### Buyers Specific Additional Terms & Conditions in addition to GTC Item Name: Pressure Transmitters Projects: 6 Project (ADANI)

#### 1. Scope of Enquiry

E-bids on GeM are invited from bidders for the supply of <u>Pressure Transmitters for ADANI 6 Nos Projects (having 2 units each)</u> of (2X800 MW) <u>Projects</u>, as per requirement mentioned below:

Applicable DRG: 41337666101 REV: 10 with BHEL SPEC: ST48010 REV: 05 & its addendum.

Material requirement (Mat code wise): Details for one Project (2 Units) / Annex-1

CL NI		Total Qty (No.) for	Lot wise Qty per Project		
SI. No.	Material Code & Item Description	all Projects	Main-1	Main-2	Spares-3
1	W97372652367	78	6	6	1
1	PRESSURE TRANSMITTER 0-400 BAR		O		
1	W97372652383	18	1	1	1
1	PRESSURE TRANSMITTER 0 TO 110 BAR				
3	W97372652375	42	3	3	1
3	PRESSURE TRANSMITTER (-)1 TO 399 BAR	42	3		
4	W97372652219	54	4	4	1
4	PRESSURE TRANSMITTER -1 TO +79 BAR	) 3 <del>4</del>	4		
5	W97372652391	30	2	2	1
5	PRESSURE TRANSMITTER -1 TO +50 BAR	30			
6	W97372652340	10	1	1	1
0	PRESSURE TRANSMITTER (-1)TO (+39) BAR		1		
7	W97372652260 42		3	3	1
	PRESSURE TRANSMITTER 0-10 BAR (ABS)		3		
8	W97372652278	150	12	12	1
	PRESSURE TRANSMITTER 0-1.3 BAR (ABS)	(ABS)			
9	W97372651360 78		6	6	1
9	FLOW TRANSMITTER 0-1800 MBAR (Diff. PT)	76	U		
	W97372652251			2	1
10	Diff. PRESSURE TRANSMITTER -10 TO +90	30	2		
	MBAR				
	W90313376050			1	NA
11	HAND HELD COMMUNICATOR (FOR SMART	12	1		
	PRESSURE TRANSMITTERS				
12	W97372652146	126	10	10	1
12	PRESSURE TRANSMITTER 0-80 BAR	120	10		
13	W97372652170	42	3	3	1
13	PRESSURE TRANSMITTER 0-16 BAR	42	3		
14	W97372652359	30	2	2	1
14	PRESSURE TRANSMITTER (-1) TO (+19) BAR	30			
15	W97372652332	18	1	1	1
12	PRESSURE TRANSMITTER (-1)TO (+9) BAR	18	1		
16	W97372652324	10	1	1	1
16	PRESSURE TRANSMITTER (-1) TO (+3) BAR	18	1		

#### 2. Consignee Details and delivery schedule:

Sl. No.	Project Name	Site/ Project Address	Requirement	Schedule
1	ADANI RAIGARH	Adani Power Limited, Village: Chhote Bhandar,	Lot-1	04.03.2026
		PO: Bade Bhandar, Tehsil: Pussore Raigarh 496100, Chhattisgarh	Lot-2	04.07.2026
		430100, cimutilisguiii	Lot-3	04.07.2026
2	ADANI, RAIPUR PH-2	Adani Power Limited, Village: Raikheda	Lot-1	30.10.2026
		Block: Tilda, Raipur 493225, Chhattisgarh	Lot-2	30.04.2027
			Lot-3	30.06.2027
3	MIRZAPUR UP	Mirzapur Thermal Energy (UP) Private Limited	Lot-1	30.04.2027
		Village: Dadri Khurd; PO: Darhi Ram Tehsil: Sadar, District: Mirzapur 231 304, Uttar Pradesh	Lot-2	30.10.2027
			Lot-3	30.12.2027
4	KAWAI-PH-2	Adani Power limited, Kawai, 2 x 800	Lot-1	30.10.2027
		MW(Phase-II) Thermal Power project, Village -	Lot-2	30.04.2028
		Kawai, Tehsil - Atru, Baran -District, Rajasthan,	Lot-3	30.07.2028
5	KAWAI, PH-3	Pin-325219	Lot-1	30.01.2028
			Lot-2	30.07.2028
			Lot-3	30.10.2028
6	ADANI, MAHAN PH-3	Mahan Energen Limited, 2x800 MW (Phase-III) Mahan Ultra Supercritical Thermal Power	Lot-1	30.11.2027
		Project, Village: Bandhoura, Karsualal	Lot-2	30.05.2028
		Tehsil: Waidhan, District-Singrauli, Pin - 486886, MP	Lot-3	30.07.2028

#### 3. EARNEST MONEY DEPOSIT (EMD):

All interested vendors must submit their e-bid along with the proof of submission of following Earnest Money Deposit (EMD) details in GeM portal along with offer. EMD is exempted as per GeM provisions applicable on GeM & mentioned at para no. 3.2 of this ATC.

Details	Amount In INR	Туре
EMD	INR 6,00000/- (Six lakhs only)	Refundable

#### 3.1: Modes of deposit: The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening).
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- (iii) Fixed Deposit Receipt (FDR).
- (iv) Bank Guarantee from any of the Scheduled Banks.
- (v) Insurance Surety Bonds.
- (vi) The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period as asked in NIT.

For E-Payment, the RTGS details are as mentioned below:

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE: 249403	SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

#### 3.2: Exemption of EMD

As per GeM GTC following are the exempted category of EMD/Bid Security.

- a. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Productor Service (Primary Product / Service in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.
- **b.** Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Start-up Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- c. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- **d.** Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
- **e.** Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
- **f.** Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
- g. Central / State PSUs.
- **h.** In addition to above GeM conditions, offers directly from the manufacturer or their authorized agents are also exempted from submission of EMD.

#### 3.3: Forfeiture of EMD:

- **a.** A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- **b.** EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- c. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period / latest by the 30th day after the award of the contract. Since it is a two-part bidding, bid securities of unsuccessful bidders during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation.
- **d.** Bid security/EMD of the successful bidder shall be returned only on conclusion of the order and receipt of a Performance Security/Performance Bank Guarantee of 5% of contract value (excluding taxes) from contractor / Supplier.
- **e.** EMD/PBG/PS shall not carry any interest.

#### 4.0 PERFORMANCE SECURITY/PERFORMANCE BANK GUARANTEE:

Successful bidder to submit Performance Security/Performance Bank Guarantee of 5% of the contract Value (Excluding Taxes). The Performance Security/PBG shall be submitted within 15 days of notification of the award of Contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

PS/PBG shall be returned to the contractor without interest, after the contractor duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security/PBG shall not carry any interest.

- **4.1 Modes of deposit of PS/ PBG**: Performance Security/Performance Bank Guarantee shall be furnished in the following forms:
  - I. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.
  - II. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
  - III. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
  - IV. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
  - V. Insurance Surety Bond.

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

#### 4.2: Forfeiture of Performance Security/Performance Bank Guarantee:

The Performance Security/ Performance Bank Guarantee will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

- 4.3: Performance Security shall be refunded to the Supplier/Vendor without interest, after the Supplier/Vendor duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
- 4.4 : The Performance Security shall not carry any interest.
- 4.5: There is no exemption of Performance security deposit submission for MSE Vendors.

Note: Please fill your acceptance/ comments in confirmation column. Blank column will be understood as accepted by bidder.

SI. NO.	Terms	Description	Your confir matio n
1	Confirmation to compliance of GTC on GeM 4.0 (Version 1.21)	General terms and conditions on <b>GeM 4.0 (Version 1.21 dated 18.01.2025)</b> or subsequent rules/policies issued by GeM shall be applicable. <b>Please confirm.</b>	
2	EMD confirmation	EMD amount Rs: 6 Lakh  Vendor to be mentioned here for EMD submission details or exemption clause/ reason. Non EMD offers without justified exemptions shall be rejected.	
3	Security Deposit	Bidder to confirm that they will be submitted security deposit (5% of CV) within 30 days of PO receipt.	
4	Compliance of Rule 144 (xi) of GFR 2017	Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.	
5	Public Procurement (Preference to Make in India)	For this procurement, the local content to categorize, a supplier as a Class-I local supplier/ Class-II local Supplier/Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), PPP-MII Order No. P-45021/2/2017-PP (BE-II) dtd. 04/06/2020 issued by DPIIT. In case of subsequent Orders issued by the respective Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.  Vendor to submit tender specific self-certificate in line with PPP-MII Order No. P-45021/2/2017-PP (BE-II) dtd. 04/06/2020 clearly indicating percentage of local content. Please Confirm	
	Customer approval Condition	Please note that procurement shall be done only from the vendors, approved by end customer i.e. ADANI Mahan Project. BHEL will share successful vendor name and credentials to customer for approval before price bid opening and Part-2 will be opened for customer approved vendor only.	
6		VENDORS TO PROVIDE THEIR CREDENTIALS FOR ADANI CUSTOMER APPROVAL AS PROFILE, PAST EXPERIENCE PO, PERFORMANCE CERTIFICATE ETC.	
7	Pre- Qualification Requirements (PQR)	The Pre-Qualification Requirements have been compiled and format is placed at SI. No. 34. Bidder to submit filled copy of PQR Table with supporting PO copy, unpriced dispatch document, approved GA drawing etc.  All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.	
8	Special Instruction of Technical requirement	Please confirm that Specification No. ST48010 rev-05 & DRG NO. 41337666101 rev-10 for PT/DPT and DRG NO. 41337622101 rev-01 for HHC shall be followed for concerned items of the enquiry. DRG NO. CIEPTH3 is to be followed for KKS TAG details and addendum (specific technical requirement over and above specification ST48010).  Please submit duly endorsed copy of technical documents.  Datasheet of each item is required for BHEL/customer approval. Type test certificate of each model required after placement of PO. Please confirm to provide.  Please note that all items are to be procured from same vendor.  vendor to provide operation & maintenance (O & M) manual along with supplies and 1 copy along with soft copy of O & M manual to be sent to BHEL Haridwar. Please confirm.  All accessories should be in assembled condition including plug and socket connector,	

		before dispatch of the items. Please confi			
		Please confirm.	BHEL range of measurement before dispatch.		
			e are spare items. These spare items are to be		
		packed together in separate green colore			
			oden boxes" with steel strips fixed around the		
			which can withstand transit movement, local		
		environment and moisture/ water.			
			n in spec. No. ST48010 (cl. No. 13), spec no.		
		ST33002 Rev-02 (cl. No. 3.1 A & B) should			
		Test and Guarantee certificates are requi	red to be submitted. Please confirm		
		Blank SS Tag should be attached with Lot-	3 Spare material.		
9	Specification confirmation		have been complied all technical requirements		
		specifications and drawings without any o	deviations.		
10	Quality		HEL nominated inspection agency "QUEST" as		
	Requirements		Vendor has to endorse the Q.P (enclosed with		
			municator (Material Code: W90313376050):		
		T.C./COC is required as per ordering docu			
		•	ation is required as per ordering drawing and tor (Material Code: W90313376050): T.C./COC		
		is required as per ordering document.	tor (Material Code: W90313370030). T.C./COC		
		is required as per ordering accument.			
		Please confirm to comply above quality re	equirement.		
			DUM SUPERCEDES THE VALUES IN TECHNICAL		
		SPECIFICATION AS ACCEPTANCE NORMS I	N QUALITY PLAN.		
		VENDER TO CONFIRM FOR VISUAL AND FUNCTIONAL INSPECTION W.R.T. TECHNICAL			
11	Price basis,	PARAMETERS AS AGREED TECHNICALLY.	nation up to Respective ADANI Project basis i.e.		
11	Evaluation	including freight, packing & forwarding ch			
	Currency, Firm	mercaning in eight, packing a forwarding er	101563, 031 etc.		
	prices & Transit	The evaluation currency for this tender s	hall be INR.		
	saranee	Price will remain firm and fixed during en	ntire execution of tender/supply.		
		Transit insurance shall be arranged by BI	HEL and not to be included in the prices		
12	Evaluation		otal landed cost to BHEL for complete enquiry,		
	criteria		espective project site (considering material cost,		
		taxes & duties, Freight etc.			
13	Payment Terms	The payment term shall be done afte	r issue of consignee receipt-cum acceptance		
		certificate (CRAC) as per the below details			
		Type of Bidder	Payment Terms (Number of Days) from		
		1000	MRC		
		Micro & Small Enterprises (MSEs)	45 days		
		Medium Enterprises	60 days		
		Non MSME Subject to submission of non-discrepant	90 days documents. MSE benefits shall be as per GeM/		
		GeM NIT.	accuments. Wise benefits shall be as per delvir		
14	Manufacturing	Kindly quote vour minimum <b>delivery n</b>	eriod in no. of weeks. (time taken including		
	cum Delivery		ys for MDCC issuance and up to Dispatch)		
	Period	-			
		From the date of manufacturing clearance			
		Early delivery will be accepted as per BHE	L site requirement.		

15	Manufacturin	In case of ordering, vendor has to take manufacturing clearance from BHEL before	
15	g clearance	starting manufacturing of material. No manufacturing is to be started without getting clearance from BHEL. Kindly confirm.	
		clearance from Brile. Kindry commin.	
16	Document submission for approval from BHEL/custome	Drawings/Data sheets/Documents/Type Test etc. as called for in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings/data sheets/QAP/documents shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/documents within 30 days of their receipt provided those are complete in all respect. Delays in	
	•	approval shall be dealt on merit basis.	
17	Billing of Material with HSN Code	Material to be dispatched by vendor door delivery up to respective site without consignee copy of GR/LR and original documents to be submitted to HEEP-BHEL with dispatch documents i.e. (invoice, GR, e-way bill, packing list, warranty certificate, Test Report etc).  Same month intimation of dispatch is compulsory for further billing by BHEL.  8 Digit HSN code may please be mentioned in Your offer	
18	MDCC clause	Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents are to be sent to BHEL before dispatch of	
		material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis.	
		In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard.	
		Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.	
19	Guarantee	Kindly confirm that all equipment shall be guaranteed for trouble free performance for 24 months from the date of shipment or 12 months from the date of commissioning, whichever is earlier. Buyer to submit guarantee certificate mentioning above guarantee period.	
		Please note that offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer.	
20	Liquidated Damages	If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/refixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the	
		Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed Lot per week or part of the week of delayed period as preestimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.	
		The date of dispatch mentioned on LR/GR would be treated as the date of delivery for penalty purposes.	
		Complete material of each lot to be dispatch in one go only. In case of partial supply, dispatch of last item of lot shall be considered for LD purpose.	
21	Settlement of Dispute, CONCILIATION & ARBITRATION:	Settlement of Dispute  If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Officer / IEM for amicable resolution by the parties. Designated Officer / IEM who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per 'CONCILIATION' Clause.	
		CONCILIATION:  Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to	

this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

#### ARBITRATION:

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute 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 (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions (shall be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at the court(s) of Haridwar.

Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Haridwar, shall have exclusive jurisdiction.

Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause mentioned above. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

#### 22 Integrity Pact

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

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

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

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

Mr. ADESH, Engineer (PPX-BOI)	Mr. Sagar Gupta, Manager (PPX-BOI)
4 <sup>th</sup> Floor, Main Administrative Building, HEEP,	4 <sup>th</sup> Floor, Main Administrative Building,
BHEL, Hardwar- 249403	HEEP, BHEL Hardwar- 249403,
Uttarakhand, India	Uttarakhand, India
Email ID: adesh@bhel.in	Email ID: sagargupta@bhel.in
Tel: +91 1334 28 1707	Tel: +91 1334 28 4175

# 23 BREACH OF CONTRACT, REMEDIES AND TERMINATION:

The following shall amount to breach of contract:

- I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
- IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were
- of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

#### Remedies in case of Breach of Contract.

- i) Wherein the period as stipulated in the notice issued under above clause has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other

		value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the	
		case may be, will be recovered in all or any of the following manners:	
		iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.	
		v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount: a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract. b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the	
		recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.  vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for	
		recovery against defaulted supplier/Vendor.	
		vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.	
		viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.  Note:	
		The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:	
		(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.	
		(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.	
24	Suspension of	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site	
	Business Dealings with	www.bhel.com.	
	Suppliers /	If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or	
	Contractors:	and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable	
		under any provision of the Indian Penal Code, 1860( Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action	
		may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on	
		www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage:	
		http://www.bhel.com/vender_registration/vender.php.	
25	CONFLICT OF INTEREST	A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti- competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of	
	AMONG	interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:	
	BIDDERS/	a) they have controlling partner (s) in common; or	
	AGENTS	b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or	
		d) they have relationship with each other, directly or through common third parties, that puts them in a	
		position to have access to information about or influence on the bid of another Bidder, or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one	
		Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one	
		bid; or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent	
		cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:	
	I .	The principal manufacturer directly or through one Indian agent on his behalf; and     Indian/foreign agent on behalf of only one principal,	
		, , , , , ,	
		or g) A Bidder or any of its affiliates participated as a consultant in the	
		or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or	
		or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/	
26	MICRO AND	or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would	

	ENTERDRICEC	Type under MCE	SC/ST award	Momon owned	Others leveluding	]	
	ENTERPRISES (MSE):	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)		
		Micro					
		Small					
				<u> </u>	<u> </u>	J	
		Note: If the bidder d	oes not furnish the a	bove, offer shall be pr	ocessed construing th	at the bidder	
		is not falling under MSE category.					
				benefits in respect of			
				oods and Services as A dtd. 09/11/2016 off			
				es of either Udyam Re			
				ne last date of Technic			
		of supporting docun	nent in GeM portal v	vill lead to considerat	ion of their bids at p	ar with other	
				or this enquiry if the a			
			e of bid submission. ne applicable benefits	Documents submitted	I by the bidder shall I	be verified by	
27	JURISDICTION:		- ' '	or the time being in for	ce in the Republic of In	idia. Subject to	
	JONISDICTION.	clause(s) mentioned at	ove of this contract, th	ne Civil Court having original matters in respect of the	ginal Civil Jurisdiction at	- 1	
28	Force Majeure	•		ch is: a) beyond control	•	. ,	
		· ·	•	provided against the events assonably have avoided or	_		
		attributable to either o	f the parties And Prever	its the performance of th	ne contract, Such circum	stances include	
			·	es , invasion, act of for ower, or civil war. iii) R			
		•		er employees of the cont	-	, · ·	
			=	personnel and other e	• •		
		· ·	=	ir, explosive materials, i	=	·	
			-	the contractor's use of s s earthquake, tsunami, s	•		
			. vii) Epidemic, pandemi	· · · · · · · · · · · · · · · · · · ·	,,		
		_	•	om Force Majeure and ar action, go slow or simil			
			•	Majeure event) and (c) e		ate delivery of	
		If either party is preven	ted, hindered or delaye	d from or in performing a	any of its obligations und	er the Contract	
		-	=	ify the other in writing o		event and the	
				ifter the occurrence of su excused from the perfo		formance of its	
				ne relevant event of Ford			
				ndered or delayed. The		all be extended	
		by a period of time equ	al to period of delay cau	sed due to such Force M	ajeure event.		
			nce by either party here	to caused by the occurre	nce of any event of Forc	e Majeure shall	
		not i) Constitute a default	or breach of the Cont	ract. ii) Give rise to any	, claim for damages or	additional cost	
				extent that such delay	•		
		occurrence of an event	•		6	NA -1 1 11	
				re of contract after 1 yea Vendor cannot consider			
		imposition of Force Ma	jeure			,	
29	Cartel		•	enter into any ille	~	-	
	Formation			al with other Bidder(s)		-	
		•	•	ontracts, submission or to introduce carte		• 1	
				in above activities, sui			
L		as per extant policies				.,	
30	Fraud	Bidder along with its	associate /collaborat	ors /sub-contractors /			
	Prevention			Fraud Prevention P			
	Policy:	http://www.bhel.cor fraud or suspected fr		ely bring to the notic	e of BHEL Manageme	ent about any	
		•					
31	Order of	=	= :	ict between the Ten	der Documents, the	order of	
	Precedence:	•	e in the order belov		and to be to	41 4	
				Corrigenda etc. iss	uea in respect of	tne tender	
			ts by BHEL.	^			
		b. Buyer Ad	ded Bid Specific AT	<u> </u>			

		c. GeM Bid Technical Conditions of Contract (TCC)			
32	Contact details	d. GeM GTC  Please provide 2 Nos of contact details (email id and contact no.) for clarifications.			
		1			
		2			
33	DF	ECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH			
	REVISED PUBL	IC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04 <sup>TH</sup> JUNE, 2020	AND		
		<b>DRDER(S</b> ) (To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable			
		ion reg. minimum local content in line with Public Procurement (Preference to			
	Make in India)	), Order 2017-Revision, dated 04 <sup>th</sup> June, 2020 and subsequent order(s).			
	Ref. 1) GeM F	Bid Specification No:			
	/	her pertinent issues till date			
	,	•			
		tify that the items/works/services offered by			
		me of the organization here) has a local content of % and this meets the			
		equirement for 'Class-I local supplier' / 'Class II local supplier' ** as defined ement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issue			
		subsequent order(s).	cu		
	The details of the location(s) at which the local value addition is made are as follows:				
	1	2			
	1				
	3.	4.			
		<del></del>			
	Thanking you,				
	Yours faithfull	ly,			
		(Signature, Date & S			
		of Authorized Signatory of the	9		
		Bidder)			

Note: Bidder to confirm specific compliance wherever asked. BHEL reserves the right to verify information submitted by Bidder. In case the information is found false/ incorrect/ incomplete, the offer shall be rejected.

HE 31	बीएच ई एक		उत्पा	द मानक			8010	
SIGN & DATE	BALL	7				पृष्ठ	8 का	1
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y NO.		PRESSURE	/DIFFEREN	TIAL PRESSURE	TRANSMI	TTER	/	***
SUFERSEDES INVENTORY NO.				MITTER FOR FL				
INVE			(SMAR	T TYPE)				
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s the p				er plant application				
AND cuments i of be used the intere		services. The t	ransmitter shal	l be of proven perfor	mance & high	est relia	bility.	
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212				निर्माणकर्ता WORKED BY जांचकर्ता CHECKED BY	S.K. SHARMA		gum	21/8/0
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CHANGE ADVICE NO .- TSX(CIE)-22-120

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दिनांक एवं हस्ताक्षर	वी एम ई एम	ડાવાવ .	मानक		पृष्ठ	8	का	3
दिनांक	HIJHI	PRODUCT S	TANDARD		Page	3	of	8
INVENTORY NO.	4.0 PERF	ORMANCE SPECIFICATIONS:						4.
	4.1 <u>ACCU</u>	JRACY: ± 0.075% or better of c hysteresis, linearity & r of 10:1 or less. ( احت المحاسلاء المحاسلاء)	epeatability) at tur	n down ratio				
अधिकमित करता है	4.2 <u>ENVI</u>	ROMENTAL CONDITIONS:	e Range 2	,				
eavy iy way		: -20 to +80° C.   ge temp.   : -20 to +80° C.   idity.   : Continuous open	eration at RH of 95	5%.				
is the property of Bhara Heavy defrectly or indirectly in any way est of the company	4.3 <u>DRIF</u>	T (LONG TERM): Less then ± 0.15 ( For Absolute	5 % of span in <u>thre</u> Press use Range	e vears. Less than:	of 11/5 Pa	יו מ	one	yea
is the pro d directly est of the	4.4 <u>SUPP</u>	LY VOLTAGE EFFECT.: Less th	an 0.005 % per vo	lt.				
ocuments not be use o the inter	4.5 <u>TEMI</u>	PERATURE EFFECT.: Less than	± 0.05 % of span p	er 100° C.				
The information on this documents is the property of Bleetrical Limited. It must not be used directly or indirect detrimental to the interest of the company	4.6 ZERO	ELEV.AND SUPPRESS: Anywho maintai	ere within the ran ning minimum allo	-				
The infor	4.7 <u>TURN</u>	NON TIME: Max. 10 sec after pov	ver is applied to the	e transmitte				
-	4.8 <u>DAMI</u>	PING: Min 0-16 second, selectable	in steps.					
हराका प्रत्यक्ष एवं रक हो न किया जाए	4.9 <u>VIBR</u>	ATION EFFECT: +/- 0.2 % of spa	n per g at 200 Hz i	n any axis.				
गापनाप स्स की सम्पत्ति है इसका के हिंद में हानिकारक हो	Thi	PONSE TIME: Transmitter responses shall include the dead time. Responses ll also be informed by the supplier.	oonse time for outp					
रपरमाध्ययत्रार एप गापनाच्य बना मारत हेवी हलेक्ट्रिकल्स की सम्पित सह प्रयोग, जो कि कंपनी के हित में हारि		R RANGE PRESSURE: The Trans ge pressure as given in BS 6447.	smitter shall be cap	able of with	standing	the	over	
स्वत्वास्य प्रयासिकार पृष्यं गापनाय इस प्रतेख में दी गई सुमन भारत हेवी इलेक्ट्रकल्स की सम्पतित है आरच्छा रूप से किसी मी तरह प्रयोग, जो कि कंपनी के हिंद में हानिकार	Hz	nsmitter shall be immune to interfe alternating voltage is superimpose put current shall not exceed 0.1% o	ed on the o/p signa					
SIR SIR	4.13 <u>UPD</u>	ATE TIME: Worst case output up	date time shall be s	50 m sec.				
. 2	4.14 <u>MO</u>	UNTING POSITION EFFECT: Ze cal	ero shift should be librated out by zer		t.			
SIGN & DATE								
731	REV. NO. 0		निर्माणकर्ता WORKED BY	S.K. SHARMA	Sala	we	8.9	.04
INVENTORY P. 5731			जांचकर्ता CHECKED BY	K.B. BATRA	Sd/-		8.8	04

2	उत्पाद मानक	ST 48010
DATE	मी एन ई एम	पृष्ठ 8 का 5
दिनांक एवं हस्ताधार SIGN & DATE	PRODUCT STANDARD	Page 5 of 8
सामग्री मूची संख्या को SUPERSEDES अधिकृतित करता है INVENTORY		national Standard. ecified in clauses arried out as per BS
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited.It must not be used directly or indirectly in any way detrimental to the interest of the company	<ul> <li>9.1 3 copies of the tests certificate shall be furnished along with each following details: <ol> <li>i) Name of instrument.</li> <li>ii) Name of manufacturer.</li> <li>iii) Serial no of the instrument.</li> <li>iv) Date of testing.</li> <li>v) BHEL PO NO.</li> <li>vi) Results of tests detailed in clause 8.0.</li> </ol> </li> <li>9.2 Certificate of compliance to specification ST48010.</li> </ul>	h transmitter giving
स्वत्वाधिकार एवं गोपनीय इस प्रतेख में दी गई सूमना भारत हैसी इजीन्द्रकल्स की सम्पत्ति है इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कपनी के हित में हानिकारक हो न किया जाए।	A guarantee certificate of trouble free performance for 24 mor shipment or 12 months from the date of commissioning, which be furnished by the supplier.  11.0 DOCUMENTS:  Data sheet (Mentioning all the clauses 3.0 to 6.0) of offered to furnished by the bidder for BHEL/Owner's approval. To technical literatures, operation and maintenance manuals sha the offer.  Complete technical literature is also to be furnished in "S	transmitters shall be wo copies of detail ll be furnished with
Sign & DATE	<u>CDROM</u> after placement of order.  12.0 <u>DEVIATIONS:</u> Deviations from these specifications, if any, shall be clearly bro  REV. NO.  िनर्माणकर्ता S.K.	ught out in the offer.
RIPHI REPLIED INVENTORY NO.	worked by SHARMA  जांचकर्ता CHECKED BY BATRA	Mus- 21.8 03

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SIGN & DATE	वीएव ई एव				_	<b>का</b>	6				
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8 INVENTORY	sheet a	NG: strument with dehydrating nd packed in a thermo Co th adequate cushioning ma	le box. Such boxes	shall be pa	cked in a	carton	or				
माग्रधा सूचा सच्या क अधिकमित करता है	14.0 Supplie	r shall enclose the list of sp te for the same separately.	are parts required								
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited.It must not be used directly or indirectly in any way detrimental to the interest of the company	induction Format 16.0 MARK The foll (a) Man (b) B H	uality plan for the tests on, manufacturing and a along with in house standa	nt final stage sha and procedures/ nor ked on the packing mark.	ll be sub ms for BHI	mitted in	BHE					
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स्वत्वाधिकार एवं गीपनीय जना मारत हेवी इलेक्टिकल्स की सम्पत्ति है इसका प्रत्यक्ष एव ररह प्रयोग, जी कि कंपनी के हित में हानिकारक हो न किया जाए।	(b) Typ (c) Moc (d) Max (e) Cali (f) Acci	e of the Instrument. lel Number of the Manufac kimum Range. brated Span. uracy.  - REFFERED STANDAR	cturer.								
स्वत्वाधिकार एवं गोपनीय इस प्रतेख में थी गई मूचना मारत हैवी इसेक्ट्रिकल्स की सम्पत्ति है प्रपटक रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिका	(2) IIS	0447									
Remark va Ration SIGN & DATE 23 (28/03				lav.							
ORY NC	EV. NO.		निर्माणकर्ता WORKED BY	S.K. SHARMA	Murung	21/	2/03				
WENT WENT			जांचकर्ता CHECKED BY	K.B. BATRA	Mes	21.8.	.03				

		उत्पाद मानक						ST 48010					
DATE	वीएन ईएम					पृष्ठ	8	का	7				
दिनांक एवं हस्ताक्षर SIGN & DATE	HH	PROD	UCT STAN	NDARD		Page	7	of	8				
SUPERSEDES INVENTORY	A. SIZE NO	o's.							1				
	DESC.	MEASURING RANGE	SIZE NO. IN CASE OF	SIZE NO. IN CASE O BAR	OF								
अधिकमित करता है		KG/SQ.CM. OR BAR	KG/SQ.CM.	DAK									
# 16	01. GAU PRES		001	051									
AL rat Heavy in any way		0-200 0-060	002 003	052 053									
CONFIDENTIAL is the property of Bharat H d directly or indirectly in an est of the company		0-040 0-025	004 005	054 055									
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited.I must not be used directly or indirectly in any way detrimental to the interest: of the company		0-016 0-010 0-006	006 007 008	056 057 058									
HT AND sis documents mat not be use tal to the inter		0-004	009	059									
COPYRIGHT information on this de cal Limited.It must n detrimental to		(-1)-(0) (-1)-(+3)	010 011	060 061									
The infor		(-1)-(+9) (-0.3)-(-1)	012 013	062 063									
म एवं		0-100 0-070	014 015	064 065									
है इसका प्रत्य हारक हो न कि		0-050	016	066									
गोपनीय ल्ल की सम्परि हे हित में हानि		(-1)-(+15) (-1)-(+1.5)	017 018	067 068									
स्वत्दाष्टिकार एवं गोपनीय स्ना मारत हेवी इलेक्ट्रिकल्स की सम्पी एक प्रयोग, जो कि कंपनी के हित में हारि		0-090 0-400	019 020	069 070									
स्वत्वाहि सूचना मारत तरह प्रयोग,		(-1)-(+80)	021	071									
स्वत्वाधिकार एवं गोपनीय इस प्रतेख में यी गई सूचना गारत हेवी इतेक्ट्रिकला की सम्पति है इसका प्रयक्ष एव प्रप्यक्ष कप से किसी मी तरह प्रयोग, जो कि कामी के हिस में हानिकारक हो न किया जाए	118	(-1)-(+30) (-1)-(+10)	022 023	072 073									
ыт एव दिनांक N & DATE 18/03													
RY NO.	REV. NO.			निर्माणकर्ता WORKED BY	S.K. SHARMA	OM Pro	9	24/	8/0				
RINVENTORY NO.				जांचकर्ता CHECKED BY	K.B. BATRA	Mus		21.8.	03				

-		उत्पा	द मानक	5		ST 4	801	0	
SIGN & DATE	बीएव ई एव	014	d olleid			पृष्ठ	8	का	8
SIGN & DATE		PRODUC	T STAND	ARD		Page	8	of	8
SUPERSERS. INVENTORY NO.	DESC.	MEASURING RANGE KG/SQ.CM. Or BAR	SIZE NO. IN CASE OF KG/SQ.CM.						
अधिकमित करता है।	02. ABSOLUTE PRESSURE (PN-4) 03.DIFFERINT PRESSURE	0-0.4 Abs 0-1 Abs	041 042 043 031	091 092 093  081					
	(PN-100)	(-100)-(+300) MMWC (-10)-(+30) M BAR	032	 082					
ENTIAL arat Heavy Elec way detrimental		(-100)-(+900) MMWC (-10)-(+90) M BAR	033	083					
CONFIDENTIAL e property of Bharat Heavy I adrectly in any way detrimen e company	04.FLOW	0-1 BAR 0-60 BAR 0-0.7	  101	084 085 111					
COPYRIGHT AND CONFIDENTIAL The information on this documents in the property of Bharat Heavy Electrical Limited.It must not be used directly or indirectly in any way detrimental to the interest of the company	(PN-100)	0-1.0	102	1112					
न वेस		DCESS CONNECTION HER THAN G 1/2 "			02				
एवं गापनीय क्रूकला ही सम्पति है इसला परपक्ष एव पनी हो हित्र में हानिकारक हो न किया ज	DT NE	T BE CONSIDERED.  BSP/G 1/2*(M)							
स्वत्चाधिकार एव गापनीय इस प्रतेख गैरी गर्मसूचन भारत हैवी इमेलिद्धल्या की सम्पतित है इसका प्रथात अप्रत्यक्ष क्षप ने किसी भी सरकृपयोग, जो कि बांप्सी के हित में हानिकारक हो न किया	DT NE		FIG -1	<b>ω</b> <sup>∞</sup>					
स्वत्वाधिकार एव नापनीय इस प्रतेष्य में दी गर्ह सूचन भारत हैंगी हमें क्षित्यन्त की कप्पतित हैं अप्रत्यक्ष क्ष्म से किसी भी तरह प्रयोग, जो कि कप्पती के हित में हानिकार	DT NE		FIG -1	<b>ω</b> π					
~	DT NE			निर्माणकर्ता WORKED BY	S.K. SHARMA	QUILLE?	we are	24	<b>E</b> 10

MANUF	ACTURER'S NAME AND A		STANDARD QUALITY PLAN					TO BE FILLED BY BHE	L		TO BE FILLED BY	BHEL	
	VENDODIG VIA VE	ITEM	Pressur	e/ Differei	ntial	QP NO. REV.	QA/BE/Q	QP/902					
BHEL	VENDOR'S NAME		Pressur	ressure/ Flow Transmitter			12						
		DRG. NO.	AS PE	R PO									
		REV	AS pe	r PO									
		SPEC.	AS pe	r PO									
		REV	AS pe	r PO			Page 1 of	3					
SL.	COMPONENT &	CHARACTERI	STICS	CLASS	TYPE OF	QUANT	UM R	EFERENCE	ACCEPTANCE	FORMAT	OF	AGENCY	REMARKS
NO.	OPERATIONS				CHECK	OF CHE	CK D	OCUMENT	NORMS	RECORD	S N	M B N	
1	2	3		4	5	6		7	8	9	D	10	11

1.00	RAW MATERIAL												
1.01	Diaphragm, Sensing, Housing & Process Connections (As applicable)	Grade of Material	Major	Chemical	1 Sample / lot	Ordering specn./ BHEL Appd Data Sheet	Ordering specn./ BHEL Appd Data Sheet	COC	1	P	V	-	
1.02	Flange & Wetting Part (As applicable)	Grade of Material	Major	Chemical	1 Sample / lot	Ordering specn./ BHEL Appd Data Sheet	Ordering specn./ BHEL Appd Data Sheet	COC	1	P	V	-	
1.03	Electronic & Other Components (As applicable)	Visual, Make, Range, Type / Model No., Sl. No. & Electric Connection ( Plug & Socket Type)	Major	Visual	100%	Ordering specn. / Vendor STD	Ordering specn. / Vendor STD	Internal records		P	V	-	
2.00	IN-PROCESS INSPEC	TION									•		
2.01		Soundness of fitting, Connection & Terminal Marking	Major	Visual	100%	Ordering specn./ BHEL Appd Data Sheet	Ordering specn./ BHEL Appd Data Sheet	Internal records	-	P	-	-	
2.02		Insulation Resistance & Dielectric strength	Major	Electrical	100%	Ordering specn./ BHEL Appd Data Sheet	Ordering specn./ BHEL Appd Data Sheet	Internal records	-	P	-	-	
3.00	TYPE TESTS				•			1	•		•		NOTE-1
4.00	ROUTINE TESTS												NOTE-3
4.01		Visual ( Input / Output Range, Make, Rating, Type / Model No./ SI No.) & Dimensions	Major	Visual / Measurement	100%	Ordering specn./ BHEL Appd Data Sheet	Ordering specn./ BHEL Appd Data Sheet	Test Report*	V	P	W	-	

	LEGEND:	FOR CUSTOMER	
	! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY	USE	
MANUFACTURER/SUBCO	CONTRACTOR IN QA DOCUMENTATION.		APPROVED BY
NTRACTOR	M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY		
	N: CUSTOMER		
	INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION		
	ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		

MANUF	ACTURER'S NAME AN	D ADDRESS		S	TANDARD QUALI	ITY PLAN		TO BE FILLED BY BHI	EL		ТО	BE FIL	LED BY	BHEL
BHEL	VENDOR'S NAME	DRG. NO.	Pressur AS PE	ER PO	ential Fransmitter	QP NO. Q REV. 12	A/BE/QP/902 2							
		REV	AS pe											
		SPEC.	AS pe				2 62							
SL.	COMPONENT &	REV CHARACTE	AS pe	CLASS	TYPE OF	QUANTUM	age 2 of 3  1 REFERENCE	E ACCEPTANCE	FORMAT	OF	1	AGENO	rv	REMARKS
NO.	OPERATIONS	CHARACTE	NISTICS	CLASS	CHECK	OF CHECK			RECORI		M		N	KEWIAKKS
1	2	3		4	5	6	7	8	9	D		10		11
4.02		Mechanical Process Connec Electrical Conne		Major	Visual / Measurement	100%	Ordering spech BHEL Appd Data Sheet	n./ Ordering specn./ BHEL Appd Data Sheet	Test Report*	1	P	W	-	
4.03		Accuracy / Calib Repeatability	ration	Major	Electrical	100%	Ordering spech BHEL Appd Data Sheet	Ordering specn./ BHEL Appd Data Sheet	Test Report*	V	P	W	-	
4.04		Span and Zero A / Adjustability of		Major	Physical	100%	Ordering spech BHEL Appd Data Sheet	o./ Ordering specn./ BHEL Appd Data Sheet	Test Report*	V	P	W	-	
4.06		Over Pressure L Pressure Range versus O Signal Test.		Major	Pressure	100%	Ordering spech BHEL Appd Data Sheet	D./ Ordering specn./ BHEL Appd Data Sheet	Test Report*	V	P	W	-	
4.07		Power Supply Vo Effect (As Applicable)	oltage	Major	Electrical	100%	Ordering spech BHEL Appd Data Sheet	n./ Ordering specn./ BHEL Appd Data Sheet	Test Report*	V	P	W	-	
4.08		Insulation Resist (If Applicable)	tance	Major	Electrical	100%	Ordering spech BHEL Appd Data Sheet	n./ Ordering specn./ BHEL Appd Data Sheet	Test Report*	V	P	W	-	
4.09	Completeness of TCs	, COCs, & Inspection	Reports	Major	Physical	100%	Ordering spech BHEL Appd Data Sheet	n./ Ordering specn./ BHEL Appd Data Sheet	Docume nts	V	P	V	-	
5.00	IDENTIFICATION /	10		•	•	•	•	•	•			•		
5.01	MARKING & PACKIN	Identification Ma Firmness of Tagging of Each	Ü	Major	Visual	100%	Ordering spech BHEL Appd Data Sheet	Ordering specn./ BHEL Appd Data Sheet	Internal Records		P	W	-	
	ACTURER/SUBCO	! I	ONTRACTO	R IN QA DOC	TTH 'TICK' SHAL SUMENTATION. BCONTRACTOR					PROV	/ED B	Y		
MANUF NTRAC						B: BHEL / NOM	. INSPECTION AC	GENCY	AF	PROV	/ED B	Υ		

NTRACTOR

N: CUSTOMER

INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER

MANUF	ACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN					TO BE FILLED BY BHE	EL		ТО	BE FILLED B	Y BHEL
		ITEM	Pressur	e/ Differe	ntial	QP NO.	QA/BE/QP/902						
BHEL	VENDOR'S NAME				ransmitter	REV. 1	2						
		DRG. NO.	AS PE	ER PO									
		REV	AS pe	r PO									
1		SPEC.	AS pe	r PO									
		REV	AS pe	r PO		F	Page 3 of 3						
SL.	COMPONENT &	CHARACTER	ISTICS	CLASS	TYPE OF	QUANTU	M REFERENCE	E ACCEPTANCE	FORMAT	OF	A	AGENCY	REMARKS
NO.	OPERATIONS				CHECK	OF CHEC	K DOCUMEN'	Γ NORMS	RECORI	DS	M	B N	
1	2	3		4	5	6	7	8	9	D		10	11
5.02		Soundness of Pac Against Transit Damage	cking	Major	Physical	100%	Ordering Specn./ BHEL Appd Data Sheet/	Ordering specn./ BHEL Appd Data Sheet	Internal Records		P		

#### Note:

- 1. Type tests clearance from BHEL Engineering to be verified by inspection engineer during inspection at vendor's works.
- Manufacturer to maintain calibrated instruments having better accuracy than the item under the test. Inspection engineer shall check the same.
   Witness by inspection agency to be random 10% of each material code( minimum 1 pieces per material code) from each lot. However vendor to carry out 100% tests internally and tests report shall be reviewed by inspection engineer during inspection at Vendor's works.
- 4. For material code having applicable spec ST48010, Transmitter shall be supplied with bracket for panel mounting along with necessary fasteners as per cl. no.-5.7 of BHEL spec. ST48010.

MANUFACTURER/SUBCO NTRACTOR	LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER	FOR CUSTOMER USE	APPROVED BY
	INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION		
	ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		

	2X800MW Adani Project APL 3 to 14 (LIST OF PT/DPT/HHC)									
SI. No.	MATERIAL CODE	Туре	RANGE	KKS TAG	MAIN ITEM QUANTITY PER WO (WO Nos- 10880A11501,10881A11501 10882A11501,10883A11501 10884A11501,10885A11501 10887A11501,10888A11501, 10889A11501,10890A11501,	MANDATORY SPARE QUANTITY per WO (WO Nos- 10880U11502,10882U11502 10884U11502,10887U11502 10889U11502,10891U11502				
1	W97372652367	PT	0-400 bar	MAA12CP021 LBA11CP004 LBA11CP005 LBA12CP004 LBA12CP005 MAA14CP021	6	1				
2	W97372652383	PT	0-110 bar	LBQ90CP001	1	1				
3	W97372652146	РТ	0-80 bar	LBB11CP004  LBB11CP005  LBB12CP004  LBB12CP005  LBB21CP001  LBB21CP002  LBB21CP003  LBB22CP001  LBB22CP001  LBB22CP002	10	1				
4	W97372652170	PT	0-16 bar	LBG30CP011 LBG30CP012 QFB01CP001	3	1				
5	W97372652375	PT	-1 TO 399 bar	MAA50CP001 MAA50CP002 MAA50CP003	3	1				
6	W97372652219	РТ	-1 TO 79 bar	LBC10CP001 LBC10CP002 LBC10CP003 MAB50CP001	4	1				
7	W97372652391	PT	-1 TO 50 bar	MAN52CP011 MAN55CP011	2	1				
8	W97372652340	PT	-1 TO 39 bar	LBQ70CP001	1	1				
9	W97372652359	PT	-1 TO 19 bar	LBQ60CP001 LBS50CP001	2	1				
10	W97372652332	PT	-1 TO 9 bar	LBS40CP001	1	1				
11	W97372652324	PT	-1 TO 3 bar	LBS30CP001	1	1				
12	W97372652260	Absolute PT	0-10 abs	MAC11CP001 MAC11CP002 MAC11CP003	3	1				

SI. No.	MATERIAL CODE	Туре	RANGE	KKS TAG	MAIN ITEM QUANTITY PER WO (WO Nos- 10880A11501,10881A11501 10882A11501,10883A11501 10884A11501,10885A11501 10887A11501,10888A11501, 10889A11501,10890A11501, 10891A11501,10892A11501	MANDATORY SPARE QUANTITY per WO (WO Nos- 10880U11502,10882U11502 10884U11502,10887U11502 10889U11502,10891U11502
13	W97372652278	Absolute PT	0-1.3 barabs	MAG10CP002 MAG10CP003 MAG10CP004 MAG10CP012 MAG10CP013 MAG10CP014 MAG20CP002 MAG20CP003 MAG20CP004 MAG20CP012 MAG20CP013 MAG20CP013 MAG20CP014	12	1
14	W97372651360 W97372652251	Flow Transmitter	0-1800 mbar	MAN53CF001 MAN53CF002 MAN53CF003 MAN56CF001 MAN56CF002 MAN56CF003 MAW20CP001	6	1
16	W9/3/2652251 W90313376050	HAND HELD	-10 10 30 HIDAI	MAW20CP002	2	1
10	AA3021227.0020	COMMUNICATOR	_	_	1	-

NOTE: TAG PLATES SHOULD BE PUNCHED WITH THE KKS TAG GIVEN IN THE LIST. THE TAG NAME SHOULD BE INDELIABLE. TAG PLATE TO BE TIED ON THE TRANSMITTER WITH THE HELP OF A WIRE.

-sd- -sd- -sdAhutosh Srivastava Sheetal Singh Saswati Srivastava
Dy. Manager /CIE Sr. Mgr/CIE AGM/CIE

## Addendum-Pressure Transmitters & Differential Pressure Transmitters 166085/2024/HEEP-PPX-BOI

#### **Mahan Project**

Ref. Indent No.: 20233850

Specific technical requirements over & above specification ST48010:-

- 1. Accuracy shall be  $\pm$  0.065% of calibrated span or better.
- 2. Response time shall be 100 msec or better.
- 3. Stability shall be as  $\pm\,0.15\%$  of span in 5 years or better.

Saswati Srivastava 23/2/24

(AGM/CIE)

(Mgr/CIE)

DOC REV NO.: 18 p'qama kaoNa p'xaopNa/FIRST ANGLE FURNJEIGYTTONIA MMAIAIMAITR maoM hOM./ALL DIMENSIONS ARE IN P'P DIjai 39 saMSaaoQanakta-BLR
REV. DATE ALTERED BY saMSagoQdABaaMkaMSagoQanakta-BLR sal°bal°Aao°ema°/C.B.O.M STATUS OF DRG. REV. DATE JaccaDkta-09 28.08.19 CHD 31337666100 U jaacaÐkta— MAYURI MAYURI 01.05.21 CHD sahmat ivaBaaga AGREED DEPTT. naama/NAME hstaxar/ idnaaMk/DATE COPYRIGHT AND CONFIDENTIAL
THE INFORMATION ON THIS DOCUMENT IS THE
PROPERTY OF BHARAT HEAVY ELECTRICALS
LIMITED. IT MUST NOT BE USED DIRECTLY OR
INDIRECTLY IN ANY WAY DETERMENTAL TO THE
INTEREST OF THE COMPANY. VAR, NO. 33 NEW ADDED VAR, NO. 31 & 32 NEW ADDED AS PER CHANGE ND, STE-21-F0098. AND THIS DRG, SUPERSEDES UNDER THE SAME REV. NO. AS PER CHANGE ND. STE-19-F0262. maSalinaMga ? ee0230208 ema vaOilDMMga ? ee0621104 kl EaoNal bal gaOsa kiTMga ? ee0621101 kl saarNal 3 MACHINING - AA0230208 m GAS CUTTING-TABLE 3 OF AA0621101 WELDING-CLASS 'B' OF AA0621104 TABLE-1 DESCRIPTION SPEC.NO. CODE NO REMARK PRESSURE TRANSMITTERS, 0-300 bar ST48010 W97372652111 01 PRESSURE TRANSMITTERS, 0-200 bar ST48010 W97372652120 PRESSURE TRANSMITTERS, 0-100 bar W97372652138 02 ST48010 03 PRESSURE TRANSMITTERS, 0-80 bar ST48010 W97372652146 \* SIL2 04 W97372652154 PRESSURE TRANSMITTERS, 0-40 bor ST48010 05 PRESSURE TRANSMITTERS, 0-20 bar ST48010 W97372652162 W97372652170 06 PRESSURE TRANSMITTERS, 0-16 bar ST48010 07 PRESSURE TRANSMITTERS, 0-10 bar ST48010 W97372652189 08 ST48010 W97372652197 PRESSURE TRANSMITTERS, 0-4 bar 09 PRESSURE TRANSMITTERS,(-1)-(+299)bar ST48010 W97372652200 svožvatidakar evall gaaopnalya
[sa p¹laok maoM dl ga[— sal'canaa Baart
hoval [laol@fJ/klası ilainnaTab kl sampira h0
. [saka p²syaxa ya Ap²syaxa \$p maoM
. iksal Bal trh p'yaaoga nahlili kyap jaae
jaao kmpnal ko lilt maoM hainakr hao. 10 PRESSURE TRANSMITTERS,(-1)-(+79) bor ST48010 W97372652219 11 ST48010 W97372652227 PRESSURE TRANSMITTERS,(-1)-(+59) bar 12 W97372652235 ST48010 PRESSURE TRANSMITTERS,(-1)-(+44) bar 13 W97372652243 DIFF. PRESS. TRANSMITTERS,(-5)-(+25) bar ST48010 14 DIFF, PRESS, TRANSMITTERS,(-10)-(+90)mbar ST48010 W97372652251 W97372652260 \* SIL2 15 ST48010 PRESSURE TRANSMITTERS, 0-10 bar(abs) ST48010 16 PRESSURE TRANSMITTERS, 0-1.3 bar(abs) W97372652278 \* SIL2 17 DIFF. PRESS. TRANSMITTERS, 0-100 mbar ST48010 W97372652286 18 PRESSURE TRANSMITTERS, 0-350 bar ST48010 W97372652294 19 PRESSURE TRANSMITTERS, 0-160 bar ST48010 W97372652308 20 PRESSURE TRANSMITTERS,(-1)-(+69) bar ST48010 W97372652316 21 ST48010 FLOW TRANSMITTERS, 0-1800 mbar W97372651360 SIL2 22 ST48010 W97372652324 23 ST48010 W97372652332 24 PRESSURE TRANSMITTERS,(-1)-(+39) bor ST48010 W97372652340 25 W97372652359 PRESSURE TRANSMITTERS,(-1)-(+19) bar ST48010 PRESSURE TRANSMITTERS,0-400 bar 26 ST48010 W97372652367 27 ST48010 W97372652375 PRESSURE TRANSMITTERS,(-1)-(+399) box 28 PRESSURE TRANSMITTERS,(-1)-(+50) bar ST48010 W97372652391 29 PRESSURE TRANSMITTERS,0-110 bar ST48010 W97372652383 30 ST48010 W97372652405 PRESSURE TRANSMITTERS,(-15)-(0) mbar 31 PRESSURE TRANSMITTERS(-1)-(+109) bar ST48010 W97372652413 32 PRESSURE TRANSMITTERS,(-1)-(+349) bar ST48010 W97372652421 DIFF, PRESSURE TRANSMITTERS,0-2 bar ST48010 W97372652430 saMdiBa—t AiBaklp saM#yaa REFERENCE DRG. NO. PROCESS CONNECTION NOTE: -OTHER THEN G 1/2" NOT BE CONSIDERED. 1 - THE MATERIAL CODES MARKED WITH \* MUST HAVE SIL2-CERTIFICATION. 2 - MEASURING RANGE SHALL BE IN "BAR" UNIT. 3 - SPECIFICATION NO. ST48010. 4 - BHEL CODE NO. AS PER TABLE-1. 1/2°BSP / G 1/2°CM AgOr idnaMak/SIGN DATE hstaxar/SIGN idnaMak/DATE naama/NAME *बीएचईएल* Baart hoval [laoi@T/klsa ilaimaTo**p**ः] vaoiren T -Nakta BRN TEJSB saM#yac 02/04/2011 saM#yaa No. of Var SSTEJSB ranalpur? hirWar aaDcakta-SSTEVK SSTEVK 16/04/2011 BHARAT HEAVY ELECTRICALS LIMITED WARKINGTON ASTEKBB 27/04/2011 ASTEKBB APPD RANIPUR, HARDWAR maap/SCALE | ivaBaaga | DEPTT. S. | WUT/CODELO Asaombalal AiBaklp ka nagaaMo Baar ik°ga`a° naga STE saMdBa-WEIGHT (KG) |EmaaMk| saM#yaa kUT/CODE4011 REFER TO ASSLY. DRG. 8.5 ITEM NO. NO. OF AiBaklp saM#yaa/DRAWING NO 7666 PRESSURE TRANSMITTERS RYzaoM kl saM#yaa/No. of pRYz saM#yaa/Sheets No. A4 saa[ja,/A4 SIZE

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### HAND HELD COMMUNICATOR

HAND HELD COMMUNICATOR SHALL BE COMPATIBLE TO THE SMART TYPE TRANSMITTER WITH HART PROTOCOL. IT SHALL BE POSSIBLE TO CONNECT THE HHC ANY WHERE IN THE TRANSMITTER LOOP FOR CARRYING OUT THE FUNCTIONS AS DIFINED BELOW. CONNECTION OF HHC SHALL NOT DISTURB THE 4-20 ma SIGNAL ANYWAY.

- HHC SHALL BE UNIVERSAL TYPE WHICH CAN BE USED FOR ANY HART DEVICE AND APPROVED BY HART FOUNDATION. IT SHALL BE SUITABLE FOR LATEST VERSION OF HART PROTOCOL.
- HHC SHALL BE ABLE TO PERFORM THE FOLLOWING MINIMAM FUNCTIONS.
  - DEVICE SET UP.
  - DIAGNOSTIC MESSAGE DISPLAY.
  - PROCESS VALUE DISPLAY.
  - CHANGE OF ENGINEERING UNITS.
  - LOOP TESTING.
  - RANGE TESTING.
- 3. POWER SOURCE : SUITABLE DC BATTERIES WITH CHARGER.
- 4. KEY BOARD : AN ALPHANUMERIC KEY BOARD CONTAINING ALL REQUIRED FUNCTION KEYS.
- 5. SUITABLE CONNECTORS AND CABLES SHALL BE SUPPLIED BY THE VENDER.
- 6. OPERATING TEMPERATURE RANGE: 0 to 50 Deg /C
- STORAGE TEMPERATURE RANGE : 0 to 60 Deg /C
- ACCESSORY: CARRYING CASE.

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Annexure-1

#### **INTEGRITY PACT**

#### **Between**

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

and
, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART
<u>Preamble</u>
The Principal intends to award, under laid-down organizational procedures, contract/s for
(hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

#### Section 1- Commitments of the Principal

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

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

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

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

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

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

#### **Section 4 - Compensation for Damages**

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

#### Section 5 - Previous Transgression

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

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

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

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

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

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

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

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

#### Section 9 - Pact Duration

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

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

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

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

#### Clause on IP in the tender

#### Integrity Pact (IP)

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

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

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

#### Note:

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

Details of contact person(s):

(1)	(2)
Name:	Name:
Deptt:	Deptt:
Address:	Address:
Phone: (Landline/ Mobile)	Phone: (Landline/ Mobile)
Email:	Email:
Fax:	Fax: