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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

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

CE: PR: 003- Rev 04

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 annexed to this RFQ will form an integral part of the contract as and when the RFQ culminates into a Purchase Order / Contract.

RFQ No. : ATLNIC0040
RFQ Date : As per E-procurement website
RFQ Due Date : As per E-procurement website
Customer : M/s TANGEDCO/TNPGCL
Project : North Chennai (1X800 MW)
Item Description : Electrical Lab Items – Replacement Supply

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

Purchase Executives: Clarifications with regard to the tender shall be addressed to purchase officers whose e-mail IDs are given below:

sathishkumars@bhel.in or atulsood@bhel.in

Splitting of tendered quantity to MSE vendors for Purchase preference: Non-Splitable

Destination: For Indigenous scope of supply, items are to be directly despatched to BHEL site office/stores located at North Chennai STPP, Thiruvallur (district), Tamil Nadu state, PIN 600120. Detailed consignee details will be issued by BHEL along with Despatch Clearance.

Terms of Delivery:

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

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

a. GSTIN of place of supply : _____

b. HSN (Harmonized System of Nomenclature) code : _____
Applicable tax and Rate : _____ & _____

c. GSTIN of place of supply of service : _____

d. SAC (Service Accounting Code) : _____
Applicable tax and Rate : _____ & _____

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

f. MSE vendor : Yes-MSE supporting documents enclosed/No
(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 Auction (RA)	BHEL shall be resorting to Reverse Auction (Guidelines as available on https://www.bhel.com/guidelines-reverse-auction-2024) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	AGREE	
02	Delivery Period	Within 212 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 /Liquidated Damages(LD) as per GCC Clause no.:04.b.	AGREE	
03	Terms of Payment at the time of material supply	Refer Clause "F" of Instructions to Bidder for BHEL-EDN standard Payment terms and loading factors applicable for non-compliance against payment terms: A) Indigenous Procurement: i) Supply Only ii) <i>Supply with Service(s)</i> B) Import Procurement C) High Sea Sales Procurement <u>Note:</u> MSME vendors may opt to get payment through Trade Receivables electronic Discounting System (TReDS)	AGREE	
04	Declaration of local content : The 'Class-I local supplier' shall be required to indicate percentage of local content and provide certification that the item offered meets the local content requirement for 'Class-I local supplier'	'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. { 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under Public procurement order no.P-45021/2/2017-PP (BE-II) dt: 16.09.2020 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}.' (Refer Clause 'A' Sl. No. 12 of Instructions to Bidders).	Percentage of local content: _____% Details of the Location(s) at which the local value addition is made: _____	

		Penal provisions for false self-declaration of MII, in case of Contract more than Rs.10Cr. 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 120days 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.		
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II. Bidder to note that Deviations shall not be permitted for the below mentioned terms and are deemed to be complied. In case of non-compliance/deviation, offer shall be liable for rejection:

- (1) **a) Submission of Engineering documents post PO as indicated in Cl: 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 **21** days from the date of award of contract. Buyer shall issue manufacturing clearance along with approved documents within **35** days 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** 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:** **18** months from the date of delivery of goods or **12** months from date of commissioning whichever is earlier.
- (4) **a) Pre-dispatch inspection at Seller premises as indicated in Cl: 06 a) of GCC:** While bidding, the sellers should take into account **10** 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 originals and 01 copy with original sign & seal / digitally signed invoice), Lorry Receipt (L/R), 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.

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, E-way bill with Part-A, B details shall be e-mailed immediately to BHEL-EDN at the time of despatch.

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

- (6) **Freight Charges:** Freight charges for complete scope of supply 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 total 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. Preference to Micro & Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in *Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012* dated 23.03.2012 issued by Ministry of 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;

MSE declaration	Any Bidder falling under the MSE category shall furnish UDYAM Registration certificate in support of the same along with their techno-commercial offer. 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 techno-commercial 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.

- b. Preference to Make in India (MII) products: 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. Default margin of purchase preference shall be 20% for Class-I local supplier only.

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.

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).

Note: 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.

Note: Non-Local suppliers (with local content $\leq$ 20%) are 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.

Performance security has to be furnished within **35 days** after award of contract/Purchase order 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 Performance security 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) Performance security 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).

(v) 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) Performance security should be mandatorily submitted along with SFMS (Structured Financial Messaging System).

(9) **Timely submission of Performance Security for execution of the contract.**

Bidder agrees to submit performance security as required above for execution of the contract within **35 days** after award of contract/Purchase order.

In case of delay in submission of performance security, the "enhanced" portion of the performance security, calculated as interest **(Repo rate + 4%)** for the delayed period, is **compensatory** in nature to account for the delay in securing the contract.

While the base Security Deposit @5% of the contract value is refundable to vendor upon successful completion of contractual obligations, the enhanced interest component will be recovered by BHEL and not returned to vendor.

Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with due interest **(Repo rate + 4%)**. This 5% of contract value withheld towards Performance security will be paid either against submission of supplementary invoice & Original Performance security (or) against supplementary invoice without Performance security after expiry of contractual obligations including warranty period. Due interest recovered by BHEL will not be returned to vendor.

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

(11) Erection Supervision & Commissioning - Evaluation methodology:

E&C charges should not be less than **05%** of the Main-item supply value i.e., excluding Mandatory spares. In case the quoted total E&C value is less than **05%** of the Main-item supply value, BHEL shall evaluate Bidder's Price deducting differential amount from supply price proportionally from all items and apportioning towards E&C charges.

(12) Payment terms for E&C charges: 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 successful completion of installation & commissioning.

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.

(13) Based on the under-mentioned declarations of Bidder as insisted under Rule 144(Xi) of General Financial 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."

(14) Integrity Pact: (Strike-off, if not 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.~~

(15) EMD/Bid security: Not Applicable**(16) Declaration regarding 'Conflict of Interest among Bidders/Agents'** should be submitted as part of the tender as per attached format.**(17) 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.”

(18) 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.

(19) All MSME payments for Goods or Services to be mandatorily settled through TReDS:

In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform (i.e RXIL, M1xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop down menu on Suvidha portal of BHEL, at the time of invoice submission.

Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier.

The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform.

In case discounting is not availed by the supplier on TReDS, **the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract.**

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:

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:

- i) 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)



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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 <https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors> for more details.

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

10. The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.edn.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to your notice.
11. Offer is to be submitted in English language only.
12. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public procurement (Preference to Make in India), Order 2017 dated 16.09.2020 issued by DPIIT.

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

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

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

B. 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.

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

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

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

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

4. Validity: Unless otherwise specified in SCC (special commercial conditions of contract), the offer will be valid for a period of 90 days from the date of Part-I bid opening and in case of Negotiation/Counter-offer/Reverse Auction, price validity will apply afresh for a period of 60 days from the date of according final price by bidder (or) up to original validity period, whichever is later.
5. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the Techno-Commercial Bid.

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

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

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

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

The quotation shall clearly indicate scope of work, likely duration of commissioning, pre-commissioning checklist (if any).

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

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

C. 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).

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

3. Offers of Vendors who already have a valid Technical/Commercial MOU with BHEL-EDN for the items of the RFQ shall mention the relevant MOU reference no. and give only such other details not covered in the MOU.
4. In cases where tender documents are bulky, or due to some reasons tender documents are required to be submitted by hand or through posts/couriers, the offers are to be handed over either of the two purchase officers whose names are mentioned in the SCC document of tender RFQ.
5. Tenders will be opened on due date, time and venue as indicated in the RFQ in the presence of bidders at the venue indicated in the RFQ. For EPS tenders, e-mail notifications will be automatically generated and forwarded to registered e-mail ID/s of bidders during opening of tenders.
6. Bidder will be solely responsible:
 - a. for submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
 - b. for 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.

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

Ranking will be done accordingly. BHEL'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:

<u>PURCHASE ORDERS FOR:</u>	<u>SUPPLY WITH SERVICE(S)</u>	<u>SUPPLY ONLY</u>
<u>INDIGENOUS PROCUREMENT</u>	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. <u>Note:</u> 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 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.

<u>IMPORT PROCUREMENT</u>	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. <u>Note:</u> 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.
<u>HIGH-SEA SALES PROCUREMENT</u>	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. <u>Note:</u> 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:

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

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

2. Erection Supervision and Commissioning:

Evaluation methodology: 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.

Payment term: 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.

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

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

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

- 1) For offers received with Sight draft payment term in place of Usance draft, loading applicable will be 1.0% of basic value.
- 2) For offers received with Letter of Credit payment term with Usance of 45 days, loading applicable will be 2.5% of basic value.
Additional loading of 2% will be applicable for payment term as Letter of Credit at Sight.
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. If tendered quantity is Splittable: 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. If tendered quantity is Non-Splittable: 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. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the Tender process and execution of the Contract. BHEL will, during the tender process, treat all bidder / suppliers in a transparent and fair manner, and with equity.
2. Commitment by Bidder(s)/ Contractor(s):
 - a. The Bidder(s)/ Contractor(s) commit(s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision or benefit which he is not legally entitled to.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding or any actions to restrict competition.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant Acts. The Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by BHEL as part of business relationship.
 - d. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to the relevant guidelines issued from time to time by Government of India/ BHEL.

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

K. Integrity Pact (IP):

- a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.

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 www.bhel.com

- b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid).
Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- c) Please refer Section-8 of the IP for Role and Responsibilities of IEMs (Annexure IX). In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s).
All correspondence with the IEM/s shall be done through email only.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are indicated in SCC document of tender.

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***
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or***
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or***

- f) *In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:*
1. *The principal manufacturer directly or through one Indian agent on his behalf; and*
 2. *Indian/foreign agent on behalf of only one principal;*
- or**
- g) *A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or*
- h) *In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."*

Annexure

Annexure I
Guidelines for Indian Agents

- **Definition of Indian Agent:** An Indian Agent of foreign principal is an individual, a partnership, an association of persons, a private or public company, that carries out 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:

- 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.
- 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.
- 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.
- Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- 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.
- The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at annexure - 'A' shall apply in all such cases.

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

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

—X—

Vendor's Signature with Seal

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)
D02	UK	GBP	NEW CASTLE
D03	UK	GBP	OXFORD. CHETLAM
D04	UK	GBP	BRISTOL. WELLINGBOROUGH
D05	UK	GBP	BIRMINGHAM
D06	UK	GBP	EAST MIDLANDS
D07	UK	GBP	MANCHESTER
D08	UK	GBP	LEEDS
D09	UK	GBP	GLASGOW
D10	FRANCE	EURO	PARIS (ROISSY) & LYON
D11	SWEDEN	EURO	STOCKHOLM
D12	SWEDEN	EURO	GOTHENBERG & MALMO
D13	ITALY	EURO	ROMA, MILAN
D14	ITALY	EURO	TURIN, BOLOGNA, FLORENCE
D15	NETHERLANDS	EURO	AMSTERDAM, ROTTERDAM
D16	AUSTRIA	EURO	VIENNA, LINZ, GRAZ
D17	BELGIUM	EURO	ANTWERP, BRUSSELS
D18	DENMARK	DKK	COPENHAGEN
D19	JAPAN	JPY	TOKYO, OSAKA
D20	SINGAPORE	SGD	SINGAPORE
D21	CANADA	CAD	TORONTO
D22	CANADA	CAD	MONTREAL
D23	USA	USD	NEW YORK, BOSTON
D24	USA	USD	CHICAGO
D25	USA	USD	SAN FRANCISCO, LOS ANGELES
D26	USA	USD	ALANTA, HOUSTON
D27	GERMANY	EURO	MUNICH, KOLN, DUSSELDORF, HANNOVER, HAMBURG, STUTTGART, DAMSTADT, MANIHIEM, NURUMBERG
D28	GERMANY	EURO	FRANKFURT
D29	GERMANY	EURO	BERLIN
D30	SWITZERLAND	SFR	BASLE, ZURICH, GENEVA
D31	SPAIN	EURO	BARCELONA
D32	AUSTRALIA	AUD	SYDNEY
D33	AUSTRALIA	AUD	MELBOURNE
D34	AUSTRALIA	AUD	PERTH
D35	CZECH	EURO	PRAGUE
D36	HONG KONG	HKD	HONG KONG
D37	NEW ZELAND	NZD	AUCKLAND
D38	RUSSIA	USD	MOSCOW
D39	SOUTH KOREA	USD	KIMPO INTERNATIONAL, INCHEON
D40	FINLAND	EURO	HELSINKI
D41	ROMANIA	EURO	BUCHAREST
D42	NORWAY	EURO	OSLO
D43	IRELAND	EURO	DUBLIN
D44	ISRAEL	USD	TEL AVIV
D45	UAE	USD	DUBAI
D46	OMAN	USD	MUSCAT
D47	EGYPT	USD	CAIRO
D48	TAIWAN	USD	TAIPEI
D49	UKRAINE	USD	KIEV
D50	CHINA	USD	SHANGHAI, SHENZHEN
D51	PHILIPINES	USD	MANILA
D52	MALAYSIA	USD	KUALALUMPUR, PE NANG
D53	CYPRUS	USD	LARNACA
D54	SOUTH AFRICA	USD	JOHANNESBERG, DURBAN
D55	SLOVAKIA	EURO	BARTISLOVA
D56	SAUDI ARABIA	SAR	RIYADH
D57	TURKEY	EURO	ISTANBUL
D58	THAILAND	USD	BANGKOK
D59	BRAZIL	USD	SAO PAULO, RIO DE JANEIRO

ANNEXURE – III

DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID

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

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

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

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

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

ANNEXURE - IV
Electronic Funds Transfer (EFT) OR
Paylink Direct Credit Form

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): ☐ CREATE ☐ CHANGE

BHEL Vendor / Supplier Code:

Company Name :

Permanent Account Number(PAN):

Address

City:

PINCODE

STATE

Contact Person(s)

Telephone No:

Fax No:

e-mail id:

1 Bank Name:

2 Bank Address:

3 Bank Telephone No:

4 Bank Account No:

5 Account Type: Savings/Cash Credit

6 9 Digit Code Number of Bank and branch
appearing on MICR cheque issued by Bank

7 Bank IFSC Code(applicable for NEFT)

8 Bank IFSC code(applicable for RTGS)

(Indian Financial System Code)

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

Date:

Authorised Signatory:

Designation:

Telephone No. with STD Code

Company Seal

Bank Certificate

We certify that _____ has an Account No _____ with us and we confirm that the bank details given above are correct as per our records.

Date:

Place:

(.....)

Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

In case of any Query, please call concerned purchase executive.

ANNEXURE - V
PRESENT PROCEDURE FOR SALE IN TRANSIT (HIGH SEA SALES)

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

1. ORIGINAL HIGH SEA SALES AGREEMENT

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

2. ORIGINAL INVOICES: INDIGENOUS RUPEE INVOICE & FOREIGN CURRENCY INVOICE

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

4. ORIGINAL HOUSE AIR WAY BILL/ BILL OF LADING

- The sale agents should duly endorse House Air Way Bill (HAWB) for air shipments or original Bill of Lading (O.B.L.) for sea shipments and Foreign Currency Invoice in favour of BHEL-EDN.

5. ORIGINAL CARGO ARRIVAL NOTICE FROM FORWARDER.

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

7. ORIGINAL PACKING LIST.

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

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

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

Sl 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

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -- -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We 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 Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁶
- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

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 29th 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 18th 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 non-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" - 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 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.

y
18/5/2023
(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.	A	100	L1	“Non-MSE non- Class-I local supplier”
2.	B	110	L2	“Non-MSE but Class-I local supplier”
3.	C	112	L3	“MSE but non- Class-I local supplier”
4.	D	115	L4	“Non-MSE but Class-I local supplier”
5.	E	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.

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 **2021-22** 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 assessee	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)

Signature:.....

Name:.....

Address:.....

Email ID:.....

Contact Number.....

Permanent Account Number:.....

Verification

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

To

Bharat Heavy Electricals Limited
Electronics 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 (Name of the supplier) is a company incorporated in(country) and does not have any business connection in India as per the provision of Section 9 of the Income Tax Act 1961 or any Permanent Establishment as defined in Article 5 of the India and(country) DTAA.

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

Sub: 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 ಹವಿ 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.

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

- a) 'The Purchaser' means Bharat Heavy Electricals Limited, Electronics division, Mysore road, 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:

1. **Price Basis:** All prices shall be firm until the purchase order is executed / completed in all respects. No price variations / escalation shall be permitted. 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. **Documentation:** After receipt of Purchase Order, vendor should submit necessary documents (if & as applicable) like drawings specified, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report , O & M Manuals and/or any other relevant documents as per Specification/Purchase Order, as and when required by BHEL/Customer.
At any stage within the contract period, the vendor shall notify of any error, fault or other defect found in BHEL's documents /specifications or any other items for reference. If and to the extent that (taking account of cost and time) any vendor exercising due care would have discovered the error, fault or other defect when examining the documents/specifications before submitting the tender, the time for completion shall not be extended. However if errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the vendor's documents, they shall be corrected at his cost, notwithstanding any consent or approval.
4. **Penalty:**
 - a. **Submission of Engineering documents as per PO:** 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. **Liquidated Damages (LD):** 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 pre-estimated 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.

Extension of Delivery Period: 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. Material Dispatch Clearance Certificate (MDCC): 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 & re-inspections shall be borne by vendor. Whether the Contract provides for tests on the premises of the vendor or any of his Sub-contractor/s, vendor shall be responsible to provide such assistance, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by BHEL only if specifically agreed to in the purchase order.

7. Transit Insurance: Transit insurance coverage between vendor's works and project site shall be to the account of BHEL, unless specifically agreed otherwise. However, vendor shall send intimation directly to insurance agency (as mentioned in dispatch instructions issued by BHEL) through fax/courier/e-mail, immediately on dispatch of goods for covering insurance. A copy of such intimation sent by vendor to insurance agency shall be given to BHEL along with dispatch documents. Dispatch documents will be treated as incomplete without such intimation copy. BHEL shall not be responsible for sending intimations to insurance agency on behalf of the vendor.
8. Mode of dispatch:
 Indigenous Scope: By road on Door Delivery Consignee Copy attached basis through your approved transporter (unless otherwise indicated in Dispatch Instructions), only on receipt of Despatch Clearance from BHEL.
 Imported Scope: By Air/Sea through BHEL approved Freight Forwarder/supplier approved Consolidator respectively as per agreed contractual terms, only on receipt of Dispatch Clearance from BHEL.
9. Changes in Statutory levies:
 If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the execution of Contract, which was or will be assessed on the bidder in connection with performance of the Contract, an equitable

adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between BHEL and the bidder /agent of foreign bidder (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the bidder /agent.

10. Availing duty/tax exemption benefits by bidder, wherever applicable: BHEL shall issue the required Certificate/s, as per relevant policies of the Govt. of India, to facilitate the bidders to avail any such benefits under the Contract. In case of failure of the bidders to receive the benefits partly or fully from the Govt. of India and/or in case of any delay in receipt of such benefits, BHEL shall neither be liable nor responsible in any manner whatsoever.
11. Taxes against sub-vendor dispatches: All taxes/levies, as applicable in respect of all components, equipments and material to be despatched directly from the sub-vendor's works to Site irrespective of the fact whether such taxes and levies are assessable and chargeable on Vendor or the BHEL, shall be to the vendor's account and no separate claim in this regard will be entertained by BHEL.
12. High Sea Sales (HSS): Customs clearance of the consignment landed on Indian Sea/Air ports will be done by BHEL based on the original HSS documents provided by vendors.
Any delay in submission of complete/correct HSS documents to BHEL may incur demurrage charges. All demurrage charges on account of incomplete /incorrect HSS documents submission by vendor will be to vendor's account and all such charges will be recovered from any of the available vendor bills with BHEL.
13. Packaging and dispatch: The Seller shall package the goods safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea/ Air / Rail/ Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures/ hooks and sling marks as may be required for easy and safe handling. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.
The packing, shipping, storage and processing of the goods must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Any Imported/Physical Exports items packed with raw/ solid wood packing material should be treated as per ISPM – 15 (fumigation) and accompanied by Phytosanitary/ Fumigation certificate. If safety information sheets (MSDS – Material Safety Data Sheet) exist for an item or the packaging, vendor must provide this information without fail along with the consignment.
Each package must be marked with Consignee name, Purchase order number, Package number, Gross weight and net weight, dimensions (LxBxH) and Seller's name. Packing list of goods inside each package with PO item number and quantity must also be fixed securely outside the box to indicate the contents of each box. Total number of packages in the consignment must also be indicated in the packing list.
Separate packing & identification of items should be as follows.
 1. Main Scope - All items must be tagged with part no. & item description.
 2. Commissioning accessories/spares - All items must be tagged with part no. & item description.
 3. Mandatory spares - All items must be tagged with part no. & item description.
 Nevertheless, vendor shall adhere to dispatch & packing instructions issued by BHEL at the time of dispatch.
14. Assignment of Rights & Obligations; Subcontracting: Vendor is not permitted to subcontract the delivery or any part thereof to third party or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from BHEL. Any permission or approval given by the BHEL shall, however, not absolve the vendor of the responsibility of his obligations under the Contract.
15. Progress report: Vendor shall render such report as to the progress of work and in such form as may be called for by the concerned purchase officer from time to time. The submission and acceptance of such reports shall not prejudice the rights of BHEL in any manner.

16. Non-disclosure and Information Obligations: Vendor shall provide with all necessary information pertaining to the goods as it could be of importance to BHEL. Vendor shall not reveal any specified confidential information that may be divulged by BHEL to Vendor's employees not involved with the tender/ contract & its execution and delivery or to third parties, unless BHEL has agreed to this in writing beforehand. Vendor shall not be entitled to use the BHEL name in advertisements and other commercial publications without prior written permission from BHEL.
17. Cancellation /Termination of contract: BHEL shall have the right to completely or partially terminate the agreement by means of written notice to that effect. Termination of the Contract, for whatever reason, shall be without prejudice to the rights of the parties accrued under the Contract up to the time of termination. BHEL shall have the right to cancel/foreclose the Order/ Contract, wholly or in part, in case it is constrained to do so on account of any decline, diminution, curtailment or stoppage of the business.
18. Risk Purchase Clause: In case of failure of supplier, BHEL at its discretion may make purchase of the materials / services not supplied / rendered in time at the RISK & COST of the supplier. Under such situation, the supplier who fails to supply the goods in time shall be wholly liable to make good to BHEL any loss due to risk purchase.
In case of items demanding services at site like erection and commissioning, vendor should send his servicemen/representatives within 7 days from the service call. In case a vendor fails to attend to the service call, BHEL at its discretion may also make arrangements to attend such service by other parties at the **RISK & COST** of the supplier. Under such situation the supplier who fails to attend the service shall be wholly liable to make good to BHEL any loss due to risk purchase/service including additional handling charges due to the change.
19. Shortages: In the event of shortage on receipt of goods and/or on opening of packages at site, all such shortages, caused by supplier's act or omission, shall be made good at the cost of seller within a reasonable time that BHEL may allow from such intimation.
Transit Damages: In the event of receipt of goods in damaged condition or having found them so upon opening of packages at site, supplier shall make good of all such damages within a reasonable time from such intimation by BHEL. In case BHEL raises an insurance claim, the cost of material limited to insurance settled amount less handling charges will be reimbursed to supplier.
20. Remedial work: Notwithstanding any previous test or certification, BHEL may instruct the vendor to remove and replace materials/goods or remove and re-execute works/services which are not in accordance with the purchase order. Similarly, BHEL may ask the vendor to supply materials or to execute any services which are urgently required for any safety reasons, whether arising out of or because of an accident, unforeseeable event or otherwise. In such an event, Vendor shall provide such services within a reasonable time as specified by BHEL.
21. Indemnity Clause: Vendor shall comply with all applicable safety regulations and take care for the safety of all persons involved. Vendor is fully responsible for the safety of its personnel or that of his subcontractor's men / property, during execution of the Purchase Order and related services. All statutory payments including PF, ESI or other related charges have to be borne by the vendor. Vendor is fully responsible for ensuring that all legal compliances are followed in course of such employment. 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. Limitation of Liability: Vendor's liability towards this contract is limited to a maximum of 100% of the contract value and consequential damages are excluded. However the limits of liability will have no effect in cases of criminal negligence or wilful misconduct.
 The total liability of Vendor for all claims arising out of or relating to the performance or breach of the Contract or use of any Products or Services or any order shall not exceed the total Contract price.

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

repair/replacement, such repair/replacement shall have the warranty period for a period of twelve (12) months from the time such replacement/repair of the equipment or any part thereof has been completed.

28. Liability after warranty period: At the end of the warranty, the Vendor's liability ceases except for latent defects. For the purpose of this clause, latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the warranty Period, but later. The Contractor's liability for latent defects warranty for the equipment including spares shall be limited to a period of six months from the end of the warranty period of the respective equipment including spares or first time commissioning, whichever is later but not later than one (01) year from the date of expiry of warranty period.
29. Compliance with Laws: Vendor shall, in performing the contract, comply with all applicable laws. The vendor shall make all remittances, give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the laws in relation to the execution and completion of the contract and for remedying of any defects; and the Contractor shall indemnify and hold BHEL harmless against and from the consequences of any failure to do so.
30. Settlement of Disputes: Except as otherwise specifically provided in the Purchase Order, decision of BHEL shall be binding on the vendor with respect to all questions relating to the interpretation or meaning of the terms and conditions and instructions herein before mentioned and as to the completion of supplies/work/services, other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the contract, instructions, orders or these conditions or otherwise concerning the supply or the execution or failure to execute the order, whether arising during the schedule of supply/work or after the completion or abandonment thereof. Any disputes or differences among the parties shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration. Vendor shall continue to perform the contract, pending settlement of dispute(s).
31. Arbitration Clause in case of Contract with vendors other than Public Sector Enterprise (PSE) or a Government Department:

Arbitration & Conciliation:

The parties shall attempt to settle any disputes or difference arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, or in connection with this contract through friendly discussions. In case no amicable settlement can be reached between the parties through such discussions, in respect of any dispute; then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL-EDN. Such Sole Arbitrator appointed, shall conduct the arbitration in English language.

The Arbitrator shall pass a reasoned award and the award of the Arbitration shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be 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.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either party for Arbitration to the Sole

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

32. Applicable Laws and Jurisdiction of Courts: Prevailing Indian laws both substantive and procedural, including modifications thereto, shall govern the Contract. Subject to the conditions as aforesaid, the competent courts in Bengaluru alone shall have jurisdiction to consider over any matters touching upon this contract.
33. General Terms: That any non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents.
That the headings used in this agreement are for convenience of reference only.
That all notices etc., to be given under the Purchase order shall be in writing, type script or printed and if sent by registered post or by courier service to the address given in this document shall be deemed to have been served on the date when in the ordinary course, they would have been delivered to the addressee.
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.



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Technical Specification of Lab Items (Electrical)

PROJECT- NORTH CHENNAI 1X800 MW

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PROJECT : NORTH CHENNAI 1X800 MW

CUSTOMER : M/s TANGEDCO

CONSULTANT : M/s FICHTNER

EQUIPMENT : LAB ITEMS- ELECTRICAL

A
SARAVANA
BABU

Digitally signed by A
SARAVANA BABU
DN: cn=A SARAVANA
BABU, o=BHEL,
ou=EDN,
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bhel.in, c=IN
Date: 2026.09.29
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**PREPARED BY
A.SARAVANA BABU**

**CHECKED & APPROVED BY
AMIT KUMAR SHARMA**



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REVISION HISTORY SHEET

REV No.	DATE	NATURE OF CHANGE	REASON	PREPARED BY	REVIEWED BY
00	11-09-26	FIRST ISSUE	---	SBA	AKS
01	26-09-26	FIRST ISSUE	---	SBA	AKS

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COPYRIGHT AND CONFIDENTIAL The information contained in this document is the property of BHARAT HEAVY ELECTRICALS LIMITED This must not be used directly or indirectly, in any manner detrimental to the interest of the company		<u>SECTION-A : GENERAL INSTRUCTIONS TO BIDDERS:</u> Introduction: Bidders are required to submit technical offer for supply, installation and commissioning of Lab items (electrical) in NORTH CHENNAI 1X800 MW Thermal Power plant. All documents against this Tender/Specification shall be submitted in English only. A list of Customer (M/s TANGEDCO) approved makes for each line item is provided in Bill of Material given later in this specification. Bidder can offer any make other than approved make list given. However, such makes shall be subject to approval of M/s TANGEDCO/FITCHNER during drawing approval (after ordering). In case a make is not acceptable to customer, bidder has to be offer approved makes without any cost implication to BHEL. - If required during evaluation of Technical offers/bids, bidder should be present at BHEL Electronic Division, Bangalore, for discussions on 3 day's notice. Further in the event of ordering, Bidder shall accompany BHEL representative for discussions with customer / consultant at their works for approval of the system documents. This specification does not prohibit any bidder to submit their offer along with clause wise deviation from the specification. Changes in technical specification / Scope / approved makes etc. shall be informed to Participating bidders only. - All bidders, irrespective of their existing approval with BHEL / other units of BHEL / TANGEDCO/ FITCHNER , should submit all documents called in this specification. - Consolidated Pre-Bid queries must be sought by Bidders through email within 07 days from floating the tender. - If a vendor does not quote for all the listed items, then his complete offer will be technically rejected. Please note that essence of this tender is packaging and hence all items within this project are to be offered so as to have one packaged vendor for this project/Projects. - Bidder shall be responsible for complete package supply, installation/commissioning and satisfactory demonstration and handing over to customer. Wherever OEM Representative to be deputed for commissioning bidder shall coordinate at his own cost and complete the work. Qualified technical persons shall only be deputed by the bidder for commissioning of the items in the package.		

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COPYRIGHT AND CONFIDENTIAL The information contained in this document is the property of BHARAT HEAVY ELECTRICALS LIMITED This must not be used directly or indirectly, in any manner detrimental to the interest of the company		<u>SECTION-B : Pre Qualification Requirements (PQR):</u> 1.0 Vendor should have supplied a package of Lab instruments (electrical / C&I) in any process plant/ refinery/ power plants / other large industries within last 4 years from bid submission due date of this tender. Bidder should submit all the following documents: 1. Purchase Orders issued in name of bidder 2. In case Bill of material is not part of PO, bidder should submit other documents approved by user for ascertaining that the order was for C&I package. 2.0 Bidder should have a clean track Record, i.e the Bidder should not be under Hold or blacklist by any of the BHEL units/any Govt of india PSU/Govt of india as on bid submission date. To this effect, a declaration should be submitted by the bidder. Note: Incomplete compliance to above PQR may result in rejection of offer of bidders. Hence, all bidders are advised to clarify their doubts on above during pre-bid stage and submit complete PQR complying documents.		

		 A4-10	Technical Specification of Lab Items (Electrical) PROJECT- NORTH CHENNAI 1X800 MW	CE/416/LAB(E)/NC-R Rev. 01 Page 5 of 36
COPYRIGHT AND CONFIDENTIAL The information contained in this document is the property of BHARAT HEAVY ELECTRICALS LIMITED This must not be used directly or indirectly, in any manner detrimental to the interest of the company		<u>SECTION- C : TECHNICAL SPECIFICATION</u> SCOPE OF SUPPLY: - Please note that if any item requires battery, same should be rechargeable type of same item make or equivalent good make. Then the corresponding charger is also to be provided. Also, please note that computer interface is to be provided with relevant pre-fabricated cable of 2 or 3 meters length for connectivity to computer. - Current Probe and High Voltage Probe as and where applicable for the individual instrument. - If any application software is required due to this, same is also to be provided as and where applicable for that particular instrument. - Unit rates are to be provided for each item quoted which can be used for any addition/deletion during detailed engineering stage. - Please note that for products offered by bidder, BHEL may seek credentials like PO copies / commissioning Reports etc. to ascertain the provenness of the product. If the credentials are not submitted/not satisfactory, the product may not be acceptable and supplier will have to offer other suitable make /model without any cost implication. Hence, bidders are advised to quote reputed and proven products. - After order and datasheet submission to customer/consultant vendor has to visit Customer /consultant (if required) with BHEL for resolving any technical clarifications required by them. - The calibration standards of all M&C equipment's furnished under this sub-section shall be traceable to National Bureau of Standards, USA or NPL, India or to the applicable standards existing in the country where the equipment is manufactured. ERECTION SUPERVISION, INSTALLATION & COMMISSIONING: Please note that Erection Supervision, installation & Commissioning is to be undertaken for the offered package in this tender. The commissioning will involve demonstrating the healthiness and working of all the items within the project to the satisfaction of BHEL site office/end-user. The handing over of the workshop and store equipment shall be done in one lot and accompanied by function check and demonstration of operation and all functions performed by the Contractor in presence of the O/E. Equipment that did not perform according to the requirement shall be replace by the turned to the Contractor for replacement to no expenses to the Employer. The necessary operational manuals are to be delivered by the Contractor before handing over workshop and store equipment. - Bidder shall ensure that service/support from bidder / OEM for all offered items shall be available to the owner for a minimum period of 3 years from delivery date of the item		



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Technical Specification of Lab Items (Electrical)**PROJECT- NORTH CHENNAI 1X800 MW**

CE/416/LAB(E)/NC-R

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1. Bill of material having make, model and quantity of each item offered in Excel.
2. Catalogues of all the items arranged in their sequence of appearance in BOM
3. Clause/Item wise deviation list in following tabular format in Excel

Sl no of item as per tender	Item Name	Tender specification	Deviation sought	Reason for seeking deviation

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PROJECT- NORTH CHENNAI 1X800 MW

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Bill of material and technical specification:

Sr. No.	Item Description	CUSTOMER APPROVED MAKE	Qty (Nos /Set)
1	Computer aided Calibration system with one no. OWS without Monitor and Complete Software	Scandura, Itlay/ BEAMEX/ITPL/Time Electronics (Note-Make of OWS shall be same as specified elsewhere in the specification).	1
2	Portable Digital Multimeter (4 1/2 Digit)	Tektronix / Extech / Tinsley / Eurotron / Yokogawa / Scandura / Fluke / Agilent / Time Electronics / ITPL	7
3	Digital Multimeter (Table Mounting Type) (5-1/2 Digit)	Tinsley / Scandura / BEAMEX /HP(Agilent) / Tektronix / Time Electronics/ ITPL	1
4	In Circuit Tester	HP / Teradyne / AicoSet / Alfa / Agilent / Philips / I TPL / QMax / Estec.	1
5	Digital Oscilloscope	Tektronix / HP / Tinsley / Yokogawa / Scandura / BEAMEX / ITPL	1
6	Solder Sucker	Soldron / Heko / Xytronicx	2
7	Soldering Desoldering Station	Soldron / Heko / Xytronicx	2
8	Software & USB probe for AC Thermometry Bridge	Fluke Software & USB Probe for Fluke 8558A. (If not possible to provided software alone, complete AC Thermometry Bridge as spec. to be provided.Makes: Tinsley (ASL) / Scandura / BEAMEX /Isotech / MI Canada/Fluke)	1
9	Stop Watch	EHI Eric Armin / Galab / Casio	2
10	mV Calibrator (Portable)	Scandura / Tinsley / Eurotron / Yokogawa /BEAMEX / Time Electronics / ITPL	1
11	Multifunction Calibrator	Scandura / Tinsley / Eurotron / Yokogawa /BEAMEX / Time Electronics / ITPL / AOIP/ GE	2
12	Vibration/ Shock Pulse Analyzer cum Data Collector Cum Balancer	IRD(Rockwell) / Vibrometer / Shinkawa /Bently / Provibtech / IMV / B&K Vibro	1
13-i)	Decade Resistance Box (Digital Type)-1 ohm to 1.2M ohm	Time Electronics / TPL/Cropico/Eurotron Yokogawa/Siemens/ABB/Emerson/ MEATEST	2

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13-ii)	Decade Resistance Box (Digital Type)-0-100 ohm	Time Electronics / TPL/Cropico/Eurotron Yokogawa/Siemens/ABB/Emerson/ MEATEST	1
14	Fibre Optic Testing Tool	ITPL / Scandura / Beamex / RS components	2
15	Tong Tester	Scandura / ITPL / Eurotron / Kyoritsu / Weschler	2
16	Overhead Projection Board (Interactive White Board)	Hitachi, Smarttech, Polyvision.	2
17	Marker Printer	Inkcups, Laselec SA, Phoenix, Taymer.	1
18	DC Regulated Power Supply	Siemens, Cosel, Phoenix, Weidmuller, Aplab	3
19	Frequency Counter	ITPL / WAYNEKERR / Goodwill / Beamex / Scandura / Taparua / RS components / BMP equipments / B&K/ GW Instek	1
20	Vibration Pick Up Tester	IRD(Rockwell) / Vibrometer / Shinkawa / Bently / B&K / Provibtech / IMV / Fluke/ Meggit	1
21	Stabilised Power Supply	Aplab, KEPCO, Aiger.	3
22	Continuity Tester	Scandura / ITPL / Eurotron / Kyaritsu / Weschler / Fluke	9
23	Patch cord SC/APC connector for Optical Time Domain Reflectometer & Mouse, keyboard	Exfo, Model: Max 720C	2

- a) All required accessories, interfacing cables, chargeable battery, carrying case, charger, software etc. shall be provided with each lab instrument/equipment as per requirement.
- b) The Bidder shall provide dual redundant interfacing for monitoring on OPC Protocol with DDCMIS.

Note: Cross out made in Red lines in the below pages are not applicable.



CHAPTER-15

CONTROL INSTRUMENTATION LABORATORY & TESTING EQUIPMENT

2.3.15 C&I LAB and Testing Equipment

2.3.15.1 General Requirements

This section sets forth the technical information required for the design, furnishing and construction of an instrumentation Lab shop, complete with tools and test equipment required to maintain the instruments and control devices for the power plant.

Equipments, tools and instruments

- 1) Testing instrument/devices offered shall be proven type and shall incorporate latest design.
- 2) The workmanship and design shall be in accordance with the best engineering practice and shall be such, as have proved to be suitable for the intended purpose and shall offer satisfactory performance even in the worst environmental conditions.
- 3) Testing instruments/devices shall be furnished with all necessary accessories whether specifically indicated herein or not.
- 4) All instruments offered, shall conform to the relevant IS or international standards.
- 5) Accuracy of the calibration instruments should be traceable to National or international standards indicating date of calibration and due date of calibration. Calibration and trace ability certificate shall be provided with the Lab instruments.
- 6) The various instruments/devices, small tools, accessories etc. shall be furnished (in applicable cases) with suitable and durable boxes of convenient size, complete with necessary packing etc. in order to have safe storage when not in use.
- 7) Measuring/testing instruments, along with allied accessories shall be suitable for continuous operation (both indoor and outdoor installations as applicable).
- 8) The various equipments / devices, tools, accessories etc., shall be furnished (in applicable cases) with suitable and durable boxes of convenient size, complete with necessary packing etc. in order to have safe storage when not in use.
- 9) The Bidder shall supply testing instruments/ devices, specified hereinafter, for meeting the requirement of the power plant. The Bidder shall be responsible for proper functioning of supplied items, to check and make any necessary additions/tools as required for proper



**1X800 MW COAL BASED NORTH CHENNAI THERMAL
POWER PROJECT STAGE III**



EPC TENDER SPECIFICATION FOR BTG PACKAGE

maintenance and testing of the installed instruments and controls. The Bidder shall also be responsible for erection and commissioning the test equipment where applicable.

- 10) It is obligatory to the Bidder to furnish a complete list of spare parts for these testing/calibrating, instruments/devices. The Bidder shall render guarantee for easy availability of all the spare parts required, especially for the components, which are prone to failure.
- 11) The Bidder shall repair the defective instruments/devices free of cost within the guaranteed period or replace the same if required.
- 12) The Bidder shall submit with the proposal a full list of testing/maintenance equipment/tools offered. A full description and detailed specification of the items offered shall also be submitted by the Bidder for owners approval prior to purchase. Photographs, catalogues, drawings as required shall be submitted with the proposal to provide necessary information pertaining to the items offered. Information for the items offered shall include (as applicable) but not limited to the following:
 - a) Working Principle
 - b) Power supply and other utility details
 - c) Dimensional details
 - d) Mounting details including necessary accessories
 - e) Recommendations (if any) for installation, storage, etc.
 - f) Accuracy (wherever applicable).
 - g) Calibration Certificates for each equipment having National/International Trace ability.
 - h) Make & Model

The maintenance and calibration equipment specified in this section shall be in addition to similar portable equipment required by the Bidder for installation and initial calibration of instrumentation and control equipment furnished by these specifications. The Bidder shall hand over to the Owner all equipment specified in this sub- section immediately after receiving the equipment at the job site. Use of these equipments by the Bidder shall not be permitted without the Owner's consent. Owner has the rights to choose/select/decide the model.

The equipment specified in this section shall be in addition to any special test stands which shall be recommended and supplied by the Bidder for use in calibrating electronic components of the instrumentation and control systems to be furnished.

2.3.15.2 Calibration Standards

The calibration standards shall be traceable to the National Bureau of Standards of the United States of America, comparable Indian Standards, or to applicable standards existing in the country where the equipment is manufactured and tested. The Bidder shall elaborate in the proposal the standards followed for the equipment manufacturing and testing.



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~~Five (3) nos. teak wooden work tables with thick laminated top of size 1x2 meters, Eight (8) nos. high adjustable wheeled swivel chairs, Five (5) nos. vertical cabinets 1000 x 480 x 2000 mm made of sheet steel (Sheet thickness of 18 gauge) and equipped with safety locks, Five (5) nos. open shelf 1000x200x2000 with partitions made of steel shall be provided in addition to Electronic & Pneumatic Lab test bench.~~

Computer Aided Calibration system offered, shall meet the demands of high precision transfer / secondary standards for automatic testing & calibration of temperature, pressure & electrical parameters in quick time and for issuance of simple, error free, reliable, fully traceable calibration certificates conforming to ISO standards / Protocol. Complete lab softwares with life time validity shall be provided by bidder, which shall be loaded on Lab operating station and Lab laptop parallelly. Any lab software mentioned or not shall be provided by bidder. Any software required for any lab instrument/equipment shall also be provided by bidder.

Computer Aided Calibration system shall have also the following facilities: -

1) Automatic Testing and Calibration:

- i) Pressure instruments like pneumatic/hydraulic pressure/ differential pressure vacuum gauges/indicators / transmitters/ switches/controllers, electro-pneumatic instruments P/I, I/P converters.
 - ii) Pressure/differential/temperature/flow transmitters current/pH converters.
 - iii) Analog instruments, such as indicators for pressure, current, voltage etc.
 - iv) Digital panel indicators with additional port for DC current measurement.
- 2) Automatic testing and calibration of all types of temperature measuring instruments including temperature indicators/ recorders/controllers, thermo switches, RTD and Thermocouples of all international standards (range from -20 Deg.C to 1200 Deg.C).
 - 3) An automatic temperature calibration system for simultaneous calibration of multiple temperature sensors.
 - 4) Automatic calibration and system documentation through Lab Operating station and Laptop offered with compatible calibration software.
 - 5) Measuring/testing instruments, along with allied accessories shall be suitable for continuous operation (both indoor and outdoor installations as applicable).

Microprocessor based lab instruments shall be offered wherever applicable. All the microprocessor based maintenance and calibration units should also have provision for data logging facility for keeping calibration/maintenance record with proper communication facility to down load these data on the lab work stations.

The Bidder shall supply testing instruments/ devices, specified hereinafter, for meeting the requirement of the power plant. The Bidder shall be responsible for proper functioning of supplied



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items, to check and make any necessary additions/tools as required for proper maintenance and testing of the installed instruments and controls. The Bidder shall also be responsible for erection and commissioning the test equipment where applicable.

It is obligatory to the Bidder to provide mandatory spare parts for these testing/calibrating, instruments/devices as approved by Owner. The Bidder shall render guarantee for easy availability of all the spare parts required,

All the calibration instruments shall have a common WORK STATIONS along with A3/A4 sized B/W Digital Laser jet printer cum Copier for calibration and report generation. One no. lab laptop shall also be provided by bidder. Specification for WORK STATIONS, Laptop and Printer shall be same as specified elsewhere in the specification.

All the calibration instruments shall be provided with RS232C port for Lab WORK STATIONS & laptop interface with their own interfacing cables & software.

All the portable type lab instruments shall be provided with own rechargeable battery & charger.

~~2.3.15.3 Instrument Work Shop~~

~~The scope shall include the arrangement and installation of instrument workshop equipment supply and connection of all electric power supply including air distribution system.~~

~~2.3.15.4 Electronic Test Bench~~

~~Self-contained test bench made of anodised aluminium for testing and repair of electronic instruments and gadgets shall be furnished. The test bench shall be of modular design, enabling easy change of arrangement/ layout as and when required. This shall include necessary isolating switches, power supply switches, holding brackets, etc. Test bench shall be furnished with thick laminated top. Desk with drawers shall be included.~~

~~The test bench shall include necessary power modules from reputed manufacturers to feed the following sockets mounted on the test bench (Voltage rating is tentative and shall be matched to supply requirements of Bidder's range of products):~~

S.No.	Items	Qty
1	3 pin socket, 240VAC, 4A low-voltage output, earth leakage circuit breaker etc. for whole workstation	1
2	240V AC $\pm 0.5\%$, 1 phase, 50 Hz, 3 kVA supply socket, circuit breaker, as an Isolated supply module	6
3	110V AC, 10 Amp. 50Hz supply socket & 0-260V AC, 1ph, 50Hz (Variat), 10amps with Digital meter for current and voltage	1 no. each
4	Voltage stabilizer 240(+ / - 0.5%) VAC, 1ph, 50Hz, 3KVA	4
5	+ / - 48V DC, 3A with Digital meter for current and voltage	2



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~~The instrument lab shall be provided with necessary cub-boards for storing instruments and documents. One no. 2 sided Folding Aluminium ladder (height 180 cm or better) for maintenance and mounting bracket for ladder shall be provided by bidder in each C&I lab room.~~

~~2.3.15.6 Technical Specification for Laboratory Instruments~~

~~i) Portable Calibrator for Vacuum~~

S.No.	Features	Essential / Minimum Requirements
1	Range	-14.2 to 0 psi
2	Accuracy	+/-0.025% FS
3	Display	7 segment LCD with 4 1/2 digit
4	mA Input	4-20 mA
5	Power supply	Chargeable Battery
6	Accessories	Charger/Adapter, Test Leads, Carrying Case, Manual

~~ii) Portable Digital Multimeters~~

Portable digital multimeters, with high voltage grade leads/probes and suitable casing including carrying strap are envisaged. Digital multimeters shall have 4 1/2 digits read out indicator with automatic decimal point and polarity indicator. Indication shall be in seven segment LCD display. Meters shall be complete with accessories for high voltage, DC current, temperature, and Capacitance and frequency measurements.

Instruments offered, shall have built in overload protection feature. These shall have high resolution and low response time. For AC signals (True RMS) digital multimeters shall have good fidelity over a large range of frequencies. Signals and ranges required to be measured by the meter are furnished in a tabular form below:-

S.No.	Signal type	Range	Accuracy
1	DC voltage	100 mV	+ / - 0.3% +1 digit or better
		1 V	-do-
		10 V	-do-
		100 V	-do-
		500 V	-do-
		1000V	-do-
2	AC voltage	Same as DC voltage	+ / -0.5% of reading + 2 Digits or better
3	Direct Current	200 micro amp.	+ / -0.75 % of reading + 2 Digits or better
		1 mA	-do-
		10 mA	-do-
		100 mA	-do-



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S.No.	Signal type	Range	Accuracy
		1 A	-do-
		10A	-do-
4	Alternating Current	Same as Direct Current	+ / -1.0% of reading or better
5	Resistance	0.1 K ohm	+ / - 0.5% of reading + 2 digit
		1 K ohm	-do-
		10 K ohm	-do-
		100 K ohm	-do-
		1 M ohm	-do-
		10 M ohm	-do-
6	Input resistance	10 Meg ohms	
7	Ambient temp.	0-50 deg.C	
8	Ambient Temp. error from 0-50 deg.C	+ 0.1% of reading	
9	One red indication lamp shall indicate the overload.		
10	Handheld		
11	IEC CAT III 600V Safety rating.		
12	Drop protected to 1 meter		
13	Easy access battery door to change the battery without breaking the calibration seal.		
14	Accessories	Test leads per multimeters, One set of spare test leads per multimeters, Rechargeable Alkaline battery per mutimeter Software & hardware for interfacing per multimeter.	

iii) Digital Multimeter (Table Mounting Type)

High standard multimeters are envisaged for the instrument shop. The multimeters shall offer simplicity in operation. The multimeters shall have a built in automatic overload protection. The meter shall offer ease and simplicity in operation to render the instrument in use after overload protection being operated. The instrument shall offer a good fidelity over a large range of frequency. Temperature compensation shall be built in.

The components inside the instrument shall be impervious to moisture. The multimeters shall be complete with suitable cover. Each multimeter shall include two (2) high voltage grade loads which shall be interchangeable. Spare loads/probes with clips shall be supplied with multimeter. Voltage multiplier, high and low resistance range extension unit with suitable replaceable battery may be offered. Ranges and accuracy of the multimeters shall be as per the table below: -

1) ~~For 7 and 1 / 2 digit multimeters~~

S.No.	Signal type	Ranges	Accuracy
1.	DC voltage	3 mV to 10KV	+ / - 0.002%



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2.	AC voltage	3 mV to 3 KV	+ / - 0.08%
3.	Alternating current	3 Micro amps to 30 Amps	+ / - 0.2%
4.	Direct current	-do-	+ / - 0.01%
5	Resistance	30 m Ohms to 1 G ohms	+ / - 0.003%

2) For 5 and 1 / 2 digit multimeters

S. No.	Signal type	Ranges	Accuracy
1.	DC voltage	100mV to 1000V	+ / - 0.025%
2.	AC voltage	100 mV to 750 V	+ / - 0.025%
3.	Alternating current	1 mA to 10 A	+ / - 0.2%
4.	Direct current	-do-	+ / - 0.01%
5	Resistance	100 Ohms to 100 M ohms	+ / - 0.003%

3) Other functions:

- a) Power supply : 240V single phase
- b) Display : 5 ½ digit, 7 ½ digit
- c) Resolution : 10 Micro Volts
- d) Auto/Manual ranging facility.
- e) Meters shall be complete with accessories for high voltage, DC current, temperature, Capacitance and frequency measurements.

4) Special features:

- a) Self test Mode
- b) Diode/Zener Test
- c) Max/Min functions
- d) Continuity Testing
- e) A.C./D.C. Coupled facility
- f) Countdown and sample beep on long filter periods
- g) Oxygen free copper input terminals

- 5) Accessories : Test leads per mutimeter One set of spare test leads per mutimeter Rechargeable Alkaline battery per multimeter. Software & hardware for interfacing per multimeter.

iv) ~~Manometers~~

a) ~~U-Tube Manometer~~



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c) ~~High Temp Portable Dry block type Calibrator :~~

~~Instrument shall meet the following requirements as a minimum.~~

S.No.	Features	Essential / Minumum Requirements
1	Range	150°C to 1200°C
2	Type	Removable Insert type.
3	stability	± 0.2°C
	Radial homogeneity	± 0.2°C
4	Measuring hole	Bore size ranging from 5 mm to 15 mm
5	Calibration volume	Sufficient to accommodate above bore sizes in single insert
6	Accessory	Standard Thermocouple traceable to International Standard, surface sensor calibration kit, black body target kit.

xii) ~~RCL Meter~~

~~The instrument shall be microprocessor based and programmable with front keyboard operation. Test frequency shall be 3 M Hz. Accuracy shall be of 0.05%. The instrument shall have a digital indication of inductance. Capacitance, resistance, impedance, phase angle, Q factor, admittance and Reactance etc. value with auto ranging facility.~~

S.No.	Features	Essential / Minumum Requirements
1	Resistance	10 Ohms to 10 M Ohms in seven full scale ranges with least count 10 m Ohms in 10 Ohms range.
2	Capacitance	1000 PF to 1000 micro F in seven full scale ranges with least count of 1 PF in 1000 PF range.
3	Inductance	1000 micro H to 1000 H in seven full scale ranges with least count of 1 micro H in 1000 micro H range

~~The final ranges shall be as decided during detailed engineering and subject to Owner's approval. RCL meter shall be supplied complete with probes, leads, clips, connectors, power supply cords, & other accessories etc.~~

xiii) ~~In Circuit Tester~~

This shall be provided for functional testing & various types of ICS used in different electronic modules. It shall also be possible to functionally test various industry standard ICs. Proven test methods, like signature I V-I trace methods shall be used. Suitable PC (as per latest trends) with SVGA colour monitor 19" LED monitor shall be provided along with the necessary software for achieving the same. The testing shall be possible both in In circuit and Out circuit modes The system shall be complete including all necessary hardware, Software, Cabling, Power packs etc.



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xiv) ~~Function Generator~~

S.No.	Features	Essential / Minumum Requirements
1	Operational Mode	Continuous, Triggered, Gated, Burst mode
2	Frequency range	0.002 Hz – 80 M Hz
3	Waveforms	Sine, Triangle, square, Negative square.
4	Amplitude	100 mV to 20 V p-p (into open circuit) 50 mV to 10 V p-p (into 50 ohms)
5	Frequency accuracy	+ / - 1 %
6	Sine wave distortion	less than 0.5%
7	Frequency stability	< 0.05% for 10 min. < 0.1% for 1 hr. < 0.5% for 24 hrs.
8	Power	110V AC / 240V AC / 24V DC

xv) Dual Beam storage type Digital Oscilloscope

Dual beam storage type oscilloscopes with color LCD display shall be supplied for the instrument shop. It shall incorporate latest state of art in design. Low watt dissipation and light weight shall be preferred. Simple direct reading controls arranged functionally shall be there in the front of the cabinet. Positive and negative triggering circuit selection shall be done easily by a selector switch. Auto range, auto set menu, automatic wave form measurement, shall be inbuilt features. Intensity/brightness shall be controlled from the front. Oscilloscope shall have a bandwidth from DC to 200 MHz (minimum). The oscilloscope shall have a minimum sensitivity of 2 mV/div.

S.No.	Features	Essential / Minumum Requirements
Time base		
1	Sweep rate	5 nano seconds/div.
2	Raise time	3.5 nano seconds
3	Accuracy	+ / - 5% or better
4	Power supply	240V, 1 pH, 50 Hz
Horizontal Amplifier		
1	Input impedance	1 M ohms (min.)
2	Band width	DC to 200 MHz
3	Operating Station	8 x 10 cm, P31 phosphor operating station with 0.45 cm/division
4	Display modes	Coloured display with Nonstore, bistable, variable persistence, fast bistable, Fast variable persistence
5	Calibration	Rectangular wave for calibration and probe adjustment
6	Accessories	a. One trolley with one lower rack is Envisaged for Carrying the Operating Station from one point to



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S.No.	Features	Essential / Minumum Requirements
Time base		
		other. b. High voltage grade, probe with suitable screening etc. c. Software & hardware for interfacing.

xvi) Tachometer

~~Digital Tachometer with contact and optical measurement facility in single instrument shall be supplied. Tachometer shall have measurement unit selection facility for rotational and linear velocity measurement and the same shall also be displayed. This instrument shall be offered with contact and non-contact pickup tips.~~

S.No.	Features	Essential / Minumum Requirements
1	Range i) Optical Mode ii) Contact Mode iii) Linear Mode	10 to 99999 rpm 10 to 20000 rpm 1 cm/sec to 1000 m/min.
2	Accuracy	±0.01% of indicated reading for optical mode & ±0.05% of indicated reading for contact & linear mode
3	Display	5 digit LCD for measurement+ Measuring unit
4	Sampling rate	0.5/1.0 second
5	Operational Mode : -Hold -Lock	Sample
6	Operating temp.	0-50°C range
7	Power supply :	Built in 9.0 volts Rechargeable battery
8	Accessories	Carrying case, One set of spare battery with Chargers Tripod & adopter, Contact adapter, surface-speed wheel, convex and concave tips, reflective tapes, battery carrying case, etc.

xvii) Soldering iron

S.No.	Features	Essential / Minumum Requirements
1	Use & performance	Electronic soldering iron specially engineered for long Lasting heavy duty and production line use fast heat up and quick recovery timing efficient heat transfer assure steady tip temperature and superior performance. All micro-electronics soldering application. Low current leakage and



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S.No.	Features	Essential / Minumum Requirements
		infinite heat insulation of element eliminates risk and damage to transistor integrated circuit and other electronic components and assure the safety of the operator.
2	Wattage & Qty	a) 10 Watts - 1 b) 25 Watts - 1 c) 40 Watts - 1
3	Supply voltage	240V AC , 50 Hz
4	Accessory	Soldering Rod iron

xviii) **Solder Sucker**

Solder sucker shall be provided for removal of molten solder from terminal connections.

xix) **Soldering Desoldering station**

The soldering! Desoldering station shall have the following features:

- Two adjustable temperature controllers with maximum setting of 430 deg C (for soldering purpose) and maximum setting of 385 deg C (for desoldering cum sucking purpose)
- Digital displays for the temperature settings and actual temperatures (A common display unit with provision for selection of settings or actual temperature may be provided.)
- Vacuum pump with analog gauge meter having range of -1 bar to 0 bar.
- All required accessories like soldering! Desoldering attachments. Soldering bits of various sizes, magnifying glass etc. shall be provided.

~~xx) **Potentiometer/Rheostat**~~

~~Wire wound continuously variable rheostat/potentiometer shall be provided. Sliding part & brush shall be rated to withstand the current flowing. Insulation resistance shall be more than 5 M ohms at 500 V DC between the terminal and case.~~

Quantity :
~~2A : 2 Nos. (5000 Ω)
5A : 2 No. (47 Ω)
2A : 2 No. (470 Ω)
10A: 2 No. (470 Ω)
2A : 2 No. (2200 Ω)~~



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xxi) AC Thermometry Bridge

S.No.	Features	Essential / Minumum Requirements
1	Resolution	0.0001°C
2	Range	- 200 to 800°C
3	Display	7 1/2 digit
4	Sensor	To support 0.25 ohm to 1000 ohms PRT.
5	Interface	RS232, galvanically isolated with Software & hardware for interfacing.
6	Power	240V AC 50/60 Hz
7	Accessories	As required for System

xxii) Mercury thermometers

S.No.	Features	Essential / Minumum Requirements
1	Applicable Standard	National Bureau of Standards & ASTM PTC 19.3-1961
2	Type Bulb/Stem Scale	Mercury in Glass Mercury in glass Red reading mercury tubing with figures and graduations clear bold and precisely placed
3	Material Bulb/Stem Scale	316 SS Hardened Borosilicate glass
4	Range	-30 to + 20 deg.C 0 to 50 deg.C 50 to 100 deg.C 100 to 150 deg.C 150 to 200 deg.C 200 to 250 deg.C 250 to 300 deg.C 300 to 350 deg.C 350 to 400 deg.C 400 to 450 deg.C 450 to 500 deg.C 500 to 550 deg.C 550 to 600 deg.C
5	Accuracy	+/- 0.5 of graduation
6	Graduation	0.1 deg c for lower range & 1 deg C. for range > 200deg c.
7	Connection	M 20 x 1.5
8	Application	For field testing of performance of local Instruments.



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~~xxiii) Flow meter calibrator (for all types)~~

S.No.	Features	Essential / Minumum Requirements
1	Accuracy	+/- 2%
2	Range	a. 0 – 1000 mmwcl b. 0 – 6000 mmwcl c. 0 – 30000 mmwcl
3	Display	3 digit LCD

~~xxiv) Stop Watch~~

S.No.	Features	Essential / Minumum Requirements
1	Type	Handheld, non- magnetic bevelled movement with two hands
2	Resolution	1/5 seconds
3	Range	30 minutes
	Display	Analog & Digital both

~~xxv) Digital Thermograph/Hygrometer~~

~~A microprocessor driven thermograph/hygrometer with inbuilt sensor powered by rechargeable batteries shall be provided. Suitable charger (inbuilt / standalone type) shall also be provided. This shall be able to display temperature and RH simultaneously, Maximum/Minimum memory for RH & temp. and Temperature Compensated RH measurement. The Digital Thermograph/hygrometer shall meet as a minimum the following requirements:~~

S.No.	Features	Essential / Minumum Requirements
1	Range	-20°C to + 50°C & 2% RH to 98% RH
2	Temperature Sensor	Thermistor
3	Humidity Sensor	Resistive Polymer
4	Resolution	0.1°C, 1% RH
5	Accuracy	Temp. ± 1°C / Humidity ± 5%

~~xxvi) Portable Flue gas Analyser~~

~~The Bidder shall furnish one no. microprocessor based portable gas analyser for field determination of the individual quantities of carbon monoxide, oxygen, NO, NO₂, SO₂ and hydrocarbons from flue gas samples. All hardware, Gas Cylinders for calibration and chemicals required for operation of the analyser shall be furnished.~~



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S.No.	Description	Size / Range	Qty
	driven to wind wires of dia 0.001" to 0.036"		
8	Electrically operated wire wrap 0.2 mm to 1 mm 1		1
9	Panel wiring tool Kit (refer detail below)		5

~~Each Standard tool box must include 1 no. mallet, 1 no. hammer of each type, 1 no. adjustable spanner, 1 no. file like flat, semi-circle, round type, 2 no. Teflon tape, 2 no. insulation tape, 2 no. Allen key (mm and inches), 2 no. soldering lead, 1 no. Vernier calliper (digital indicator), 1 no. screw gauge, 1 no. spirit level, one no. thread pitch gauge for male/female thread in addition to standard items as provided.~~

~~Each Panel wiring tool kit must include 1 no. Combination pliers (straight), 1 no. Crimping tool (up to 6 sq. mm), 1 no. Stripping tool (up to 10 sq. mm), 1 no. Stripping tool (up to 40 sq. mm), 1 no. insulation removal tool, 1 no. Cutting tool (up to 50 sq. mm), 1 no. Flat bladed screw driver uninsulated, 1 no. Flat bladed screw driver insulated, 1 no. Star type screwdriver, 1 no. Torque screw driver, 1 no. Universal control cabinet key, 1 no. Electrician plier (AC/DC), 1 no. Tool kit bag, 1 no. each Mandatory spares for crimping and stripping tools in addition to standard items as provided.~~

xxix) mV Calibrator

This instrument shall provide an accurate and reliable measure of millivolt thermocouple signals and shall generate millivolt signals for calibration of receiver type instrumentation. The instrument will contain built in electronic null detector and standard cell. Manual/automatic reference junction compensation shall be provided for thermocouple measurements. The instruments shall meet or exceed the following requirements:

S.No.	Features	Essential / Minumum Requirements
1	Input range – selectable	0 – 10 mV DC 0 – 200 mV DC
2	Output range – selectable	0 – 10 mV DC 0 – 200 mV DC
3	Protection	0 – 200 mV DC
4	Accuracy	0.05% for 100% range
5	Ambient temperature	0 – 50°C
6	Ambient temperature error	0.02% of span from 0 – 50°C

xxx) mA Calibrator

~~This instrument shall provide an accurate and reliable measure of milliamp signals for use in calibrating receiver type instrumentation. The instrument shall be power by a self-contained rechargeable battery pack and shall include a battery charging circuit which operates automatically when the instrument is connected to a 240V AC supply. The instrument shall be~~



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S.No.	Features	Essential / Minumum Requirements
10	Power supply	240V AC, 50 Hz with rechargeable Ni-cd batteries
11	Operating temp.	60 deg.C
12	Pressure connection	1/8 and 1/4 inch BSP and NPT
13	Accessories	1. Calibration pressure pump 2. Current output modules 3. Instruction Manuals 4. Carrying case
14	Application :-	Calibration of pressure/diff.pr. transmitters, pressure switches and converters etc.

~~xxxiv) Vacuum Calibrator~~

S.No.	Features	Essential / Minumum Requirements
1	Range	-12 to 0 psi
2	Accuracy	+ / - 0.025% FS
3	Display	LCD Seven Segment
4	mA Input	4-20 mA
5	Power supply	9V Alkaline Battery
6	Accessories	Charger/Adapter, Calibration Vacuum Pump, Test Leads, Carrying Case, Manual

~~xxxv) Multi Function Calibrator~~

The portable unit is intent to measure electronic transmitters, RTD's, Thermocouples and act as a source for calibration of secondary instruments and system inputs. The instrument shall be digital LCD display and shall display simultaneously both input measured value and output signal. Multi meter shall be small stream lined shape, MAKES IT EASY TO CARRY. It shall be rugged, reliable design stand up to field use. It will be easy to read measure/source screen and view input and output simultaneously.

Data entry shall be through numeric entry function keys. Instrument shall have built in diagnostic and auto calibration facilities & shall also be capable of measuring voltage, current, thermocouples, RTD's & frequency and stimulation of corresponding primaries including two wire transmitters.

S.No.	Features	Essential / Minumum Requirements
1	Accuracy	+/- 0.025% typical
2	Thermocouple	Type J,K,T,E,R&S
3	RTD	Pt-100 Ohms
4	Volts	0-10V, Resolution 0.2 mV
5	Millivolts	-10-120 mV, Resolution 2 Microvolts



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S.No.	Features	Essential / Minumum Requirements
6	Current	: -5-60m Amp Resolution 1 micro amp.
7	Ohms	0-4000 Ohms
8	Frequency	120-50 KHZ
9	Power supply	240V, AC 50 Hz
10	Common Mode	80 db at 60 Hz or better rejection
11	Normal mode rejection	40 db at 60 Hz or better
12	Linearity	+ / - 0.005 percent of span
13	Repeatability	+ / - 0.005 percent of span
14	Ambient temp.effect	+ / - 0.005 percent/deg.C
15	Long term stability	+ / - 0.00025 percent/100 hr non-cumulative
16	Ambient temperature	50 deg.C
17	Input protection	Upto 140V DC
18	Input/output isolation	300V DC, 50 M Ohm

Calibrator shall be furnished with RTD simulation facility, external charged battery pack, test leads, set of fuses, instruction manual. In addition one set of spare battery pack as well as charger for spare battery pack shall be supplied with each instrument.

~~xxxvi) Pressure & Vacuum Air Pump~~

S.No.	Features	Essential / Minumum Requirements
1	Type	Double stage, combination pressure and Vacuum Pump
2	Range in Pressure	Upto 25 kg/cm² for intermittent duty Upto 10 kg/cm² for continuous duty
3	Range in Vacuum	Upto 760 mm of mercury
4	Capacity	0.03 mm³ per minute at 1 kg/cm²
5	Drive	Fan cooled motor suitable for 415V, 50 Hz, 3 phase AC power supply with cable and starter
6	Accessories	i) Bleeder valves in inlet outlet lines For Desired vacuum or pressure setting xiii) 50 mm dial pressure gauge of range 0-25 kg/cm² iii) 50 mm dial vacuum gauge of range 0-760 mm of mercury iv) Lubricator exhaust trap v) Hose nipples vi) Intake filters vii) Other necessary accessories
7	Other Particulars	Pump seals shall be self adjusting type Without Packing
8	Application	Calibration of draft gauges, vacuum gauges / Transmitters and compound gauges



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- v) ~~Digital read-out of electrical as well as pressure signals.~~
- vi) ~~Selection facility for reading pressure in five engineering units.~~
- vii) ~~Generation of DC supply voltage to electronic transmitters.~~
- viii) ~~Over pressure protection~~
- ix) ~~The instrument shall have re-chargeable battery as power back-up and shall be complete with all accessories viz. Battery Charger etc.~~

xlii) ~~Portable Analogue & Digital Vibration Meter~~

~~This instrument shall measure vibration of machinery in terms of displacement, velocity and acceleration. Power supply shall be by self contained replaceable batteries.~~

- a) ~~Displacement Range :0 to 3000 microns peak to peak.~~
- b) ~~Velocity range : 0 to 3000 mm/sec.~~
- c) ~~Acceleration range : 0 to 100 g's.~~

~~The instrument shall be furnished complete with vibration pick-up, straight probe. Carrying case and one meter cord for connecting pick-up to meter. Vibration Meter shall be of digital and analogue type separately. One extra cable of 10 meter long connecting the sensor & Electronic unit to take vibration measurements of vertical pumps to be supplied.~~

~~Note: Analogue meter is used to find out any vibration due to electrical problem in the motor by measuring the transient vibration.~~

xlii) ~~Vibration/ Shock Pulse Analyser cum Data Collector cum Balancer~~

S.No.	Features	Essential / Minumum Requirements
1	Frequency Range	DC and 21 cpm (0.36 Hz) to 1,500,000 cpm (25K Hz)
2	Acceleration Input	21 to 1,500,000 cpm or 120 to 1,500,000 cpm
3	Velocity Input	21 to 1,500,000 cpm or 120 to 1,500,000 cpm
4	Displacement Input	21 to 1,500,000 cpm or 1500 to 1,500,000 cpm or 120 to 1,500,000 cpm
5	Voltage Input	30 V DC (Aux. 2 I/P) or 5 V DC (Aux. 1 I/P)
6	Power	6 volt, 2.4 A hr rechargeable battery Min. operating time - 6.5 hrs.
7	Environment	Operating temp. Range -18°C to 60°C
8	Relative Humidity	0-95% non condensing
9	Splash	Resistant, sealed case
10	Output	RS 232 C port with HART for communication to 115,200 baud.
11	Accessories	As required with complete software.
12	Application	Analyzing bearing condition, measuring machine vibration & checking of rotational speed.
13	Type of Measurement	Acceleration, Velocity, Displacement, Phase, FFT,



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S.No.	Features	Essential / Minumum Requirements
1	Accuracy	$\pm 0.03^{\circ}\text{C}$
2	Feature	Errors introduced by thermocouple loading can be removed by adjusting controller offset
3	Stability	$\pm 0.05^{\circ}\text{C}$ at $20^{\circ}\text{C} \pm 10^{\circ}\text{C}$
4	Ambient Range $^{\circ}\text{C}$	2°C to 65°C
5	Stabilising time	10 minutes from 44°C
6	Thermocouple Capacity	Up to 50 Double Junction Channels
7	Monitor / Fitted PRT	4 wire Connected PT100, 1/3 Din, $\pm 0.1^{\circ}\text{C}$ Accuracy
8	Alarm facilities	Non-latching relay rated 5 Amps 240V

iiiii) ~~Portable H2 Gas Analyser (Microprocessor based):~~

S.No.	Features	Essential / Minumum Requirements
1	Case Purity	0 to 100% H2 in Air.
2	Purge	0 to 100% H2 in CO2 or 0 to 100% air in CO2
3	Hydrogen Flow rate	100 to 700 CC/min.
4	Output Signal	4-20 m Amp.
5	Display	Digital with Gas Purity in real time.
6	Power	With rechargeable battery
7	Accessories	As required i.e Flow meter, flow control valve, pump with complete software.

iv) ~~Fiber Optic Testing Tool Set~~

- Source and Power Meter – Optical Loss Test set (OLTS)
- Reference Test Cables
- Fiber Tracer and Visual Fault Locator
- Optical Time Domain Reflectometer (OTDR)
- Cleaning material like Lint free Cleaning wipes.
- Optical Fibre Cable Joining Kit.

iv) ~~Industrial portable Vacuum Cleaner~~

~~A compact, mains powered industrial portable vacuum cleaner (wet & dry type) designed for 240V AC, 50 Hz with all accessories shall be supplied.~~

~~Application : With blowing and sucking facility for cleaning the control panels, C&I Lab instruments, housekeeping of C&I Lab etc.~~



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lvi) Tong Tester

Electronic type tong tester shall be suitable for measuring the current range of 0-5/10-15/30 Amps AC and DC. Auto ranging and 3 ½ LCD facility shall be available. It shall have swivelling joint between tongs and meter to facilitate easy reading.

lvii) Pitot Tube

S.No.	Features	Essential / Minumum Requirements
1	Type/Construction	Pitot tube with direct mounting type on pipe
2	Materials	
a	Body	SS316
b	Nipple	SS316
c	Gaskets	Teflon
3	Bolts & nuts	SS316
4	Flange	SS316
5	Process Connection	1 ½" Flanged
6	Instrument connection	½" NPT (F) through needle valve Length: To suit the PA/SA/FD Duct off line flow measurement
7	Differential Pressure range	(To suit the accurate flow)
8	Accessories	Bolts, Nuts, Cover plates, Adapter and Gaskets SS tag plate as required
9	Tests	Tested at two hundred (200) percent of the Maximum process Pressure.

lviii) Stroboscope

S.No.	Features	Essential / Minumum Requirements
1	Power Supply	240 V AC 50 Hz supply
2	Display	4 and 1/2 digit LCD
3	Accuracy	+ / - 0.1% Digital LCD
4	Low range	100-1000 rpm.
5	High range	100-10000 rpm
6	Sampling line	1 sec or better
7	Flash tube	Xenon lamp with Flash color white 6500K. with automatic flash control
8	Accessories	Adopter, Rechargable Batteries, Charger, case etc.

lix) Auto Transformer

S.No.	Features	Essential / Minumum Requirements
1	Max. input voltage	250V, AC 50Hz, Single phase
2	Max. output voltage	0-112%, Single Phase



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S.No.	Features	Essential / Minumum Requirements
5	Accuracy/Uncertainty	0.5 °C
6	Calibration Certificate	To be provided from accredited LAB
7	Accessories	Connecting cable, extension wire, carrying case
8	Type of End Seal	Long crimp on stainless steel pot seal epoxy resin backed
9	Swaged Tip	2.0mm (approx. 50mm long)

lxi) **Overhead Interactive White Projection board**

Two Nos. of overhead projection board (Interactive White Board) with complete accessories, software i.e one for conference room at service building & one for training room shall be provided by bidder. These boards shall act as I/O device from/to the desktop computer or laptop computer. These Interactive white boards shall be provided with following minimum features

- Two (2) nos. of USB port required for interfacing with PC/Laptop.
- Screen size 79" or better.
- Hand writing recognition with multi touch function
- Scroll down facility with wireless facility enabled.
- Remote conferencing enabled
- Should support OS: Windows, Mac and Linux
- Accessories as Stylus Pens & eraser including one spare set, VGA cable, wall mount brackets etc.
- Minimum 1 KVA industrial grade UPS with 60 minutes Ni Cd battery backup for each overhead projection board.

lxii) ~~Projector with white marker board.~~

~~One no. projector with white marker board size of 80" shall be provided by bidder for conference room at Administrative building. The projector will be have following minimum features:~~

~~DLP/LCD based technology, Minimum 3000 lumens, minimum contrast ratio 400:1, uniformity of minimum 90%, with wireless adapter, USB port, with in-built speaker, able to provide Full HD view, motorized zoom & focusing, Optional lenses in built for short & long throw, auto image feature depending upon input, with universal inputs like VGA, S video input, Composite video, IR, Audio, etc. and Network capability.~~

lxiii) ~~Portable pH Calibrator/Simulator~~

~~To Check & calibrate the pH analysers/measuring equipments, compact portable pH simulator/calibrator with LCD digital display shall be supplied by bidder.~~

S.No.	Features	Essential / Minumum Requirements
1	Range	0-14 pH in steps of 1 pH



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- iv) ~~Enables the owner/end user to make a precise assessment of the condition of a system and perform timely & cost effective maintenance.~~

lxv) Logic Probe

~~Logic probes shall be furnished to test the computer systems. It shall operate in pulse & normal mode. It must be capable of testing all digital logics such as CMOS, TTL; DTL etc. logic probes are envisaged to check the status of the binary logic modules. These shall be LED with current limiting resistor etc. with each of the logic probe. The LED shall glow whenever test point is touched by the probe and logic. '1' shall be present at the test point. Logic probe shall be protected from overload and shall have pulse stretching facility. Pulse repetition frequency up to 80M Hz for TTL and 40M Hz for CMOS circuits. Types of logic probe necessary shall be guided by the types of binary logic supplied by the Bidder.~~

lxvi) Marker Printers:-

For Printing of silicon and halogen free labels of Polyamide, marker printers with high-speed UV hardening technology shall be provided by bidder. The printing method is based on a print head with a LED UV Unit for hardening the fluid. The Labels printed with UV technology can with stand temperature from - 400C to 120 0C. The Printers shall be capable of printing various types of printing suitable for Cable marking, terminal marking and equipment marking. The printer should come with software that supports all types of printing used of marking. All software shall be loaded in separate operating station.

Marker Printers with High-speed UV hardening printer shall comply standards like DIN EN ISO 1043-4, DIN EN ISO 4892-2 AND DIN EN ISO 60068, DIN EN ISO 175, DIN 50018, DIN EN ISO 2409, IEC 60947-7-1/2, IEC 60068-2-11/52 and EN 60464-2:-2001 etc.

Accessories:

- i) Terminal marker card for 5mm, 6mm, 8mm & 10 mm Pitch (250 No.Each)
- ii) Wire Marker Card for wire diameter 1.9mm, 2.1mm, 2.9mm 3.1mm 3.6mm,4.4mm, 4.9mm,5.6 mm 7.5mm and more than 7.5mm. (250 No. Each)
- iii) Equipment Marking Card with carrier (200 No.).
- iv) Ink Cartridge for Printing above material (25 Nos.)"

lxvii) D.C. Regulated Power Supply

Bidder shall supply D.C. Regulated Power Supply designed with latest state of the art electronic and IC technology. D.C. Regulated power supply shall have the following features:

S.No.	Features	Essential / Minumum Requirements
1	Voltage Range	0 to +60V DC, 5 Amps. (Floating) (Continuously adjustable)



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S.No.	Features	Essential / Minumum Requirements
2	Voltage/Current Range meters	0-60V/0-10 A
3	Display	LCD
4	Meter Accuracy	+/- 2% FSD
5	Power Supply Connection	240V AC, 50 Hz.
6	Output Impedance	50 Ohm or less.
7	Load Regulation	0.1% variation in voltage & 0.2% variation in current
8	Drift in 8 Hours	0.1% variation in voltage & 0.2% variation in current
9	Ripple and Noise	Less than 1mV
10	Setting Resolution	20mV / 20mA
11	Temperature Coefficient	0.05% per Deg.c
12	Accessories	Test cords and clips are required.
13	Quantities	4 nos.
14	Power supply shall be short circuit proof and crowbar protected.	

~~lxviii) Video Conferencing System~~

~~In the discussion room -2/conference room, video conferencing system facility with dedicated internet connection shall be provided as per detailed below, so as to talk to other thermal power station, load dispatch centre, TANGEDCO Headquarters etc. Supplier shall be infocomm, USA Certified member.~~

S.No.	Description	Quantities
1	Video Conferencing System	1 set
2	Full HD 55 inches Professional Display Unit with built in speakers.	1 set
3	Wall Mounting Bracket suitable for above display unit.	1 set
4	Minimum 2 KVA industrial grade UPS with 60 minutes Lead acid plante type battery backup	1 set

~~Essential features:~~

- ~~i) Provides TV-like video quality and up to 720p (incoming).~~
- ~~ii) Codec and camera must be separate so that codec will go into cabinet and camera can go below the display unit.~~
- ~~iii) H.264 video support up to 4Mbps and ISDN up to 512 Kbps (4xBRI)~~
- ~~iv) 6-site multiparty conferencing via embedded MCU~~
- ~~v) Advanced data sharing capabilities~~
- ~~vi) Data pod must be supplied with inputs for VGA, Audio and USB for making presentations.~~
- ~~vii) Live Recording of video conferencing session in point to point, Multi point or in idle mode and the recording must be within the codec itself without relying upon external~~



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S.No.	Features	Essential / Minumum Requirements
1	Temperature Range	-30°C to 2000°C
2	Resolution	0.1°C (below 200°C) or 1°C (above 200°C)
3	Accuracy	+ / - 1% rdg or + 3°C, which ever is greater
4	Repeatability	+ / - 0.5/1% rdg + 1 digit
5	Spectral Response	8-14 microns
6	Response Time	500 m.sec
7	Emissivity	0.95
8	Power Source	9V alkaline or lithium battery
9	Accessories	Carrying Case, Instruction Manual, Lens Cap, Data Log facility, 16 GB memory card, batteries, battery chargers safety wrist straps, output interfacing cable etc.

~~Ixxi) Grinding Wheel:~~

S.No.	Features	Essential / Minumum Requirements
1	Material	i. Aluminium Oxide ii. Silicon Carbide
2	Grain Size	Coarse, Medium, Fine, Very fine.
3	Grade	Soft, Medium, Hard.
4	Wheel Structure	Dense, Normal, Open
5	Bond type	Resinoid, Shellac, Rubber, Silicate, Vitrified

~~Ixxii) Frequency Counter:~~

S.No.	Features	Essential / Minumum Requirements
1	Type	Universal, Dual Channel
2	Display	8 digits with Hz, kHz, MHz, GHz, S, ms, µSec, nS
3	Range	0.01 Hz to 120 M Hz & 50 M Hz to 2.7 GHz
4	Sensitivity	10mV RMS typical & 50 m V RMS
5	Time base Stability	+ / - 1 PPM
6	Features	i) Trigger Function ii) Frequency ratio measurement function iii) Time Interval measurement function iv) External frequency standard input

~~Ixxiii) Portable Conductivity Meter~~

~~To Check & calibrate the conductivity analysers/measuring equipments, compact portable conductivity simulator/calibrator with LCD digital display shall be supplied by bidder.~~



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S.No.	Features	Essential / Minumum Requirements
1	Range	0.001 micro Siemens/cm to 1000 mS/cm
2	Accuracy	+/- 0.01 micro Siemens/cm of reading
3	Resolution	+/- 0.01 micro Siemens/cm
4	Temp. Coeff.	0.00 to 10.00 %/Deg.c
5	Power Source	Built in chargeable Niced battery with battery Check switch and indicator.
6	Lab OWS connectivity	Yes
7	Range Mode	Auto mode, Fixed mode.
8	Accessories	Connector leads, Carrying case etc.

Ixxiv) Vibration Pick-Up Tester

Instrument shall be suitable for testing of both non contact and seismic probes supplied by the machine monitoring instrument supplier. Shaker table to simulate the required vibration levels so as to check and validate the vibration pickups is to be supplied.

Ixxv) Stabilised Power Supply

Bidder shall supply stabilized power supply designed with latest electronics and IC technology. It shall have the following minimum features.

S.No.	Features	Essential / Minumum Requirements
1	Voltage Range	0-240V AC, continuously adjustable.
2	Power supply consumption	240V AC, 50 Hz
3	Indication	Meters indicating voltage and current shall be integral with power supply
4	Load Regulation	0.25% variation in voltage

Ixxvi) Continuity Tester

Continuity tester shall be electronic and battery operated. A hooter shall be provided which will sound when continuity detected. Tester shall be supplied with battery charger, lead wires and probes. The tester shall be kept in a carrying case.

~~Ixxvii) Optical time Domain reflectometer~~

- ~~1) A recording optical time domain reflecto meter (OTDR) will be utilized to test for end-to-end continuity and attenuation of each optical fiber. The OTDR shall be equipped with data storage (1 GB internal flash memory min.), printer, help feature, compare trace features and OTDR software. The data storage unit must include a built-in memory drive capable of storing a minimum of 100 test traces. Display shall be colored 6 inch TFT minimum. OTDR shall have built in power meter & visual fault locator.~~

4.03.03.04 Specifications for Operator Station, Engineering Work Stations

Each operating station & Engineering work stations and any other work stations/PC envisaged in plant shall meet following minimum requirements & as per latest trends at the time of supply:

- On board Intel – Xeon quad core, 3.46 GHz processor with 1066 MHz bus with Hyper threading or higher.
- 4GB DDR3 RAM (min.)
- 1 x 1000 GB IDE Hard Disc Drive of 7200 RPM or higher
- 1024 MB Graphic Accelerator
- System chipset: Intel Express
- 2 x RS – 232 ports
- 1 x parallel port
- 4 nos. USB ports. (2 nos. on front side)
- 1 x 52X DVD/CD Read Drive
- 16 X DVD R/W Drive
- 2 x Ethernet (10 / 100 / 1000MB) cards (Industrial Grade)
- UXGA graphics and monitor 1920 X 1080, 256 colours with MRPII compliant, viewing angle 178° vertical & Horizontal and fastest response time.
- 1 x windows XP/7 Professional or latest & proven version of Windows OS professional with Multimedia
- Ethernet adapter
- Third party operating system, graphical users interface and software, if required.
- 2 nos. graphic output crads minimum

- Optical mouse
- Sound card
- Internal speakers
- Wireless internet & Blue tooth Interface
- Redundant power supply (In built)
- General MS Windows latest, MS-Office Professional, Adobe Acrobat, anti-virus McAfee or equivalent, AutoCAD etc.
- Application engineering & HMI software - to suit project Specific requirement
- All OWS shall be interchangeable

Preferred makes of OWS/EWS/PC's are DELL, HPCOMPAQ, NEC & IBM.

4.03.03.04.01 Peripherals for Operator Station, Engineering Work Stations & Server System

4.03.03.04.02 Full flat Monitors with LED back lighting

The bidder shall furnish OWS/EWS/Servers/PC with coloured **Full flat Monitors with LED back lighting**. OWS/EWS/Servers/PC with **Monitors** shall have a fast cursor control device like a track ball/optical mouse. All **Monitors** shall be of high resolution colour graphics type and with not less than 32 colours. The picture frequency shall not exceed 85 Hz. The resolution required is 1920 X 1080 pixel or better. The picture shall be stable and completely free of any flickering. The screen illumination shall be enough to give good readability. The screen dimensions shall not be less than 24" screen diagonal.

Antiglare hard coating shall be provided. High reliability and long life 24" (Industrial type) or better size monitors shall be supplied by the bidder. **Monitors** shall be equipped with all adjusting elements accessible on the front plate. Monitors with 3D capabilities for graphics shall be provided by bidder.

Monitors along with keyboard & optical mouse shall be mounted on supervisory control console specified elsewhere in the specification.

4.03.03.04.03 Key Board:

Functional key boards for plant operator station shall be of special type adopted to operation tasks and monitor functions. It shall contain all keys necessary for plant operation arranged in an ergonomically manner. Multi function keys shall be provided with automatic display for modified functions. Freely programmable keys (Minimum 101) shall be available for special user application.

Key Board shall be integrated into supervisors control consoles horizontal part.

Provision of functional keyboard shall be in addition to facility for operator control through mouse/track ball.

Membrane type keyboard shall be provided for operator interface with process for plant control and display functions to access plant data in conjunction with control OPERATING STATIONS. Membrane keypad shall be assignable with LED alarms, dedicated display selection keys with spare provision, hardware locking facility to set OPERATING STATION in engineer, supervisor or operator mode. The keyboard

shall have a minimum of 101 configurable keys for assigning most frequently used displays. A minimum of forty of those keys shall have two independently lit LED's used for event-specific alarm annunciation.

Keyboard shall be provided to enable the shift supervisor to develop graphic displays, control system software and system configuration for the DDCMIS. It shall be possible to perform operating interface functions from engineering OPERATING STATION. Assignable function keys shall be provided for execution of command, program etc. Hardware facility shall be provided to set OPERATING STATION in engineer or operator mode. QWERTY type keyboard shall be provided for engineer's functions. QWERTY type Key Board may be offered alternatively for OWS.

4.03.03.04.04 PRINTERS

Line Impact Heavy Duty Dot Matrix Printers

All printers shall be low noise (less than 60dB) type with a minimum of 136 columns. Printing speed shall be a minimum of 300 characters per second. Since the control room printers are high-speed printers, the system shall output to these printers at the rate of 1000 lines of printout per minute as a minimum. This rate shall be independent of the number of printers in simultaneous operation. Style of printing available shall be indicated by the Bidder. The printers shall have graphic capability and any OPERATING STATION display may be printed on the printer. The printing shall be bi-directional and in two colours black and red for sequence of event recording. Paper input capacity shall be with continuous paper feed.

Printers shall accept and print all ASCII characters via an E.I.A. RS-232 C or twenty milliamp current loop interface. Parity checking shall be utilized.

All printers mounted shall be provided with a separate printer enclosure each. The enclosures shall be designed to permit full enclosure of the printers at a convenient level. Plexiglas windows shall be used to provide visual inspection of the printers and ease of reading.

Printer enclosures shall be designed to protect the printers from accidental external contact and each should be removable from hinges at the back and shall be provided with a lock at the front.

If one of the printers fails to operate, its functions shall automatically be transferred to the other printer. Failure of the printer shall be indicated on all OPERATING STATION's. Printer shall be offered and supplied from reputed manufacturer with latest proven technology. 5 Rims of papers shall be provided by bidder for each printer provided with subject plant.

Coloured Laser Jet printer

Printing Speed	20 ppm (min.)
Resolution	1200 X 600 dpi
Memory	128 MB (min.)
External Port	1 no. USB 2.0 port, and TCP/IP 10/100 Ethernet, Blue tooth interface

Duty Cycle	40,000 pages per month
Pages size	A3, A4, and Transparency etc. with automatic duplex printing facility.

Laser Jet printer (B & W)

Printing Speed	30 ppm (min.)
Resolution	1200 X 1200 dpi
Memory	128 MB (min.)
External Port	1 no. USB 2.0 port, and TCP/IP 10/100 Ethernet, Blue tooth interface
Duty Cycle	15,000 pages per month
Pages size	A4, A3, and Transparency etc. with automatic duplex printing facility. Paper tray - 2

Ink Jet Printers (Coloured)

Printing Speed	30 ppm (min.)
Resolution	1200 X 1200 dpi
Memory	64 MB (min.)
External Port	1 no. USB 2.0 port, and TCP/IP 10/100 Ethernet, Blue tooth interface
Duty Cycle	5,000 pages per month
Pages size	A4, Transparency etc.
Duplex printing	Automatic

Five sets of print cartridges and Five rims of papers shall be provided with each printer provided anywhere in the plant by bidder with each DDCMIS, DCS & PLC system and any other system specified elsewhere in specification.

Preferred makes of printers are HP, Canon, Fuji Xerox, & Epson.