming, se operator drive, reset reference. It is for drive of inverter to voltage, and a spower-se motor load.  Interlocking red for the set shall be the potential monvolatile is following terface and interlocking red for the set shall be the potential monvolatile is following terface and



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### **PURCHASE SPECIFICATION**

**GROUP: CE-ENGG/DRIVES** 

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22 Controls and Monitoring	1) Rectifier fuse failure / drive fault 2) Main AC failure 3) Inverter fuse failure / Drive fault 4) Inverter overload 5) Inverter high temperature / Drive fault 6) Cooling system failure 7) Motor failed to start / Drive fault 8) Transformer fault and alarm 9) Communication and measurement system unhealthy
23 Protection	Following protections shall be built in within the inverter and any other protection as required:  a) Motor Overload / Over Torque b) Instantaneous Over current (This device shall monitor the peak output current continuously and shall provide instantaneous shutdown without component failure whenever its trip point is surpassed. The trip point must be greater than or equal to 110% of the VFD's rated full load output current) c) Ground Fault Protection d) Over Voltage/Under Voltage - VFD shall be able to withstand >20% dip in supply voltage for 2 secs without damage to semiconductors or fuses. e) Output Short Circuit f) Output Phase Loss, Phase reversal, Locked rotor protection g) Phase Sequence Protection h) Input Phase Loss/Single Phasing Preventer i) Over Speed/Over frequency of motor j) Heat sink over temperature/VFD Panel Temperature High Stall prevention (During acceleration, deceleration and constant speed operation) k) Loss of Cooling Fans (Ventilation failure Indication and Alarm) l) External faults like Transformer Fault and Alarm m) Incoming and outgoing Line surge protection n) Loss of Speed reference o) Inverter fault (Converter/Inverter module failure indication) p) The system shall be designed to deliver the motor input current and torque for the complete speed torque characteristics of the driven equipment.

बाल्प <b>ड</b> एल <b>छोड़ारा</b> A4 – 11	ASE SPECIFICATION : CE-ENGG/DRIVES	P.S NO.: PS/445/2636  REV. NO: 03  PAGE 12 OF 21
The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED.  It must not be used directly or indirectly in anyway detrimental to the interest of the company.	q) If the motor load exceeds the automatically reduce the frequence motor to guard against overload the current limit for more than down to prevent over heating of the drive.  r) The drive shall trip in case the semaximum operational speed of minimum operational speed for respective shall be built in the operation and failure of the regarding failure of any of the semantic of the system shall be available days after a shut down even tho to the converter transformer: Short of fault, and Winding temperature in the semantic of the system shall be available days after a shut down even tho the converter transformer: Short of the system shall be available days after a shut down even tho the system shall be available days after a shut down even the system shall be available days after a shut down even the system shall be available days after a shut down even the system shall be available days after a shut down even the system shall be available days after a shut down even the system shall be available days after a shut down even the system shall be available days after a shut down even the system shall be available days after a shut down even the system shall be available days after a shut down even the system shall be available days after a shut down even the system shall be available days after a shut down even the system shall be available days after a shut down even the system shall be available as a s	iency and voltage to the d. If load demands exceed 1 min, the drive shall shuf the motor and damage to peed exceeds 110% of the reduces to 95% of the more than 10 seconds. To the system to supervise system. The information yetem including shut down for a period of minimum augh no supply available.



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### **PURCHASE SPECIFICATION**

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	•	
SI. No.	Parameter	Specification
The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED.  It must not be used directly or indirectly in anyway detrimental to the interest of the company.	Dry type Transformer (mounted in panel) (Specification attached)	Dry type Transformer  a) HV: Taps of ±5% b) LV voltage: Multi secondary type. Number of secondaries and secondary voltage to be indicated by the vendor in technical offer. c) Class of insulation: F or higher. Winding temperature rise of the transformer shall be as per attached Annexure. d) Winding material: Electrolytic grade Copper  Protection: RTDs to be provided in each limb for winding temperature measurement. Temperature scanner to be provided for winding temperature measurement of all limbs. Alarm and trip contacts required for annunciation for fault and tripping action.  Connection: HV Incomer: Termination arrangement and Cable glands to be provided by the vendor. The exact number and sizes will be intimated during drawing approval stage. Cables in BHEL/Customer scope.  LV Connection: Cables along with glands, Lugs for connection between LV secondaries and VFD to be supplied by the Vendor. This shall be used for testing of the VFD and later bunched in the panel during dispatch and the same shall be connected at site. Necessary connection and routing arrangements to be made at Vendor's works. For more details, please refer Annexure attached with this Specification. In case of non-integrated transformer, Cable termination kits (if required) for LV connection between transformer and VFD shall also be supplied by vendor.



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SI. No.	Parameter	Specification
25	Type of Control:	Completely programmable by the user as: a) Flux vector control with speed feedback b) Flux vector control without speed feedback c) Scalar V/F. VFD shall be capable of maintaining motor speed within ±0.5% without the use of a motor mounted encoder or tachometer. The drive shall have programmable V/F patterns along with user definable custom V/F patterns.
26	Harmonic Limitations – Source	Shall be as per latest IEEE 519 Voltage harmonics: Vendor to inform the values with calculations during detailed engineering stage. Current harmonics: Vendor to inform the source side 5 <sup>th</sup> , 7 <sup>th</sup> & 11 <sup>th</sup> harmonics values with calculations during detailed engineering stage. Vendor to supply harmonic filters, if required, to filter the harmonics generated by VFD at input/ supply side. The above compliance shall be verified by the field measurements of harmonics at the PCC with and without VFDs operation as per Customer Specification.
27	Harmonics at VFD Output / Motor Input	Shall be as per latest IEC 61800-4 Vendor to specify the maximum amount of voltage and current harmonics at the VFD Output / Motor Input terminals.
28	Switching frequency	To be specified by the vendor in Datasheet.
29	Auxiliary Supply	Refer attached Annexure to Specification



### **PURCHASE SPECIFICATION**

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SI. N	SI. No. Parameter Specification				
30		<ul> <li>a) Routine Tests shall be carried out on all Panels and transformer as per relevant standards and NTPC specifications &amp; QA documents.</li> <li>b) Type Test Certificates for similar equipment and rating supplied by the Vendor shall be submitted during detailed engineering. Refer relevant clause of NTPC Specification mentioned in Annexure. If valid type test certificates for transformer and VFD panels are not available as per NTPC Specification, vendor shall conduct the type tests without any cost implication to BHEL/NTPC. Refer Type Test validity date in attached Annexure.</li> <li>c) During fabrication, the drive and Transformer shall be subject to inspection by BHEL/ Customer, or by an agency authorized by the BHEL/ Customer to assess the progress of work, as well as to ascertain that only</li> </ul>			
I he information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED.  It must not be used directly or indirectly in anyway detrimental to the interest of the company.	Inspection, Training and Commissioning Support	<ul> <li>quality raw material is used.</li> <li>a) Final Inspection: BHEL / Customer representative will be present at manufacturer's works for witnessing of final testing for VFD. This is to be incorporated in the Quality Plan. No charges shall be applicable for witnessing of final tests.</li> <li>b) Training: Refer attached Annexure to Specification.</li> <li>c) Commissioning: Commissioning of all VFD Systems at site shall be in the scope of Vendor. Final Acceptance shall be based on successful completion of the same.</li> <li>d) Any replacement of failed/damaged items during commissioning shall be exclusively at Vendor's cost.</li> <li>e) Vendor is advised to stock necessary spares and ensure easy availability to facilitate trouble free commissioning.</li> </ul>			
32	a)Laptop with Software for VFD Interface	Laptops shall be installed with Latest Compatible Licensed Operating System. The software must be loaded in the laptops & supplied along with interconnecting cables and accessories required for interface with the drive. The software should be an easy to use commissioning tool for drives and shall be provided along with the system. The interface details of VFD shall be incorporated as required for data communication with DCS system with serial interfaces with RS485 data links. Necessary hardware shall be included in the scope and the interface protocol (Modbus only) shall be provided.			
	b) Printer	Printer shall be supplied for printing of VFD Data. For more details please refer attached Annexure.			



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SI. No.	Parameter	Specification
33	Maintenance	The procedure for maintenance of VFD panels and the schedule thereof shall be mentioned in the offer.
34	Spares	Please refer attached Annexure with this Specification.
35	Confirmations/Deviations to Specification	Point-wise confirmation to this specification and NTPC Specification to be given along with offer. Deviations, if any, shall be indicated separately. If there are no deviations to the specifications, supplier shall mention the same explicitly. A reply from vendor stating that "Equipment will generally meet the specifications" will not be accepted by BHEL. Vendor to furnish only Clause-wise Clarifications/Deviations to the Purchase Specifications and shall be furnished in the format below.

Point No.	Page No.	Confirmation / Clarification / Information / Deviation	Details	Remarks, if any



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### 7. Documentation

SI. No.	Parameter	Specification
1	Attached Documents	<ul> <li>a) Pre-Qualification Criteria (PQC): Refer "Annexure" attached with the Specification.</li> <li>b) Annexure-LARA CEP: Specification for project specific data.</li> <li>c) Annexure-2: NTPC Specifications, SLD &amp; Motor Data.</li> </ul>
2	Technical Information required along with Offer	a) Dimensional Drawing of Panels along with minimum clearance to be maintained for effective cooling, and Weight b) Technical Catalogue of VFD System being offered. c) Reference list for similar rating VFDs giving the following: Model number, Application, Rating, Year of supply and commissioning. Provenness Criteria of Medium Voltage Variable Frequency Drive shall be used as qualifying criteria (if attached with this specification). d) Confirmation / Clarification / Information / Deviation List as per Point 35 in page no. 16. e) Confirmation / Clarification / Deviation List to NTPC Specifications and other documents in SI No. (1) above. f) Design calculation for sizing of Transformer and VFD. g) Filled-up Datasheet for VFD system. h) Filled-up, Signed PQC format of VFD System
3	Information / Confirmations required along with offer	a) Supply of the VFD shall be by OEM only. The name of the country from which the drive is sourced and the location of the manufacturing plant should be mentioned in the offer. b) After Sales Service and Support shall be given by the Vendor for a minimum period of 10 (ten) years after commissioning. c) Vendor shall give a notice of at least 1 year to the end user of the equipment and BHEL before phasing out the product / spares to enable the end user for placement of order for spares and services.



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SI. No.	Parameter	Specification
4	Technical (unpriced) and Commercial (priced) Bids – For Evaluation	Refer "Consolidated Scope of Supply & Services" in Annexure attached with this Specification for Unpriced and Priced Bids.
5	Information required for Customer / Consultant Approval	a) Dimensional Drawing of Panels along with minimum clearance to be maintained for effective cooling, and Weight b) Schematic Diagram c) Bill of Materials for equipment to be supplied d) Feeder Requirements – UPS and 415V supply e) Losses at Rated Load (including Fans) f) Heat Loss for Air Conditioning System sizing g) Technical Catalogue of VFD System being offered h) Test Protocol and Quality Plan i) Type test certificates of similar or higher rating equipment j) Filled up Data sheet for VFD system and Transformer
6	Information Required along with Supply. Maintenance Manuals and Documentation	<ul> <li>a) Erection, Commissioning and Maintenance Manuals along with Final Drawings and Documentation</li> <li>b) Test and Guarantee Certificates.</li> <li>c) Complete Bill of Material (item wise) for the equipment supplied.</li> <li>d) Soft Copy consisting all of the above.</li> </ul>



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## **PURCHASE SPECIFICATION**

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### **VFD SYSTEM DATA SHEET**

Α	VFD Data			
1	Manufacturer			
2	Model No.			
3	Manufacturing Location			
4	Rating and Application			
5	Applicable codes /standards			
6	Speed reference	4-20 mA from DCS		
7	Speed range			
8	Switching Frequency			
9	No. of Pulse			
10	Total number of Diodes/ IGBTs/ IGCTs			
11	Drive output Voltage			
12	Overload capability			
13	Inrush current 250% In for			
14	Combined efficiency (Transformer & Drive) at:			
	i) 100% Load			
	ii) 75% Load			
	iii) 50% Load			
	iii) 25% Load			
15	Overall power factor at:			
	i) 100% Load			
	ii) 75% Load			
	iii) 50% Load			
	iii) 25% Load			
16	Output voltage range and Accuracy			
17	Output Frequency range and Accuracy			
18	Type of Cooling			
19	Redundancy in Cooling			
20	Type of feedback for speed control			
21	Output Filter/ Choke:			
	i) Manufacturer			
	ii) Type/ Model No.			
	iii) Rated Current and Voltage			
22	Acceleration / Deceleration time			

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	23	Degree of protection		
	24	VFD Panel Dimensions (Dimensional details		
		inclusive of all panels shall be furnished)		
		i) Length (mm)		
		ii) Height (mm)		
		iii) Depth (mm)		
		iv) Weight (kg)		
<u> </u>	25	Paint Shade		
MITT)	26	Heat Load (kW)		
ALS LI he com	27	Auxiliary Power Requirement:	415V, 3ph, 4Wire	UPS supply
RIC		i) KVA		
' ELECT e interes		ii) Voltage and Phase		
AL AVY to th	В	<u>Transforme</u>	r Data	
NTT THE intal	1	Manufacturer		
COPYRIGHT AND CONFIDENTIAL  The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED.  It must not be used directly or indirectly in anyway detrimental to the interest of the company.	2	Manufacturing Location		
NND (	3	Туре	Dry type Transformer	
HT /	4	Integrated / Non-Integrated		
RIG] he pi rectl	5	Duty	Continuous (Converter Duty)	
COPY ment is t y or indi	6	Rating (Transformer must be designed to carry 110% current of calculated VFD rating.)		
locu	7	Class of insulation and Temperature Rise		
ed di	8	Insulation level:		
n on		P. f withstand		
nation not b		i) HV Winding		
nust		ii) LV Winding		
he in It 1		Impulse withstand		
T		i) HV Winding		
		ii) LV Winding		
	9	Fault Level on HV Side		
	10	HV Voltage and Phase		
	11	LV Voltage/ Current		
	12	No. of LV Windings		
	13	Rated Frequency	50Hz	
	14	Impedance		
	15	Cooling Type		
	16	Winding Material	Electrolytic grade	Copper
	17	Location of Tap Changer	HV Winding	
	18	No. of Taps and Type	-	
1 1				



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19	Vector Group	
20	Neutral CT specification:	
	51G	
	64R	
	Vk	
	Im at Vk/2	
	RCT	
21	Cable Size/Type	
	i) HV Winding	
	ii) LV Winding	
22	No Load Loss	
	i) At 100% Voltage	
	ii) At 110% Voltage	
23	Full Load Copper loss at 75°C	
24	No Load Current	
	i) At 100% Voltage	
	ii) At 110% Voltage	
25	Efficiency at 75°C and unity power factor	
	i) At 100% of Full Load	
	ii) At 75% of Full Load	
	iii) At 50% of Full Load	
	iv) At 25% of Full Load	
26	Efficiency at 75°C and 0.8 power factor	
	i) At 100% of Full Load	
	ii) At 75% of Full Load	
	iii) At 50% of Full Load	
	iv) At 25% of Full Load	
27	Load at which maximum efficiency occurs	
28	Regulation at 75°C at full load	
	i) At 0.8 pf	
	ii) At UPF	
29	Dimensions	
	i) Length (mm)	
	ii) Height (mm)	
	iii) Depth (mm)	
	iv) Weight (kg)	
30	Degree of protection for enclosure.	
31	Paint Shade	
32	Heat Load (kW)	



### **PURCHASE SPECIFICATION**

**GROUP: CE/Engg. Drives** 

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### ANNEXURE-LARA CEP TO PS/445/2636

1. Inpu Sl. No.	t Data Parameter	Specification		
JI. 11U.	i ai ai i i c i c i	LARA STPP STAGE II (2 X 800 MW).		
1	Project Title	Total 6 VFDs (3 VFDs in Each Unit)		
2	Customer	M/s NTP	С	
	Environmental Specificati	ons :		
	Parameter		Specification	
	Max. Ambient temperature		50℃	
	Min. Ambient temperature		2°C	
	Equipment Design temp	erature	50°C	
	Relative Humidity		95% at 40°C	
3	Altitude		Less than 1000m above mean sea level	
	Location of VFD Panels		Indoor, Ventilated Room with Air Conditioning	
	Seismic Zone		As per IS-1893-Zone-II	
	Environment		All cards/hardware of VFD panel shall be suitable for operation in harsh environmental conditions	
			with respect to high temperature, humidity & dust.	
4	Drive Application	CEP (Con	ndensate extraction pump)	
5	System Voltage / Frequency / Phase	11kV / 50 Hz / 3-phase		
6	Voltage Variation	± 6%		
7	Frequency Variation	+3%, -5%		
8	Combined Voltage and Frequency Variation	10%		
9	Output Voltage of VFD	0 to 11k\	V (V/f = Constant)	
10	Overload capacity	The over	load capacity shall be 110% of rated current for 1 minute voltage.	
11	Motor Rating	1550kW,	, 11kV, 96 Amps, 1492 rpm	
12	Motor Efficiency & Power Factor	As per attached Motor Datasheet		
13	VFD type	Fully assembled units of 11kV VFD Panels (IGBT/SGCT/IGCT), Air Cooled with Integrated Dry Type Transformer		
14	Transformer type	Integrated Dry Type Transformer along with VFD. Cables & other accessories between VFD and transformer shall be in VFD manufacturer's scope (ref. specification clause 3.8).		
15	Degree of Protection	IP:3X or better		
16	VFD Output Current	96 A at 50°C (Design Ambient)		

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### **PURCHASE SPECIFICATION**

**GROUP: CE/Engg. Drives** 

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	17	Fault Level at 11 kV input side	40kA for 1 Sec.
	18	Distance between VFD & Motor (approx.)	200 – 250 meters approx
GS .	19	Cable Sizes between : a) 11kV Swbd. & VFD b) VFD & Motor	a) 1R x 3C x 185 Sq. mm, 11kV, XLPE Al(A) (BHEL Scope) b) 1R x 3C x 185 Sq. mm, 11kV, XLPE Al(A) (BHEL Scope)
COPYRIGHT AND CONFIDENTIAL  The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED.  It must not be used directly or indirectly in anyway detrimental to the interest of the company.	20	Auxiliary Supply	<ul> <li>a) 230V AC UPS feeder will be provided by BHEL. KVA rating is to be given by the Vendor. Control supply for electronic modules has to be derived from the UPS.</li> <li>b) Auxiliary Supply – 415V, 3φ, 50Hz, 4 wire will be provided by BHEL. Feeder Power rating (short time &amp; continuous) to be specified by the Vendor.</li> <li>c) Other supplies required by the VFD system to be generated internally within the VFD system.</li> </ul>
TIDEN RAT I	21	Single Line Diagram	Refer Drg. No. 3-661-00-00971
COPYRIGHT AND CONFIDENTIAL ent is the property of BHARAT HEAV or indirectly in anyway detrimental to t	22	Pre-Qualification Criteria	Pre-Qualification Criteria(PQC) requirement of Medium Voltage Variable Frequency Drive (11 kV VFD) is attached. Bidder to furnish details in line with the document.
NIGHT ne pro ectly	23	Mandatory Spares	As per attached list
COPYF ment is th y or indir	24	Training	Training for Customer personnel for 15 Mandays at Manufacturer's works
on this docur used direct	25	Reference date for type test purpose	Regarding clause no. 6(30)(b) of BHEL Specification, Sheet no. 15/21, bid opening date to be considered as 03.03.2023.
rmation st not be	26	Limiting Dimensions	Maximum height of False ceiling in VFD room shall be 3.8 meters. Vendor to ensure compliance to the same.
The info It mu	27	Cooling Fan redundancy	Redundant cooling fans (100% for Transformer Cubicle) as per NTPC Spec SecVI/B-04 Clause 2.02.07 to be provided. Supply of loose redundant cooling fan is not acceptable
	28	Transformer Insulation class / Winding temperature rise	H/F ( As per NTPC Spec. Part-B/SecVI/B-03, Clause 12.08.00)
	29	Efficiency	Efficiency of VFD System (including Transformer) shall be minimum 96% (heatloss shall be limited to 4%).
	30	Packing	Wooden packing shall be provided suitable to withstand shocks and vibrations during equipment transit and to withstand handling during loading/unloading. Material handling marks should be provided on the packages. For safe preservation, proper packing shall be provided to avoid moisture ingress during equipment transit and when equipment is under covered storage.

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31	Transformer inspection	<ul> <li>a) Transformer Type Test (if conducted for the Project), including temperature rise test on 1 no. of each type &amp; rating shall be carried out at 100% loading at Transformer Manufacturer's works. Same shall be witnessed by BHEL/NTPC.</li> <li>b) Routine test witness of Transformer shall be carried out at Transformer Manufacturer's works on all Transformers by BHEL/Customer.</li> </ul>	
32	Load test at VFD Shop floor with Motor	Vendor to Confirm the availability of the facility for the VFD functional & performance testing along with 11 KV HT Motor of the comparable rating on their VFD test beds (for testing with VFD)	
33	Control & performance parameter monitoring (as per NTPC spec. clause 22.03.00)	<ul> <li>a) CT/PT signal for input current/voltage monitoring shall be provided to VFD from input VCB supplied by BHEL. Vendor to provide MFM in VFD panel.</li> <li>b) Ambient temperature monitoring of drive.</li> </ul>	

### 2. Consolidated Scope of Supply and Services

Sl. No.	Items	Quantity
		(Nos.)
1.	a) Fully Assembled Units of 11kV VFD Panels (IGBT/SGCT/IGCT), Air Cooled with Integrated Dry type transformer.	06 Nos.
	b) Cable Accessories (One set consists of total quantity for three VFDs)	02 Sets
	c) Colour Laser Printer for printing of VFD data	02 Nos.
	d) Training charges	01 Lot
2.	Laptop loaded with Drive software	02 Nos.
3.	Mandatory Spares	01 Set
4.	Erection Supervision & Commissioning (Vendor to quote lumpsum commissioning charges for 12 mandays per VFD which shall be considered for bid evaluation) Payment shall be made for actual mandays consumed at Site with per manday charges calculated on the basis of the lumpsum charges quoted above. Lumpsum charges quoted shall include travelling, boarding and lodging expenses.	06 Lots.



### **PURCHASE SPECIFICATION**

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LAF	LARA STPP STG-II(2X800 MW) - MANDATORY SPARES LIST FOR VFD			
SI. No.	Item Description	Quantity		
1	HV bushing with metal parts and gaskets for VFD Transformer	1 no. of each rating		
2	LV bushing with metal parts and gaskets for VFD Transformer (if applicable)	1 no. of each rating		
3	WTI with contacts for VFD transformer	1 no. of each rating		
4	Electronic Cards (a) Control Modules (b) I/O Module (c) Power supply modules (d) Gate module including gate transformer	1 nos. of each type and rating		
5	Completely replaceable Powercell /Power Devices (including IGBT, Gate driver & snubber circuit etc.)	Quantity for 1-Phase		
6	a) Over voltage limiter and surge suppressor device     b) Semiconductor fuses for Power Device	a)1 set* b)1 set*		
7	Power & Control fuse	25% of installed quantity**		
8	Control Transformer	1 no. of each type and rating		
9	Contactor/ Breaker	1 no.		
10	CT/ VT	1 nos. of each type and rating		
11	Indicating lamps	100% of installed quantity ** (each type & rating)		
12	Auxiliary contactors & relays	1 no. of each type and rating		
13	Panel mounted meters /HMI/ Keypad	1 no. of each type and rating		
14	Indicating Lamp holder full set	15% of installed quantity ** (each type & colour)		

### Note: -

1)	*Set means total quantity used in one VFD.
2)	**Installed quantity means total quantity used for complete project. (Total 6 VFDs).
3)	Wherever "% qty." is specified, Vendor to provide next higher rounded figure.
4)	In case, spares indicated in the list are not applicable to the particular design offered by the bidder, the bidder should offer functionally equivalent spares applicable to offered design( except for those items for which "if applicable" is specified ) with quantities generally in line with the approach followed in the above list.
5)	Wherever the quantities have been indicated for each type, size, thickness, material, radius, range etc., these shall cover all the items supplied and installed and the breakup for these shall be furnished in the bid.



### **PURCHASE SPECIFICATION**

**GROUP: CE/Engg. Drives** 

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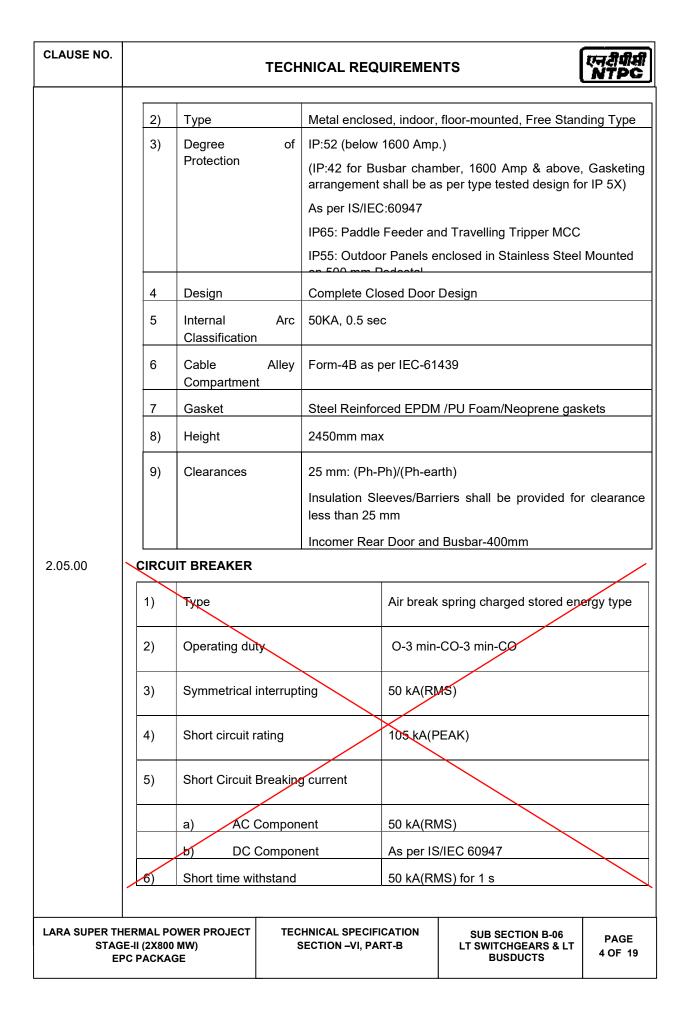
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# Annexure-2: Attachments to the Specification

Attachments to the Specification		
SI. No.	Description	
1	Enclosure Details (Extract from NTPC Specification)	
2	Painting for Electrical Equipments (Extract from NTPC Specification)	
3	Type Tests — Sec VI, Part-A, Sub-Sec IIB (Extract from NTPC Specification)	
4	Dry Type Transformer (Extract from NTPC Specification)	
5	VFD Specification (Extract from NTPC Specification)	
6	VFD Module Specification (Extract from NTPC Specification)	
7	SLD for VFD System for CEP	
8	Motor Datasheet	

CLAUSE NO.	TECHNICAL REQUIREMENTS	TECHNICAL REQUIREMENTS		
	MCC control supply     110 V AC Neutral solidly earther	i /		
	Space heater & lighting     240 V AC Neutral solidly earther	t		
2.02.00	CUBICLE DATA			
2.03.00	Busbar Rating			
	Continuous Current rating     As per requirement /Sizing Ca	lculation		
	Short time rating where			
	a) CB is used as incomer 50 kA(RMS) for one sec			
	(Ph-Ph & Ph-N)			
	b)MCCB is used as incomer Prospective current of 50 kA(l) MCCB clearing time , (Ph-Ph 8			
	3) Dynamic Rating where			
	a) CB is used as incomer 105 kA(PEAK) , (Ph-Ph & Ph-I	٧)		
	b)MCCB is used as incomer Prospective current of 105 k/	A (PEAK) as		
	(Ph-Ph & Ph-N)			
	4) Busbar insulation			
	a) For switchgear /MCC/ACDB/DCDB PVC Sleeve insulated(UL224)			
	/MCCB Box CE/UL certified			
	5) Horizontal Busbar & Jumper High Conductivity Aluminium A	lloy/Copper		
	6) Vertical Busbar Copper Only			
	7) Hardware for busbars(Bolts/Nuts/Spring Washer) High Tensile steels			
2.04.00	Enclosure Details	,		
	1) Material CRCA			
	2mm: Load bearing Structure and Frame			
	1.6mm: Doors, covers etc			
	3mm for Gland Plates (CRCA/HR)			
	4mm for Gland plates (Non-Magnetic) –Single Entry	Core Cable		
STAG	HERMAL POWER PROJECT TECHNICAL SPECIFICATION SUB SECTION B-06 BE-II (2X800 MW) SECTION -VI, PART-B LT SWITCHGEARS & LT BUSDUCTS	PAGE 3 OF 19		



### SCOPE OF SUPPLY AND SERVICES 9) Drive motors and actuators, couplings and coupling guards for all rotating auxiliaries. 10) Requirement of UPS if any shall be under the scope of contractor. CHP/AHP ELECTRICALS 1.18.00 The control system for all the ash handling and Coal Handling Plant (Main plant scope) drives shall be DCS based as indicated in C&I chapter. 1.18.01 Local control panels for coal handling plant & ash handling plant as indicated in relevant chapter. 1.18.02 Variable frequency drives for rotary feeders in silo area and other drives as per system requirement. 1.18.03 CHP ELECTRICAL SYSTEM Supply and Installation of AT Load Break Switches & Dry type transformers for Stacker & Reclaimer, HT junction boxes, Local control panels etc., for Coal Handling Plant as indicated in relevant chapter. Two (2) nos. DC MCCB Boxes shall be provided at each MCC location of DC requirement which shall receive 220V Defrom the main CHP DCDB. In addition to that, one (1) no DC lighting board for emergency lighting shall be provided in each MCC rooms taking one (1) no MCQB feeder from each bus-section of CHP DCDB. 1.19.00 **EMPLOYER'S REQUIREMENT** In addition to above, following items required for Employer's use are also included in bidder's scope. These equipment's shall conform to technical specification requirements as stipulated in Part B for respective equipment's. 415V switchgear feeders as indicated below (at suitable location to be decided during 1. detailed engineering). (a) 4 Nos. MCCB-125A (b) 4 Nos. MCQB-250A (c) 4 Nos. MQCB-400 A (d) Total 6 Mos. ACB outgoing – 1000 A (in unit emergency switch gear and station service switchgear for feeding owner's loads). Following requirements of construction power for employers' office/ construction Construction power at 415 V at two locations with total load 100 KVA along with suitable metering arrangement at each location. 1.20.00 PAINTING FOR ELECTRICAL EQUIPMENT Unless explicitly stated in relevant chapters of the specification, the painting of all electrical equipment shall be as follows: The thickness of finish coat shall be minimum 50 microns (minimum total DFT shall be 100 microns). However, in case electrostatic process of painting is offered for any electrical

LARA SUPER THERMAL POWER PROJECT STAGE- II (2X800 MW) EPC PACKAGE TECHNICAL SPECIFICATION SECTION – VI, PART-A

SUB-SECTION-IIB ELECTRICAL SYSTEM / EQUIPMENTS

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equipment, minimum paint thickness of 50 microns shall be acceptable for finish coat. In case procedure is not indicated, Epoxy based paint with suitable additives shall be used. Paint shade for various Equipment shall be as follows:

Sl no.	Item Description	Procedure	Paint Shade
1.	Generator and Auxiliaries	-	RAL 5012
2.	Motors	-	RAL 5012
3.	VFD Transformer and Reactor Enclosures	-	RAL5012
4.	VFD Panels	-	RAL 9002 Front and Rear RAL 5012 Sides
5.	Transformers and Oil Tanker	a) Inside of Tank and Accessories-Oil and Heat Resistant	Full Glossy White
		b) External surface of transformer and accessories- Chemical resistant epoxy zinc phosphate primer, MIO (Micaceous iron oxide) as intermediate paint followed by polyurethane finish paint.	RAL 5012
6.	Transformers- Cooler & Radiators	a) External surface- ISO 12944-5:2018, Table D.1, System no. G5.05 b) Internal surface- Hot oil proof, low viscosity varnish and subsequent flushing with transformer oil	RAL 5012 NA
7.	Transformer marshalling Box	-	SS No painting
8.	Dry Type Transformers	a) External Surface of Enclosure b) Internal Surface of Enclosure	RAL 5012 Full Glossy White
9.	MV and LT Switchgear,	a) Front and Rear b) Extreme ends c) AC and DC MCCB Box	RAL 9002 RAL 5012 RAL 9002

LARA SUPER THERMAL POWER PROJECT STAGE- II (2X800 MW) EPC PACKAGE	TECHNICAL SPECIFICATION SECTION – VI, PART-A	SUB-SECTION-IIB ELECTRICAL SYSTEM / EQUIPMENTS	PAGE 16 OF 20
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		d) Local Push Button Stations	RAL 9002
		e) Lighting and Welding trf	RAL 9002
10.	IPBD/ MV Bus	a) Exterior	RAL 5012
	Ducts/LT Bus Ducts	b) Interior	Matt
	Bucis	c) Conductor surface	Mat Black/Manufactures standard/Painted Aluminum alloy
11.	NGR Cubicle	a) Heat Resistant Paint system	RAL 5012
		b) Interior	Glossy White
12.	PT-VT Cubicle	a) High quality Primer and Two coats of Synthetic enamel paint	RAL 5012
		b) Interior	Glossy White
13.	DG SET	a) Enclosure	RAL 9002
		b) DG Exterior	RAL 9002
		c) Control Panel	RAL 7032/9002
		d) Day Oil Tank – Oil Resistant Paint	RAL 5012
14.	Battery Charger	a) Front and rear- Two coats of lead oxide primer followed by powder painting.	RAL 9002
		b) end cover- Two coats of lead oxide primer followed by powder painting.	RAL 5012
16.	Battery racks and associated cable supports	a) Three (3) coats of anti-alkali paint or b) Three (3) coats of anti-acid paint	-
17.	ESP	a) TR set, Motors,	a) Blue RAL 5012
		b) Panels:	b) Grey (RAL9002)
		Front and rear panels in Grey (RAL9002). c) End panel sides in blue (RAL 5012)	c) Blue RAL 5012

LARA SUPER THERMAL POWER PROJECT
STAGE- II (2X800 MW)
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### 1.21.00 TYPE TEST

Contractor shall meet the requirements of type tests on electrical equipment's as stipulated in relevant chapters of technical specifications.

- 1. The Contactor shall carry out the type tests as listed in the specifications of respective equipment's. The Contactor shall indicate the charges for each of these type tests (which are not under report category) separately in the relevant schedule of Section-VII- (BPS) and the same shall be considered for the evaluation of the bids. The type tests charges shall be paid only for the test(s) actually conducted successfully under this contract and upon certification by the Employer's engineer.
- 2. The type tests shall be carried out in presence of the Employer's representative, for which minimum 07 days' notice shall be given by the Contactor. The Contactor shall obtain the Employer's approval for the type test procedure before conducting the type test. The type test procedure shall clearly specify the test set—up, instruments to be used, procedure, acceptance norms, recording of different parameters, interval of recording, precautions to be taken etc. for the type test(s) to be carried out.
- 3. In case the Contactor has conducted such specified type test(s) within period as per Table-A (of clause no. 1.23.00 of this chapter) as on the date of bid opening, he may submit during detailed engineering the type test reports to the Employer for waive of conductance of such test(s). These reports should be for the tests conducted on the equipment similar to those proposed to be supplied under this contract and test(s) should have been either conducted at an independent laboratory or should have been witnessed by a client. The Employer reserves the right to waive conducting of any or all the specified type test(s) under this contract. In case type tests are waived, the type test charges shall not be payable to the Contactor.
- 4. Further the Contactor shall only submit the reports of the type tests as listed in "LIST OF TESTS FOR WHICH REPORTS HAVE TO BE SUBMITTED" and carried out within period as per Table -A (of clause no. 1.23.00 of this chapter) from the date of bid opening. Such type tests shall be under "Report category" These reports should be for the test conducted on the equipment similar to those proposed to be supplied under this contract and the test(s) should have been either conducted at an independent laboratory or should have been witnessed by a client. However if the Contactor is not able to submit report of the type test(s) conducted within period as per Table -A (of clause no. 1.23.00 of this chapter) from the date of bid opening, or in the case of type test report(s) are not found to be meeting the specification requirements, the Contactor shall conduct all such tests under this contract at no additional cost to the Employer either at third party lab or in presence of client/Employers representative and submit the reports for approval.



### Table-A

S.No.	Equipment	Type test report validity (in years)
1.	Generator & Excitation System	10
2.	HT and LT Motors	10
3.	VFD (including panels, AC/DC Reactors, Transformers (in case of non-integrated type)	10
4.	<ul> <li>a. Power Transformers (GT, UT, ST, ICT) and Reactors</li> <li>b. OLTC</li> <li>c. Power transformer Bushing / Reactor Bushing (132kV and above class)</li> <li>d. Neutral Grounding Resistor</li> <li>e. Neutral Grounding Reactor</li> <li>f. Auxiliary oil filled transformer and dry type transformers</li> </ul>	a. 5 b. 10 c. 7 d. 10 e. 10 f. 5
5.	MV Switchgear, LV switchgear, Bus ducts and Numerical relay	10
6.	Circuit Breaker/Isolator/Lightening Arrester/Wave Trap	Refer B-17 (Switchyard)
7.	Instrument Transformers	Refer B-17 (Switchyard)
8.	DG set	10
9.	HT, LT Power and control Cables	10
10.	Cable tray support	10
11.	Lighting: LED and Other equipment	10
12.	Battery and Battery Charger	7
13.	Energy Meters – ABT	5
14.	Load Break Switch	10
15.	Insulators (Porcelain/ Glass)	Refer B-17 (Switchyard)
16.	Composite Insulators	Refer B-17 (Switchyard)

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### **TECHNICAL REQUIREMENTS**



### NOTE:

Despite all condition monitoring done by the Owner, the Contractor shall be responsible to obtain all required inputs such as DGA to evaluate the Transformer/ Reactor. The guarantee and costs of any repair done under the guarantee shall not be affected by any condition monitoring done or not done by the Owner during the guarantee period. A full DGA test shall be completed at the end but before expiry of the guarantee period.

# 2.00.00 DRY TYPE TRANSFORMER (LT INDOOR)(AUXILIARY TRANSFORMER)

Sr. No.	PARAMETERS	INDOOR TRANSFORMER		
i)	Туре	Epoxy cast resin/resin encapsulated		
ii)	Service	INDOOR		
iii)	MVA & Voltage ratio			
iv)	Vector group			
v)	Impedance			
vi)	Tap changer type & range	As per system requirement/ Sub section B-0		
vii)	SC withstand time & Fault Level			
viii)	Termination			
ix)	Number of phases	Three (3)		
x)	Type of cooling	AN Additionally Transformer shall be provided with fans/blowers (total fan power min. 1350 W, 415 V) for forced air cooling however all tests and performance guarantee shall correspond to air natural (AN) cooling.		
xi)	Duty	Continuous		
xii)	Insulation level	As per chapter B-0, Part-B		
xiii)	Maximum Temperature rise of winding over 50 deg. C ambient. (by resistance method) with Air Natural (AN) cooling.	<b>70</b> deg.C.		
xiv)	Earthing	Solidly earthed via cu flat.		
xv)	Noise Level	Not to exceed values specified in NEMA TR-1.		
xvi)	PD Level for HV coil (max.)	20 pc		
	F			

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CLAUSE NO.		TECH	INICAL RE	QUIREMENTS	एनहीपीसी NTPC
	xvii)	Loading Capability	voltage va	us operation at rated KVA on any ariation of +/-10% corresponding as well as in accordance with IE	to the voltage
	xviii)	Flux Density	Not to exceed 1.9 Wb/sq.m. at any tap position with +/- 10% voltage variation from voltage corresponding to the tap. Transformer shall also withstand following over fluxing conditions due combined voltage and frequency fluctuations: a) 110% for continuous rating. b) 125% for at least one minute. c) 140% for at least five seconds.		
LVN Bushing			nall be 3 pl	nase, 4 wire system with addi	tional
2.01.00	CODES A	ND STANDARDS			
	Dry type	transformers IS: 1	1171, IEC	60076-11	
		ectricity Act 2003 and on & CEA guidelines	d Indian E	lectricity Rules, BEE	
2.02.00		AND CONSTRUCTION	ONAL FE	ATURES	
2.02.01	oriented sili core to clar	The core shall be constructed from high grade non-ageing cold rolled grain oriented silicon steel laminations of M4 grade or better quality. The insulation of core to clamp-plates shall be able to withstand a power frequency voltage of 2 kV (rms) for one (1) minute.			
2.02.02	degree of p of minimum housing do door only w lugs and of pre-drilled I	The transformers shall be housed in a metal protective housing, having a degree of protection of IP-23. Enclosure shall be of a tested quality sheet steel of minimum thickness 2mm & shall also accommodate cable terminations. The housing door shall be interlocked such that it should be possible to open the door only when transformer is off. The enclosure shall be provided with lifting lugs and other hardware for floor mounting. Suitable bi-directional skids with pre-drilled holes shall be provided integral with the enclosure or bi-directional rollers shall be provided with suitable locking arrangement.			
2.02.03	Winding conductor shall be electrolytic grade Copper. Windings shall be of class F insulation. All windings are to be uniformly insulated.				
2.02.04	Transformer HV bushings and LV bushings can be either solid porcelain or epoxy type. Bushing shall be suitable for satisfactory operation in the high ambient temperature inside Bus Duct enclosure (if applicable). LV flange area shall be of non-magnetic material.				
2.02.05	Bushing CT protection,		the LV neu	itral side of adequate rating for	REF
2.02.06	rolled. The IP-54 in ac stainless st	For Marshalling Box the sheet steel used shall be at least 1.6 mm thick cold rolled. The box shall be tank mounted type. The degree of protection shall be IP-54 in accordance with IS-13947. Wiring Scheme shall be engraved in a stainless steel plate with viewable font size and the same shall be fixed inside the Marshalling Box door.			
2.02.07	2.02.07 Transformer shall be provided with fans/blowers (with 100 % standby) for forced air cooling, however all tests and performance shall correspond to air natural cooling. Necessary wiring arrangement for fans auto and manual start shall be				atural
LARA SUPER THERMAL POWER PROJECT STAGE-II (2X800 MW) EPC PACKAGE  TECHNICAL SPECIFICATIONS SECTION – VI SECTI					

### CLAUSE NO. TECHNICAL REQUIREMENTS provided. **PAINTING** 2.03.00 The inside of enclosure and accessories (except M. Box) shall be painted with two coats of fully glossy white colour with total DFT of 25 to 60 microns. The external paint colour of transformer & accessories shall be blue corresponding to RAL 5012. The external surface of transformer & accessories shall have two coats of chemical resistant epoxy zinc phosphate primer and two coats of polyurethane finish paint with total DFT of 80 to 150 microns. The internal surface of M.Box shall have two coats of chemical resistant epoxy zinc phosphate primer and two coats of chemical & thermal resistant epoxy enamel white paint with total DFT of 80 to 150 microns. 2.04.00 **FITTING** Winding temperature Shall be Platinum resistance type temperature detector in indicator (WTI) Single Indicating meter may be provided for display of temperature of all limbs. Accuracy class of Indicating meter shall be +/- 1% or better and it shall have least count of 0.1 °C or better. 1 no. 4-20 mA signal shall be provided for remote monitoring of winding Temperature. Blowers (AF cooling) shall have Manual and Auto control (with WTI user programmable temperature). RTD/Thermistors 1 No. PT-RTD shall be embedded in each limb with alarm and trip contacts for remote annunciation. Additional 1 No. thermistor/RTD shall be embedded in each limb. Fittings which are generally required for satisfactory operation of the transformers are deemed to be included, in the scope of supply of the Contractor. 2.05.00 TESTING REQUIREMENTS 2.05.01 The Type Test reports which have to be submitted should be of a transformer which is generally similar to the transformer being offered as per IEC 60076-5, Annexure-B and also identical to the offered transformer in following aspects: i) Voltage ratio ii) MVA/KVA rating iii) Percentage Impedance iv) Internal design v) Type of tap changer equipment vi) Cooling arrangement vii) Temperature rise viii) Individual and total loss values of the offered transformer shall be same as that indicated in the GTP of transformer for which Type Test Reports are submitted 2.05.02 All acceptance and routine tests as per the specification and relevant standards shall be carried out. Charges for these shall be deemed to be included in the equipment price. 2.05.03 All routine tests in accordance with IS: 11171 shall be carried out on each transformer. 2.05.04 Transformer shall be short circuit tested after conducting the routine tests. Rest of the type tests shall be conducted after successful short circuit testing.

LARA SUPER THERMAL POWER PROJECT STAGE-II (2X800 MW) EPC PACKAGE	TECHNICAL SPECIFICATIONS SECTION – VI	B-04: TRANSFORMERS AND ASSOCIATED MAINTENANCE, MONITORING & TESTING EQUIPMENTS	PAGE 32 OF 36	
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CLAUSE NO.		TECHNICAL REQUIREMENTS	एन्टीपीसी		
			MIPG		
		Routine / Type Tests (Dry Type Transformers)			
	a.)	a.) Measurement of winding Resistance for each tap position.			
	b.)	Measurement of voltage ratio at each taps position.	Routine Test		
	c.)	Vector group and polarity check	Routine Test		
	d.)	Measurement of impedance voltage/short circuit impedance & load loss at principal tap and extreme taps	Routine Test		
	e.)	Measurement of no load losses and magnetizing current at rated frequency and 90%, 100% and 110% rated voltage.	Routine Test		
	f)	Measurement of insulation resistance	Routine Test		
	g)	g) Measurement of capacitance and tan delta			
	h)	Dielectric Tests			
		PF/Separate source AC withstand voltage test.     F			
		2) Chopped wave lightning impulse voltage test on all the three limbs as per IEC 60076-3	Type Test		
		Induced over voltage withstand test	Routine Test		
	i)	Partial discharge measurement	Routine Test		
		(However if it is conducted as routine test on all the coils, this			
		test can be performed as type test).			
	j)	Measurement of iron loss & IR (repeat after induced voltage test)	Routine Test		
	k)	Short Circuit test as per IEC	Type Test		
	1)	Noise Level Measurement	Type Test		
	0)	Temperature rise test as per IEC (HV & LV winding)	Type Test		

2.05.05 High voltage withstand test shall be performed on auxiliary equipment and wiring after assembly.

# 3.00.00 MAINTENANCE, TESTING & MONITORING EQUIPMENTS

1.	On Line DGA	Online monitoring system of dissolved gases for GTs	7 Nos.
2.	Dew point meas, instrument.		1 No.
3.	FRA Test Kit		1 No.
4.	Capacitance & Tan delta meas. Equip. (with cables etc.)	0-10kV (Fully Automatic)	1 No.
5.	Hydraulic jacking system	Suitable for lifting / wheel rotation for heaviest oil filled Transformer/Shunt Reactor.	1 No.
6.	On Line Moisture Removal System	( One for each 3 phase GT Bank)	2 Sets

LARA SUPER THERMAL POWER PROJECT STAGE-II (2X800 MW) EPC PACKAGE	TECHNICAL SPECIFICATIONS SECTION – VI	B-04: TRANSFORMERS AND ASSOCIATED MAINTENANCE, MONITORING & TESTING EQUIPMENTS	PAGE 33 OF 36
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# SUB-SECTION-B - 03

**VFD** 

LARA SUPER THERMAL POWER PROJECT
STAGE-II (2X800 MW)
EPC PACKAGE
BID DOC NO.: CS-9587-001R-2

TECHNICAL SPECIFICATION SECTION - VI PART-B

CLAUSE NO.	TECHNICAL REQUIREMENTS				
	VFD				
1.00.00	GENERAL				
	This chapter has to be read in conjunction with sub-section B-0 "General electrical specification" of Technical specification Section-VI, Part-B and Sub-Section-IIB Electrical system/Equipment of Technical Specifications Section-VI, Part-A"				
2.00.00	CODES AND STANDARDS				
	HT breaker IEC:60056				
	DC reactor IEC 60289				
	Transformers IS:2026, IEC:60076, IEC 61378				
	Bushing IS: 2099, IEC 60137				
	Adjustable Speed Electrical Power Drive Systems IEC 61800				
	Semiconductor converters–General requirements IEC 60146				
	IEEE Recommended practices and requirements for harmonic control in electrical power systems - IEEE 519				
	Degrees of protection provided by enclosures (IP Code) IEC 60529				
	Electrostatic immunity test IEC1000-4-2				
	Fast transient immunity test IEC1000-4-4				
	Surge immunity test IEC1000-4-5				
	High-voltage switchgear and controlgear; Pt.102: Alternating current disconnectors and earthing switches  IEC 62271-102				
STAG	ERMAL POWER PROJECT TECHNICAL SPECIFICATION E-II (2X800 MW) SECTION – VI, PART-B VFD 1 OF 11				

CLAUSE NO.	TECHNICAL REQUIREMENTS				
	High-voltage switchgear and controlgear; Pt.200: AC metal-enclosed switchgear and controlgear for rated voltages above 1 kV and up to and including 52 KV IS/IEC: 62271-200				
	AC electricity meters IS: 722				
	Metal oxide surge arrestor without gap for AC system IEC: 60099-4				
	Terminal blocks for copper conductors IEC: 60947-7-1				
	Dry transformer IS: 11171				
	Motor IS:15999, IEC-60034, IEC60034 / NEMA 30 & 31				
	Contactor/Switches/Fuses etc. IEC:60947, IS: 13947				
	Harmonics & EM compatibility IEEE:519/IEC: 61000				
	VFD IEC: 60034/ IEC: 61800				
3.00.00	OPERATING CONDITIONS				
3.01.00	For the purpose of design of equipment/systems, an ambient temperature of 50 deg. Centigrade and also relative humidity of 95% at 40 deg. Celsius shall be considered.				
3.02.00	All equipment shall be suitable for rated frequency of 50 Hz with a variation of +3% & -5%, and 10% combined variation of voltage and frequency unless specifically brought out in the specification.				
3.03.00	The voltage level for the VFD output to be fed to motor shall be as follows:-				
	1. Upto 400 kW : 415V/690V, Low Voltage, Three Phase AC				
	2. Above 400kW and upto 700 KW : 690V, Low Voltage, Three Phase AC				
	3. Above 700KW : Medium Voltage				
	From here onwards in the specifications all the VFD Systems consisting of either 415 V or 690 V may be termed as LV VFD while the higher rated VFD System shall be termed as MV VFD. If nothing is mentioned than the Clause is applicable for both the LV and the MV VFD until deliberated otherwise.				
STAG	IERMAL POWER PROJECT TECHNICAL SPECIFICATION SUB-SECTION II-B-03 PAGE 2 OF 11				

CLAUSE NO.	TECHNICAL REQUIREMENTS				
4.00.00	SYSTEM DESCRIPTION				
	Type of drive	3-Phase Diode / Thyristor	/ Multi Stage IGBT / IGCT / So	GCT/ IEGT	
	Type of Cooling of VF	D Naturally air cooled/forced	air cooled/Liquid cooled		
	Converter Type	Full wave diode rectifier/ad	ctive front end type		
	Inverter Type	Thyristor/IGBT/IGCT/SGC	T/IEGT		
5.00.00	GENERAL REQUIREMEN	NTS			
5.01.00	for similar applications in p	ne Variable frequency drive (VFD) syspower plants/industry. The system sha r (VSI) type with minimum eighteen (1	II be either Current Source Inv		
5.02.00	415 V/690 V LV VFD: The Variable frequency drive (VFD) system shall be of a modern proven design for similar applications in power plants/industry. The system shall be either Current Source Inverter (CSI) or Voltage Source Inverter (VSI) type with minimum Twelve (12) pulse design / 6 pulse with active frontend harmonic filter. For drives less than 100 KW Six (6) pulse can be offered meeting all other				
5.04.00	The offered equipment sh	requirements.  The offered equipment shall be with state of art technology and proven field track record. No prototype equipment shall be offered.			
5.05.00	The VFD manufacturer shall ensure the proper coordination of their VFD with the Driven Motor and the supply system. The VFD operation shall have no inherent detrimental impact on the Motors/ cables & supply system.				
6.00.00	TECHNICAL AND OPERATIONAL REQUIREMENTS				
6.01.00	The system shall be designed to deliver the motor input current and torque for the complete speed torque characteristics of the driven equipment, with worst input supply voltage and frequency variation. The system shall be suitable for the load characteristics and the operational duty of the driven equipment.				
6.02.00	The overload capacity of the controller shall be 150% of the rated current of the motor for one minute for constant torque applications and 110% of rated current for one minute for variable torque applications at rated voltage. If the motor load exceeds the limit, the drive shall automatically reduce the frequency and voltage to the motor to guard against overload.				
6.03.00		designed to operate in one or more o		s as to suit	
	a. Variable torque changir	ng as a function of speed.			
	b. Constant torque over a	specific speed range.			
	c. Constant power over a	specific speed range.			
	d. Any other as specified i	n data-sheet			
6.04.00	VFDs shall comply with the latest edition of IEEE 519 & IEC 61000 for both individual as well as total harmonic voltage and current distortion limits. The Voltage and Current limits shall be applicable at the Point of Common Coupling (PCC), which shall be the MCC/ Switchgear/ from which the VFD system is fed.				
LARA SUPER THERMAL POWER PROJECT STAGE-II (2X800 MW) EPC PACKAGE  TECHNICAL SPECIFICATION SECTION – VI, PART-B VFD  SUB-SECTION II-B-03 VFD  PAGE 3 OF 11					

CLAUSE NO.		TECHNICAL REQUIREMENT	s	एनटीपीमी NTPC
6.05.00	The above compliance shall be verified by the field measurements of harmonics at the PCC with and without VFDs operation.			
6.06.00	VFD shall be capable of withstanding the thermal and dynamic stresses and the transient mechanical torque, resulting from short circuit. Any damage resulting from such a short circuit or internal fault shall be limited to the component concerned.			
6.07.00	The system shall be suitable to maintain speed variation within range 10-110% or as per the requirement of driven equipment with speed set accuracy of +1% of rated maximum speed and steady state regulation of +0.5% of rated speed as per system requirement.			
6.08.00	The VFD System shall maintain a power factor of 0.95 (minimum) (for LV VFD system) and 0.9 (minimum) (for MV VFD system) in the entire operating range.			
6.09.00	Maximum allowable audible noise from the VFD system will be 85 dB (A) at a distance of one meter under rated loaded with all cooling fan operating conditions.			
6.10.00	All the circuit components shall be suitably protected against over voltages, surges, lightning etc.			
6.11.00	The panels shall be designed to provide easy access to hardware, to facilitate replacement of cards in case of any failure.			
6.12.00	All the VFDs for particular application shall be of same design so as to ensure 100 % interchangeability of components.			
6.13.00	For each programmed warning and fault protection function, the VFD shall display a message in complete English words or Standard English abbreviations. At least 30 time tagged fault messages shall be stored in the drive's fault history.			
6.14.00	The VFD cubicles shall be placed in air conditioned environment. However if VFDs of less than 100 kW are designed to operate in non-air condition environment the same shall also be acceptable.			
6.15.00	The 3-Phase Thyristor/IGCT/SGCT/ multistage IGBT/IEGT based VFD system shall have minimum number of components to ensure very high reliability. The input side converter shall have 3-Phase Diode/Thyristor bridge configuration modular type and inverter shall be of 3-Phase Thyristor/IGCT/SGCT/multi stage IGBT/IEGT type, using Pulse Width Modulation or better technique for generating near sine wave output to motor.			
6.16.00	Fiber optic cable connection shall be provided preferably to ensure high network reliability.			
7.00.00	VFD COMPATIBILITY WITH THE MOTOR			
7.01.00	MV VFD output current waveform, as measured at the motor, shall be inherently sinusoidal at nominal loads, with a total harmonic current and voltage distortion within acceptable/standard limits. VFD with transformers on output side are not acceptable.			
7.02.00	The system design shall not have any inherent output harmonic resonance in the operating speed range.			
7.03.00	VFD shall provide stable operation of motor from high-voltage dv/dt stress, regardless of cable length to motor. The vendor shall clearly state the limitations in the motor cable distance in his proposal. However, due to system requirements & constraints if the cable length becomes critical, filters/ chokes etc. shall be provided by the VFD manufacturers as an integral part of the VFD to mitigate the reflected wave effect of harmonics.			
8.00.00	BYPASS ARRANGEMENT (OPTIONAL, IF SPECIFIED)			
8.01.00	The VFD System shall have an optional feature to run the motor under bypass arrangement for operation of Motor with VFD bypassed. During starting (under rated conditions) the motor will be switched on in			
LARA SUPER THERMAL POWER PROJECT STAGE-II (2X800 MW) EPC PACKAGE		TECHNICAL SPECIFICATION SECTION – VI, PART-B	SUB-SECTION II-B-03 VFD	PAGE 4 OF 11

CLAUSE NO.		TECHNICAL REQUIREMENT	s	एनहीपीसी NTPC		
	VFD Mode to limit the start mode.	VFD Mode to limit the starting current and after gaining speed, the load would be switched over to bypass mode.				
8.02.00		Comprehensive motor protection scheme for protection and control for operation VFD during bypass mode shall be finalized during detailed engineering.				
9.00.00	STANDBY VFD ARRANG	SEMENT (OPTIONAL, IF SPECIFIED	)			
9.01.00		gement with auto/manual switchover : . Complete protection, interlocks & c				
10.00.00	EFFICIENCY					
10.01.00	the transformer if applicated rated load and speed. Over power factor correction (if	Efficiency (Drive only) shall be minimum 98% for both MV VFD and LV VFD. Overall efficiency (Includes the transformer if applicable) shall be minimum 96.5% for LV VFD and minimum 95 % for MV VFD at rated load and speed. Overall Efficiency evaluation shall include input transformer, harmonic filters and power factor correction (if applicable), VFD converters, cooling fans and output filter, as applicable in the system. Auxiliary controls, such as internal VFD control boards, cooling fans/pumps.				
10.02.00	the efficiencies. Manufactu	In absence of valid test report, a factory test shall be performed at the VFD manufacturer's facility verifying the efficiencies. Manufactures who are supplying Drive and transformer from different locations, efficiency test will be conducted separately for Drive and transformer.				
11.00.00	COOLING SYSTEM					
11.01.00	VFD manufacturer to primarily offer Air cooled Design. However in case of large ratings, liquid cooled drives may be accepted subject to employer's approval. In case of liquid cooled system, there shall be no necessity of continuous water supply system (Closed Loop System).					
11.2.00	In case of Air cooled design, the VFD Cooling system shall be such that it puts minimum heat load inside the room and preferably throw the hot air outside the room with ventilation ducts. The Cooling system shall be designed in such a way that the Air Conditioning & Ventilation Air requirements are kept to minimum. The VFD Manufacturer shall furnish the data regarding heat load, air flow requirements during the detailed engineering.					
11.03.00	Air cooled VFDs shall be provided with cooling fans mounted integral to the VFD/ enclosure. The VFD shall include air-flow pressure switches and temperature detectors to monitor proper operation of the air cooling system. If the fan fails, the system must generate the alarm/trip for the fan failure.					
12.00.00	TRANSFORMER:					
12.01.00	Type: Outdoor Mineral rectifier/converter duty typ	oil filled ONAN type or Indoor a e transformer.	air-cooled Dry type, Three p	hase unit,		
12.02.00	All other components, tecl	nnical parameters shall be as per app	licable IEC/IS.			
12.03.00	Enclosure for Dry Type Tr	ansformer (as applicable)				
	Enclosure shall be of a tested quality sheet steel of minimum thickness 2 mm & shall also accommodate cable terminations. The housing door shall be interlocked such that it should be possible to open the door only when transformer is off. The enclosure shall be provided with lifting lugs and other hardware for floor mounting.					
12.04.00	Core	Shall be High grade non-a steel Laminations.	ageing cold rolled grain orien	ted silicon		
12.05.00	Winding conductor	Shall be electrolytic grade	copper.			
STAGE-II (2Y800 MW) SECTION – VI PART-B				PAGE 5 OF 11		

CLAUSE NO.	TECHNICAL REQUIREMENTS				
		Windings shall be of class	F insulation or better.		
12.06.00	Winding temperature Indicator (WTI)	Shall be Platinum resistand detector in each limb.	e type temperature		
12.07.00	Thermistors	Shall be embedded in each remote annunciation.	h limb with alarm and trip o	ontacts for	
12.08.00	Temperature rise: F (90 deg) for Class-H inst of 50 deg.	For dry type transformer the ulation and class-B (70 deg rise) for Cl	winding temperature rise shall ass-F Insulation winding over		
13.00.00	POWER CONVERTER:				
13.01.00		r shall consist of a line side converter t tion as a fully controller inverter. Powe			
13.02.00		ordinated with the transformers. The co t until interrupted by normal breaker o		and a three	
13.03.00	Adequate short circuit and	over voltage protection shall be provide	ded for the converter and inver	ter system.	
13.04.00	All power converter devices shall include protective devices, snubber networks and dv/dt networks as required.				
13.05.00	The current rating of the converter's semi-conductor components shall not be less than 120% of the nominal current flowing through the elements at full load of the VFD through the whole speed range. If the parallel connection of semiconductor is applied, the above current rating shall not be less than 140% of the above values.				
13.06.00	All power diodes shall be of silicon type with minimum VBO rating at 2.5 times the rated operating voltage.				
13.07.00	The power converter circuit shall be designed so that motor can be powered at its full nameplate rating continuously without exceeding its rated temperature rise nor reducing its service factor due to harmonic currents generated by the inverter operation. The conversion devices and associated heat sinks shall be assembled such that individual devices can be replaced without requiring the use of any special precautions / tools.				
13.08.00		electronic components, if provided, s int any consequential damage to the p		ary alarms	
14.00.00	OUTPUT FILTER (AS AP	PLICABLE):			
14.01.00	Output/ dv/dt filter shall be within the VFD enclosure.	provided, if required. It shall be an intell the shall inherently protect motor from	egral part of the VFD system ar high voltage dv/dt stress.	nd included	
15.00.00	DC LINK CAPACITOR (AS APPLICABLE):				
Capacitor shall be of self-healing film or electrolytic type having high life time. The capacitor shall be an integral part of VFD system. DC link Capacitors shall have discharge resistors which shall be capable of					
LARA SUPER THERMAL POWER PROJECT TECHNICAL SPECIFICATION STAGE-II (2X800 MW) SECTION – VI, PART-B VFD PAG 6 OF					

CLAUSE NO.		TECHNICAL REQUIREMENT	s	एनहीपीसी NTPC			
		reducing the residual charges to zero just after the capacitor is disconnected from the supply source. The capacitor shall be suitable for high ripple currents.					
16.00.00	AC/DC Reactor (As appli	cable)					
	continuously. 2) Insulation: Thermal	continuously.  2) Insulation: Thermal Class 155(F), temperature rise is limited to thermal class 130 (B).					
17.00.00	VFD PANEL REQUIREM	ENTS					
17.01.00	Enclosure frames and load	d bearing members shall be as per the	e Chapter B-05 and B-06.				
17.02.00	The cable entry shall be fr	om the bottom of the panel and a rem	novable bolted un-drilled gland	l plate.			
17.03.00		t-proof and vermin-proof construction er for MV VFD and IP: 4X or better fo					
17.04.00	Enclosures must be designed to avoid harmonic and inductive heating effects and to shield any outside equipment from interference, enclosing and shielding the complete to eliminate any radio frequency interference. The construction of the panel shall provide effective protection against electromagnetic emissions.						
17.05.00	Each panel shall be provided with illuminating lamp, space heater with switch fuse and variable setting thermostat.						
17.06.00	Proper ventilation using air filters and fans/pumps shall be provided in the panels to ensure that maximum temperature inside the cubicle is within permissible limits for reliable and continuous operation of the system.						
18.00.00	NOT USED.						
19.00.00	HT SWITCHGEAR						
19.01.00	The technical requirements of HT switchgear shall be as per chapter of HT switchgear in Part-B of Technical specifications.						
20.00.00	MOTORS						
20.01.00							
20.02.00		e requirements mentioned in subsectuipment and relevant IS/IEC.	tion for motors, relevant port	ions of the			
20.03.00	Motor shall be suitable for operation with a solid state power supply consisting of an adjustable frequency inverter for speed control & shall be suitable for the current waveforms produced by the power supply including the harmonics generated by the drive.						
20.04.00	Motor insulation shall be designed to accept the applied voltage waveform, within the Vpeak and dv/dt limits as per IEC-61800.						
STAG	IERMAL POWER PROJECT E-II (2X800 MW) PC PACKAGE	TECHNICAL SPECIFICATION SECTION – VI, PART-B	SUB-SECTION II-B-03 VFD	PAGE 7 OF 11			

CLAUSE NO.		TECHNICAL REQUIREMENT	S	एनरीपीमी NTPC			
20.05.00		Drive manufacturer shall coordinate with the motor manufacturer for proper selection of the motor for the given load application and the output characteristics of the drive.					
20.06.00		Other requirements of motor shall be as stipulated in technical chapter of Motors and driven equipment n Part-B of technical specifications.					
21.00.00	LT & HT CABLES						
21.01.00	Contractor's scope shall a	lso include LT and HT cables suitable	for VFD system and Motors.				
22.00.00	CONTROL AND PERFOR	RMANCE REQUIREMENTS					
22.01.00	provide a "soft start" torqu	utomatic current limiting feature to co le profile for the motor load combinati the maximum VFD output current an	on. Current and torque limit a	djustments			
22.02.00		the speed of the drive and control it done from VFD panel unless otherwise		ode. Local /			
22.03.00	Provision shall be kept fo thru PLC/DDCMIS.	Provision shall be kept for exchange of information between different VFD control system parameters thru PLC/DDCMIS.					
	Man machine interface for (MV) VFD shall have one flat TFT monitor with keyboard (password protected) in the VFD room and a color laser printer for system alarm and monitoring located in control room.						
	Parameter Monitoring: -Input and output voltage of Drive - Input and output current of Drive - Motor speed - Input and output power frequency of Drive - Torque - Input and Output power of Drive system (covering transformer if applicable) - Output kWhr of Drive - Transformer (if applicable) temperature for alarm & trip Ambient temperature						
22.04.00	- Run/stop and local/remote status displayed Drive shall be equipped with a front mounted operator console panel consisting of a backlit alphanumeric display and a keypad with keys for parameterization and adjusting parameter. Control panel shall be operable with password for changing the protection setting, safety interlock etc.						
22.05.00		ontrol Card shall have facility / port to ve facility for upload and download of and operation.					
22.06.00	User-friendly licensed sof panel before commissioni	itware for operation and fault diagnos ng.	stic shall be loaded in the dr	ive system			
23.00.00	PROTECTION FEATURE	s					
23.01.00		incorporate adequate protection feature drive control and for motor including		02 Table-8,			
	i) Converter transformer: s	hort circuit, over current, earth fault &	winding temperature high pro	otection.			
	ii) Incoming and outgoing	line surge protection.					
	iii) Under / over voltage pr	otection					
STAG	ERMAL POWER PROJECT E-II (2X800 MW) PC PACKAGE	TECHNICAL SPECIFICATION SECTION – VI, PART-B	SUB-SECTION II-B-03 VFD	PAGE 8 OF 11			

CLAUSE NO.		TECHNICAL REQUIREMENTS					
	iv) Phase loss, phase reve	ersal, overload, negative phase seque	nce, locked rotor protection.				
	v) Instantaneous Over cui	rrent & Earth fault protection					
	vi) Converter/Inverter mod	vi) Converter/Inverter module failure indication.					
	vii) Over frequency/speed	protection.					
	viii) Ventilation failure indic	cation & alarm.					
	ix) Over temperature of VF	-D					
	x) Bearing temperature pro	otection.					
	xi) System earth fault prote	ection.					
	xii) Speed reference loss p	protection.					
23.02.00	Under VFD Bypass Mode applicable.	Under VFD Bypass Mode (if applicable) all the electrical protections related to the Motor shall remain					
24.00.00	CONTROL FEATURES	CONTROL FEATURES					
24.01.00	Following controls shall be provided as a part of the Operator Control Panel or through separate switches on the front panel door.						
	i) Start / stop (in local/remote mode)						
	ii) Speed control (Raise / lower)						
	iii) Acknowledge/Accept/ Test Push Button for annunciation						
	iv) Auto / Manual / Test Mode select						
	v) Emergency stop						
	vi) Trip-Remote Breaker						
25.00.00	DIAGNOSTIC FEATURES	S					
25.01.00		microprocessor/PLC based digital dia lays faults and operating conditions.	agnostic system which monito	ors its own			
25.02.00	Fault diagnostic shall be built into the system to supervise the operation and failure of the system. The information regarding failure of any of the system including shut down of the system shall be available. It shall be possible to retrieve the record of events prior to tripping of the system or de-energization. Auxiliary supply to the system components or to the electronics (firmware) for the diagnostics / display shall be taken care of by the manufacturer for this purpose.						
26.00.00	SERVICEABILITY / MAIN	ITAINABILITY					
Power Component Accessibility: All power components in the converter sections shall be designed for rack-out accessibility for ease of maintenance and to minimize repair downtime.							
LARA SUPER THERMAL POWER PROJECT STAGE-II (2X800 MW) EPC PACKAGE  TECHNICAL SPECIFICATION SUB-SECTION II VFD				PAGE 9 OF 11			

CLAUSE NO.	TECHNICAL REQUIREMENTS
26.02.00	Marking / Labeling: Sleeve type wire marker tags or other acceptable means of permanent identification shall be applied to power and control wiring. Individual labels shall be provided for all major components of the VFD system.
27.00.00	NOT USED.
28.00.00	TESTS
28.01.00	ROUTINE TESTS
	All acceptance and routine tests as envisaged in QA section shall be carried out. Charges for these shall be deemed to be included in the equipment price.
28.02.00	TYPE TESTS
	LIST OF TYPE TESTS TO BE CONDUCTED
	The following type tests shall be conducted under this contract for MV VFD
	i) Overall efficiency determination of VFD system including transformer/ Harmonic filters etc at motor full load
	ii) Temperature rise test iii) Noise level
	iv) Harmonics of No load current.(Input/Output)
	LIST OF TESTS FOR WHICH REPORTS HAVE TO BE SUBMITTED
	The following type test reports shall be submitted for VFD Panels'
	1) VFD panels (For LV VFD used with load >= 50 KW)
	i. Rated Current/ Output
	ii. Temperature rise test
	iii. Noise level test
	iv. Power Loss Determination Test
	v. Power factor measurement.
	vi. Degree of Protection Test
	vii. EMC Test
	viii. The Fast transient SWC tests as per ANSI / IEEE C37.901-2002 / IEC 60255-22-04-2008 / IEC 61800
	2) VFD panels (For MV VFD)
	i. Rated Current/ Output
I ADA SIIDED TU	EDMAL DOWED DOCUMENT TECHNICAL SPECIFICATION

### **CLAUSE NO. TECHNICAL REQUIREMENTS** ii. **Current Sharing** iii. Voltage Division Power Loss Determination Test iv. Power factor measurement. Degree of Protection Test νi. vii. The Fast transient SWC tests as per ANSI / IEEE C37.901-2002 / IEC 60255-22-04-2008 / IEC 61800 3) AC/DC Reactor i. Lightning impulse test(If applicable) Heat run test ii. Short time current test(If applicable) iii. Noise level test 4) Transformers As per requirements mentioned in subsection for Transformer chapter in technical specifications. **TECHNICAL SPECIFICATION** LARA SUPER THERMAL POWER PROJECT



# SUB-SECTION-E-47 VFD MOTOR

LARA SUPER THERMAL POWER PROJECT STAGE-II (2X800 MW) EPC PACKAGE TECHNICAL SPECIFICATION SECTION-VI, PART-B BID. DOCUMENT NO.: CS-9587-001R-2



CLAUSE No.



VFD MODULE						
ATTRIBUTES / CHARACTERISTICS  ITEMS/COMPONENTS.	Visual & Dimensio nal checks	Make / Type / Rating etc.	Final Inspection as ISS / IEC	Remarks		
SUB SYSTEM ASSEMBLY						
HT Breaker (IEC 56)	Y	Y	Y			
DC Reactor	Y	Y				
Transformer	Y	Y		For details refer table for LT Indoor Transformer & Auxiliary Transformer		
Motor	Y	Y		For details refer separate table for Motor		
VFD Panel	Y	Y		For details refer table for VFD Panel		

Note: 1) This is an indicative list of tests/checks. The manufacture is to furnish a detailed Quality Plan indicating the practices & Procedure followed alongwith relevant supporting documents during QP finalisation.

2) Make of all major Bought Out Items will be subject to NTPC approval.

LARA SUPER THERMAL POWER PROJECT STAGE-II	TECHNICAL SPECIFICATIONS	SUB SECTION,E-47	Page 1 of 3
(2X800 MW)	SECTION-VI, PART-B	VFD MODULE	
EPC PACKAGE			



#### CHAPTER NAME



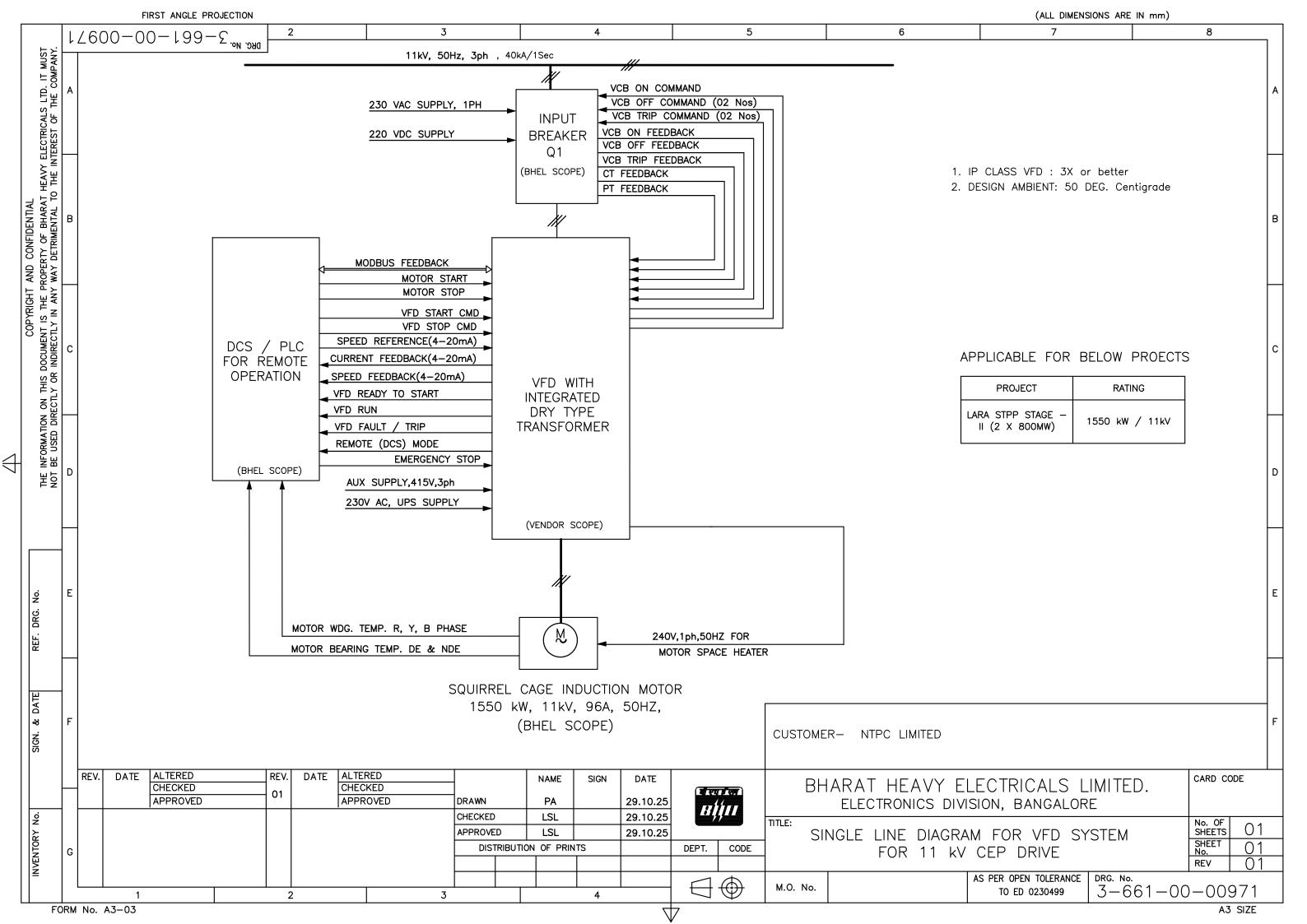
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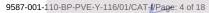
VFD PANEL														
Attributes											SS	50		
Characteristics										п	nes	itin		
Item Components Sub System Assembly	Electrical Properties	Mechanical Properties	Chemical Properties	Dimensions / Finish	Type/ Rating/Functional check	HV/IR	Routine test as per relevant std.	Constructional Features	IS:6005, Seven tank process	Paint finish/ shade/thickness adhesion	Mountings / BOM/ Make, Completeness / Wiring	Interlock Functional & Operation Testing / Simulation check	Degree of Protection Test	Final testing as per Relevant IS/IEC
Sheet Steel (IS-513)		Y	Y	Y										
Aluminum / Copper Busbar(IS-5082/IS-613/IS-1987)	Y	Y	Y	Y										
Support Insulator (BS-2782/IEC-660/IS-10912)	Y	Y	Y	Y										
Control / Selector Switch(IS-6875)					Y	Y	Y							
Contactor/ MCB(IS-13947)					Y	Y	Y							
O/L Protection relays(IS-3231)					Y		Y							
C.T /V.T/ Indicating Meter(IS-2705/3156/1248)					Y	Y	Y							
Fuse/ Fuse carrier(IS-13703)					Y	Y	Y							
Terminals/lugs/pvc wires(IS-13947//IS-694)	Y			Y	Y	Y	Y							
Timers(IS-3231)					Y	Y	Y							
Push Button/ Lamp/ (IS-6875)					Y	Y	Y							
Control Transformer (IS-12021)					Y	Y	Y							
Mimic, Annunciater					Y		Y							
GASKET(IS-11149)		Y	Y	Y	Y		Y							
Fabrication								Y						
Pretreatment & Painting									Y	Y				
VFD panel										Y	Y	Y	Y	Y

#### NOTE:

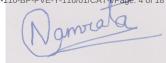
- This is an indicative list of Test/ Checks. The manufacturer to furnish a detailed Quality Plan indicating the practice and procedure along with relevant supporting documents.
   All major Bought Out Items will be subject to NTPC approval.

LARA SUPER THERMAL POWER PROJECT STAGE-II (2X800 MW)	TECHNICAL SPECIFICATIONS SECTION-VI, PART-B	SUB SECTION,E-47 VFD MODULE	Page 2 of 3
EPC PACKAGE			









Sheet 1 of 8

CUSTOMER	M/s NTPC	INSPECTION BY	NTPC
PROJECT	NTPC LARA STPP STAGE-II (2X800 MW)	WO NO.	43113A40481 ,43113A40482 &spare
TD Doto	D Date Rev.01 Dt.19.07.25	NTPC DOC NO.	9587-001-110-BP-PVE-Y-116
1D Date		BHEL DOC NO.	BP-IMS-003

		BHEL DOC NO. BF-INIS-003					
		er IS/IEC: 60034 unless specified otherwise as '*' for which					
	the data is guaranteed.						
	This motor is suitable for both VFD and DOL application.						
I. GE	CNERAL	1.					
(i)	Manufacturer	(i) BHEL, BHOPAL					
(ii)	Equipment driven by motor	(ii) CEP					
(iii)	Motor type	(iii) SCIM					
(iv)	Country of origin	(iv) INDIA					
(v)	Quantity	(v) 6 Nos. + Spares as per contract					
2. DE	SIGN AND PERFORMANCE DATA	2.					
(i)	Frame Size	(i) 1LA7806-4					
(ii)	Type of duty	(ii) CONTINUOUS AND INVERTER DUTY					
(iii`	Type of enclosure, Method of	(iii) TETV/IC511/IP55					
,	Cooling, Degree of Protection	AS PER CL. 10 OF IEC: 60034-5					
(iv)	Applicable standard to which motor generally conforms	(iv) IS/IEC:60034-1, IEC 60034-18-41 and IEC 60034-18-42					
(v)		(v) VERTICAL (V10)					
(vi)	Direction of rotation viewed from driving end.	(vi) CCW (UNI-DIRECTIONAL)					
(vii	Standard continuous rating at 40deg.C ambient temp.(KW)	(vii) 1658					
(vii	i) Derated rating for specified normal condition i.e., ambient temperature of 50 Deg.C (KW)	(viii) 1550					
(1	Drg no. for approved mechanical pu	mp sizing drawing and curve drg. 9587-001-110-PVM-U-					
0	10 & 9587-001-110-PVM-N-009	RFV 01					

### **010 & 9587-001-110-PVM-N-009.**) REV.01

(ix) Rated voltage (Volts)/	(ix) 11000 / 50
Rated Frequency (Hz)	
(x) Permissible variation of	(x)
(a) Voltage (%)	$(a) \pm 6$
(b) Frequency (%)	(b) + 3 - 5
(c) Combined voltage and	(c) 10 % (Abs.)
frequency	

(xi) Minimum permissible starting voltage (%) (xi) 80 (for DOL condition)

(xii) Rated speed at rated voltage (xii) 1492; Speed Variation Range (1000-1530 RPM) for VFD and frequency (r.p.m.) and same as per pump requirement. **REV.01** 



Sheet 2 of 8 WO: 43113A404-81 & 82 (xiii) At rated voltage and frequency (xiii) (a) Full load current (Amp) (a) 96 (b) No load current (Amp) (b) 20 (xiv) Power Factor at (xiv) (a) 100% load (a) 0.89 (b) 75% load (b) 0.87 (c) 50% load (c) 0.82(d) No load (d) 0.05(e) 0.116 Starting (xv) Efficiency (%) at rated voltage (xv)and frequency at (a) 100% load (a) 95.5 (b) 75% load (b) 94.8 (c) 50% load (c) 93.5(xvi) Starting current (%) at (xvi) (a) Rated Voltage (a) 600 % of rated current (For DOL Condition) (b) Minimum starting Voltage (b) 510 % of rated current (For DOL Condition) (xvii) Starting time with minm. Permissible voltage & rated Voltage R1 (a) Without driven equipment coupled (a) 8 sec & 4.5 (For DOL Condition) (b) With driven equipment coupled (b) 11 sec & 5.5 (For DOL Condition) (xviii)Safe stall time with 100 % & 110 % rated voltage R1 (a) From hot condition (a) 20 Sec & 16 sec **R1** 

(b) From cold condition (b) 26 Sec & 21 Sec R1

(xix) Torque at (in % / kg-m) (xix)

> (a) Starting (at minimum permissible voltage) (a) 38.5/390 (For DOL Condition) (b) Pull up at 100% Voltage (b) 55/557 (For DOL Condition)

(c) Pull out at 100% Voltage (c) 210 / 2125 (d) Rated load (kg-m) at 100 % Voltage (d) 1012

(e) Mínimum Accelerating Torque (e) 101.2 (For DOL Condition) (Kg-m) at 80 % RV (At any speed)

(xx) Stator winding resistance per (xx) 0.36 (+ 5% tolerance between data sheet value and tested vale phase (ohms) ref. to 20 deg.C. & +/-2 % between phases ) R1

(xxi) Flywheel Moment of motor & load (Kg-m2) (GD2) (xxi) 324 kg-m² (Motor) & 71 Kg-m2(Load)

(xxii) No. of permissible starts from Hot/Cold cond. (xxii) 2/3

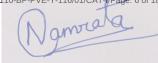
(xxiii)Locked Rotor KVA Input (at Rated Voltage) (xxiii) 13169 (without any positive tolerance)

(xxiv)Locked Rotor kVA / Rated kW (xxiv) 8.5 (without any positive tolerance)

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# BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL A.C. MACHINES ENGINEERING DIVISION MOTOR TECHNICAL DATA (REV-01)



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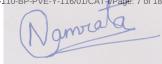
**Sheet** 3 of 8

110. 10110A 101 01 Q 0E	Sheet 5 of 6
(vvv) Vibration at No Load (Bra Housing)	(vvv)
(xxv) Vibration at No Load (Brg.Housing) (a) Velocity (mm/s)	(xxv) (a) 2.3 rms (IEC 60034-14)
(b) Displacement (Microns)	(a) 2.5 fms (IEC 60034-14) (b) 37 (rms) (IEC 60034-14)
(xxvi)Noise Level at No Load	(xxvi) 85 dBA at 1.0 metre. (Measurement as per IS 12065)
(xxix) % THD of out put current harmonic considered	
3. CONSTRUCTIONAL FEATURES	3.
3. CONSTRUCTION IN LATIONAL	J.
(i) Stator winding Insulation	(i)
(a) Class & type	(a) F/EPOXY MICA RESSIN POOR (VPI)
(b) Tropicalised (Yes/No)	(b) YES
(c) Temperature rise over specified	(c) 70
ambient of 50 deg C (deg C) at all speed <b>R1</b>	
(d) Method of temp. Measurement	(d) BY RESISTANCE
(e) Stator winding connection	(e) STAR
(f) No. of terminals brought out	(f) 6
(ii) Type of terminal box for	(ii)
	t tight phase segregated double walled (metallic as well as
	d barrier)terminal box R1
(b) Space heater	(b) CAST / FABRICATED
(c) Temperature detectors	(c) CAST / FABRICATED
(d) Instrument switches etc.	(d) NIL
(iii) For main terminal box	(iii)
(a) Location (from DE)	(a) RHS
<ul><li>(b) Entry of cables</li><li>(c) Recommended cable size</li></ul>	(b) BOTTOM OF TB
	(c) 1R X3CX185 sq mm
(Runs/cores/x-section mm²/ material) (d) Fault level (kA)/ Duration (Sec)	(d) 40 / 0.2 ( <b>750 MVA</b> ) <b>R1</b>
(iv)For Bearing	(iv)
(a) Type	(a) ANTIFRICTION
(b) Manufacturer	(b) NTPC APPVD. SUPPLIER
(c) Recommended lubricant	(c) IOC SERVOGEM-3/EQV. GREASE
(d) Guaranteed Life in Hrs.	(d) 40000 Hrs.
(e) Lubrication Type	(e) SELF
(f) Whether Dial Type Thermometer Provided	(f) NO
(v)Type of cooler (CACA/CACW)	(v) NA
(vi)Cooling water requirement for CACW motors	(vi)
(a) Quantity required	(a) NA
(b) Maximum permissible inlet	(b) NA
water temperature (deg C)	
(c) Pressure of water at inlet to coolers	(c) NA
(d) Outlet temperature of water	(d) NA
at full load (anticipated value)	
( ******	
(vii)Weight of	(vii)
(a) Motor Stator (Kg)	(a) 7650
(b) Motor rotor (Kg)	(b) 2100
<ul><li>(c) Cooler (Kg)</li><li>(d) Total weight (Kg)</li></ul>	(c) NA (d) 9750
(ix) Max. Perm. Temp. of Rotor	(ix) 350 Deg. C
(1A) IVIAA. I CIIII. I CIIIP. OI KOIOI	(IA) 330 Deg. C
(x) Total Temp. of Rotor during I Start	(x) 140 deg C
(xi) Total Temp. of Rotor during I Start	(xi) 160 deg C
(A) Town Temp. of Rotor during it Start	(11) 100 005 0
(xii) Surge Withstand Voltage (Stator winding)	(xii) As per IEC: 60034-15
(a) 0.2/3 Microsecond Surge (kVp)	(a) 31.85
(b) 1.2/50 Microsecond Surge (kVp)	(b) 49.0
( ,	

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#### BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL **A.C. MACHINES ENGINEERING DIVISION MOTOR TECHNICAL DATA (REV-01)**



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#### 4.00 LIST OF ACCESSORIES

4.01 RTDs for winding (Type/Nos/Leads	: PT100 SIMPLEX / 12 / 3
/location/make/Res. at 0 Deg.C)	Between Coil Sides in slots/

Reputed NTPC Appvd./ 100 Ohms

: PT100 DUPLEX/ 3+3/ 4+4 / 4.02 RTDs for bearing (Type/Nos./Leads /location/make/Res. at 0 Deg.C)

In Bearing Housing/

Reputed NTPC Appvd./ 100 Ohms

4.03.01 RTDs for Hot Air (Type/No/Leads) : NA

4.03.02 RTDs for Cold Air (Type/No/Leads) : NA

4.04 Space Heaters : YES

4.04.01 Nos. : 4 Nos of 1000 W each.

4.04.02 Power (Watts) : 1000 W(Total) 4.04.03 Supply Voltage : 1 PH. 240VAC 4.04.04 Location : In Air pockets

4.05 Stator Terminal Box

4.08.04Range

4.05.01 Type : PHASE SEPARATED TYPE TB

4.05.02 Fault Level (kA) : 40 KA/ 750 MVA

4.05.03 Fault Level duration (sec) : 0.2

4.06 Neutral TB : PHASE SEPARATED T.B.

4.07 **Current Transformers** : NA 4.07.01 Nos. 4.07.02 Ratio 4.07.03 Accuracy Class 4.07.04 Vk (V)/Rct 4.07.05 Exciting Current

Dial Type Thermometer (Type/make : NA/

Accuracy/ Connection Type & size

4.08.01For Bearings (Nos.) : NA 4.08.02For Air Temp (Nos.) a. Hot Air : NA

b. Cold Air : NA 4.08.03Contact Rating : NA : NA 4.08.05Supply Voltage : NA

4.09 Rotor Terminal Box : NA

TBs for RTDs, BTDs & Space Heater 4.10 : YES

4.11 Sole Plate : NO

4.12 : YES (As per OGA) Anchoring items

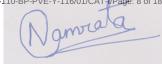
4.13 Base Frame : NO

4.14 Speed Switch : NO

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#### BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL **A.C. MACHINES ENGINEERING DIVISION MOTOR TECHNICAL DATA (REV-01)**



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: NA

4.14.01 Supply Voltage

4.15 Insulation of Bearing : NDE with DE side earth brush for shaft grounding.

Forced Oil lubrication 4.16

4.17 Oil level Indicator : NA

4.18 Noise Reducer : NA

4.19 Water flow Indicator : NA 4.19.01No/Contact Rating : NA

4.20 Water leakage detector : NA

4.21 Tachogenerator : NA

4.22 Grounding Pads

4.22.01No & Size on motor body : 2 & 6 tk x 25 mm x 55 mm wide strip **R1** 

4.22.02Nos on Terminal Box : 2 4.23 Vibration Pads : YES

: 02, 80 X 80 X 80 mm cube **R1** 4.23.01Nos & Size

4.23.02Location : As per OGA : RAL5012 4.24 Paint Shade

4.25 Any other fitments : Yes, refer earth brush detail sketch along with OGA R1

**R1** 

4.26 External Thrust on Motor

**4.27 ALARM AND TRIP SETTINGS:** 

**TEMPERATURE LIMITS:-**

**Maximum Setting Maximum Setting** for Bearings(antifriction) for stator Windings

Alaram: T + 5 °C 85 °C 125°C T + 10 °C 90 °C 130°C Trip:

Where "T" is the operating Temperature.

**VIBRATION LIMITS:-**

ALARAM :- 4.5 mm/sec(rms) or 57 Micron(rms) or 90 Micron (rms) :- 7.1 mm/sec(rms)

NOTE: motor insulation shall be designed to accept applied voltage wave form, Vpeak, dv/dt as per IEC:61800. R1

#### 5.00 LIST OF CURVES

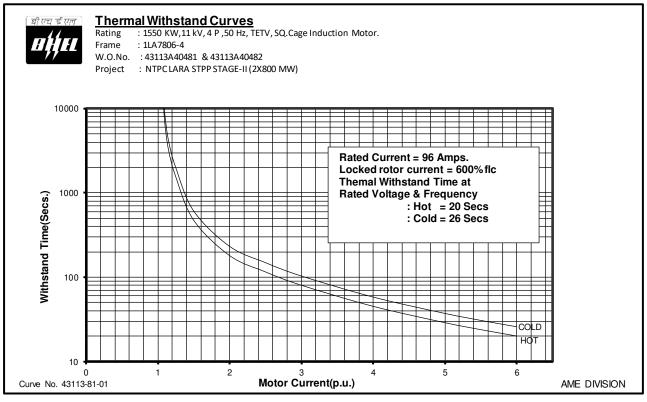
5.01	Thermal Withstand Characteristics	: 43113-81 /01
5.02	Torque Vs Speed Curves	: 43113-81 /02
5.03	Current Vs Speed Curves	: 43113-81 /02
5.04	Current Vs Time curves	: 43113-81 /03
5.05	Speed Vs Time curves	: 43113-81 /03
5.06	Efficiency & PF Vs Load Curves	: 43113-81 /04
5.07	Negative sequence curve	: 43113-81 /05
5.08	Calibration curve for RTD/BTD	: 43113-81 /06

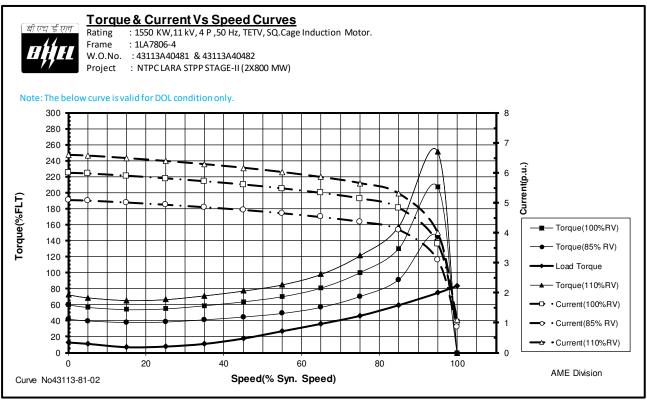


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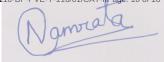


NOTE: Motor shall not be over loaded during any mode of operation of driven equipment. R1



Curve No.43113-81-04

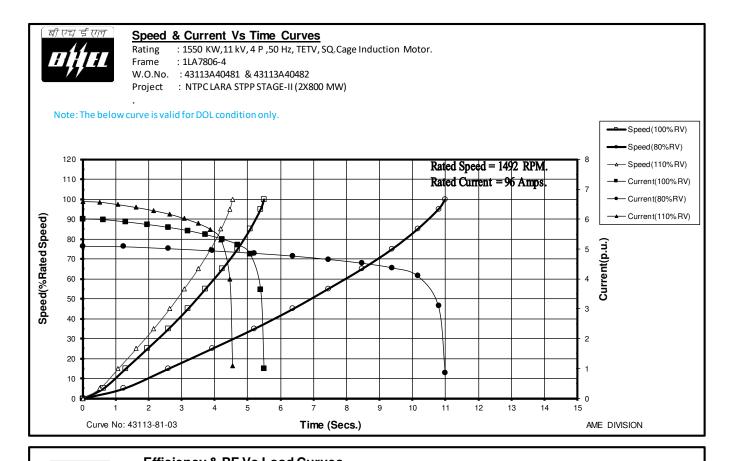
### BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL A.C. MACHINES ENGINEERING DIVISION MOTOR TECHNICAL DATA (REV-01)

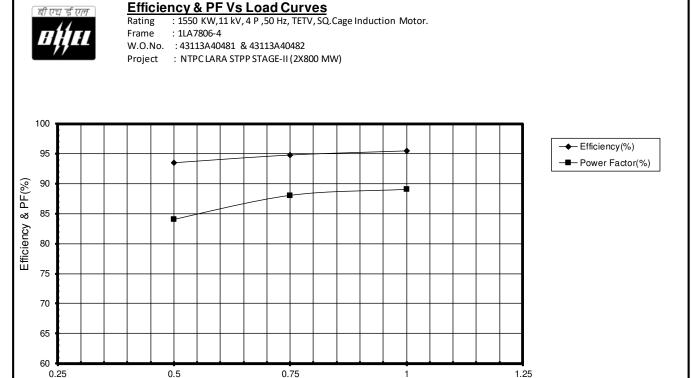


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AME DIVISION





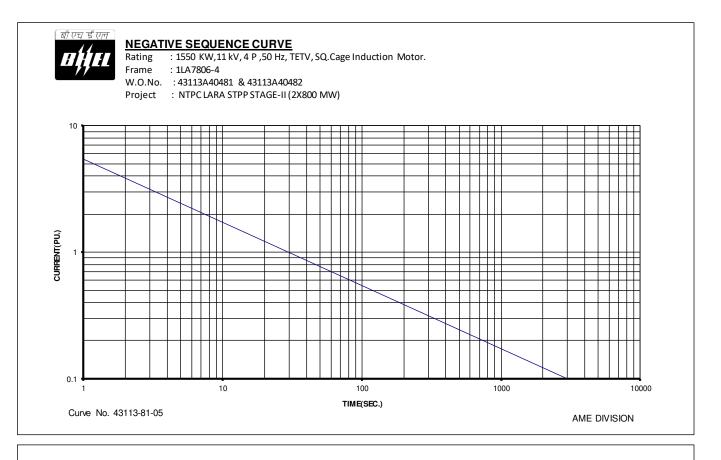
Load(pu)



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#### **CALIBRATION CURVE FOR RTD/BTD - PT100**

Rating : 1550 KW,11 kV, 4 P,50 Hz, TETV, SQ.Cage Induction Motor.

Frame : 1LA7806-4

W.O.No. : 43113A40481 & 43113A40482

Project: NTPC LARA STPP STAGE-II (2X800 MW)

