Bharat Heavy Electricals Ltd.,

(A Government of India undertaking)

Electronics Division

PB No.2606, Mysore Road, Bangalore-560026, India

E-Tender

The Quotations are invited under two part bid system for supply of Ni-CAD batteries for SPV Plant at Kudana,Nigeria.

Tender is procured through e-procurement route. Kindly refer website https://bhel.abcprocure.com/EPROC/ for details.

RFQ NO and date	PKNBOS0006 dated as per EPS (e-tender)
RFQ due date & time	As per EPS
Date, Time & Venue of Part-I Bid Opening	As per EPS
Date, Time & Venue of Price Bid opening	Will be intimated later for technically accepted vendors
Address for Commercial Communication & Contact Person in BHEL (MM dept)	Mr. Nagaraj P.K (09483501488)/ Mr. Vivek Kumar Yadav (09449039232), SC&PV MM Department, BHEL Elecrtronics Division, PB NO 2606, Mysore road, Bangalore-560 026. INDIA Email: nagarajpk@bhel.in , vivekyadav@bhel.in Telephone number: +91 80 26998179, +91 80 26998237
Address for Technical Communication & Contact Person in BHEL with CC to MM dept	Mr. PVV Kishore (7676492191), Dy.Manager SC&PV ENGINEERING Department, BHEL Electronics Division, PB NO 2606, Mysuru road, Bengaluru-560 026. INDIA Email: ravikishore@bhel.in; Telephone number: +91 80 26999550,

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.

REQUEST FOR QUOTATION

MMI:PU:RF:003	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: PKNBOS0006 RFQ DATE : 28.09.2020	Due Date/Day: 19.10.2020 MON Time : 13:00 HRS Tender Box : Reception Area Opening Venue: NEW ENGG. BLDG

(address for communication) :

(for all correspondence)

Purchase Executive : P.K Nagaraj
Phone : 2699 8179
Fax : 080 2698 9227
E-mail: nagarajpk@bheledn.co.in

Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	PS0679087338 Supply of 48V, 900 Ah NiCd battery * HSN/SAC : 9954 Test Certificate As per the specification PS-439-1351	186	ST	186	23.11.2020
2	PS0679087346 Supply of 120V, 720 Ah NiCd battery * HSN/SAC : 9954 Test Certificate As per the specification PS-439-1351	31	ST	31	23.11.2020
3	PS0679087354 Supply of 240V, 540 Ah NiCd battery * HSN/SAC : 9954 Test Certificate	4	ST	4	23.11.2020
4	PS0679087362 Supply of NiCd battery spares * HSN/SAC : 9954 Test Certificate	1	ST	1	23.11.2020
5	PS0679087370 Onsite commissioning support in Nigeria * HSN/SAC : 9954 On-site commissioning support for batteries in Nigeria 1 AU = 1 visit as per specification PS-439-1951	1	AU	1	30.04.2021
6	PS0679087389 Additional Warranty of batteries * HSN/SAC : 9954 On-site Warranty support for batteries in Nigeria 1 AU = 1 year as per specification PS-439-1951	3	AU	3	31.12.2025

Total Number of Items - 6

1.
2.

TWO PART BID - SUBMIT TECHNICAL AND PRICE BID IN SEPARATE SEALED COVERS

NOTES:
1. This RFQ is governed by:
a) INSTRUCTIONS TO BIDDERS/SELLERS and GENERAL CONDITIONS OF CONTRACT FOR PURCHASE available at **http://edn.bhel.com (RFQ-PO Terms & Conditions)**
b) Any other specific Terms and Conditions mentioned.
2. Bidders / Representatives who would like to be present during opening of offers are required to furnish authorization letter for the same.
* The HSN/SAC no mentioned against the line items in the RFQ are indicative only.

For and On behalf of BHEL.

P.K Nagaraj
Semiconductors & Pho

1 OF 1

PQC FOR TENDER REF:PKNBOS0006 DATED as per EPS

A. Vendor should offer Ni-Cad batteries model complying to IEC 62259 and IEC 61427. Evidences shall be furnished in the form of type test certificates for the offered model.

B. Vendor shall be original Equipment manufacturer (OEM).Vendor shall submit the product catalogue along with service network details and self-certified declaring the address of their existing manufacturing and testing works in India.

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

SCPV: BOS: ITB - Rev 04

INSTRUCTIONS TO BIDDERS (ITB)

Bidders are requested to read the instructions carefully and submit their quotations covering all the points:

A. GENERAL INSTRUCTIONS:

1. Any Purchase Order resulting from this enquiry shall be governed by the Instructions to Bidders (document reference: SCPV: BOS: ITB – Rev 01), General Conditions of Contract (document reference: SCPV: BOS: GCC - Rev 01) and Special Conditions of Contract (document reference: SCPV: BOS: SCC: I - Rev 01/ SCPV: BOS: SCC: F - Rev 01), 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. Bidders (also includes the term suppliers / contractors wherever used in this document) are instructed to quote their most competitive price and best delivery, etc. in the offer. Prices should be indicated in both figures & words. **(Please also refer clause 11 under section B)**
4. Regret letter (either through post or by mail) indicating reasons for not quoting must be submitted without fail, in case of non-participation in this tender. If a bidder fails to respond against 3 consecutive tenders for the same item, he will be liable for removal as a registered vendor of BHEL.
5. Procurement directly from the manufacturers shall be 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. In case bids are received from the manufacturer / supplier and his agent, bid received from the agent shall be ignored.
6. 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.
7. If an Indian representative / associate / liaison office quotes on behalf of a foreign based bidder, such representative shall furnish compulsorily 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 system is commissioned and handed over to customer will be the sole responsibility of the Indian representative / associates / agent / liaison office.
8. 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 recovered from the supplier's bill. All offers for imported scope of supply must be made from any of the gateway ports (within the country) indicated. **(Refer Annexure I)**
9. 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: **www.bhel.com.**

10. 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, poor quality, 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.

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

1. Quotation shall be submitted in Single Part Bid, Two Part Bid or Three Part Bid, as called for in the tender:
   - **SINGLE PART BID**: Technical and Commercial Bid with prices along with price summary & filled in BHEL Standard Commercial terms and conditions in a single sealed envelope.
   - **TWO PART BID**: Unpriced offer i.e. "Techno-commercial Bid" with filled in BHEL Standard Commercial terms and conditions in a sealed envelope **along with the copy of the "Price Bid" without the prices** should be enclosed in one cover and the cover must be super scribed **"Techno-commercial offer** and Priced offer i.e. "Price Bid" containing price summary in a separate sealed envelope and must be super scribed **"Price Bid"**. Both these envelopes shall be enclosed in a single sealed envelope super scribed 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 super scribed 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 at the venue/place specified or if any part of the offer is incomplete the entire offer of the bidder is liable for rejection.

2. Supplier shall ensure to super scribe 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 shall be duly filled, signed & stamped and must accompany Technical-Commercial offer without fail and should be submitted in original only. Photocopy will not be accepted. All documents submitted along with the offer shall be signed and stamped in each page by authorized representative of the bidder.
4. 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 any deviation.
5. 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.
6. 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.
7. "Price Bid" shall be complete in all respects containing price break-up of all components along with all applicable taxes and duties, packing & forwarding charges (if applicable), 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.
8. In addition, bidder shall also quote for erection & commissioning charges (I&C charges), documentation charges, service charges, testing charges (type & routine), training charges, service tax, etc. wherever applicable. The price summary must indicate all the elements clearly.
9. Vendors should indicate "lump sum" charges (including To & Fro Fare, Boarding, Lodging, Local Conveyance etc.) for Supervision of Erection, Commissioning and handing over to customer. The quotation shall clearly indicate scope of work, likely duration of commissioning, pre-commissioning checklist and service tax (if any).
10. Wherever bidders require PAC (Project Authority Certificate) for import of raw materials, components required for Mega

Power Projects, Export Projects, MNRE Concession or other similar projects wherein supplies are eligible for customs duty /Excise 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.

11. All quotations shall be free from corrections /overwriting. Corrections if any should be authenticated with signature and seal. Any typographical error, totalling mistakes, currency mistake, multiplication mistake, summing mistakes etc. observed in the price bids will be evaluated as per **Annexure VI** "Guidelines for dealing with Discrepancy in Words & Figures – quoted in price bid". BHEL decision will be final.

C. GUIDELINES FOR OFFER SUBMISSION:

1. Offers / Quotations must be dropped in tender box before 13.00 Hrs. on or before due date mentioned in RFQ. The offers are to be dropped in the proper slot of the Tender Box kept in our reception area with caption "CE, SC&PV, DEFENCE." Tenders are opened on 3 days in a week (Monday/Wednesday/Friday). Tender must be deposited in the slot corresponding to the day (Monday - Box no.4/Wednesday - Box no. 6 /Friday - Box no.8) while depositing the offer. **(This clause will not be applicable for e-tenders).**

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 IDs within time of submission of tender.
3. 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 to purchase officers.
4. 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. In case of e-procurement, bidders can see tender results till seven days after due date and time.
5. Vendor will be solely responsible:
   a. For submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
   b. For submission of offers in the correct compartment of the tender box based on the day of due date (Monday/Wednesday/Friday). Please check before dropping your offer in the correct tender box.
   c. For depositing offers in proper sealed condition in the tender box. If the bidder drops the tender in the wrong tender box or if the tender document is handed over to the wrong person BHEL will not be responsible for any such delays.
   d. For offers received through email/courier 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.
   e. In case of e-tender, all required documents should be uploaded before due date and time. Availability of power, internet connections, etc. will be the sole responsibility of the vendor. Wherever assistance is needed for submission of e-tenders, help line numbers and executives of service provider of BHEL may be contacted.
   Service provider: e-Procurement Technologies Limited (abc Procure)
   Website address: https://bhel.abcprocure.com
   Helpline no.: +91-79-68136819/809/862/867/823/872/842 (9:30 am to 5:30 pm)
   10:00 AM - 07:00 PM (Monday - Friday)
   10:00 AM-04:00 PM (Saturday)
   Purchase Executive / BHEL will not be responsible for any of the activities relating to submission of offer.

D. PROCESSING 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.
3. In case there is no change in the technical scope and / or specifications and / or commercial terms & conditions by BHEL, the supplier will not be allowed to change any of their bids after Technical bids are opened (after the due date and time of tender opening of Part-1 Bid).

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 vendors, 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. Impact price means only for those items which have been impacted by addition / deletion / changes in the technical specifications or commercial conditions. The impact may be +/- incremental value of the currency in which originally quoted. The impact price bid to be submitted on the cut-off date, time & venue as specified by BHEL. The impact price bid shall be opened along with original price bid.
5. Un-opened bids (including price bids) will be returned to the respective bidders after release of PO and receipt of order acknowledgement from the successful bidder.
6. After receipt of Purchase Order, supplier should submit required documents like 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 EDN and agreed upon in the Purchase Order.
8. Evaluation shall be on the basis of delivered cost (i.e. “Total Cost to BHEL"). As per RFQ terms.
   “Total Cost to BHEL” shall include total basic cost, packing & forwarding charges, taxes and duties, inspection charges, freight charges, test charges, insurance, service tax for services, any other cost indicated by vendor 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 Mega Projects, Physical Imports or such 100% exemptions & MNRE Exemptions (statutory benefits), customer reimbursements of statutory duties (like Excise Duty, CST, VAT) will also be taken into account at the time of tender evaluation. (Wherever applicable and as indicated in SCC document of tender)

9. 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 and on the basis or evaluation of Total Cost to BHEL.

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. Statutory deductions, if any, will be made and the deduction certificate shall be issued. 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. (Applicable for Indian vendors only).Foreign vendors shall submit relevant details of their bankers like Swift Code, Banker’s Name & Address etc.
3. Vendors must submit bills & invoices along with required supporting documents in time. Incomplete documentation / delayed submission of invoice / documents will result in corresponding delay in payment.

F. STANDARD PAYMENT TERMS OF BHEL-EDN

Purchase Orders for indigenous procurement

(a) SUPPLY WITH I&C/SUPERVISION:

Supply:

1) 80% of basic Supply value + 100% of taxes, duties and freight charges will be paid with 45 days credit from the receipt of material at site or 15 days credit from the date of submission of complete set of documentation whichever is later.
2) 10% of basic supply value will be paid on completion of I&C against submission of supplementary invoice along with proof of completion of I&C along with I&C charges (if any).
3) Balance 10% (retention money) against submission of supplementary invoice along with PBG valid for Warranty Period+3 months Claim Period from BHEL Consortium Bank.

I&C/Supervision*:* 100% on completion of I&C/Supervision and certification line item wise on pro-rata basis.

O&M: 100% O&M charges are payable as per RFQ terms against report certified by BHEL.

(b) SUPPLY ONLY:

1) 100% of Basic value with taxes, duties and freight will be paid with 45 days credit from the receipt of material at site or 15 days credit from the date of submission of complete set of documentation whichever is later)+ submission of PBG valid for Warranty Period+ 3 months Claim Period from BHEL Consortium Bank ,if applicable.

Purchase orders for import procurement:

(c) SUPPLY WITH I&C/SUPERVISION:

Supply:

1) 80% of the basic value (excluding I&C charges) will be paid with 45 days credit, against Sight draft, from the date of AWB/BOL on submission of complete set of documents as in PO.
2) 10% of basic supply value will be paid on completion of I&C against submission of supplementary invoice along with proof of completion of I&C along with I&C charges (if any).
3) Balance 10% (retention money) against submission of supplementary invoice along with PBG valid for Warranty Period+3 months Claim Period from BHEL Consortium Bank.

I&C: 100% on completion of I&C/Supervision and certification line item wise on pro-rata basis.

(d) SUPPLY ONLY:

1) 100% of PO value will be paid against Sight draft with 45 days Credit from the date of dispatch or 15 days credit from the date of submission of complete set of documents whichever is later)+ submission of PBG valid for Warranty Period+3 months Claim Period from BHEL Consortium Bank ,if applicable.

Note for (a), (b), (c) and (d): In exceptional cases, if vendor fails to submit PBG after supplies, vendors can also accept for the final 10% payment, payable after the warranty period + 3 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable) as PBG is linked to Warranty period.

G. LOADING FACTORS FOR PAYMENT TERMS & DELAYED DELIVERY:

Loading factors as detailed below will be added to the quoted price (basic) to evaluate the lowest quote for non-compliance of BHEL standard commercial term.

Sl No	Deviation on	Nature of Deviation / Offered Terms	Loading %
1.	**Payment Terms**	**For Purchase within India :-**	
		1) Credit period less than 45 days	15
		*** For Foreign Purchase :-**	
		~~1) Payment through At Sight Letter of Credit~~	~~10~~
		~~2)Payment through Letter of Credit with usa~~ ~~of 45 days~~	Please see last page (Page No.9) for Loading Factors for foreign Purchase
		~~3) Sight Draft with credit period less than 45~~	
2.	**Penalty for Delayed Delivery**	1) Non – Acceptance	10
		2) Partial Acceptance (X%)	(10 – X)

*** All bank charges shall be to seller's account. If bank charges of BHEL banker are to BHEL's account then additional loading of 2% on the quoted basic value is applicable.**

Offer/s with payment terms other than the standard payment terms indicated at Clause No. F or Deviated Payment Terms with loading indicated at Clause No. G above are liable for rejection.

NOTES:

1. ADVANCE PAYMENT/LC: Quotations with "Advance payment/Inland LC" shall be rejected.

2. Basic value of Purchase Order mentioned above will include all components of the purchase order and will exclude only taxes, duties, freight and I&C charges (wherever applicable).

3. Wherever the Purchase Order is split into import portion and indigenous portion of supply the retention money will be 10% (as applicable) of both purchase order values put together.

4. Non-Compliance of Warranty terms. Offers not complying with Warranty terms as per RFQ Terms is liable for rejection.

5. SALE IN TRANSIT/ LOCAL VAT: Sale in transit under section 6(2) of CST is allowed if movement of goods is interstate. In case intra state movement of goods, benefit of sale in transit is not available.

6. In case of intrastate movement i.e. supply within same state and VAT is applicable, the vendor shall furnish the respective BHEL's nodal agency TIN no. and address in their invoice. (Refer **Annexure IX**)

H. BANK GUARANTEE (BG) / PERFORMANCE BANK GUARANTEE (PBG):

1. Bank guarantee (BG) / Performance bank guarantee (PBG) will be applicable as called in the tender documents. Such PBG shall be valid for a period of Warranty Period + claim period of 3 months for a value equal to 10 % of the basic value of the purchase order. No deviation for the duration of PBG / BG will be permitted.
   a. PBG shall be from any of the BHEL consortium of bankers **(refer Annexure V)**.
   b. PBGs from nationalized banks are also acceptable.

c. PBG should be sent directly by the bank to the dealing executive mentioned in the purchase order located at the address mentioned in the purchase order. PBG should be in the format indicated. **(Refer Annexure III)**. No deviation to these formats will be allowed.

d. Confirmation from any of the BHEL consortium of banks or any of the Indian Public Sector Banks is essential for the acceptance of PBGs issued by foreign banks (located outside India).

e. Expired BGs / PBGs will be returned only after expiry of the claim period or on completion of the contractual obligation.

f. In case vendor does not accept for submission of PBG, the vendor is liable for rejection on commercial grounds.

I. DOCUMENTS (TRIPLICATE COPIES) REQUIRED AT THE TIME OF DISPATCH FOR PROCESSING OF BILL:

1. FOR INDIGENOUS SCOPE OF SUPPLY:

For Supply: Invoice in Triplicate, Lorry receipt (LR) copy, Packing List, PSI Call Letter Copy, Proof of delivery such as MRC (Material Receipt Certificate)/ original acknowledged LR, Insurance intimation Letter and Warranty Certificate. Note that document pertaining to Proof of delivery shall clearly mention number of boxes/panels etc which shall be in line with the Packing list.

For I&C: Supplementary Invoice in Triplicate with copy of I&C Certificate (Proof of Completion of I&C).

For PBG: Supplementary Invoice in Triplicate with copy of PBG. However, PBG should reach concerned Purchase Officer directly from the Bank.

2. FOR IMPORTED SCOPE OF SUPPLY:

For Supply: Invoice in Triplicate, Air Way Bill/Bill of Lading, Packing List, PSI Call Letter Copy, and Warranty Certificate.

For I&C: Supplementary Invoice in Triplicate with copy of I&C Certificate (Proof of Completion of I&C).

For PBG: Supplementary Invoice in Triplicate with copy of PBG. Both PBG & supplementary invoice should reach concerned Purchase Officer directly from the Bank.

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

Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration. Vendors have to submit any of the following documents along with the tender documents in the Part I / Technical bid cover to avail the applicable benefits.

a. Valid NSIC certificate or

b. Entrepreneur's Memorandum part II (EM II) certificate (deemed valid for 2 years).

c. EM II certificate with CA certificate **(in the prescribed format given in Annexure VIII)** applicable for the year certifying that the investment in plant and machinery of the vendor is within permissible limits as per the MSME Act 2006 for relevant status where the deemed validity is over.

d. Documents submitted for establishing the credentials of MSE vendors must be valid as on the date of part I / technical bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Documents submitted after the Part I / Technical bid opening date will not be considered for this tender.

PURCHASE PREFERENCE FOR MSE VENDORS:

e. MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25% of the requirement against this tender provided. Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation.

1. The MSE vendor matches the L1 price.
2. L1 price is from a non MSE vendor.
3. L1 price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2) next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).
4. 25% of the 25% (i.e. 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) and (2) are fulfilled.
5. In case no vendor under SC / ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, in such cases the 6.25% quantity will be distributed among the other eligible MSE vendors who have participated in the tender.

6. Serial no. 1 to 5 will not be applicable wherever it is not possible to split the tendered quantity / items on account of customer contract requirement, or the items tendered are systems. Such information that tendered quantity will not be split will be indicated in the SCC.

K. 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.

L. FRAUD PREVENTION POLICY:

The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units/regions intranet.

PURCHASE EXECUTIVE

Clause G of ITB: Loading Factors for Foreign Purchases

Nature of Deviation / Offered Terms	**Loading %**
100% Sight Draft	1 %
100% Usance LC with 45 days credit	2.5 %
100% LC at Sight	4.5 %

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

SCPV: BOS: GCC - Rev 03

GENERAL COMMERCIAL CONDITIONS FOR CONTRACT (GCC)

These 'General Commercial Conditions for Contract for Purchase' hereinafter referred to as GCC apply to all enquiries, tenders, requests for quotations, orders, contracts and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliveries") to Bharat Heavy Electricals Limited and any of its units, regions or divisions (hereinafter referred to as "BHEL" or the Purchaser) or its projects / customers.
Any deviations from or additions to these GCC require BHEL's express written consent. The general terms of business or sale of the vendor shall not apply to BHEL. Acceptance, receipt of shipments or services or effecting payment shall not mean that the general terms of business or sale of the vendor have been accepted.
Orders, agreements and amendments thereto shall be binding if made or confirmed by BHEL in writing. Only the Purchasing department of BHEL is authorized to issue the Purchase Order or any amendment thereof.

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

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

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 unless otherwise such variations / escalations are provided for and agreed by BHEL in writing in the purchase order.

2. **Validity:** The offer will be valid for a period of 90 days from the date of technical bid opening date. Validity beyond 90 days, if required, will be specified in the SCC (special conditions of contract).

3. **Taxes & Duties:** Taxes as mentioned in the Contract Price or Price Schedule shall be paid to the Contractor subject to the Contractor complying with all the statutory requirements and furnishing the relevant documents including error free invoices containing detailed break-up of the taxes. Any duties, levies or taxes not mentioned in Contract Price or Price Schedule but applicable as per any statute(s) shall be deemed to be included in the Contract price and shall be to the account of the Contractor.
   The Contractor shall bear and pay all the costs, liabilities, levies, interest, penalties in respect of non-compliances of any legal requirements as per various statutory provisions. The contractor shall keep the owner indemnified at all times from any tax liability, interest, penalties or assessments that may be imposed by the statutory authorities for non-compliances or non-observation of any statutory requirements by the Contractor.

4. **Ordering and confirmation of Order:** Vendor shall send the order acceptance on their company letter head within two weeks from the date 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 two weeks (or the time limit as specified / agreed by BHEL) from the date of the purchase order.

5. **Documentation:** After receipt of Purchase Order, vendor should submit required documents like 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.
   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.

6. **TERMS OF DELIVERY:**
   FOR IMPORTED PURCHASE:
   Price offered shall be for goods packed and delivered CIF Seaport/ International Airport (FCA) including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, negotiation charges of bank, Export declaration, Certificate of origin etc.
   Packing shall be Air/Sea worthy, best suitable for trans-shipment and to take care of transit damages. If containerized, no. of containers & size of container shall be mentioned. Packing weight (gross & net) Packing dimensions shall be given prior to shipment to ascertain whether the consignment can be carried on standard cargo in contract or as ODC.
   Wooden packing material for all the foreign consignments should be treated as per ISPM-15 & Fumigation / Phytosanitary certificate to be submitted to the freight forwarders/ BHEL along with the invoice, B/L, packing list etc.
   Vendors shall indicate the name of International Airport/Seaport. The consignment shall be handed over to BHEL approved freight forwarder as mentioned in PO.

FOR INDIGENOUS PURCHASE:

Equipment shall be delivered on "FOR SITE" basis, inclusive of freight, packing, insurance & forwarding charges.

Packing shall be Road / Rail / Air / Sea worthy, best suitable for transhipment and to take care of transit damages. Smaller consignments can be dispatched through Courier services/ RPP with the prior approval of the purchasing Executive.

Deviation for the delivery term is liable for rejection.

7. Penalty:

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

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

8. **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 applied to 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.

9. **Reverse Auction:** BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

10. **Pre Shipment Inspection:** Prior written notice of at least one week shall be given along with internal test certificates / COC and applicable test certificates. Materials will be inspected by BHEL-EDN-QS/CQS or BHEL nominated Third Party Inspection Agency (TPIA) or BHEL authorized Inspection Agency or Customer / Consultant or jointly by BHEL & Customer / consultant. All tests have to be conducted as applicable in line with approved Quality plan or QA Checklist or Purchase specification and original reports shall be furnished to BHEL-EDN, Bangalore for verification / acceptance for issue of dispatch clearance.
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.

11. **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 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.

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

13. **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.

14. **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.

15. **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 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.

16. **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.

17. **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.

18. **Shortages:** In the event of shortage on receipt of goods and/or on opening of packages at site, all such shortages shall be made good within a reasonable time that BHEL may allow from such intimation and free of cost.
    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.

19. **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.

20. **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.

21. **Product Information, Drawings and Documents:** 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.

22. **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.

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

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

24. **Guarantee / Warranty:** Wherever required, and so provided in the specifications / Purchaser Order, the Seller shall guarantee that the stores supplied shall comply with the specifications laid down, for materials, workmanship and performance. The guarantee / warranty period as described shall apply afresh to replaced, repaired or re-executed parts of a delivery. If the vendor fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period, Purchaser shall be free to take corrective action as may be deemed necessary at vendor's risk and cost after giving notice to the vendor, including arranging supply of goods from elsewhere at the sole risk and cost of the vendor. Unless otherwise specifically provided in the Purchase Order, Vendor's liability shall be co terminus with the expiration of the applicable guarantee / warranty period.

25. **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.

26. **Liability during guarantee / warranty:** Vendor shall arrange replacement / repair of all the defective materials / services under its obligation under the guarantee / 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 first time commissioning or use, vendor shall be responsible for replacement / repair of the goods as required by BHEL at vendor's cost. In all such cases expiry of guarantee / warranty will not be applicable.

27. **Liability after guarantee / warranty period:** At the end of the guarantee / warranty, the Vendor's liability ceases except for latent defects (latent defects are defects / performance issues notices after the

guarantee / warranty has expired). The Contractor's liability for latent defects warranty for the plant and equipment including spares shall be limited to a period of six months from the end of the guarantee / as specified in RFQ.

28. **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.

29. **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).

30. **Arbitration Clause:** In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred by either party to the sole arbitration of an Arbitrator appointed by the Executive Director/ General Manager of the purchasing unit/ region/ division of BHEL. Vendor shall have no objection even if the Arbitrator so appointed is an employee of BHEL or has ever dealt/ had to deal with any matter relating to this Contract.
    Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. It is a term of contract that the party initiating arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The venue for the arbitration shall be Bangalore, India. The award of the arbitrator shall be a speaking award and shall be final, conclusive and binding on all parties to this contract.
    The cost of arbitration shall be borne equally by the parties. Notwithstanding the existence of any dispute or difference or any reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner.

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

32. **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.

33. Vendors shall provide their state wise list of GSTIN number as per Govt of India Statute.

34. If the vendor is below the threshold limit, viz Rs.20. lacs as per existing provisions, then a declaration to be provided to that effect along with copy of accounts, failing which the supplier will be treated as an Unregistered dealer (URD) for which tax is payable on reverse charge (RCM) by BHEL.
35. If the vendor is above the threshold limit & is yet not registered, GST is payable by BHEL on reverse charge basis.
36. All supply items are linked to HSN code (Harmonised System Nomenclature). This goods list is mapped with HSN code which is released by Govt of India & available in public domain. All registered suppliers submitting the quote shall mandatorily mention HSN code relevant for the goods quoted.
37. Under GST, Govt of India has linked every service to a service accounting code called SAC. The list of services and the corresponding service accounting code (SAC) is released by Govt of India & available in public domain. All registered suppliers submitting the quote shall mandatorily mention SAC code relevant for the service quoted.
38. The rate of tax applicable for 35 services is also released by Government and rate for any service not falling in the list of 35 services is 18% .

39. Invoice should contain all particulars as per invoice Rules and should include the GST registration number (GSTIN) , service accounting code (SAC) apart from all other details mentioned.
40. Invoice should contain all particulars as per invoice Rules and should include the GST registration number (GSTIN) , HSN code apart from all other details mentioned.
41. In case GST is payable on reverse charge (RCM) invoice should mention that tax is payable on reverse charge
42. For a registered supplier, the supplier uploaded sales data for the month will be available to recipient on 11th of the subsequent month & details can be verified by BHEL. Credit availment can be confirmed based on this verified data
43. If the Supplier is not registered, then tax is payable on Reverse charge & will be to the account of the supplier
44. All services in the course of business or furtherance of business are eligible to credit subject to other compliances listed herein.
45. If service is eligible for credit, then the credit can be availed only if the invoice is as per the prescribed format, the supplier has uploaded the invoice in the GSTN portal, paid the taxes & uploaded the return, and matches with our inward data, failing which any availment of credit attracts interest.
46. Even in case of services where credit is not eligible,

    (i) either the supplier should have registered (if above threshold limit) & comply with all above statutory provisions relating to invoice, tax remittance, return filing etc. This can be verified by BHEL from the GSTN portal OR
    (ii) if not registered BHEL shall be liable to pay applicable taxes on reverse charge

47. For any deficiency in services, where a recovery is made / adjusted in supplier bills, the supplier has to raise a credit note on BHEL & upload in GSTN portal. All above rules applicable for invoice also apply for credit note.
48. All notifications and rules as per central board of excise and customs will be applicable.

ANNEXURE - I

LIST OF INTERNATIONAL GATEWAY AIRPORTS

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

ANNEXURE - II

REQUEST FOR C FORM

NAME OF VENDOR :

VENDOR CODE ALLOTED BY BHEL :

E mail id for c form correspondence :

BHEL PO NO	INVOICE NO	INVOICE DATE	INVOICE AMOUNT	SUPPLY FROM - STATE	SUPPLY TO - STATE	CST TIN NUMBER (SUPPLIER)	INVOICE AMOUNT EXCLUDING FREIGHT	C FORM QTR	YEAR	SUPPLY TO BHEL EDN / SITE

Please note that one 'C' form will be issued for a quarter.

Any modification and cancellation of c form is not possible from our end since it is generated online therefore include all invoices pertaining to quarter in your request
Also check the data are correct in all respect

General Instruction:
1. C form request should be given only in this file.
2. Amount should be 100% of Invoice value but should Not include freight, Insurance etc.
3. PO No. should be numeric, starting with 4 and has 10 digits
4. For every quarter separate file to be provided
5. All Invoices pertaining to the relevant quarter to be included.
6. No corrections will be entertained once c-form is issued.

ANNEXURE D

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 atŭ ŭ ŭ ŭ ŭ ŭ ŭ ..(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 Noŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ dated ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ .[3] valued at Rsŭ ŭ ŭ ŭ [4] (Rupees ------------------------)/FCŭ ŭ ŭ ŭ ŭ ŭ (in wordsŭ ŭ ŭ ..) for ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ [5] (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to ŭ ŭ % (ŭ . Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

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

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

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

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

We the ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We ŭ ŭ ŭ ŭ ŭ ŭ ..BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

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

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

Unless a demand or claim under this guarantee is made on us in writing on or before the ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ .[8]we shall be discharged from all liabilities under this guarantee thereafter.

We, ŭ ŭ ŭ ŭ ŭ ŭ 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 exceedŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ ŭ [6]
b) This Guarantee shall be valid up to ŭ ŭ ŭ ŭ ŭ ŭ [7]
c) Unless the Bank is served a written claim or demand on or before _____________[8] all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Datedŭ ŭ ŭ ŭ ŭ ŭ .
Place of Issueŭ ŭ ŭ ŭ ŭ ŭ .

[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/Region̍s 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 Bank̍s (BHEL̍s 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 - 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 swift Code(applicable for EFT only)	
8	Bank IFSC code(applicable for RTGS)	
9	Bank IFSC code(applicable for NEFT)	

A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.

B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transfering Bank responsible.

C This authority remains in full force until BHEL, EDN,Bangalore receives written notification requesting a change or cancellation.

D I have read the contents of the covering letter and agree to discharge the resposibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:
Designation: Telephone NO. with STD Code

Company Seal

Bank Certificate

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

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

Please return completed form along with a blank cancelled cheque or photocopy thereof to:
Bharath Heavy Electricals Ltd,
Attn:
Electronics Division, Mysore Road,
BANGALORE - 560 026
In case of any Querry, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx

List of Consortium Banks

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

ANNEXURE - VI

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 discrepancybetween the unit price and the total price (which is obtained by multiplying the unit price by thequantity), the unit price shall prevail and the total price corrected accordingly, unless in theopinion 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 - VII

BENEFITS FOR MSE SUPPLIERS AS PER MSMED ACT 2006 AND PUBLIC PROCUREMENT POLICY 2012

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of Acknowledgement in EM II).

Or

Valid NSIC certificate or EM II certificate along with attested copy of CA certificate (Format enclosed: ANNEXURE VIII) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited).

Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid).

Non-submission of such documents will lead to consideration of their bid at par with other bidders.

No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer.

Public Procurement (Preference to Make in India)

“For this procurement, Public Procurement (Preference to Make in India),Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and /or local content in respect of this procurement, same shall be applicable.”

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

ARBITRATION & CONCILIATION

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

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

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

The cost of arbitration shall be borne as decided by the Arbitrator upon him entering the reference.

Subject to the Arbitration Clause as above, the Courts at Bangalore alone shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the parties shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and efficiency in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

Arbitration Clause in case of Contract with contractors/vendors /consultants when they are 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.''

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 04th June, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 9(a), 9(b) and 10(b) modified and Para 3A added] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 04.06.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.

2. **Definitions**: For the purposes of this Order:

   '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 this Order.

   '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 this Order.

.....Contd. p/2

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'*.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

.....Contd. p/3

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

.....Contd. p/4

4. **Exemption of small purchases**: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content**: The local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any nodal Ministry/ Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.

6. **Margin of Purchase Preference**: The margin of purchase preference shall be 20%.

7. **Requirement for specification in advance**: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. **Government E-marketplace**: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. **Verification of local content**:
   a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

   b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

   c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

.....Contd. p/5

d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

e. Nodal Ministries and procuring entities may prescribe fees for such complaints.

f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

   i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

   ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

   iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. **Specifications in Tenders and other procurement solicitations**:

a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

.....Contd. p/6

d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries**: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. **Increase in minimum local content**: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. **Manufacture under license/ technology collaboration agreements with phased indigenization**: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

14. **Powers to grant exemption and to reduce minimum local content**: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

   a. reduce the minimum local content below the prescribed level; or
   b. reduce the margin of purchase preference below 20%; or

.....Contd. p/7

c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies**: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee**: A standing committee is hereby constituted with the following membership:

    Secretary, Department for Promotion of Industry and Internal Trade—Chairman
    Secretary, Commerce—Member
    Secretary, Ministry of Electronics and Information Technology—Member
    Joint Secretary (Public Procurement), Department of Expenditure—Member
    Joint Secretary (DPIIT)—Member-Convenor

    The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee**: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
    a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
    b. shall annually assess and periodically monitor compliance with this Order
    c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
    d. may require furnishing of details or returns regarding compliance with this Order and related matters
    e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
    f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
    g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties**: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

.....Contd. p/8

19. **Ministries having existing policies**: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision**: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

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रजिस्ट्री सं. डी.एल.- 33004/99 REGD. No. D. L.-33004/99

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सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

अधिसूचना

नई दिल्ली, 26 जून, 2020

का.आ. 2119(अ).—केन्द्रीय सरकार, सूक्ष्म, लघु और मध्यम उद्यम विकास अधिनियम, 2006 (2006 का 27), जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है, की धारा 7 की उप-धारा (9) के साथ पठित उप-धारा (1) और धारा 8 की उप-धारा (3) के साथ पठित उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत के राजपत्र, असाधारण, भाग II, खंड 3, उप-खंड (ii) में प्रकाशित भारत सरकार के सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय की अधिसूचना सं. का.आ.1702(अ), तारीख 1 जून, 2020, का.आ.2052(अ), तारीख 30 जून, 2017, का.आ. 3322(अ), तारीख 1 नवम्बर, 2013 और का.आ. 1722(अ) तारीख 5 अक्तूबर, 2006 को, उन बातों के सिवाय अधिक्रांत करते हुए जिन्हें ऐसे अधिक्रमण से पहले किया गया है या करने का लोप किया गया है इस निमित्त सलाहकार समिति की सिफारिशों को अभिप्राप्त करने के पश्चात् 1 जुलाई, 2020 से सूक्ष्म, लघु और मध्यम उद्यम के रूप में वर्गीकरण के लिए कतिपय मानदंड अधिसूचित करती है और ज्ञापन (जिसे इस अधिसूचना में इसके पश्चात् "उद्यम रजिस्ट्रीकरण" कहा गया है) फाइल करने की प्ररूप और प्रक्रिया विनिर्दिष्ट करती है, अर्थात्:--

1. **उद्यमों का वर्गीकरण.–**उद्यम को निम्नलिखित मानदंड़ों के आधार पर सूक्ष्म, लघु या मध्यम उद्यम में वर्गीकृत किया जाएगा, अर्थात्:-

(i) ऐसा सूक्ष्म उद्यम, जहां संयंत्र और मशीनरी या उपस्कर में विनिधान एक करोड़ रुपए से अधिक नहीं है और आवर्तन पांच करोड़ रुपए से अधिक नहीं है;

(ii) ऐसा लघु उद्यम, जहां संयंत्र और मशीनरी या उपस्कर में विनिधान दस करोड़ रुपए से अधिक नहीं है और आवर्तन पचास करोड़ रुपए से अधिक नहीं है; और

(iii) ऐसा मध्यम उद्यम, जहां संयंत्र और मशीनरी या उपस्कर में विनिधान पचास करोड़ रुपए से अधिक नहीं है और आवर्तन दो सौ पचास करोड़ रुपए से अधिक नहीं है।

2. सूक्ष्म, लघु या मध्यम उद्यम के अंतर्गत शामिल होना:--

(1) कोई व्यक्ति जो सूक्ष्म, लघु या मध्यम उद्यम स्थापित करने की आशय रखता है, स्व-घोषणा के आधार पर उद्यम रजिस्ट्रीकरण पोर्टल में ऑनलाइन उद्यम रजिस्ट्रीकरण के लिए आवेदन कर सकेगा जिसमें दस्तावेज, कागजात, प्रमाणपत्रों या सबूत को अपलोड करने की कोई आवश्यकता नहीं है।

(2) रजिस्ट्रीकरण के समय उद्यम (जिसे उद्यम रजिस्ट्रीकरण पोर्टल में "उद्यम" कहा गया है) को "उद्यम रजिस्ट्रीकरण संख्या" के रूप में ज्ञात एक स्थायी पहचान संख्या दी जाएगी ।

(3) रजिस्ट्रीकरण प्रक्रिया पूरी होने पर "उद्यम रजिस्ट्रीकरण प्रमाण पत्र" अर्थात् एक ई-प्रमाणपत्र जारी किया जाएगा।

3. वर्गीकरण के लिए विनिधान और आवर्तन के संबंध में समेकित मापदंड-

(1) किसी उद्यम को सूक्ष्म, लघु या मध्यम के रूप में वर्गीकरण के लिए विनिधान और आवर्तन का एक समेकित मापदंड लागू होगा।

(2) यदि कोई उद्यम अपनी वर्तमान श्रेणी के लिए विनिधान या आवर्तन के दोनों मानदंड में से किसी अधिकतम सीमा को पार करता है, तो वह उस श्रेणी में अस्तित्वहीन हो जाएगा तथा उसे अगली उच्चतर श्रेणी में रखा जाएगा किन्तु किसी भी उद्यम को तब तक निम्नतर श्रेणी में नहीं रखा जाएगा जब तक वह विनिधान तथा आवर्तन के दोनों मापदंडों में अपनी वर्तमान श्रेणी के लिए विनिर्दिष्ट अधिकतम सीमा के नीचे नहीं चला जाता हो।

(3) वस्तु और सेवा कर पहचान संख्या (जीएसटीआईएन) सहित सभी इकाइयां, जिन्हें समान स्थायी खाता संख्या (पैन) के लिए सूचीबद्ध किया गया है, को सामूहिक रूप से एक उद्यम के रूप में माना जाएगा और ऐसी सभी इकाइयों के लिए विनिधान और आवर्तन संबंधी आंकड़ों पर सामूहिक रूप से ध्यान दिया जाएगा तथा सूक्ष्म, लघु या मध्यम के रूप में श्रेणी का विनिश्चय करने के लिए केवल कुल मूल्य पर विचार किया जाएगा।

4. संयंत्र और मशीनरी या उपस्कर में विनिधान की गणना:-

(1) संयंत्र और मशीनरी या उपस्कर में विनिधान की गणना को आय कर अधिनियम, 1961 के तहत फाइल किए गए पूर्ववर्ती वर्षों के आयकर रिटर्न (आईटीआर) से जोड़ा जाएगा।

(2) नए उद्यम की दशा में, जहां कोई पूर्व आईटीआर उपलब्ध नहीं है, वहां उद्यम के संप्रवर्तक के स्व-घोषणा के आधार पर विनिधान किया जाएगा और ऐसी छूट उस वित्त वर्ष में 31 मार्च के पश्चात समाप्त हो जाएगी जिसमें वह उद्यम अपना पहला आईटीआर फाइल करता है।

(3) उद्यम के "संयंत्र और मशीनरी या उपस्कर" का वही अर्थ होगा जो आयकर अधिनियम, 1961 के अधीन विरचित आयकर नियम, 1962 में संयंत्र और मशीनरी में उसका है और इसमें सभी मूर्त अस्तियाँ (भूमि और भवन, फर्नीचर और फिटिंग से भिन्न) शामिल होंगी।

(4) यदि उद्यम बिना किसी आईटीआर का नया है, तो संयंत्र और मशीनरी या उपस्कर की खरीद (इन्वॉइस) मूल्य, चाहे पहली बार या दूसरी बार खरीदा गया हो, माल और सेवा कर (जीएसटी) को छोड़कर, स्व-प्रकटीकरण के आधार पर हिसाब में लिया जाएगा।

(5) अधिनियम की धारा 7 की उप-धारा (1) के स्पष्टीकरण I में निर्दिष्ट कुछ वस्तुओं की लागत को संयंत्र और मशीनरी में विनिधान की राशि की गणना से बाहर रखा जाएगा।

5. आवर्तन की गणना—

(1) वर्गीकरण के प्रयोजन के लिए कोई उद्यम, चाहे वह सूक्ष्म, लघु या मध्यम हो, के आवर्तन की गणना करते समय माल या सेवाओं या दोनों के निर्यात को बाहर रखा जाएगा।

(2) उद्यम के लिए आवर्तन और निर्यात आवर्तन के संबंध में जानकारी आयकर अधिनियम या केंद्रीय माल और सेवा अधिनियम (सीजीएसटी अधिनियम) और जीएसटीआईएन से संबद्ध होगी।

(3) ऐसे उद्यम के आवर्तन संबंधी आंकड़े, जिनके पास पैन नहीं है, को 31 मार्च, 2021 तक की अवधि के लिए स्व-घोषणा के आधार पर माना जाएगा और उसके पश्चात्, पैन और जीएसटीआईएन अनिवार्य होगा।

6. रजिस्ट्रीकरण की प्रक्रिया—

(1) रजिस्ट्रीकरण के लिए प्ररूप उद्यम रजिस्ट्रीकरण पोर्टल में उपलब्ध कराया जाएगा।

(2) उद्यम रजिस्ट्रीकरण फाइल करने के लिए कोई फीस नहीं होगा।

(3) उद्यम रजिस्ट्रीकरण के लिए आधार संख्या अपेक्षित होगी।

(4) आधार संख्या स्वामित्व फर्म के मामले में स्वत्वधारी की होगी, भागीदारी फर्म के मामले में प्रबंधक भागीदार की और हिंदू अविभक्त कुटुंब (एचयूएफ) के मामले में कर्ता की होगी।

(5) कंपनी या सीमित देयता भागीदारी या किसी सहकारी समिति या सोसाइटी या ट्रस्ट के मामले में, संगठन या उसके प्राधिकृत हस्ताक्षरकर्ता अपने आधार संख्या सहित अपना जीएसटीआईएन और पैन उपलब्ध करेंगे।

(6) यदि कोई उद्यम पैन सहित उद्यम के रूप में सम्यकरूप से रजिस्ट्रीकृत है, तो पूर्व वर्षों की किसी भी जानकारी की कमी, जब उसके पास पैन नहीं था, को स्व-घोषणा के आधार पर भरा जाएगा।

(7) कोई भी उद्यम एक से अधिक उद्यम रजिस्ट्रीकरण फाइल नहीं करेगा:
परन्तु विनिर्माण या सेवा या दोनों प्रकार की गतिविधियों को एक उदयम रजिस्ट्रीकरण में विनिर्दिष्ट किया या जोड़ा जाए।

(8) यदि कोई जानबूझकर दुर्व्यपदेशन जानकारी देता है या उदयम रजिस्ट्रीकरण या उन्नयन प्रक्रिया में दिखाई देने वाले स्व-घोषित तथ्यों और आंकड़ों को छिपाने का प्रयास करता है, तो वह अधिनियम की धारा 27 के अधीन विनिर्दिष्ट दंड का पात्र होगा।

7. विद्यमान उद्यमों का रजिस्ट्रीकरण.---

(1) ईएम-भाग-II या यूएएम के अधीन रजिस्ट्रीकृत सभी विद्यमान उद्यम 1 जुलाई, 2020 को या उसके पश्चात् उद्यम रजिस्ट्रीकरण पोर्टल पर फिर से रजिस्ट्रीकरण करेंगे।

(2) 30 जून, 2020 तक रजिस्ट्रीकृत सभी उद्यमों को इस अधिसूचना के अनुसार फिर से वर्गीकृत किया जाएगा।

(3) 30 जून, 2020 से पहले रजिस्ट्रीकृत विद्यमान उद्यम केवल 31 मार्च, 2021 तक की अवधि के लिए विधिमान्य रहेंगे।

(4) सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के अधीन किसी अन्य संगठन के साथ रजिस्ट्रीकृत उद्यम, उद्यम रजिस्ट्रीकरण के अधीन स्वयं को रजिस्ट्रीकृत करेंगे।

8. सूचना का अद्यतन और वर्गीकरण में संक्रमण अवधि--

(1) उद्यम रजिस्ट्रीकरण संख्या वाला कोई उद्यम पूर्ववर्ती वित्तीय वर्ष के लिए आईटीआर और जीएसटी रिटर्न के ब्यौरे सहित उद्यम रजिस्ट्रीकरण पोर्टल में ऑनलाइन अपनी सूचना तथा ऐसी अन्य अतिरिक्त सूचना, जो अपेक्षित हो, स्व-घोषणा के आधार पर अद्यतन करेगा।

(2) ऑनलाइन उद्यम रजिस्ट्रीकरण पोर्टल में विनिर्दिष्ट अवधि के भीतर सुसंगत जानकारी अद्यतन करने में विफल होने पर उसका स्तर रद्द किए जाने के लिए उद्यम स्वयं जिम्मेदार होगा।

(3) प्रदान की गई जानकारी या आईटीआर या जीएसटी रिटर्न सहित सरकारी स्रोतों से प्राप्त की गई जानकारी के आधार पर उद्यम के वर्गीकरण को अद्यतन किया जाएगा।

(4) किसी उद्यम की क्रमिक वृद्धि (निम्नतर से उच्चतर श्रेणी में) अथवा क्रमिक ह्रास (निम्नतर श्रेणी की ओर अग्रसर होना) की स्थिति में उद्यम को उसके स्तर में होने वाले परिवर्तन के बारे में सूचित किया जाएगा।

(5) संयंत्र और मशीनरी या उपस्कर में विनिधान या आवर्तन अथवा दोनों में उच्चतर परिवर्तन तथा परिणामस्वरूप पुन: वर्गीकरण की स्थिति में उद्यम रजिस्ट्रीकरण के वर्ष के समाप्त होने से लेकर एक वर्ष की समाप्ति तक अपने वर्तमान स्तर को बरकरार रखेगा।

(6) किसी उद्यम के क्रमिक ह्रास की स्थिति में, चाहे वह पुन: वर्गीकरण के परिणामस्वरूप हुआ हो या संयंत्र और मशीनरी अथवा उपस्कर में विनिधान या आवर्तन में वास्तविक परिवर्तन अथवा दोनों के कारण हुआ हो तथा चाहे उद्यम अधिनियम के अधीन रजिस्ट्रीकृत हो अथवा नहीं, उद्यम वित्तीय वर्ष की समाप्ति तक अपनी वर्तमान श्रेणी में बना रहेगा तथा उसे ऐसे परिवर्तन वाले वर्ष के पश्चात् के वित्तीय वर्ष के 1 अप्रैल से परिवर्तित स्तर का लाभ प्रदान किया जाएगा।

9. उद्यमों की सुविधा और उनकी शिकायतों का निवारण—

(1) विभिन्न संस्थाओं और विकास संस्थाओं (एमएसएमईडीआई) सहित सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के कार्यालयों में कार्यरत चैंपियन कंट्रोल रूम रजिस्ट्रीकरण की प्रक्रिया को सुविधाजनक बनाने और सूक्ष्म, लघु और मध्यम उद्यमों को आगे सुगमता पूर्वक सभी प्रकार की संभव सहायता उपलब्ध कराने के लिए एकल खिड़की प्रणाली के रूप में कार्य करेंगे।

(2) जिला उद्योग केंद्र (डीआईसी) भी अपने-अपने जिलों में एकल खिड़की सुविधा प्रणाली के रूप में कार्य करेंगे।

(3) यदि कोई व्यक्ति किसी कारणवश जिसके अन्तर्गत आधार संख्या का न होना भी है, उद्यम रजिस्ट्रीकरण फाइल नहीं कर पाता है तो वह अपने आधार संख्या नामांकन पहचान पर्ची अथवा आधार नामांकन के अनुरोध की प्रति अथवा बैंक की फोटोयुक्त पासबुक अथवा मतदाता पहचान पत्र अथवा पासपोर्ट अथवा ड्राइविंग लाइसेंस में से किसी भी एक को लेकर उपर्युक्त किसी भी एकल खिड़की प्रणाली से उद्यम रजिस्ट्रीकरण के लिए संपर्क कर सकता है तथा एकल खिड़की प्रणाली, जिसके अंतर्गत प्रक्रिया भी है, उसकी आधार संख्या प्राप्त करने में सहायता करेगी और तत्पश्चात उद्यम रजिस्ट्रीकरण की आगे की प्रक्रिया में सहायता करेगी।

(4) किसी भी त्रुटि अथवा शिकायत के मामले में संबंधित जिले के जिला उद्योग केन्द्र का महाप्रबंधक उद्यम द्वारा दिए गए उद्यम रजिस्ट्रीकरण के ब्यौरों के सत्यापन के संबंध में जांच करेगा और तत्पश्चात अपनी आवश्यक टिप्पणी के साथ मामले को संबंधित राज्य सरकार के निदेशक अथवा आयुक्त अथवा उद्योग सचिव के पास भेजेगा जो उद्यम को नोटिस जारी करने और उसे मामले को प्रस्तुत करने का अवसर प्रदान करेगा तथा जांच के आधार पर ब्यौरों में संशोधन कर सकेगा अथवा सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय से उद्यम रजिस्ट्रीकरण प्रमाण पत्र निरस्त करने की सिफारिश कर सकेगा।

[फा. सं. 21(5)/2019-पीएण्डजी/पालिसी(पार्ट-IV)]

ए. के. शर्मा, सचिव

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

NOTIFICATION

New Delhi, the 26th June, 2020

S.O. 2119(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 and sub-section (2) read with sub-section (3) of section 8, of the Micro, Small and Medium Enterprises Development Act, 2006, (27 of 2006), hereinafter referred to as the said Act, and in supersession of the notifications of the Government of India in the Ministry of Micro, Small and Medium Enterprises number S.O.1702 (E), dated the 1st June, 2020, S.O. 2052 (E), dated the 30th June, 2017, S.O.3322 (E), dated the 1st November, 2013 and S.O.1722 (E), dated the 5th October, 2006, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-Section (ii), except as respects things done or omitted to be done before such supersession, the Central Government, after obtaining the recommendations of the Advisory Committee in this behalf, hereby notifies certain criteria for classifying the enterprises as micro, small and medium enterprises and specifies the form and procedure for filing the memorandum (hereafter in this notification to be known as "Udyam Registration"), with effect from the 1st day of July, 2020, namely:--

1. Classification of enterprises.-An enterprise shall be classified as a micro, small or medium enterprise on the basis of the following criteria, namely:--

(i) a micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;

(ii) a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and

(iii) a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

2. Becoming a micro, small or medium enterprise.--

(1) Any person who intends to establish a micro, small or medium enterprise may file Udyam Registration online in the Udyam Registration portal, based on self-declaration with no requirement to upload documents, papers, certificates or proof.

(2) On registration, an enterprise (referred to as "Udyam" in the Udyam Registration portal) will be assigned a permanent identity number to be known as "Udyam Registration Number".

(3) An e-certificate, namely, "Udyam Registration Certificate" shall be issued on completion of the registration process.

3. Composite criteria of investment and turnover for classification.--

(1) A composite criterion of investment and turnover shall apply for classification of an enterprise as micro, small or medium.

(2) If an enterprise crosses the ceiling limits specified for its present category in either of the two criteria of investment or turnover, it will cease to exist in that category and be placed in the next higher category but no enterprise shall be placed in the lower category unless it goes below the ceiling limits specified for its present category in both the criteria of investment as well as turnover.

(3) All units with Goods and Services Tax Identification Number (GSTIN) listed against the same Permanent Account Number (PAN) shall be collectively treated as one enterprise and the turnover and investment figures for all of such entities shall be seen together and only the aggregate values will be considered for deciding the category as micro, small or medium enterprise.

4. Calculation of investment in plant and machinery or equipment.--

(1) The calculation of investment in plant and machinery or equipment will be linked to the Income Tax Return (ITR) of the previous years filed under the Income Tax Act, 1961.

(2) In case of a new enterprise, where no prior ITR is available, the investment will be based on self-declaration of the promoter of the enterprise and such relaxation shall end after the 31st March of the financial year in which it files its first ITR.

(3) The expression "plant and machinery or equipment" of the enterprise, shall have the same meaning as assigned to the plant and machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (other than land and building, furniture and fittings).

(4) The purchase (invoice) value of a plant and machinery or equipment, whether purchased first hand or second hand, shall be taken into account excluding Goods and Services Tax (GST), on self-disclosure basis, if the enterprise is a new one without any ITR.

(5) The cost of certain items specified in the *Explanation I* to sub-section (1) of section 7 of the Act shall be excluded from the calculation of the amount of investment in plant and machinery.

5. Calculation of turnover.--

(1) Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro, small or medium, for the purposes of classification.

(2) Information as regards turnover and exports turnover for an enterprise shall be linked to the Income Tax Act or the Central Goods and Services Act (CGST Act) and the GSTIN.

(3) The turnover related figures of such enterprise which do not have PAN will be considered on self-declaration basis for a period up to 31st March, 2021 and thereafter, PAN and GSTIN shall be mandatory.

6. Registration process.—

(1) The form for registration shall be as provided in the Udyam Registration portal.

(2) There will be no fee for filing Udyam Registration.

(3) Aadhaar number shall be required for Udyam Registration.

(4) The Aadhaar number shall be of the proprietor in the case of a proprietorship firm, of the managing partner in the case of a partnership firm and of a karta in the case of a Hindu Undivided Family (HUF).

(5) In case of a Company or a Limited Liability Partnership or a Cooperative Society or a Society or a Trust, the organisation or its authorised signatory shall provide its GSTIN and PAN along with its Aadhaar number.

(6) In case an enterprise is duly registered as an Udyam with PAN, any deficiency of information for previous years when it did not have PAN shall be filled up on self-declaration basis.

(7) No enterprise shall file more than one Udyam Registration:

Provided that any number of activities including manufacturing or service or both may be specified or added in one Udyam Registration.

(8) Whoever intentionally misrepresents or attempts to suppress the self-declared facts and figures appearing in the Udyam Registration or updation process shall be liable to such penalty as specified under section 27 of the Act.

7. Registration of existing enterprises.---

(1) All existing enterprises registered under EM–Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.

(2) All enterprises registered till 30th June, 2020, shall be re-classified in accordance with this notification.

(3) The existing enterprises registered prior to 30th June, 2020, shall continue to be valid only for a period up to the 31stday of March, 2021.

(4) An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

8. Updation of information and transition period in classification.--

(1) An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self-declaration basis.

(2) Failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its status.

(3) Based on the information furnished or gathered from Government's sources including ITR or GST return, the classification of the enterprise will be updated.

(4) In case of graduation (from a lower to a higher category) or reverse-graduation (sliding down to lower category) of an enterprise, a communication will be sent to the enterprise about the change in the status.

(5) In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration.

(6) In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

9. Facilitation and grievance redressal of enterprises.--

(1) The Champions Control Rooms functioning in various institutions and offices of the Ministry of Micro, Small and Medium Enterprises including the Development Institutes (MSME-DI) shall act as Single Window Systems for facilitating the registration process and further handholding the micro, small and medium enterprises in all possible manner.

(2) The District Industries Centres (DICs) will also act as Single Window facilitation Systems in their Districts.

(3) Any person who is not able to file the Udyam Registration for any reason including for lack of Aadhaar number, may approach any of the above Single Window Systems for Udyam Registration purposes with his Aadhaar enrolment identity slip or copy of Aadhaar enrolment request or bank photo pass book or voter identity card or passport or driving licence and the Single Window Systems will facilitate the process including getting an Aadhaar number and thereafter in the further process of Udyam Registration.

(4) In case of any discrepancy or complaint, the General Manager of the District Industries Centre of the concerned District shall undertake an enquiry for verification of the details of Udyam Registration submitted by the enterprise and thereafter forward the matter with necessary remarks to the Director or Commissioner or Industry Secretary concerned of the State Government who after issuing a notice to the enterprise and after giving an opportunity to present its case and based on the findings, may amend the details or recommend to the Ministry of Micro, Small or Medium Enterprises, Government of India, for cancellation of the Udyam Registration Certificate.

[F. No. 21(5)/2019-P&G/Policy (Pt-IV)]

A. K. SHARMA, Secy.

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INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for ____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

Section 4 – Compensation for Damages

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

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

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

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

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

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

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

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

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

Section 8 –Independent External Monitor(s)

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

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

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

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

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Other Provisions

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

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

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

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

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

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

Place---------------------

Date----------------------

Witness: ____________________	Witness: ______________________
(Name & Address) ____________	(Name & Address)________________
____________________________	______________________________

Packing standards

1. Items should be packed first with triple layer polythene sheet, Critical fragile items to be wrapped in bubble wrap.
2. High Quality Pine wood packing is required above the triple layer packing sheet.
3. Fumigation of the wood to be done. Fumigation certificate to be provided
4. BHEL packing numbers as per the shipping instruction will be provided and during dispatch the same to be permanently painted.
5. For critical electronic items, if any, the wooden packages to be covered with Thick tarpaulin sheet.
6. Detailed packing plan shall be submitted by vendor for BHEL's approval. BHEL will inspect the packing standard at CHA Godowns for each shipment.
7. Proper handling instructions to be pasted on the packages.
8. In case any rejection of package by BHEL during physical verification at CHA Godown, it is vendor's responsibility to set the packing right by making visit to CHA Godown.
9. All the necessary certifications for the packing done to enable the containerized shipment shall be in the scope of vendor.

Sr. No.	Details	Action By
F	**SHIPPING MARKS ON PACKAGE/CASE:** **Each package shall be clearly marked or stenciled on at least two sides as follows:** **Project Description:** **"Construction of 2 X 60 MVA, 132/33 kV Sub- Station, 50 kVA Solar Powered Mini Grids in 23 LGAs & Solar Powered Stand Alone Street lights in Kaduna State, Nigeria "** **Customer:** **KADUNA STATE MINISTRY FOR RURAL AND COMMUNITY DEVELOPMENT** **1 KADUNA STATE SECRETARIAT, KADUNA** **REPUBLIC OF NIGERIA** **Exporter:** **Bharat Heavy Electricals Limited** **International Operations Division** **New Delhi –110003, INDIA** **Port of Loading: IO/ROD will intimate separately** **Port of Discharge: IO/ROD will intimate separately** **Final Destination: KADUNA, REPUBLIC OF NIGERIA** Each package should have the following inscriptions and signs stenciled with an indelible ink legibly and clearly: **Package number: BHEL/KAD/XXX/YY/ZZZ** XXX to be named SPV for Solar PV Module, AJB for Array Junction Box, INV for inverter and BAT for battery. YY to be numbered as 05 for 5 kVA equipment, 10 for 10 kVA equipment, 15 for 15 kVA equipment and 00 for spares. ZZZ stands for case Number **Gross weight and Net weight in kgs:** **Dimensions (L X B X H) in cm:**	Vendors

Sr. No.	Details	Action By
G	**SPECIAL PACKING INSTRUCTION FOR EDN/EPD & VENDORS:** **The solar system to be installed in Kaduna State in Nigeria under this project is of three ratings, which are 5 kVA, 10 kVA & 15 kVA. There are 221 location spread all over Kaduna state, at which 186 Nos. of 5 kVA, 31 Nos. 10 kVA system and 4 Nos. of 15 kVA system is to be installed.** **EDN/EPD is requested to take special care while preparing boxes for Solar PV module. All modules required for a given rating (i.e. 5 kVA, 10 kVA or 15 kVA) to be packed in single box and package to be named as per instruction provided above. 221 Nos. of PV module spares to packed as per packing convenience, however, package to be named as per instruction provided above.** **Similar procedure to be adopted for AJB, Battery and Inverter.**	Vendors
H	**GENERAL PACKING INSTRUCTION AND INSPECTION PRIOR TO DISPATCH OF MATERIAL BY EDN/ SUB-VENDORS:**	
1.	Packing (tare) shall be part of the Equipment cost and shall not be subject to return. The packing should ensure integrity and cohesiveness of each delivery batch of Equipment during transportation. In case of Equipment assemblies and unit's delivery in the packing of glass, plastics or paper, the specification of packing with the material and weight characteristics are to be indicated. **Hazardous goods** must be packed as per international standards/practice. **Case Number Marking**: Cases which cannot be marked as above shall have metal tags with the necessary markings on them. The metal tags shall be securely attached to the packages with strong steel binding wire.	Vendors
2.	All equipment and materials and other Plant shall be suitably coated, wrapped, or covered and boxed or crated for export shipment and to prevent damage during handling and storage at the Site. Cardboard boxes shall be enclosed in a solid wooden cases.	Vendors
3.	Equipment and process materials shall be packed and semi-knocked down, to the extent possible, to facilitate handling and storage and to protect bearings and other machine surfaces from oxidation. Each container, box, crate or bundle shall be reinforced with steel strapping in such a manner that breaking of one strap will not cause complete failure of the packaging. The packing shall be of best standard to withstand rough handling and to provide suitable protection from tropical weather while in transit and while awaiting erection at the site.	Vendors
4.	Equipment and materials in wooden cases or crates shall be properly cushioned to withstand the abuse of handling, transportation and storage. Packing shall include preservatives suitable to tropical conditions. All machine surfaces and bearings shall be coated with oxidation preventative compounds. All parts subject to damage when in contact with water shall be coated with suitable grease and wrapped in heavy asphalt or tar impregnated paper.	Vendors

Sr. No.	Details	Action By
5.	Crates and packing material used for shipping will become the property of Employer. Shippers container used for transportation of material shall be returned to the Contractor.	Vendors
6.	Each part of the equipment which is to be shipped as a separate piece or smaller parts packed within the same case shall be legibly marked to show the unit of which it is part, and match marked to show its relative position in the unit, to facilitate assembly in the field. Unit marks and match marks shall be made with steel stamps and with paint.	Vendors
7.	Wherever necessary besides usual Inscriptions the cases shall bear special indication such as "Top", "Do not turn over", "Care', "Keep dry", etc., as well as indication of the center of gravity (with red vertical lines) and places for attaching slings (with chain marks). For all fragile equipment , unit should take special care to pack and label with additional markings such as " FRAGILE- HANDLE WITH CARE" , " LIFTING POINTS" , " THIS WAY UP" , " DO NOT STACK" etc. to protect them from damage in transit.	Vendors
8.	Concerned CQA/Unit QC/Third Party Inspection Agency shall verify the completeness of contents of each package w.r.t packing list both in terms of quality and quantity before authorizing dispatch of the consignment. Unit commercial to ensure the content of the package as per the packing list before dispatching to ROD especially vendor items and shall keep proper record of each package sent.	Vendors
9.	Packing commensurate with **international standards** and accepted norms will be ensured by CQA/ Unit QC/Third Party Inspection Agency. Packing has to be **sea-worth**y and secure. As far as possible, the packing has to be rectangular in shape for optimum space utilization in the ship and economize on shipping costs. **Projections on packages are prohibited.**	Vendors
10.	The packing list has to be checked and certified by the Inspection agency with due signatures. All packages shall be enclosed in suitable GI sheets on all sides.	Vendors
11.	No loose items / Gunny bag packing are allowed for shipment. Proper pallets and crates are to be used for packing of Oil drums and Structures, if any.	Vendors
12.	**Routing of Packing Lists:** Packing list is an extremely important document, which forms a part of export documentation in connection with the processing of customs formalities. Packing List has to be generated by units/Unit vendors and sent to IO and ROD, two weeks in advance, for processing and obtaining shipping bills' clearances and avoiding any delay at Mumbai port.	Vendors
13.	**Advance intimation to ROD- Mumbai & IO:** All supplying units/vendors will give at least 15 days advance intimation to ROD-Mumbai & IO along with package details before actual dispatches to arrange for storage/shipping arrangements by ROD Mumbai. Information must be sent to consolidate the details and arrange for shipments in time.	Vendors

Sr. No.	Details	Action By
14.	**Telephonic Intimation to ROD Mumbai of Movement of Vehicles:** Vehicle drivers to be instructed by the units to contact ROD regarding movement of vehicles on daily basis. Especially 2 days before arrival at Mumbai so that suitable directives can be given to the driver of the vehicle for further transportation of the goods to either docks or go down.	Vendors
15.	**Bond or Letter of Undertaking:** As per GOI guidelines. **Sealing of Container:** As per GOI guidelines. **Other Procedures w.r.t Export:** As per GOI guidelines.	Vendors
16.	**Provision of Inspection Windows on Packages:** Unit/Vendors should provide inspection window of size 6" x 4" (glass perplex) for customs examination for all packages (above 1.5 x 1.5 x 1.5 cu m) involving panels of any kind. Care would be taken to ensure that all packages are properly sealed to avoid ingress of moisture, rodents etc. Packing slip folders shall be attached in each box.	Vendors
17.	**Marking for Safe Handling:** To ensure safe handling, packing case shall be marked to show the following: • Upright position. • Sling position and Centre of Gravity position. • Storage category. • Fragile components (to be marked properly with a clear warning for safe handling).	Vendors
18.	**Marine Insurance Policy:** Insurance cover for shipment of material from unit works/ vendor works to ROD, Mumbai upto boarding of material on ship shall be taken by respective unit. Marine Insurance cover for shipment of material from Indian port to Nigerian port shall be taken by IO.	EDN/vendors
19.	GST Invoice as per M form. Following details to be mentioned in GST Invoice for Export – 1. Forex Bank Account no. for all type of Shipping Bill. 2. Authorized Dealer Code no. with Name of Bank for all type of Shipping Bill. 3. Duty Drawback Account no. with IFS code of Bank for Drawback Shipping Bill. As invoice will be used for export custom clearance details like HS code; CIF value, Freight value, Insurance value, FOB value in FC; Shipper name; Manufacturer name; Shipping bill type; Port of Loading (POL); Port of Discharge (POD); DBK serial no; Advance authorization no; EPCG License no, as applicable should appear on invoice. **Unit/ vendors to provide invoice and packing list to IO/ROD**	EDN/vendors

Sr. No.	Details	Action By
	• Type of Shipping Bills. • All Unit/vendors have to send their DEEC & EPCG license details to ROD Mumbai as per cargo dispatches.	EDN/vendors
	Catalogues/literature/write-up in case of customs endorsement for discharging exports obligation in case of DEEC imports to be made available to ROD before arrival of goods in the city of port of dispatch.	Vendors
	Certificate of Conformity: **Vendors are required to obtain the Product Certification/ SONCAP Certification from Internationally Accredited & Accepted Company for LC Opening as well as dispatch of items.**	Vendors
	All materials to be dispatched under intimation to ROD Mumbai: **Name and address of ware will be intimated separately by IO/ROD.** **The couriers /correspondence shall be sent to the following address -** Shri Vinayak Joglekar AGM, Bharat Heavy Electricals Ltd, Regional Operations Division, 14th/15th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai-400 005 Ph No-022-22171 300 Mob – 9429899320 E-mail: vj@bhel.in	EDN/vendors
	Customs formalities Period: Packages arriving at the port shall have a minimum time of 3 working days for customs examination and other related formalities in respect of the cargo under shipment. The goods received after arrival of the ship may not be loaded if either sufficient time does not exist or space available in the ship is booked by the carrier for other exporters due to lack of availability of the goods at the port in time for shipment from BHEL. In case, where the committed cargo to the carrier based upon information received from all the units does not reach in time of scheduled shipment at the port of dispatch, IO would be within its right to decide the priority of loading as per the project schedule requirements given the condition that adequate space in the ship is not available to accommodate the cargo.	For information
	Shipping Procedures and ROD Responsibilities: Consolidation of Packages and Storage in Warehouse. ROD either themselves or through their CHA would ensure following: • Proper storage of goods at an elevated level if store is in open to avoid damages to the consignment during rainy season (All the packages to be covered with a proper tarpaulin in open storage). • All items to be stored indoors. • Consolidation of the goods as per summary packing lists. • Check marks and numbers on packages. Carry out the corrections, if necessary. • Label the packages linking to the proposed shipping carrier to ensure that package does not get left out. • Repair any damage to the packing before loading onto the ship with cost debit to concerned units.	ROD

STATUATORY AUDITOR OR COST AUDITOR CERTIFICATION ON THE LETTER HEAD OF COMPANY

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, P-45021/2/2017-PP (BE-II) dated 28.05.2018 & P-45021/2/2017-PP (BE-II) dated 29.05.2019 & P-45021/2/2017-PP (BE-II) dated 04.06.2020 we hereby certify that

……………………………………………………………………………………………

(Supplier name) are local supplier meeting requirement of minimum local content (**to be filled by supplier)** defined in as above orders for the material against Enquiry No. PKNBOS0006 Dt. (date to be mentioned as per EPS)

For the supply of Ni-CAD batteries for Kaduna SPV project, Nigeria Details of location at which local value addition will be made is as follows:

……………………………………………………………………………………………

……………………………………………………………………………………………

……………………………………………………………………………………………

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized signatory with date

Certificate by Chartered Accountant on letterhead

This is to certify that M/s ____

(hereinafter referred to as 'enterprise') having PAN Number ___________and UDYAM Registration Number _______________________, registered office at ___________ ____ is falling under the category _____________ (**Micro** / **Small** / **Medium**) under MSMED Act 2006. (Copy of UDYAM Registration Certificate to be enclosed).

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

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

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

Date:

(Signature) Name-
Membership number-

Seal of Chartered Accountant with UDIN reference

TECHNICAL SPECIFICATION

FOR

Nickel-Cadmium (NiCd) Battery

Revision details: R 01 Changes highlighted.	Prepared	Approved	Date
	23/9/2020 PVV Ravi Kishore V	23/9/2020 B N Ramesh	23.09.2020

1.0 INTRODUCTION

This technical specification provides BHEL's requirement for Design, Engineering, Manufacture, Supply I&C support at site, Training and Warranty conditions of Nickel-Cadmium (NiCd) battery. This battery is meant for providing energy storage and back-up supply to various emergency loads through the solar inverter in solar PV power plants. These mini grids will be installed at 221 community health centers located at different places spread within Kaduna State of Nigeria, Africa. List of site locations is enclosed on Annexure-1.

2.0 SCOPE OF VENDOR

a) Supply of NiCd batteries including spares

S. No	Description	Qty	Unit
1	Supply of 48V, 900 Ah NiCd battery	186	Sets
2	Supply of 120V, 720 Ah NiCd battery	31	Sets
3	Supply of 240V, 540 Ah NiCd battery	4	Sets
4	Supply of spares 1.2V, 900Ah – 35 cells 1.2V, 720Ah – 4 cells 1.2V, 540Ah – 1 cell	1	Set

b) Support at site for Commissioning
c) Training to customer's engineers & integrator at manufacturer works and site
d) Service support during Comprehensive Warranty period

3.0 APPLICABLE STANDARDS AND CODES:

Standard/Code	Description
IEC 62259	Secondary cells and batteries containing alkaline or other non-acid electrolytes Nickel Cadmium prismatic secondary cells with partial gas recombination
IEC 61427-1	Secondary cells and batteries for Photovoltaic energy systems – General requirements and methods of test.

4.0 Technical Specifications:

Vendor must ensure that the batteries supplied under the contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials. The batteries must conform to following while tested at supplier's premises and shall have following parameters.

#	Parameter	Specification		
		48V,900 Ah	120V, 720 Ah	240V, 540 Ah
1	Battery type	Nickel Cadmium		
2	Construction	Pocket plate type		
3	Battery Nominal Voltage (V)	48	120	240
4	Battery Nominal Capacity rating at C5 and 27^{o}C (min Ah)	900	720	540

#	Parameter	Specification		
		48V,900 Ah	120V, 720 Ah	240V, 540 Ah
5	PV power plant capacity (kWp)	5	10	15
6	Inverter cum charge controller capacity (kW)	5	10	15
7	Battery Charger output current (minimum in A)	70	60	50
8	Number of cells	40	100	~~120~~ 200
9	Dimensions of the battery	Vendor to specify		
10	Weight of the battery	Vendor to specify		
11	Battery Temperature compensation	Vendor to specify		
12	Duty requirement	Daily cycle		
13	Cell Nominal Voltage	1.2 V		
14	Container type	Polypropylene		
15	Electrode assembly	Perforated steel strips		
16	Electrolyte	Aqueous solution of Potassium hydroxide and Lithium hydroxide		
17	Separator	Polypropylene mat		
18	Venting system	Flame arresting flip type		
19	Float charge voltage	Approx..,1.42 V/cell. Vendor to specify.		
20	Boost charge voltage	approx., 1.65 to 1.7 V/cell. Vendor to specify.		
21	Quick charging	Battery shall be compatible for boost charging.		
22	Rack coating	Alkali resistant epoxy powder coated		
23	Operating temperature	-20°C to 50°C		
24	Cycle life (minimum)	2500 cycles (6.8 years) at 50% DOD and 20°C. 1000 cycles (2.7 years) at 50% DOD and at 35°C 800 cycles (2.1 years) at 80% DOD and at 20°C 600 cycles (1.6 years) at 80% DOD and at 35°C		
25	Float life	20 years		
26	Installation	Indoor (non-air-conditioned) and floor mounted		
27	Mounting stand / rack	Ground mounted stand / rack to mount battery cells shall be supplied as per applicable standard in order to minimize the foot print to the extent possible		
28	Inter cell connectors	Nickel plated copper		
29	Nuts, bolts and washers for Inter cell connectors	Alkali resistant stainless steel		
30	Installation & Commissioning accessories for each battery set	All items required for interconnection of battery cells to form battery bank such as inter cell connecting links/ cables, lugs, nuts, bolts, washers, insulated spanner, thermometer (if required), gloves, googles, boots, petroleum jelly, electrolyte, DM water (if required) etc. shall be supplied along with each set of batteries.		
31	Shipment methodology	Vendor to submit shipment state proposed with respect to electrolyte & charging for BHEL's approval		

#	Parameter	Specification		
		48V,900 Ah	120V, 720 Ah	240V, 540 Ah
32	Packing	Shipping and packing shall be as per instructions enclosed. Each set of battery shall be packed separately as the site locations are different. Any changes in shipping and packing methodology shall be subjected to BHEL approval		
33	Auxiliary power requirement for batteries initial charging at site	Vendor to specify the detailed requirement		
34	Cable termination hardware	Vendor shall specify the details and supply the final cable termination hardware (Bolts, Nuts & washers)		
35	Cable lugs	Cable lugs will be supplied by BHEL/ BHEL's integrator. Vendor has to specify the exact type of termination details		
36	Construction	Vendor shall design the battery for withstanding the high temperature tropical conditions of Nigeria. Vendor has to submit the construction details along with finish to BHEL for approval. All hardware used shall be SS304.		
37	BHEL Monogram	BHEL Monogram shall be fixed on each set of battery. Design of monogram will be provided by BHEL		

Operation Philosophy:

PV array installed at the power plants shall be charging the batteries through the solar charger controller cum inverter during the solar hours. The energy stored in the batteries shall be used for meeting the load requirements. The DOD of the battery shall be set to the extent solar resource available as per the rating of the PV power plant specified above. The required inputs of cut-off voltage, DOD required in order to limit the discharge to the extent of available solar energy shall be finalized together with the battery OEM during the detailed engineering. Inverter will be set to this cut-off voltage in order to shut down whenever this DOD is reached. The battery will be recharged from the solar PV power plant during the solar hours on the next day and will be supporting the next discharge cycle.
Vendor has to provide the statutory symbols/markings viz., indications for +ve and –ve polarity etc., on the battery.
All necessary battery related equipment/accessories for successful installation & commissioning and determination of battery set points required for the above operation shall be considered in the scope of supply by the vendor

5.0 Documents to be submitted along with offer without which offer shall be liable for rejection:

1. Technical Data sheets, Drawings – GA, SLD, BOM, Mounting arrangement, weight & dimensional details etc. of each type of battery
2. Type Test certificates for all equipment as applicable
3. Credentials of manufacturer- details previously made supplies
4. Filled in values/details wherever the same is asked for in BHEL technical specifications.
5. Vendor shall provide clause wise compliance to BHEL specification with sign and seal on every page.

In case of any clarifications needed in this specification, the same needs to be communicated in writing at least five days earlier to the technical bid opening date.

6.0 Documents to be submitted for BHEL approval within 1 week after receipt of Purchase order

1. Technical Data sheets of all equipment
2. Drawings – GA, SLD, BOM, Mounting arrangement etc. of all equipment
3. Catalog with Discharge characteristics chart of Batteries (K-factor) and all battery curves.
4. Type test certificates and reports of all equipment
5. Manufacturing Quality Plan (MQP) & inspection plan of the equipment indicating all tests/checks as per relevant IS/IEC standards, as called in this document and any other relevant standards shall be submitted to BHEL for approval.
6. Installation & Commissioning Manual of all equipment
7. Checklist for commissioning and validating the set points
8. Operation and maintenance manual of all equipment
9. List of commissioning spares & accessories of the batteries
10. Packing plan for the shipment.

7.0 Support from vendor during document approval phase

During the phase of approval of design / engineering / quality documents (GA, GTP, BOM, MQP, Test report etc.), it will be required to hold in-depth discussions with BHEL/customer to provide clarifications through clear understanding of technical queries. Accordingly, when needed, vendor shall hold direct (across-the-table) discussions or through Video-conference with BHEL (Bangalore office) and/ or customer to eliminate undue time delays.

8.0 Inspection and testing of equipment at vendor works:

BHEL and/ or BHEL customer shall witness the testing of inverters as per relevant IS/IEC standards/inspection plan. All routine tests and acceptance tests on final products shall be done as per MQP approved by the BHEL. Factory test report shall be submitted to BHEL along with inspection call. BHEL reserves right to witness the test/inspection or waive the test/inspection. Schedule of inspection shall be intimated to BHEL at least one week in advance. Waiver of inspection does not relieve the vendor's responsibility for compliance to product specification.

9.0 SONCAP Certification:

The material being exported to Nigeria shall comply to Standards Organization of Nigeria Conformity Assessment Programme (SONCAP). Vendor may refer www.son.gov.ng for the details.

It is the responsibility of the vendor to provide the valid SONCAP certificate to BHEL for the shipment of the material.

10.0 Commissioning Support:

Vendor shall depute their service engineer for a visit to Kaduna, Nigeria for testing and commissioning of batteries upon BHEL's intimation. Service engineer shall carry all the required accessories, tool kits & measuring instruments required for the commissioning of the inverters. Service engineer shall also demonstrate charging and discharging of the batteries as per the finalized design parameters.

It shall be assumed that 5 sets of batteries shall be commissioned in a single visit. Approximately 20 days shall be considered for the commissioning of 5 sets of batteries. A single lump-sum price shall be offered for installation and commissioning support. The lump-sum price shall include all the incidental costs for visit that will be incurred by the vendor towards the above activities including travel, Visa charges, Insurance, medical expenses, local conveyance, boarding, lodging and any other contingency expenses which are explicitly not mentioned.

11.0 Training to BHEL's integrator and Customer:

Vendor shall train BHEL/BHEL's integrator in installation and commissioning of batteries by imparting the training at manufacturer works and hands-on training at five sites during the above visit. Vendor shall provide detailed installation and commissioning procedure with the necessary checklists. BHEL/BHEL's integrator shall commission the batteries at the remaining 216 sites. It is the vendor's responsibility to impart complete training to BHEL's integrator and ensure complete online support as required for commissioning of all the batteries. If any failure or internal technical problem is encountered in the equipment during commissioning of remaining 216 sites, it will be replaced free of cost by vendor. Any additional visits required to complete commissioning will be in the vendor's scope and no payment will be made by BHEL for additional visits.

During the above onsite commissioning support visit, complete training on technical features, installation & commissioning steps, operation & maintenance aspects, trouble-shooting of the batteries shall be given to end customer at Renewable Energy Academy in Kaduna.

Charges incurred by the vendor towards the training to BHEL's integrator and customer shall be deemed to be included in the cost of supply of batteries. No additional payment will be made by BHEL/ end customer.

12.0 Comprehensive Warranty Support:

During the warranty period, whenever a technical problem is encountered with equipment supplied by vendor, BHEL/ end customer shall report the same to the vendor. Vendor must ensure that the problem is attended, either by replacement or repair of the defective part(s)/ batteries free of cost. Charges incurred by the vendor towards repair/replacement, travel, lodging, boarding, material transportation, service and any other contingency expenditure shall be deemed to be included in the cost of equipment. No additional payment will be made by BHEL/ end customer.

Vendor shall inform the escalation matrix and procedure for attending complaints on batteries. Sufficient stock of spare components to be considered for this purpose.

Vendor shall provide optional price for additional comprehensive warranty of 3 years after completion of initial warranty period. Additional warranty may be ordered by BHEL/ end customer before expiry of initial warranty period.

Annexure-1			
List of Public Health Centres (PHCs) identified for Solar Mini-Grids Project in Kaduna State, Nigeria			
S/N	**Local Government Area (LGA)**	**NAME OF PHC**	**Ratings of connected inverters (KVA)**
1	Birnin Gwari	KUYELLO	5
2		TABANNI	5
3		KUTEMESHE	5
4		SAULAWA	5
5		KAMFANIN DOKA	5
6		HALADU	5
7		BIRNIN GWARI	5
8		DOGON DAWA	10
9		KAZAGE (DAMARI)	5
10		KAKANGI	5
11		RANDAGI	10
12	Chikun	CHIKUN	5
13		GWAGWADA	5
14		KAKAU	10
15		BURUKU	5
16		KURIGA	5
17		NASARAWA	5
18		SABON GARI	5
19		WADA KUJAMA	5
20		MARABAN RIDO	5
21		NARAYI	5
22		SABO TASHA	5
23		ROMI	10
24	Giwa	DANMAHAWAYI	5
25		PANHAUYA	5
26		GIWA	10
27		KAYA	5
28		WAZATA	5
29		TURAWA	5
30		KIDANDAN	5
31		SHIKA	5
32		YAKAWADA	5
33	Igabi	RIGACHIKUN	10
34		MANDO	10
35		RIGASA	5
36		SABO BIRNI	5
37		GWANDA	10
38		MARABAN JOS	5
39		JAJI	10
40		GADAN GAYAN	5
41		KWANAN FARAKWAI	5
42		IGABI	5
43		IKARA	5

S/N	Local Government Area (LGA)	NAME OF PHC	Ratings of connected inverters (KVA)
44	Ikara	PALA	5
45		MALIKANCI	5
46		SAYA-SAYA	5
47		SAULAWA	5
48		WAMBAI	5
49		AUCHAN	15
50		KUYA	5
51		PAKI	10
52	Jaba	SABON GARI CHORI	5
53		FOGYEI_Reneted	5
54		ANKUNG A	5
55		NOK	5
56		SAMBAN GIDA	5
57		KWOI	10
58		SAB-ZURO	5
59		BITARO	5
60	Jema'a	ATUKU	5
61		BARDE	5
62		GODO GODO	5
63		JAGINDI	5
64		KAFANCHAN A	5
65		KAFANCHAN B	10
66		KAGOMA	5
67		UNWAN FARI	5
68		MAIGIZO	5
69		TAKAU	5
70		KACHIA	5
71		GUMEL	5
72	Kachia	BISHINI	5
73		KATARI	5
74		DOKA	5
75		AGUNU	5
76		SABON SARKI	5
77		KURMIN MUSA	5
78		TSAUNI	5
79		ANKUWA	5
80	Kaduna North	MALALI	5
81		ZIM	10
82		H/BANKI	5
83		KABALA	5
84		JUNCTION ROAD	5
85		U/RIMI	5
86		U/DOSA	5
87		U/SHANU	15
88		UNGWAN SARKI	5
89		JOS ROAD	5

S/N	Local Government Area (LGA)	NAME OF PHC	Ratings of connected inverters (KVA)
90	Kaduna South	HAJ ASMAU AHMED	5
91		KAKURI HAUSA	5
92		KURMIN GWARI	10
93		MAKERA I	5
94		U/SANUSI	5
95		KAGORO ROAD	5
96		FAKI ROAD	5
97		T/NUPAWA	5
98		KABALA WEST	5
99		ZANGO ROAD	5
100		TUDUN WADA NORTH	10
101	Kagarko	KENYI	5
102		KWASERE	5
103		KURMIN JIBRIN	5
104		KUBACHA	5
105		DOGON KURMI	5
106		AKOTI	5
107		KAGARKO	5
108		IDDAH	10
109		KUKUI	5
110	Kajuru	IBURU	5
111		BUDA	5
112		IRI-GARI	5
113		KAJURU	5
114		KALLAH	10
115		KASUWAN MAGANI	5
116		KUFANA	5
117		TANTATU	5
118		RIMAU	5
119	Kaura	FADA	5
120		KUKUM GIDA	5
121		KAGORO	5
122		AGBAN	5
123		MALLAGUM	5
124		BONDONG	5
125		FADAN ATTAKAR	5
126		TACHIRA	5
127		KAURA	5
128	KAURU	KAURU	5
129		KAGA DAMA	5
130		DANDAURA	5
131		DOKAN KARJI	5
132		KWASSAM	5
133		KINUGU	5
134		KONO	5
135		BAKIN KOGI	5

S/N	Local Government Area (LGA)	NAME OF PHC	Ratings of connected inverters (KVA)
136		KAMARU CHAWAI	5
137		RAHAMA	5
138	KUBAU	ANCHAU	15
139		KARGI	5
140		HASKIYA	5
141		PAMBEGUA	5
142		KUBAU	5
143		MAUDE	5
144		D/WAI	5
145		ZUNTU	5
146		KARRE	5
147	KUDAN	GARU	5
148		HUNKUYI	5
149		K/WALI	10
150		SABON GARI	5
151		DOKA	5
152		TABA	10
153		KUDAN	5
154		DANGASHI	5
155	Lere	ABADASWA	5
156		KAYARDA	5
157		KUDARU	10
158		LERE	10
159		R/KURA	10
160		U/BAWA	5
161		SAMINAKA	10
162		LAZURAU	5
163	Makarfi	MAYERE	5
164		GIMI GARI	5
165		GWANKI	5
166		K/MATA	5
167		GUBUCHI	5
168		GAZARA	5
169		N/DOYA	5
170		DANDAMISA	5
171	Sabon Gari	BASAWA	5
172		HAYIN DONGO	10
173		CHIKAJI	5
174		SAKADADI	5
175		SAMARU	5
176		A/KWARI	5
177		JAMA'A	5
178		U/HGABAS	5
179		KWATA	5
180		ZABI	5
181		GWANTU	5

S/N	Local Government Area (LGA)	NAME OF PHC	Ratings of connected inverters (KVA)
182	Sanga	MAYIR	5
183		LANGA	5
184		NANDU BASHAYI	5
185		KARSHI	5
186		U/NUNGU	5
187		ABORO	5
188		WASA	5
189		F/NINZO	10
190		ANCHA	5
191	Soba	SOBA	15
192		GAMAGIRA	5
193		GARU	5
194		KINKIBA	5
195		RAHAMA	5
196		KWASALLO	5
197		YAKASAI	10
198		RICHIFA	5
199		AWAI	5
200	Zangon Kataf	GORA-BAFAI	5
201		FARMAN	5
202		GORA GIDA	5
203		F/KAMANTAN	5
204		MABUSHI	5
205		U/RIMI	5
206		K/MASARA	5
207		ZANGO	5
208		ZONKWA	5
209		SAKO	5
210	Zaria	WUCICIRI	5
211		DAMBO	5
212		U/DANKALI	10
213		TUKUR-TUKUR	5
214		TUDUN-WADA	5
215		D/ABBA	10
216		IYAL MEMORIAL	10
217		U/ALKALI	10
218		B/DODO	5
219		GYALLESU	10
220		U/FATIKA	5
221		DURUMI	5
		TOTAL (kVA)	**1300.0**

Annexure-1			
List of Public Health Centres (PHCs) identified for Solar Mini-Grids Project in Kaduna State, Nigeria			
S/N	**Local Government Area (LGA)**	**NAME OF PHC**	**Ratings of connected inverters (KVA)**
1	Birnin Gwari	KUYELLO	5
2		TABANNI	5
3		KUTEMESHE	5
4		SAULAWA	5
5		KAMFANIN DOKA	5
6		HALADU	5
7		BIRNIN GWARI	5
8		DOGON DAWA	10
9		KAZAGE (DAMARI)	5
10		KAKANGI	5
11		RANDAGI	10
12	Chikun	CHIKUN	5
13		GWAGWADA	5
14		KAKAU	10
15		BURUKU	5
16		KURIGA	5
17		NASARAWA	5
18		SABON GARI	5
19		WADA KUJAMA	5
20		MARABAN RIDO	5
21		NARAYI	5
22		SABO TASHA	5
23		ROMI	10
24	Giwa	DANMAHAWAYI	5
25		PANHAUYA	5
26		GIWA	10
27		KAYA	5
28		WAZATA	5
29		TURAWA	5
30		KIDANDAN	5
31		SHIKA	5
32		YAKAWADA	5
33	Igabi	RIGACHIKUN	10
34		MANDO	10
35		RIGASA	5
36		SABO BIRNI	5
37		GWANDA	10
38		MARABAN JOS	5
39		JAJI	10
40		GADAN GAYAN	5
41		KWANAN FARAKWAI	5
42		IGABI	5
43		IKARA	5

S/N	Local Government Area (LGA)	NAME OF PHC	Ratings of connected inverters (KVA)
44	Ikara	PALA	5
45		MALIKANCI	5
46		SAYA-SAYA	5
47		SAULAWA	5
48		WAMBAI	5
49		AUCHAN	15
50		KUYA	5
51		PAKI	10
52	Jaba	SABON GARI CHORI	5
53		FOGYEI_Reneted	5
54		ANKUNG A	5
55		NOK	5
56		SAMBAN GIDA	5
57		KWOI	10
58		SAB-ZURO	5
59		BITARO	5
60	Jema'a	ATUKU	5
61		BARDE	5
62		GODO GODO	5
63		JAGINDI	5
64		KAFANCHAN A	5
65		KAFANCHAN B	10
66		KAGOMA	5
67		UNWAN FARI	5
68		MAIGIZO	5
69		TAKAU	5
70		KACHIA	5
71		GUMEL	5
72	Kachia	BISHINI	5
73		KATARI	5
74		DOKA	5
75		AGUNU	5
76		SABON SARKI	5
77		KURMIN MUSA	5
78		TSAUNI	5
79		ANKUWA	5
80	Kaduna North	MALALI	5
81		ZIM	10
82		H/BANKI	5
83		KABALA	5
84		JUNCTION ROAD	5
85		U/RIMI	5
86		U/DOSA	5
87		U/SHANU	15
88		UNGWAN SARKI	5
89		JOS ROAD	5

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99		ZANGO ROAD	5
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102		KWASERE	5
103		KURMIN JIBRIN	5
104		KUBACHA	5
105		DOGON KURMI	5
106		AKOTI	5
107		KAGARKO	5
108		IDDAH	10
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110	Kajuru	IBURU	5
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139		KARGI	5
140		HASKIYA	5
141		PAMBEGUA	5
142		KUBAU	5
143		MAUDE	5
144		D/WAI	5
145		ZUNTU	5
146		KARRE	5
147	KUDAN	GARU	5
148		HUNKUYI	5
149		K/WALI	10
150		SABON GARI	5
151		DOKA	5
152		TABA	10
153		KUDAN	5
154		DANGASHI	5
155	Lere	ABADASWA	5
156		KAYARDA	5
157		KUDARU	10
158		LERE	10
159		R/KURA	10
160		U/BAWA	5
161		SAMINAKA	10
162		LAZURAU	5
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164		GIMI GARI	5
165		GWANKI	5
166		K/MATA	5
167		GUBUCHI	5
168		GAZARA	5
169		N/DOYA	5
170		DANDAMISA	5
171	Sabon Gari	BASAWA	5
172		HAYIN DONGO	10
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175		SAMARU	5
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187		ABORO	5
188		WASA	5
189		F/NINZO	10
190		ANCHA	5
191	Soba	SOBA	15
192		GAMAGIRA	5
193		GARU	5
194		KINKIBA	5
195		RAHAMA	5
196		KWASALLO	5
197		YAKASAI	10
198		RICHIFA	5
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202		GORA GIDA	5
203		F/KAMANTAN	5
204		MABUSHI	5
205		U/RIMI	5
206		K/MASARA	5
207		ZANGO	5
208		ZONKWA	5
209		SAKO	5
210	Zaria	WUCICIRI	5
211		DAMBO	5
212		U/DANKALI	10
213		TUKUR-TUKUR	5
214		TUDUN-WADA	5
215		D/ABBA	10
216		IYAL MEMORIAL	10
217		U/ALKALI	10
218		B/DODO	5
219		GYALLESU	10
220		U/FATIKA	5
221		DURUMI	5
		TOTAL (kVA)	**1300.0**